



# City of Blaine

## City Council

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March 17, 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 Proclamation for Arbor Day 2025  
*Sponsors: City Council*

**5. Communications**

**6. Open Forum**

Open Forum is an opportunity for the public to 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.

**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 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.** RES 25-41 Resolution Granting Final Plat Approval to Subdivide 19.24 Acres into 2 Single Family Lots, 28 Townhome Lots, Common Space and One Outlot to be

Known as Meadowland Estates West at 2741 and 2775 125th Avenue NE.  
Herbst Raich Investments, LLC (Case File No. 24-0072/SAS)

*Sponsors: Sheila Sellman, Assistant Community Development Director*

- 7.4.** RES 25-12 Resolution Granting an Amendment to the Approved Sign Plan for National Sports Village at 2180 105th Avenue NE. 105th BBP B2 LLC (National Sports Village) (Case File No. 24-0068/SAS)

*Sponsors: Sheila Sellman, Assistant Community Development Director*

- 7.5.** RES 25-49 Resolution to Approve a Joint Powers Agreement between the City of Blaine on behalf of its Police Department and the State of Minnesota for the Human Trafficking Investigators Task Force

*Sponsors: Brian Podany, Safety Services Manager/Police Chief*

- 7.6.** RES 25-48 Resolution to Approve the Grant Contract Agreement for the 2024-2026 Allied Radio Matrix for Emergency Response (ARMER) Equipment Grant

*Sponsors: Brian Podany, Safety Services Manager/Police Chief*

- 7.7.** 2025-60 Motion to Authorize the Mayor and City Manager to Enter into an Amended Contract with Bolton & Menk, Inc. for Professional Services for Engineering Services for the Water Tower 2 Rehabilitation, Improvement Project No. 24-21

*Sponsors: Nick Fleischhacker, Public Works Director*

- 7.8.** RES 25-50 Resolution Authorizing the Mayor and City Manager to Purchase Filtration Media for Water Treatment Plant #3 and Corresponding Budget Amendments.

*Sponsors: Kristian Gaasland, Public Works Supervisor - Water, Nick Fleischhacker, Public Works Director*

- 7.9.** 2025-61 Motion to Authorize the Mayor and City Manager to Enter into a Contract with WSB for Professional Engineering Services for the Trunk Highway 65 Frontage Road Utility Improvement Project, Improvement Project No. 21-01

*Sponsors: Daniel Schluender, Director of Engineering*

- 7.10.** 2025-62 Motion Authorizing the Temporary Removal of Parking Restrictions for a Track and Field Event at Centennial Elementary School

*Sponsors: Daniel Schluender, Director of Engineering*

- 7.11.** 2025-63 Motion Approving the Esri Enterprise Agreement Renewal and 2025 Payment

*Sponsors: Daniel Schluender, Director of Engineering*



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

- 8.1.** RES 25-44 Resolution Granting a Conditional Use Permit to Allow Outdoor Dining with 40 Seats in the Front of the Building in the Community Commercial (B-2) Zoning District at 10950 Club West Parkway NE, #110. Hope Breakfast Bar Blaine (Hope Blaine, LLC) (Case File No. 25-0006/SLK)

*Sponsors: Sheila Sellman, Assistant Community Development Director*

**9. Development Business**

- 9.1.** RES 25-45 Resolution Granting Preliminary Plat Approval to Create Three Outlots and Dedicate Road Right-of-Way to be Known as One Hundred Fifth Redevelopment Second Addition. Blaine Town Center East, LLC (Case File No. 25-0005/SAS)

*Sponsors: Sheila Sellman, Assistant Community Development Director*

**10. Administration**

- 10.1.** 2025-64 Motion Approving the Terms of the MPCA Grant and Authorizing the Mayor and City Manager to Enter into a Contract with Short Elliott Henrickson, Inc. (SEH) for Professional Engineering Services for the National Street Water Services, Phase 2 Project, Improvement Project No. 25-22

*Sponsors: Daniel Schluender, Director of Engineering*

- 10.2.** RES 23-158 Resolution Accepting a Bid from J.R. Stelzer Co. in the Amount of \$1,105,375.00 for the Water Tower No. 2 Reconditioning Improvements, Improvement Project No. 24-21

*Sponsors: Nick Fleischhacker, Public Works Director*

- 10.3.** ORD 25-2575 Waive First Reading and Adopt Ordinance Amendments for Chapter 22 - Businesses Article XII. - Mobile Food Trucks, Chapter 70 - Special Events, Streets, Sidewalks, and Other Public Places

*Sponsors: Cathy Sorensen, City Clerk*

- 10.4.** 2025-78 Boards and Commissions Appointments 2025

*Sponsors: Cathy Sorensen, City Clerk*

**11. Other Business**

**12. Adjournment**



## CITY OF BLAINE

# PROCLAMATION

### ARBOR DAY 2025

**WHEREAS**, it is the desire of the City to protect and preserve our forestry resources and to encourage groups to take an active role in planting projects; and

**WHEREAS**, the Blaine City Council is committed to improving the quality of life for our community through landscaped enhancement in our park system; and

**WHEREAS**, the City Council promotes community partnerships through neighborhood and business participation in neighborhood planting events; and

**WHEREAS**, the City of Blaine has been recognized as a Tree City USA for 31 years by the National Arbor Day Foundation; and

**WHEREAS**, trees are a vital resource to our community, enriching our lives by purifying air and water, helping conserve soil and energy, increasing the aesthetic value of property, providing habitat for wildlife of all kinds, and making our City more livable.

**NOW, THEREFORE, BE IT RESOLVED**, that the Blaine City Council hereby proclaims May 16, 2025 to be Arbor Day and the month of May to be Arbor Month in the City of Blaine. The City will be hosting a resident tree sale. Trees purchased during the tree sale will be picked up on May 16, 2025 to celebrate Arbor Month.



**IN WITNESS WHEREOF**, I have here unto set my hand and caused the Seal of the City of Blaine to be affixed this 17<sup>th</sup> day of March 2025.

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Tim Sanders, Mayor

## **PAYROLL CHECKS & WIRE TRANSFERS**

**MONTH: FEBRUARY 2025**

### **PAYROLL CHECKS**

| <b><u>DATE</u></b> | <b><u>VENDOR</u></b> | <b><u>DESCRIPTION</u></b> | <b><u>AMOUNT</u></b> |
|--------------------|----------------------|---------------------------|----------------------|
| 02/13/25           | VENDOR CHECKS        | CHECK # 79942-79945       | \$6,845.13           |
| 02/13/25           | EMPLOYEES            | DIRECT DEPOSITS           | \$664,097.29         |
| 02/27/25           | VENDOR CHECKS        | CHECK #79946-79954        | \$14,055.18          |
| 02/27/25           | EMPLOYEES            | DIRECT DEPOSITS           | \$659,120.50         |

### **WIRE TRANSFERS**

| <b><u>DATE</u></b> | <b><u>VENDOR</u></b> | <b><u>DESCRIPTION</u></b> | <b><u>AMOUNT</u></b> |
|--------------------|----------------------|---------------------------|----------------------|
| 02/13/25           | STATE OF MINNESOTA   | PAYROLL TAXES             | \$45,311.43          |
| 02/13/25           | I.R.S.               | PAYROLL TAXES             | \$205,134.14         |
| 02/13/25           | P.E.R.A.             |                           | \$198,312.02         |
| 02/13/25           | USCM & US BANK       | DEFERRED COMP & H.S.A     | \$64,908.76          |
| 02/20/25           | STATE OF MINNESOTA   | JANUARY SALES TAX         | \$49,324.00          |
| 02/28/25           | 21ST CENTURY BANK    | CREDIT CARDS              | \$26,016.43          |
| 02/27/25           | STATE OF MINNESOTA   | PAYROLL TAXES             | \$45,645.95          |
| 02/27/25           | I.R.S.               | PAYROLL TAXES             | 205.993.45           |
| 02/27/25           | P.E.R.A.             |                           | \$201,097.67         |
| 02/27/25           | USCM & US BANK       | DEFERRED COMP & H.S.A     | \$66,208.93          |

**TOTAL    \$2,246,077.43**

**CITY OF BLAINE****SCHEDULE OF BILLS PAID****APPROVED ON 03/17/2025 FOR PAYMENTS THE WEEK OF 02/21/2025**

| Vendor Name                       | Description                                                   | Amount       |
|-----------------------------------|---------------------------------------------------------------|--------------|
| AMAZON CAPITAL SERVICES           | Decorations MAYC                                              | \$ 25.99     |
| AMAZON CAPITAL SERVICES           | File Folders for Police Forms                                 | \$ 38.48     |
| AMAZON CAPITAL SERVICES           | Wireless Keyboard                                             | \$ 20.99     |
| AMAZON CAPITAL SERVICES           | 2 keys for file cabinets in finance                           | \$ 9.98      |
| AMAZON CAPITAL SERVICES           | Mahjong Cards for MAYC                                        | \$ 24.99     |
| AMAZON CAPITAL SERVICES           | For indoor UAS- charger, USB cords, micro SD cards and reader | \$ 125.91    |
| AMAZON CAPITAL SERVICES           | Shipping Tape                                                 | \$ 35.22     |
| ANOKA COUNTY                      | Recording Fees (Easement & Consent of Mortgage), I/P 24-07    | \$ 92.00     |
| ANOKA COUNTY                      | Tax Expenses - Truth in Taxation, Special Assessments, TIF    | \$ 18,089.89 |
| ANOKA COUNTY LICENSE BUREAU       | Tab Renewals - February                                       | \$ 300.50    |
| ANOKA COUNTY TREASURY DEPARTMENT  | License Fee - Hazardous Waste                                 | \$ 315.00    |
| ASPEN MILLS INC                   | Police Officer Uniform Updates                                | \$ 219.49    |
| ASPEN MILLS INC                   | Police Officer - Uniforms                                     | \$ 442.84    |
| ASPEN MILLS INC                   | Police Officer Uniform Updates                                | \$ 85.45     |
| ASPEN MILLS INC                   | Police Officer - Uniforms                                     | \$ 658.76    |
| ASPEN MILLS INC                   | Police Officer - Uniforms                                     | \$ 271.44    |
| ASPEN MILLS INC                   | Police Officer Uniform Updates                                | \$ 255.98    |
| ASPEN MILLS INC                   | Police Officer Uniform Updates                                | \$ 71.45     |
| ASPEN MILLS INC                   | Police Officer Uniform Updates                                | \$ 42.49     |
| ASPEN MILLS INC                   | Police Officer - Uniforms                                     | \$ 635.63    |
| ASPEN MILLS INC                   | Police Officer Uniform Updates                                | \$ 111.99    |
| ASPEN MILLS INC                   | Police Officer Uniform Updates                                | \$ 155.85    |
| ASPEN MILLS INC                   | Police Officer - Uniforms                                     | \$ 1,992.25  |
| ASPEN MILLS INC                   | Police Officer - Uniforms                                     | \$ 178.00    |
| ASPEN MILLS INC                   | Police Officer Uniform Updates                                | \$ 92.00     |
| ASPEN MILLS INC                   | Police Officer Uniform Updates                                | \$ 34.85     |
| BARNUM COMPANIES INC              | PD gate planned maintenance                                   | \$ 325.00    |
| BARNUM COMPANIES INC              | PW Overhead Door Repairs                                      | \$ 380.00    |
| BARNUM COMPANIES INC              | PW Overhead Door Repairs                                      | \$ 1,651.00  |
| BARR ENGINEERING COMPANY          | WTP1 underdrain Design - Change Order, I/P 23-21              | \$ 2,040.00  |
| BARR ENGINEERING COMPANY          | WTP2 Preventative Maintenance CO 1, I/P 23-20                 | \$ 2,501.50  |
| BEAUDRY OIL & PROPANE             | Fuel Delivery - January                                       | \$ 5,342.89  |
| BEAUDRY OIL & PROPANE             | Propane for PW Shop: 2025 Blanket                             | \$ 52.00     |
| BLAINE BROTHERS INC               | DOT Inspections/Repairs; Trailer 1215                         | \$ 946.94    |
| BLUE AND BROWN BACKGROUNDS        | Background investigations training -2 investigators           | \$ 600.00    |
| BOERBOOM MARK                     | Emergency management stadium/event security training          | \$ 1,781.26  |
| BOLTON & MENK INC                 | City of Lexington Lawsuit (12/7/24-1/17/25)                   | \$ 503.50    |
| BRAD'S CATCH BASIN REPAIR LLC     | Water Main Break Repair; 11866 Monroe                         | \$ 4,833.60  |
| BRAD'S CATCH BASIN REPAIR LLC     | PW Sidewalk Repairs; 2778 Rice Creek Pkwy                     | \$ 1,770.00  |
| CARR'S TREE SERVICE INC           | Tree Removal; 8746 Austin/10291 Lever St                      | \$ 4,200.00  |
| CENTER FOR ENERGY AND ENVIRONMENT | EDA Loan Program - December 31, 2024                          | \$ 10,950.00 |
| CENTERPOINT ENERGY                | 750 Clover Leaf Pkwy NE                                       | \$ 101.16    |

|                                           |                                                               |               |
|-------------------------------------------|---------------------------------------------------------------|---------------|
| CENTURYLINK                               | Telephone Service                                             | \$ 76.53      |
| CHET'S SHOES LLC                          | Boots; Water Dept & Storm Dept                                | \$ 1,534.96   |
| CHET'S SHOES LLC                          | Boot Credit                                                   | \$ (335.92)   |
| CINTAS CORPORATION                        | PW: 2025 Uniform/Rug-Towel Rentals                            | \$ 246.03     |
| CITYWIDE SERVICE CORPORATION              | Tow for Squad 5275                                            | \$ 109.00     |
| CIVICPLUS, LLC                            | SeeClickFix Resident Request Tool with Cartegraph Integration | \$ 24,869.29  |
| CLEMENTS THOMAS                           | Conference and Travel Expenses                                | \$ 291.38     |
| COMCAST                                   | Cable TV                                                      | \$ 36.19      |
| COMCAST                                   | MAYC - Cable TV                                               | \$ 69.52      |
| COMO LUBE & SUPPLIES INC                  | Disposal fees; Special Waste Fuel                             | \$ 578.95     |
| CRYSTEEL TRUCK EQUIPMENT                  | Fittings; Plow 1278                                           | \$ 14.64      |
| CUB FOODS INC - THE VILLAGE               | Bottled water for PD swearing-in reception event              | \$ 20.94      |
| CYBER ADVISORS INC                        | Wireless Access Points                                        | \$ 1,787.50   |
| DOUGLAS EMILY                             | Centennial Arrive Alive event at Ham Lake Lanes               | \$ 194.52     |
| DRESEL CONTRACTING INC                    | 2024 Southwest Area Street Reconstruction, I/P 24-07          | \$ 489,480.07 |
| ECKBERG LAMMERS PC                        | 2025 Prosecution Fees for the entire year                     | \$ 23,389.48  |
| ECKBERG LAMMERS PC                        | Civil Legal Services & Retainer Fees for Jan. 2025            | \$ 5,806.75   |
| ECKBERG LAMMERS PC                        | Civil Legal Services & Retainer Fees for Jan. 2025            | \$ 4,250.00   |
| ECKBERG LAMMERS PC                        | Civil Legal Services & Retainer Fees for Jan. 2025            | \$ 39,155.15  |
| ECM PUBLISHERS INC                        | Publication of Legal Notices                                  | \$ 110.00     |
| ECM PUBLISHERS INC                        | Publication of Legal Notices                                  | \$ 132.00     |
| ELECTRIC PUMP INC                         | Pump repair Labor; LS 15                                      | \$ 1,590.00   |
| EMERGENCY AUTOMOTIVE TECHNOLOGIES INC     | Install Upfit Equip in Grant-Reimbursed TZD Vehicle           | \$ 4,721.98   |
| FERRELLGAS                                | Propane: 2024 Blanket                                         | \$ 38.00      |
| FERRELLGAS                                | Propane: 2024 Blanket                                         | \$ 57.25      |
| FRIENDLY CHEVROLET INC                    | Ignition Coils; Vehicle 5307                                  | \$ 221.66     |
| FRIENDLY CHEVROLET INC                    | Ignition Coils; Vehicle 5307                                  | \$ 146.04     |
| FRIENDLY CHEVROLET INC                    | Credit                                                        | \$ (110.83)   |
| GIMPL TAMMY                               | Kennel Services for January, 2025                             | \$ 350.00     |
| GRAINGER                                  | B/O Connectors: Equipment 3436                                | \$ 43.46      |
| GRAINGER                                  | MN Flag for WTP4                                              | \$ 64.29      |
| HAMMER SPORTS LLC                         | Refs for Adult Basketball League 2/2/2025                     | \$ 420.00     |
| HAUKAAS JON                               | Mileage and Parking Reimbursement for Lexington Trial         | \$ 87.80      |
| IMDIEKE CHRISTOPHER                       | Parking Reimbursement                                         | \$ 16.00      |
| INNOVATIVE OFFICE SOLUTIONS               | PW Office Supplies; Paper/Markers/stapler/tape                | \$ 408.26     |
| INSTRUMENTAL RESEARCH INC                 | Water Sample Testing; 2025 Blanket                            | \$ 1,050.00   |
| JEFF BELZER'S ROSEVILLE AUTO INC          | Water Pump/Hose; Vehicle 5323                                 | \$ 351.78     |
| JEFF BELZER'S ROSEVILLE AUTO INC          | Credit                                                        | \$ (50.00)    |
| JM ELECTRIC LLC                           | ReStrap Power Line: Ostmans Park                              | \$ 250.00     |
| LOCKRIDGE GRINDAL NAUEN PLLP              | 2025 State Advocacy Services (Year 2 of 3 Year Contract)      | \$ 3,166.66   |
| MARTIN SHANE                              | Deposit for Oktober Fest performance                          | \$ 1,000.00   |
| MENARDS - BLAINE                          | Water line supplies; Well 8                                   | \$ 38.34      |
| METRO SALES INCORPORATED                  | Copier Support and Maintenance                                | \$ 1,753.91   |
| METROPOLITAN COUNCIL                      | January 2025 SAC                                              | \$ 2,460.15   |
| MIDWEST TANK COMPANY                      | Gaskets for Treatment Plants                                  | \$ 1,300.00   |
| MINNESOTA UTILITY CONTRACTORS ASSOCIATION | Pipelayer Training Certification; Sewer/Water                 | \$ 2,500.00   |
| OFFICE OF MNIT SERVICES                   | Telephone and Internet Services                               | \$ 308.55     |
| PLAISTED COMPANIES INC                    | PW Black Dirt/Class 5; Water Main Breaks                      | \$ 2,500.12   |
| POWERDMS INC                              | FTO Software                                                  | \$ 3,556.04   |

|                                      |                                                                 |    |            |
|--------------------------------------|-----------------------------------------------------------------|----|------------|
| SADLER JOSEPH                        | Reimbursement for EM Training (Meals, hotel and transportation) | \$ | 381.30     |
| SAM'S CLUB/SYNCHRONY BANK            | Food and supplies for Snow Day                                  | \$ | 146.22     |
| SCHINDLER ELEVATOR CORPORATION       | PW Annual Elevator Maintenance                                  | \$ | 2,829.75   |
| SELLMAN SHEILA                       | Mileage & Expense Report - Sellman 2/6-2/7/25                   | \$ | 81.20      |
| SOMMER MICHAEL J                     | Reimbursement for SWAT Training (Lunch and Breakfast)           | \$ | 27.74      |
| SUBURBAN TIRE WHOLESALE INC          | Tires; PW Stock                                                 | \$ | 920.00     |
| THE FERGUSON GROUP LLC               | 2025 Federal Advocacy Services (Approved 12/18/24 by MO 23-644) | \$ | 5,250.00   |
| TOLL GAS & WELDING SUPPLY            | Carbon Dioxide: Water Dept                                      | \$ | 37.75      |
| TOLL GAS & WELDING SUPPLY            | Welding Bay Supplies                                            | \$ | 54.01      |
| TWIN CITIES TRANSPORT & RECOVERY INC | Tow for Squad 5307                                              | \$ | 125.00     |
| TYLER TECHNOLOGIES INC               | ExecuTime Time & Attendance Import                              | \$ | 1,015.00   |
| VERTEX UNMANNED SOLUTIONS LLC        | Spare propellers for UAS - 5                                    | \$ | 55.00      |
| VOLUNTEERS OF AMERICA                | Cook Supplemental Wages                                         | \$ | 115.24     |
| WALTERS RECYCLING & REFUSE INC       | Organics Collection 2025                                        | \$ | 153.33     |
| WOLFE MICHELLE A                     | Mileage Reimbursement (July-December 2024)                      | \$ | 397.31     |
| XCEL ENERGY                          | 10563 Packard ST NE - Siren                                     | \$ | 9.97       |
| XCEL ENERGY                          | 4131 Pheasant Ridge DR - Monument                               | \$ | 13.69      |
| XCEL ENERGY                          | 4206 Woodland Pkwy NE - Siren                                   | \$ | 67.25      |
| XCEL ENERGY                          | 4125 109th AVE NE - Siren                                       | \$ | 65.27      |
|                                      |                                                                 | \$ | 694,107.74 |

**CITY OF BLAINE**

**SUBSET OF PAYMENTS BETWEEN \$20,000 AND \$50,000 FROM THE SCHEDULE OF BILLS PAID  
APPROVED ON 03/17/2025 FOR PAYMENTS THE WEEK OF 02/21/2025**

| <b>Vendor Name</b> | <b>Description</b>                                            | <b>Amount</b> |
|--------------------|---------------------------------------------------------------|---------------|
| ECKBERG LAMMERS PC | Criminal Prosecution Fees for Jan. 2025                       | \$ 23,389.48  |
| CIVICPLUS, LLC     | SeeClickFix Resident Request Tool with Cartegraph Integration | \$ 24,869.29  |
| ECKBERG LAMMERS PC | Civil Legal Services & Retainer Fees for Jan. 2025            | \$ 39,155.15  |

**CITY OF BLAINE**

**SCHEDULE OF BILLS PAID**

**APPROVED ON 03/17/2025 FOR PAYMENTS THE WEEK OF 02/28/2025**

| <b>Vendor Name</b>                  | <b>Description</b>                                              | <b>Amount</b> |
|-------------------------------------|-----------------------------------------------------------------|---------------|
| ADVANCED GRAPHIX INC                | Remove and Replace Squad Badges                                 | \$ 570.00     |
| ADVANCED GRAPHIX INC                | Application of New Graphics for CSO Truck #5342                 | \$ 452.50     |
| ALBERTS NATHAN                      | Adult Basketball 2nd Place Finisher                             | \$ 100.00     |
| AMAZON CAPITAL SERVICES             | USB to DB9 cables                                               | \$ 76.72      |
| AMAZON CAPITAL SERVICES             | PW Diesel Fuel Additive; Stock                                  | \$ 202.68     |
| AMAZON CAPITAL SERVICES             | Safety Glasses, Sign Holders, Pens, Wipes                       | \$ 93.01      |
| AMAZON CAPITAL SERVICES             | APMP Book Club Book (Derr)                                      | \$ 11.14      |
| AMAZON CAPITAL SERVICES             | Pens, dry erase markers, notebooks                              | \$ 137.21     |
| AMAZON CAPITAL SERVICES             | Strobe Lights; PW Stock                                         | \$ 660.60     |
| AMAZON CAPITAL SERVICES             | YubiKey 2FA USB Keys                                            | \$ 50.00      |
| AMAZON CAPITAL SERVICES             | 16" laptop privacy screen                                       | \$ 31.99      |
| AMAZON CAPITAL SERVICES             | Award Frames for citizens/staff, coffee machine for c. workshop | \$ 647.50     |
| AMAZON CAPITAL SERVICES             | Vang office, Donaldson business cards                           | \$ 98.71      |
| AMAZON CAPITAL SERVICES             | Vise Grips: Mechanic Shop tools                                 | \$ 56.52      |
| AMAZON CAPITAL SERVICES             | Laptop for Zach Johnson                                         | \$ 1,242.66   |
| ANOKA COUNTY CHIEFS OF POLICE ASSOC | 2024 Dues and Meeting Expenses                                  | \$ 294.00     |
| ANOKA COUNTY LICENSE BUREAU         | Tab Renewal - PD                                                | \$ 80.50      |
| ANOKA COUNTY TREASURY DEPT          | Connect Anoka County Fiber                                      | \$ 812.50     |
| ANOKA COUNTY TREASURY DEPT          | JLEC 2025 Shared Costs for PSDS                                 | \$ 118,268.00 |
| ANOKA COUNTY TREASURY DEPT          | 2025 DTF Grant Match Fund                                       | \$ 20,000.00  |
| ASPEN MILLS INC                     | Records uniforms and clothing                                   | \$ 32.85      |
| ASPEN MILLS INC                     | Records uniforms and clothing                                   | \$ 129.90     |
| ASPEN MILLS INC                     | Records uniforms and clothing                                   | \$ 397.60     |
| ASPEN MILLS INC                     | Records uniforms and clothing                                   | \$ 49.70      |
| ASPEN MILLS INC                     | Records uniforms and clothing                                   | \$ 365.10     |
| ASPEN MILLS INC                     | Records uniforms and clothing                                   | \$ 69.45      |
| ASPEN MILLS INC                     | Records uniforms and clothing                                   | \$ 2,042.75   |
| ASPEN MILLS INC                     | Records uniforms and clothing                                   | \$ 1,783.99   |
| ASPEN MILLS INC                     | Records uniforms and clothing                                   | \$ 1,849.73   |
| ASPEN MILLS INC                     | Records uniforms and clothing                                   | \$ 42.49      |
| ASPEN MILLS INC                     | Records uniforms and clothing                                   | \$ 123.47     |
| ASPEN MILLS INC                     | Records uniforms and clothing                                   | \$ 56.45      |
| ASTLEFORD INTERNATIONAL             | Engine Repair; Sweeper 1262                                     | \$ 2,037.68   |
| AUTO AIR AND ACCESSORIES INC        | Bedliner for Replacement Distracted Driving Enforcement Truck   | \$ 215.00     |
| AXON ENTERPRISES INC                | Squad cameras for traffic truck                                 | \$ 4,219.20   |
| BARR ENGINEERING COMPANY            | Wellfield Management Plan Proposal, I/P 23-22                   | \$ 13,893.00  |
| BATTERIES PLUS BULBS                | Batteries: Mower 2426                                           | \$ 152.95     |
| BAUER BUILT INC                     | Tires/Installation; Truck1279                                   | \$ 1,631.66   |
| BAUER BUILT INC                     | Tires/Installation: 1253 Equipment                              | \$ 519.86     |
| BCA-CHAU RECORDS                    | Massage License Background Check processing fee                 | \$ 33.25      |
| BEAUDRY OIL & PROPANE               | Propane for PW Shop: 2025 Blanket                               | \$ 52.00      |
| BLAINE BROTHERS INC                 | DOT/Brakes/King Pins: Plow 1152                                 | \$ 8,398.26   |
| BLAINE BROTHERS INC                 | DOT/Brakes/King Pins: Plow 1152                                 | \$ 3,441.54   |
| BLAINE BROTHERS INC                 | Steering King Pins; Plow 1201                                   | \$ 4,085.66   |
| BLAINE LOCK & SAFE INC              | Police Department Keys                                          | \$ 42.50      |
| BOLTON & MENK INC                   | Design & Construction Services - 2025 SW Area, I/P 25-06        | \$ 29,045.50  |



|                                    |                                                                   |    |           |
|------------------------------------|-------------------------------------------------------------------|----|-----------|
| BOLTON & MENK INC                  | Construction Services-Ulysses/117th Roundabout, I/P 23-09         | \$ | 152.00    |
| BOYER TRUCKS                       | Control Module; Hook Truck 1241                                   | \$ | 402.49    |
| BRAD'S CATCH BASIN REPAIR LLC      | Pond Maintenance: RCP-139                                         | \$ | 1,650.00  |
| BRAD'S CATCH BASIN REPAIR LLC      | Pond Maintenance: RCP-138                                         | \$ | 1,560.00  |
| BRAD'S CATCH BASIN REPAIR LLC      | Pond Maintenance: INFB-28-0000219                                 | \$ | 720.00    |
| BRAD'S CATCH BASIN REPAIR LLC      | Pond Maintenance: INFB-28-0000218                                 | \$ | 1,020.00  |
| BRIGHTON SANDBLASTING INC          | Sign holders/Racks; Sign Shop                                     | \$ | 700.00    |
| CAPITAL ONE TRADE CREDIT           | Wheels/toolbox; De-Icer #4493                                     | \$ | 132.97    |
| CAPITAL ONE TRADE CREDIT           | Transfer pump/Grease gun; Sewer                                   | \$ | 1,049.75  |
| CARR'S TREE SERVICE INC            | Ash Tree Removal; Quincy Trail                                    | \$ | 4,999.00  |
| CARR'S TREE SERVICE INC            | Tree Removal; 8501 Goodhue/1012 97th Ln                           | \$ | 4,800.00  |
| CENTURYLINK                        | Baseball Complex Telephone                                        | \$ | 130.55    |
| CINTAS CORPORATION                 | CH mats/rugs                                                      | \$ | 205.47    |
| CINTAS CORPORATION                 | MAYC Mats/Rugs                                                    | \$ | 38.42     |
| CINTAS CORPORATION                 | PW: 2025 Uniform/Rug-Towel Rentals                                | \$ | 433.75    |
| CINTAS CORPORATION                 | MAYC Mats/Rugs                                                    | \$ | 38.42     |
| CINTAS CORPORATION                 | Cold storage PD first aid cabinet supplies                        | \$ | 119.94    |
| CINTAS CORPORATION                 | PD first aid cabinet supplies                                     | \$ | 280.72    |
| CITYWIDE SERVICE CORPORATION       | Tow for Squad 5300                                                | \$ | 110.00    |
| CIVICPLUS, LLC                     | Annual Contract - CivicReady Emergency Notification System        | \$ | 17,729.47 |
| COMCAST                            | Public Works Internet Service                                     | \$ | 201.47    |
| COMCAST                            | Fiber Internet Service                                            | \$ | 1,360.00  |
| CONNEXUS ENERGY-UTILITY PAYMENTS   | January 2025 Electric                                             | \$ | 51,592.90 |
| CORE & MAIN LP                     | 3" meter for resale                                               | \$ | 3,177.00  |
| COREMARK METALS                    | Steel Rod; De-Icer 4493                                           | \$ | 29.13     |
| CRYSTEEL TRUCK EQUIPMENT           | Insurance Claim CA412174                                          | \$ | 1,101.60  |
| CRYSTEEL TRUCK EQUIPMENT           | Lightbar/Strobe; Truck 2424                                       | \$ | 393.72    |
| DELEGARD TOOL COMPANY              | Mechanics Shop Tools; Hub puller                                  | \$ | 118.37    |
| E G RUD & SONS INC                 | 2025 Pond As-builts - Phase 3 (20 ponds)                          | \$ | 10,700.00 |
| ECM PUBLISHERS INC                 | Publish Ad for Bids and Public Hearing Notices (24-21, 25-04, 25) | \$ | 220.00    |
| ECM PUBLISHERS INC                 | Publish Ad for Bids and Public Hearing Notices (24-21, 25-04, 25) | \$ | 198.00    |
| ECM PUBLISHERS INC                 | Publish Ad for Bids and Public Hearing Notices (24-21, 25-04, 25) | \$ | 176.00    |
| EMERGENCY AUTOMOTIVE TECHNOLOGIES  | Upfit Equipment Installation in CSO Squad 5342                    | \$ | 6,053.85  |
| EMERGENCY AUTOMOTIVE TECHNOLOGIES  | Additional Emergency Lighting for Squad 5336                      | \$ | 404.84    |
| ENVIRONMENTAL EQUIPMENT & SERVICES | Broom/Tubes/Skid shoe/Oil Filter/repairs; Sweeper 1308            | \$ | 5,848.32  |
| ENVIRONMENTAL EQUIPMENT & SERVICES | Repairs/RH GB light/belts/nozzles; Sweeper 1277                   | \$ | 5,642.33  |
| FACTORY MOTOR PARTS COMPANY        | Batteries; PW Stock                                               | \$ | 215.84    |
| FACTORY MOTOR PARTS COMPANY        | Batteries; PW Stock                                               | \$ | 335.92    |
| FISERV                             | January FISERV Payment                                            | \$ | 175.04    |
| FRIENDLY CHEVROLET INC             | Brake Pads; PD Stock                                              | \$ | 666.38    |
| FRIENDLY CHEVROLET INC             | Brake Pads; PD Stock                                              | \$ | 333.19    |
| FRIENDLY CHEVROLET INC             | Wiper Blades - PD Stock                                           | \$ | 25.67     |
| FRIENDLY CHEVROLET INC             | Wiper Blades - PD Stock                                           | \$ | 179.69    |
| FRIENDLY CHEVROLET INC             | Brake Rotors; PD Stock                                            | \$ | 606.64    |
| GLOBAL MUSIC RIGHTS LLC            | License for music                                                 | \$ | 850.00    |
| GOLIATH HYDRO-VAC INC              | Media Removal; Plant 3                                            | \$ | 4,990.00  |
| GOLIATH HYDRO-VAC INC              | Media Removal; Plant 3                                            | \$ | 3,320.00  |
| GOODIN COMPANY                     | Heater venter assy; WTP 1                                         | \$ | 509.10    |
| GRAINGER                           | Heater part; Well 8                                               | \$ | 78.45     |
| GRAINGER                           | Fork extensions; Fork lift 1304                                   | \$ | 307.16    |
| GRAINGER                           | 2025 Capital; Tire & Pallet Racking                               | \$ | 2,131.76  |
| GREAT RIVER AUTOMATION LLC         | MAYC automation offline                                           | \$ | 360.00    |
| GREAT RIVER AUTOMATION LLC         | CH & PW automation for boilers/air handler                        | \$ | 1,110.00  |
| H & L MESABI COMPANY               | Plow Cutting Edges; PW                                            | \$ | 756.00    |

|                                       |                                                       |    |           |
|---------------------------------------|-------------------------------------------------------|----|-----------|
| HAWKINS INC                           | Water Treatment Chemicals                             | \$ | 8,165.63  |
| HERC-U-LIFT INC                       | 2025 Capital; Light Duty Scissor Lift #4652           | \$ | 18,111.00 |
| HORIZON ROOFING INC                   | Roof Repairs; WTP 1                                   | \$ | 6,025.00  |
| HOSE PROS LLC                         | Cam Lock Fittings; Jetter's 4506/4511                 | \$ | 128.66    |
| HOSE PROS LLC                         | Adapter/Nozzle/Hose; WTP 3                            | \$ | 304.30    |
| HOTSY MINNESOTA                       | Pressure washer PM/Soap; PW Shop                      | \$ | 1,258.99  |
| IMPACT PROVEN SOLUTIONS               | January 2025 Utility Billing Invoice Printing         | \$ | 5,390.53  |
| INDELCO PLASTICS CORPORATION          | Valve Assy/Connector; Well Maint                      | \$ | 805.90    |
| INSIGHT PUBLIC SECTOR INC             | Network Switch for Building Security Cameras          | \$ | 8,164.91  |
| IUOE LOCAL 49 FRINGE BENEFIT FUNDS    | 49ers Training Facility Fee; January                  | \$ | 887.20    |
| JOB GLORIA D                          | Senior program                                        | \$ | 150.00    |
| JUSTEN JENNAH                         | Tuition reimbursement                                 | \$ | 495.00    |
| KATH FUEL OIL SERVICE COMPANY         | Oil/Hyd Fluid : COB/PD                                | \$ | 4,026.51  |
| KATH FUEL OIL SERVICE COMPANY         | Mechanic shop supply/floor soap                       | \$ | 432.00    |
| KODEX INC                             | Subpoena processing fee. Case 25027794                | \$ | 45.00     |
| KUSTOM SIGNALS INC                    | Repairs to Speed Measuring LIDAR Units                | \$ | 102.07    |
| KUSTOM SIGNALS INC                    | Repairs to Speed Measuring LIDAR Units                | \$ | 242.45    |
| LAMETTRY'S COLLISION INC              | Post Crash Repairs to CSO Truck 5275                  | \$ | 8,184.47  |
| LAWSON PRODUCTS INC                   | Mechanic shop supplies; Clevis Hooks, Cleaner, Screws | \$ | 622.12    |
| LIFE SAFETY SYSTEMS INC               | Cold storage annual fire inspection                   | \$ | 100.00    |
| LOCAL GOVERNMENT INFORMATION SYSTEMS  | 2025 Special Assessment Program & E-Property Site     | \$ | 5,767.00  |
| LOCAL GOVERNMENT INFORMATION SYSTEMS  | 2025 Special Assessment Program System Development    | \$ | 3,175.00  |
| MANSFIELD OIL COMPANY                 | Fuel Delivery - February                              | \$ | 6,624.47  |
| MANSFIELD OIL COMPANY                 | Fuel Delivery - February                              | \$ | 9,834.09  |
| MARSDEN CENTRAL LLC                   | PW Feb janitorial services                            | \$ | 2,550.67  |
| MC TOOL & SAFETY SALES                | PPE: New Hire; Karl Keller                            | \$ | 201.43    |
| MC TOOL & SAFETY SALES                | Insulated Bibs; Storm Water                           | \$ | 255.60    |
| MELY GREG                             | Region 3 continuing education seminar                 | \$ | 66.36     |
| MENARDS - BLAINE                      | Tube Brush, supplies: Well 8                          | \$ | 70.36     |
| MENARDS - BLAINE                      | MAYC Mop handle, key set                              | \$ | 30.97     |
| MENARDS - BLAINE                      | Air filters, chisel set, goo gone auto                | \$ | 151.34    |
| MENARDS - BLAINE                      | Bit, screws, spread bottle, plywood                   | \$ | 87.26     |
| MENARDS - BLAINE                      | Pipe Cutter/Batteries; Water                          | \$ | 105.07    |
| MENARDS - BLAINE                      | CH plumbing                                           | \$ | 167.52    |
| MENARDS - BLAINE                      | Pipe/Fittings; Jetter 4506                            | \$ | 58.88     |
| METRO SALES INCORPORATED              | Copier Support and Maintenance                        | \$ | 676.00    |
| METRO SALES INCORPORATED              | Copier Support and Maintenance                        | \$ | 214.00    |
| METROPOLITAN COUNCIL                  | January 2025 SAC - Revised                            | \$ | 22,141.35 |
| MIDWAY FORD COMPANY                   | Strut Rods; Truck 1289                                | \$ | 52.98     |
| MINNESOTA DEPARTMENT OF PUBLIC SAFETY | Registration Tabs for Surveillance Van - Squad 5125   | \$ | 14.25     |
| MINNESOTA EQUIPMENT - ROGERS          | Cable, clips for 2396 Equipment                       | \$ | 128.22    |
| MINUTE MAKER SECRETARIAL              | Minute Maker Secretarial                              | \$ | 238.13    |
| MINUTE MAKER SECRETARIAL              | 2025 Planning Commission Minutes                      | \$ | 172.00    |
| MORRIN KORKY                          | Adult Basketball 3rd Place Finisher                   | \$ | 75.00     |
| MTI DISTRIBUTING INC                  | 2025 Capital; Light Duty Zero Turn #2453              | \$ | 27,800.00 |
| MTI DISTRIBUTING INC                  | 2025 Capital; Light Duty Zero Turn #2454              | \$ | 27,800.00 |
| MTI DISTRIBUTING INC                  | Roller/bumper deck/blades; Mower 2427                 | \$ | 998.71    |
| MTI DISTRIBUTING INC                  | Right/Left Chamber; Mower 2427                        | \$ | 833.84    |
| MTI DISTRIBUTING INC                  | Wheels, valves for 2427 mower                         | \$ | 771.96    |
| MTI DISTRIBUTING INC                  | Valve Vacuators for 2427 mower                        | \$ | 38.20     |
| MTI DISTRIBUTING INC                  | Yokes: PW Z-Master Mowers                             | \$ | 981.90    |
| MTI DISTRIBUTING INC                  | Yokes: PW Z-Master Mowers                             | \$ | 982.64    |
| MTI DISTRIBUTING INC                  | Rollers/casters/wheels/Oil Pan; Mower 2392            | \$ | 1,600.76  |
| MTI DISTRIBUTING INC                  | Pulleys; mower 2392                                   | \$ | 557.34    |

|                                 |                                                           |    |              |
|---------------------------------|-----------------------------------------------------------|----|--------------|
| NORTHERN SANITARY SUPPLY CO INC | MAYC tissue, liners, floor cleaner, soap                  | \$ | 689.32       |
| NUSS TRUCK & EQUIPMENT          | Front Brake Chambers, slack adjusters; 1279 Plow          | \$ | 424.52       |
| NUSS TRUCK & EQUIPMENT          | Fan control relay: Plow 1281                              | \$ | 94.86        |
| NUSS TRUCK & EQUIPMENT          | Exhaust DPF Repair Kit; Plow 1279                         | \$ | 2,723.46     |
| NUSS TRUCK & EQUIPMENT          | Exhaust DPF Repair Kit; Plow 1279                         | \$ | 767.07       |
| NUSS TRUCK & EQUIPMENT          | Exhaust DPF Repair Kit; Plow 1279                         | \$ | 789.38       |
| NUSS TRUCK & EQUIPMENT          | B/O exhaust DPF Repair kit; Plow 1279                     | \$ | 928.23       |
| NUSS TRUCK & EQUIPMENT          | Credit                                                    | \$ | (670.97)     |
| O'REILLY AUTOMOTIVE INC         | Credit                                                    | \$ | (276.27)     |
| O'REILLY AUTOMOTIVE INC         | Fuel Additives; PW Stock                                  | \$ | 253.88       |
| O'REILLY AUTOMOTIVE INC         | Oil/circuit breaker; Fleet/PW                             | \$ | 214.75       |
| O'REILLY AUTOMOTIVE INC         | Filters; PW Stock                                         | \$ | 22.05        |
| O'REILLY AUTOMOTIVE INC         | Filters; PW Stock                                         | \$ | 133.55       |
| O'REILLY AUTOMOTIVE INC         | Motor Oil; PD Stock                                       | \$ | 191.76       |
| O'REILLY AUTOMOTIVE INC         | Rear Rotors/Pads; Vehicle 4605 F350                       | \$ | 335.00       |
| O'REILLY AUTOMOTIVE INC         | Rear Rotors/Pads; Vehicle 4605 F350                       | \$ | 233.96       |
| O'REILLY AUTOMOTIVE INC         | Filters; PW Stock                                         | \$ | 85.80        |
| O'REILLY AUTOMOTIVE INC         | Filters; PW Stock                                         | \$ | 41.00        |
| O'REILLY AUTOMOTIVE INC         | Tie Rod/Shocks; Truck 4606                                | \$ | 350.53       |
| PAFFY'S PEST CONTROL INC        | CH monthly pest control                                   | \$ | 85.35        |
| PAFFY'S PEST CONTROL INC        | CH monthly pest control                                   | \$ | 168.62       |
| PETERSON NATHAN                 | 5 - Meals reimbursed presidential inauguration            | \$ | 124.30       |
| PIONEER PHOTOGRAPHY & SERVICES  | Senior program - Civil War Part 2                         | \$ | 325.00       |
| PRINT CENTRAL                   | Business Cards - Lisa Derr                                | \$ | 39.00        |
| REBYL SPORTS INC                | Team Clothing Building Inspections                        | \$ | 1,325.68     |
| RIDGEWAY & ASSOCIATES           | PD Mental Wellness Program 2025                           | \$ | 2,340.00     |
| SBM FIRE DEPARTMENT             | 2025 Fire Protection Services                             | \$ | 454,118.00   |
| SHORT ELLIOTT HENDRICKSON INC   | Engineering Services 2025 Street Rehab Project, I/P 25-05 | \$ | 12,740.30    |
| SUN LIFE FINANCIAL              | Long Term Disability Insurance-monthly                    | \$ | 5,187.17     |
| TEAMSTERS LOCAL #320 WELFARE    | Police Dental - Group #1609 Monthly                       | \$ | 8,436.00     |
| TREMBLEY JACOB                  | 1st Place Adult Basketball League                         | \$ | 150.00       |
| TWIN CITY FILTER SERVICE INC    | CH air filters                                            | \$ | 992.32       |
| USA BLUEBOOK (#657220)          | Lab Testing Supplies; Water Department                    | \$ | 264.78       |
| VILLEGAS WESLEY                 | Tuition reimbursement                                     | \$ | 656.00       |
| WALTERS RECYCLING & REFUSE INC  | Garbage and Recycling Contract                            | \$ | 487,810.51   |
| WHOOSTER INC                    | Annual fee for Wooster LE phone look up service           | \$ | 600.00       |
| WIENS BRIAN                     | 3 - Meals reimbursed presidential inauguration            | \$ | 83.08        |
| XCEL ENERGY                     | 9191 Lincoln ST NE - Bandshell                            | \$ | 38.58        |
| XTREME CUSTOM APPAREL           | Citizens Academy apparel                                  | \$ | 634.00       |
| XTREME CUSTOM APPAREL           | Citizens Academy apparel                                  | \$ | 39.00        |
| ZIEGLER INC                     | Well/Plants Generator Maint: 3 yr contract                | \$ | 12,197.34    |
|                                 |                                                           | \$ | 1,533,591.05 |

**CITY OF BLAINE**

**SUBSET OF PAYMENTS BETWEEN \$20,000 AND \$50,000 FROM THE SCHEDULE OF BILLS PAID  
APPROVED ON 03/17/2025 FOR PAYMENTS THE WEEK OF 02/28/2025**

| <b>Vendor Name</b>         | <b>Description</b>                                       | <b>Amount</b> |
|----------------------------|----------------------------------------------------------|---------------|
| ANOKA COUNTY TREASURY DEPT | 2025 DTF Grant Match Fund                                | \$ 20,000.00  |
| METROPOLITAN COUNCIL       | January 2025 SAC - Revised                               | \$ 22,141.35  |
| MTI DISTRIBUTING INC       | 2025 Capital; Light Duty Zero Turn #2453                 | \$ 27,800.00  |
| MTI DISTRIBUTING INC       | 2025 Capital; Light Duty Zero Turn #2454                 | \$ 27,800.00  |
| BOLTON & MENK INC          | Design & Construction Services - 2025 SW Area, I/P 25-06 | \$ 29,045.50  |



# City of Blaine

## City Council Workshop

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March 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: City Manager Michelle Wolfe; Community Development Director Erik Thorvig; Assistant Community Development Director Sheila Sellman; Safety Services Director/Police Chief Brian Podany; Finance Director Jason Zimmerman; Director of Administrative Services Scott Johnson; Director of Engineering Dan Schluender; City Attorney Tom Loonan; Communications Manager Ben Hayle; and City Clerk Catherine Sorensen.

#### 3. New Business

- 3.1.** 2025-66 TH65/Bunker Lake Boulevard, Segment 3  
*Sponsors: Daniel Schluender, Director of Engineering*

Director of Engineering Schluender stated Anoka County is in the process of preparing a plan that will construct an interchange on TH 65 at Bunker Lake Boulevard (CSAH 116) that includes access closures and frontage road improvements. They are in the preliminary stages of the project and will begin to have a series of open houses to present the project to

the public and receive comments and concerns. The county and their consultant, Bolton & Menk, were in attendance to share with council some of the preliminary design(s) issues/features and the proposed project schedule.

Jorge Bernal, Anoka County Highway Department, thanked the council for their time and noted he would like to review the plans for the TH65 at Bunker Lake Boulevard intersection.

Beth Engum, Bolton & Menk, further discussed the plans for TH65 at Bunker Lake Boulevard, noting this was an important intersection for Anoka County. She reviewed concepts that were brought forward from the PEL study noting one option was at grade and the others would go over Bunker Lake Boulevard. She noted a frontage road would continue from 131st to 133rd. She reported the county continues to seek additional funding sources for this project in order to include the intersection at Johnson and Lincoln. She reviewed the public invite that would be sent out prior to the open house, which will be held on March 27 at St. Paul's Church from 5:00PM to 7:00PM. She commented further on the project timeline noting this project would have a two-year construction schedule.

Councilmember Robertson requested the county forward the invitation and plans for this intersection be forwarded to the city council. She anticipated the R-cut plan would be unpopular with the public given all the negative feedback that has been received from the R-cut at Viking Boulevard. Mr. Schluender stated MNDOT now has eight R-cuts in place.

Councilmember Newland asked which option would be the most cost effective and safest. Ms. Engum reported the R-cut was the least expensive, but also operates the poorest from a traffic and safety perspective. She indicated the tight diamond with the roundabout and signal were very close in cost. She estimated the work would cost \$50 million and the county had a funding shortfall of around \$44 million.

Councilmember Massoglia questioned if a sound wall would be installed on the west side of TH65. Ms. Engum stated a sound wall was included and explained further analysis and discussions would be held regarding the location.

**3.2. 2025-67 Minnesota Tournament Wellness Center Presentation**  
*Sponsors: Erik Thorvig, Community Development Director*

Community Development Director Thorvig stated in 2021, staff was approached by a group wanting to construct a private athletic facility in Blaine. The facility would be called the Minnesota Tournament Wellness Center (MNTWC) and would serve the community and region in several ways. The over 250,000 square foot facility would have the following components:

- 12 full size basketball courts that convert to 24 full size volleyball courts
- 6 professional pickleball courts
- Fitness center
- Professional training center for youth athletes
- Family and kid zone activity center
- E-sports
- Media/theater space for educational opportunities
- Classrooms/meeting rooms

- Retail space for sports-oriented products
- Food/concession areas
- Aquatics (being further analyzed due to cost)

Mr. Thorvig explained the team behind the idea consists of local residents and other partners nationally that have expertise in the construction, operation and management of sports facilities. Shawn and James O'Keefe, along with Shaun Jensen, are the creators of the vision. He provided further background information on the creative team. It was noted Sports Facilities Company (SFC) has been involved since initial discussions. SFC is located in Clearwater, Florida, opening in 2003, has become the trusted resource to plan, fund, develop and operate sports, recreation, entertainment and fitness facilities throughout the country. George Fantauzza with Populous Architects has been the lead resource on design of the facility. Mr. Fantauzza's recent experience includes work on the new stadium for the Buffalo Bills, renovation of the Toronto Blue Jays stadium, Golden State Warrior's Arena and Allegiant Stadium in Las Vegas.

Shawn O'Keefe, MNTWC, introduced himself to the council. He explained in June he would like to bring this item forward to Blaine residents for an eventual referendum vote to see if the community supported the Minnesota Tournament Wellness Center.

James O'Keefe, MNTWC, stated he was looking for a public/private partnership for this venture. He reviewed what the private side would do, noting they would fund 50% of the project as well as operate the facility. He explained he had spoken to the athletic directors from the area schools who were excited about partnering with MNTWC. He commented further on how a one-half cent local sales tax would fund the project and 25% of the funding would be provided by visitors to Blaine. He explained once the local option sales tax concluded, the facility would be fully funded and maintained by the private side. He further discussed the economic this facility would have on the community.

Shaun Jensen, MNTWC, commented on the differences between the community center that was proposed in Blaine 10 years back compared to the MNTWC. He explained community centers don't typically keep themselves up and lose money every year. He reported the MNTWC would make a profit and would be properly maintained. He explained wellness centers like this are always paid off early.

Mr. O'Keefe encouraged the council to visit the wellness center in Overland Park, Kansas in order to better understand how transformative this center has been on the business community. He stated it was his hope to partner with the city on a similar center that would truly make Blaine the sports capital of Minnesota.

Brian, Populous Architects, commented on the expertise he could bring to the community and discussed projects he has worked on in the past. He noted Populous was the architect for Target Field in 2010 and Allianz Field in 2019. He explained Populous was heavily involved in sustainability efforts, noting he just worked on a field in Seattle that was the first to be carbon neutral, which was the company's crown jewel. He reviewed two examples of projects he worked on recently that would be similar to the facility being proposed in Blaine.

Mr. O'Keefe stated he lives in Blaine and one of the sites he was looking at was right off of 109th Avenue and was 40 acres in size. He discussed how this facility would have a regional

draw.

Brian discussed what could be included within the MNTWC noting this facility would support indoor tournaments, athlete training along with social and fitness spaces. He stated the facility could also have a connection with veterans or veterans programming.

Dan, Sports Facilities Companies, introduced himself and his company to the council. He explained his team was interested in being a part of the Blaine facility. He stated his organization currently manages over 50 venues and has 13 more in the development phase. He commented further on the value of outsourcing management for the proposed sports facility, noting this would assist in eliminating the learning curve. He indicated the staff working at the proposed facility would live in the community but would benefit from national experience that was customized for the local market.

Mr. O'Keefe stated he has partnered with Populous and SFC because they share his core values, which were focused on the community.

Mr. Thorvig commented further on how facilities like this were funded, noting most were assisted by a local option sales tax. He explained this was a financial tool available to cities in Minnesota, but there was currently a moratorium in place. He indicated this moratorium was set to expire at the end of May 2025. He discussed how the process for approval of a local option sales tax may change going forward, but noted a referendum vote would not change. He reported if a local option sales tax were supported by the community, a new revenue stream would be created for the city. He explained projections from the state show that 50% of the retail sales in the city come from visitors while the remaining portion comes from residents. He stated staff was seeking direction from the council on whether or not this project should move forward.

Mayor Sanders thanked staff for the detailed presentation and thanked the developers for their interest in Blaine.

Councilmember Larson asked what would happen if the money was not generated as predicted. Mr. O'Keefe stated there was always some level of risk in a new venture, but stated by partnering with SFC they bring a high level of expertise and experience in managing pro formas for these types of facilities. He explained he does not have any facilities that have failed. He reported he was confident in the numbers that were being proposed. He indicated this facility was not just 12 basketball courts, but rather would be offering a wide variety of services in order to generate a wide variety of income streams.

Councilmember Robertson questioned what the cost would be for the aquatics portion of the project. Mr. O'Keefe explained the aquatics portion has its own pro forma. He stated if aquatics were brought in, the local options sales tax would pay for the center to be constructed, and operations and maintenance would be paid for 50/50 long term. He indicated the aquatics center would cost \$38 to \$40 million.

Councilmember Robertson inquired what the user fees would be for the wellness facility. Mr. O'Keefe stated the goal would be to get as many families in the door as possible. He estimated the fee would be \$35 per person per year for Blaine residents. He commented on how he wants this facility to be very accessible to all ages as well as for veterans.



Councilmember Robertson indicated this would be a very expensive project, especially if aquatics were included. She wished a presentation like this would have occurred six years ago prior to the 105th Redevelopment Area. She feared the timing was off and that she was feeling a heavy burden of risk with this project because now services would be overlapping. She reported she loved the idea of this project, but commented on how the city could only go to residents once for a local option sales tax.

Mr. O'Keefe thanked Councilmember Robertson for sharing her concerns. He stated he grew up in Blaine as did his children. He indicated there was a space void because the city did not have a community center. He indicated a community center could be pursued that was paid for by all residents in perpetuity or a wellness center could be considered that would only be partially funded by taxpayers and would be profitable. He reported \$25 million a year in economic impact would be brought to the city of Blaine if the wellness center were pursued.

Councilmember Robertson stated she believed all the statements being made were true along with the her concerns about timing. She indicated Blaine has a master developer that was working to bring some of the amenities proposed in the wellness center to Blaine through the 105th Area Redevelopment project. She reported this developer would be investing three fourths of a billion in the community. She then commented on how the city needs a new fire station and the police department needs additional storage and equipment, which were priorities to her.

Councilmember Ford thanked the applicants for their detailed presentation. He explained he was unsure how underground parking would be completed with this project. He indicated he liked the idea of this project, but noted he had concerns regarding the proposed location. He questioned when the busy season would be for the wellness center as he feared there would be overlapping traffic concerns with the 3M Open and USA Cup. Mr. O'Keefe reported the wellness facility would be active all year round. He indicated it would be most busy on the weekends and during the week the space would be utilized by the community.

Councilmember Newland discussed how things have changed in the past two years in the city. He reported the city needs the local option sales tax as an option for the city and not the community center in order to pay for the infrastructure needs in the community. He stated he appreciated the interest the applicants had in Blaine and indicated this was a beautiful project, but he was of the opinion this was a project the city could not afford at this time.

Councilmember Massoglia stated he appreciated the vision for this project and understood the community was missing the indoor court piece. However, he was concerned about the financial request and timing of this project as well.

Councilmember Larson indicated a lot of people want a community center in Blaine as well as more basketball courts. She understood the proposed facility would fill this need. She stated she appreciated the fact this project would require a referendum and then could either move forward or not move forward based on the vote of the public. For this reason, she could support the project moving forward to a referendum vote.

Councilmember Fleming explained she appreciated the vision for this facility and agreed this project would be a great addition to Blaine. She commented the problem with letting the voters decide would be left with the city council on how to make it all work. She anticipated this would be very difficult.

Mr. O'Keefe stated the one-half percent in local option sales tax would bring in twice as much as would be needed for the wellness facility. He explained this additional funding could be used for a fire station, lift stations, or police expenditures.

Mr. Thorvig commented he appreciated the candid feedback from the city council. He explained he could further analyze how local option sales tax dollars could be spent noting he believed the dollars had to be spent on projects that had regional significance. He asked if the council would support having further conversations regarding local options sales tax. The council was in support of this recommendation.

Finance Director Zimmerman expressed concern with the 5% increase that was included in the pro forma stating this may not be realistic.

Councilmember Massoglia questioned if the city could do a sports district sales tax and a local options sales tax. Mr. Thorvig commented he would have to look into this further.

Mayor Sanders stated prior to the moratorium, the state would have allowed for this.

Council discussed the feasibility of such a project and while they felt the vision would be good for Blaine, there were concerns about the ability to do this type of project at this time due to funding, traffic/parking impacts and potential risk factors.

The workshop meeting was recessed at 7:03PM.

**3.3. 2025-68      Boards and Commissions Applicant Review - 2025**  
*Sponsors: Cathy Sorensen, City Clerk*

The workshop meeting reconvened at 8:00PM.

City Manager Wolfe stated council has been reviewing and ranking applications received for the 2025 board and commission vacancies then noted council had appointed Paul Edgett to the SBM Fire Board and Kelli Goodrich to the Twin Cities Gateway Board of Directors during the regular meeting and that the remaining appointments would be considered at the March 17 meeting.

Councilmember Massoglia stated Blaine was carrying 76% of the costs for the SBM Fire Department and indicated he would like to have better communication with members on the fire board versus being reactive to what was occurring on the board.

Mayor Sanders stated this was a valid concern and indicated the council could discuss restructuring the fire board given the economic impact this organization has on Blaine.

Councilmember Larson asked if a councilmember currently attended the fire board meetings.

Mayor Sanders reported councilmembers do not attend fire board meetings. Ms. Wolfe commented on how the Lake Johanna Fire Board was structured.

Councilmember Newland supported the council further discuss the structure of the fire board at a future workshop meeting given all the transitions that were occurring within the fire department.

**3.4. 2025-69**      Blaine City Manager Recruitment Process  
*Sponsors: Scott Johnson, Director of Administrative Services*

Director of Administrative Services Johnson stated staff will provide an update on the upcoming city manager opening recruitment at the workshop. On February, 21, 2025, staff received three responses expressing interest in conducting the recruitment for the upcoming city manager opening. Staff emailed out a summary of the three responses to the city council. Staff requested the city council review and rank the three firms and now decide on a top firm at workshop and direct the mayor and city manager to enter into a contract. The top firm will then be invited to the March 10, 2025, workshop to meet with the city council. This will give the city council the opportunity to discuss the process, timelines, and the type of candidates for the position the city council would like to attract. The firm reports to the city council on milestones for the recruitment. Staff is requesting the city council decide on a top form at the Workshop and direct the mayor and city manager to enter into a contract.

Mayor Sanders reported SGR has done a great job for the city in the past and he supported the city working with SGR again for the city manager position.

Councilmember Robertson reported a subcommittee of the city council worked with SGR during the last city manager recruitment process. Mr. Johnson stated this same process could be followed.

Councilmember Robertson recommended City Attorney Loonan review the process within the city charter for the council to consider when recruiting a new city manager.

Ms. Wolfe reported she was considering a future conversation on council/city manager roles so the information requested from the city attorney would tie into this very well. She commented during the March 10 workshop SGR would be requesting input from the council regarding priorities and skill sets for the next city manager.

City Attorney Loonan explained the city manager was the only employee the council had authority over and how the city manager was then tasked with carrying out the council's policies. He stated he could report back to the council with further information on what the role of the city manager was per the charter.

Council consensus was to select SGR for the city manager recruitment process.

**3.5. 2025-70**      Closed Session Pursuant to MN Statute 13D.05(3)(c)(3) - Discuss Acquisition of Property for 2170 106th Lane and 10500 Nassau Street  
*Sponsors: Erik Thorvig, Community Development Director*

After a motion and second, the council moved into a closed meeting pursuant to MN Statute 13D.05 (3)(c)(3) to discuss the acquisition of property at 2170 106th Lane and 10500 Nassau Street.

#### **4. Other Business**

Councilmember Massoglia indicated he would like to see more information included within the bills paid on the agenda for both credit card statements and employee reimbursements. He said he reviewed the materials provided by staff and that while he intends to review them further with the finance director and city manager he would like to see more detail included going forward for council review.

City Manager Wolfe said she believed this topic should be included as a larger discussion with the city attorney as the level of detail may be beyond the role of council outlined in city charter.

City Attorney Loonan agreed, stating staff had already been discussing whether to continue to include bills paid on council agendas as that action is not required by charter. He said the charter is the governing document for the city and quite clear on the council's role and depending on the level Councilmember Massoglia is requesting it may involve a charter amendment.

#### **5. Adjournment**

The workshop was adjourned at 8:30PM.



# City of Blaine

## City Council

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March 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 7:10PM 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: City Manager Michelle Wolfe; Community Development Director Erik Thorvig; Assistant Community Development Director Sheila Sellman; Safety Services Director/Police Chief Brian Podany; Finance Director Jason Zimmerman; 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

None.

#### 5. Communications

Councilmember Newland highlighted the Summer *RecConnect* and encouraged the community to review this great publication. He thanked the parks department for their efforts on this publication.

Councilmember Massoglia reported 3M renewed their partnership with the PGA Tour at TPC for

the 3M Open.

## 6. **Open Forum**

Open Forum is an opportunity for the public to 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.

Mayor Sanders opened the Open Forum at 7:12PM.

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

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

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

Motion adopted unanimously.

- |             |           |                                                                                                                                                                                                                     |
|-------------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>7.1.</b> | 2025-71   | Schedule of Bills Paid<br><i>Sponsors: Jason Zimmerman, Finance Director</i>                                                                                                                                        |
| <b>7.2.</b> | 2025-72   | Approval of Minutes<br><i>Sponsors: Cathy Sorensen, City Clerk</i>                                                                                                                                                  |
| <b>7.3.</b> | 2025-73   | Approve Payment to AXON Enterprises Inc. for the Officer Safety Plan Contract<br><i>Sponsors: Brian Podany, Safety Services Manager/Police Chief</i>                                                                |
| <b>7.4.</b> | RES 25-42 | Approve Plans and Specifications and Order Advertisement for Bids for the 2025 Southwest Area Street Reconstructions, Improvement Project No. T25-06<br><i>Sponsors: Daniel Schluender, Director of Engineering</i> |
| <b>7.5.</b> | 2025-74   | Approve Temporary Nursery Sales License for Cub Foods Greenhouse, 12595 Central Avenue NE                                                                                                                           |

*Sponsors: Cathy Sorensen, City Clerk*

- 7.6.** 2025-75 Approve a Therapeutic Massage Enterprise License for Crystal Williams Massage, 1341 113th Ave NE, Suite 401  
*Sponsors: Cathy Sorensen, City Clerk*

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

- 8.1.** RES 25-34 Resolution Granting a Conditional Use Permit to Allow Live Entertainment in the B-2 (Community Commercial) Zoning District at 10950 Club West Parkway NE, Suite 100. Wild Bill's Sports Saloon (Case File No. 25-0002/SLK)  
*Sponsors: Sheila Sellman, Assistant Community Development Director*

Assistant Community Development Director Sellman stated Wild Bill's Sports Saloon is requesting a Conditional Use Permit (CUP) for live entertainment at an existing restaurant.

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

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

Moved by Councilmember Robertson, seconded by Councilmember Massoglia, to adopt a Resolution Granting a Conditional Use Permit to Allow Live Entertainment in the B-2 (Community Commercial) Zoning District at 10950 Club West Parkway NE, Suite 100.

Motion adopted unanimously.

- 8.2.** RES 25-36 Resolution Granting a Conditional Use Permit for a Specialized Athletic Training Facility (Fitness Center) in the Heavy Industrial (I-2) Zoning District at 10005 Goodhue Street NE. Transform Sports Performance (Case File No. 25-0003/ACK)  
*Sponsors: Sheila Sellman, Assistant Community Development Director*

Ms. Sellman stated the applicant is requesting a Conditional Use Permit (CUP) to open a specialized athletic training facility in a Heavy Industrial (I-2) zoning district. Staff discussed how the space would be used by the applicant and recommended approval.

Mayor Sanders opened the public hearing at 7:19PM.

The applicant of Transform Sports Fitness shared his thanks for the opportunity to create this training facility in the city of Blaine.

Nate Kveton, 9298 Central Avenue NE, explained he supported the proposed training facility.

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

Moved by Councilmember Newland, seconded by Councilmember Robertson, to adopt a Resolution Granting a Conditional Use Permit for a Specialized Athletic Training Facility (Fitness Center) in the Heavy Industrial (I-2) Zoning District at 10005 Goodhue Street NE.

Motion adopted unanimously.

- 8.3.** RES 25-32      Conduct Public Hearing and Adopt a Resolution to Vacate Drainage and Utility Easements on 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*

Director of Engineering Schluender stated the city received a petition dated January 21, 2025 from Joseph Radach representing Contour Development LLC, requesting the vacation of Drainage and Utility Easements, Lot 1, Block 1, Larson's Estates; according to the recorded plat thereof, Anoka County, Minnesota.

Mayor Sanders opened the public hearing at 7:21PM.

There being no public input, Mayor Sanders closed the public hearing at 7:21PM.

Moved by Councilmember Newland, seconded by Councilmember Robertson, to Conduct Public Hearing and Adopt a Resolution to Vacate Drainage and Utility Easements on Lot 1, Block 1, Larson's Estates, according to the recorded plat thereof, Anoka County, Minnesota; Vacation No. V25-01.

Motion adopted unanimously.

- 8.4.** 2025-76      Alcohol Compliance Violation License Suspension, Best Taste of Pho Saigon, Inc. 11712 Ulysses Lane NE  
*Sponsors: Cathy Sorensen, City Clerk*

City Clerk Sorensen stated council is asked to confirm the alcohol compliance failure violation at Best Taste of Pho Saigon and impose the penalty as outlined by city code by suspending the on-sale intoxicating liquor license for a mandatory ten-consecutive-days.

Councilmember Newland explained the city has had more alcohol violations in recent years and this was concerning to him. He read a statement from Mothers Against Drunk Drivers into the record and stressed the importance of responsible alcohol service to avoid tragedies that occur as a result of impaired and drunk driving.

Mayor Sanders opened the hearing at 7:28PM and confirmed the license holder was not present.



There being no public input, Mayor Sanders closed the public hearing at 7:28PM.

Moved by Councilmember Massoglia, seconded by Councilmember Newland, to approve the Alcohol Compliance Violation License Suspension for Best Taste of Pho Saigon, Inc. at 11712 Ulysses Lane NE.

Motion adopted unanimously.

- 8.5.**    2025-77        Alcohol Compliance Violation Hearing, Pizza Pub Prime, 2190 105th Avenue NE  
*Sponsors: Cathy Sorensen, City Clerk*

This hearing request was withdrawn at the request of the license holder.

## **9.    Development Business**

- 9.1.**    RES 25-23        Resolution Granting a 12-Month Extension to a Conditional Use Permit for the Construction of a 48-Unit Apartment in a Development Flex (DF) Zoning District at 111 99th Avenue NE. 99th Apartments (TTT Development, LLC) (Case File No. 24-0018/SAS)  
*Sponsors: Sheila Sellman, Assistant Community Development Director*

Ms. Sellman stated the applicant is requesting a 12-month extension to a Conditional Use Permit (CUP) for a 48-unit apartment.

Councilmember Massoglia indicated he would not be supporting the extension of this CUP noting he had not supported this project from the onset as he felt this was not a good location. He said with the anticipated growth in Blaine he didn't believe the city needed to continue to rezone for apartments, especially Section 8 type housing as there was enough of that type of housing already.

Councilmember Newland stated the council approved an extension with the original developer for this property and noted it was fairly routine for the council to grant extensions for CUPs. He reported the denial of this CUP would open the door for another project that could come forward that was twice the size of this project.

Councilmember Larson asked if this was the same developer that received an extension in 2024. Ms. Sellman stated this was a different developer.

Councilmember Ford indicated he was not on council when this project was originally considered, but if he had been he would have offered his support. He explained he was the result of low-income housing and noted everyone needs a place to live. He encouraged people to not be afraid of low-income housing but rather embrace providing housing because people need somewhere to live.

Councilmember Robertson reported the intent of the request before the council was to simply extend the CUP. With that in mind, she commented further on the precedent that had been set for approving extensions on CUPs and noted she would be offering her support.

Councilmember Massoglia reminded the council there was also precedent for denying CUP extensions as well. He explained the council denied the Hy-Vee CUP extension as well as another development.

Councilmember Larson indicated she voted against the last CUP extension and for this reason she would not be supporting the requested CUP extension. She stated she appreciated and respected Councilmember Ford's comments and noted her vote was not for fearmongering but rather based on comments received from the neighbors and from her tour of the site.

Moved by Mayor Sanders, seconded by Councilmember Robertson, to adopt a Resolution Granting a 12-Month Extension to a Conditional Use Permit for the Construction of a 48-Unit Apartment in a Development Flex (DF) Zoning District at 111 99th Avenue NE.

Motion adopted 5-2 (Councilmembers Larson and Massoglia opposed).

- 9.2.** RES 25-37      Granting Preliminary Plat Approval to Subdivide 19.24 Acres into 2 Single Family Lots, 28 Townhome Lots, Common Space and One Outlot to be Known as Meadowland Estates West at 2741 and 2775 125th Avenue NE. Herbst Raich Investments, LLC (Case File No. 24-0073/SAS)  
*Sponsors: Sheila Sellman, Assistant Community Development Director*

Ms. Sellman stated the applicant is requesting preliminary plat approval to develop the site into 28 townhome lots, common space and retain the existing two single family homes. This project was approved in 2023. The final plat has expired and requires new approvals to develop. Nothing has changed from the previous plat.

Moved by Councilmember Robertson, seconded by Councilmember Fleming, to grant Preliminary Plat Approval to Subdivide 19.24 Acres into 2 Single Family Lots, 28 Townhome Lots, Common Space and One Outlot to be Known as Meadowland Estates West at 2741 and 2775 125th Avenue NE.

Motion adopted unanimously.

## **10. Administration**

- 10.1.** 2025-78      Boards and Commissions Appointments 2025  
*Sponsors: Cathy Sorensen, City Clerk*

Ms. Sorensen stated council is asked to make appointments for the 2025 boards and commissions. Council has been reviewing and ranking applications received for the 2025

board and commission vacancies. During workshop council discussed applications received and if prepared staff is recommending the mayor announce those appointments and by motion council confirm. She recommended that council make the appointments to the SBM Fire Board and Twin Cities Gateway noting the remaining boards and commissions appointments would be considered at the March 17 city council meeting.

Moved by Mayor Sanders, seconded by Councilmember Larson, to appoint Paul Edgett to the SBM Fire Board and Kelli Goodrich to the Twin Cities Gateway Board of Directors.

Councilmember Larson stated she was very supportive of both of these appointments.

Motion adopted unanimously.

- 10.2. RES 25-43** Resolution Authorizing the Mayor and City Manager to Enter Into a Settlement Agreement with Blaine Atlantic Funding, LLC Related to Land Use Litigation for Property Located at 551 87th Lane (Civil No. 23-CV-00172)  
*Sponsors: Erik Thorvig, Community Development Director*

Community Development Director Thorvig stated the city has reached a settlement with Blaine Atlantic Funding, LLC related to land use litigation for property located at 551 87th Lane (Civil No. 23-CV-00172). The parties engaged in that court-ordered settlement conference on February 24, 2025, with Magistrate Judge Douglas Micko presiding over the discussions. In addition to litigation counsel, Community Development Director Erik Thorvig and Council Member Chris Massoglia attended for the city. Joe Neubauer attended the LMCIT. After exchanging settlement positions and discussing ranges for a potential settlement, the parties agreed to settle the lawsuit for a one-time payment to the plaintiff of \$400,000. Stipulations of the settlement require immediate council action on the settlement amount. The settlement must be formally approved by the city council in open session. Upon formal approval by the city council, a formal settlement agreement will be drafted identifying the amount and memorializing that the lawsuit will be extinguished upon payment and no further legal action may occur. No other terms or stipulations exist. Staff commented on the city would be responsible for a portion of the settlement and the remainder would be covered by the LMCIT.

Moved by Councilmember Newland, seconded by Councilmember Robertson, to adopt a Resolution Authorizing the Mayor and City Manager to Enter Into a Settlement Agreement with Blaine Atlantic Funding, LLC Related to Land Use Litigation for Property Located at 551 87th Lane (Civil No. 23-CV-00172).

Councilmember Larson indicated this item angered her as she believed zero taxpayer dollars should have been offered to the plaintiff. She said she did not believe the plaintiff had a leg to stand on because the land was not zoned for an apartment building and stated she would not be supporting this settlement agreement.

Councilmember Robertson commented with this case, the project aligned with the Northtown visioning document. She explained precedent could always be set, but in this case, she believed it was better to settle with the plaintiff than to bring this case to jury trial.

Councilmember Massoglia explained the settlement was a risk-mitigation move and noted at the end of the day the cost to the city would be \$150,000.

Motion adopted 6-1 (Councilmember Larson opposed).

## **11. Other Business**

None.

## **12. Adjournment**

Moved by Councilmember Robertson, seconded by Councilmember Larson, to adjourn the meeting at 7:52PM.

Motion adopted unanimously.



# City of Blaine Staff Report

File Number: RES 25-41

| Agenda Date    | Status     |
|----------------|------------|
| March 17, 2025 |            |
| In Control     | File Type  |
| City Council   | Resolution |

**Approval of Consent Agenda:** - Sheila Sellman, Assistant Community Development Director

## Agenda Item # 7.3

Resolution Granting Final Plat Approval to Subdivide 19.24 Acres into 2 Single Family Lots, 28 Townhome Lots, Common Space and One Outlot to be Known as Meadowland Estates West at 2741 and 2775 125th Avenue NE. Herbst Raich Investments, LLC (Case File No. 24-0072/SAS)

## Executive Summary

The applicant is requesting final plat approval to develop the site into 28 townhome lots, common space and retain the existing two single family homes.

## Background

|                                    |          |
|------------------------------------|----------|
| Planning Commission Public Hearing | 02/11/25 |
| City Council (Preliminary Plat)    | 03/03/25 |
| City Council (Final Plat)          | 03/17/25 |
| Action Deadline                    | 05/02/25 |

Staff report prepared by Sheila Sellman, Assistant Community Development Director, and Teresa Barnes, Project Engineer

The final plat is consistent with the approved preliminary plat, Resolution No. 25-37.

## Evaluation of Request

### Planning Analysis

#### Zoning

The subject site is zoned Development Flex (DF).

#### Surrounding Zoning and Uses

The surrounding properties are zoned DF. Harpers Landing development is to the east of the subject site and is developed with small single-family lots and townhomes. Meadowland Estates is north of the

subject site and developing with single-family homes. The property to the west is Woods at Quail Creek and is developed with single-family homes. The south side of the development is adjacent to 125th Avenue NE.

#### Existing Conditions

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

#### History

A Conditional Use Permit (CUP) was approved and extended to allow 2 single-family lots and 28 townhome lots in a DF zoning district. The CUP sets the uses and parameters for the development. The preliminary plat is consistent with the CUP. The CUP extension is valid until September 6, 2025, and the developer must commence construction by September 6, 2025, or the CUP becomes null and void.

The proposed plat received final plat approval in 2023 and an extension to the recording to December 5, 2024. Final plat approvals must be recorded within one year of approval, unless an extension is granted. Only one extension is allowed. As the final plat has now expired, a new preliminary plat and final plat are required for development. The preliminary plat for consideration is the same plat that was approved in 2023.

#### Plat

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

As proposed, the lot sizes are as follows:

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

#### Setbacks

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

The single-family setbacks are as follows:

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

### Parking

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

### Landscaping

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

### Tree Preservation

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

### Park Dedication

Park dedication will be required for the 28 new lots/units being constructed at the rate of \$4,894 per unit (2025 rate), for a total park dedication fee of \$137,032. This amount must be paid prior to releasing the plat mylars for recording at Anoka County.

## **Engineering Analysis**

### Grading/Storm Drainage

The developer is proposing to grade the entire site as shown on the Coon Creek Watershed District (CCWD) and city approved grading, drainage, erosion protection and sediment control plans prepared by the developer's engineer.

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

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

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

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

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

#### Utilities

The developer will be responsible for trunk sanitary sewer area charges when platting upland acreage. The 2025 rate for Sanitary Sewer District 6 is \$8,229.00 per upland acre and will be applied to the acreage platted. This phase is proposing to develop approximately 5 acres of upland for a total sewer area charge of \$41,145.00.

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

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

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

#### Wetlands/Watershed/FEMA

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

The developer will need to submit the project to CCWD review, approval and permits required prior to city plan approval and start of site work.

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

#### Access/Street Design/Sidewalks/Trails

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

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

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

#### Easements/Right-of-way/Permits

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



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

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

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

### **Strategic Plan Relationship**

Not applicable.

### **Board/Commission Review**

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

### **Financial Impact**

Not applicable.

### **Public Outreach/Input**

Notifications are not required for final plats.

### **Staff Recommendation**

By motion, adopt the resolution.

### **Attachment List**

1. Zoning and Location Map
2. Final Plat



# City of Blaine

## Signature Copy

Resolution: RES 25-41

**Resolution Granting Final Plat Approval to Subdivide 19.24 Acres into 2 Single Family Lots, 28 Townhome Lots, Common Space and One Outlot to be Known as Meadowland Estates West at 2741 and 2775 125th Avenue NE. Herbst Raich Investments, LLC (Case File No. 24-0072/SAS)**

**WHEREAS**, an application has been filed by Herbst Raich Investments, LLC, as Case File No. 24-0072 for a final plat known as Meadowland Estates West; and

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

Parcel 1:

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

Together with an easement for ingress, egress, and utility purposes over that part of the south 934.30 feet of the west 50.00 feet of the West Half of the County, Minnesota. West Half of said Southeast Quarter lying North of Anoka County Highway Right-of-Way Plat Number 46.

Together with an easement for ingress, egress and utility purposes over that part of said West Half of the Southeast Quarter of the Southwest Quarter lying within a strip of land 33.00 feet in width, the center line of said strip of land being described as follows:

Beginning at a point on the west line of said Southeast Quarter of the Southwest Quarter distant 927.60 feet northerly of the southwest corner thereof, for the purposes of this description said west line is assumed to bear North 01 degree 03 minutes 28 seconds West. thence North 63 degrees 02 minutes 54 seconds East a distance of 178.76 feet; thence North 76 degrees 56 minutes 20 seconds East, a distance of 172.56 feet to the east line of said West Half of the West Half of the Southeast Quarter of the Southwest Quarter, and there terminating. The northerly and southerly lines of said easement shall be lengthened or shortened to terminate at the west and east line of said West Half of the West Half of the Southeast Quarter of the Southwest Quarter. (Abstract property)

AND

Parcel 2:

That part of the West 1/2 of the West 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 3, Township 31, Range 23, lying North of the North right of way line of CSAH NO. TOTAL ROW AREA 14, according to the United States Government Survey thereof and situated in the Anoka County, Minnesota. (Abstract property)

**WHEREAS**, the Blaine City Council granted preliminary plat approval on March 3, 2025 subject to the

conditions as contained in Blaine City Council Resolution No. 25-37; and

**WHEREAS**, the final plat is in general conformance with the approved preliminary plat.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Blaine that final plat approval for Meadowland Estates West per Section 75-33 of the subdivision regulations is hereby granted subject to the listed conditions.

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

1. The developer is responsible for recording the plat mylars with Anoka County. Proof of recording must be provided prior to issuance of building permits.
2. Park dedication is required for the 28 new lots/units being constructed at the rate of \$4,894 per unit (2025 rate), for a total park dedication fee of \$137,032. This amount must be paid prior to releasing the plat mylars for recording at Anoka County.
3. All development signage by separate review.
4. The required tree preservation includes 11 trees planted onsite. This is part of the overall landscape that includes 84 trees be planted.
5. Execution and recording of a Development Agreement which sets forth in greater detail the plat conditions as well as other responsibilities for the development of this plat.
6. The overall development shall be certified by a professional engineer licensed in the State of Minnesota and indicate all structures shall be protected from flooding.
7. Plans and specifications must be approved by the City prior to the start of construction.
8. An Anoka County right-of-way permit is required prior to the start of any site work.
9. Coon Creek Watershed District (CCWD) permit is required prior to city approval of construction plans and specifications.
10. Development requires a National Pollutant Discharge Elimination System (NPDES) Phase II General Storm Water Permit for Construction Activity from Minnesota Pollution Control Agency (MPCA). A prerequisite to the MPCA permit application includes preparation of a site Storm Water Pollution Prevention Plan (SWPPP) for the development site.
11. Construction contract documents shall include a mass (rough) grading, erosion protection, sediment control, development, utilities, roadway, and storm drainage plan sheets. Supporting wetland delineation report, geotechnical investigation report, soil boring logs, and hydrology report shall be included in the submittal for city review and approval.
12. The grading plan shall provide greater detail on protecting existing trees and provide additional information on adjacent property.
13. Standard utility and drainage easements must be dedicated along all lot lines and over areas of delineated wetlands, wetland mitigation, infiltration trenches, drainage swales, and storm water management ponds.
14. A protective buffer strip of natural vegetation, at least 15-feet in width (but 25-feet is preferred), shall surround all wetlands. This buffer strip shall be placed in the easement.
15. The developer is to provide access for inspection and maintenance of storm water management infrastructure. Restrictions will be placed on lot lines as needed to limit fences and landscaping to ensure access.

16. The developer has the responsibility to construct any required improvements to 125th Avenue NE associated with this development per Anoka County plat review comments.
17. All local public streets require dedication of 60 feet of right-of-way and shall be constructed to 29 feet back-to-back of width.
18. All streets will follow the Anoka County street-name grid system.
19. Streetlights shall be installed in the manner, location and type prescribed by the City Engineer. The developer shall pay the costs of all the street lighting installations. The City agrees to pay the cost of maintaining the portion of lights that are installed that reflect the normal and typical lighting requirements of the City. Additional lights, and those within neighborhoods that are installed by the developer, will be required to be maintained by the homeowners association.
20. Hydrant locations must be reviewed and approved by the Fire Department.
21. The 2025 rate for Sanitary Sewer District 6 is \$8,229 per upland acre and will be applied to the acreage platted. This phase is proposing to develop approximately 5 acres of upland for a total sewer area charge of \$41,145.
22. Water and sanitary sewer availability charges (WAC & SAC) become due with each building permit at the rate established at the time the building permit is issued.
23. Developer shall explore water source for landscape irrigation systems installed throughout the development, including the possible use of created ponds or storm water reuse.
24. Developer to install grouped mailboxes with design and locations approved by the City and US Postal Service.
25. As-built surveys shall be required to verify structure elevations, custom grading requirements, and final lot grading elevations.
26. The developer shall process a Letter of Map Change with FEMA prior to issuance of building permits within the unnumbered A-Zone on the FEMA flood map. Developer shall provide all FEMA paperwork and structure as-built surveys to homeowners at the time of lot closing. Developer is responsible for following through with FEMA as necessary to receive final FEMA documents and to provide those documents to the homeowners, and to record the final documents on the certificate of title for each parcel in the development.
27. Developer to require homeowner's associations to be responsible for maintenance and upkeep of landscape improvements along and within the right-of-way.

**PASSED** by the City Council of the City of Blaine this 17th day of March, 2025.





MEADOWLAND ESTATES WEST

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

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

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

AND

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

Has caused the same to be surveyed and platted as MEADOWLAND ESTATES WEST and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as shown on this plat. Also dedicating to the County of Anoka the right of access onto County State Aid Highway No. 14 as shown on this plat.

In witness whereof said Raich Meadowlands West, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

RAICH MEADOWLANDS WEST, LLC

\_\_\_\_\_  
Nathan Raich, President

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by Nathan Raich, President of Raich Meadowlands West, LLC, a Minnesota limited liability company, on behalf of the company.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, \_\_\_\_\_  
My commission expires \_\_\_\_\_

I Thomas R. Balluff do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Thomas R. Balluff, Licensed Land Surveyor  
Minnesota License No. 40361

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by Thomas R. Balluff.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, \_\_\_\_\_  
My commission expires \_\_\_\_\_

CITY COUNCIL, CITY OF BLAINE, MINNESOTA

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

CITY COUNCIL, CITY OF BLAINE, MINNESOTA

By: \_\_\_\_\_, Mayor  
By: \_\_\_\_\_, Clerk

COUNTY SURVEYOR

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

\_\_\_\_\_  
David M. Ziegmeier  
Anoka County Surveyor

COUNTY AUDITOR/TREASURER

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20\_\_\_\_ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Property Tax Administrator  
By: \_\_\_\_\_, Deputy

COUNTY RECORDER/REGISTRAR OF TITLES

County of Anoka, State of Minnesota

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

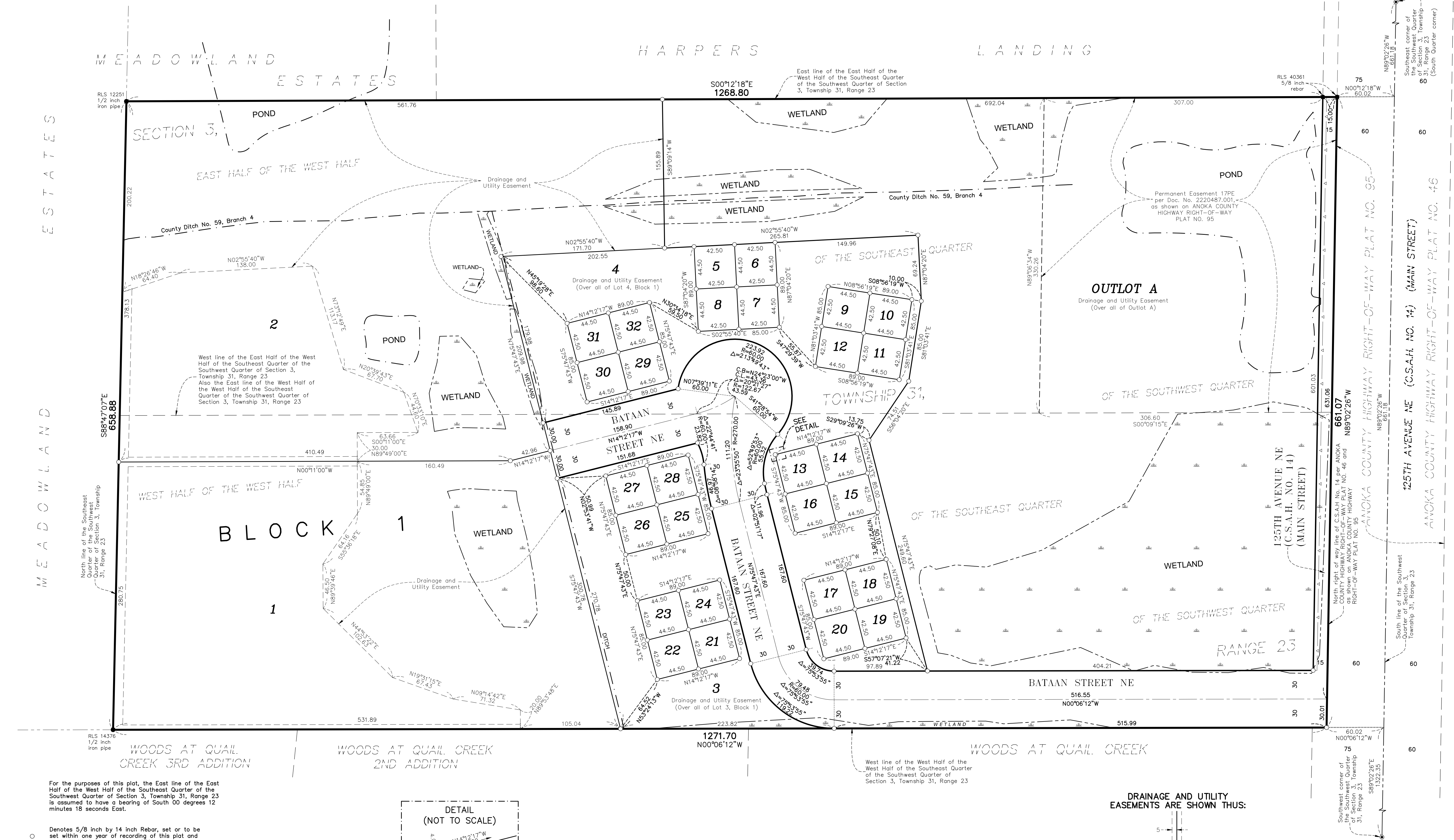
\_\_\_\_\_  
County Recorder/Registrar of Title  
By: \_\_\_\_\_, Deputy





MEADOWLAND ESTATES WEST

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



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

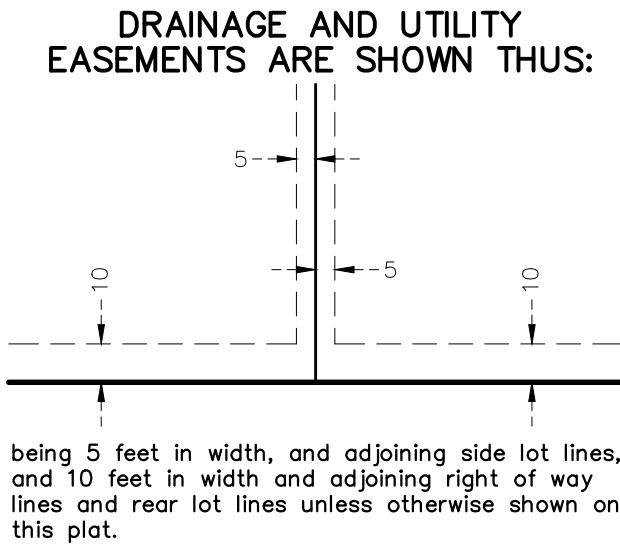
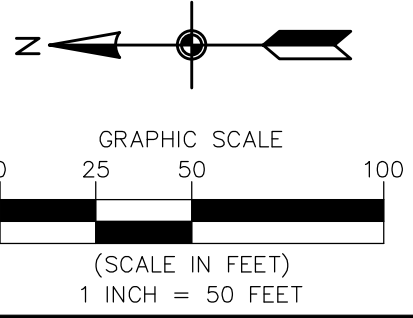
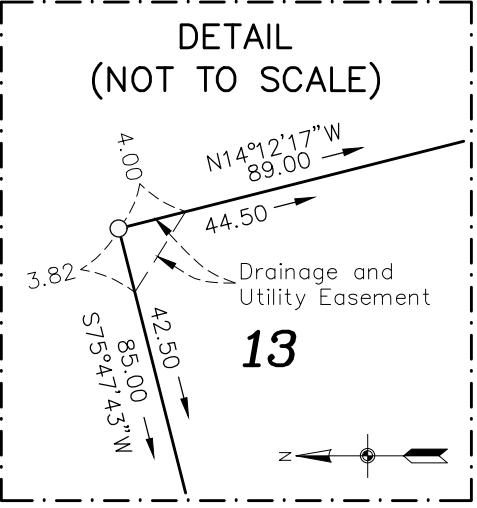
○ Denotes 5/8 inch by 14 inch Rebar, set or to be set within one year of recording of this plat and marked with license number 40361

● Denotes Found Iron Monument

⊙ Denotes Found Anoka County Cast Iron Monument

△ Denotes Right of Access dedicated to Anoka County

Denotes Wetlands delineated by Kjolhaug Environmental Services Company in 2021







# City of Blaine

## Staff Report

File Number:

| Agenda Date | Status |
|-------------|--------|
|-------------|--------|

March 17, 2025

| In Control | File Type |
|------------|-----------|
|------------|-----------|

City Council

Resolution

**Approval of Consent Agenda:** - Sheila Sellman, Assistant Community Development Director

### Agenda Item # 7.4

Resolution Granting an Amendment to the Approved Sign Plan for National Sports Village at 2180 105th Avenue NE. 105th BBP B2 LLC (National Sports Village) (Case File No. 24-0068/SAS)

### Background

|                                            |                        |
|--------------------------------------------|------------------------|
| Attachments                                | Sign Plan              |
| Schedule                                   | City Council: 03/17/25 |
| Action Deadline (60 Days)                  | 01/21/25               |
| Action Deadline (City<br>Extended 60 Days) | 03/22/25               |

Staff report prepared by Sheila Sellman, Assistant Community Development Director

As part of the 105th Redevelopment Zoning District, a signage plan must be approved by the City Council. The applicant is proposing to amend the approved plan to allow more signage and additional anchor tenant signage.

#### History for the subject site

The subject site received site plan approval on April 3, 2023, for two buildings on one lot. Building one has been approved for a 9,100-square foot Pizza Pub Prime with a 3,000-square-foot rooftop patio and a 1,000-square-foot ground patio. Building two has been approved for a 20,000-square-foot mixed-use building with outdoor patios. Scooters Coffee occupies the southern tenant space.

On May 1, 2023, the subject site received a conditional use permit for two buildings on one lot, outdoor dining, and shared parking and preliminary plat to create two lots. The final plat was approved on June 20, 2023.

On August 7, 2023, an ordinance amendment was approved for the 105th Redevelopment District to allow drive-thru's on the south side of 105th Avenue as a conditional use permit.



On September 6, 2023, a sign plan was approved and a CUP for a drive-thru on the southern portion of building two was approved.

On September 4, 2024, an ordinance amendment was approved for the 105th Redevelopment District to define cigar lounges and added cigar lounges as a permitted use (this applies to the entire district).

In July 2024, a permit was issued for the Scooters Coffee menu board; No signage was shown on the approved plan. There is currently a Scooter's sign (logo with name) on the back side of the menu board. This signage was not approved nor is it part of the sign plan. If the applicant would like to allow this signage, it must be part of the sign plan and a sign permit is required.

In October 2024, a temporary sign permit was issued for Scooters. The permit allowed 10 weeks of signage with an expiration date of December 25, 2024. The permit exclusively allows 3 freestanding signs that must be located on their property and meet the required 10-foot setback from property lines. Since this sign permit was issued, staff has observed an off-premise sign that is not permitted. As of the date of writing this report, the temporary sign permit has expired and the signs are still up, which is a violation of the sign code.

In January 2025 an ordinance amendment was approved that increased wall signage to 200 square feet per building south of 105th Avenue and allowed for a third wall sign.

#### Original/Approved Sign Plan

As part of the 105th Redevelopment District, a sign plan outlining signage for the building/site approved by Council is required. The approved sign plan provides details on signage type, style, location and dimensions and must comply with city code and design standards. At the time the applicant's sign plan was approved, tenants were not identified. The code at that time allowed two signs per business. The two signs allowed must be one wall sign and either a three-dimensional sign, projecting sign, or awning sign with a maximum of 150 square feet per building. Freestanding signage was limited to one monument sign 15 square feet in area, which was intended to be a development identification sign, and not the typical monument signage used to identify businesses.

- Building A (Pizza Pub/Prime)

The approved sign plan allowed signage on the east and west building elevations with a logo and eight window eyebrow (awning) signs at 3.5 square feet with a total of 150 square feet for the building. No window signs are allowed.

- Building B (multi-tenant)

The approved sign plan allowed 18.75 square feet of signage per standard tenant, allowed one sign on east and west elevation. Any tenant leasing more than 3,500 square feet of building space may use "anchor" style signage of 37.5 square feet. Anchor signage includes a logo. Total building signage 150 square feet. No window signs are allowed. No signage on the southern elevation.

To date there is signage on the south elevation and window signage facing Radisson Road.

#### Proposed Sign Plan Amendment

The proposed sign plan amendment includes an increase in overall building signage, additional anchor

style signage, additional wall elevation signage and directional signage. The recent ordinance amendment allows for the increases being requested.

- Building A (Pizza Pub/Prime)

The proposed amended sign plan adds one logo wall sign on the north face of the building and increases total wall signage to 200 square feet. The remaining signage is the same as what was previously approved. Awning signage is not shown on the sign plan but is mentioned in the description of the signage for Building A. Any awning signage will be counted in the total signage for the building, which is a maximum of 200 square feet in total signage.

- Building B (multi-tenant)

The proposed sign plan allows for 150 square feet of building signage on the east and west faces of the building for a maximum of 200 square feet; totals will be adjusted not to exceed 200 square feet. In addition, awning signage is permitted on the south face of the building, reducing the maximums to keep within the 200-square-foot allotment. Total sign area per tenant is at the landlord's discretion. Each tenant is allowed two sign sets, one on the east and one on the west elevation for a total of 18.75 square feet per elevation. An anchor tenant is defined as someone who leases more than 2,000 square feet or has a drive-thru. The anchor tenants are allowed a maximum of 37.5 square feet per facade. Anchor tenant allocation may eliminate standard tenant signage with keeping the total of 200 square feet per building. The drive-thru tenant on the south side of the building may have an awning sign on the south-facing elevation (already installed). The sign plan does not address the menu board signage, which should be removed as it is not identified in the approved plan or the proposed plan. Window signage is not allowed and should be removed per the proposed sign plan.

Any signage will need to comply with the approved sign plan and be consistent with city code. Allocations for building signage are identified in the plan; any deviations will not be approved. The landlord will need to sign off on all sign permit applications in addition to the property/building owner (this is already a requirement).

The proposed sign plan shows 8 directional signs with the note "site directional signage as required". The code doesn't specifically require directional signage. In the case that a site has directional signage, it must be pedestrian, vehicular, and traffic directional signage that are less than eight square feet in area and less than five feet in height and set back 10 feet from the property line. The proposed sign plan does not provide any details on the directional signage. This information was requested and not received at the time of writing this staff report. The directional signage should be consistent in color and style as the monument signage; no logo or other advertisements are allowed, directional only.

## Recommendation

By motion, adopt the resolution.

## Attachment List

1. Proposed Sign Plan Amendment



# City of Blaine

## Signature Copy

Resolution: RES 25-12

### **Resolution Granting an Amendment to the Approved Sign Plan for National Sports Village at 2180 105th Avenue NE. 105th BBP B2 LLC (National Sports Village) (Case File No. 24-0068/SAS)**

**WHEREAS**, an application has been filed by 105th BBP B2 LLC for sign plan amendment approval Case File No. 24-0068 for National Sports Village Development; and

**WHEREAS**, said case involves the properties described as follows:

Lots 1 and 2 Block 1 National Sports Village 2nd Addition

**WHEREAS**, the Blaine City Council has reviewed the sign plan amendment on March 17, 2025; and

**WHEREAS** the criteria identified in Section 30.916 for the granting approval of signage has been met.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Blaine is hereby approves the attached sign plan amendment for National Sports Village with the following conditions:

1. All signage must comply with the approved sign plan and city code.
2. Any signage not complying with the approved sign plan shall be removed.
3. Expired temporary signage, and temporary signage in violation of the Sign Code, must be removed prior to issuance of additional signage for either building.
4. Directional signage shall be no more than 8 square feet, 5 feet in height or less, and set back 10 feet from property lines. No logos are permitted on directional signage. This signage shall be consistent in color and style as the monument signs.
5. All building signage requires sign permits.

**PASSED** by the City Council of the City of Blaine this 17th day of March, 2025.

# **SOUTH SIDE ENTERTAINMENT DISTRICT : SIGNAGE STANDARDS**

# SITE SIGNAGE OVERVIEW

Site signage standards have been created to align with city rules and provide tenants the ability to clearly indicate their location, products and services while presenting a high quality and refined appearance that elevates the impression of the area to guests and passersby.

For clarity we have labeled the north building as “A” and the south building as “B”. Building “A” is being developed as a single tenant restaurant space while building “B” is planned as a multi-unit space that could accommodate up to eight individual businesses.

The total signage allocations for each building is based on 1sf per linear foot of street frontages and the below frontage measurements.

## BUILDING A

- North: 80’
- East: 84’

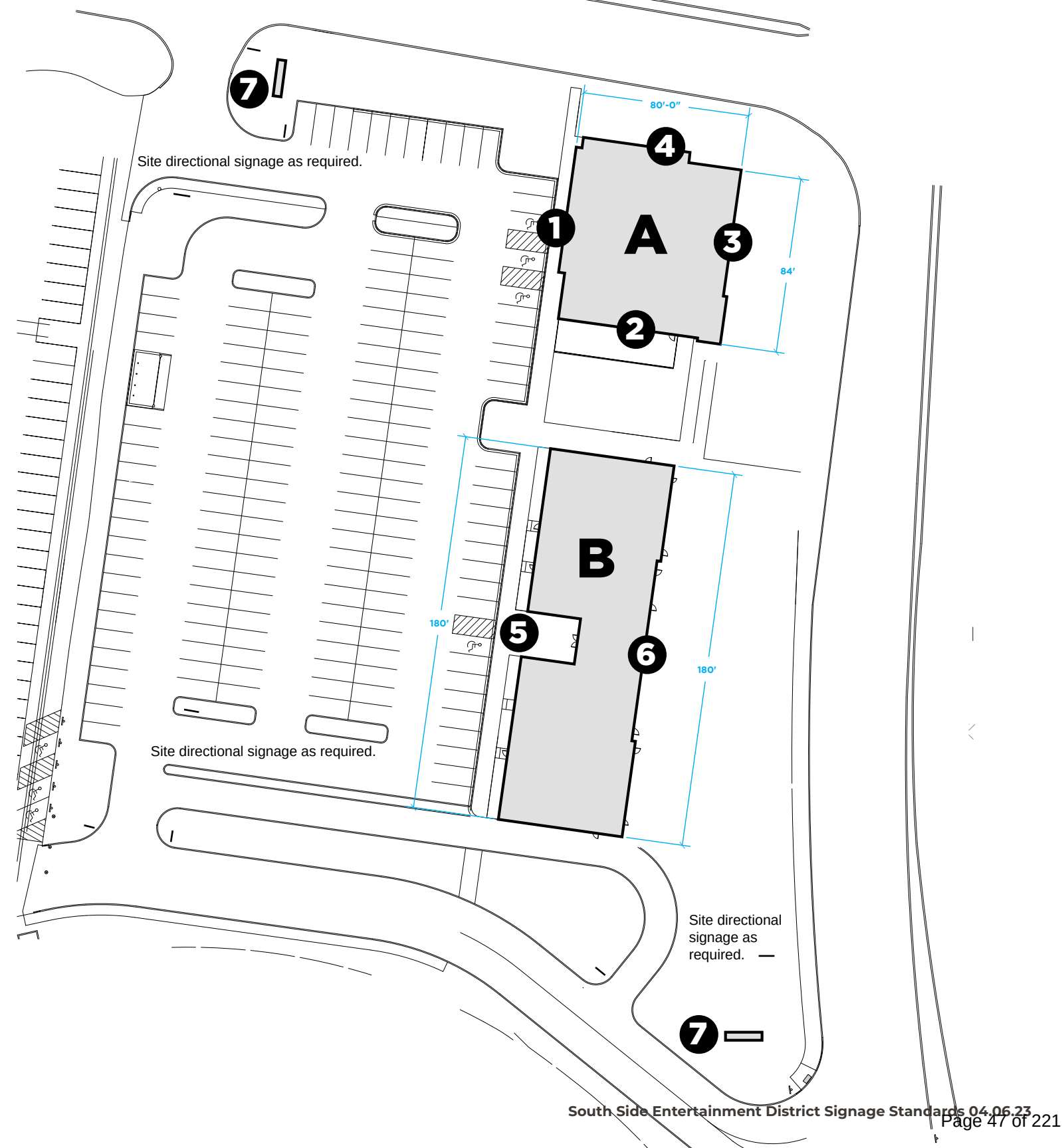
Total building allocation limited to 200sf

## BUILDING B

- East: 180’
- West: 180’

Total building allocation limited to 200sf

Total building allocation limited to 150sf maximum on east face and 150sf maximum on west face with awning signage on the South reducing the maximums as needed to keep within 200sf maximum building signage. This allows for signage at parking approach side and main public face on the Radisson frontage. We believe this meets the intent of city standards that generally limits maximum signage allocation in the district to 150sf per building given we have a single building with up to eight individual tenants.



# SITE SIGNAGE OVERVIEW

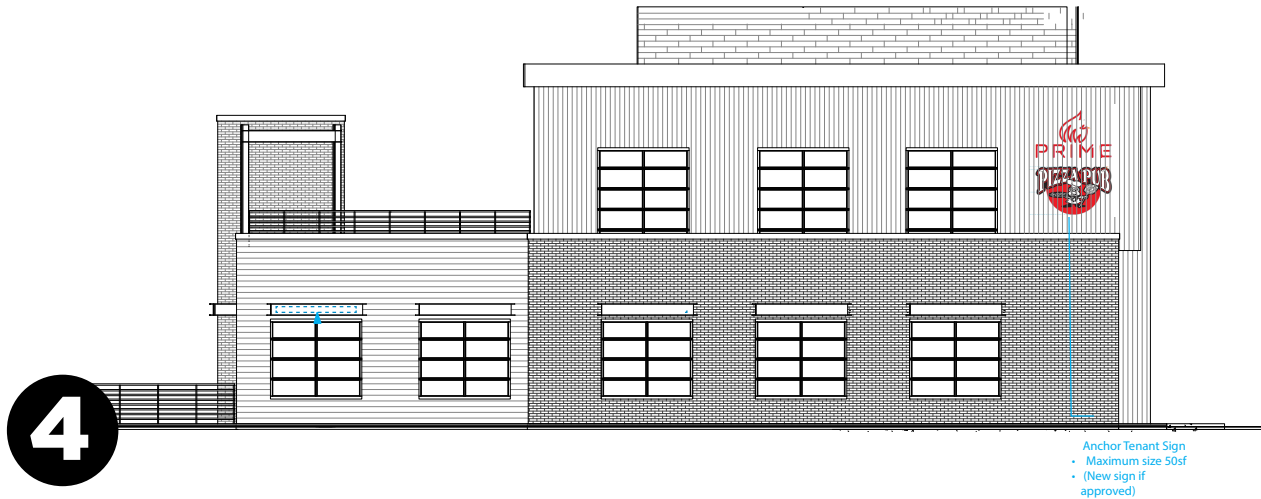
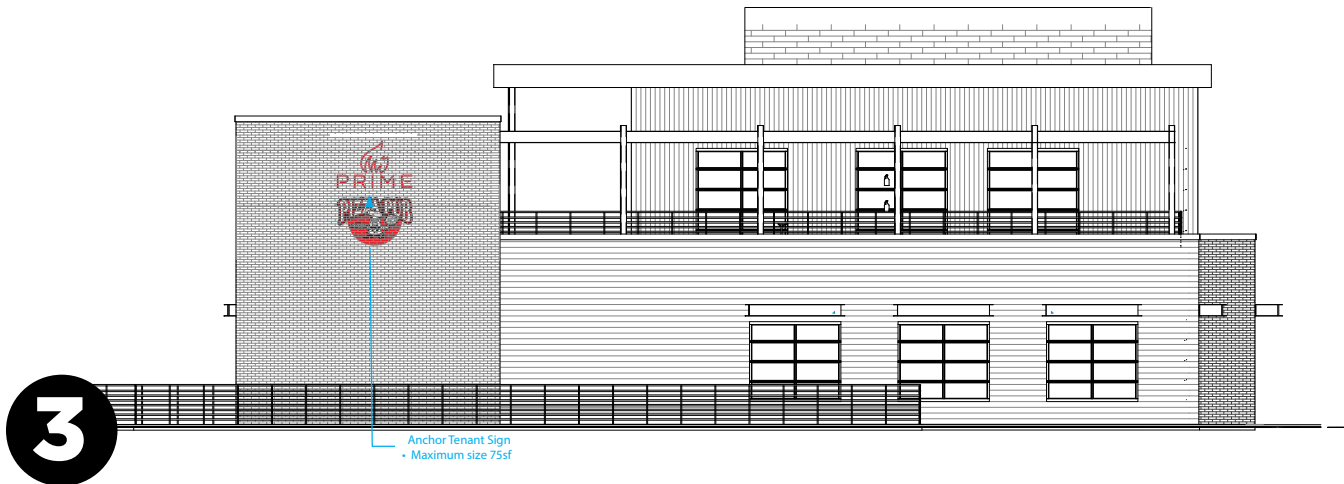
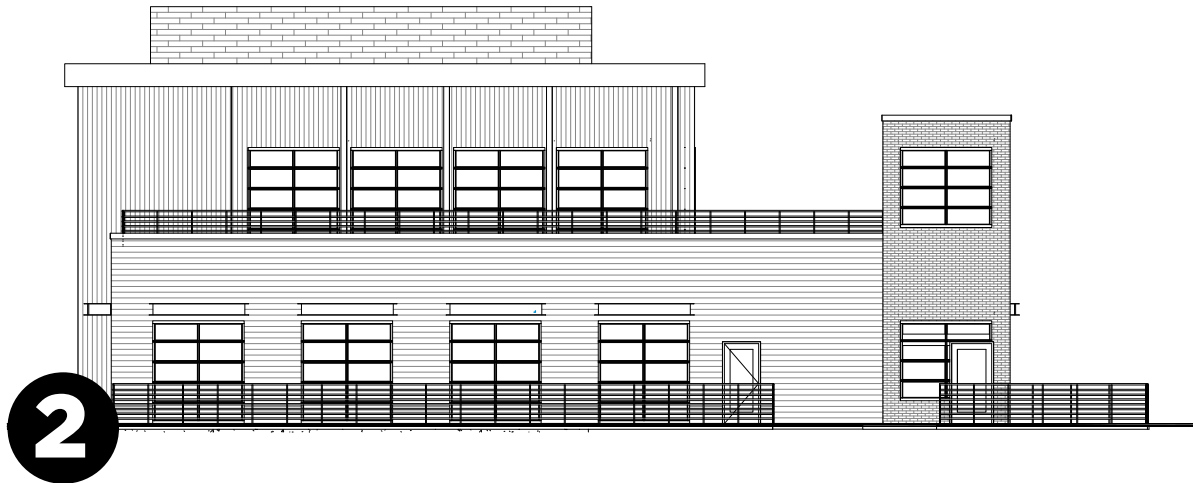
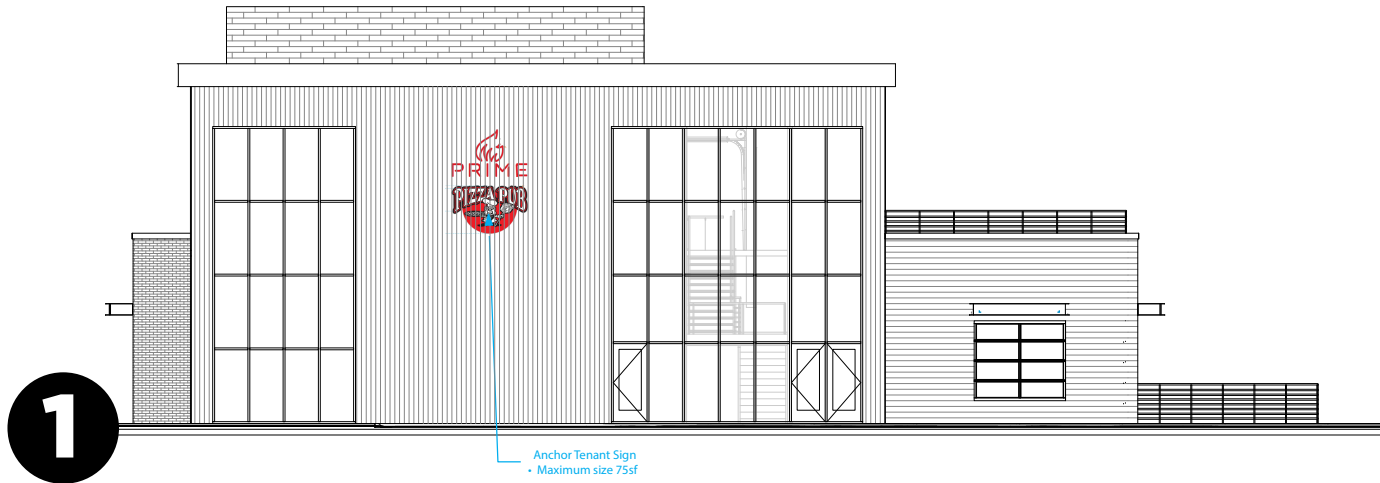
## **BUILDING “A” REQUIREMENTS:**

North, East, and West faces of the building shall have larger lit wall signs consisting of individual letters and logo or type mark of the restaurant. The colors of signage are dependent on restaurant branding. Additional building signage shall be painted or applied to up to eight window eyebrows of 3.5 sqft each. No building face shall contain more signage area than 10% of the gross building facade that it is on. Additional interior wall signage, not placed on glass, but on an inside wall within the building and can be seen from the exterior shall be allowed. A neon-like “OPEN” window sign shall be allowed if it is tailored to the tenant’s brand. No other window signs are allowed. Temporary sandwich board signs shall be allowed for specials, events, or as directional signage. Painted wall murals by restaurants are allowed but must have landlord approval.

## **BUILDING “B” REQUIREMENTS:**

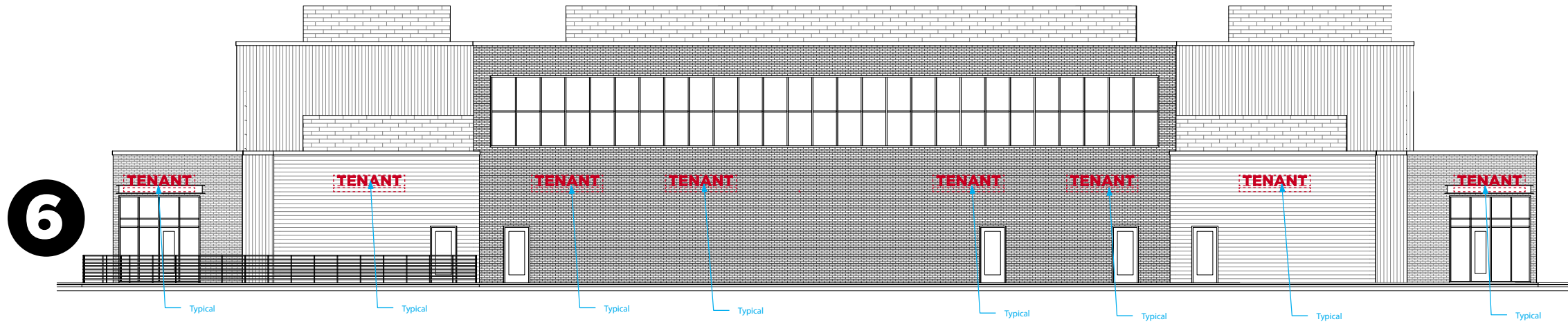
No building elevation shall contain more signage area than 10% of the gross building elevation. Lit letter signs for tenants shall be of uniform font, white, and 16” in height and 6” stainless steel letters mounted below the illuminated sign. Total sign area per tenant is at Landlord discretion. Each tenant shall be allowed two sign sets, one on the east and one on the west elevation. Signs will vary in length and be centered above each tenants’ storefront section(s) or rear and side walls. Any tenant leasing more than 2000sf of building space or with drive-thru may use “anchor” style signage allowances. Additional interior wall signage, not placed on glass, but on an inside wall within the building and can be seen from the exterior shall be allowed. A neon-like window sign with the text “OPEN,” not exceeding 2 sqft shall be allowed. No other window signs are allowed. Temporary sandwich board signs shall be allowed for specials, events, or as directional signage. Painted wall murals by the landlord are allowed. An awning containing signage may be located above the drive-thru provided it is at least eight (8) feet above grade and less than fifty (50) square feet in area.

BUILDING “A” :

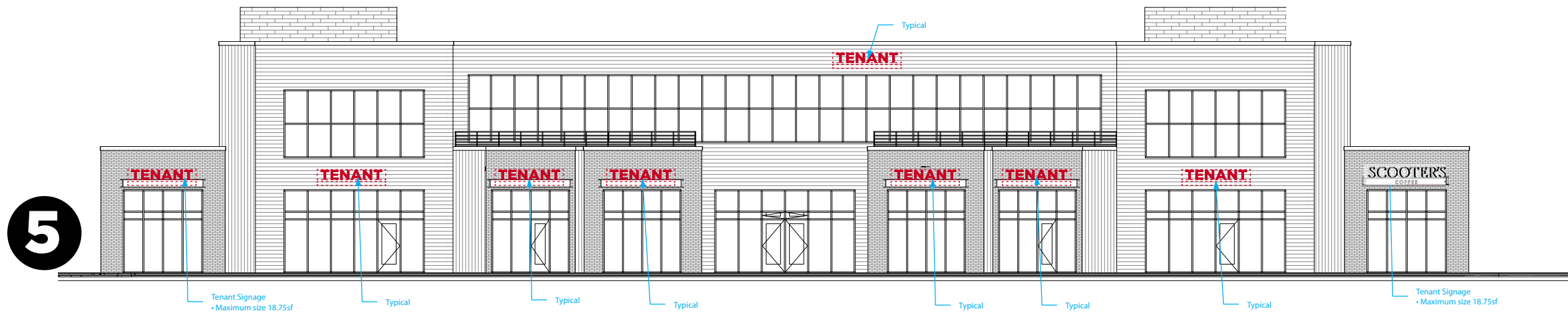


Signage Allocation Totals  
1: 75sf  
2: 0sf  
3: 75sf  
4: 50sf  
**BUILDING TOTAL: 200sf**

# BUILDING “B” : STANDARD TENANTS



Each of the potential tenants (up to eight total based on occupied spaces) will receive an allocation of 18.75sf signage per elevation. It could be divided into 14.25sf for individual illuminated letters and 4.5 for profile cut letters applied to the awning eyebrow. This is applied on both the east and west building elevations.



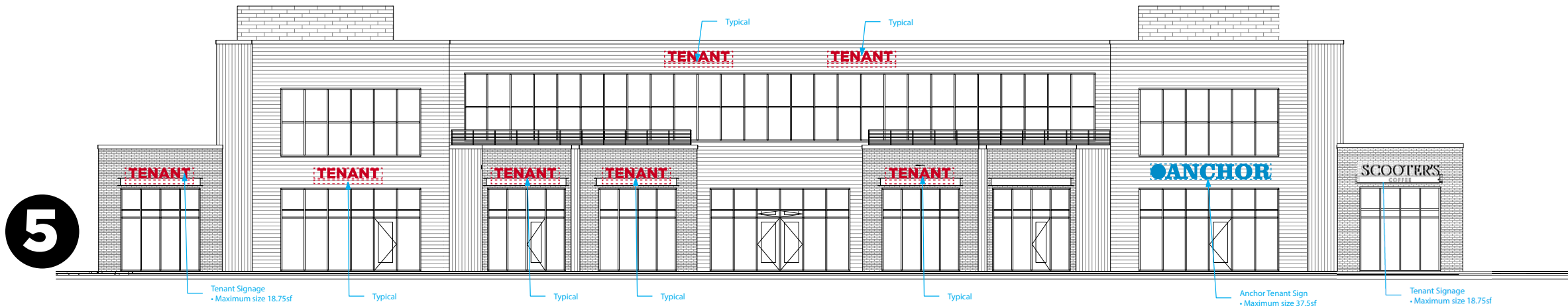
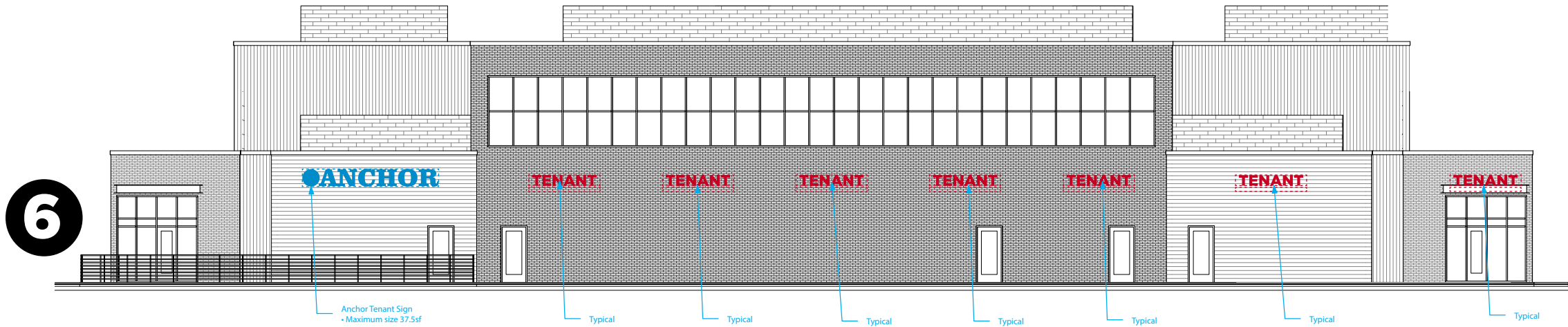
Signage Allocation Maximums  
5: 150sf\*  
6: 150sf\*

\*Totals adjusted based on south awning sign and number of tenant signs so as not to exceed:

**BUILDING TOTAL of 200sf**



BUILDING “B” : ALT WITH ANCHOR TENANT



Each of the potential tenants (up to eight total based on occupied spaces) will receive an allocation of 18.75sf signage per elevation. It could be divided into 14.25sf for individual illuminated letters and 4.5 for profile cut letters applied to the awning eyebrow. This is applied on both the east and west building elevations. A tenant that rents more than 2000sf of space or has a drive-thru would be considered an anchor tenant and follow the anchor tenant signage guidelines with a max allocation of 37.5sf. per facade. Anchor tenant allocation may eliminate a standard tenant sign thus keeping total sign allocation the same.

Signage Allocation Maximums

5: 150sf\*

6: 150sf\*

\*Totals adjusted based on south awning sign and number of tenant signs so as not to exceed:

**BUILDING TOTAL of 200sf**

# BUILDING "A" SIGN DETAILS : ANCHOR SIGNAGE

## EXTERIOR DISPLAY

### ILLUMINATED CHANNEL LETTERS AND CHANNEL-SHAPE

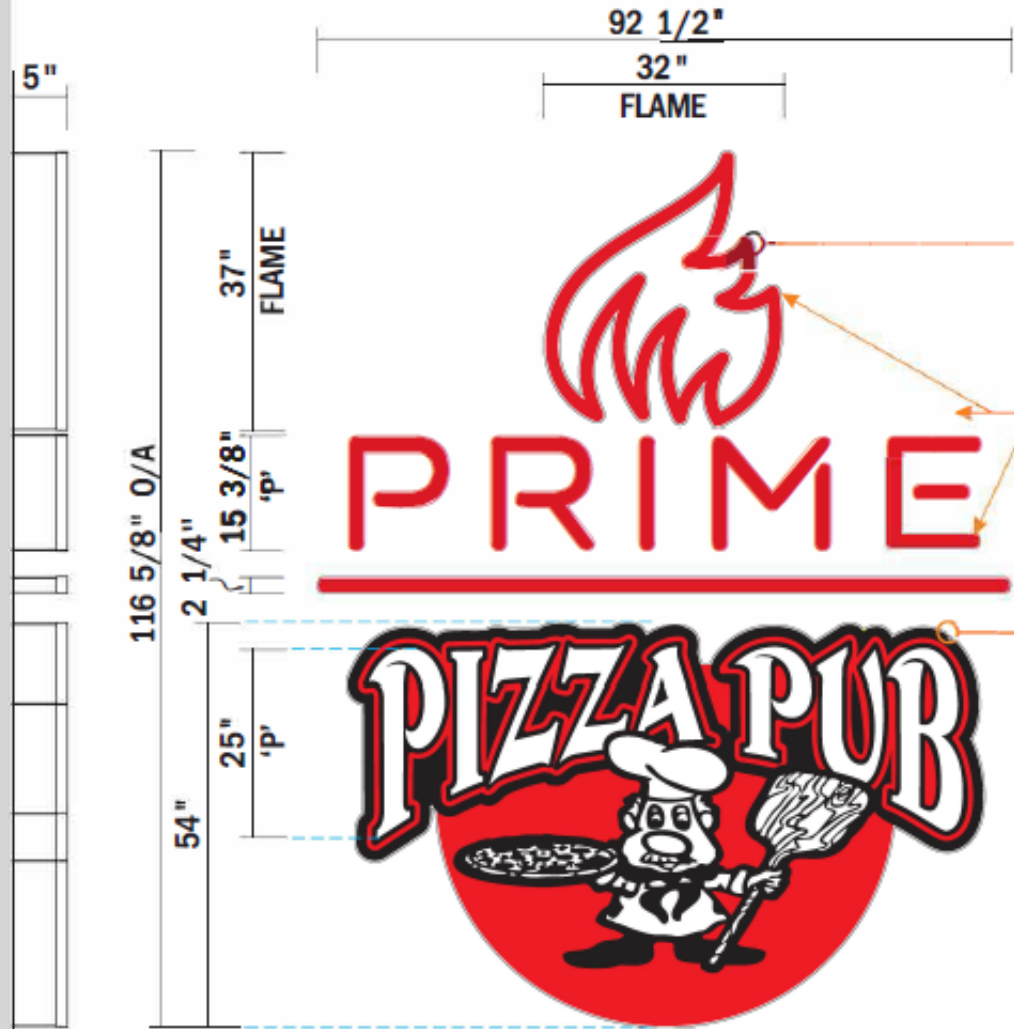
- 5" RETURNS AND 1" TRIMCAP - STOCK WHITE
- WHITE ACRYLIC FACES
- DIGITAL PRINT VINYL FACE DECOR
- MATTE FINISH ON 3M SUBSTRATE (OR EQUAL)
- INSIDE PRE-FINISHED WHITE
- FACE-LIT WITH WHITE LED MODULES
- THRU-WALL INSTALLATION
- ALL HARDWARE NON-CORROSIVE
- REMOTE POWER SUPPLY

1/4" WHITE OUTLINE BORDER  
AROUND ALL ELEMENTS

2 1/4" LETTER STROKES

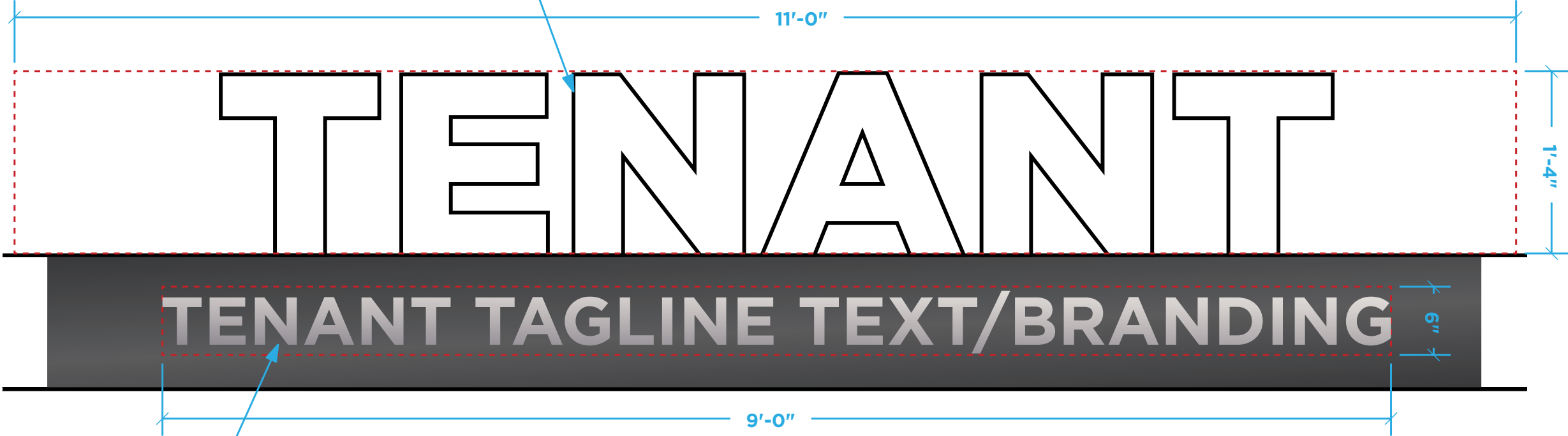
1/4" WHITE OUTLINE BORDER  
AROUND PERIMETER

WALL FINISH - WEST ELEVATION = RIBBED METAL PANELS  
EAST ELEVATION = STANDARD BRICK



# BUILDING “B” SIGN DETAILS : TENANT SIGNAGE

Individual standing channel letters  
with white internally illuminated face  
and black trim caps and returns.  
16" maximum letter height  
11' maximum width  
14.25sf maximum area



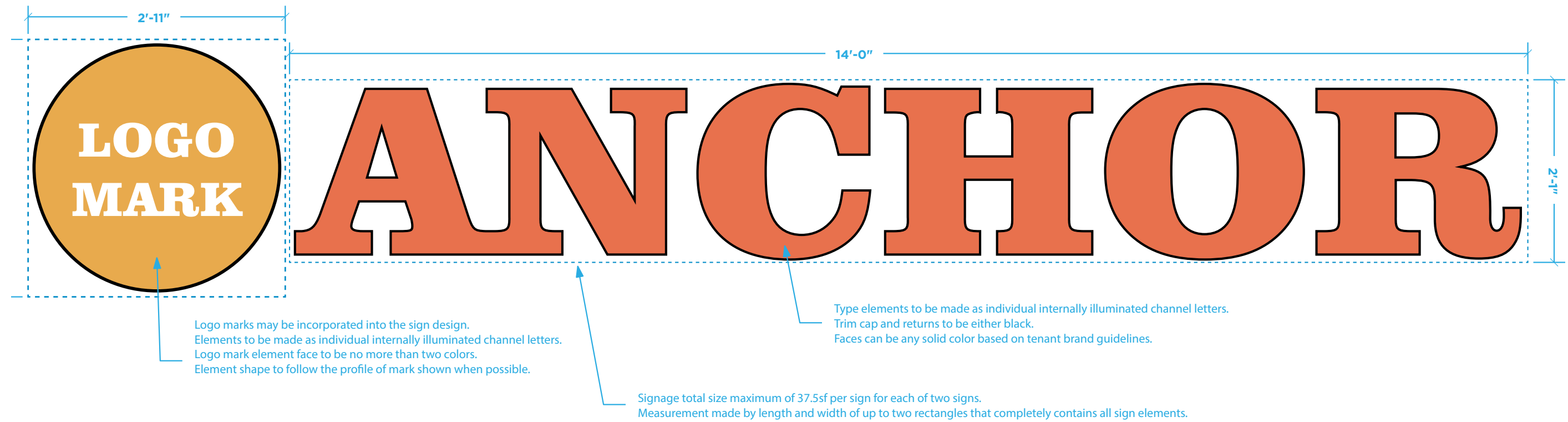
Profile cut stainless letters  
applied to eyebrow surface.  
6" maximum letter height  
9' maximum width  
4.5sf maximum arear



Each of the potential tenants (up to eight total) will receive an allocation of 18.75sf signage per side. It could be divided into 14.25sf for individual illuminated letters and optional additional 4.5 for profile cut letters applied to the awning eyebrow. This is applied on both the east and west building elevations. A tenant that rents more than 2000sf of space or has a drive-thru would be considered an anchor tenant and follow the anchor tenant signage guidelines. Anchor tenant allocation may eliminate a standard tenant sign thus keeping total sign allocation the same.

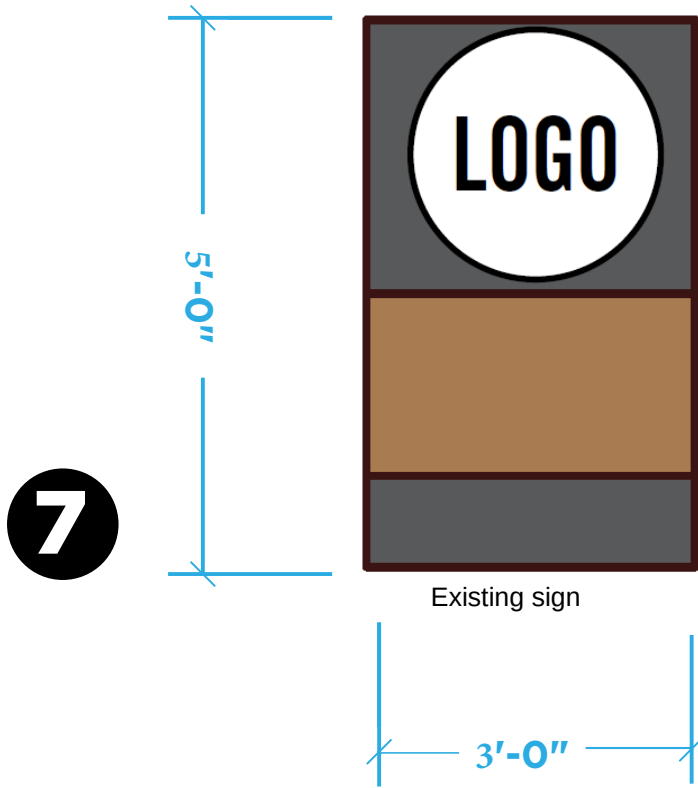


BUILDING “B” SIGN DETAILS : ANCHOR SIGNAGE



The anchor tenant (greater than 2000sf of interior space or with drive-thru) of building “B” will be allowed anchor signs, on each elevation of their space. Each sign will be internally illuminated channel letters/forms and be a maximum of 37.5sf. Measurement can utilize up to two separate, adjacent, rectangular forms the areas of which add up to 37.5sf.

# MONUMENT SIGN



The two double sided site monument signs will use the same finishes applied to the two building on site. The name of the development, date, and location address number will be produced as pin mounted stainless letters in a standard font.

Sign will be lit using narrow beam spotlight ground lights. Extent of light will be controlled so that the beam does not shine past the sign surface.



# City of Blaine Staff Report

File Number: RES 25-49

| Agenda Date    | Status     |
|----------------|------------|
| March 17, 2025 |            |
| In Control     | File Type  |
| City Council   | Resolution |

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

## Agenda Item # 7.5

Resolution to Approve a Joint Powers Agreement between the City of Blaine on behalf of its Police Department and the State of Minnesota for the Human Trafficking Investigators Task Force

## Executive Summary

The Police Department would like to enter into a Joint Powers Agreement (JPA) with the State of Minnesota, acting through its Commission of Public Safety on behalf of the Bureau of Criminal Apprehension (BCA), for the Human Trafficking Investigators Task Force to work together to investigate and prosecute human trafficking, which includes sex and labor trafficking.

## Background

The Police Department and the BCA will enter into this Agreement to make the Blaine Police Department part of the State of Minnesota Human Trafficking Investigators Task Force that will use a three-pronged approach to combat human trafficking, which includes sex and labor trafficking: prevention, education, and enforcement. The BCA will provide an Assistant Special Agent in Charge (ASAIC) who will serve as the Commander of the Task Force (Commander) and who reports to a Special Agent in Charge (SAIC). The Blaine Police Department will provide to the Task Force an affiliate member(s), ("Members.") The Blaine Police Department "Member" will adhere to the State of Minnesota Human Trafficking Investigators Task Force Standards identified in the attached JPA. This is not a full-time task force position from the City of Blaine. Rather, the agreement simply allows reimbursement from the State of Minnesota for Human Trafficking-related investigations that Blaine PD conducts or assists with in the normal course of duties.

## Strategic Plan Relationship

## Board/Commission Review

### Financial Impact

The Police Department will participate in the State of Minnesota Human Trafficking Investigators Task Force and be provided reimbursement for the following: equipment, training, and expenses (including travel and overtime) as incurred by law enforcement as a result of ongoing investigations. The aforementioned costs related to equipment, training, and other expenses are and would be borne by the City of Blaine, absent this JPA with the State of Minnesota Human Trafficking Investigators Task Force.

### Public Outreach/Input

### Staff Recommendation

Approve the Joint Powers Agreement between the City of Blaine on behalf of its Police Department and the State of Minnesota for the Human Trafficking Investigators Task Force

### Attachment List

1. Blaine PD Human Trafficking JPA renewal 2025



# City of Blaine

## Signature Copy

Resolution: RES 25-49

### **Resolution to Approve a Joint Powers Agreement between the City of Blaine on behalf of its Police Department and the State of Minnesota for the Human Trafficking Investigators Task Force**

**WHEREAS**, the City of Blaine on behalf of its Police Department enter into a Joint Powers Agreement (JPA) with the State of Minnesota, acting through its Commission of Public Safety on behalf of the Bureau of Criminal Apprehension (BCA), for the Human Trafficking Investigators Task Force to work together to investigate and prosecute human trafficking, which includes sex and labor trafficking.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Blaine on behalf of its Police Department, are hereby approved. A Copy of the Joint Powers Agreement is attached to this Resolution and made a part of it.
2. That the Safety Services Director/Police Chief, Brian Podany, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That Tim Sanders, the Mayor of the City of Blaine, and Cathy Sorensen, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement by their duly authorized officers and have caused their respective seals to be hereto affixed.

**PASSED** by the City Council of the City of Blaine this 17th day of March, 2025.





## STATE OF MINNESOTA HUMAN TRAFFICKING INVESTIGATORS TASK FORCE JOINT POWERS AGREEMENT

This Joint Powers Agreement ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), **and City of Blaine on behalf of its Police Department, 10801 Town Square Dr. NE Blaine, MN 55449** ("Governmental Unit"). The BCA and Governmental Unit may be referred to jointly as "Parties".

### Recitals

Under Minnesota Statutes § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. The Parties wish to work together to investigate and prosecute human trafficking, which includes sex and labor trafficking. The Governmental Unit wants to participate in the Minnesota Human Trafficking Investigators Task Force ("MNHITF") as an Affiliate member.

### Agreement

#### 1. Term of Agreement

- 1.1 Effective Date.** This Agreement is effective on the date BCA obtains all required signatures pursuant to Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 Expiration Date.** This Agreement expires five (5) years from the Effective Date unless terminated earlier pursuant to clause 12.

#### 2. Purpose

The Governmental Unit and BCA enter into this Agreement to make the Governmental Unit part of the MNHITF that will use a three-pronged approach to combat human trafficking, which includes sex and labor trafficking: **prevention, education, and enforcement**. The BCA will provide an Assistant Special Agent in Charge (ASAC) who will serve as the Commander of the Task Force (Commander) and who reports to a Special Agent in Charge (SAIC). The Governmental Unit will provide to the Task Force an affiliate member(s) ("Members").

#### 3. Standards

The Governmental Unit will adhere to the MNHITF Standards identified below.

- 3.1** Members will investigate human trafficking crimes committed by organized groups or individuals, with a priority on minors being trafficked.
- 3.2** Members will participate in pro-active human trafficking operations and recover victims of human trafficking, having a priority focus on minors, with the goal of identifying their traffickers.
- 3.3** Members will follow state and/or federal laws in obtaining arrest warrants, search warrants and civil and criminal forfeitures.
- 3.4** Members will follow proper legal procedures in securing evidence, including electronic devices.
- 3.5** Members will understand and use appropriate legal procedures in the use of informants including documentation of identity, monitoring of activities, and use and recordation of payments.
- 3.6** Members will use, as appropriate, a broad array of investigative technologies and techniques.
- 3.7** Members will interview and prepare reports of victim recoveries and direct those victims to appropriate public and private resources to help ensure their safety and integration back into

society.

- 3.8** Members must be willing to respond and/or work jointly on human trafficking crimes within their jurisdiction and complete their assigned duties for the duration of the term of this Agreement.
- 3.9** Members must be licensed peace officers.
- 3.10** Members will investigate cases involving multi-jurisdictional, complex and/or organized groups involving human trafficking, which may require travel to neighboring jurisdictions as investigations expand.
- 3.11** Members will prepare an operational briefing sheet for each active operation related to the MNHITF investigations and activities, to be approved by the Commander.
- 3.12** Members will prepare investigative reports related to the MNHITF investigations and activities to be submitted to the Commander.
- 3.13** Members must submit statistics to the Commander on a quarterly basis.
- 3.14** Members are assigned to their home agencies and may request assistance and resources on a case-by-case basis as approved by the Commander.
- 3.15** Members will utilize a deconfliction system to share and receive information to promote deconfliction with other agencies.

#### **4. Responsibilities of the Governmental Unit and the BCA**

##### **4.1** The Governmental Unit will:

- 4.1.1** Conduct investigations in accordance with provisions of the MNHITF Standards, identified in clause 3 above, and conclude such investigations in a timely manner.
- 4.1.2** Maintain accurate records of prevention, education, and enforcement activities, to be collected and forwarded quarterly to the BCA for statistical reporting purposes.
- 4.1.3** Continue to directly supervise Members that are assigned to the MNHITF. Members remain under the employ of the Governmental Unit while assigned to and performing MNHITF assignments. All services, duties, acts or omissions performed by Members will be within the course and duty of the Members' employment and therefore covered by the Workers Compensation and other compensation programs of then Governmental Unit including fringe benefits.
- 4.1.4** Make a reasonable good faith attempt to be represented at all scheduled MNHITF meetings in order to share information and resources among members of the MNHITF.
- 4.1.5** Participate fully in any audits required by the MNHITF.
- 4.1.6** Upon request, provide the BCA with a copy of any body worn camera footage that was captured while working within the capacity of the MNHITF under this Agreement. Said footage must be turned over to the BCA within 48 hours via a secured cloud storage service or thumb drive, as directed by the Authorized Representative for inclusion in the BCA's case files. The copy of the footage will be maintained in the BCA's system.
- 4.1.7** Consult the BCA in advance of any release of body worn camera footage to allow the BCA to consider and consult any private, not public, or confidential data that may require redaction. Any release of data captured in the course of MNHITF operations must adhere to state and federal laws.
- 4.1.8** Adhere to MNHITF's operations plans or other operational guidance issued by the SAIC and ASAIC, including new procedures governing the MNHITF while conducting MNHITF investigations and activities.
- 4.1.9** Comply with the use of force provisions of their home agency's policies and procedures. Members must also comply with directives issued by the SAIC and ASAIC. In the event of a conflict between the use of force requirements of the Members' home agency policy, and the policies or directives of the MNHITF, the policies and procedures of the home agency shall govern. Prior to deployment in the field, Members will confer with the SAIC or ASAIC to identify any potential use of force policy conflicts and work to resolve them in advance of operational activities.
- 4.1.10** Promptly submit to the Authorized Representative any and all investigation reports and supplementary reports created and generated while conducting MNHITF activities.
- 4.1.11** Report any performance measure data collected related to MNHITF to the Authorized Representative on a quarterly basis each year for the duration of this Agreement.
- 4.1.12** Generate quarterly expense reports covering previously approved expenses incurred

within that quarterly period. Requests for reimbursement for that quarter's expenses must be submitted to the ASAIC in the requested format for reimbursement within fourteen (14) days from the end of each quarter.

- 4.1.13** Submit requests for reimbursement within fourteen (14) days of notification of the grant's expiration, otherwise, the Governmental Unit will forfeit its reimbursement.

**4.2** The BCA will:

**4.2.1** Provide an ASAIC who will serve as the Commander of the Task Force.

**4.2.2** Review and approve or decline reimbursement requests under clause 5.1 within three (3) business days of the reimbursement request. To process the request for reimbursement will require fourteen (14) business days upon receipt of the approved request.

- 4.3** Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by a member as an employee of the Governmental Unit.

**5. Payment**

**5.1** The Governmental Unit must make a written request for funds and receive approval from the Commander or designee.

**5.2** The Governmental Unit must supply original receipts to be reimbursed on pre-approved requests. Approved reimbursement will be paid directly by the BCA to the Governmental Unit within thirty (30) calendar days of the invoice date with payment made to the Governmental Unit Authorized Representative's address listed below.

**6. Authorized Representatives**

The BCA's Authorized Representative is the following person or her successor:

Name: Rachel Pearson, Commander of BCA-led MNHITF  
 Address: Department of Public Safety; Bureau of Criminal Apprehension  
 1430 Maryland Street East  
 Saint Paul, MN 55106  
 Telephone: 651.793.7000  
 E-mail Address: [Rachel.Pearson@state.mn.us](mailto:Rachel.Pearson@state.mn.us)

The Governmental Unit's Authorized Representative is the person below or his/her successor:

Name: Brian Podany, Chief  
 Address: 10801 Town Square Dr NE  
 Blaine, MN 55449  
 Telephone: (763) 785-6132  
 E-mail Address: [bpodany@blainemn.gov](mailto:bpodany@blainemn.gov)

If the Governmental Unit's Authorized Representative changes at any time during this Agreement, the Governmental Unit must immediately notify the BCA's Authorized Representative in writing by email.

**7. Assignment, Amendments, Waiver, and Agreement Complete**

**7.1 Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.

**7.2 Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

**7.3 Waiver.** If the BCA fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

**7.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**8. Liability**

The BCA and the Governmental Unit agree each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others

and the results thereof. The BCA's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes §§ 466.01-466.15, and other applicable law.

**9. Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA and/or the State Auditor and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

**10. Government Data Practices**

The Governmental Unit and the BCA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and other applicable law, as it applies to all data provided by the BCA under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the BCA. The BCA will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

**11. Venue**

The venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**12. Expiration and Termination**

**12.1** Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.

**12.2** Upon expiration or earlier termination of this Agreement, the Governmental Unit shall provide the Commander all investigative equipment that was acquired under this Agreement.

**13. Continuing Obligations**

The following clauses survive the expiration or cancellation of this Agreement: 8, Liability; 9, Audits; 10, Government Data Practices; and 11, Venue.

**The remaining balance of this page intentionally left blank.**

***The parties indicate their agreement and authority to execute this Agreement by signing below.***

**1. STATE ENCUMBRANCE VERIFICATION**  
*Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT PO Number: 3000101894

**3. DEPARTMENT OF PUBLIC SAFETY;  
BUREAU OF CRIMINAL APPREHENSION**

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**2. GOVERNMENTAL UNIT**  
*Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions or ordinances.*

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**4. COMMISSIONER OF ADMINISTRATION**  
*As delegated to the Office of State Procurement*

By: \_\_\_\_\_

Date: \_\_\_\_\_



# City of Blaine Staff Report

File Number: RES 25-48

## Agenda Date

March 17, 2025

## Status

## In Control

City Council

## File Type

Resolution

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

## Agenda Item # 7.6

Resolution to Approve the Grant Contract Agreement for the 2024-2026 Allied Radio Matrix for Emergency Response (ARMER) Equipment Grant

## Executive Summary

The Police Department applied for, and was awarded, the 2024-2026 Allied Radio Matrix for Emergency Response (ARMER) Equipment Grant through the MN Department of Public Safety, Emergency Communication Network Division, for \$40,000. This grant provides \$40,000, which is reimbursable to the city after the purchase of 800mhz encrypted radios and has a match requirement from the city of \$2,105.26. The radios purchased using this grant will be used to replace the police departments XTS2500 radios which are twenty years old, are no longer supported by the manufacturer, and are not capable of current encryption standards.

## Background

The 2024-2026 Allied Radio Matrix for Emergency Response (ARMER) Equipment Grant Program was implemented through the MN Department of Public Safety, Emergency Communication Networks division to provide grant funding to support the purchase and upgrade of radio equipment for local, Tribal, and state agencies participating in the ARMER radio system.

## Strategic Plan Relationship

The 2024-2026 Allied Radio Matrix for Emergency Response (ARMER) Equipment Grant aligns with the City's strategic plan goal #3 Infrastructure Management, capital assets replaced on schedule.

## Board/Commission Review

## Financial Impact

The 2024-2026 Allied Radio Matrix for Emergency Response (ARMER) Equipment Grant provides \$40,000 to replace 800mhz radios that no longer meet standards. The \$40,000 is reimbursable to the city once the radios are purchased and the grant agreement stipulates a matching requirement of \$2,105.26 from the city.

This grant funding, along with the City matching requirement, was included in the 2025-2029 Capital Improvement Plan (CIP) and approved by the City Council on December 16, 2024, via [resolution 24-230](#). The purchase is proposed to be made out of the Capital Equipment & Projects Fund via project E2519.

### Public Outreach/Input

### Staff Recommendation

Approve the 2024-2026 Allied Radio Matrix for Emergency Response (ARMER) Equipment Grant Contract Agreement.

### Attachment List

1. 1242071\_5025432-GrantContractAgrmtNon-Staterev.March2024\_ARMER-BLAINE



# City of Blaine

## Signature Copy

Resolution: RES 25-48

### **Resolution to Approve the Grant Contract Agreement for the 2024-2026 Allied Radio Matrix for Emergency Response (ARMER) Equipment Grant**

**WHEREAS**, the City of Blaine has prepared a grant proposal for the purpose of supporting the purchase and upgrade of radio equipment for the police department, who is a participant in the ARMER radio system; and

**WHEREAS**, the City of Blaine's 2024-2026 Allied Radio Matrix for Emergency Response (ARMER) Equipment Grant application was accepted and approved; and

**WHEREAS**, the MN Department of Public Safety, Emergency Communication Networks Division selected Blaine to receive grant funding of \$40,000.00 with a \$2,105.26 match requirement; and

**WHEREAS**, this grant funding, along with the City matching requirement, was included in the 2025-2029 Capital Improvement Plan (CIP), which was approved by the City Council on December 16, 2024, via resolution 24-230; and

**WHEREAS**, the MN Department of Public Safety, Emergency Communication Networks Division requires that the City of Blaine enter into an agreement that identifies the terms and conditions of the funding award; and

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

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

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

1. Acceptance of the 2024-2026 Allied Radio Matrix for Emergency Response (ARMER) Equipment Grant Contract Agreement providing 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, Emergency Communication Networks Division.

**PASSED** by the City Council of the City of Blaine on this 17<sup>th</sup> day of March 2025.





|                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Minnesota Department of Public Safety (“State”)</b><br>Emergency Communication Networks Division<br>445 Minnesota Street, Suite 1725<br>St. Paul, MN 55101                                                                                                                                                         | <b>Grant Program:</b><br>2024-2026 Allied Radio Matrix for Emergency Response (ARMER) Equipment Grant Program<br><br><b>Grant Contract Agreement No.:</b><br>A-DECN-ARMER-2024-BLAINECI-079                                                                  |
| <b>Grantee:</b><br>City of Blaine<br>10801 Town Square Drive NE<br>Blaine, MN 55449                                                                                                                                                                                                                                   | <b>Grant Contract Agreement Term:</b><br><br><b>Effective Date:</b> 11/1/2024<br><b>Expiration Date:</b> 6/30/2026                                                                                                                                           |
| <b>Grantee’s Authorized Representative:</b><br>Joseph Sadler, Sergeant<br>Blaine Police Department<br>10801 Town Square Drive NE<br>Blaine, MN 55449<br>Phone: 763-785-6185<br>Email: <a href="mailto:jsadler@blainemn.gov">jsadler@blainemn.gov</a>                                                                  | <b>Grant Contract Agreement Amount:</b><br>Original Agreement \$ 40,000.00<br>Matching Requirement \$ 2,105.26                                                                                                                                               |
| <b>State’s Authorized Representative:</b><br>Director Leah Palmer<br>Minnesota Department of Public Safety, Emergency Communication Networks Division<br>445 Minnesota Street, Suite 1725<br>St. Paul, MN 55101<br>Phone: 651-201-7546<br>Email: <a href="mailto:leah.palmer@state.mn.us">leah.palmer@state.mn.us</a> | <b>Federal Funding:</b> None<br><br><b>FAIN:</b> N/A<br><br><b>State Funding:</b> 2023 Minnesota Session Laws, Ch. 52, Art. 2, Sec. 3, Subd. 9(e)<br><br><b>Special Conditions</b> Attached and incorporated into this grant contract agreement. See page 3. |

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

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

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

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2024-2026 Allied Radio Matrix for Emergency Response (ARMER) Equipment Grant Program Application [“Application”] which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 1725, St. Paul, MN 55101. The Grantee shall also comply with all requirements referenced in the 2024-2026 ARMER Equipment Grant Program Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

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



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

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

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

### 1. ENCUMBRANCE VERIFICATION

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

### 3. STATE AGENCY

Signed: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Grant Contract Agreement No./ P.O. No.: A-DECN-ARMER-2024-BLAINECI-079 / PO# 3000101644

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

### 2. GRANTEE

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

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution: DPS/FAS  
Grantee  
State's Authorized Representative

Organization: Blaine, City of

A-DECN-ARMER-2024-BLAINECI-079

Budget Summary (Report)

|                                          |             |            |  |  |
|------------------------------------------|-------------|------------|--|--|
| Budget                                   |             |            |  |  |
| Budget Category                          | Award       | Match      |  |  |
| Equipment                                |             |            |  |  |
| Motorola APX6000 Digital Portable Radios | \$40,000.00 | \$2,105.26 |  |  |
| Total                                    | \$40,000.00 | \$2,105.26 |  |  |
| Total                                    | \$40,000.00 | \$2,105.26 |  |  |
| Allocation                               | \$40,000.00 | \$2,105.26 |  |  |
| Balance                                  | \$0.00      | \$0.00     |  |  |



# City of Blaine Staff Report

File Number: 2025-60

| Agenda Date    | Status    |
|----------------|-----------|
| March 17, 2025 |           |
| In Control     | File Type |
| City Council   | Motion    |

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

## Agenda Item # 7.7

Motion to Authorize the Mayor and City Manager to Enter into an Ammended Contract with Bolton & Menk, Inc. for Professional Services for Engineering Services for the Water Tower 2 Rehabilitation, Improvement Project No. 24-21

## Executive Summary

Council is requested to approve an amended professional services contract with Bolton & Menk, Inc. for professional engineering services in conjunction with Blaine Water Tower No. 2 Reconditioning, Improvement Project No. 24-21. The contract amendment will increase the original contract amount by \$10,859.00 to bring the approved contract amount to \$55,748.00.

## Background

The City's Water Tower No. 2 is nearing its coating life cycle and requires a reconditioning to maintain the tank's structural integrity, quality water supply, and aesthetic appeal. The adopted 2024 Water Utility CIP first appropriated money to initiate the project. In September of 2024 staff requested and reviewed proposals from consultant engineering firms and selected Bolton & Menk, Inc. (BMI) to produce plans, specifications and bidding documents for the reconditioning project. The contract was for \$44,889 and thus was approved by the City Manager without going to City Council for approval.

During the course of the design, additional tasks were added to the contract by staff as issues presented themselves. A list of the additional tasks is as follows:

- Investigating the potential to raise the overflow weir to increase the available storage capacity of the tower (directed by staff) and then implementing that into the design plans
- A remote-operated vehicle inspection of the inside of the tank to gather additional information on the conditions of the ladders in the tank and the tank condition itself, since a drawdown couldn't be effectively done at the time for a visual inspection.

- Some additional historical information was found that indicated lead paint may have been left on the underside of the tank during the last refurbishment, so some lead paint testing was done that required coordination.
- Bolton & Menk came up with the idea and spent a fair amount of time coordinating with AT&T and T-Mobile on the safety railing around the top of the tower that needed replacement. This railing would have been a city cost but Bolton & Menk was able to negotiate and get AT&T and T-Mobile to pay for the design, fabrication and construction of the railing to better meet their needs, saving the city approximately \$30-40K for the standard railing we would have needed to construct.

The additional work tasks have an additional cost of \$10,859.00, bringing the amended contract total to \$55,748.00.

### Strategic Plan Relationship

This project aligns with the City's strategic plan goal of well-maintained infrastructure by providing high quality drinking water. This action relates directly to the City of Blaine Strategic Plan Item No. 6 - Well Maintained Infrastructure and Desired Outcome - Reliable Utility Systems.

### Board/Commission Review

Not required.

### Financial Impact

This project (U2315) was previously authorized as a part of the 2024-2028 and 2025-2029 Water Capital Improvement Programs (CIP). The 2024 CIP appropriated a total of \$150,000 for engineering consultant services and the 2025 CIP appropriated an additional \$2,475,000 for engineering consultant services and construction. The total appropriated budget-to-date for Water Tower No. 2 Reconditioning improvements is \$2,625,000.

To date, \$52,369.15 has been encumbered for engineering consulting and testing fees. The total appropriated budget of \$2,625,000 is thus adequate to cover this amended contract, making the project financially feasible and within the project budget.

As part of the 2024B bonds sold on November 18, 2024, \$150,000 was included for the aforementioned engineering services. Funding to complete the reconditioning work is anticipated to be included in the 2025 bonding process.

### Public Outreach/Input

Not required.

### Staff Recommendation

By motion, authorize the Mayor and City Manager to approve the amended contract with Bolton & Menk for additional professional services in the amount of \$10,859, bringing the total approved project design budget to \$55,748. In addition, authorize a 10% contingency to bring the total project budget to \$61,323 and authorize the Director of Public Works to sign all change orders up to the authorized project budget amount.

### Attachment List

1. Location Map
2. Signed BMI Contract
3. 2025-03-07 Ltr contract amendment



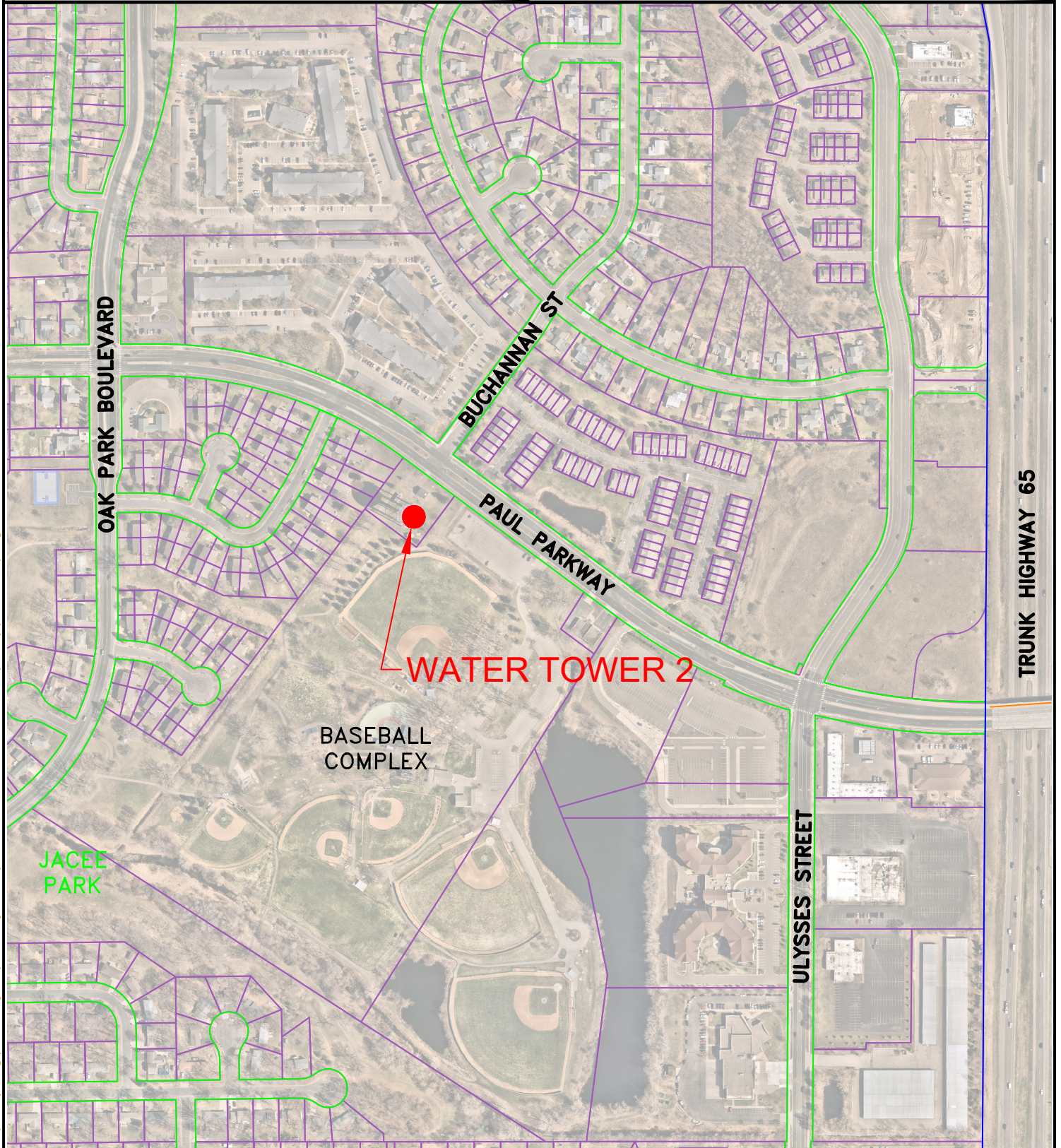


# CITY OF BLAINE

## LOCATION MAP



## WATER TOWER 2 RECONDITIONING IMPROVEMENTS





**AGREEMENT FOR PROFESSIONAL SERVICES MN**

**STANDARD PROJECT-PUBLIC CLIENT**

**CITY OF BLAINE, MINNESOTA and BOLTON & MENK, INC.**

This Agreement, made this 28<sup>th</sup> day of August, 2024, by and between City of Blaine, Minnesota, 10801 Town Square Drive NE, Blaine, MN 55449, ("CLIENT"), and BOLTON & MENK, INC., 12224 Nicollet Avenue, Burnsville, MN 55337, ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services in conjunction with Blaine Water Tower No. 2 Reconditioning Improvement Project No. 24-21 ("Project") and whereas the CONSULTANT agrees to furnish the various professional services (the "Services"), including Basic Services and Additional Services as defined in Section I, as requested by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

**SECTION I – CONSULTANT'S SERVICES**

**A.** The CONSULTANT agrees to perform the various Basic Services in connection with the Project as described in Exhibit A.

**B.** Upon mutual agreement of the parties, professional services in addition to the Basic Services (the "Additional Services") may be authorized as described in Paragraph IV.B, and when so authorized, shall be included with the Services to be provided under this Agreement.

**SECTION II - THE CLIENT'S RESPONSIBILITIES**

**A.** The CLIENT shall promptly compensate the CONSULTANT for the Services in accordance with Section III of this Agreement.

**B.** The CLIENT shall place any and all previously acquired information related to the Project in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.

**C.** The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.

**D.** The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.

**E.** The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.



F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide any such services as may be required for completion of the Project described in this Agreement.

G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit I.

H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

### **SECTION III - COMPENSATION FOR SERVICES**

#### **A. FEES.**

1. The CLIENT will compensate the CONSULTANT in accordance with the Schedule of Fees for the time spent by CONSULTANT'S personnel in performance of the Services. Total fees for the Services shall not exceed \$44,889.00 without the prior consent of CLIENT. See the attached Schedule 1 for Schedule of Fees applicable to this Agreement.
2. The preceding Schedule of Fees shall apply for services provided through December 31, 2024. Hourly rates may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs and other market factors. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CLIENT.
3. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
4. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
5. Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.
6. Expenses required to complete the agreed scope of services or identified in this paragraph will be invoiced separately, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work subject to the Total cost not to exceed fee or approved Additional Services.

## **B. PAYMENTS AND RECORDS.**

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for Services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for Services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend Services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for Services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred and the Services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to this Contract for a period of six years.

## **SECTION IV – GENERAL**

**A. STANDARD OF CARE.** Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

**B. CHANGE IN PROJECT SCOPE.** In the event the CLIENT changes or is required to change the scope or duration of the Project from that described in Exhibit I, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and this Agreement will be revised in writing.

## **C. LIMITATION OF LIABILITY**

1. Liability of CONSULTANT. CONSULTANT shall indemnify CLIENT from losses, damages, and judgments arising from third-party claims or actions relating to the Project only to the extent caused by the negligent acts, errors or omissions (whether in the performance of professional services or otherwise) of CONSULTANT or CONSULTANT'S officers, employees, or subconsultants occurring during the scope of CONSULTANT's work on the Project and provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property. CONSULTANT's obligation to indemnify the CLIENT and CLIENT's officers and employees harmless does not include a duty to defend. This indemnification shall not apply to third-party claims or actions for consequential damages, lost revenues, increased expense, or lost profits, nor to any claim for punitive or exemplary damages.
1. Liability of Client. To the fullest extent permitted by law and subject to the maximum limits of liability set forth in Minnesota Statutes Section 466.04, CLIENT shall indemnify CONSULTANT from losses, damages, and

judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants. This indemnification shall not apply to third-party claims or actions for consequential damages, lost revenues, increased expense or lost profits, nor to any claim for punitive or exemplary damages.

2. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes. CLIENT waives all claims against individuals involved in the services provided under this Agreement and agrees to limit all claims to the CONSULTANT's corporate entity.
3. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

#### **D. INSURANCE**

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies, to the extent permitted by CONSULTANT'S insurers.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.

6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

**E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST.** Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

**F. CONSTRUCTION SERVICES.** It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any Contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

**G. USE OF ELECTRONIC/DIGITAL DATA.**

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, 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. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).

2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third party use and adaptation or distribution is explicitly authorized by this Agreement.

## H. REUSE OF DOCUMENTS

1. Drawings and specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including reports, plans, and specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.
1. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

I. **CONFIDENTIALITY.** CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information related to the Project obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. **PERIOD OF AGREEMENT.** This Agreement will remain in effect for the longer of a period of two (2) years or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

K. **TERMINATION.** This Agreement may be terminated:

1. For cause, by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, cause includes, but is not limited to, failure by CLIENT to pay amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control; or,
2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. Notwithstanding, the foregoing, this Agreement will not terminate under paragraph IV.K if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
4. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement. CONSULTANT shall deliver and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph IV. H.

5. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination.

**L. INDEPENDENT CONTRACTOR.** Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

**M. CONTINGENT FEE.** The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

**N. NON-DISCRIMINATION.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an equal opportunity employer and federal contractor or subcontractor.** Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

**O. ASSIGNMENT.** Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

**P. SURVIVAL.** All obligations, representations and provisions made in or given in Section IV and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

**Q. SEVERABILITY.** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**R. CONTROLLING LAW.** This Agreement is to be governed by the law of the State of Minnesota and venued in courts of Minnesota; or at the choice of either party, and if federal jurisdictional requirements are met, in federal court in the district in which the project is located.

**S. DISPUTE RESOLUTION.** CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be

submitted to mediation using a neutral from the Minnesota District Court Rule 114 Roster, or if mutually agreed at time of dispute submittal, a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

**T. MINNESOTA GOVERNMENT DATA PRACTICES ACT (MGDPA).** All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the CONSULTANT'S performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The Consultant agrees to abide by these statutes, rules and regulations and as they may be amended. In the event the CONSULTANT receives a request to release data, it shall notify CLIENT as soon as practical. The CLIENT will give instructions to CONSULTANT concerning release of data to the requesting party and CONSULTANT will be reimbursed as additional services for its reasonable labor and other direct expenses in complying with any MGDPA request, but only to the extent that the request is not due to a negligent, intentional or willful act or omission by the CONSULTANT or other failure to comply with its obligations under this contract.

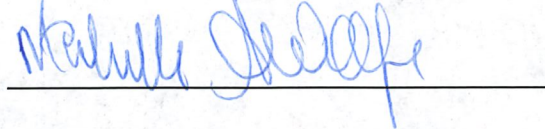
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## SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

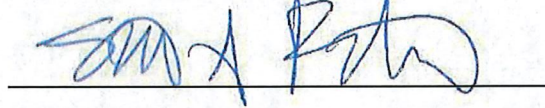
CLIENT: City of Blaine, Minnesota



Michelle A. Wolfe

City Manager

CONSULTANT: Bolton & Menk, Inc.



Seth A. Peterson

Senior Principal Engineer





# PROPOSAL

## Water Tower No. 2 Reconditioning Improvement Project (No. 24-21)

City of Blaine | August 9, 2024



### CONTACT:

Seth Peterson, PE  
612-803-5223

[Seth.Peterson@bolton-menk.com](mailto:Seth.Peterson@bolton-menk.com)

12224 Nicollet Avenue | Burnsville, MN 55337-1649  
Ph: 952-890-0509 | [Bolton-Menk.com](http://Bolton-Menk.com)





Real People. Real Solutions.

12224 Nicollet Avenue  
Burnsville, MN 55337-1649

Ph: 952-890-0509  
Bolton-Menk.com

August 9, 2024

Stefan Higgins | Assistant City Engineer | City of Blaine | shiggins@blainemn.gov

RE: Revised Proposal for Water Tower No. 2 Reconditioning Improvement Project No. 24-21

Dear Stefan and Selection Committee:

The City of Blaine's reputation as a great place to live, work, and play makes maintaining a high quality of life more important than ever. There are many city utilities, and maintaining water is an important resource and necessity. Water storage can be taken for granted; however, there are important factors involved in properly maintaining a water storage tank. The city's Water Tower No. 2 is nearing its coating life cycle and requires a reconditioning to maintain the tank's structural integrity, quality water supply, and aesthetic appeal. Bolton & Menk looks forward to designing a rehabilitation solution that maintains Blaine's water quality and structure safety, improves your water assets and infrastructure, provides for future community growth, and continues to put operational efficiency front and center. We understand what needs to be accomplished for successful project completion. We can offer:

**A CONSISTENT LOCAL TEAM WITH YOUR BEST INTERESTS IN MIND.** Bolton & Menk has experience working on Water Tower No. 2 and understands the issues the city is facing. Our local experience, project-specific insight, and existing relationships with city staff will help us deliver unsurpassed design and oversight while maintaining an accurate schedule and cost-efficient budget.

**INDUSTRY-LEADING TECHNICAL EXPERTISE.** We put great emphasis on maintaining compliance with the American Water Works Association (AWWA), National Association of Corrosion Engineers (NACE), American Society for Testing and Materials (ASTM), American Welding Society (AWS), the Occupational Safety and Health Administration (OSHA), the Minnesota Department of Health (MDH), and other organizations committed to improving water quality. As a certified Association for Materials Protection and Performance (AMPP) NACE Level III inspector who is also an AWS Certified Welding Inspector (CWI), Jamie Connor has extensive experience working on various elevated water tanks. Additionally, our entire project team consists of structural engineers, architects, and electrical engineers with a long history of successful projects and a proven track record of elevated tank and water system engineering work.

**A COMMITMENT TO KEEPING OUR PROMISES.** We stake our reputation on the quality of your project. As project manager, I'll take ownership of decisions, issues, and concerns. This team will do what it takes to get the job done well, including resolving unforeseen conditions, reacting to concerns from Blaine stakeholders, and being proactive while looking ahead for potential problems. When you choose Bolton & Menk, you can trust we will work tirelessly to find not only the right solution for this tower, but also one that complements your city's future.

In continued service to the City of Blaine, we are excited at the opportunity to complete the Water Tower No. 2 Reconditioning Improvement project. I will personally serve as your lead client contact and project manager. Please contact me at 612-803-5223 or Seth.Peterson@bolton-menk.com if you have any questions regarding our proposal.

Respectfully submitted,

**Bolton & Menk, Inc.**

Seth A. Peterson, PE  
Project Manager



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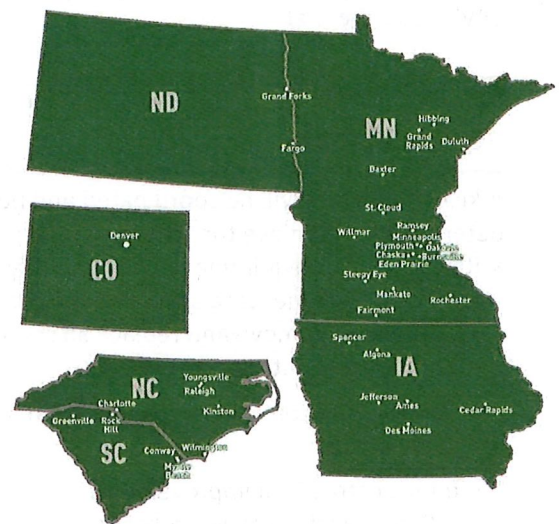
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# FIRM INFORMATION

Our commitment to communities began in 1949 with two hard working Midwesterners—John Bolton and Martin Menk. They saw people in their surrounding communities who had dreams of a bright future, a desire to grow, and a common challenge of aging infrastructure. John and Martin's goal was to help communities make progress by listening to what people want, finding the best solutions for their needs, and treating them right. Their legacy lives on. We still want to help, we work hard every day, and we always remember what got us here—we're people helping people.

Today, Bolton & Menk has more than 1,000 employees in 6 states, including a professional staff of more than 350 engineers, water resource experts, and structural specialists. We specialize in providing public infrastructure solutions. From advocating for our clients to designing their dreams to finding funding, we take pride in our work because we live here, too. We believe in the power of face-to-face meetings, friendly conversations, and collaborative decision making to keep your projects on schedule, within budget, and focused on real, workable solutions.



## WE PROMISE EVERY CLIENT TWO THINGS:

We'll work hard for you and we'll do a good job.  
We take a personal interest in the work being done around us,  
because at the end of the day, we're **Real People** offering **Real Solutions**.

### SOLUTIONS PROVIDED:

- Civil/Municipal Planning and Engineering
- Water and Wastewater Engineering
- Transportation Planning and Engineering
- Structural Services
- Aviation Services
- Planning and Urban Design
- Water Resources Engineering
- Environmental Planning and Permitting
- Construction Administration and Inspection
- Land Surveying
- Geographic Information Systems
- Project Funding Support
- Project Communication
- Creative Studio Services



**BOLTON & MENK**  
Real People. Real Solutions.



# WORK PLAN

The City of Blaine can be assured our team will provide outstanding technical deliverables, exceptional leadership in public and stakeholder involvement, and superior project management in a timely and cost-effective manner. The detailed work plan below is outlined by tasks addressing all elements of the revised RFP.

On the following pages is a proposed draft scope of work for this project. The final scope of work will be developed in partnership with city staff to ensure the city's goals are met.

## TASK 1: KICKOFF MEETING SEPTEMBER 2024

A kickoff meeting will be coordinated and held to determine and achieve the following tasks:

- » Review design requirements with the City of Blaine to identify key elements to successful project completion
  - Completely remove and replace all coating systems (interior wet, interior dry, exterior)
  - Relocate telecom cabling to a new outside cable chase
  - Interior structural improvements
    - Caulk existing seams and gaps
    - Remove/grind existing surface imperfections
    - Remove interior dry ladder cages
    - Remove/replace existing inlet/outlet pipe insulation
    - Replace all interior dry light bulbs (LED style)
    - Remove and replace ladder safety climb system with "cable style" system
    - Install new tank mixer
  - Exterior structural improvements
    - Remove existing aviation obstruction light and replace with LED style (relocate to the handrail)
    - Remove existing roof vent and replace with AWWA/MDH-compliant "frost free" pressure relief style vent
    - Remove and replace existing tower roof handrail with OSHA-compliant roof handrail designed to accommodate telecommunications equipment
    - Remove and replace existing overflow pipe discharge screen with MDH-compliant non-corrosive screen
    - Install new padlocks for all exterior roof hatches
  - Replace all access hatch gaskets with new gaskets and necessary hardware
  - Remove all damaged grout and replace/repair with high-strength (non-shrink) grout
  - Tighten sway rods (as necessary)
- » Evaluate, design, and propose alternative and improved solutions to existing conditions
  - Design and improve the existing tower access and integrate a standard access door with city key card access; an electrical engineer will work with the city's key card access consultant to ensure proper design and inclusion into the plans and specifications; the structure will be heated and connected to the existing dry tube access point
  - Options will be provided for the new access such as type of construction, size of structure, etc.; once final details are confirmed with the city, our team will complete the design details and include them with the plans and specifications
- » Evaluate and propose new lighting for the interior that will include evaluation of adding new lighting; LED lighting is assumed for new lights
- » Electrical engineer will evaluate the need for additional circuit to power the mixer and tie into the SCADA system; the electrical engineer will also evaluate and design new flood and low temperature sensors in the tower stem; these items will be included as part of the plans and specifications
- » Provide additional modifications and improvements to better suit the needs of the water tower structure and function
- » Introduce Bolton & Menk's team and key personnel
- » Review the project schedule and confirm meeting the City of Blaine's timeline needs
- » Receive additional information from the city regarding this facility and project
- » Discuss any additional information and city requests



## TASK 2: INITIAL TANK INSPECTION AND DESIGN MEETING

### OCTOBER 2024

The following pre-design services will be provided:

- » Review the 2019 inspection report in preparation of an on-site inspection by Bolton & Menk's in-house team
- » Conduct an on-site pre-project facility assessment in preparation to identify:
  - Recommendation(s) verification with the existing 2019 inspection report
  - Review and comparison with existing standards and guidelines (OSHA, AWWA, NSF, AMPP)
  - Review and comparison with current industry standards
  - Prepare for design requirements and solutions to items identified during the kickoff meeting
  - Confirm feasibility to the city's identified project schedule deadlines

## TASK 3: DESIGN SERVICES

### OCTOBER 2024 - DECEMBER 2024

The following design services will be provided:

- » Conduct initial design (kickoff) meeting with the City of Blaine to review Bolton & Menk's facility assessment in preparation of developing a draft specification
- » Bolton & Menk on-site tower inspection to review the condition and findings
- » Review and verify the recommendations from the 2019 inspection report
- » Provide notice to antenna lease holders on Water Tower No. 2 (*see telecommunication services in Task 4*)
- » Prepare draft plans and specifications as per industry standards (AWWA, AISC, etc.) including civil, architectural, structural, electrical, and special conditions as needed for this project (hold two meetings, as listed, during appropriate times as requested by the city)
- » Prepare contract/bidding documents (EJCDC or similar as requested by the City of Blaine) and as required by industry standards (include civil, structural, electrical, and any other special conditions)

- » Hold a second design meeting with the City of Blaine to review, plan, and prepare specifications, plans, and bidding documents
- » Prepare and submit any necessary (local, state, federal) permit applications, including MDH
- » Prepare a final engineer's cost estimate and an estimated project completion date
- » Coordinate and facilitate a final meeting to review and receive final construction plans and related deliverables

## TASK 4: TELECOMMUNICATION SERVICES

### OCTOBER 2024 - NOVEMBER 2024

Bolton & Menk will develop a parallel track between design and telecommunications in coordinating this project effort, to include\*:

- » Review tenant leases and develop and distribute notifications for the meeting between the city and tenants that will identify project scope, schedule, and coordination of temporary equipment removal
- » Assist the city with any additional unknown telecommunications equipment on the tower; assist with the Anoka County HAM radio antenna relocation during the construction phase
- » Coordinate and review tenant plans for temporary equipment removal, set up for temporary operation, and reinstallation
- » Provide inspections directly following tenant removals and reinstallations

*\*Dependent on the structure of city leases. These fees may represent a pass-through to the tenants.*

## TASK 5: BIDDING ADMINISTRATION AND BIDDING

### JANUARY 2025 - FEBRUARY 2025

The following bidding support and contract award services will be provided:

- » Coordinate bidding process with the City of Blaine, including bidder pre-qualification
- » Administer plans and specifications for bidding process

- » Furnish and provide all necessary documents to the city for Quest CDN or equal as-approved bidding data network (electronic and two hard copies to city)
- » Coordinate and conduct a pre-bid meeting at Water Tower No. 2
- » Respond to bidders' questions and issue addenda as required
- » Attend bid opening and assist in receipt of bids
- » Prepare analysis of bids, vet low (selected) bidder for references
- » Provide letter of recommendation to City of Blaine
- » Prepare notice of award and contract agreement for distribution

## SCHEDULE

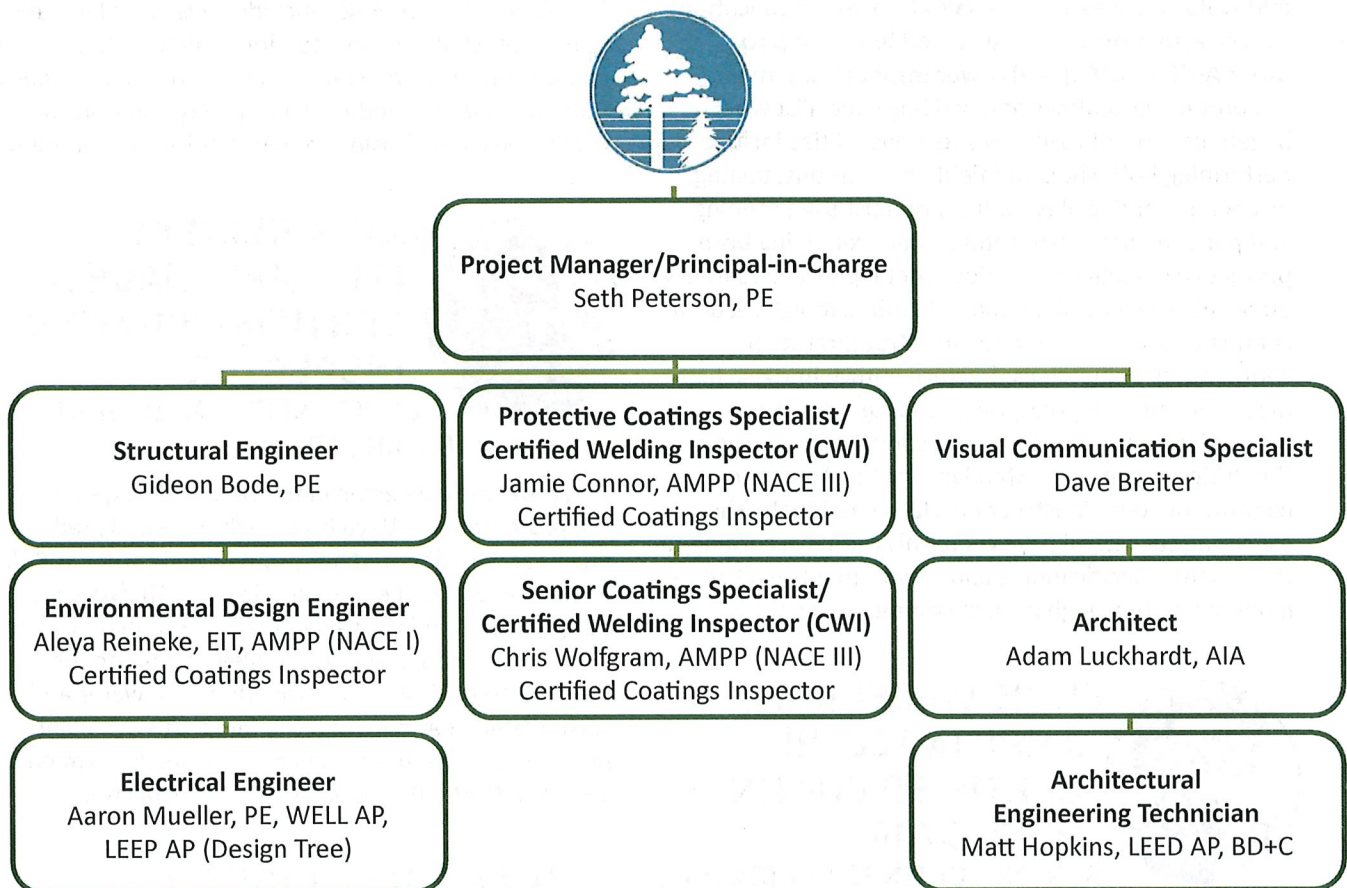
Below, we have developed a tentative schedule detailing the anticipated work tasks, task relationships, critical path timeline, deliverable due dates, and completion dates. Upon selection, Bolton & Menk will work with City of Blaine staff and other project partners to revise and update this schedule as needed to ensure successful delivery of this project.

| Deliverable                                                                                                | 2024 |     |     |     | 2025 |     |
|------------------------------------------------------------------------------------------------------------|------|-----|-----|-----|------|-----|
|                                                                                                            | Sep  | Oct | Nov | Dec | Jan  | Feb |
| Conduct Kickoff Meeting                                                                                    | ●    |     |     |     |      |     |
| Review 2019 Inspection Report and Conduct On-Site Pre-Project Facility Assessment and Findings             |      | ●   |     |     |      |     |
| Conduct Initial Design Meeting and Notify Telecom Antenna Lease Holders                                    |      | ●   | ●   |     |      |     |
| Prepare Draft Plans and Specifications/<br>Hold Final Design Meeting                                       |      | ●   | ●   | ●   |      |     |
| Prepare Final Engineer's Cost Estimate and Submit Permit Application to the Minnesota Department of Health |      |     |     | ●   |      |     |
| Advertise Project/Pre-Bid Meeting                                                                          |      |     |     |     | ●    |     |
| Open Bids                                                                                                  |      |     |     |     |      | ●   |



# PROJECT TEAM

Bolton & Menk understands the importance of developing solutions that can be supported by stakeholders and implemented efficiently. We have provided a brief background and description of key individual roles. These individuals have track records of successful projects and, just as importantly, are enthusiastic and committed to meeting and exceeding your expectations. We can provide detailed résumés of all personnel upon request.



**SETH PETERSON, PE**  
**PROJECT MANAGER/PRINCIPAL-IN-CHARGE**

Seth will work closely with Jamie to ensure proper resources are available for the team to complete the project on time and budget. Having started as an intern at Bolton & Menk, Seth now leads one of the largest environmental groups in the Upper Midwest. He began engineering in 1995 and now serves as the Metro environmental work group leader. If someone has a water or wastewater problem, he is willing to do what it takes to figure it out. His background includes planning and design of lift stations and water and wastewater treatment facilities, securing permits, working with regulatory agencies, and construction management.





**JAMIE CONNOR, AMPP  
(NACE III) CERTIFIED  
COATINGS INSPECTOR  
PROTECTIVE COATINGS  
SPECIALIST/CERTIFIED  
WELDING INSPECTOR**

Using his more than 35 years of experience and AMPP (NACE) coating and AWS welding inspection certification, Jamie will provide expertise in coating and welding assessment, evaluation, and application. He will also provide guidance and leadership to other AMPP (NACE) and tower inspectors. Jamie is a protective coatings and welding specialist who began his career in 1988. His responsibilities include performing both shop and field observations, testing, inspections and facility audits, administering training and performance qualifications, and examining both protective coatings and various metal products. Jamie's duties also include shop and field fabrication/erection/coating observations and testing structural steel components of buildings, fracture critical bridges, high mast transmission poles, overhead sign structures, and light poles. Jamie served on the committee to develop the Bridge Component Standard for the American Institute of Steel Construction. He is passionate about executing successful projects for his clients according to their plans, specifications, and requirements—all while maintaining thorough project communication.



**CHRIS WOLFGRAM,  
AMPP (NACE III)  
CERTIFIED COATINGS  
INSPECTOR  
SENIOR COATINGS SPECIALIST/  
CERTIFIED WELDING INSPECTOR**

Chris will work with Jamie to provide restoration services to the tower. Chris has over 19 years of experience and has worked in both contractor and consulting roles, providing him with unique industry experience. He has completed dozens of projects and understands all aspects of tower projects, from design to construction. Chris is certified in confined space entry, fall protection, competent person training, and is an AMPP (NACE III) Certified Coatings Inspector and AWS Certified Welding Inspector.



**GIDEON BODE, PE  
STRUCTURAL ENGINEER**

Gideon will provide structural engineering review and analysis. Gideon began his structural engineering career in 2018. As a structural design engineer with Bolton & Menk's transportation work group, Gideon has built expertise in MathCAD, Excel, Revit, AutoCAD Civil 3D, RAM studio, RISA 3D, Telka Tedds, and Civiltech Shoring Suit. Gideon's experience includes design of lift station structures, shallow and deep foundations, steel framing, connections, post tensioned slabs, and retaining walls. Gideon strives to produce high-quality solutions that best serve clients' visions and needs for the community.



**ALEYA REINEKE,  
EIT, AMPP (NACE I)  
CERTIFIED COATINGS  
INSPECTOR  
ENVIRONMENTAL DESIGN  
ENGINEER**

Aleya will provide environmental design expertise to the project team. Aleya is an environmental graduate engineer who debuted her professional career at Bolton & Menk in 2022. She has experience with hydraulic design, water and wastewater treatment plant design, and construction observation. Aleya's passion for the field stems from her fascination with water and wastewater treatment and the fact that each plant produces its own unique challenges. She is certified as an AMPP (NACE I) Certified Coatings Inspector.



**DAVE BREITER  
VISUAL COMMUNICATION  
SPECIALIST**

Dave will work with the city communications department to develop a color scheme for the water tower and logo. Dave is the director of visual communications at Bolton & Menk and oversees the design and production of all print, video, 3D animation, and web development for the firm. He started his graphic design career in 1996 and has a range of experience in graphic design, multimedia, and website production.



Dave has a host of software capabilities, including Adobe Photoshop, Illustrator, InDesign, Premiere Pro, After Effects, Audition, Muse, and Dreamweaver, as well as SketchUp Pro, 3D Studio Max, and Microsoft Office suite. Dave's greatest passion lies in the challenge of taking the technical expertise of an engineer or planner and creating a visual output to better communicate with our clients and community members, whether that is through a printed brochure, full length video, website, or 3D animation.



### ADAM LUCKHARDT, AIA ARCHITECT

**Adam will provide all necessary architectural services.** Adam is a senior architect who began his career in 2007. After receiving his masters in architecture, Adam has spent the last 17 years at two architecture firms with national footprints. In Adam's role as project architect, he has held responsibility for technical development of multiple projects ranging in cost from \$10,000 to \$200 million. While the project size and type may vary, Adam's unwavering commitment to client satisfaction does not. With Adam you can count on a partner that will listen, understand, and deliver projects that meet needs and budgets.



### MATT HOPKINS, LEED AP BD+C ARCHITECTURAL ENGINEERING TECHNICIAN

**Matt will assist Adam with architectural details and design for the new access building.** An architectural engineering technician at Bolton & Menk, Matt began his professional career in 2016. He is responsible for preparing engineering drawings from working sketches and field data and assisting with engineering field work. Matt's areas of expertise include historic preservation, existing condition evaluation and documentation, and work with BIM.



### AARON MUELLER, PE, WELL AP, LEED AP (DESIGN TREE) ELECTRICAL ENGINEER

**Aaron will evaluate the water tower's electrical needs and the electrical for the new access building.** As one of four owners at Design Tree, Aaron specializes in the electrical design of various building types and understands municipal remodel, addition, and new construction projects and their power, lighting, and low voltage coordination implications. Municipal building projects have multiple user groups and political exposure that require a thoughtful, active listening approach to the design process that fits Aaron's style. He backs up his collaboration with an aesthetic eye for lighting, practical approach to building power, and a firm grasp of security and audio/visual design for coordination. Aaron is fluent with the electrical and energy codes to help navigate the project through the approval process to avoid delays and minimize construction issues/changes. In addition to various building types, he is also fluent in water and wastewater process electrical engineering.

**DESIGN TREE**  
engineering + land surveying

**DESIGN TREE IS A FULL-SERVICE  
ENGINEERING FIRM ROOTED IN  
THE JOY OF CREATION TO HELP  
BUSINESSES GROW.**

Structures are becoming smarter and more complex every day, and that advancement paired with increasing material and energy costs makes building more challenging than ever. To navigate that challenge, Design Tree's electrical engineering experts deliver energy-saving techniques and a comprehensive knowledge of building codes, control system design, and technological advancements unrivaled in the industry.



## RELEVANT EXPERIENCE

Collaboratively, our team has extensive experience providing design and construction services for water tower rehabilitation projects. We have provided samples of recent projects with similar tasks and challenges to the City of Blaine Water Tower No. 2 Reconditioning project.



### 1MG AQUATORE WATER STORAGE TANK REHABILITATION CITY OF BLAINE, MN

In the tower's early years, the structure's interior dry cone base served as offices for both the water utility and police department. The now-abandoned offices needed modification and restoration to resemble the original tower interior design more closely.

Bolton & Menk provided design, engineering, and construction management services for the 1MG elevated water storage tank/tower rehabilitation. The wireless telecommunication infrastructure was removed and more efficiently re-attached to the tower roof. The goal was to keep life cycle and project costs to a minimum while providing maximum value. Due to the heavily used park nearby and visible high traffic area, a short project duration was a key goal.

The city's water usage and consumption allowed the tower to be empty during winter months so the contractor could perform structural modifications in the late fall and proceed into the new year. Because of the season, an attractive contract bid price came in well under the project estimate. The city was not only able to save money due to an off-season work schedule, but was also able to budget the project cost into two separate years of funding.

#### REFERENCE:

Stefan Higgins  
Assistant City Engineer  
City of Blaine  
P: 763-717-2722  
E: shiggins@blainemn.gov



### NORTHWEST WATER TOWER EVALUATION CITY OF BLOOMINGTON, MN

The City of Bloomington requested Bolton & Menk perform an inspection and evaluation of the Northwest Tower located in Reynolds Park. The 1.5MG fluted column "hydropillar" was beginning to show signs that the protective coating systems were near the end of their life cycle.

The Bolton & Menk specialist inspected and evaluated the tower exterior and interior surfaces. The exterior was inspected and evaluated by accessing the adjacent ground level property and by using the interior dry stairway and ladder leading to the exterior roof access. The interior wet was viewed through the roof to interior wet access hatch. The interior dry was viewed from the ground, stairway, and ladder.

A formal report that included the present structural and protective coating conditions, assessments, and recommendations was prepared and delivered to the city. The intended use of the report was to aid in the Northwest Tower Rehabilitation project scheduled in the near future.

#### REFERENCE:

Scott Anderson, PE  
Utilities Superintendent, Public Works  
City of Bloomington  
P: 952-563-4867  
E: smanderson@bloomingtonmn.gov





## WESTERN RESERVOIR RECONDITIONING CITY OF BLOOMINGTON, MN

Bolton & Menk performed an inspection report for the 60-year-old 3MG Western Reservoir water storage tank. We determined that rehabilitation of the reservoir interior and exterior coatings along with miscellaneous structural repairs and safety upgrades were needed to preserve and maintain this important piece of the city's water system infrastructure. The existing roof structure presented severe corrosion that required detailed procedures for surface preparation and protective coating application.

The Bolton & Menk team provided design, project management, coating and welding observations, and oversight of a qualified contractor to properly execute the project within the project plans, specifications, and requirements.

The location of the project was in a residential area of the city, requiring resident interaction and special conditions during the project. Rehabilitation and reconditioning services were delivered with little disruption to city residents. The reservoir coating rehabilitation and structural improvements will protect the structure for 20 years with minimal maintenance.

### REFERENCE:

Scott Anderson, PE  
Utilities Superintendent, Public Works  
City of Bloomington  
P: 952-563-4867  
E: smanderson@bloomingtonmn.gov



## COMMUNITY CENTER WATER TOWER CITY OF EDINA, MN

The City of Edina required complete rehabilitation of its 500,000-gallon, multi-legged Community Center Water Tower, including complete removal and replacement of coatings, structural repairs, and safety upgrades. The tower required proactive project management and field observations, resulting in coating rehabilitation and structural improvements to protect the structure for 20 years with minimal maintenance. The tower is located adjacent to residences, an elementary school, and school athletic fields; this required special conditions during the project, such as full containment.

The city identified this as an upcoming project. Bolton & Menk assisted with determining the best timing for bidding and completing the project and worked with the city to design and advertise the project to meet the city's and school's timing requirements. In addition to providing design services, the Bolton & Menk team provided project management, coating and welding observations, and oversight of a qualified contractor to properly execute the project within the project plans, specifications, and requirements. We also assisted with the removal and replacement of the telecommunication equipment on the tower's roof.

### REFERENCE:

Brian Olson, PE  
Public Works Director  
City of Edina  
P: 952-826-0311  
E: bolson@edinamn.gov





## **SOUTH ELEVATED TOWER SPENCER MUNICIPAL UTILITIES (SMU), IA**

The City of Spencer's existing south tower was damaged and required replacement. The damaged tower was not in operation and the city wanted to get a new tower online as soon as possible.

Bolton & Menk provided preliminary and final design and construction services for a replacement tower. SMU wanted to install a similar-sized tank near the existing tank and decided to proceed with a spheroid-style to replace the existing multi-legged tank. The tank was installed at the same height as the existing tank and the exterior coating was designed as a three-coat system.

Bolton & Menk completed the design and assisted with obtaining the necessary permit from the Iowa DNR. We also assisted with routing the existing telecommunication equipment for SMU and Verizon. The tank was constructed in 2019 and officially brought online in 2020, restoring a critical asset for SMU and the City of Spencer.

### **REFERENCE:**

Steven Pick  
General Manager/CEO  
Spencer Municipal Utilities  
P: 712-580-5800  
E: [steven.pick@smunet.net](mailto:steven.pick@smunet.net)



## **NORTH TOWER REHABILITATION CITY OF ALBERT LEA, MN**

The Bolton & Menk team developed a strategic plan and schedule for the North Tower Rehabilitation, which included a tight project site footprint in the heart of downtown Albert Lea. The site, surrounded by city offices and local businesses, was directly adjacent to a lake. Special planning was necessary to ensure environmental conditions were closely monitored and no harm was done to the lake and/or environment. In addition, a nearby airport required special approvals and necessary permitting throughout the entire project.

The project began with the temporary removal of telecommunication equipment that required a temporary pole structure on the project site to maintain cellular service to Albert Lea residents and businesses throughout the entire project. Following the careful demolition of the existing water tower, the foundation was planned and constructed within a site that contained previous below ground structures.

The tower painting experienced an unexpected weather event that almost completely halted the project. Near the end of the project, a very localized storm caught the contractor by surprise and destroyed the curtain containment system. After a swift but careful evaluation of the containment curtain damage with review of the few proposals and options, the decision was made to allow the contractor to complete the painting without curtain containment. Plans, including painting restrictions, were put in place based on weather conditions. Mainly weekend work, when public parking lots could be closed, was allowed to maintain a regular and operation week in the downtown area.

The result of the strategic planning, precise scheduling, and swift but careful decision making after a damaging weather event resulted in a signature project in the very tight project site footprint.

### **REFERENCE:**

Steve Jahnke, PE  
Public Works Director  
507-377-4325  
[sjahnke@ci.albertlea.mn.us](mailto:sjahnke@ci.albertlea.mn.us)



# COST BREAKDOWN

The following table summarizes the hours and cost breakdown for each major work task item. The estimated fee includes labor, general business, and other normal and customary expenses associated with operating a professional business. Unless otherwise noted, the fees include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, out-sourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately.

| City of Blaine                                       |                                            | Bolton & Menk, Inc.                     |                                            |                     |                                  |                               |                                    |           |                     |          |                |               |
|------------------------------------------------------|--------------------------------------------|-----------------------------------------|--------------------------------------------|---------------------|----------------------------------|-------------------------------|------------------------------------|-----------|---------------------|----------|----------------|---------------|
| Water Tower No. 2 Reconditioning Improvement Project |                                            |                                         |                                            |                     |                                  |                               |                                    |           |                     |          |                |               |
| Task No.                                             | Work Task Description                      | Project Manager/<br>Principal-in-Charge | Protective Coatings/<br>Welding Specialist | Structural Engineer | Environmental<br>Design Engineer | Senior Coatings<br>Specialist | Visual Communication<br>Specialist | Architect | Electrical Engineer | Clerical | Total<br>Hours | Total<br>Cost |
| 1.0                                                  | Kickoff Meeting                            | 3                                       | 5                                          | 4                   | 0                                | 5                             | 0                                  | 4         | 3                   | 2        | 26             | \$5,260       |
| 2.0                                                  | Tank Inspection and Design Meeting         | 0                                       | 15                                         | 6                   | 2                                | 8                             | 0                                  | 6         | 8                   | 2        | 47             | \$9,227       |
| 3.0                                                  | Design Services - 2 Meetings               | 8                                       | 14                                         | 30                  | 6                                | 12                            | 8                                  | 20        | 20                  | 5        | 123            | \$24,357      |
| 4.0                                                  | Telecommunication Services                 | 0                                       | 10                                         | 0                   | 0                                | 0                             | 0                                  | 0         | 0                   | 0        | 10             | \$2,010       |
| 5.0                                                  | Bidding Administration and Pre-Bid Meeting | 2                                       | 5                                          | 2                   | 2                                | 4                             | 0                                  | 2         | 2                   | 2        | 21             | \$4,035       |
| Total Hours                                          |                                            | 13                                      | 49                                         | 42                  | 10                               | 29                            | 8                                  | 32        | 33                  | 11       | 227            |               |
| Average Hourly Rate                                  |                                            | \$263                                   | \$201                                      | \$166               | \$146                            | \$200                         | \$196                              | \$261     | \$200               | \$79     |                |               |
| Subtotal                                             |                                            | \$3,419                                 | \$9,849                                    | \$6,972             | \$1,460                          | \$5,800                       | \$1,568                            | \$8,352   | \$6,600             | \$869    |                |               |
| Total Fee                                            |                                            |                                         |                                            |                     |                                  |                               |                                    |           |                     |          |                | \$44,889      |





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/28/2024

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

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

|                                                                                                              |  |                                                                                                                                                                                                                                                             |  |
|--------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Brown & Brown Insurance Services, Inc.<br>1120 South Avenue<br><br>North Mankato MN 56003 |  | <b>CONTACT NAME:</b> Bridget Whipps, CISR<br><b>PHONE (A/C, No, Ext):</b> (507) 344-4501<br><b>FAX (A/C, No):</b> (866) 800-6596<br><b>E-MAIL ADDRESS:</b> Bridget.Whipps@bbrown.com                                                                        |  |
| <b>INSURED</b><br><br>Bolton and Menk, Inc.<br><br>1960 Premier Dr.<br>Mankato MN 56001                      |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> EMCASCO Insurance Company<br><b>INSURER B:</b> Employers Mutual Casualty Company<br><b>INSURER C:</b> Continental Casualty Company<br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
|                                                                                                              |  | <b>NAIC #</b><br>21407<br>21415                                                                                                                                                                                                                             |  |

**COVERAGES** **CERTIFICATE NUMBER:** 2024-25 Bolton **REVISION NUMBER:**

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

| INSR LTR                                                                                                                                                 | TYPE OF INSURANCE                                                                                                                                                                                                                                                                  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------|
| A                                                                                                                                                        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                                                                                                 | Y         |          | 6D50852       | 01/01/2024              | 01/01/2025              | EACH OCCURRENCE \$ 2,000,000                                                    |
|                                                                                                                                                          | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000                                                                                                                                                                                                                             |           |          |               |                         |                         |                                                                                 |
|                                                                                                                                                          | MED EXP (Any one person) \$ 10,000                                                                                                                                                                                                                                                 |           |          |               |                         |                         |                                                                                 |
|                                                                                                                                                          | PERSONAL & ADV INJURY \$ 2,000,000                                                                                                                                                                                                                                                 |           |          |               |                         |                         |                                                                                 |
| GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |                                                                                                                                                                                                                                                                                    |           |          |               |                         |                         | GENERAL AGGREGATE \$ 4,000,000                                                  |
|                                                                                                                                                          |                                                                                                                                                                                                                                                                                    |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 4,000,000                                             |
| B                                                                                                                                                        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y         |          | 6E50852       | 01/01/2024              | 01/01/2025              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                                |
|                                                                                                                                                          | BODILY INJURY (Per person) \$                                                                                                                                                                                                                                                      |           |          |               |                         |                         |                                                                                 |
|                                                                                                                                                          | BODILY INJURY (Per accident) \$                                                                                                                                                                                                                                                    |           |          |               |                         |                         |                                                                                 |
|                                                                                                                                                          | PROPERTY DAMAGE (Per accident) \$                                                                                                                                                                                                                                                  |           |          |               |                         |                         |                                                                                 |
| B                                                                                                                                                        | <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 0                                                                   |           |          | 6J50852       | 01/01/2024              | 01/01/2025              | EACH OCCURRENCE \$ 10,000,000                                                   |
|                                                                                                                                                          | AGGREGATE \$ 10,000,000                                                                                                                                                                                                                                                            |           |          |               |                         |                         |                                                                                 |
|                                                                                                                                                          |                                                                                                                                                                                                                                                                                    |           |          |               |                         |                         |                                                                                 |
|                                                                                                                                                          |                                                                                                                                                                                                                                                                                    |           |          |               |                         |                         |                                                                                 |
| B                                                                                                                                                        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                      | N/A       |          | 6H50852       | 01/01/2024              | 01/01/2025              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
|                                                                                                                                                          | E.L. EACH ACCIDENT \$ 1,000,000                                                                                                                                                                                                                                                    |           |          |               |                         |                         |                                                                                 |
|                                                                                                                                                          | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000                                                                                                                                                                                                                                            |           |          |               |                         |                         |                                                                                 |
|                                                                                                                                                          | E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                                                                                                                                                                                                                           |           |          |               |                         |                         |                                                                                 |
| C                                                                                                                                                        | Professional/Pollution Liability<br>E&O Deductible \$25,000                                                                                                                                                                                                                        |           |          | AEH114019718  | 12/31/2023              | 12/31/2024              | Per Claim Limit \$5,000,000                                                     |
|                                                                                                                                                          |                                                                                                                                                                                                                                                                                    |           |          |               |                         |                         | Aggregate Limit \$10,000,000                                                    |
|                                                                                                                                                          |                                                                                                                                                                                                                                                                                    |           |          |               |                         |                         | Retro Active Date 12/31/1997                                                    |

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

Certificate holder is additional insured regarding general liability & auto liability.

## CERTIFICATE HOLDER

## CANCELLATION

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

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Real People. Real Solutions.

12224 Nicollet Avenue  
Burnsville, MN 55337-1649

Ph: (952) 890-0509  
Fax: (952) 890-8065  
Bolton-Menk.com

Via Email

March 7, 2025

Mr. Stefan Higgins, PE  
Assistant City Engineer  
10801 Town Square Drive NE  
Blaine, MN 55449

RE: Water Tower 2 – Contract Amendments  
Blaine, Minnesota

Dear Mr. Higgins,

Bolton & Menk was selected through an RFP process to assist the City with the reconditioning of Tower 2 and our original contract amount was for \$44,800. Through the design process we have provided additional services and identified additional scope of work items related to the telecom providers on Tower 2. The additional services are items that are not part of the original contract and were items that we have identified with the City as we have progressed through the design process. A summary of these items are noted below:

- ROV (remote operated vehicle) inspection/evaluation
- Investigation regarding extending the overflow inside the tank
- Heavy Metals (lead) investigations and testing
- Notifications/Correspondence/Meetings for temp telecom removal (AT&T / T-Mobile)
- Research and Correspondence for new railing and efforts to propose telecom providers (AT&T / T-Mobile) to pay for new railing (appx. \$30-\$40K savings for City).

To date, these additional services total approximately \$10,859.

Additionally, we are assisting the City with the two telecom providers that are on this tank, AT&T and T-Mobile. Each one of these tasks are estimated at \$10,000. However, it should be noted that these are 'pass through' costs and the provider (AT&T and T-Mobile) will be paying for these services.

We appreciate the opportunity to work with you on this project and should you have any questions do not hesitate to give me a call at 612-803-5223.

**Bolton & Menk, Inc.**

**Seth A. Peterson, P.E. (MN, WI)**  
Senior Principal Engineer



# City of Blaine

## Staff Report

File Number: RES 25-50

| Agenda Date    | Status     |
|----------------|------------|
| March 17, 2025 |            |
| In Control     | File Type  |
| City Council   | Resolution |

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

### Agenda Item # 7.8

Resolution Authorizing the Mayor and City Manager to Purchase Filtration Media for Water Treatment Plant #3 and Corresponding Budget Amendments.

### Executive Summary

The Water Division is seeking authorization to purchase filtration media for Water Treatment Plant #3 and corresponding budget amendments.

### Background

Water Treatment Plant #3 (WTP 3), which filters water from two wells at a maximum rate of 2,000 gallons per minute, is currently offline due to filter damage. A crack in Filter 1's under-drain laterals caused media to enter and partially clog Filter 2. Repairs are underway, and once approved, staff will purchase and reload the pyrolusite media. City staff, experienced in such repairs, expect to complete the work efficiently, ensuring the plant is operational for summer demand.

The adopted 2023 Capital Improvement Plan (CIP) appropriated \$300,000 for filtration media and under-drain replacements at Water Treatment Plant #3, which was subsequently reallocated to address prioritized projects at Water Treatment Plant #1.

### Budget Considerations:

- The current request is to approve the purchase of filtration median. Additional work will be required to complete the under-drain replacements under a separate contract.
- Staff have identified savings in the water, source and storage, chemical budget line resulting from the limited availability of Water Treatment Plant #4 to fund this work.
- Having city staff perform the repairs will result in significant cost savings.

Staff reached out to get quotes from four vendors. Two responded with quotes.

|                     |             |
|---------------------|-------------|
| Water Surplus       | \$65,737.10 |
| Treatment Resources | \$72,310.00 |
| Vessco Inc.         |             |
| SVEN                |             |

### Strategic Plan Relationship

This action aligns with the City's Strategic Plan #3 - Infrastructure Management.

### Board/Commission Review

Not required.

### Financial Impact

The funding for this expenditure is proposed to be completed within the Water Division Operating Budget. Staff recommend a budget amendment of \$65,737.10 as identified in the accompanying resolution, with Water Treatment Plant #4 chemical utilization anticipated to be under budget and sufficient to cover this cost.

### Public Outreach/Input

Not required.

### Staff Recommendation

By resolution, authorize the budget amendment to facilitate the purchase of filtration media for WTP 3 in the amount of \$65,737.10 and authorize the purchase of filter media from Water Surplus.

### Attachment List

1. Quotation
2. Proposal



# City of Blaine

## Signature Copy

Resolution: RES 25-50

### Resolution Authorizing the Mayor and City Manager to Purchase Filtration Media for Water Treatment Plant #3 and Corresponding Budget Amendments.

**WHEREAS**, the City of Blaine is mandated by the Environmental Protection Agency (EPA) and the Minnesota Department of Health to provide safe drinking water; and

**WHEREAS**, sound budgeting principles promote appropriating necessary funds required to accomplish approved objectives; and

**WHEREAS**, the City Council of the City of Blaine ("City Council") has the authority to authorize transfers and budget amendments between accounting funds; and

**WHEREAS**, the quoted price of the filtration media is \$65,737.10.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Blaine hereby, approve the following expenditure decrease for the 2025 budget:

| Fund/Account                                                     | Amount      |
|------------------------------------------------------------------|-------------|
| Water, Source and Storage, Chemicals<br>601.50.530.537.5510-4208 | \$65,737.10 |

**BE IT FURTHER RESOLVED** that the City Council of the City of Blaine hereby authorizes the following expenditure increase to the 2025 budget:

| Fund/Account                                                            | Amount      |
|-------------------------------------------------------------------------|-------------|
| Water, Source and Storage, General Supplies<br>601.50.530.537.5510-4210 | \$65,737.10 |

**PASSED** by the City Council of the City of Blaine this 17th day of March 2025.



# QUOTATION



|                   |                          |
|-------------------|--------------------------|
| Quote Date:       | February 24, 2025        |
| Quote Expiration: | March 26, 2025           |
| Quote ID:         | QU-0003455               |
| Customer Ref:     | Verbal Kristian Gaasland |
| Terms:            | NET 30 DAYS              |

Surplus Management, Inc.  
PO Box 2668  
Loves Park IL 61132  
Tel: (815) 636-8833 Fax: (815) 636-8844  
www.watersurplus.com

Jim Groose  
(815) 240-3705  
jim.groose@watersurplus.com

## CUSTOMER

City of Blaine  
10801 Town Square Drive NE  
Blaine MN 55449-8101

## DELIVER TO

City of Blaine  
4629 103rd Lane  
Blaine MN 55014  
  
kgaasland@blainemn.gov

| Item                                                                                                                                                                                     | Product Detail                                                                                                                                                                                                                      | Qty | UoM  | Sale Price | Total       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|------------|-------------|
| 1                                                                                                                                                                                        | <a href="#">WaterPlus - OxiPlus75</a><br><b>WATERPLUS - OxiPlus75/Bag 20X40 Mesh, SS Catalytic Filter</b><br><b>Media Sold per Bag in 60 Pound Bags, 115 Lbs. per CF</b><br><b>Classification: New</b><br><b>Asset ID: 10012877</b> | 958 | Each | \$64.45    | \$61,743.10 |
| 2                                                                                                                                                                                        | <b>Shipping and Handling Non-Taxable</b>                                                                                                                                                                                            | 2   | Each | \$1,997.00 | \$3,994.00  |
| Terms are net 30 days, FOB factory<br>Lead time is 1 week ARO<br>Prices do not include state, local or sales taxes of any kind. Please provide<br>tax exempt certificate if appropriate. |                                                                                                                                                                                                                                     |     |      |            |             |

|                    |                     |
|--------------------|---------------------|
| <b>Grand Total</b> | <b>\$ 65,737.10</b> |
|--------------------|---------------------|

To order this quote:

- Existing Customers
  - Send a Purchase Order to your salesperson
- New Customers
  - Contact your salesperson to setup an account.
  - Send a Purchase Order to your salesperson.

Order Approved as quoted including the following Standard Terms and Conditions.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Thank you for your consideration. If you have any questions, please reach out to your salesperson.  
Explore our wide range of products and services online at [watersurplus.com](https://watersurplus.com):

[Rental Equipment](#)  
[Engineering](#)

[Surplus Equipment](#)  
[Service](#)

[New Equipment](#)  
[Inventory](#)

## STANDARD TERMS AND CONDITIONS OF SALE

1. **Governing Terms:** Product(s) and/or Service(s) furnished by Surplus Management, Inc. (dba WaterSurplus, hereinafter referred to as "Seller") to the customer referenced in this Sales Order (hereinafter referred to as "Buyer"), and collectively referred to as the "Parties", are sold and/or provided only on the Sales Order and the Standard Terms and Conditions of Sale (hereinafter referred to as "Terms and Conditions") stipulated herein as well as any additional special provisions that may be stipulated on the face hereof or on any Exhibits attached hereto and made a part hereof. Notwithstanding any Terms and Conditions on Buyer's purchase order, Seller's performance of any contract is expressly made conditional on Buyer's agreement to Seller's Terms and Conditions of Sale stated herein unless otherwise specified in a separate written agreement executed between the Seller and Buyer. In the absence of a separate written agreement, Buyer's written approval for the purchase of Product(s) and/or Service(s) referenced in this Sales Order, which Buyer warrants and represents is signed by a duly authorized representative, shall be deemed acceptance of Seller's Terms and Conditions of Sale. In the absence of a separate written agreement agreed upon between Buyer and Seller, commencement of performance and/or shipment shall be only for Buyer's convenience and shall not be deemed or construed to be acceptance of Buyer's Terms and Conditions or any part thereof. If a contract is not previously formed by mutual written agreement, acceptance of any Product(s) and/or Service(s) shall be deemed acceptance of the Terms and Conditions stated herein. All contracts for the sale of Product(s) and/or Service(s) shall be construed under and governed by the laws of the State of Illinois in a court of competent jurisdiction in Winnebago County, Illinois, USA.
2. **Quotations and Prices:** All sales quotations are subject to the Terms and Conditions stated herein as well as any additional special provisions that may be stipulated on the face hereof or attached as an Exhibit hereto. In the case of a conflict between the Terms and Conditions stated herein and any Special Provisions stipulated on the Sales Order or Exhibit(s) attached hereto, the Special Provisions or Exhibit(s) shall govern. Quotation and prices provided by Seller are subject to the following:
  - i. Seller shall only authorize Sales Orders greater than two-hundred dollars (\$200.00).
  - ii. All quotations and pricing stipulated in this Sales Order by Seller unless otherwise stated in Article 2.F herein are guaranteed for thirty (30) days from the date of issuance to Buyer unless amended by Buyer and Seller through mutual written agreement prior to the thirty (30) day expiration.
  - iii. Unless otherwise stated in writing, all quotations provided by Seller shall expire thirty (30) days after issuance to Buyer and are subject to withdrawal, change or prior sale by Seller without notice to Buyer.
  - iv. Unless otherwise stated in writing, all prices quoted shall be exclusive of crating or packaging for shipment, transportation, insurance, taxes, license fees, customs fee, duties and other charges related thereto and shall be the responsibility of Buyer. All prices quoted are F.O.B. point of shipment. Buyer shall furnish Seller with evidence of tax exemption acceptable to taxing authorities if applicable.
  - v. Seller reserves the right to correct all stenographic, typographical and clerical errors which may be present in Seller's prices or specifications.
  - vi. If, prior to the execution of this Sales Order between Seller and Buyer and prior to material purchase orders being secured by Seller, the price of the material significantly increases, through no fault of the Seller, the price shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As defined herein, a significant price increase shall mean any increase in material prices utilized for the basis of the sales quotation and sales order approved by Buyer to Seller which is greater than two percent (2%) from the date of the sales quotation. Such price increase shall be documented by Seller through quotes, invoices, industry metrics, or receipts and approved by Buyer through an amended Sales Order or by other written instrument as approved by Seller. Where the delivery of material is delayed, through no fault of the Seller, as a result of the shortage or unavailability of materials, Seller shall not be liable for any additional costs of damages associated with such delay(s).
3. **Acceptance of Sales Orders:** A Sales Order shall not be binding on Seller until shipped by Seller. All orders placed by Buyer with Seller are accepted conditional upon Buyer's assent of these Terms and Conditions. No agreement or understanding, oral or written, in any way purporting to these terms or conditions, whether contained in Buyer's purchase or shipping release forms, or elsewhere, will be binding upon Seller unless hereafter made in writing and signed by its duly authorized representative.
4. **Terms and Methods of Payment:** Terms of Payment shall be made on the basis of net cash in United States currency prior to shipment, unless otherwise mutually agreed to in writing. All payments from Buyer shall be due to Seller, and paid in full by Buyer, within thirty (30) days from the date of invoice. Past due balances shall be subject to a service charge of one and one-half (1.5%) percent per month (18% annually), but not more than the amounts allowed by law. Partial shipments will be invoiced as made and payments thereof are subject to the above terms. No cash discounts are allowed unless otherwise specifically provided by Seller. If, in the judgment of Seller, the financial condition of Buyer at any time does not justify the commencement or continuance of Production, shipment, or Service(s) on the terms specified herein, Seller may, in addition to all other remedies it may have in law or in equity, make written demand for full or partial payment in advance and suspend delivery of Product(s) and/or Service(s) until such payment is made and cancel the Buyer's order if such payment is not received by Seller within ten (10) days after delivery in writing of such demand by Seller. Automated Clearing House (ACH) payment is the preferred payment method desired by Seller, but cash, check, money order, wire transfer or credit card is also acceptable. Credit card transactions on orders greater than two-thousand five hundred dollars (\$2,500) will have a transaction fee of two percent (2%) assessed by Seller. Where credit is granted to Buyer by Seller, Seller may cancel or delay delivery of Product(s) and/or Service(s) in the event Buyer fails to make prompt payment or in the event of an arrearage in Buyer's account with Seller.
5. **Hazardous Materials and Wastes; No Nuclear Use:** As it relates to Sales Orders that pertain to Service(s) performed by Seller, in the event that Seller and/or Buyer encounters any hazardous materials (meaning toxic substances, hazardous substances, pollutants, contaminants, regulated wastes, or hazardous wastes as such terms may be defined or classified in any law, statute, directive, ordinance or regulations promulgated by any applicable governmental entity) (collectively, "Hazardous Materials") at Buyer's Facility, other than Hazardous Materials introduced by Seller or its agents or that are otherwise the express responsibility of Seller under these Terms and Conditions, Buyer shall immediately take whatever precautions are required to legally eliminate such Hazardous Materials so that the Seller's Work may safely proceed. At no time shall Seller be deemed to have taken title to or the responsibility for the disposal of any wastes, Hazardous Materials, influent water, any resultant Product(s) streams, wastewater streams, cleaning materials, or any other materials or substances processed by Seller's Product(s) or otherwise located at Buyer's Facility. Seller does not take responsibility for and hereby expressly disclaims responsibility for the characterization of wastes, Hazardous Materials, or for the identification or selection of disposal facilities for any wastes unless otherwise agreed to in writing by the Parties. In the case of Rental Services provided by Seller to Buyer, Product(s) used by Buyer must be free from any hazardous materials before being returned to Seller, and Buyer acknowledges that Buyer shall

be liable for any costs or remedies conducted by Seller if the Product(s) are returned contaminated with hazardous materials. Unless expressly permitted in writing by Seller, Buyer warrants that it shall not use or permit the use of Seller's Product(s) in connection with any nuclear installation or activity. Seller shall have no liability whatsoever for any nuclear or other damage, disposal, injury or contamination arising in connection with any such use.

6. **Security Interest:** Seller shall have, and Buyer does hereby grant, a purchase money security interest in all Product(s) sold hereunder, together with all proceeds and replacements until all charges have been paid in full. Seller may file or record this, UCC-1 statements, or any other applicable document necessary to protect the interests of Seller in the Product(s). Buyer shall execute and deliver any document reasonably requested by Seller for such purpose.
7. **Shipment:** Shipment is F.O.B. point of shipment unless specifically provided by Seller. The shipping date is estimated upon the basis of immediate receipt by Seller of all information required to be furnished by Buyer. Seller shall, in good faith, endeavor to ship the estimated shipping date, but reserves the right to vary such date free of any liability from Buyer. Seller will not assume any responsibility for any damage resulting from any delays beyond its control. The place of delivery specified by Buyer and agreed to by Seller shall be firm and fixed, provided that Buyer may notify Seller no later than 30 days prior to the scheduled shipment date of the Equipment of an alternate point of delivery. Provided the Parties agree to a change order to take into account any additional cost or delay incurred by Seller in implementing this change, the alternate place of delivery shall become the agreed place of delivery for all purposes under these Terms and Conditions. Failure by Buyer to take delivery of the Equipment shall be a material breach of this Sales Order.
8. **Returns:** No Product(s) may be returned to Seller without the prior written consent of Seller and are subject to a Return and Restocking Fee of twenty-five (25%) percent on Product(s) returned.
9. **Performance and Force Majeure:** Seller will make all reasonable efforts to observe its dates indicated for performance. However, Seller will not be liable for failure to perform hereunder due to any factor or contingency beyond its reasonable control, including but not limited to: Acts of God, fires, flood, wars, riots, sabotage, accidents, medical emergencies, pandemics, labor disputes or shortages, government laws, regulations, ordinances or codes, inability to obtain material, material equipment or transportation, and any similar or different contingency beyond the control of Seller. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or nonperformance, plus such additional time as may be necessary to overcome the effect of the delay or nonperformance. If delivery or performance is delayed for a period exceeding 180 (one hundred and eighty) days, either Party may terminate this Agreement without further liability provided that Seller shall be paid an amount equal to that which would be payable to Seller under the provisions of Article 17 stipulated herein. If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable adjustment in schedule, price and/or performance, as applicable.
10. **Warranty:** The following warranty provisions apply to used, surplus, and new Product(s):
  - i. **Used or Surplus Product(s).** Buyer shall have the right to inspect all used or surplus Product(s) during normal business hours at the location where the used or surplus items are stored "as is" and "with all faults". The used or surplus Product(s) are sold "as is" and without warranty. Seller neither makes nor assumes any liability under any warranty, whether statutory, by operation of law or otherwise, including, but not limited to implied warranties or merchantability and fitness for a particular purpose. Seller does not warranty that such used or surplus Product (s) conforms with any plans or specifications of Buyer or others or meets any requirements of federal, state, local laws, regulations or ordinances pertaining to safety or insurance requirements.
  - ii. **New Product(s).** Where manufacturer's warranties exist and are still active, such warranties and all such terms and conditions thereof shall be assigned to Buyer as a part of the Sale. Seller neither makes nor assumes any liability under any warranty, whether statutory, by operation of law or otherwise, including but not limited to implied warranties or merchantability and fitness for a particular purpose. Seller warrants that the Product(s) shall conform to any specifications set out in the Sales Order and shall be free from defects in material and workmanship. Seller does not warrant that such Product(s) conforms with any plans or specifications of merchantability and fitness for a particular purpose. It is the responsibility of Buyer to warrant that such equipment or merchandise conforms with any requirements of federal, state, or local laws, regulations or ordinances pertaining to safety or insurance requirements. Seller's warranty does not cover the results of improper handling, storage, installation, commissioning, operation or maintenance of the Equipment by Buyer or third parties, repairs or alterations made by Buyer without Seller's written consent, influent water which does not comply with agreed parameters, or fair wear and tear.
  - iii. Unless otherwise expressly provided in this Agreement, the foregoing warranties are valid for New Product(s):
  - iv. for chemicals and Services, for 6 months from their date of delivery or the provision of Services;
  - v. for consumables, including Filters and Membranes, 12 months from their date of delivery,
  - vi. for Product(s) other than chemicals and consumables, the earlier of, 15 months from delivery or shipment to storage, or 12 months from startup/first use.
  - vii. For Product(s) not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only as stated herein.
  - viii. Any claim for breach of these warranties must be promptly notified in writing, and Buyer shall make the defective item available to the Seller, or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Product(s) and/or Service(s) or any breach of these warranties is limited to repair or (at Seller's option) replacement of defective items of Equipment, and performance of defective Service(s). Buyer shall make maintenance and operation records available to the Seller upon request during the warranty period.

Buyer is not entitled to extend or transfer this warranty to any other party unless agreed to in writing by Seller. The foregoing warranties and remedies are in lieu of and exclude all other warranties and remedies, statutory, expressed or implied, including any warranty of merchantability or of fitness for a particular purpose. Unless otherwise expressly stipulated in herein or other written instrument signed by both Parties, Seller gives no warranty or guarantee as to process results or performance of the Product(s), including but not limited to Product(s) quality, flow, Product(s)ion, capacity, membrane life, chemical consumption, regulatory compliance or energy consumption.

1. **Compliance with Laws and Permits:** All permits and licenses which are required to construct, install and/or operate Buyer's facility or equipment, to use the Product(s), or to manage and dispose of any wastes and residues resulting from Buyer's use of the Product(s), shall be obtained and maintained by Buyer at Buyer's sole expense. Buyer is responsible for compliance with all laws and regulations applicable to the storage, use, handling, installation,

maintenance, removal, and registration and labeling of all Product(s) after delivery of the Product(s), as well as for the proper management and disposal of all wastes and residues. If any change in applicable laws, codes or standards occurring after the date of Seller's proposal to Buyer requires a change to the Product(s) or to the performance of the Service(s), and it is technically feasible to comply with such change, the Seller shall be entitled to an equitable adjustment to price and schedule.

2. **Intellectual Property:** Both Parties agree to keep confidential the other party's proprietary nonpublic information, if any, which may be acquired in connection with this Sales Order. Buyer will not, without Seller's advance written consent, subject Product(s) to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings owned by Seller.
3. **Buyer's Responsibility and Indemnity:** It shall be the responsibility of the Buyer to ensure that any Product(s) purchased from Seller is installed and operated in a proper and safe manner. Buyer also acknowledges that it may have to install or change, guards, safeties, warnings, or other components to ensure that the machine will conform to all laws, regulations, ordinances, codes, insurance requirements and industry standards. Buyer agrees to defend, indemnify and hold harmless Seller from and against any and all claims, actions, proceedings, expenses, damages, liabilities, penalties, liens, costs and expenses (including attorney's fees (including any of the foregoing arising or imposed without Seller's fault or negligence or under the doctrine of strict liability) arising in connection with the Product(s) and/or Service(s).
4. **Damages and Liabilities:** Seller's liability for damages shall not exceed the payment, if any, received by Seller for the unit(s) of any Product(s) and/or Service(s) furnished, or to be furnished, which is the subject of claim or dispute. Failure to give notice of claim within thirty (30) days from the date of delivery or the date fixed for delivery (in the case of non-delivery), shall constitute a waiver by Buyer of all claims in respect to such Product(s) and/or Service(s). In no event will Seller be liable for incidental, consequential or special damages of any kind, however caused, arising out of, or in any way connected with, the Product(s) and/or Service(s) furnished by Seller to Buyer. If Buyer should default in the performance of any obligations herein, then, in addition to any and all rights or remedies Seller may have against Buyer, Buyer shall be liable to Seller for all court costs and third-party costs incurred by Seller (attorney's fees, accountant's fees, consulting fees) in enforcing the Terms and Conditions herein. For the purposes of this Article, "Seller" shall mean Seller, its affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, individually or collectively. If Buyer is supplying Seller's Product(s) or Service(s) to a third party, Buyer shall require the third party to agree to be bound by this clause. If Buyer does not obtain this agreement for Seller's benefit for any reason, Buyer shall indemnify and hold Seller harmless from all liability arising out of claims made by the third party in excess of the limitations and exclusion of this clause.
5. **Disputes:** All disputes related to the Terms and Conditions herein between Seller and Buyer shall first be attempted to be resolved between Seller and Buyer. If not resolved, the dispute will be submitted to a mutually agreed, non-binding arbitration procedure for resolution. All disputes concerning Product(s) and/or Service(s) not otherwise resolved between Seller and Buyer shall be resolved in a court of competent jurisdiction in accordance with Article 1 herein. Provided that, at Seller's sole discretion, such action may be heard in some other place designated by Seller, if necessary, to acquire jurisdiction over third parties, so that the dispute can be resolved in one action. Buyer hereby consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof. No action, regardless of form arising out of, or in any way connected with, the Product(s) and/or Service(s) furnished by Seller, may be brought by Buyer more than one (1) year after the cause of action has occurred.
6. **Waiver:** No waiver of any provision of these Terms and Conditions shall be enforceable against that party unless it is in writing and signed by that party.
7. **Assignments and Terminations:** These Terms and Conditions shall not be assigned, subcontracted or delegated, in whole or in part, without Seller's prior written consent. The provisions of these Terms and Conditions shall be binding upon and inure to the benefit of the Parties and their successors and assigns. Terminations by mutual agreement are subject to the following:
  - i. Buyer will pay Seller, at applicable contract prices, for all Product(s) which are completely manufactured and allocable to Buyer at the time of Seller's receipt of notice of termination.
  - ii. Buyer will pay all costs, direct and indirect, which have been incurred by Seller with regard to Product(s) which have not been completely manufactured at the time of Seller's receipt of notice of termination.
  - iii. Buyer will pay a termination charge on all other determined costs and other charges. To reduce termination charges, Seller will divert completed parts, material or work-in-progress from terminated contracts to other Buyers whenever, at Seller's sole discretion, it is practical to do so.
  - iv. A restocking fee will be applied to returned items that are standard inventory items in accordance with Article 8 herein.
  - v. Any custom Product(s) or systems will be at the sole discretion of Seller.

Upon the termination of this Sales Order by Seller for cause, or by Buyer without cause, Buyer shall pay to Seller within thirty (30) days of receipt of invoice the price of all Product(s) or Service(s) delivered at the date of termination, plus an amount equal to all costs and expenses incurred in the engineering, sourcing, financing, procurement, manufacture, storage and transportation of the Product(s) including materials, work in progress and any cancellation charges assessed against Seller by Seller's suppliers including reasonable overhead and profit on all such costs and expenses. Alternatively, if any schedule of termination payments has been agreed between the Parties, Buyer shall pay to Seller within thirty (30) days of receipt of invoice the amounts set out in that schedule.

1. **No Third Party Beneficiary:** Except as specifically set forth in Article 14 herein, these Terms and Conditions are not intended to, and does not give to any person who is not a party to this Sales Order any rights to enforce any provisions contained herein.
2. **Severability:** No provision of this Sales Order, Standard Terms and Conditions or Exhibit(s) attached hereto which may be deemed invalid or enforceable against the Parties or their successors or assigns will in any way invalidate or make unenforceable any other provisions of this Sales Order, Standard Terms and Conditions or Exhibit(s), all of which will remain in full force and effect.
3. **Entire Agreement:** These Terms and Conditions embodies the entire agreement between Buyer and Seller and supersedes any previous documents, correspondence or agreements between them. No modification, amendment, revision, waiver, or other change shall be binding on either Party unless agreed in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not specified herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained herein.





Treatment Resources, Inc.  
11670 Fountains Drive, Suite 200  
Minneapolis, MN 55369  
Phone 651/702-2692  
Fax 763/420-9824

---

## Proposal

**Date:** March 3, 2025 **Transmitted via E-mail**  
**To:** City of Blaine, MN  
**From:** Treatment Resources, Inc. (TRI)  
**Re:** Water Treatment Plant – Filter Media Quotation

---

Treatment Resources, Inc. (TRI) appreciates the opportunity to offer the following scope of supply detailing filter media.

### Scope of Supply

| <u>Qty.</u> | <u>Description</u>                                             |
|-------------|----------------------------------------------------------------|
| 500 cu ft   | Pyrolusite 20 x 40 mesh (shipped in palletized 0.5 cu ft bags) |

**Notes:**

1. Supply of any disinfection and start-up chemicals is by others.
2. Off-loading media at the job site is by others.
3. Installation of media is by others.
4. Disinfection procedures and lab tests are by others.
5. Freight included in pricing, below.
6. Sales tax not included.

**Pricing:**        **\$72,310.00**

**Validity:**        This proposal is valid for thirty (30) days from the above referenced date.

**Shipment:**      All media is in stock, and available for delivery 2-3 weeks after receipt of PO.

**Payment:**        Net 30 days from date Invoice.

**Terms and  
Conditions:**    This proposal governed by the attached Terms and Conditions.

**Taxes:**           State, County, and/or Local taxes or duties are not included in the proposal.  
Please notify Treatment Resources, Inc if MN State tax should be applied to  
invoice.

This proposal is limited to the above referenced Scope of Supply, and attachments. Any ancillary items, and/or installation not outlined in the attachments will be the responsibility of the purchaser.

Should you have any questions, please free to contact me at (612) 816-2230.

Sincerely,  
Todd Butz  
Treatment Resources, Inc.

# TREATMENT RESOURCES, INC. (TRI)

## STANDARD CONDITIONS OF SALE

**I. ACCEPTANCE:** All prices are F.O.B. Point of Manufacture and are firm for acceptance within thirty (30) days from the date of this quotation, unless otherwise stated in the quotation. All orders are subject to written acceptance and credit approval by TRI.

**II. SALES TAXES:** Prices quoted do not include any applicable city, county, state or federal excise, sales use or any other taxes now in force or to be enacted, unless otherwise stated in the quotation. All such taxes are to be paid and borne by the Purchaser.

**III. PAYMENT POLICY:** Payment terms shall be as stated in the quotation. If shipment is delayed by Purchaser, date of readiness for shipment shall be deemed to be the date of shipment for payment purposes. If manufacture is delayed by Purchaser, a payment shall be made based on purchase price and percentage of completion, balance payable in accordance with the terms as stated. If payments are not made in conformance with the terms stated herein, the contract price shall, without prejudice to TRI's right to immediate payment, be increased by 1½% per month on the unpaid balance, but not to exceed the maximum amount permitted by law. If at any time in TRI's judgment Purchaser may be or may become unable or unwilling to meet the terms specified, TRI may require satisfactory assurance or full or partial payment as a condition to commencing, or continuing manufacture, or in advance of shipment.

**IV. SHIPMENT:** Manufacturer will use all reasonable care in shipping the equipment or parts and will endeavor to make shipment within the time estimated in the quotation subject to confirmation by TRI at time of placing order. The shipping date is to be considered as approximate only for the reason that manufacturer's ability to complete and ship equipment or parts ordered within this period may depend upon conditions beyond TRI's control. Equipment or parts will be crated for domestic truck shipment at manufacturer's expense; however, TRI assumes no responsibility for loss of, or damage to the equipment after delivery to the carrier, who shall be deemed to be acting for the Purchaser, and the equipment shall thereafter be at the purchaser's risk. It is TRI's policy to ship its equipment "Bill Collect" with the motor freight company mailing their invoice(s) directly to the purchaser's billing address, unless otherwise stated. If shipment is not accepted within seven days after the Purchaser is notified that the order is ready for shipment, the equipment will be stored at the Purchaser's risk and expense.

**V. TITLE & INSURANCE:** Title to the product(s) and risk of loss or damage shall pass to the Purchaser upon shipment, or seven (7) days after the Purchaser is notified that the order is ready for shipment, whichever event shall first occur, except that a security interest in the product(s) or any replacement shall remain in manufacturer's name, regardless of mode of attachment to realty or other property, until the full price has been paid in cash. Purchaser agrees to do all acts necessary to perfect and maintain said security interest, and to protect TRI's interest by adequately insuring the product(s) against loss or damage from any external cause with TRI named as insured or co-insured.

**VI. ERECTION:** Unless otherwise stated in writing, the equipment shall be assembled and erected by and at the expense of the Purchaser.

**VII. CANCELLATION & BREACH:** Orders placed cannot be canceled, nor shipments of goods made up, or in process, be deferred beyond the original shipment dates specified, except with TRI's written consent and upon terms which shall indemnify TRI against all loss. In the event of cancellation or the substantial breach of this purchase agreement by Purchaser, as by failing to make any of the payments when due, the parties agree that TRI will suffer a serious and substantial damage which will be difficult, if not impossible, to measure, both as of the time of entering into this purchase agreement and as of the time of such cancellation or breach; and therefore, the parties agree that upon such cancellation or breach the Purchaser shall pay to TRI the sums set forth herein below which the parties do hereby agree shall constitute agreed and liquidated damages in such event:

If cancellation or breach shall occur after the acceptance of the purchase order but prior to mailing of general arrangement by TRI to Purchaser, liquidated damages shall be 10% of the selling price.

If cancellation or breach shall occur within thirty (30) days from the mailing of general arrangement by TRI to Purchaser, the liquidated damages shall be 30% of the selling price.

If the cancellation or breach occurs after thirty (30) days from the mailing of general arrangement by TRI to Purchaser, but prior to notification that the order is ready for shipment, the liquidated damages shall be the total of 30% of the selling price plus the expenses incurred, cost of material, and reasonable value of the work expended to fill the order involved herein by TRI's engineers and other employees, agents and representatives after the mailing of general arrangement drawings by TRI to Purchaser, said sums to be determined in the sole reasonable discretion of TRI; provided, however, that the total liquidated damages under this provision shall not exceed the total selling price.

If cancellation or breach shall occur after TRI has notified purchaser that the order is ready for shipment, then the liquidated damages shall be the total selling price.

**VIII. DRAWINGS & SPECIFICATIONS:** In the event that drawings are sent to the Purchaser for approval after the order is placed, the drawings must be returned marked "Approved" or "Approved As Noted" within ten (10) working days after receipt unless otherwise noted. In the event that Purchaser's written comments are not given within the ten (10) day period, the items are deemed adequate by TRI.

**IX. MATERIALS OF CONSTRUCTION, PAINTS AND COATINGS:** The Purchaser is responsible for determining the suitability and giving final approval of materials of construction, paints, coatings, etc. to be used by manufacturer.

**X. CONFIDENTIAL INFORMATION & IMPROVEMENTS:** Purchaser will keep confidential and will not use or reproduce any information received from TRI in connection with this quotation for the use, operation, or maintenance of the product(s), except with the written consent of TRI. Purchaser will not copy or otherwise reproduce any written or printed material or drawings furnished to Purchaser by TRI in connection with the product(s) or this proposal. Purchaser will return all such material to TRI if this quotation is not accepted. Purchaser will not copy the product(s) or make any design drawings of the product(s) and will not permit other to copy or make any design drawings of the product(s). TRI shall have a royalty-free license to make, use and sell, any changes or improvements in the product(s) invented or suggested by Purchaser or its employees.

**XI. GUARANTEE:** All equipment or parts covered by this quotation are guaranteed to be free from defective material and workmanship, under normal use and service, for a period of twelve (12) months from date the Purchaser is notified that the order is ready for shipment. This guarantee does not cover failure of normal wearing parts unless failure of such part has resulted from defective material and workmanship. In the event of any defects developing within the stated period, under normal and proper use, TRI is to be notified promptly in writing, and upon receipt of our written consent, the parts are to be returned promptly to manufacturer, F.O.B. manufacturer's factory. If manufacturer's inspection indicates defective material or workmanship, the parts will, at manufacturer's option, either be repaired or replaced without charge, F.O.B. manufacturer's factory. In the case of components purchased by TRI and incorporated in the equipment, TRI's guarantee is limited to the component manufacturer's guarantee. NOTE: TRI does not accept liability for any corrective or other work, or expenditures of any kind that have not been authorized by it in writing prior to the commencement of such work or prior to committing to such expenditures, without exception. Service calls, when requested and where no evidence of defective material or workmanship is found, will be at the expense of the Purchaser. TRI shall not be held liable for any further cost, expense, or labor to replace equipment or replaceable parts, or indirect or consequential damages.

**THE FOREGOING GUARANTEE IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF QUALITY, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, ARE HEREBY DISCLAIMED.**

**XII. CONSEQUENTIAL DAMAGES:** In no event shall TRI be liable for special, indirect, incidental or consequential damages, including but not limited to, loss of profits or revenue, loss of use of the equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, down time cost, or claims of customers of the Purchaser for such other damages.

**XIII. LIABILITY:** TRI will only be responsible for damages from proven negligent acts of its direct employees only.

**XIV. GOVERNMENTAL LAWS AND REGULATIONS:** TRI believes the manufacturer's equipment design complies with most Governmental Laws and Regulations and Industrial Practices; however, it cannot accept responsibility for any State, City or other local laws not specifically brought to our attention and with copies attached.

**XV. ATTORNEY'S FEES:** In the event of Purchaser's breach of the terms of this purchase agreement, Purchaser shall pay all costs and expenses, including a reasonable attorney's fee incurred by TRI for the enforcement or prosecution of its rights thereunder. This shall include, without limitation, all such attorneys, fees reasonably incurred prior to litigation as well as appellate attorney's fees.

**XVI. LITIGATION:** The parties agree that in the event of any litigation between the parties related, based upon or in any way involving this purchase order or the goods and services involved herein, that the jurisdiction and venue for such action shall solely and exclusively be in Hennepin County, MN

**XVII. ENTIRE AGREEMENT:** The parties agree that the foregoing constitutes the entire agreement between the parties and that there are no other agreements, terms or conditions, expressed or implied, which are not included within the foregoing purchase agreement, including the standard conditions of sale set forth herein, unless otherwise agreed to in writing.

October, 2002



# City of Blaine Staff Report

File Number: 2025-61

| Agenda Date    | Status    |
|----------------|-----------|
| March 17, 2025 |           |
| In Control     | File Type |
| City Council   | Motion    |

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

## Agenda Item # 7.9

Motion to Authorize the Mayor and City Manager to Enter into a Contract with WSB for Professional Engineering Services for the Trunk Highway 65 Frontage Road Utility Improvement Project, Improvement Project No. 21-01

## Executive Summary

Council is requested to approve a contract with WSB for professional engineering services for the Trunk Highway 65 Frontage Road Utility Improvement Project, in the amount of \$212,360.

## Background

As a part of the overall Trunk Highway 65 (TH 65) reconstruction project, a frontage road will be constructed on the west side of TH 65 from 99th Avenue to 109th Avenue. This frontage road (Ulysses Street) will be a city-owned street when completed. The overall TH 65 project will design, construct and fund this frontage road but any city water and sanitary sewer utilities that the city wishes to be in Ulysses Street are the responsibility of the city to design and pay for. Staff approached WSB to submit a proposal for the design of the city water and sanitary sewer infrastructure in the proposed Ulysses Street. WSB is the design engineer for the TH 65 project and is one of the engineering firms in the pre-approved consultant pool approved by Council, and this will allow for a seamless insertion of the city's utility plans into MnDOT's overall TH 65 construction plan set.

Staff has reviewed this proposal, in the amount of \$212,360, 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 \$233,596. This project will be funded through Public Utility Funds.

## Strategic Plan Relationship

This project aligns with the City's strategic plan goal of Infrastructure Management by providing high quality utilities.



## Board/Commission Review

Not required.

## Financial Impact

The adopted 2024 Capital Improvement Program (CIP), which was approved via [resolution 23-207](#) on December 18, 2023, appropriated \$400,000 for city-owned utility work associated with the TH 65 reconstruction project. This expenditure is proposed to be made out of the Sewer Capital Fund via project U2403.

Additional funds in 2026, 2027, and 2028 were included in the [2025-2029 CIP](#) as significant underground utility work along the TH 65 reconstruction project area is anticipated.

As part of the 2024B bonds sold on November 18, 2024, \$400,000 was included for the aforementioned utility services.

## Public Outreach/Input

The project will fall under the general MnDOT led public outreach program done as a part of the TH 65 reconstruction project.

## Staff Recommendation

By motion, authorize the Mayor and City Manager to enter into a contract with WSB & Associates, Inc. in the amount of \$212,360.00 for final design and construction services for the Trunk Highway 65 Frontage Road Utility Improvement Project, Improvement Project No. 21-01. In addition, authorize a 10% contingency to bring the total project budget to \$233,596.00 and authorize the Director of Engineering to sign all change orders up to the authorized project budget amount.

## Attachment List

1. Proposal

SCOPE OF SERVICES

## Trunk Highway 65 Frontage Road Utility Improvement Project

FOR THE CITY OF BLAINE



February 7, 2025

Mr. Stefan Higgins, PE  
Assistant City Engineer  
City of Blaine  
10801 Town Square Drive NE  
Blaine, MN 55449-8100

Re: Proposal to Provide Professional Engineering Services for  
Trunk Highway 65 Frontage Road Utility Improvement Project

Dear Mr. Higgins:

WSB is pleased to submit the following proposal to provide professional consulting services to complete plans and specifications for the installation of utilities in the future Ulysses Street frontage road on the west side of Trunk Highway 65 (TH 65) and relocate existing utilities to accommodate proposed TH 65 bridge abutments and retaining walls. We have assembled a multidisciplinary team that can provide the City of Blaine with all the necessary professional services to deliver a successful project.

**WSB's Approach** | Our approach will deliver a project that conforms to the City's construction standards while meeting the requirements of MnDOT. The City will have access to an experienced team of WSB staff that have successfully delivered similar projects for surrounding communities throughout the Minneapolis and St. Paul metro area. Our proposed design team will partner with the City of Blaine to identify potential design challenges, discuss possible alternatives, and then communicate with City staff to develop solutions that all project stakeholders can stand behind.

**Experienced Team** | Justin Messner, Dustin Tipp, and Nathan Kock have served as the primary design engineers and project managers for numerous urban infrastructure extension projects. In addition to their comprehensive understanding of the technical aspects of the project, the team also understands the need to engage stakeholders early and often during design to ensure successful delivery during construction.

Enclosed you will find a proposal to complete the tasks associated with the Trunk Highway 65 Frontage Road Utility Improvement Project. The proposal includes an hourly breakdown to complete each of the tasks associated with the project. The terms of this proposal shall remain valid for the duration of the project.

We are excited about the prospect of continuing a lasting, collaborative, and trusting relationship with the City of Blaine. We believe the successful delivery of any improvement project hinges on developing a partnership with the City, and we look forward to continuing that partnership with the City of Blaine.

Thank you for the opportunity to propose on this project. If you have questions about the content of this proposal, please feel to reach out at [jmessner@wsbeng.com](mailto:jmessner@wsbeng.com) or 612.388.9652.

Sincerely,

WSB

Justin Messner, PE  
Director of Municipal Services



## PROJECT UNDERSTANDING

The proposed Trunk Highway 65 Frontage Road Utility Improvement Project consists of the following improvements to the existing water distribution and sanitary sewer systems:

- Reconfigure current the dual 12" and 20" watermain crossing at 109<sup>th</sup> Avenue/TH 65 into a single 20" trunk watermain from Baltimore Street to Ulysses Street.
- Remove the existing trunk 16" and 18" watermain along the west side of TH 65 from 99<sup>th</sup> Avenue to 109<sup>th</sup> Avenue and install a new 20" trunk water main, including services, within the new Ulysses Street frontage road alignment.
- Install a new 10" water main crossing from the Ulysses Street frontage road to the 10" watermain on 105<sup>th</sup> Avenue located on the east side of TH 65.
- Reconfigure the existing 8" water main crossing at 99<sup>th</sup> Avenue as needed to clear the proposed bridge abutments.
- Install a new 6" water line and hydrant to the Lift Station No. 3 site.
- Reconfigure current the existing sanitary sewer crossing at 109<sup>th</sup> Avenue/TH 65 to clear the proposed bridge abutments and ensure manholes are located outside of the traffic lanes of the proposed roundabouts.
- Relocate existing sanitary sewer on the west side of TH 65 between 105<sup>th</sup> Avenue and 109<sup>th</sup> Avenue as required to accommodate proposed TH 65 retaining walls.
- Install a new 10" sanitary sewer main, including service stubs, within the new Ulysses Street frontage road alignment from just north of the existing Ulysses Street stub north of 99<sup>th</sup> Avenue to Lift Station No. 3.
- Relocate the existing approximately 510 linear feet of 21" trunk sanitary sewer line south of 99<sup>th</sup> Avenue to a new location west of the proposed retaining wall.
- Reconfigure the existing 21" sanitary sewer crossing at 99<sup>th</sup> Avenue as needed to clear the proposed bridge abutments.

Through an investigation of the scope of work and meeting with City Staff, WSB is familiar with the vision, expectations, and goals for this project. Based on our extensive expertise with similar projects and our project understanding, we are confident about successfully and professionally undertaking this project.

## PROJECT APPROACH/SCOPE OF SERVICES

The following approach will describe the professional services necessary to complete the requested scope of services.

### Task 1 | Design Stage

#### PRELIMINARY LAYOUT MEETING

Prior to beginning work, WSB will attend a kick-off meeting with City Staff to introduce the design team, collect necessary project information, review design requirements, and discuss the project schedule.

We will conduct an on-site inspection of Lift Station No. 3 to verify existing conditions and gather necessary information required to complete capacity analysis and design new Ulysses Street frontage road sanitary sewer line.

WSB will prepare an alignment and profile for the new watermain and sanitary sewer to serve as a visual analysis to review with City staff to identify and discuss specific project issues and layout revisions. This way, there is an understanding of the potential issues and options that can be discussed prior to final design moving forward.

#### FINAL PLANS AND SPECIFICATIONS

The WSB design team will conduct final design and prepare plans, technical specifications, contract documents, and other construction related documents with the following in mind.



- Drawing preparation to use AutoCAD Civil 3D software.
- Use City provided record plans, GIS, and Topographic survey data to identify existing conditions.
- Complete the final design and prepare the project plans and specifications consistent with City standards, to be included with the MnDOT TH65 project plans.
- Delivery a set of plans and specifications in pdf format will be provided to the City at a 60%, 90% and 100% completion level for review and comment.
- Coordinate formal project meetings with City staff and design team (WSB staff) members at the 60%, 90%, and 100% plan completion level.
- Perform quality control reviews regularly throughout the duration of the design.
- Calculate final project quantities and prepare the project bid form.
- Prepare a final Engineer's Opinion of Probable Cost based on the final design, broken down into water system and sanitary sewer utility costs.
- Prepare and submit permit applications through MnDOT, Anoka County, Coon Creek Watershed District, Mn Pollution Control Agency, Mn Dept of Health, or other regulatory agencies as needed. The City of Blaine will be responsible for all required permit fees associated with the project.
- Prepare any easement documents required for utility relocations and coordinate with an appraiser to negotiate easement purchases.
- Provide bidding support services including responding to bidders' questions, preparation of addenda, assist in receipt of bids and analysis of bids.
- Upon completion of construction, prepare as-built record drawing plans, including mylar copies, meeting City requirements.

## PROPOSED SCHEDULE

It is understood that the City desires the utility improvement plans to be included and bid with the MnDOT TH 65 construction project scheduled to begin construction in 2026. To meet the desired project completion date, we propose the following schedule:

|                                                        |                |
|--------------------------------------------------------|----------------|
| Project Kick-Off Meeting .....                         | February 2025  |
| Preliminary Layout Meeting with City (60% Plans) ..... | End-March 2025 |
| Project Staging Meeting .....                          | April 2025     |
| 90% plan submittal .....                               | End April 2025 |
| 100% plan submittal .....                              | End-May 2025   |

WSB will begin work immediately upon receiving your Notice to Proceed.

## PROPOSED FEE

WSB will provide the services as outlined in Project Approach / Scope of Services. Our budget was developed based on our understanding of the scope and experience with similar types of projects. The following is a summary of the costs for each phase of the project:

| Task | Description                                       | Fee              |
|------|---------------------------------------------------|------------------|
| 1    | Meetings / Coordination                           | \$7,848          |
| 2    | Existing Utilities / Data Collection              | \$28,240         |
| 3    | Preliminary Design / Finalize Layout              | \$40,314         |
| 4    | Lift Station Data / Capacity Analysis             | \$11,356         |
| 5    | Final Design / Plan Preparation                   | \$43,712         |
| 6    | Staging / Phasing                                 | \$30,360         |
| 7    | Specifications / Contract Documents / Bid Support | \$12,470         |
| 8    | Project Quantities / Opinion of Cost              | \$8,328          |
| 9    | Easement Coordination                             | \$16,340         |
| 10   | Permitting                                        | \$5,852          |
| 11   | Record Drawings                                   | <u>\$7,540</u>   |
|      | <b>Total</b>                                      | <b>\$212,360</b> |

We propose to conduct the work listed above on an hourly not-to-exceed fee of **\$212,360**.





If additional work outside of the above-described scope is determined necessary, we will proceed only after City approval. WSB will work with the City to define the scope of any additional work for City approval. Additional work would be billed on an hourly basis in accordance with the WSB 2025 Fee Schedule.

**ACCEPTANCE**

If this proposal is acceptable, please execute the signature block below and return it as our authorization to proceed.

**ACCEPTED BY: CITY OF BLAINE, MN**

**Signature:** \_\_\_\_\_

**Name/Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name/Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# Trunk Highway 65 Frontage Road Utility Improvement Project

## Detailed Cost Breakdown of Tasks



| Task | Description                                   | Principal         | Project Manager | Project Engineer | Wastewater Project Engineer | Graduate Engineer | Engineering Technician | Professional Land Surveyor | Administrative | Total Hours | Task Cost            |
|------|-----------------------------------------------|-------------------|-----------------|------------------|-----------------------------|-------------------|------------------------|----------------------------|----------------|-------------|----------------------|
|      |                                               | Justin Messner    | Dustin Tipp     | Nathan Kock      | Jon Christensen             | Lucas Gross       | Dan Horejsi            | Jeremy Honga               | Karla Pederson |             |                      |
|      | <b>Design Stage</b>                           |                   |                 |                  |                             |                   |                        |                            |                |             |                      |
| 1.   | Meetings/Coordination                         | 12                | 12              | 12               |                             |                   |                        |                            |                | 36          | \$ 7,848.00          |
| 2.   | Existing Utilities/Data Collection            | 10                | 30              | 40               |                             | 40                | 40                     |                            |                | 160         | \$ 28,240.00         |
| 3.   | Preliminary Design/Finalize Layout            | 12                | 40              | 110              |                             | 50                | 24                     |                            |                | 236         | \$ 40,314.00         |
| 4.   | Lift Station Data/Capacity Analysis           | 4                 |                 |                  | 50                          |                   |                        |                            |                | 54          | \$ 11,356.00         |
| 5.   | Final Design/Plan Preparation                 | 8                 | 60              | 130              |                             | 60                |                        |                            |                | 258         | \$ 43,712.00         |
| 6.   | Staging / Phasing (Bypass / Temp Service)     | 20                | 40              | 100              |                             |                   |                        |                            |                | 160         | \$ 30,360.00         |
| 7.   | Specifications/Contract Documents/Bid Support | 5                 | 15              | 40               |                             |                   |                        |                            | 10             | 70          | \$ 12,470.00         |
| 8.   | Project Quantities/Opinion of Cost            | 2                 | 20              | 20               |                             |                   |                        |                            |                | 42          | \$ 8,328.00          |
| 9.   | Easement Coordination                         |                   | 20              |                  |                             |                   |                        | 60                         |                | 80          | \$ 16,340.00         |
| 10.  | Permitting                                    |                   | 6               | 20               | 5                           |                   |                        |                            | 2              | 33          | \$ 5,852.00          |
| 11.  | Record Drawings                               |                   | 2               |                  |                             | 40                | 4                      | 8                          |                | 54          | \$ 7,540.00          |
|      |                                               | <b>Subtotal =</b> |                 |                  |                             |                   |                        |                            |                | <b>1183</b> | <b>\$ 212,360.00</b> |
|      |                                               |                   |                 |                  |                             |                   |                        |                            |                |             |                      |
|      | Total Hours                                   | 73                | 245             | 472              | 55                          | 190               | 68                     | 68                         | 12             | 1183        |                      |
|      | Hourly Cost                                   | \$ 264.00         | \$ 232.00       | \$ 158.00        | \$ 206.00                   | \$ 119.00         | \$ 189.00              | \$ 195.00                  | \$ 135.00      |             |                      |
|      | Labor Costs                                   | \$ 19,272.00      | \$ 56,840.00    | \$ 74,576.00     | \$ 11,330.00                | \$ 22,610.00      | \$ 12,852.00           | \$ 13,260.00               | \$ 1,620.00    |             |                      |
|      | <b>Total Costs</b>                            |                   |                 |                  |                             |                   |                        |                            |                |             | <b>\$ 212,360.00</b> |



# City of Blaine Staff Report

File Number: 2025-62

| Agenda Date    | Status    |
|----------------|-----------|
| March 17, 2025 |           |
| In Control     | File Type |
| City Council   | Motion    |

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

## Agenda Item # 7.10

Motion Authorizing the Temporary Removal of Parking Restrictions for a Track and Field Event at Centennial Elementary School

## Executive Summary

Authorize Temporary Removal of Parking Restrictions on 103rd Lane and National Street for Centennial Elementary School Event on May 21, 2025 (Inclement Weather Day: May 22 , 2025)

## Background

The City of Blaine received a letter dated March 1, 2025, from Jen Schwartz, Principal of Centennial Elementary School, requesting the temporary removal of parking restrictions on 103rd Lane and National Street in order to allow parking on those streets from 9:00 AM to 3:00 PM on May 21, 2025, with an inclement weather date of May 22, 2025. The school is hosting their annual 5th Grade Track and Field meet during that time period and expects a need for additional parking to accommodate observers of the event. City Council authorization is required for the temporary lifting of parking restrictions. Over the past several years, the City Council has authorized the temporary lifting of restrictions for this and other annual events held at Centennial Elementary School.

## Strategic Plan Relationship

Not applicable.

## Board/Commission Review

Not applicable.

## Financial Impact

Not applicable.

#### Public Outreach/Input

Not applicable.

#### Staff Recommendation

By motion, authorize the temporary removal of parking restrictions on National Street and 103rd Lane from 9:00 AM to 3:00 PM on May 21, 2025, with an inclement weather date of May 22, 2025.

#### Attachment List

1. Centennial Elementary Parking Request 5-21-2025
2. Centennial School Parking Map

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PRINCIPAL *Jen Schwartz*

March 1, 2025

Blaine City Council  
10801 Town Square Drive NE  
Blaine MN 55449

Dear City Council Members,

On behalf of the Centennial Elementary students, parents, and teachers, I am requesting your special consideration for temporary removal of street parking restrictions on Wednesday, May 21, 2025. Our school will be participating in the 5<sup>th</sup> Grade Track and Field meet. Many parents from all five of our elementary schools would like to come and observe this event and need street parking. If there is inclement weather on Wednesday, May 21, the alternate date will be Thursday, May 22.

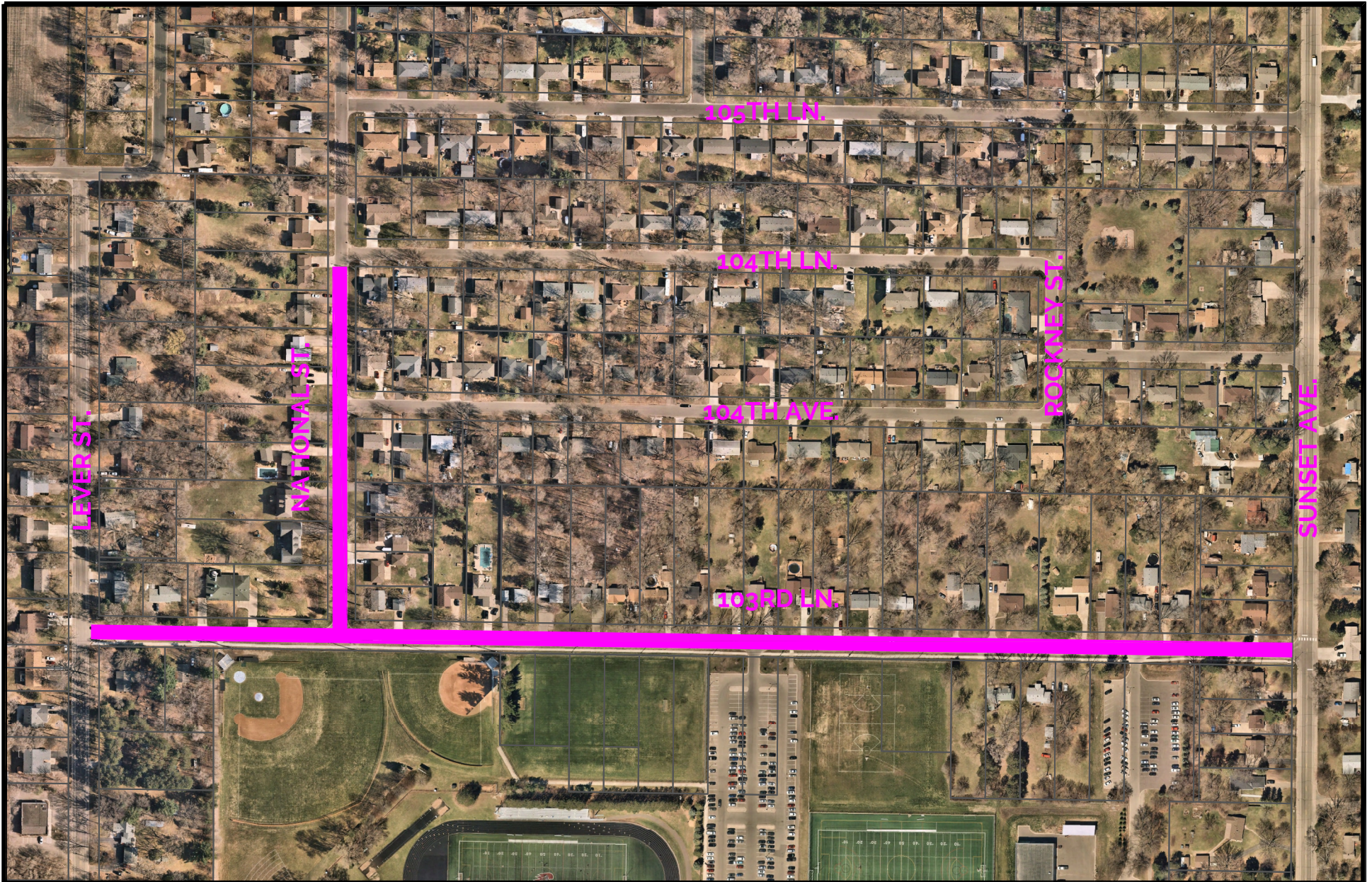
I am requesting your approval for parking on 103rd Lane NE/National Streets on the dates listed above from 9:00 a.m.-3:00 p.m. Your support of this request will be greatly appreciated by our school community.

Respectfully,



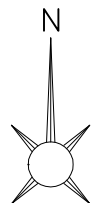
Jen Schwartz  
Principal





**TEMPORARY REMOVAL OF NO PARKING RESTRICTIONS  
NATIONAL STREET AND 103RD LANE  
CENTENNIAL ELEMENTARY SCHOOL**

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







# City of Blaine Staff Report

File Number: 2025-63

| Agenda Date    | Status    |
|----------------|-----------|
| March 17, 2025 |           |
| In Control     | File Type |
| City Council   | Motion    |

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

## Agenda Item # 7.11

Motion Approving the Esri Enterprise Agreement Renewal and 2025 Payment

## Executive Summary

Staff requests Council approval of a three-year renewal for Esri's Small Municipal and County Government Enterprise Agreement and the 2025 payment of \$60,300. Per Blaine City Charter section 6.05, Council approval is required for purchases exceeding \$50,000.

## Background

The City's Esri Enterprise Agreement provides bundled licensing for ArcGIS desktop and mobile applications, servers, developer tools, and geographic analytics. The total contract cost over three years is as follows:

- **2025:** \$60,300 – These costs have been budgeted accordingly.
- **2026:** \$60,300
- **2027:** \$60,300

## Strategic Plan Relationship

The Enterprise Agreement directly supports Blaine's 2023-2026 Strategic Plan by enhancing efficiency, transparency, and decision-making across key priorities:

1. **Financial Sustainability** – Predictable costs, improved budgeting, and cost savings through GIS-based asset management (integrated with Cartegraph).
2. **Economic Development** – Smarter growth planning, data-driven business attraction, and zoning optimization.
3. **Infrastructure Management** – Proactive maintenance, capital planning, and sustainability modeling.

4. **Organizational Health** – Improved coordination, automation, and enhanced public safety response.
5. **Collaboration & Engagement** – Transparent public mapping tools, better resident feedback systems, and stronger regional partnerships.

#### Board/Commission Review

N/A

#### Financial Impact

Funds for this purchase have been appropriated within the Engineering division of the 2025 General Fund budget.

#### Public Outreach/Input

N/A

#### Staff Recommendation

By Motion, authorize the Mayor and City Manager to enter into a three-year agreement with Esri and approve the year one (2025) payment of \$60,300.

#### Attachment List

1. Final Contract & Quote

February 21, 2025

Adam Gardner  
City of Blaine  
10801 Town Square Dr Ne  
Minneapolis, MN 55449-8100

Dear Adam,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

***"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."***

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri  
Attn: Customer Service SG-EA  
380 New York Street  
Redlands, CA 92373-8100

e-mail: [service@esri.com](mailto:service@esri.com)  
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Joe Araiza





## Quotation # Q-537233

Date: March 3, 2025

Customer # 138952 Contract #

City of Blaine  
10801 Town Square Dr Ne  
Minneapolis, MN 55449-8100

ATTENTION: Adam Gardner  
PHONE: 7632577458  
EMAIL: agardner@blainemn.gov

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of  
this quotation to your purchase order.  
Quote is valid from: 12/9/2024 To: 6/7/2025

| Material                                                                                            | Qty | Term   | Unit Price  | Total        |
|-----------------------------------------------------------------------------------------------------|-----|--------|-------------|--------------|
| 168179                                                                                              | 1   | Year 1 | \$60,300.00 | \$60,300.00  |
| Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription (Legacy) |     |        |             |              |
| 168179                                                                                              | 1   | Year 2 | \$60,300.00 | \$60,300.00  |
| Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription (Legacy) |     |        |             |              |
| 168179                                                                                              | 1   | Year 3 | \$60,300.00 | \$60,300.00  |
| Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription (Legacy) |     |        |             |              |
| Subtotal:                                                                                           |     |        |             | \$180,900.00 |
| Sales Tax:                                                                                          |     |        |             | \$0.00       |
| Estimated Shipping and Handling (2 Day Delivery):                                                   |     |        |             | \$0.00       |
| Contract Price Adjust:                                                                              |     |        |             | \$0.00       |
| Total:                                                                                              |     |        |             | \$180,900.00 |

\* (10) ArcGIS Engine licenses will be delivered upon the signed agreement of the Small Government Enterprise License Agreement.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                   |                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|-------------------------------------|
| <b>For questions contact:</b><br>Joe Araiza                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Email:</b><br>jaraiza@esri.com | <b>Phone:</b><br>312-609-0966 x5383 |
| The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a> , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA. |                                   |                                     |

**Esri Use Only:**

Cust. Name \_\_\_\_\_

Cust. # \_\_\_\_\_

PO # \_\_\_\_\_

Esri Agreement # \_\_\_\_\_



## SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-3)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A**  
**List of Products**

**Uncapped Quantities****Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced

ArcGIS Desktop Standard

ArcGIS Desktop Basic

ArcGIS Desktop Extensions: ArcGIS 3D Analyst,

ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,

ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS

Schematics, ArcGIS Workflow Manager, ArcGIS Data

Reviewer

**Enterprise Software and Extensions**

ArcGIS Enterprise (Advanced and Standard)

ArcGIS Monitor

ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,

ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,

ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS

Workflow Manager, ArcGIS Data Reviewer

**Enterprise Additional Capability Servers**

ArcGIS Image Server

**Developer Tools**

ArcGIS Runtime Standard

ArcGIS Runtime Analysis Extension

**Limited Quantities**

Two (2) ArcGIS CityEngine Single Use Licenses

250 ArcGIS Online Viewers

250 ArcGIS Online Creators

37,500 ArcGIS Online Service Credits

250 ArcGIS Enterprise Creators

5 ArcGIS Insights in ArcGIS Enterprise

5 ArcGIS Insights in ArcGIS Online

50 ArcGIS Location Sharing User Type Extension (Enterprise)

50 ArcGIS Location Sharing User Type Extension (Online)

12 ArcGIS Advanced Editing User Type Extension (Enterprise)

**OTHER BENEFITS**

|                                                                                                                                                         |          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Number of Esri User Conference registrations provided annually                                                                                          | <b>4</b> |
| Number of Tier 1 Help Desk individuals authorized to call Esri                                                                                          | <b>4</b> |
| Maximum number of sets of backup media, if requested*                                                                                                   | <b>2</b> |
| Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement |          |

\*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

\_\_\_\_\_  
(Customer)

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CUSTOMER CONTACT INFORMATION**

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City, State, Postal Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

Country: \_\_\_\_\_

Quotation Number (if applicable): \_\_\_\_\_

## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

**3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## 4.0—PRODUCT UPDATES

**4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

**4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to



supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—ADMINISTRATIVE REQUIREMENTS

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

### 8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

**8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
  - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
  - (2) Order number
  - (3) Applicable annual payment due

## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



# City of Blaine Staff Report

File Number: RES 25-44

| Agenda Date | Status |
|-------------|--------|
|-------------|--------|

March 17, 2025

| In Control | File Type |
|------------|-----------|
|------------|-----------|

City Council

Resolution

**7:00 PM - Public Hearing and Items Published for a Certain Time** - Sheila Sellman, Assistant Community Development Director

## Agenda Item # 8.1

Resolution Granting a Conditional Use Permit to Allow Outdoor Dining with 40 Seats in the Front of the Building in the Community Commercial (B-2) Zoning District at 10950 Club West Parkway NE, #110. Hope Breakfast Bar Blaine (Hope Blaine, LLC) (Case File No. 25-0006/SLK)

## Executive Summary

Hope Breakfast Bar Blaine is requesting a conditional use permit to allow outdoor seating in the front of their tenant space.

## Background

|                                       |          |
|---------------------------------------|----------|
| City Council (Conditional Use Permit) | 03/17/25 |
| Action Deadline                       | 04/27/25 |

Staff report prepared by Shawn Kaye, Planner, and Teresa Barnes, Project Engineer

## Evaluation of Request

### Planning Analysis

#### Zoning

The property is zoned Community Commercial (B-2).

#### Surrounding Zoning and Uses

The properties to the north and east are zoned Development Flex (DF) with townhomes to the north and commercial buildings to the east. The commercial buildings to the west are zoned B-2 and 109th Avenue is adjacent to the south.

#### Existing Conditions

The site is occupied by the Club West commercial building.

### History

This tenant space does not have any current approvals for planning applications.

### Site Plan

Hope Breakfast Bar is proposing a front outdoor dining area that will accommodate 40 seats. The proposed outdoor dining area will be enclosed by a black aluminum 36"-high fence with two locking and self-closing gates for egress.

The outdoor dining area will be subject to SAC (Sewer Access Charges). The applicant must work with the City's chief building official and the Met Council to determine the amount required for this use. All other requirements listed in the attached conditions are the standard conditions that the City applies to other outdoor dining conditional use permits.

### Parking

The primary concern with adding additional seating to a restaurant/bar type use is adequate parking on site. To meet the needs of the current tenants of the Club West Center, 412 stalls are required under the requirements of the code. The parking lot for the shopping center identifies 412 parking stalls, therefore, adequate parking has been provided on site.

### Landscaping

The existing landscaping on site met requirements when the building was constructed.

### Tree Preservation

No trees will be removed on site.

### Grading/Storm Drainage

The proposed seating area is being proposed to be installed over an existing landscaping area that is bound on all sides by either building or existing sidewalk. Therefore, there will be no proposed grading of the area and no additional storm water drainage generated.

### Wetlands/Watershed

There are no wetlands on the property and the proposed seating areas will not require watershed review.

### Access/Street Design/Sidewalks/Trails

The current property access drives will remain unchanged. There are no additional street design, sidewalk or trails required.

### Easements/Right-of-way/Permits

No additional easements or right-of-way are needed. Ensure that all necessary permits are applied for and obtained.

### Conditional Use Permit

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

Section 27.04 Criteria for granting conditional use permits:

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

1. The use shall not create an excessive burden on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area.
  - This outdoor dining area does not create an excessive burden.
2. The use will be located, designed, maintained, and operated to be compatible with adjoining properties and the existing or intended character of the zoning district.
  - The B-2 district is intended to provide retailing and services of both a convenience and durable nature to shoppers, such as apparel, furniture, food, banking and financial services for a trade area of nearby residential neighborhoods. The use meets this intent.
3. The use shall have an appearance that will not have an adverse effect upon adjacent properties.
  - The proposed outdoor dining will meet all setbacks and landscape requirements. The use will not have an adverse effect on adjacent properties.
4. The use, in the opinion of the City Council, shall be reasonably related to the overall needs of the City and to the existing land use.
5. The use shall be consistent with the purposes of the zoning code and purposes of the zoning district in which the applicant intends to locate the proposed use.
  - The use meets the purpose of the B-2 district.
6. The use shall not be in conflict with the comprehensive plan of the City.
  - The comprehensive plan designation is Community Commercial (CC) which is for retailing and services that serve larger areas from neighborhood to regional scale. The use is not in conflict with the Comprehensive Plan.
7. The use will not cause traffic hazards or congestion.
  - The proposed additional outdoor dining area will not result in any additional traffic hazards or additional congestion to the area.
8. The use shall have adequate utilities, access roads, drainage and necessary facilities.
  - The existing structure already has the required utility services, adequate roads and necessary drainage facilities to service the proposed additional outdoor dining areas.

**Attachment List:**

Zoning and Location Map

Site Plan

Floor Plan

Narrative

Parking Analysis

**Strategic Plan Relationship**

Not applicable.



### **Board/Commission Review**

The public hearing is being held at the City Council meeting, therefore no review or recommendation were received from the Planning Commission.

### **Financial Impact**

Not applicable.

### **Public Outreach/Input**

Notices of a public hearing were:

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

### **Staff Recommendation**

By motion, adopt the resolution.

### **Attachment List**

1. Attachments



# City of Blaine

## Signature Copy

Resolution: RES 25-44

### **Resolution Granting a Conditional Use Permit to Allow Outdoor Dining with 40 Seats in the Front of the Building in the Community Commercial (B-2) Zoning District at 10950 Club West Parkway NE, #110. Hope Breakfast Bar Blaine (Hope Blaine, LLC) (Case File No. 25-0006/SLK)**

**WHEREAS**, an application has been filed by Club West Plaza LLC as Conditional Use Permit Case File No. 25-0006 for Hope Breakfast Bar Blaine; and

**WHEREAS**, said case involves the property described as follows:

Lots 1, 2, 5, 6,7, 8, Block 2, ROSELAND INDUSTRIAL PARK

**WHEREAS**, the Blaine Planning Commission held a public hearing on March 17, 2025, and recommended approval regarding said Conditional Use Permit; and

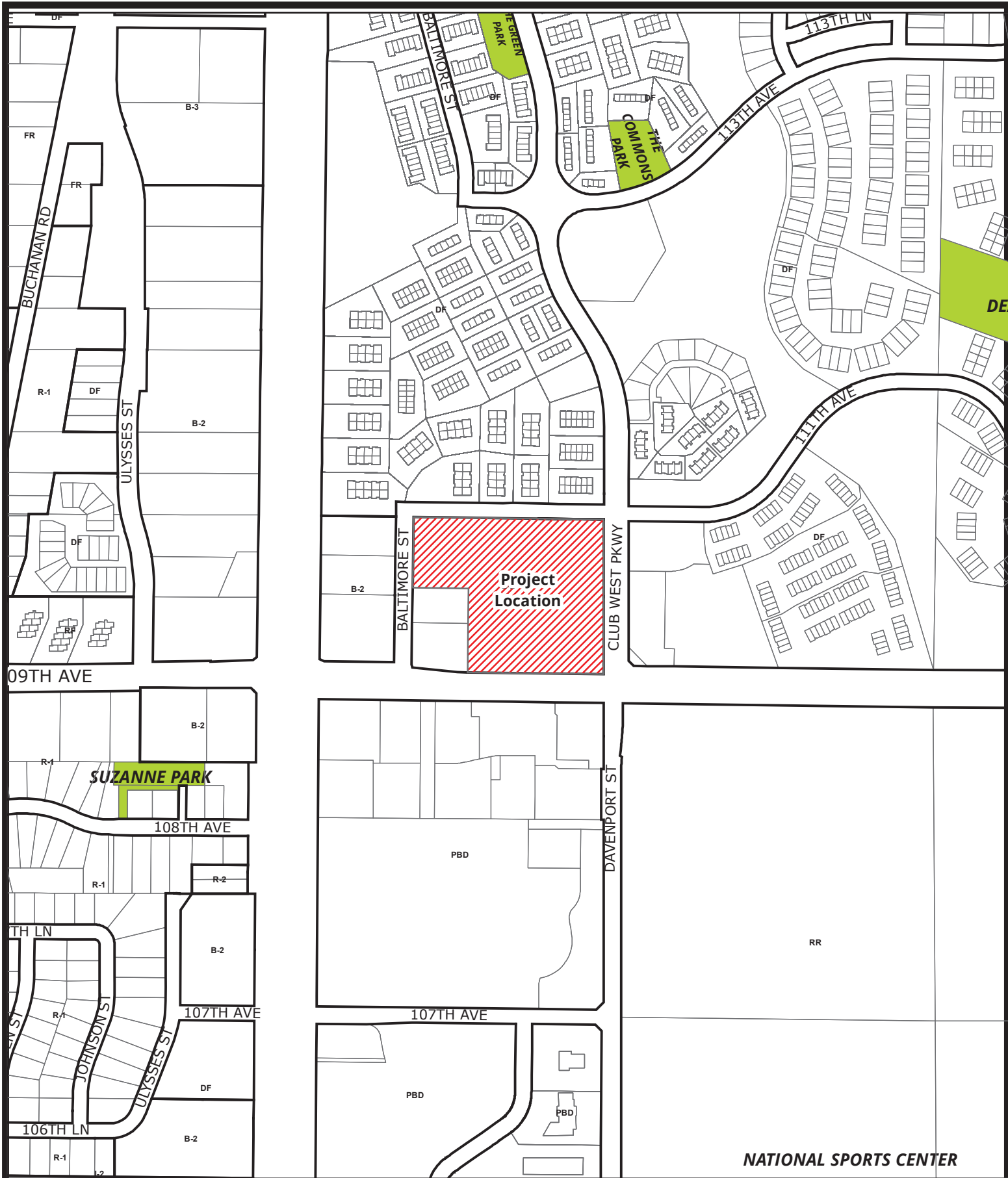
**WHEREAS**, the Blaine City Council has reviewed said case on March 17, 2025; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Blaine that a conditional use permit is hereby approved per Section 30.14(o) and 27.04 of the Zoning Ordinance to allow outdoor dining with 40 seats in the front of the building in the Community Commercial (B-2) zoning district with the following conditions:

1. The outdoor dining area will be subject to a SAC review and payment. The applicant must work with the City's Chief Building Official and Met Council to determine the amount required for this use.
2. Any signage in the outdoor dining area (including the fence) is subject to temporary sign standards and requires a permit.
3. The outdoor dining area in the front of the tenant space will be limited to no more than 40 seats. The outdoor dining area in the front is required to have a maintenance-free fence surrounding the seating area.
4. The ability to operate outdoor dining is reliant upon the applicant's ability to adequately control litter and refuse as associated with the facility.
5. Music from speakers, not including live music, is permitted provided said music is not in violation of Article IV, Division 2, Noise of the Blaine City Code.

**PASSED** by the City Council of the City of Blaine this 17th day of March, 2025.



BlaineMN.gov

## Case File No. 25-0006 Hope Breakfast Bar Blaine

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



| Symbols |                                         |
|---------|-----------------------------------------|
|         | DOOR TYPE                               |
|         | FLOOR TYPE                              |
|         | WALL TYPE                               |
|         | WINDOW TYPE                             |
|         | FRAME TYPE                              |
|         | ROOM NUMBER                             |
|         | UNIT NUMBER                             |
|         | SECTION DETAIL                          |
|         | INTERIOR ELEVATION                      |
|         | SECTION w/ DIRECTION EXTERIOR ELEVATION |
|         | RATING LABEL                            |
|         | EXTERIOR FINISH                         |
|         | SPOT ELEVATION                          |

PROJECT: HOPE BROADCAST BAR  
10950 CLUB WEST Pkwy NE, SUITE 110 & 120  
BLAINE, MN 55448

PROJECT DESCRIPTION: REMOVE TENANT SPACE TO NEW RESTAURANT. CREATE SEATING PATIO.

CODES USED

2018 INTERNATIONAL BUILDING CODE (IBC) INCORPORATING THE FOLLOWING:

- 1. 2020 MINNESOTA STATE BUILDING CODE (SMBC)
- 2. 2020 MINNESOTA PLUMBING CODE (MPPC)
- 3. 2020 MINNESOTA MECHANICAL AND FUEL GAS CODE (MMAC)
- 4. 2023 MINNESOTA ELECTRICAL CODE: 2020 NFPA 70 NATIONAL ELECTRICAL CODE (NEC)
- 5. 2020 MINNESOTA FIRE CODE (MFFC)
- 6. 2020 MINNESOTA ACCESSIBILITY CODE: ICC A117-1-2009 STANDARD (IMAC)
- 7. 2018 MINNESOTA ENERGY CODE: IS 1209 AGRIE WITH MIN AMENDMENTS (MNEC)
- 7.1. ENERGY COMPLIANCE PATH: PREScriptive
- 7.2. LIGHTING COMPLIANCE PATH: SPACE BY SPACE METHOD
- 8. MIN ADMINISTRATIVE RULES, CHAPTER 1308, SPECIAL FIRE PROTECTION SYSTEMS
- 8.1. 1308 SUB PART 2: YES
- 8.2. 1308 SUB PART 3: NO

SECTION 202:

IF/CS AREA, BUILDING: THE AREA INCLUDED WITHIN SURROUNDING EXTERIOR WALLS, OR EXTERIOR WALLS AND FIRE WALLS, EXCLUSIVE OF VENT SHAFTS AND CHIMNEYS PROVIDED WITHIN SURROUNDING WALLS SHALL BE INCLUDED IN THE BUILDING AREA IF SUCH AREAS ARE INCLUDED WITHIN THE HORIZONTAL PROJECTS OF THE ROOF OR FLOOR AREA (CANOPIES).

CHAPTER 3 - OCCUPANCY CLASSIFICATION:

EXISTING:  
UNOCCUPY

NEW:  
A-2 (RESTAURANT)

CHAPTER 5 - BUILDING HEIGHTS & AREAS

BUILDING AREA:  
APPROX 45,500 SF  
NO NEW AREA

TENANT AREA:  
3,324 SF  
512 SF - EXTERIOR PATIO

TENANTS AREA SEPARATED BY ONE HOUR RATED WALL

CHAPTER 6 - TYPE OF CONSTRUCTION - I & B

|                                 |                                              |
|---------------------------------|----------------------------------------------|
| EXISTING EXTERIOR CONSTRUCTION: | I-B (CMU WALLS, STEEL COLUMNS, BEAMS & DECK) |
| EXISTING INTERIOR CONSTRUCTION: | NON-COMBUSTIBLE                              |
| NEW CONSTRUCTION:               | NON-COMBUSTIBLE                              |

AUTOMATIC SPRINKLER SYSTEM NFPA-13 WILL BE MODIFIED IN TENANT SPACE PER IMBC SECTION 903. DESIGN & PLANS BY OTHERS.

CHAPTER 10 - MEANS OF EGRESS (SEE CHAPTER 20 TABLE BELOW)

|                                       |     |
|---------------------------------------|-----|
| OCCUPANT LOAD PER SEATING PLAN:       | 150 |
| PATIO OCCUPANT LOAD PER SEATING PLAN: | 40  |
| TOTAL OCCUPANT LOAD PER SEATING:      | 190 |
| OCCUPANT LOAD PER AREAS:              | 135 |
| PATIO OCCUPANT LOAD PER AREAS:        | 35  |
| TOTAL OCCUPANT LOAD PER AREAS:        | 170 |

SECTION 1005 - MEANS OF EGRESS SIGNING USING LARGER OF OCCUPANCY NUMBERS OR OCCUPANTS:

$$190 \times 0.2 = 38$$

SECTION 1006 - NUMBER OF EXITS

|           |                                                                                                                                                                                         |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| BUILDING: | (2) REQUIRED (1-500 OCCUPANTS)                                                                                                                                                          |
| PATIO:    | (2) 36" WIDE DOORS PROVIDED, ONE THROUGH VESTIBULE AT EAST #101, ONE AT NORTHEAST (14" WIDE DOOR PROVIDED) AT WEST THROUGH WASH AREA (1) 44" WIDE DOOR PROVIDED AT WEST THROUGH KITCHEN |
|           | (2) REQUIRED (1-60 OCCUPANTS)                                                                                                                                                           |
|           | (2) 36" WIDE WROUGHT IRON GATES PROVIDED                                                                                                                                                |

PANIC HARDWARE REQUIRED ON ALL EXITS

SECTION 1017 - EXIT TRAVEL DISTANCE:  
OCCUPANCY A-2 - 250 FEET WITH SPRINKLER SYSTEM

CHAPTER 29 - PLUMBING SYSTEMS

|                              |          |     |             |  |     |         |                   |             |          |  |  |  |     |
|------------------------------|----------|-----|-------------|--|-----|---------|-------------------|-------------|----------|--|--|--|-----|
|                              |          |     |             |  | 172 |         |                   |             |          |  |  |  | 986 |
|                              |          |     |             |  |     | Roundup | 240               |             |          |  |  |  | 100 |
| Drinking Fountain Required   | OCC ≥ 50 | NO  | EXCEPTION I |  |     |         |                   |             |          |  |  |  |     |
| Jenitor / Mop Sink Required  | OCC ≥ 50 | YES |             |  |     |         |                   |             |          |  |  |  |     |
| Separate Facilities Required | OCC > 25 | YES |             |  |     |         | FIXTURES PROVIDED | TOILET<br>5 | LAV<br>2 |  |  |  |     |
|                              |          |     |             |  |     |         |                   |             |          |  |  |  |     |

DRINKING FOUNTAINS: FREE WATER PROVIDED BY RESTAURANT (MNBC 2002: TABLE 2902.1, EXCEPTION I; WHERE WATER IS SERVED IN RESTAURANTS, DRINKING FOUNTAIN SHALL NOT BE REQUIRED.)

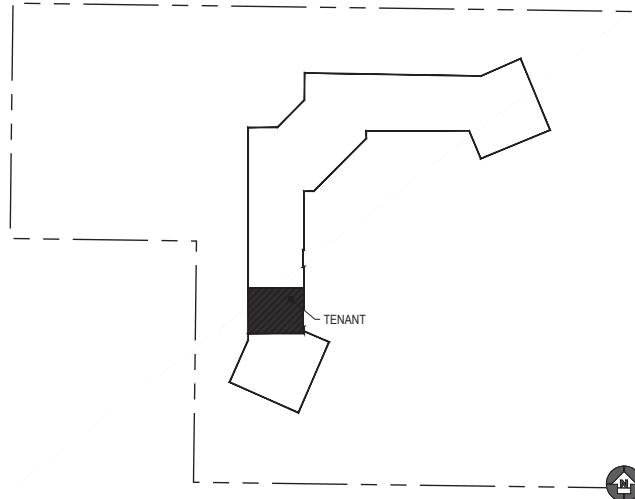
EXISTING TRASH & RECYCLE ENCLOSURE LOCATED AT WEST OF BUILDING.

JANITOR SINK PROVIDED IN UTILITY #110

PLANS BY OTHERS:  
KITCHENS EQUIPMENT  
ELECTRICAL  
MECHANICAL  
PLUMBING  
SPRINKLER  
LOW VOLTAGE BY TENANT

## Sitemap

| ARCHITECTURAL |                                |
|---------------|--------------------------------|
| G001          | TITLE SHEET & CODE INFORMATION |
| LS1           | LIFE SAFETY & EXITING PLAN     |
|               |                                |
| D101          | DEMOLITION PLAN                |
| A101          | FLOOR PLAN                     |
| A102          | REFLECTED CEILING PLAN         |
| A103          | SLAB PLAN                      |
| A301          | DETAILS                        |
| A401          | INTERIOR ELEVATIONS            |
| A601          | FINISH SCHEDULES               |

[illegible]

1. ALL WORK SHALL CONFORM TO APPLICABLE FEDERAL, STATE, AND LOCAL CODES.
2. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND SHALL PAY ALL REQUIRED FEES FOR THIS WORK.
3. THE CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS AND REPORT TO ARCHITECTS IMMEDIATELY UPON DISCREPANCIES IMMEDIATELY UPON DISCOVERY.
4. ALL WORKING WITHIN PARTY WALLS SHALL BE REMOVABLE.
5. UNLESS OTHERWISE NOTED, DIMENSIONS FOR ALL NEW MATERIALS ARE MEASURED FROM FACE OF FINISH DIMENSIONS REFERRING TO EXISTING WORK OR MEASURED FROM FACE OF EXISTING FINISH.
6. ALL WORK SHALL BE REMOVED AND REINTEGRATED AS REQUIRED TO PROVIDE A SMOOTH AND UNIFORM SURFACE FOR THE APPLICATION OF NEWLY INDICATED FINISHES.
7. ALL WORK SHALL BE REMOVED AND REINTEGRATED AS REQUIRED FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH CANNOT BE BY THE WORK. AT THE COMPLETION OF THE WORK, CONTRACTOR SHALL REMOVE ALL WASTE MATERIALS AND RUBBISH FROM AND ABOUT THE PROJECT AS WELL AS ALL TOOLS, CONSTRUCTION EQUIPMENT AND MACHINERY.
8. THE CONTRACTOR SHALL HAVE ALL TOOLS AND EQUIPMENT BE THE PROPERTY OF THE OWNER. CONTRACTOR SHALL COORDINATE WITH THE OWNER THE DISPOSAL OF ALL WASTE AND ALL SUPPLIES.
9. ALL WORK SHALL BE PERFORMED IN A MANNER WHICH LEAST DISRUPTS THE BUSINESS PROCEDURES OF ANY NEIGHBORING BUSINESSES.
10. THE CONTRACTOR SHALL INDIVIDUALLY WARRANT FOR ONE YEAR ALL MATERIALS AND WORKMANSHIP EXCEPT FOR ANY NEIGHBORING BUSINESSES.
11. ALL VULNERABLE DIMENSIONS ARE CRITICAL.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMMENCEMENT OF CONSTRUCTION, ANY INCONISTENCIES WITHIN THE CONSTRUCTION DOCUMENTS ARE TO BE REPORTED TO AN ARCHITECTS IMMEDIATELY.
13. FLOOR CUTTING FOR UTILITIES TO BE PATCHED AS REQUIRED TO MATCH EXISTING.
14. FLOOR TO BE SURVEYED AND TO BE PATCHED AS REQUIRED TO MATCH EXISTING.
15. TILE TO BE LEVEL WITH 1"IN".
16. GO TO REMOTE AREAS FOR EXISTING WITH THE FOLLOWING CHARACTERISTICS (VERIFY WITH LOCAL FLOOR MARSHALL):
  - 16.1. MULTI-PORTAL TYPE FIRE EXTINGUISHER: CAST STEEL, 2AM x PRESSURE GAUGE
  - 16.2. CANNED, ANISE, SENTRY OR CUBE, SEMI-RECESSED, MAX RETURN TO WALL 2 1/2"
  - 16.3. CLASS ABC, 4-6BC
  - 16.4. SIZE 10
  - 16.5. BURNED, SENTRY, SEMI-RECESSED, RED COLO.
- 16.6. MOUNTING HEIGHT MAXIMUM 48" ABOVE FLOOR TO FIRE EXTINGUISHER HANDLE
- 16.7. MAXIMUM TRAVEL DISTANCE: 70' 0"

**OWNER/LANDLORD:**  
CLUB WEST PLAZA LLC  
66 BROADWAY, SUITE 200  
FOREST HILL, NY 10523

**TENANT:**  
KUSCIE RESTAURANTS  
264 E LAFAYETTE RD  
SAINT PAUL, MN 55107

**CONTACT:** JEFF BOROMANN  
jboromann@kuscierestaurants.com  
P:612.741.3824

**ARCHITECTS:**  
NJA ARCHITECTS, INC.  
2375 ARDEN ST. N. STE A  
SAINT PAUL, MN 55109

**PROJECT MANAGER:** SHAWN BERRY  
shawn@njaarchitects.com  
P:612.487.2881

**GENERAL CONTRACTOR:**  
RJ MARCO CONSTRUCTION  
75 WEST VIKING DRIVE, STE 104  
LITTLE CANAN, MN 55117

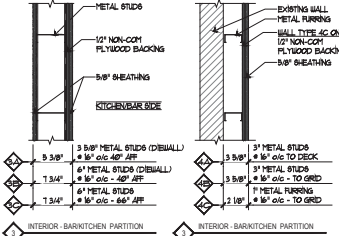
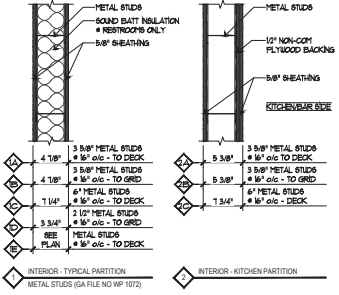
**CONTACT:** PAUL NOLAN  
paul@rjmarco.com  
P:612.484.5505

**KITCHEN EQUIPMENT:**  
BOEKER  
7120 NORTHLAND TERRACE N  
MINNEAPOLIS, MN 55428

**CONTACT:** RICK PALM  
rpal@boeker.com  
P:612.817.2727



| NO. | DATE      | DESCRIPTION      |
|-----|-----------|------------------|
| 1   | 2/12/2025 | ISSUE FOR PERMIT |



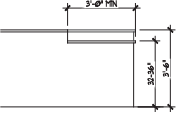
5/8" GYPSUM BOARD  
5/8" GYPSUM BOARD AT GYPSUM BOARD AT ALL SET AREAS  
5/8" DENIED TILE BACKER AT RESTROOMS  
5/8" CEMENT BOARD AT KITCHEN & BAR WALLS

PATCH ALL TENANT REPAIR WALLS WITH 5/8" TYPE 'X' GYPSUM BOARD

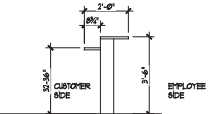
**2 WALL TYPES**

SCALE: 1" = 1'-0"

IF COFFEE BAR IS TO BE USED FOR CUSTOMER ORDER AND CHECKOUT

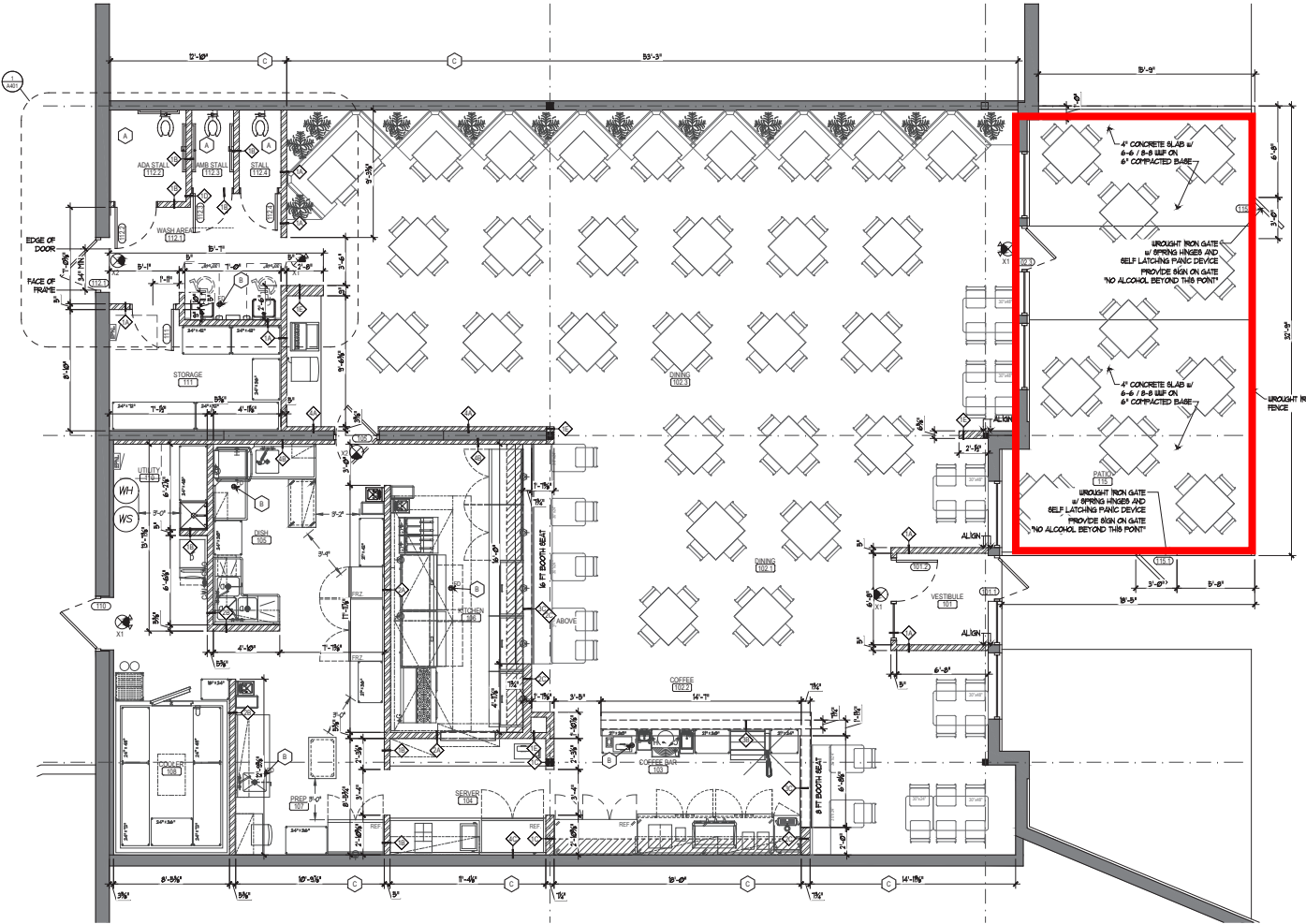


MNBC 90432 PARALLEL APPROACH  
A PORTION OF THE PUBLIC USE SIDE OF THE COUNTER  
SURFACE 36" MIN IN LENGTH AND 28-36" APF.



**3 ACCESSIBILITY @ COFFEE BAR**

SCALE: 3/8" = 1'-0"



**1 FLOOR PLAN**

SCALE: 1/4" = 1'-0"

| COUNT | LOCATION       | SEATING |
|-------|----------------|---------|
| 150   | INDOOR DINING  |         |
| 40    | OUTDOOR DINING |         |
| 190   | TOTAL SEATING  |         |

| KEY NOTES |                                                                                                                                                                                                                                           |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A         | PROVIDE EXHAUST FAN                                                                                                                                                                                                                       |
| B         | FLOOR DRAIN                                                                                                                                                                                                                               |
| C         | TENANT SEPARATION WALL TO MAINTAIN ONE-HOUR RATING.<br>IDENTIFY WALL ABOVE CEILING TILE. "FIRE WALL - PROTECT ALL OPENINGS"<br>w/ 3" HIGH LETTERS WITH 3/8" MIN STROKE.<br>WITHIN 15 FT OF END OF EACH WALL & 30 FT O.C. (SEE MNBC 703.7) |





## **Project Narrative for Hope Breakfast Bar Blaine**

Project Location: 10950 Club West Parkway NE, Suite 110 / 120

### **Description of Project Requiring a Conditional Use Permit:**

The scope of this project is to add a 512 SF concrete patio to the northwest face of the storefront. The patio limits will be from the existing sidewalk to the front door and to align with the tenant demising wall to the north. The patio will be enclosed by a black aluminum 36" high fence with two locking and self closing gates for egress. Patio seating to be gold metal tables and chairs with a total of 40 seats available for customers. Hope will serve a full menu including alcoholic beverages on the patio.

| Parking Analysis - 10950 Club West Pkwy NE |       |                                           |                       |                 |
|--------------------------------------------|-------|-------------------------------------------|-----------------------|-----------------|
| Suite                                      | Area  | Description                               | Parking Ratio         | Stalls Required |
| <b>Suite 100</b>                           | 1,084 | Wild Bill's - Dining                      | 100                   | 10.84           |
|                                            | 2,704 | Wild Bill's - Bar                         | 40                    | 67.60           |
|                                            | 1,139 | Wild Bill's - Kitchen                     | 200                   | 5.70            |
|                                            | 3,200 | Wild Bill's - Outdoor Dining              | 100                   | 32.00           |
| <b>Suite 110-120</b>                       | 1,890 | Hope Breakfast Bar - Dining               | 100                   | 18.90           |
|                                            | 890   | Hope Breakfast Bar - Kitchen              | 200                   | 4.45            |
|                                            | 512   | Hope Breakfast Bar - Outdoor Dining       | 100                   | 5.12            |
| <b>Suite 130</b>                           | 1,648 | Topper's Pizza                            | 200                   | 8.24            |
| <b>Suite 140</b>                           | 524   | Red Kitchen - Dining                      | 100                   | 5.24            |
|                                            | 542   | Red Kitchen - Kitchen                     | 200                   | 2.71            |
| <b>Suite 150</b>                           | 1,625 | TC Med Spa                                | 200                   | 8.13            |
| <b>Suite 160</b>                           | 959   | Rusty Bumblebee Taproom - Seating         | 40                    | 23.98           |
|                                            | 171   | Rusty Bumblebee Taproom - Back House      | 200                   | 0.86            |
|                                            | 634   | Rusty Bumblebee Taproom - Outdoor Seating | 100                   | 6.34            |
| <b>Suite 170</b>                           | 4,315 | Italian Tan                               | 200                   | 21.58           |
| <b>Suite 180</b>                           | 2,380 | Vacant                                    | 200                   | 11.90           |
| <b>Suite 190</b>                           | 2,154 | Club West Chiropractic                    | 150                   | 14.36           |
| <b>Suite 200</b>                           | 5,120 | Burn Boot Camp                            | 300                   | 17.07           |
| <b>Suite 220</b>                           | 1,444 | Hajime - Dining                           | 100                   | 14.44           |
|                                            | 1,081 | Hajime - Kitchen                          | 200                   | 5.41            |
| <b>Suite 240</b>                           | 3,222 | Von Hanson's Meats                        | 200                   | 16.11           |
| <b>Suite 280</b>                           | 4,330 | Tavern - Dining                           | 100                   | 43.30           |
|                                            | 704   | Tavern - Bar                              | 40                    | 17.60           |
|                                            | 1,700 | Tavern - Kitchen                          | 200                   | 8.50            |
|                                            | 2,207 | Tavern - Outdoor Dining                   | 100                   | 22.07           |
| <b>10930 - A</b>                           | 5,374 | BMO Bank                                  | 400                   | 13.44           |
| <b>10930 - B</b>                           | 1,271 | Dry Cleaners                              | 200                   | 6.36            |
|                                            |       |                                           | <b>Total Required</b> | <b>412.21</b>   |
|                                            |       |                                           | <b>Total Provided</b> | <b>412</b>      |



# City of Blaine Staff Report

File Number: RES 25-45

| Agenda Date    | Status     |
|----------------|------------|
| March 17, 2025 |            |
| In Control     | File Type  |
| City Council   | Resolution |

**Development Business** - Sheila Sellman, Assistant Community Development Director

## Agenda Item # 9.1

Resolution Granting Preliminary Plat Approval to Create Three Outlots and Dedicate Road Right-of-Way to be Known as One Hundred Fifth Redevelopment Second Addition. Blaine Town Center East, LLC (Case File No. 25-0005/SAS)

## Executive Summary

The applicant is requesting preliminary plat approval to create three outlots and dedicate road right-of-way to be known as One Hundred Fifth Redevelopment Second Addition.

## Background

|                                    |          |
|------------------------------------|----------|
| Planning Commission Public Hearing | 03/11/25 |
| City Council (Preliminary Plat)    | 03/17/25 |
| City Council (Final Plat)          | TBD      |
| Action Deadline                    | 04/12/25 |

Staff report prepared by Sheila Sellman, Assistant Community Development Director, and Teresa Barnes, Project Engineer

## Preliminary Plat Standards of Review

1. The planning commission and the council, in their review of the preliminary plat, will consider the requirements of the community, the best use of the land being subdivided, the size and arrangement of the proposed lots, open space requirements, and necessary fire protection.
2. The subdivision shall conform to the adopted comprehensive plan, official maps, and the zoning ordinance.
3. The arrangement, character, extent, width and location of all streets shall be considered in their relation to existing and planned streets, to reasonable circulation of traffic, to topographic conditions, to water supply, and sewage disposal, to drainage of stormwater, to public

convenience and safety, and in their appropriate relation to the proposed use of the land to be served by such streets. Wherever possible and necessary, the arrangement of streets in new subdivisions shall provide for the continuation of existing streets in adjoining areas. Where adjoining unsubdivided areas may be subdivided, the arrangement of streets in a new subdivision shall make provision for the proper projection of streets into adjoining areas by carrying the new streets to the boundaries of the new subdivision at appropriate locations.

## **Evaluation of Request Planning Analysis**

### Zoning

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

### Land Use Designation

The subject site is guided Planned Commercial (PC).

### Surrounding Zoning and Uses

Properties to the east are zoned Heavy Industrial (I-2) and are developed with various industrial uses. A portion of the properties to the east are zoned RD and are anticipated to be part of redevelopment project. Properties to the west are zoned Regional Recreation (RR) and are developed with parking lots or soccer fields. The north side abuts 109th Avenue and the south side abuts 105th Avenue.

### History

The 105th Avenue/Radisson Road industrial area was, and has been identified in the 2030 and 2040 Comprehensive Plans as a priority redevelopment area. It has also been identified as one of the four priority areas by the City Council through the visioning process that occurred in early 2021, and in the "Growth Management" portion of the City's 2020-2023 strategic plan. This project is also identified in the City's 2023-2026 Plan as an Economic Development priority. Based on direction from the City Council, the City embarked on a visioning/design process for this area to assist in future marketing and development efforts.

In 2022, the City created a new zoning district and rezoned this area to RD, amending the land use to PC and select parcels to High Density Residential (HDR). Changes to zoning and land use also incorporated portions of the Minnesota Amateur Sports Commission (MASC)/National Sports Center (NSC) property that were identified in the visioning process.

In 2023, a master developer was selected for the 105h Redevelopment Area. In 2023, the City, MASC and developer entered into various agreements that allow for private development to occur on the east portion of the NSC campus. Based on the revised master plan, a larger portion of MASC property will be incorporated into the redevelopment project than was originally anticipated when zoning and land use changes were approved in 2022.

In June 2024, portions of the site were rezoned to RD and reguided to PC as additional land was added into the master plan. Also in 2024, the "western" portion of the development area was platted into outlots and right-of-way.

### Plat

Three outlots are proposed. The breakdown is as follows:

- Outlot A - 0.40 acres
- Outlot B - 9.11 acres
- Outlot C - 6.70 acres

The RD district does not have minimum lot size requirements and allows for zero lot lines. The main reason for platting at this time is for public right-of-way so that utility work can start. The outlots will be required to plat into lot and block at time of development.

### Setbacks

No development is proposed at this time. All development shall have a consistent street edge maintained at the right-of-way line along all street frontages. Street edge elements may consist of the principal building, landscaping, outdoor seating, or a combination of these elements. Exceptions may include: property is adjacent to a water feature, surface parking or other instances the City Council deems appropriate.

### Landscaping

No development is being proposed with the plat. Landscaping will be reviewed with development.

### Tree Preservation

No development is being proposed with the plat. Tree preservation will be reviewed with development.

### Park Dedication

Park dedication will become due when the outlots are platted into lot and block.

## **Engineering Analysis**

### Grading/Storm Drainage

No development is being proposed with the plat. Grading and storm water drainage will be reviewed with development.

### Utilities

No development is being proposed with the plat. Utilities will be reviewed with development.

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

### Wetlands/Watershed

No development is being proposed with the plat. A Coon Creek Watershed District (CCWD) permit will be required to be received by the City prior to development.

### Access/Street Design/Sidewalks

While no development is being proposed, the developer is responsible for extending the appropriate network of streets onto the site that will serve both future development and the existing recreational



activities of the National Sports Center to the west and south, and access to the existing businesses/properties to the north of the plat.

The plat indicates that 106th Lane will connect to Radisson Road (CSAH 52). The developer will be responsible for constructing any required improvements that the county outlines in their review of the development along with any mitigation measures listed in the AUAR.

#### Easements/Right-of-way/Permits

While no development is being proposed, the plat shows varying widths of dedicated right-of-way for 106th Lane and Nassau Street NE. The proposed Nassau Street will need to be a dedicated 60-foot right-of-way. Please note that Nassau Street will need to be adjusted in width to accommodate any future expansion to include the street and any trails or walks.

Additional right-of-way will be required to be dedicated for 106th Lane NE across existing lot 5 of the Northway Estates Addition when it is incorporated into the overall development.

The master plan also indicates that a roundabout will be constructed on 105th Avenue NE. Future dedication or right-of-way will be required to accommodate the roundabout connection along with the accompanying trails and walks.

The developer needs to vacate all the existing easements for drainage and utility, and ingress/egress, as it pertains to the existing conditions.

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

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

#### **Attachments:**

Zoning and Location Map

Preliminary Plat

Unapproved Planning Commission Minutes 3/11/25

#### **Strategic Plan Relationship**

Not applicable.

#### **Board/Commission Review**

The Planning Commission voted unanimously to approve the preliminary plat. No one attended the public hearing. The meeting minutes are attached for reference.

#### **Financial Impact**

Not applicable.

### Public Outreach/Input

Notices of a public hearing were:

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

### Staff Recommendation

By motion, adopt the resolution.

### Attachment List

1. Attachments
2. Unapproved Planning Commission Minutes 3/11/25



# City of Blaine

## Signature Copy

Resolution: RES 25-45

### **Resolution Granting Preliminary Plat Approval to Create Three Outlots and Dedicate Road Right-of-Way to be Known as One Hundred Fifth Redevelopment Second Addition. Blaine Town Center East, LLC (Case File No. 25-0005/SAS)**

**WHEREAS**, an application has been filed by Blaine Town Center East, LLC as Case File No. 25-0005 for a final plat known as One Hundred Fifth Redevelopment Second Addition; and

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

**WHEREAS**, an application has been filed by Blaine Town Center East, LLC, Case File No. 25-0005 for a preliminary plat known as One Hundred Fifth Redevelopment Second Addition; and

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

The East 165 feet of the East 350 feet of the West 900 feet of the South 285 feet of the Southeast Quarter of the Northwest Quarter of Section 21, Township 31, Range 23, Anoka County, Minnesota.

AND

Lot 4, Block 1, Northway Estates, Anoka County, Minnesota.

AND

Lot 6, Block 1, Northway Estates, Anoka County, Minnesota.

AND

The South 435 feet of the East 200 feet of the West 400 feet of the Southeast 1/4 of the Northwest 1/4 of Section 21, Township 31, Range 23, Anoka County, Minnesota.

AND

The East 350.00 feet of the West 900.00 feet of that part of the Southeast Quarter of the Northwest Quarter of Section 21, Township 31, Range 23, Anoka County, Minnesota, lying north of the south 685.00 feet and south of the north 450.00 feet thereof.

AND

The North 150 feet of the South 812.69 feet lying East of the West 900 feet of the SE 1/4 of the NW 1/4 of Section 21, Township 31, Range 23, Anoka County, Minnesota. Except Parcel 7 of Anoka County Highway Right-of-Way Plat No. 62.

AND

The North 150 feet of the South 662.69 feet of the Southeast Quarter of the Northwest Quarter (SE 1/4 of NW 1/4) of Section 21, Township 31, Range 23, lying East of the West 900 feet thereof, Anoka County, Minnesota.

AND

That part of the Southeast Quarter of the Northwest Quarter (SE1/4 of NW1/4) of Section 21, Township 31, Range 23 lying North of the South 363 feet and South of the North line of the South 512.69 feet and East of the West 900 feet, according to the U.S. Government Survey thereof, Anoka County, Minnesota, except Parcel 9 of Anoka County Highway Right-of-Way Plat No. 62.

AND

The East Three hundred fifty (350) feet of the West Nine hundred (900) feet of the North Three hundred (300) feet of the South Six hundred eighty-five (685) feet of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section Twenty-one (21), Township Thirty-one (31), Range Twenty-three (23), subject to road easement, Anoka County, Minnesota.

AND

The North 100 feet of the South 385 feet of the East 350 feet of the West 900 feet of the Southeast Quarter of the Northwest Quarter of Section 21, Township 31, Range 23, Anoka County, Minnesota.

AND

That part of the South 435 feet of the East 150 feet of the West 550 feet of the Southeast Quarter of the Northwest Quarter of Section 21, Township 31, Range 23, lying North of the South 218 feet of said Southeast Quarter of the Northwest Quarter, Anoka County, Minnesota.

AND

Lot 2, Block 1, Northeast NSC Extension, Anoka County, Minnesota.

AND

The North 250 feet of the South 685 feet of the West 550 feet of the SE 1/4 of the NW 1/4 of Section 21, Township 31, Range 23, Anoka County, Minnesota.

**WHEREAS**, the Blaine Planning Commission has reviewed said case file on March 11, 2025; and

**WHEREAS**, the preliminary plat meets the general requirements of section 75-32 of the Blaine Zoning Code; and

**WHEREAS**, the Blaine Planning Commission held a public hearing on March 11, 2025 and recommend approval regarding said plat with conditions; and

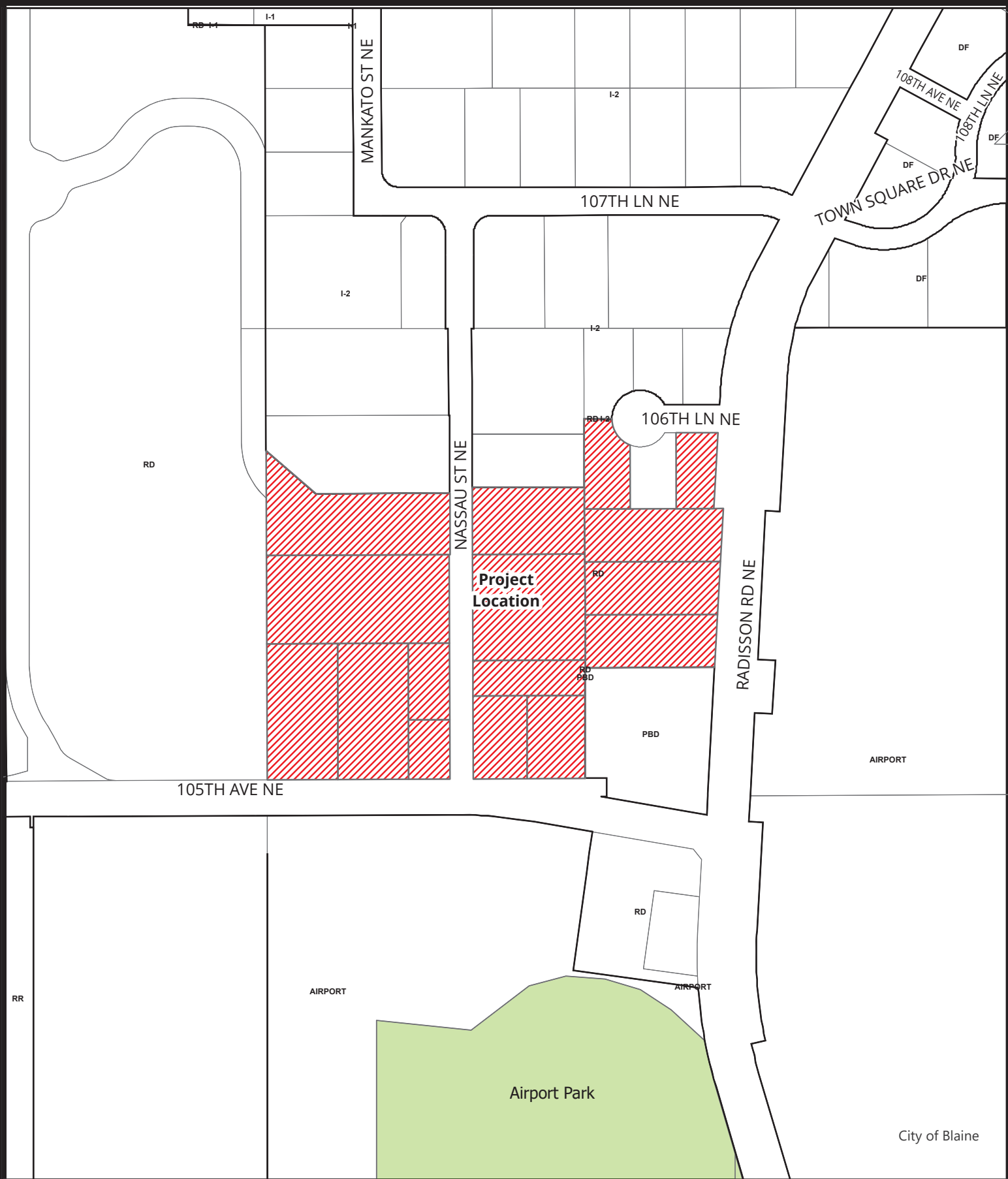
**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Blaine that preliminary plat approval per Section 75-32 of the subdivision regulations is hereby granted for One Hundred Fifth Redevelopment Second Addition permitting preparation of a final plat for approval per Section 75-33 subject to the listed conditions.

1. The applicant is responsible for recording the plat mylars with Anoka County. Proof of recording must be provided to the City prior to issuance of a building permit.
2. The applicant is responsible for recording any access easements and shared parking agreements with Anoka County.
3. The developer is responsible for constructing any required improvements based on Anoka County review.
4. Nassau Street is required to have a minimum dedicated right-of-way of 60 feet in width. It will also need to widen in length to accommodate a future street and any trails or walks.
5. Additional right-of-way is required to complete the 106th Lane through existing Lot 5 of the Northway Estates plat when acquired along with the 105th Avenue roundabout.
6. The developer is responsible for vacating the existing easements for drainage and utility, and ingress/egress as it pertains to the existing conditions.

**PASSED** by City Council of the City of Blaine this 17th day of March, 2025.







BlaineMN.gov

## Case File No. 25-0005 105th Redevelopment Second Addition

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



# ONE HUNDRED FIFTH REDEVELOPMENT SECOND ADDITION

City of Blaine  
County of Anoka  
Sec. 21, Twp. 31, Rng. 23

**KNOW ALL PERSONS BY THESE PRESENTS:** That Blaine Town Center East, LLC, a Minnesota limited liability company, owner of the following described property:

The East 165 feet of the East 350 feet of the West 900 feet of the South 285 feet of the Southeast Quarter of the Northwest Quarter of Section 21, Township 31, Range 23, Anoka County, Minnesota.

AND

Lot 4, Block 1, Northway Estates, Anoka County, Minnesota.

AND

Lot 6, Block 1, Northway Estates, Anoka County, Minnesota.

AND

The South 435 feet of the East 200 feet of the West 400 feet of the Southeast 1/4 of the Northwest 1/4 of Section 21, Township 31, Range 23, Anoka County, Minnesota.

AND

The East 350.00 feet of the West 900.00 feet of that part of the Southeast Quarter of the Northwest Quarter of Section 21, Township 31, Range 23, Anoka County, Minnesota, lying north of the south 685.00 feet and south of the north 450.00 feet thereof.

AND

The North 150 feet of the South 812.69 feet lying East of the West 900 feet of the SE 1/4 of the NW 1/4 of Section 21, Township 31, Range 23, Anoka County, Minnesota. Except Parcel 7 of Anoka County Highway Right-of-Way Plat No. 62.

AND

The North 150 feet of the South 662.69 feet of the Southeast Quarter of the Northwest Quarter (SE 1/4 of NW 1/4) of Section 21, Township 31, Range 23, lying East of the West 900 feet thereof, Anoka County, Minnesota.

AND

That part of the Southeast Quarter of the Northwest Quarter (SE1/4 of NW1/4) of Section 21, Township 31, Range 23 lying North of the South 363 feet and South of the North line of the South 512.69 feet and East of the West 900 feet, according to the U.S. Government Survey thereof, Anoka County, Minnesota, except Parcel 9 of Anoka County Highway Right-of-Way Plat No. 62.

AND

The East Three hundred fifty (350) feet of the West Nine hundred (900) feet of the North Three hundred (300) feet of the South Six hundred eighty-five (685) feet of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section Twenty-one (21), Township Thirty-one (31), Range Twenty-three (23), subject to road easement, Anoka County, Minnesota.

AND

The North 100 feet of the South 385 feet of the East 350 feet of the West 900 feet of the Southeast Quarter of the Northwest Quarter of Section 21, Township 31, Range 23, Anoka County, Minnesota.

AND

That part of the South 435 feet of the East 150 feet of the West 550 feet of the Southeast Quarter of the Northwest Quarter of Section 21, Township 31, Range 23, lying North of the South 218 feet of said Southeast Quarter of the Northwest Quarter, Anoka County, Minnesota.

AND

Lot 2, Block 1, Northeast NSC Extension, Anoka County, Minnesota.

AND

The North 250 feet of the South 685 feet of the West 550 feet of the SE 1/4 of the NW 1/4 of Section 21, Township 31, Range 23, Anoka County, Minnesota.

Has caused the same to be surveyed and platted as ONE HUNDRED FIFTH REDEVELOPMENT SECOND ADDITION and does hereby dedicate to the public for public use the public ways as created by this plat.

In witness whereof said Blaine Town Center East, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BLAINE TOWN CENTER EAST, LLC

\_\_\_\_\_  
Corey Burstad, Manager

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Corey Burstad, as Manager of Blaine Town Center East, LLC, a Minnesota limited liability company, on behalf of the company.

Signature \_\_\_\_\_ Printed Name, Notary \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

## SURVEYORS CERTIFICATION

I Max L. Stanislowski do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Max L. Stanislowski, Licensed Land Surveyor  
Minnesota License No. 48988

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Max L. Stanislowski.

Signature \_\_\_\_\_ Printed Name, Notary \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Minnesota  
My Commission Expires January 31, 20\_\_\_\_

## CITY COUNCIL, CITY OF BLAINE, MINNESOTA

This plat of ONE HUNDRED FIFTH REDEVELOPMENT SECOND ADDITION was approved and accepted by the City Council of the City of Blaine, Minnesota at a regular meeting thereof held this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Blaine, Minnesota

By: \_\_\_\_\_, Mayor By: \_\_\_\_\_, Clerk

## COUNTY SURVEYOR

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

\_\_\_\_\_  
David M. Ziegemeier, Anoka County Surveyor

## COUNTY AUDITOR/TREASURER

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20\_\_\_\_ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_, Deputy  
Property Tax Administrator

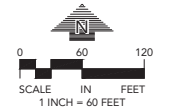
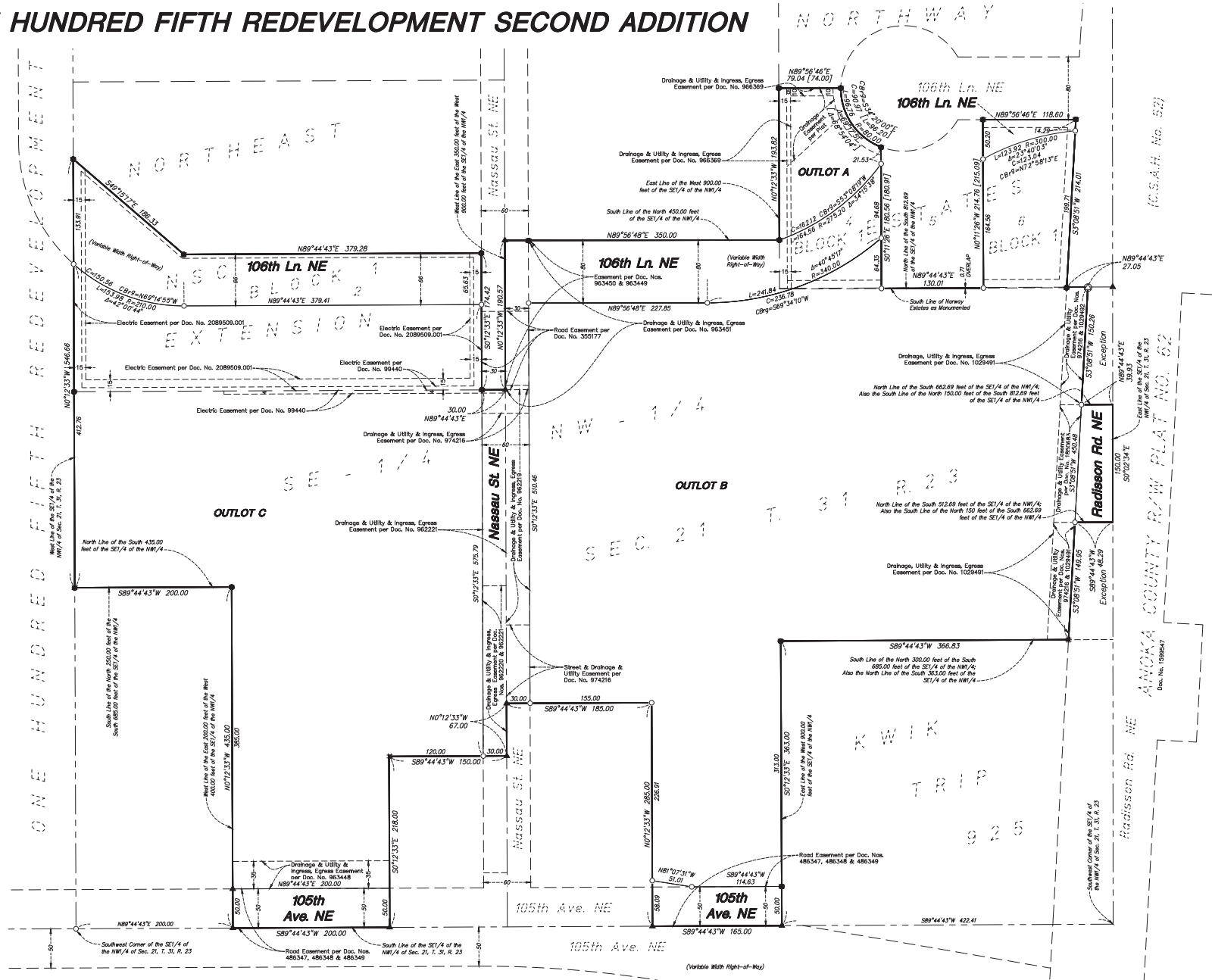
## COUNTY RECORDER/REGISTRAR OF TITLES COUNTY OF ANOKA, STATE OF MINNESOTA

I hereby certify that this plat of ONE HUNDRED FIFTH REDEVELOPMENT SECOND ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_ o'clock \_\_\_\_ M. and was duly recorded as Document Number \_\_\_\_\_.

By: \_\_\_\_\_, Deputy  
County Recorder/Registrar of Titles

# ONE HUNDRED FIFTH REDEVELOPMENT SECOND ADDITION

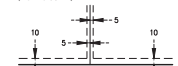
City of Blaine  
County of Anoka  
Sec. 21, Twp. 31, Rng. 23



BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 31, RANGE 23 HAVING A BEARING OF SOUTH 88 DEGREES 44 MINUTES 43 SECONDS WEST.

- DENOTES 1/2 INCH X 14 INCH IRON MONUMENT SET, MARKED "15-4896"
- △ DENOTES "PK NAL" SET
- DENOTES 1/2 INCH IRON PIPE MONUMENT FOUND
- ▲ DENOTES FOUND "PK NAL"
- ◎ DENOTES FOUND ANOKA COUNTY CAST IRON MONUMENT

EXISTING DRAINAGE AND UTILITY EASEMENTS FOR NORTHWAY PLAT ESTATES & NORTHEAST NSC EXTENSION UNLESS SHOWN OTHERWISE (NOT TO SCALE)



BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED AND ADJOINING LOT LINES, AND BEING 10 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING RIGHT-OF-WAY LINES, AS SHOWN ON THE PLAT.

LOUCKS

SHEET 2 OF 2 SHEETS



# City of Blaine

## Planning Commission

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March 11, 2025 | 7:00 PM  
Blaine City Hall  
10801 Town Square Drive NE  
Blaine, MN 55449

### MINUTES

#### 1. Call to Order

The Blaine planning commission met in the City Hall Chambers on Tuesday, March 11, 2025. Chair Goracke called the meeting to order at 7:00PM.

#### 2. Roll Call

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

Members Absent: Commission Members Gorzycki and Swanson.

Staff Present: Sheila Sellman, Assistant Community Development Director  
Teresa Barnes, Project Engineer

#### 3. Approval of Minutes

3.1. 2024-475 Approval of the February 11, 2025 Planning Commission Minutes  
*Sponsors:*

**Motion by Commissioner Homan to approve the minutes of February 11, 2025, as presented. Motion seconded by Commissioner Olson. The motion passed 5-0.**

#### 4. Public Hearing

4.1. 2025-94 Case File No. 25-0005 // Blaine Town Center East, LLC  
The applicant is seeking preliminary plat approval to create three outlots and dedicate road right-of-way to be known as One Hundred Fifth Redevelopment Second Addition.  
*Sponsors: Sheila Sellman, Assistant Community Development Director*

The report to the planning commission was presented by Sheila Sellman, Assistant Community Development Director. The public hearing for Case File 25-0005 was opened at 7:04PM. As no one wished to appear, the public hearing was closed at 7:05PM.

Commissioner Halpern asked how the different lots would be developed. Will O'Keefe, Bader Development, explained the master development was approved previously, which set up guardrails of what could be developed on these lots. He reported the city was still working through the acquisition of several adjacent lots and he was working through what would be located on these lots.

**Motion by Commissioner Olson to recommend approval of Planning Case 25-0005 based on the following conditions:**

**Case 25-0005:**

- 1. The applicant is responsible for recording the plat mylars with Anoka County. Proof of recording must be provided to the City prior to issuance of a building permit.**
- 2. The applicant is responsible for recording any access easements and shared parking agreements with Anoka County.**
- 3. The developer is responsible for constructing any required improvements based on Anoka County review.**
- 4. Nassau Street is required to have a minimum dedicated right-of-way of 60 feet in width. It will also need to widen in length to accommodate a future street and any trails or walks.**
- 5. Additional right-of-way is required to complete the 106th Lane through existing Lot 5 of the Northway Estates plat when acquired along with the 105th Avenue roundabout.**
- 6. The developer is responsible for vacating the existing easements for drainage and utility, and ingress/egress as it pertains to the existing conditions.**

**Motion seconded by Commissioner Deonauth. The motion passed 5-0.**

Chair Goracke noted this would be on the agenda of the March 17, 2025 city council meeting.



# City of Blaine Staff Report

File Number: 2025-64

| Agenda Date    | Status    |
|----------------|-----------|
| March 17, 2025 |           |
| In Control     | File Type |
| City Council   | Motion    |

**Administration** - Daniel Schluender, Director of Engineering

## Agenda Item # 10.1

Motion Approving the Terms of the MPCA Grant and Authorizing the Mayor and City Manager to Enter into a Contract with Short Elliott Henrickson, Inc. (SEH) for Professional Engineering Services for the National Street Water Services, Phase 2 Project, Improvement Project No. 25-22

## Executive Summary

Council is requested to approve the terms of the MPCA grant and contract for Professional Services for preliminary engineering services for the National Street Water Services, Phase 2 Project, Improvement Project No. 25-22

## Background

The Minnesota Pollution Control Agency (MPCA) is partnering with the City of Blaine to explore treatment options for 28 private wells located along National Street and 114th Avenue, as shown on the attached Location Map. This effort aims to ensure safe and reliable water quality for properties whose wells are affected by a groundwater contamination plume associated with the closed Johnson Brothers Landfill. The MPCA, who is responsible for the closed landfill, inquired with staff to see if the City would lead the effort to complete a feasibility study evaluating different methods to provide the affected properties with safe and reliable water meeting regulatory standards. The reasoning is that the City's engineering department is familiar with this type of work and can lead the project more effectively and quickly than the MPCA staff would be able to.

The study will evaluate solutions for providing clean drinking water to the affected properties, focusing on three main options: connecting to the municipal water supply by extending the existing water main line east along 114th Avenue, installing granular activated carbon (GAC) treatment systems, or installing a reverse osmosis system in each dwelling. Each option will be assessed based on its ability to protect human health, long-term effectiveness, feasibility, community acceptance, and cost. The findings will be compiled into a report for review by the MPCA.

A grant agreement is in place where the MPCA agrees to cover all costs associated with the project.



Under the agreement with the MPCA, the City will hold and administer the contract with the design engineer. Upon payment to the design engineer, the City will supply the MPCA with copies of the invoices and the MPCA will then reimburse the City for all costs.

Staff requested and SEH has provided a letter of proposal for the National Street Water Services, Phase 2 Project, Improvement Project No. 25-22. The proposal, in the amount of \$64,400, is for preparing a feasibility report based on the requirements the MPCA has laid out. Staff reviewed the proposal, and compared it with previous proposals for similar projects, and determined that the fees are justified and reasonable.

### Strategic Plan Relationship

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

### Board/Commission Review

Not required.

### Financial Impact

The attached grant is proposed to reimburse the City for all expenditures related to phase 2 of this project, up to \$64,400. Under the agreement with the MPCA, the City will hold and administer the contract with the design engineer.

### Public Outreach/Input

### Staff Recommendation

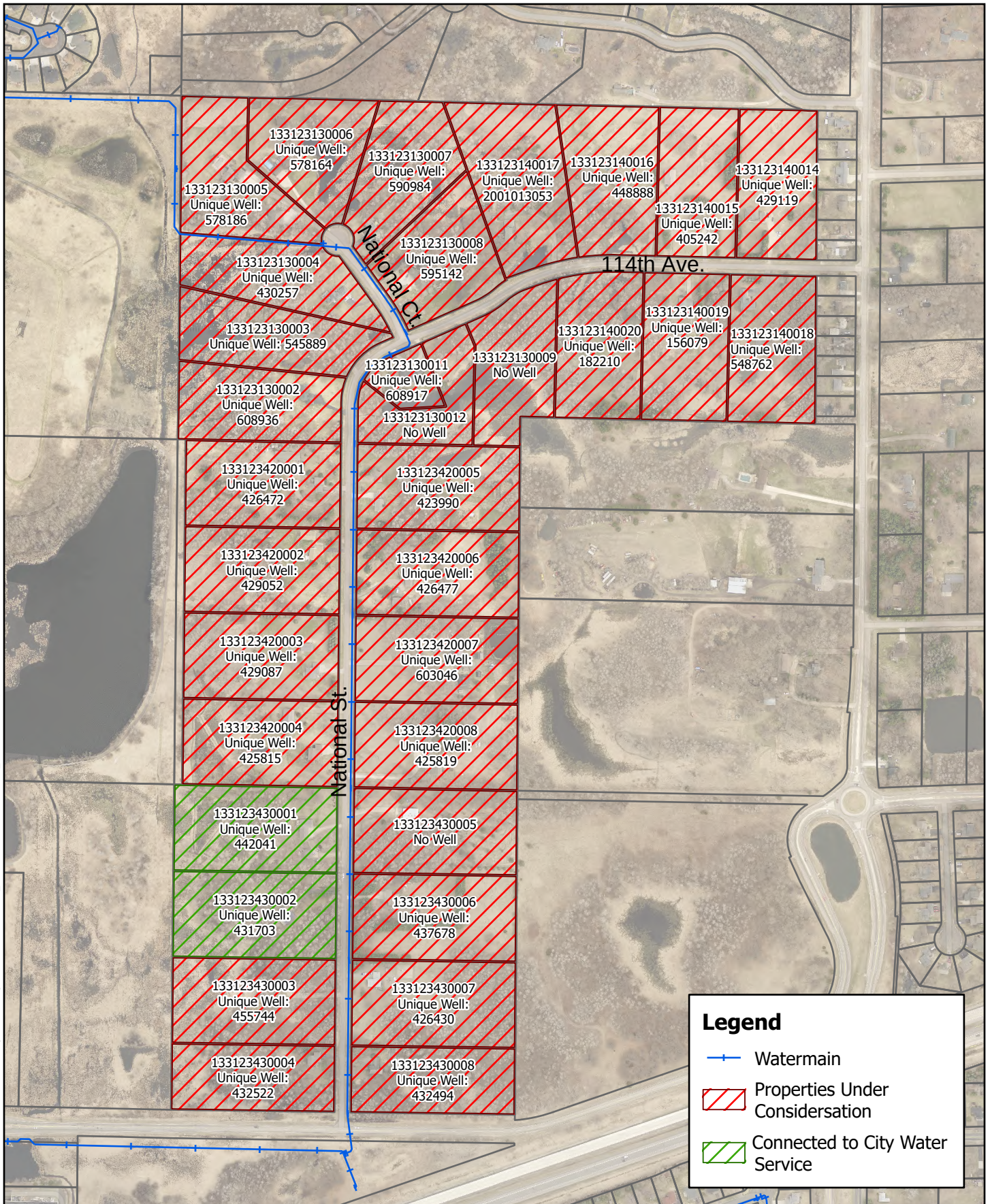
By motion, approve the terms of the attached MPCA grant and authorize the Mayor and City Manager to enter into a contract with SEH in the amount of \$64,400 for preliminary engineering services for the National Street Water Services, Phase 2 Project, Improvement Project No. 25-22. In addition, authorize a 10% contingency to bring the total project budget to \$70,840 and authorize the Director of Engineering to sign all change orders up to the authorized project budget amount.

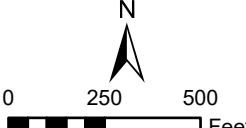
### Attachment List

1. Location Map
2. SEH Letter agmt
3. MPCA Grant Agreement



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|                                                                                     |                                                                                     |                                                                                                                                |                                                       |                     |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|---------------------|
|  |  | Project: BLAIN<br>Print Date: 11/13/2024                                                                                       | <b>MPCA Water Service<br/>Treatment</b><br>Blaine, MN | <b>Figure<br/>1</b> |
|                                                                                     |                                                                                     | Map by: tschwarz<br>Projection: NAD 1983 HARN Adj MN<br>Anoka (US Feet)<br>Source: Anoka County, City of Blaine,<br>& SEH Inc. |                                                       |                     |

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.





Building a Better World  
for All of Us®

January 23, 2025

RE: City of Blaine, Minnesota  
National Street/114<sup>th</sup> Avenue  
Water Service Study  
SEH No. BLAIN 176506 14.00

Mr. Stefan Higgins  
Asst. City Engineer  
City of Blaine  
10801 Town Square Dr. NE  
Blaine, MN 55449

Dear Mr. Higgins:

SEH appreciates the opportunity to submit this proposal for providing preliminary engineering services related to the National Street/114th Avenue Water Service Study (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 BACKGROUND

The Minnesota Pollution Control Agency (MPCA) is partnering with the City of Blaine to explore treatment options for the private wells located along National Street and 114th Avenue, as shown in Figure 1. This effort aims to ensure safe and reliable water quality for residents by addressing potential health risks and meeting regulatory standards.

The study will evaluate solutions for providing clean drinking water to the affected properties, focusing on three main options: connecting to the municipal water supply by extending the existing water main line east along 114th Avenue, installing granular activated carbon (GAC) treatment systems, or installing a reverse osmosis system in each dwelling. Each option will be assessed based on its ability to protect human health, long-term effectiveness, feasibility, community acceptance, and cost. The findings will be compiled into a report for review by regulatory and funding agencies.

## PRIMARY SCOPE OF SERVICES

1. **Site Visit:** Conduct a comprehensive site visit to understand existing conditions and gather pertinent information.
2. **Data Collection:** Obtain critical project data, including GSOC details, CAD files, GIS data, photographs, and reports from your team.

Engineers | Architects | Planners | Scientists

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

SEH is 100% employee-owned | [sehinc.com](http://sehinc.com) | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

3. **Kickoff Meeting:** Facilitate a project kickoff meeting to align on objectives, expectations, and deliverables.
4. **Soil Borings:** Collaborate with the City and geotechnical consultant to determine and perform soil borings along the route for the anticipated water main installation.
5. **RSSCT (Rapid Small Scale Column Test):** Perform RSSCT testing and analysis to determine the frequency of GAC (Granular Activated Carbon) filter changes.
6. **Reverse Osmosis (RO) Point-of-Use (POU) Evaluation:** Reverse Osmosis (RO) Point-of-Use (POU) Evaluation: Coordinate with the City and MPCA to analyze a POU RO system currently installed within the project area. Utilize the PCAs Culligan contract to swap the membrane then test the influent and effluent water for efficacy then document the results.
7. **Full Topographic Survey:** Conduct a detailed topographic survey to reduce contingencies in the Engineer's Estimate and improve project accuracy.
8. **Treatment Analysis:** Evaluate treatment options for individual dwellings, inspect well locations, and document pre-connection conditions (estimated 2 hours per dwelling).
9. **Water System Modeling:** Perform water modeling and sizing for proposed solutions.
10. **Draft Memo Preparation:** Develop a draft memo summarizing findings, alternatives, and recommendations.
11. **Engineer's Estimate:** Prepare up to 4 Engineer's Estimates with a 30-year present worth analysis. The estimates will include a combination of treatment alternatives for GAC filtration, RO POU, and a City water main extension.
12. **Draft Review:** Address comments from the City and PCA to refine the draft memo.
13. **Final Report:** Review and finalize the report to ensure all objectives are met with clarity and accuracy.

## SCHEDULE

We anticipate starting our services upon your authorization and will coordinate completing our services per the anticipated project schedule shown below:

- Data Collection ..... February-March 2025
- Draft Memo/Estimate to City ..... April 2025
- Final Memo/Estimate to City ..... May 2025

## COMPENSATION

Compensation for the services identified in the scope of work will be made on an hourly basis plus the cost of reimbursable expenses, with total compensation not to exceed **\$64,400** without prior authorization.

## REMARKS

You agree to furnish us with full information as to your requirements, including any special or extraordinary considerations for the Project or special services needed, and to make available all pertinent existing information and data that we will need to perform our services.

We will also furnish such Additional Services as you may request or as required. This Letter Proposal represents the entire understanding between The City of Blaine (The Owner) and Short Elliot Hendrickson Inc. (The Consultant) in respect of the Project outlined above. If it satisfactorily sets forth your understanding of our Agreement, please sign the attached Agreement and return it to me.

SEH appreciates the opportunity to serve the City of Blaine. We look forward to working with the City to complete this upcoming project. Please contact me directly at 612.270.3882 should you questions or requests for additional information.

## ATTACHMENTS

1. Task Hour Budget Spreadsheet
2. MPCA Water Service Treatment Map

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Dustin Cesafsky  
Project Manager

ah

X:\AE\B\BLAIN\Common\Proposals\2025 MDH Service replacement ph2\Letter agmt 2025 1 23.docx

## 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 23, 2025 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: National Street/114<sup>th</sup> Avenue Water Service Study.

**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 a preliminary report and cost estimate for the National Street/114th Avenue Water Service Study.

### Payment:

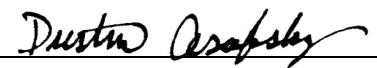
The estimated fee is subject to a not-to-exceed amount of \$64,400 including expenses and equipment. The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

**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.

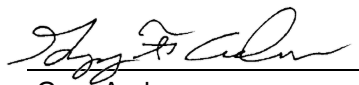
X:\AE\B\BLAIN\Common\Proposals\2025 Streets Final Design-Inspection\Agreement 2025 1 6.docx

### Short Elliott Hendrickson Inc.

### City of Blaine

By:   
Dustin Cesafsky  
Title: Project Manager

By: \_\_\_\_\_  
Michelle A. Wolfe  
Title: City Manager

By:   
Greg Anderson  
Title: Principal

By: \_\_\_\_\_  
Tim Sanders  
Title: Mayor



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## **Task Hour Budget Spreadsheet**

**PRELIMINARY DESIGN PROPOSAL FEE ESTIMATE**

BLAINE, MINNESOTA  
National Street Water Service Study  
SEH NO. BLAIN P-176506  
1/23/2025

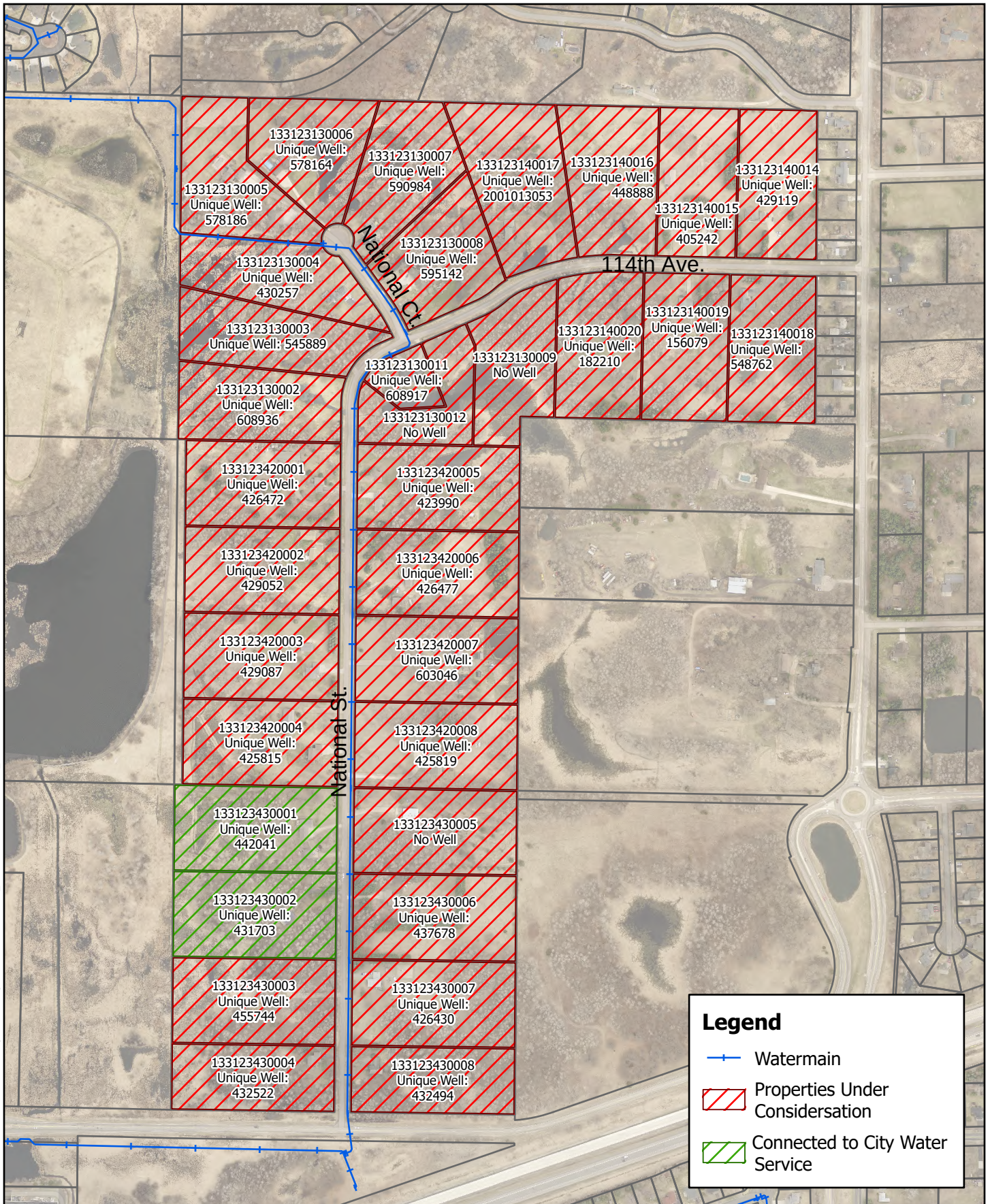
| TASK                                                                                                                                             | HOURS                        |                    |               |              |               |               |           |                |                |
|--------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|--------------------|---------------|--------------|---------------|---------------|-----------|----------------|----------------|
|                                                                                                                                                  | CLIENT<br>SERVICE<br>MANAGER | PROJECT<br>MANAGER | WATER<br>ENG. | GEO.<br>ENG. | STAFF<br>ENG. | GRAD.<br>ENG. | SURVEYOR  | GIS<br>ANALYST | ADMIN.<br>ASST |
| <b>TASK 1 Pre-Design Services</b>                                                                                                                |                              |                    |               |              |               |               |           |                |                |
| Site Visit                                                                                                                                       |                              | 2                  |               |              | 2             |               |           |                |                |
| Collect GSOC information                                                                                                                         |                              |                    |               |              | 2             | 4             |           |                |                |
| Collect Data from Client (CAD, GIS, Photos, Reports, etc)                                                                                        |                              | 2                  |               |              | 4             | 2             |           |                |                |
| Kickoff meeting                                                                                                                                  | 2                            | 2                  | 2             | 2            | 2             |               |           |                |                |
| Determine and perform soil borings in collaboration with City and geotech consultant, coordinate with geotech regarding subgrade for WM install. |                              | 2                  |               | 4            |               |               |           |                |                |
| Analze treatment options for individual dwellings                                                                                                |                              | 2                  | 8             |              | 4             |               |           |                |                |
| Inspect well location, access dwelling to document pre-connection conditions (2 hr per dwelling)                                                 |                              | 4                  |               |              | 56            |               |           | 8              |                |
| Water modeling/sizing                                                                                                                            |                              | 2                  | 4             |              |               |               |           |                |                |
| RSSCT (Rapid Small Scale Column Test) and analysis to determine GAC filter change fequency                                                       |                              | 1                  | 4             |              |               |               |           |                |                |
| Reverse Osmosis (RO) Point of Use (POU) evaluation                                                                                               |                              | 2                  | 2             |              |               |               |           |                |                |
| Full Topo survey approx. 5,200 LF of roadway                                                                                                     |                              | 2                  |               |              | 2             |               | 56        |                |                |
| Prepare draft Memo                                                                                                                               |                              | 8                  | 4             |              | 4             |               |           |                | 2              |
| Prepare up to 4 Engineer Estimates                                                                                                               |                              | 2                  | 2             |              | 8             | 8             |           |                | 2              |
| Treatment alternatives OPC and 30 yr present worth                                                                                               |                              | 2                  | 8             |              |               |               |           |                |                |
| Draft Memo City/PCA comments                                                                                                                     |                              | 4                  | 2             |              | 8             |               |           |                |                |
| Review and Finalize the Report                                                                                                                   | 2                            | 2                  |               |              | 4             | 2             |           |                | 2              |
| <b>TOTAL HOURS</b>                                                                                                                               | <b>4</b>                     | <b>39</b>          | <b>36</b>     | <b>6</b>     | <b>96</b>     | <b>16</b>     | <b>56</b> | <b>8</b>       | <b>6</b>       |
| <b>UNIT FEE</b>                                                                                                                                  | <b>\$41,200</b>              |                    |               |              |               |               |           |                |                |
| <b>EXPENSES/THIRD PARTY TESTING</b>                                                                                                              | <b>\$23,200</b>              |                    |               |              |               |               |           |                |                |
| <b>Total Fee</b>                                                                                                                                 | <b>\$64,400</b>              |                    |               |              |               |               |           |                |                |

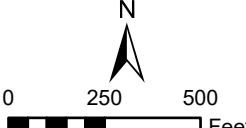
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## **MPCA Water Service Treatment Map**



Path: X:\AE\B\BLAIN\176890\5-final-dgn\51-drawings\90-GIS\BLAIN\176890\_WaterServices\BLAIN176890\_WaterServices.aprx



|                                                                                     |                                                                                     |                                                                                                                                |                                                       |                     |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|---------------------|
|  |  | Project: BLAIN<br>Print Date: 11/13/2024                                                                                       | <b>MPCA Water Service<br/>Treatment</b><br>Blaine, MN | <b>Figure<br/>1</b> |
|                                                                                     |                                                                                     | Map by: tschwarz<br>Projection: NAD 1983 HARN Adj MN<br>Anoka (US Feet)<br>Source: Anoka County, City of Blaine,<br>& SEH Inc. |                                                       |                     |

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.





Grant Agreement  
State of Minnesota

SWIFT Contract No: 263781

AI: 2279

Activity ID: PRO20250001

This grant agreement is between the state of Minnesota, acting through its Commissioner of the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, MN 55155-4194 ("MPCA" or "State") and **City of Blaine**, 10801 Town Square Drive NE, Blaine, MN 55449 ("Grantee").

### Recitals

1. Under Minn. Stat. § 116.03, subd.2, the State is empowered to enter into this grant.
2. The State is in need of the **National Street/114<sup>th</sup> Avenue Water Service Study for Johnson Brothers Landfill project**.
3. Grantee will comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), subd. 4 (a) (1).
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

### Grant Agreement

#### 1. Term of Grant Agreement

- 1.1 **Effective date: February 21, 2025**, Per [Minn. Stat. § 16B.98](#), Subd. 5, the Grantee must not begin work until the grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn. Stat. § 16B.98](#), subd. 7, no payments will be made to the Grantee until this grant agreement is fully executed.
- 1.2 **Expiration date: June 30, 2025**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of terms.** The following clauses survive the expiration or cancellation of this grant agreement: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

#### 2. Grantee's Duties

The Grantee, who is not a state employee, will obtain preliminary engineering services related to the National Street/114th Avenue Water Service Study for the Johnson Brothers Closed Landfill. The study will evaluate solutions for providing clean drinking water to the affected properties, focusing on three main options: connecting to municipal water or utilizing granular activated carbon (GAC) or reverse osmosis (RO) treatment systems. Each option will be assessed based on its ability to protect human health, long term effectiveness, feasibility, community acceptance and cost. The findings will be compiled into a report for review by the City of Blaine and the MPCA.

#### 3. Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

#### 4. Consideration and Payment

- 4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant agreement as follows:
  - (a) **Compensation.** The MPCA will reimburse the Grantee according to approved invoices relating to the duties listed in Clause 2. The MPCA will review the expense documentation submitted by the Grantee for

the costs and will reimburse the Grantee for reasonable and necessary expenditures, as determined by the MPCA.

- (b) **Travel expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- (c) **Total obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed **\$64,400.00 (Sixty Four Thousand Four Hundred Dollars and Zero Cents)**.

## 4.2 Payment

- (a) **Reimbursement Request.** The State will promptly pay the Grantee after the Grantee presents an itemized reimbursement request for the services actually performed and the State's Authorized Representative accepts the reimbursement requested services. Reimbursement requests must be submitted timely and according to the following schedule: monthly.

The Grantee must also provide the following information with their reimbursement request form:

- Name of Grantee
- Grantee project manager
- Grant amount
- Grant amount available to date
- Requested reimbursement amount
- Invoice number
- Invoice date
- MPCA project manager
- SWIFT Contract No.
- Purchase Order No.
- Invoicing period (actual working period)
- Detailed invoice
- Total project cost

Invoices must be emailed to [mpca.ap@state.mn.us](mailto:mpca.ap@state.mn.us). If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

The Grantee shall submit an invoice for the final payment upon submittal of the final progress and financial report within 15 (fifteen) days of the original or amended end date of this grant agreement. The State reserves the right to review submitted invoices after 15 (fifteen) days and make a determination as to payment.

### (b) Unexpended funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

## 4.3 Contracting and Bidding Requirements

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

- (a) For projects that include construction work of and have a total project cost of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.



- (b) The grantee must not contract with vendors who are suspended or debarred in MN:

<https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>

## 5. Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

## 6. Authorized Representative

The State's Authorized Representative is **Daniel Hegrenes**, 520 Lafayette Road North, St. Paul, MN 55155, 651-757-2897, [daniel.hegrenes@state.mn.us](mailto:daniel.hegrenes@state.mn.us), or successor, and has the authority to monitor the Grantee's performance and to accept the services provided under this agreement.

The Grantee's Authorized Representative is **Stefan Higgins**, 10801 Town Square Drive NE, Blaine, MN 55449, 763-717-2722, [shiggins@blainemn.gov](mailto:shiggins@blainemn.gov) or successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

## 7. Assignment, Amendments, Waiver, and Grant Contract Complete

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.
- 7.3 **Change orders.** If the State's Project Manager or the Grantee's Authorized Representative identifies a change needed in the workplan and/or budget, either party may initiate a Change Order using the Change Order Form provided by the MPCA. Change Orders may not delay or jeopardize the success of the Project, alter the overall scope of the Project, increase or decrease the overall amount of the Contract/Agreement, or cause an extension of the term of this Agreement. Major changes require an Amendment rather than a Change Order.

The Change Order Form must be approved and signed by the State's Project Manager and the Grantee's Authorized Representative **in advance of doing the work**. Documented changes will then become an integral and enforceable part of the Agreement. The MPCA has the sole discretion on the determination of whether a requested change is a Change Order or an Amendment. The state reserves the right to refuse any Change Order requests.

- 7.4 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.
- 7.5 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

## 8. Indemnification

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

## 9. State Audits

Under Minn. Stat. §16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

## 10. Government Data Practices and Intellectual Property

10.1. **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

### 10.2 Intellectual Property Rights

(a) **Intellectual property rights.** The State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant agreement. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant agreement. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant agreement. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee, at the Grantee's expense, upon the written request of the State, or upon completion, termination, or cancellation of this grant agreement. To the extent possible, those Works eligible for copyright protection under the United States' Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(b) **Obligations.**

- (1) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant agreement, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure therein.
- (2) **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause Liability, the Grantee shall indemnify, defend, to the extent

permitted by the Attorney General, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, attorney fees. If such a claim or action arises or in Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

- (3) **License.** The State hereby grants a limited, no-fee, noncommercial license to the Grantee to enable the Grantee's employees engaged in research and scholarly pursuits to make, have made, reproduce, modify, distribute, perform, and otherwise use the Works, including Documents, for research activities or to publish in scholarly or professional journals, provided that any existing or future intellectual property rights in the Works or Documents (including patents, licenses, trade or service marks, trade secrets, or copyrights) are not prejudiced or infringed upon, that the Minnesota Data Practices Act is complied with, and that individual rights to privacy are not violated. The Grantee shall indemnify and hold harmless the State for any claim or action based on the Grantee's use of the Works or Documents under the provisions of Clause 10.2(b)(2). Said license is subject to the State's publicity and acknowledgement requirements set forth in this grant agreement. The Grantee may reproduce and retain a copy of the Documents for research and academic use. The Grantee is responsible for security of the Grantee's copy of the Documents. A copy of any articles, materials or documents produced by the Grantee's employees, in any form, using or derived from the subject matter of this license, shall be promptly delivered without cost to the State.

#### **11. Workers' Compensation**

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

#### **12. Publicity and Endorsement**

**12.1 Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

**12.2 Endorsement.** The Grantee must not claim that the State endorses its products or services.

#### **13. Governing Law, Jurisdiction, and Venue**

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

#### **14. Termination by the State**

##### **14.1 (a) Without Cause**

The State may terminate this grant contract agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

**(b) With Cause**

The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

**14.2 Termination by the Commissioner of Administration**

The Commissioner of Administration may immediately and unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

**14.3 Termination for Insufficient Funding.**

The State may immediately terminate this grant agreement if:

- (a)** It does not obtain funding from the Minnesota Legislature.
- (b)** Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

**15. Data Disclosure**

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

**16. Payment to subcontractors**

[If applicable] As required by Minn. Stat. § 16A.1245, the prime contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

**17. Prevailing Wage**

Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties. Rates are listed in **Attachment A**, which is attached and incorporated into this grant agreement. **You must use the prevailing wage rates for the county where the charging station will be installed.**

In compliance with Minn. Stat. § 177.43, subd. 3 and §177.44, subd. 5, the wages of laborers, workers, and the mechanics on projects financed in whole or part by State Funds should be comparable to wages paid for similar work in the community as a whole. Project includes erection, construction, remodeling, or repairing of a public building or other public work financed in whole or part by State funds.

Any work on real property which uses the skill sets of any trades covered by Labor Code and Class under prevailing wages is construction and requires prevailing wages. See

<http://www.dli.mn.gov/business/employment-practices/prevaling-wage-information> for a list of affected trades.

The Contractor shall pay prevailing wages to its employees when conducting construction activities under this agreement.

**Applicability.** In accordance with Minn. Stat. § 177.43, subd. 7. This does not apply to an agreement or work under an agreement, under which:

- A. the estimated total cost of completing the project is less than \$2,500 and only one trade or occupation is required to complete the work; or
- B. the estimated total cost of completing the project is less than \$25,000 and more than one trade or occupation is required to complete it.

**Choose from Commercial, Highway/Heavy, or Residential Wage Rates:**

The prevailing wage rate requirements are attached as **Attachment A**.

**Prevailing Wage Payroll Information:**

In accordance with Minn. Stat. § 177.30, subd. 4, and § 177.43, subd. 3, the Contractor and Subcontractor shall furnish to the Contracting Authority and the Project Owner:

- All payrolls, of all workers on the project, a certified payroll report via e-mail as attachments, a State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and Statement of Compliance Form as a PDF file to the appropriate e-mail addresses: [prevailingwage.pca@state.mn.us](mailto:prevailingwage.pca@state.mn.us), and the MPCA Authorized Representative.
- The Subject line on the Contractor's or Subcontractor's e-mail must give their firm's name and the Contract or Purchase Order Number.
- These completed forms must be furnished not more than 14 days after the end of each pay period.
- The State of Minnesota Prevailing Wage Payroll Report and Statement of Compliance Form are available on the MMD website at [https://www.dli.mn.gov/sites/default/files/pdf/pw\\_certified\\_payroll\\_form.pdf](https://www.dli.mn.gov/sites/default/files/pdf/pw_certified_payroll_form.pdf). Submit the completed and signed State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and the Statement of Compliance Form as a PDF file, no other payroll forms will be accepted to meet this requirement.

The prevailing wage payroll information forms that are submitted shall be maintained by the contracting agency for a minimum of three years after final payment has been made on the project. All of the data provided on the Prevailing Wage Payroll Information Form will be public data, which is available to anyone upon request.

Refer vendor questions regarding the Prevailing Wage Laws to the Department of Labor and Industry at 651-284-5091 or visit the website for Labor Standards Section, Prevailing Wage

<http://www.dli.mn.gov/business/employment-practices/prevaling-wage-information>.

All construction work needs an IC-134 form submitted by the Contractor before payment can be made. The Contractor can find a copy of the IC-134 online at the Minnesota Department of Revenue website at <https://www.revenue.state.mn.us/construction-contracts-state-or-local-government-agencies>.

Signatures

| Title                       | Name           | Signature                                                              | Date              |
|-----------------------------|----------------|------------------------------------------------------------------------|-------------------|
| Encumbrance verification    | Dukuly, Mary T | <div>Signed by:<br/><i>Dukuly, Mary T</i><br/>B05461DD2E4F41D...</div> | February 21, 2025 |
| Assistant City Engineer     | Stefan Higgins | <div>Signed by:<br/><i>Stefan Higgins</i><br/>B7D13D6925E748C...</div> | March 3, 2025     |
| Assistant Division Director | Hotz, Anna M   | <div>Signed by:<br/><i>Hotz, Anna M</i><br/>61EBCA8CB5E84F0...</div>   | March 3, 2025     |



MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION PROJECTS



THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Highway and Heavy

Region Number: 09

Counties within region:

- ANOKA-02
- CARVER-10
- CHISAGO-13
- DAKOTA-19
- HENNEPIN-27
- RAMSEY-62
- SCOTT-70
- WASHINGTON-82

Effective: 2024-11-18    Revised: 2024-12-09

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate. *Note: Overtime pay after eight (8) hours on the project must be paid even if the worker does not exceed forty (40) hours in the work week.*

Violations on MnDOT highways and road projects should be reported to:

Department of Transportation  
Office of Construction  
Transportation Building MS650  
John Ireland Blvd  
St. Paul, MN 55155  
(651) 366-4209

All other prevailing wage violations and questions should be sent to:

Department of Labor and Industry  
Prevailing Wage Section  
443 Lafayette Road N  
St Paul, MN 55155  
(651) 284-5091  
[DLI.PrevWage@state.mn.us](mailto:DLI.PrevWage@state.mn.us)

| LABOR CODE AND CLASS                            |                                                       | EFFECT DATE | BASIC RATE | FRINGE RATE | TOTAL RATE |
|-------------------------------------------------|-------------------------------------------------------|-------------|------------|-------------|------------|
| LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730) |                                                       |             |            |             |            |
| 101                                             | LABORER, COMMON (GENERAL LABOR WORK)                  | 2024-11-18  | 41.63      | 24.74       | 66.37      |
|                                                 |                                                       | 2025-05-01  | 44.00      | 26.12       | 70.12      |
| 102                                             | LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN) | 2024-11-18  | 41.63      | 24.74       | 66.37      |
|                                                 |                                                       | 2025-05-01  | 44.00      | 26.12       | 70.12      |

| LABOR CODE AND CLASS |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | EFFECT DATE | BASIC RATE | FRINGE RATE | TOTAL RATE |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------|-------------|------------|
| 103                  | LABORER, LANDSCAPING<br>(GARDENER, SOD LAYER AND<br>NURSERY OPERATOR)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 2024-11-18  | 30.04      | 21.53       | 51.57      |
|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 2025-05-01  | 31.66      | 22.78       | 54.44      |
| 104                  | FLAG PERSON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 2024-11-18  | 41.63      | 24.74       | 66.37      |
|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 2025-05-01  | 44.00      | 26.12       | 70.12      |
| 105                  | WATCH PERSON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 2024-11-18  | 38.23      | 24.19       | 62.42      |
|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 2025-05-01  | 40.60      | 25.57       | 66.17      |
| 106                  | BLASTER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 2024-11-18  | 22.08      | 6.87        | 28.95      |
| 107                  | PIPELAYER (WATER, SEWER AND<br>GAS)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2024-11-18  | 45.13      | 24.74       | 69.87      |
|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 2025-05-01  | 47.50      | 26.12       | 73.62      |
| 108                  | TUNNEL MINER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 2024-11-18  | 43.13      | 24.74       | 67.87      |
|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 2025-05-01  | 45.50      | 26.12       | 71.62      |
| 109                  | UNDERGROUND AND OPEN DITCH<br>LABORER (EIGHT FEET BELOW<br>STARTING GRADE LEVEL)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 2024-11-18  | 43.13      | 24.74       | 67.87      |
|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 2025-05-01  | 45.50      | 26.12       | 71.62      |
| 110                  | SURVEY FIELD TECHNICIAN<br>(OPERATE TOTAL STATION, GPS<br>RECEIVER, LEVEL, ROD OR RANGE<br>POLES, STEEL TAPE<br>MEASUREMENT; MARK AND<br>DRIVE STAKES; HAND OR POWER<br>DIGGING FOR AND<br>IDENTIFICATION OF MARKERS OR<br>MONUMENTS; PERFORM AND<br>CHECK CALCULATIONS; REVIEW<br>AND UNDERSTAND<br>CONSTRUCTION PLANS AND LAND<br>SURVEY MATERIALS). THIS<br>CLASSIFICATION DOES NOT APPLY<br>TO THE WORK PERFORMED ON A<br>PREVAILING WAGE PROJECT BY A<br>LAND SURVEYOR WHO IS<br>LICENSED PURSUANT TO<br>MINNESOTA STATUTES, SECTIONS<br>326.02 TO 326.15. | 2024-11-18  | 41.63      | 24.74       | 66.37      |
|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 2025-05-01  | 44.00      | 26.12       | 70.12      |
| 111                  | TRAFFIC CONTROL PERSON<br>(TEMPORARY SIGNAGE)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 2024-11-18  | 41.63      | 24.74       | 66.37      |

| LABOR CODE AND CLASS                 |                                                                                                                                                                                                                                                                                                                                                     | EFFECT DATE | BASIC RATE | FRINGE RATE | TOTAL RATE |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------|-------------|------------|
|                                      |                                                                                                                                                                                                                                                                                                                                                     | 2025-05-01  | 44.00      | 26.12       | 70.12      |
| 112                                  | QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR. | 2024-11-18  | 16.28      | 4.07        | 20.35      |
| <b>SPECIAL EQUIPMENT (201 - 204)</b> |                                                                                                                                                                                                                                                                                                                                                     |             |            |             |            |
| 201                                  | ARTICULATED HAULER                                                                                                                                                                                                                                                                                                                                  | 2024-11-18  | 44.67      | 26.90       | 71.57      |
|                                      |                                                                                                                                                                                                                                                                                                                                                     | 2025-05-05  | 46.25      | 29.40       | 75.65      |
| 202                                  | BOOM TRUCK                                                                                                                                                                                                                                                                                                                                          | 2024-11-18  | 47.25      | 26.90       | 74.15      |
|                                      |                                                                                                                                                                                                                                                                                                                                                     | 2025-05-05  | 48.96      | 29.40       | 78.36      |
| 203                                  | LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS                                                                                   | 2024-11-18  | 30.04      | 21.53       | 51.57      |
|                                      |                                                                                                                                                                                                                                                                                                                                                     | 2025-05-01  | 31.66      | 22.78       | 54.44      |
| 204                                  | OFF-ROAD TRUCK                                                                                                                                                                                                                                                                                                                                      | 2024-11-18  | 44.67      | 26.90       | 71.57      |
|                                      |                                                                                                                                                                                                                                                                                                                                                     | 2025-05-05  | 46.25      | 29.40       | 75.65      |
| 205                                  | PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.                                                                                                                                                                                                                         | 2024-11-18  | 38.90      | 23.49       | 62.39      |

**HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR**

| LABOR CODE AND CLASS |                                                                                                                                                                                                                                     | EFFECT DATE | BASIC RATE | FRINGE RATE | TOTAL RATE |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------|-------------|------------|
| <b>GROUP 2</b>       |                                                                                                                                                                                                                                     | 2024-11-18  | 45.61      | 26.90       | 72.51      |
|                      |                                                                                                                                                                                                                                     | 2025-05-05  | 47.24      | 29.40       | 76.64      |
| 302                  | HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)                                                                                                                                                                                           |             |            |             |            |
| 303                  | CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)                                                                                                                                                                                              |             |            |             |            |
| 304                  | ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)                                                                                                                                                          |             |            |             |            |
| 305                  | DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY) |             |            |             |            |
| 306                  | GRADER OR MOTOR PATROL                                                                                                                                                                                                              |             |            |             |            |
| 307                  | PILE DRIVING (HIGHWAY AND HEAVY ONLY)                                                                                                                                                                                               |             |            |             |            |
| 308                  | TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)                                                                                                                                                            |             |            |             |            |
| <b>GROUP 3</b>       |                                                                                                                                                                                                                                     | 2024-11-18  | 45.01      | 26.90       | 71.91      |
|                      |                                                                                                                                                                                                                                     | 2025-05-05  | 46.61      | 29.40       | 76.01      |
| 309                  | ASPHALT BITUMINOUS STABILIZER PLANT                                                                                                                                                                                                 |             |            |             |            |
| 310                  | CABLEWAY                                                                                                                                                                                                                            |             |            |             |            |
| 311                  | CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)                                                                                                                                                                           |             |            |             |            |
| 312                  | DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)                                                                                                                                                      |             |            |             |            |
| 313                  | DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)          |             |            |             |            |
| 314                  | DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER                                                                                                                                                                                    |             |            |             |            |
| 315                  | FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)                                                                                                                                         |             |            |             |            |
| 316                  | LOCOMOTIVE CRANE OPERATOR                                                                                                                                                                                                           |             |            |             |            |
| 317                  | MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE                                                                                                                                     |             |            |             |            |
| 318                  | MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)                                                                                                                                                                       |             |            |             |            |
| 319                  | TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)                                                                                                                                                                                        |             |            |             |            |
| 320                  | TANDEM SCRAPER                                                                                                                                                                                                                      |             |            |             |            |
| 321                  | TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)                                                                                                                                                                                |             |            |             |            |
| 322                  | TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)                                                                                                                                                                                   |             |            |             |            |
| <b>GROUP 4</b>       |                                                                                                                                                                                                                                     | 2024-11-18  | 44.67      | 26.90       | 71.57      |
|                      |                                                                                                                                                                                                                                     | 2025-05-05  | 46.25      | 29.40       | 75.65      |
| 323                  | AIR TRACK ROCK DRILL                                                                                                                                                                                                                |             |            |             |            |
| 324                  | AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)                                                                                                                                                                    |             |            |             |            |
| 325                  | BACKFILLER OPERATOR                                                                                                                                                                                                                 |             |            |             |            |
| 326                  | CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)                                                                                                                                                                              |             |            |             |            |
| 327                  | BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)                                                                                                                                                             |             |            |             |            |
| 328                  | BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)                                                                            |             |            |             |            |
| 329                  | BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS                                                                                                                                                                 |             |            |             |            |

| LABOR CODE AND CLASS | EFFECT DATE | BASIC RATE                                                                                                | FRINGE RATE | TOTAL RATE |
|----------------------|-------------|-----------------------------------------------------------------------------------------------------------|-------------|------------|
| 330                  |             | CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS                     |             |            |
| 331                  |             | CHIP HARVESTER AND TREE CUTTER                                                                            |             |            |
| 332                  |             | CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE |             |            |
| 333                  |             | CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)                                                        |             |            |
| 334                  |             | CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)                                                                   |             |            |
| 335                  |             | CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT                         |             |            |
| 336                  |             | CURB MACHINE                                                                                              |             |            |
| 337                  |             | DIRECTIONAL BORING MACHINE                                                                                |             |            |
| 338                  |             | DOPE MACHINE (PIPELINE)                                                                                   |             |            |
| 339                  |             | DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL (HIGHWAY AND HEAVY ONLY)                                 |             |            |
| 340                  |             | DUAL TRACTOR                                                                                              |             |            |
| 341                  |             | ELEVATING GRADER                                                                                          |             |            |
| 342                  |             | FORK LIFT OR STRADDLE CARRIER (HIGHWAY AND HEAVY ONLY)                                                    |             |            |
| 343                  |             | FORK LIFT OR LUMBER STACKER (HIGHWAY AND HEAVY ONLY)                                                      |             |            |
| 344                  |             | FRONT END, SKID STEER OVER 1 TO 5 C YD                                                                    |             |            |
| 345                  |             | GPS REMOTE OPERATING OF EQUIPMENT                                                                         |             |            |
| 346                  |             | HOIST ENGINEER (POWER) (HIGHWAY AND HEAVY ONLY)                                                           |             |            |
| 347                  |             | HYDRAULIC TREE PLANTER                                                                                    |             |            |
| 348                  |             | LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)                                                          |             |            |
| 349                  |             | LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)                                                                       |             |            |
| 350                  |             | MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE                                               |             |            |
| 351                  |             | MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS (HIGHWAY AND HEAVY ONLY)  |             |            |
| 352                  |             | PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE                            |             |            |
| 353                  |             | PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY(HIGHWAY AND HEAVY ONLY)                           |             |            |
| 354                  |             | PIPELINE WRAPPING, CLEANING OR BENDING MACHINE                                                            |             |            |
| 355                  |             | POWER PLANT ENGINEER, 100 KWH AND OVER (HIGHWAY AND HEAVY ONLY)                                           |             |            |
| 356                  |             | POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES                                                 |             |            |
| 357                  |             | PUGMILL                                                                                                   |             |            |
| 358                  |             | PUMPCRETE (HIGHWAY AND HEAVY ONLY)                                                                        |             |            |
| 359                  |             | RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)                     |             |            |
| 360                  |             | SCRAPER                                                                                                   |             |            |
| 361                  |             | SELF-PROPELLED SOIL STABILIZER                                                                            |             |            |
| 362                  |             | SLIP FORM (POWER DRIVEN) (PAVING)                                                                         |             |            |
| 363                  |             | TIE TAMPER AND BALLAST MACHINE                                                                            |             |            |
| 364                  |             | TRACTOR, BULLDOZER (HIGHWAY AND HEAVY ONLY)                                                               |             |            |
| 365                  |             | TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)              |             |            |
| 366                  |             |                                                                                                           |             |            |

| LABOR CODE AND CLASS | EFFECT DATE | BASIC RATE | FRINGE RATE | TOTAL RATE |
|----------------------|-------------|------------|-------------|------------|
|                      |             |            |             |            |
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| 367                  |             |            |             |            |
| 368                  |             |            |             |            |
| <b>GROUP 5</b>       | 2024-11-18  | 41.36      | 26.90       | 68.26      |
|                      | 2025-05-05  | 42.77      | 29.40       | 72.17      |
| 369                  |             |            |             |            |
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| 385                  |             |            |             |            |
| <b>GROUP 6</b>       | 2024-11-18  | 40.02      | 26.90       | 66.92      |
|                      | 2025-05-05  | 41.37      | 29.40       | 70.77      |
| 387                  |             |            |             |            |
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| 397                  |             |            |             |            |



| LABOR CODE AND CLASS  |                                                                                         | EFFECT DATE | BASIC RATE | FRINGE RATE | TOTAL RATE |
|-----------------------|-----------------------------------------------------------------------------------------|-------------|------------|-------------|------------|
| <b>TRUCK DRIVERS</b>  |                                                                                         |             |            |             |            |
| <b>GROUP 1</b>        |                                                                                         | 2024-11-18  | 39.00      | 23.70       | 62.70      |
|                       |                                                                                         | 2025-04-28  | 41.35      | 24.70       | 66.05      |
| 601                   | MECHANIC . WELDER                                                                       |             |            |             |            |
| 602                   | TRACTOR TRAILER DRIVER                                                                  |             |            |             |            |
| 603                   | TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES) |             |            |             |            |
| <b>GROUP 2</b>        |                                                                                         | 2024-11-18  | 34.70      | 21.75       | 56.45      |
| 604                   | FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK                                             |             |            |             |            |
| <b>GROUP 3</b>        |                                                                                         | 2024-11-18  | 34.60      | 21.76       | 56.36      |
| 605                   | BITUMINOUS DISTRIBUTOR DRIVER                                                           |             |            |             |            |
| 606                   | BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)                                           |             |            |             |            |
| 607                   | THREE AXLE UNITS                                                                        |             |            |             |            |
| <b>GROUP 4</b>        |                                                                                         | 2024-11-18  | 37.54      | 21.76       | 59.30      |
| 608                   | BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)                                  |             |            |             |            |
| 609                   | DUMP PERSON                                                                             |             |            |             |            |
| 610                   | GREASER                                                                                 |             |            |             |            |
| 611                   | PILOT CAR DRIVER                                                                        |             |            |             |            |
| 612                   | RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS                                        |             |            |             |            |
| 613                   | TWO AXLE UNIT                                                                           |             |            |             |            |
| 614                   | SLURRY OPERATOR                                                                         |             |            |             |            |
| 615                   | TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)                                       |             |            |             |            |
| 616                   | TRACTOR OPERATOR, UNDER 50 H.P.                                                         |             |            |             |            |
| <b>SPECIAL CRAFTS</b> |                                                                                         |             |            |             |            |
| 701                   | HEATING AND FROST INSULATORS                                                            | 2024-11-18  | 47.10      | 24.40       | 71.50      |
| 702                   | BOILERMAKERS                                                                            | 2024-11-18  | 46.00      | 31.93       | 77.93      |
|                       |                                                                                         | 2025-01-01  | 48.35      | 31.93       | 80.28      |
| 703                   | BRICKLAYERS                                                                             | 2024-11-18  | 48.23      | 26.53       | 74.76      |
| 704                   | CARPENTERS                                                                              | 2024-11-18  | 46.07      | 29.42       | 75.49      |
|                       |                                                                                         | 2025-01-01  | 46.07      | 29.42       | 75.49      |
|                       |                                                                                         | 2025-05-01  | 49.82      | 29.92       | 79.74      |

| LABOR CODE AND CLASS |                                                                                                   | EFFECT DATE                                                                                                          | BASIC RATE | FRINGE RATE | TOTAL RATE |
|----------------------|---------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|------------|-------------|------------|
| 705                  | CARPET LAYERS (LINOLEUM)                                                                          | FOR RATE CALL 651-284-5091 OR EMAIL<br><u><a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a></u> |            |             |            |
| 706                  | CEMENT MASONS                                                                                     | 2024-11-18                                                                                                           | 47.57      | 25.72       | 73.29      |
|                      |                                                                                                   | 2025-05-01                                                                                                           | 51.23      | 26.22       | 77.45      |
| 707                  | ELECTRICIANS                                                                                      | 2024-11-18                                                                                                           | 56.00      | 34.39       | 90.39      |
|                      |                                                                                                   | 2025-05-01                                                                                                           | 60.40      | 34.39       | 94.79      |
| 711                  | GROUND PERSON                                                                                     | 2024-11-18                                                                                                           | 37.77      | 20.38       | 58.15      |
| 712                  | IRONWORKERS                                                                                       | 2024-11-18                                                                                                           | 44.85      | 35.72       | 80.57      |
| 713                  | LINEMAN                                                                                           | 2024-11-18                                                                                                           | 50.86      | 23.57       | 74.43      |
| 714                  | MILLWRIGHT                                                                                        | 2024-11-18                                                                                                           | 43.44      | 33.37       | 76.81      |
| 715                  | PAINTERS (INCLUDING HAND<br>BRUSHED, HAND SPRAYED, AND<br>THE TAPING OF PAVEMENT<br>MARKINGS)     | 2024-11-18                                                                                                           | 45.50      | 27.69       | 73.19      |
| 716                  | PILEDRIIVER (INCLUDING<br>VIBRATORY DRIVER OR<br>EXTRACTOR FOR PILING AND<br>SHEETING OPERATIONS) | 2024-11-18                                                                                                           | 45.71      | 29.73       | 75.44      |
|                      |                                                                                                   | 2025-01-01                                                                                                           | 45.71      | 29.73       | 75.44      |
|                      |                                                                                                   | 2025-05-01                                                                                                           | 49.46      | 30.23       | 79.69      |
| 717                  | PIPEFITTERS . STEAMFITTERS                                                                        | 2024-11-18                                                                                                           | 55.94      | 34.50       | 90.44      |
| 719                  | PLUMBERS                                                                                          | 2024-11-18                                                                                                           | 56.73      | 31.52       | 88.25      |
|                      |                                                                                                   | 2025-05-01                                                                                                           | 61.28      | 31.52       | 92.80      |
| 721                  | SHEET METAL WORKERS                                                                               | 2024-11-18                                                                                                           | 53.71      | 34.57       | 88.28      |
|                      |                                                                                                   | 2025-05-01                                                                                                           | 57.96      | 34.57       | 92.53      |
| 723                  | TERRAZZO WORKERS                                                                                  | FOR RATE CALL 651-284-5091 OR EMAIL<br><u><a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a></u> |            |             |            |
| 724                  | TILE SETTERS                                                                                      | 2024-11-18                                                                                                           | 34.76      | 23.29       | 58.05      |
| 725                  | TILE FINISHERS                                                                                    | FOR RATE CALL 651-284-5091 OR EMAIL                                                                                  |            |             |            |

| LABOR CODE AND CLASS |                           | EFFECT DATE                                                           | BASIC RATE | FRINGE RATE | TOTAL RATE |
|----------------------|---------------------------|-----------------------------------------------------------------------|------------|-------------|------------|
|                      |                           | <u>DLLPREVWAGE@STATE.MN.US</u>                                        |            |             |            |
| 727                  | WIRING SYSTEM TECHNICIAN  | 2024-11-18                                                            | 47.73      | 22.24       | 69.97      |
|                      |                           | 2025-07-01                                                            | 51.07      | 23.52       | 74.59      |
| 728                  | WIRING SYSTEMS INSTALLER  | 2024-11-18                                                            | 33.44      | 17.82       | 51.26      |
|                      |                           | 2025-07-01                                                            | 35.78      | 18.73       | 54.51      |
| 729                  | ASBESTOS ABATEMENT WORKER | 2024-11-18                                                            | 39.86      | 24.11       | 63.97      |
| 730                  | SIGN ERECTOR              | FOR RATE CALL 651-284-5091 OR EMAIL<br><u>DLLPREVWAGE@STATE.MN.US</u> |            |             |            |

MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION PROJECTS



THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Commercial

County Number: 02

County Name: ANOKA

Effective: 2024-12-23

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate. *Note: Overtime pay after eight (8) hours on the project must be paid even if the worker does not exceed forty (40) hours in the work week.*

Violations should be reported to:

Department of Labor and Industry  
Prevailing Wage Section  
443 Lafayette Road N  
St Paul, MN 55155  
(651) 284-5091  
[DLI.PrevWage@state.mn.us](mailto:DLI.PrevWage@state.mn.us)

\* Indicates that adjacent county rates were used for the labor class listed.

County: ANOKA (02)

| LABOR CODE AND CLASS                            |                                                                 | EFFECT DATE | BASIC RATE | FRINGE RATE | TOTAL RATE |
|-------------------------------------------------|-----------------------------------------------------------------|-------------|------------|-------------|------------|
| LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730) |                                                                 |             |            |             |            |
| 101                                             | LABORER, COMMON (GENERAL LABOR WORK)                            | 2024-12-23  | 43.39      | 24.74       | 68.13      |
| 102                                             | LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)           | 2024-12-23  | 43.39      | 24.74       | 68.13      |
| 103                                             | LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR) | 2024-12-23  | 30.04      | 21.53       | 51.57      |
|                                                 |                                                                 | 2025-05-01  | 31.66      | 22.78       | 54.44      |
| 104*                                            | FLAG PERSON                                                     | 2024-12-23  | 43.39      | 24.74       | 68.13      |
| 105*                                            | WATCH PERSON                                                    | 2024-12-23  | 39.76      | 24.39       | 64.15      |
| 106*                                            | BLASTER                                                         | 2024-12-23  | 34.26      | 18.54       | 52.80      |

| LABOR CODE AND CLASS                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | EFFECT DATE | BASIC RATE | FRINGE RATE | TOTAL RATE |
|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------|-------------|------------|
| 107                                  | PIPELAYER (WATER, SEWER AND GAS)                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 2024-12-23  | 45.13      | 24.74       | 69.87      |
|                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 2025-05-01  | 47.50      | 26.12       | 73.62      |
| 108*                                 | TUNNEL MINER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 2024-12-23  | 43.13      | 24.24       | 67.37      |
| 109                                  | UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)                                                                                                                                                                                                                                                                                                                                                                                                                             | 2024-12-23  | 43.13      | 24.74       | 67.87      |
|                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 2025-05-01  | 45.50      | 26.12       | 71.62      |
| 110                                  | SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15. | 2024-12-23  | 43.39      | 24.74       | 68.13      |
| 111*                                 | TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2024-12-23  | 43.39      | 24.74       | 68.13      |
| <b>SPECIAL EQUIPMENT (201 - 204)</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |             |            |             |            |
| 201*                                 | ARTICULATED HAULER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 2024-12-23  | 46.99      | 25.20       | 72.19      |
| 202*                                 | BOOM TRUCK                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2024-12-23  | 46.51      | 26.40       | 72.91      |
| 203                                  | LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS                                                                                                                                                                                                                                      | 2024-12-23  | 30.04      | 21.53       | 51.57      |
|                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 2025-05-01  | 31.66      | 22.78       | 54.44      |

| LABOR CODE AND CLASS                          |                                                                                                                                                          | EFFECT DATE | BASIC RATE | FRINGE RATE | TOTAL RATE |
|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------|-------------|------------|
| 204                                           | OFF-ROAD TRUCK                                                                                                                                           | 2024-12-23  | 41.73      | 22.85       | 64.58      |
| 205*                                          | PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.                              | 2024-12-23  | 37.05      | 19.39       | 56.44      |
| <b>HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR</b> |                                                                                                                                                          |             |            |             |            |
| <b>GROUP 2 *</b>                              |                                                                                                                                                          | 2024-12-23  | 45.61      | 26.90       | 72.51      |
|                                               |                                                                                                                                                          | 2025-05-05  | 47.24      | 29.40       | 76.64      |
| 306                                           | GRADER OR MOTOR PATROL                                                                                                                                   |             |            |             |            |
| 308                                           | TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)                                                                                 |             |            |             |            |
| <b>GROUP 3 *</b>                              |                                                                                                                                                          | 2024-12-23  | 45.01      | 26.90       | 71.91      |
|                                               |                                                                                                                                                          | 2025-05-05  | 46.61      | 29.40       | 76.01      |
| 309                                           | ASPHALT BITUMINOUS STABILIZER PLANT                                                                                                                      |             |            |             |            |
| 310                                           | CABLEWAY                                                                                                                                                 |             |            |             |            |
| 312                                           | DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)                                                                           |             |            |             |            |
| 314                                           | DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER                                                                                                         |             |            |             |            |
| 316                                           | LOCOMOTIVE CRANE OPERATOR                                                                                                                                |             |            |             |            |
| 320                                           | TANDEM SCRAPER                                                                                                                                           |             |            |             |            |
| 322                                           | TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)                                                                                                        |             |            |             |            |
| <b>GROUP 4 *</b>                              |                                                                                                                                                          | 2024-12-23  | 44.67      | 26.90       | 71.57      |
|                                               |                                                                                                                                                          | 2025-05-05  | 46.25      | 29.40       | 75.65      |
| 323                                           | AIR TRACK ROCK DRILL                                                                                                                                     |             |            |             |            |
| 324                                           | AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)                                                                                         |             |            |             |            |
| 325                                           | BACKFILLER OPERATOR                                                                                                                                      |             |            |             |            |
| 327                                           | BITUMINOUS ROLLERS, RUBBER TIERED OR STEEL DRUMMED (EIGHT TONS AND OVER)                                                                                 |             |            |             |            |
| 328                                           | BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON) |             |            |             |            |
| 329                                           | BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS                                                                                      |             |            |             |            |
| 330                                           | CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS                                                                    |             |            |             |            |
| 331                                           | CHIP HARVESTER AND TREE CUTTER                                                                                                                           |             |            |             |            |
| 332                                           | CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE                                                |             |            |             |            |
| 334                                           | CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)                                                                                                                  |             |            |             |            |



| LABOR CODE AND CLASS | EFFECT DATE                                                                                        | BASIC RATE | FRINGE RATE | TOTAL RATE |
|----------------------|----------------------------------------------------------------------------------------------------|------------|-------------|------------|
| 335                  | CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT                  |            |             |            |
| 336                  | CURB MACHINE                                                                                       |            |             |            |
| 337                  | DIRECTIONAL BORING MACHINE                                                                         |            |             |            |
| 338                  | DOPE MACHINE (PIPELINE)                                                                            |            |             |            |
| 340                  | DUAL TRACTOR                                                                                       |            |             |            |
| 341                  | ELEVATING GRADER                                                                                   |            |             |            |
| 345                  | GPS REMOTE OPERATING OF EQUIPMENT                                                                  |            |             |            |
| 347                  | HYDRAULIC TREE PLANTER                                                                             |            |             |            |
| 348                  | LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)                                                   |            |             |            |
| 349                  | LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)                                                                |            |             |            |
| 350                  | MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE                                        |            |             |            |
| 352                  | PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE                     |            |             |            |
| 354                  | PIPELINE WRAPPING, CLEANING OR BENDING MACHINE                                                     |            |             |            |
| 356                  | POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES                                          |            |             |            |
| 357                  | PUGMILL                                                                                            |            |             |            |
| 359                  | RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)              |            |             |            |
| 360                  | SCRAPER                                                                                            |            |             |            |
| 361                  | SELF-PROPELLED SOIL STABILIZER                                                                     |            |             |            |
| 362                  | SLIP FORM (POWER DRIVEN) (PAVING)                                                                  |            |             |            |
| 363                  | TIE TAMPER AND BALLAST MACHINE                                                                     |            |             |            |
| 365                  | TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)       |            |             |            |
| 367                  | TUB GRINDER, MORBARK, OR SIMILAR TYPE                                                              |            |             |            |
| <b>GROUP 5</b>       | 2024-12-23                                                                                         | 41.36      | 26.90       | 68.26      |
|                      | 2025-05-05                                                                                         | 42.77      | 29.40       | 72.17      |
| 370                  | BITUMINOUS ROLLER (UNDER EIGHT TONS)                                                               |            |             |            |
| 371                  | CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)                                                     |            |             |            |
| 372                  | FORM TRENCH DIGGER (POWER)                                                                         |            |             |            |
| 375                  | HYDRAULIC LOG SPLITTER                                                                             |            |             |            |
| 376                  | LOADER (BARBER GREENE OR SIMILAR TYPE)                                                             |            |             |            |
| 377                  | POST HOLE DRIVING MACHINE/POST HOLE AUGER                                                          |            |             |            |
| 379                  | POWER ACTUATED JACK                                                                                |            |             |            |
| 381                  | SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)                                                 |            |             |            |
| 382                  | SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER                                                |            |             |            |
| 383                  | SHOULDERING MACHINE (POWER) APS CO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER |            |             |            |
| 384                  | STUMP CHIPPER AND TREE CHIPPER                                                                     |            |             |            |
| 385                  | TREE FARMER (MACHINE)                                                                              |            |             |            |

| LABOR CODE AND CLASS | EFFECT DATE                                                                     | BASIC RATE | FRINGE RATE | TOTAL RATE |
|----------------------|---------------------------------------------------------------------------------|------------|-------------|------------|
| <b>GROUP 6 *</b>     | 2024-12-23                                                                      | 40.02      | 26.40       | 66.42      |
| 387                  | CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER       |            |             |            |
| 389                  | DREDGE DECK HAND                                                                |            |             |            |
| 391                  | GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)                       |            |             |            |
| 393                  | LEVER PERSON                                                                    |            |             |            |
| 395                  | POWER SWEEPER                                                                   |            |             |            |
| 396                  | SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS |            |             |            |
| 397                  | TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING                     |            |             |            |

**COMMERCIAL POWER EQUIPMENT OPERATOR**

|                  |                                                                                                                             |       |       |       |
|------------------|-----------------------------------------------------------------------------------------------------------------------------|-------|-------|-------|
| <b>GROUP 1 *</b> | 2024-12-23                                                                                                                  | 51.03 | 26.90 | 77.93 |
|                  | 2025-05-05                                                                                                                  | 51.03 | 29.40 | 80.43 |
| 501              | HELICOPTER PILOT (COMMERCIAL CONSTRUCTION ONLY)                                                                             |       |       |       |
| 502              | TOWER CRANE 250 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)                                                                |       |       |       |
| 503              | TRUCK CRAWLER CRANE WITH 200 FEET OF BOOM AND OVER, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)                            |       |       |       |
| <b>GROUP 2</b>   | 2024-12-23                                                                                                                  | 50.64 | 26.90 | 77.54 |
|                  | 2025-05-05                                                                                                                  | 50.64 | 29.40 | 80.04 |
| 504              | CONCRETE PUMP WITH 50 METERS/164 FEET OF BOOM AND OVER (COMMERCIAL CONSTRUCTION ONLY)                                       |       |       |       |
| 505              | PILE DRIVING WHEN THREE DRUMS IN USE (COMMERCIAL CONSTRUCTION ONLY)                                                         |       |       |       |
| 506              | TOWER CRANE 200 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)                                                                |       |       |       |
| 507              | TRUCK OR CRAWLER CRANE WITH 150 FEET OF BOOM UP TO AND NOT INCLUDING 200 FEET, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY) |       |       |       |
| <b>GROUP 3</b>   | 2024-12-23                                                                                                                  | 49.05 | 26.90 | 75.95 |
|                  | 2025-05-05                                                                                                                  | 49.05 | 29.40 | 78.45 |
| 508              | ALL-TERRAIN VEHICLE CRANES (COMMERCIAL CONSTRUCTION ONLY)                                                                   |       |       |       |
| 509              | CONCRETE PUMP 32-49 METERS/102-164 FEET (COMMERCIAL CONSTRUCTION ONLY)                                                      |       |       |       |
| 510              | DERRICK (GUY & STIFFLEG) (COMMERCIAL CONSTRUCTION ONLY)                                                                     |       |       |       |
| 511              | STATIONARY TOWER CRANE UP TO 200 FEET                                                                                       |       |       |       |
| 512              | SELF-ERECTING TOWER CRANE 100 FEET AND OVER MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)                      |       |       |       |
| 513              | TRAVELING TOWER CRANE (COMMERCIAL CONSTRUCTION ONLY)                                                                        |       |       |       |
| 514              | TRUCK OR CRAWLER CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)               |       |       |       |
| <b>GROUP 4 *</b> | 2024-12-23                                                                                                                  | 48.68 | 26.90 | 75.58 |
|                  | 2025-05-05                                                                                                                  | 48.68 | 29.40 | 78.08 |

| LABOR CODE AND CLASS | EFFECT DATE | BASIC RATE | FRINGE RATE | TOTAL RATE                                                                                                                                  |
|----------------------|-------------|------------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| 515                  |             |            |             |                                                                                                                                             |
|                      |             |            |             | CRAWLER BACKHOE INCLUDING ATTACHMENTS (COMMERCIAL CONSTRUCTION ONLY)                                                                        |
| 516                  |             |            |             | FIREPERSON, CHIEF BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)                                                                             |
| 517                  |             |            |             | HOIST ENGINEER (THREE DRUMS OR MORE) (COMMERCIAL CONSTRUCTION ONLY)                                                                         |
| 518                  |             |            |             | LOCOMOTIVE (COMMERCIAL CONSTRUCTION ONLY)                                                                                                   |
| 519                  |             |            |             | OVERHEAD CRANE ( INSIDE BUILDING PERIMETER) (COMMERCIAL CONSTRUCTION ONLY)                                                                  |
| 520                  |             |            |             | TRACTOR . BOOM TYPE (COMMERCIAL CONSTRUCTION ONLY)                                                                                          |
| <b>GROUP 5</b>       | 2024-12-23  | 46.51      | 26.90       | 73.41                                                                                                                                       |
|                      | 2025-05-05  | 46.51      | 29.40       | 75.91                                                                                                                                       |
| 521                  |             |            |             | AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)                                                        |
| 522                  |             |            |             | CONCRETE MIXER (COMMERCIAL CONSTRUCTION ONLY)                                                                                               |
| 523                  |             |            |             | CONCRETE PUMP UP TO 31 METERS/101 FEET OF BOOM                                                                                              |
| 524                  |             |            |             | DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL WHEN USED FOR CAISSON FOR ELEVATOR OR BUILDING CONSTRUCTION (COMMERCIAL CONSTRUCTION ONLY) |
| 525                  |             |            |             | FORKLIFT (COMMERCIAL CONSTRUCTION ONLY)                                                                                                     |
| 526                  |             |            |             | FRONT END, SKID STEER 1 C YD AND OVER                                                                                                       |
| 527                  |             |            |             | HOIST ENGINEER ( ONE OR TWO DRUMS) (COMMERCIAL CONSTRUCTION ONLY)                                                                           |
| 528                  |             |            |             | MECHANIC-WELDER (ON POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)                                                                         |
| 529                  |             |            |             | POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND OVER) (COMMERCIAL CONSTRUCTION ONLY)                                           |
| 530                  |             |            |             | PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)                                                         |
| 531                  |             |            |             | SELF-ERECTING TOWER CRANE UNDER 100 FEET MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)                                         |
| 532                  |             |            |             | STRADDLE CARRIER (COMMERCIAL CONSTRUCTION ONLY)                                                                                             |
| 533                  |             |            |             | TRACTOR OVER D2 (COMMERCIAL CONSTRUCTION ONLY)                                                                                              |
| 534                  |             |            |             | WELL POINT PUMP (COMMERCIAL CONSTRUCTION ONLY)                                                                                              |
| <b>GROUP 6 *</b>     | 2024-12-23  | 44.82      | 26.90       | 71.72                                                                                                                                       |
|                      | 2025-05-05  | 44.82      | 29.40       | 74.22                                                                                                                                       |
| 535                  |             |            |             | CONCRETE BATCH PLANT (COMMERCIAL CONSTRUCTION ONLY)                                                                                         |
| 536                  |             |            |             | FIREPERSON, FIRST CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)                                                                       |
| 537                  |             |            |             | FRONT END, SKID STEER UP TO 1 C YD                                                                                                          |
| 538                  |             |            |             | GUNITE MACHINE (COMMERCIAL CONSTRUCTION ONLY)                                                                                               |
| 539                  |             |            |             | TRACTOR OPERATOR D2 OR SIMILAR SIZE (COMMERCIAL CONSTRUCTION ONLY)                                                                          |
| 540                  |             |            |             | TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER                                                                         |
| <b>GROUP 7</b>       | 2024-12-23  | 43.55      | 26.90       | 70.45                                                                                                                                       |
|                      | 2025-05-05  | 43.55      | 29.40       | 72.95                                                                                                                                       |
| 541                  |             |            |             | AIR COMPRESSOR 600 CFM OR OVER (COMMERCIAL CONSTRUCTION ONLY)                                                                               |
| 542                  |             |            |             | BRAKEPERSON (COMMERCIAL CONSTRUCTION ONLY)                                                                                                  |
| 543                  |             |            |             | CONCRETE PUMP/PUMPCRETE OR COMPLACO TYPE (COMMERCIAL CONSTRUCTION ONLY)                                                                     |

| LABOR CODE AND CLASS |                                                                                                                                                    | EFFECT DATE | BASIC RATE | FRINGE RATE | TOTAL RATE |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------|-------------|------------|
| 544                  | FIREPERSON, TEMPORARY HEAT SECOND CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)                                                              |             |            |             |            |
| 545                  | OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY) |             |            |             |            |
| 546                  | PICK UP SWEEPER (ONE CUBIC YARD HOPPER CAPACITY) (COMMERCIAL CONSTRUCTION ONLY)                                                                    |             |            |             |            |
| 547                  | PUMP AND/OR CONVEYOR (COMMERCIAL CONSTRUCTION ONLY)                                                                                                |             |            |             |            |
| <b>GROUP 8 *</b>     |                                                                                                                                                    | 2024-12-23  | 41.28      | 26.90       | 68.18      |
|                      |                                                                                                                                                    | 2025-05-05  | 41.28      | 29.40       | 70.68      |
| 548                  | ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY)                                                                                                   |             |            |             |            |
| 549                  | GREASER (COMMERCIAL CONSTRUCTION ONLY)                                                                                                             |             |            |             |            |
| 550                  | MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY)                                                 |             |            |             |            |
| <b>TRUCK DRIVERS</b> |                                                                                                                                                    |             |            |             |            |
| <b>GROUP 1</b>       |                                                                                                                                                    | 2024-12-23  | 32.85      | 9.02        | 41.87      |
| 601                  | MECHANIC . WELDER                                                                                                                                  |             |            |             |            |
| 602                  | TRACTOR TRAILER DRIVER                                                                                                                             |             |            |             |            |
| 603                  | TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)                                                            |             |            |             |            |
| <b>GROUP 2 *</b>     |                                                                                                                                                    | 2024-12-23  | 38.39      | 23.70       | 62.09      |
| 604                  | FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK                                                                                                        |             |            |             |            |
| <b>GROUP 3</b>       |                                                                                                                                                    | 2024-12-23  | 22.50      | 6.50        | 29.00      |
| 605                  | BITUMINOUS DISTRIBUTOR DRIVER                                                                                                                      |             |            |             |            |
| 606                  | BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)                                                                                                      |             |            |             |            |
| 607                  | THREE AXLE UNITS                                                                                                                                   |             |            |             |            |
| <b>GROUP 4 *</b>     |                                                                                                                                                    | 2024-12-23  | 28.00      | 9.56        | 37.56      |
| 608                  | BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)                                                                                             |             |            |             |            |
| 609                  | DUMP PERSON                                                                                                                                        |             |            |             |            |
| 610                  | GREASER                                                                                                                                            |             |            |             |            |
| 611                  | PILOT CAR DRIVER                                                                                                                                   |             |            |             |            |
| 612                  | RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS                                                                                                   |             |            |             |            |
| 613                  | TWO AXLE UNIT                                                                                                                                      |             |            |             |            |
| 614                  | SLURRY OPERATOR                                                                                                                                    |             |            |             |            |
| 615                  | TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)                                                                                                  |             |            |             |            |
| 616                  | TRACTOR OPERATOR, UNDER 50 H.P.                                                                                                                    |             |            |             |            |

| LABOR CODE AND CLASS |                                                                                      | EFFECT DATE | BASIC RATE | FRINGE RATE | TOTAL RATE |
|----------------------|--------------------------------------------------------------------------------------|-------------|------------|-------------|------------|
| SPECIAL CRAFTS       |                                                                                      |             |            |             |            |
| 701                  | HEATING AND FROST INSULATORS                                                         | 2024-12-23  | 53.19      | 31.95       | 85.14      |
|                      |                                                                                      | 2025-06-09  | 57.24      | 31.95       | 89.19      |
| 702                  | BOILERMAKERS                                                                         | 2024-12-23  | 46.00      | 31.93       | 77.93      |
|                      |                                                                                      | 2025-01-01  | 48.35      | 31.93       | 80.28      |
| 703                  | BRICKLAYERS                                                                          | 2024-12-23  | 48.23      | 26.53       | 74.76      |
| 704                  | CARPENTERS                                                                           | 2024-12-23  | 45.54      | 29.34       | 74.88      |
|                      |                                                                                      | 2025-01-01  | 45.54      | 29.34       | 74.88      |
| 705                  | CARPET LAYERS (LINOLEUM)                                                             | 2024-12-23  | 45.25      | 26.98       | 72.23      |
|                      |                                                                                      | 2025-01-01  | 45.25      | 26.98       | 72.23      |
| 706                  | CEMENT MASONS                                                                        | 2024-12-23  | 48.21      | 24.97       | 73.18      |
|                      |                                                                                      | 2025-05-01  | 51.21      | 25.47       | 76.68      |
| 707                  | ELECTRICIANS                                                                         | 2024-12-23  | 53.91      | 36.48       | 90.39      |
|                      |                                                                                      | 2025-05-01  | 58.31      | 36.48       | 94.79      |
| 708                  | ELEVATOR CONSTRUCTORS                                                                | 2024-12-23  | 59.95      | 44.53       | 104.48     |
|                      |                                                                                      | 2025-01-01  | 62.52      | 45.36       | 107.88     |
| 709                  | GLAZIERS                                                                             | 2024-12-23  | 48.98      | 26.75       | 75.73      |
| 710                  | LATHERS                                                                              | 2024-12-23  | 47.00      | 26.85       | 73.85      |
|                      |                                                                                      | 2025-01-01  | 47.00      | 26.85       | 73.85      |
| 712                  | IRONWORKERS                                                                          | 2024-12-23  | 44.85      | 35.72       | 80.57      |
| 714                  | MILLWRIGHT                                                                           | 2024-12-23  | 41.66      | 35.40       | 77.06      |
|                      |                                                                                      | 2025-01-01  | 41.66      | 35.40       | 77.06      |
| 715                  | PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS) | 2024-12-23  | 44.00      | 27.69       | 71.69      |
| 716                  | PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR                                           | 2024-12-23  | 45.71      | 29.73       | 75.44      |

| LABOR CODE AND CLASS |                                               | EFFECT DATE | BASIC RATE | FRINGE RATE | TOTAL RATE |
|----------------------|-----------------------------------------------|-------------|------------|-------------|------------|
|                      | EXTRACTOR FOR PILING AND SHEETING OPERATIONS) |             |            |             |            |
|                      |                                               | 2025-01-01  | 45.71      | 29.73       | 75.44      |
|                      |                                               | 2025-05-01  | 49.46      | 30.23       | 79.69      |
| 717                  | PIPEFITTERS . STEAMFITTERS                    | 2024-12-23  | 53.48      | 36.96       | 90.44      |
| 718                  | PLASTERERS                                    | 2024-12-23  | 47.93      | 25.34       | 73.27      |
| 719                  | PLUMBERS                                      | 2024-12-23  | 56.73      | 31.52       | 88.25      |
|                      |                                               | 2025-05-01  | 61.28      | 31.52       | 92.80      |
| 720                  | ROOFER                                        | 2024-12-23  | 45.70      | 24.84       | 70.54      |
| 721                  | SHEET METAL WORKERS                           | 2024-12-23  | 53.71      | 34.57       | 88.28      |
|                      |                                               | 2025-05-01  | 57.96      | 34.57       | 92.53      |
| 722                  | SPRINKLER FITTERS                             | 2024-12-23  | 55.31      | 34.95       | 90.26      |
|                      |                                               | 2025-06-01  | 59.81      | 34.85       | 94.66      |
| 723*                 | TERRAZZO WORKERS                              | 2024-12-23  | 46.27      | 26.64       | 72.91      |
| 724                  | TILE SETTERS                                  | 2024-12-23  | 42.76      | 30.32       | 73.08      |
| 725                  | TILE FINISHERS                                | 2024-12-23  | 35.15      | 24.36       | 59.51      |
| 726                  | DRYWALL TAPER                                 | 2024-12-23  | 41.72      | 29.72       | 71.44      |
| 727                  | WIRING SYSTEM TECHNICIAN                      | 2024-12-23  | 47.73      | 22.24       | 69.97      |
|                      |                                               | 2025-07-01  | 51.07      | 23.52       | 74.59      |
| 728                  | WIRING SYSTEMS INSTALLER                      | 2024-12-23  | 33.44      | 17.82       | 51.26      |
|                      |                                               | 2025-07-01  | 35.78      | 18.73       | 54.51      |
| 729                  | ASBESTOS ABATEMENT WORKER                     | 2024-12-23  | 39.86      | 24.61       | 64.47      |
|                      |                                               | 2025-01-01  | 41.23      | 25.99       | 67.22      |
| 730                  | SIGN ERECTOR                                  | 2024-12-23  | 34.69      | 19.88       | 54.57      |
|                      |                                               | 2025-06-01  | 37.19      | 19.88       | 57.07      |



| LABOR CODE AND CLASS | EFFECT DATE | BASIC RATE | FRINGE RATE | TOTAL RATE |
|----------------------|-------------|------------|-------------|------------|
|----------------------|-------------|------------|-------------|------------|



# City of Blaine Staff Report

File Number: RES 23-158

| Agenda Date    | Status     |
|----------------|------------|
| March 17, 2025 |            |
| In Control     | File Type  |
| City Council   | Resolution |

**Administration** - Nick Fleischhacker, Public Works Director

## Agenda Item # 10.2

Resolution Accepting a Bid from J.R. Stelzer Co. in the Amount of \$1,105,375.00 for the Water Tower No. 2 Reconditioning Improvements, Improvement Project No. 24-21

## Executive Summary

Council is requested to approve a contract with J.R. Stelzer Co. for the Water Tower No. 2 Reconditioning Improvements, Improvement Project No. 24-21 in the amount of \$1,105,375.00.

## Background

The proposed Water Tower 2 reconditioning project will include complete removal and replacement of all exterior, interior wet, and interior dry coating systems. Additional reconditioning will include modifications and repairs related to structural appurtenances, foundations, accessories, and personnel access. The structure will also receive a new entry vestibule at the base of the center riser and electrical modifications.

Bolton & Menk prepared plans, specifications and bidding documents for the project and the project was advertised for bids.

Bids were received electronically at 10:00 PM, March 11, 2025, for Project No. 24-21. A total of 5 bids were received, ranging from \$1,105,375.00 to \$2,386,900.00. The 3 lowest bidders and Engineer's estimate are as follows:

|                            |                |
|----------------------------|----------------|
| Engineer's Estimate        | \$1,375,450.00 |
| J.R. Stelzer Co.           | \$1,105,375.00 |
| Tanksco Inc.               | \$1,232,000.00 |
| Viking Industrial Painting | \$1,669,200.00 |

Bids have been checked and tabulated, and it has been determined that J.R. Stelzer Co. of Lincoln,

Nebraska is the lowest bidder. The Engineering Department checked with Bolton & Menk, who has worked with J.R. Stelzer Co. on previous contracts and recommended that the low bid be accepted, and a contract entered into with J.R. Stelzer Co.

City Council is also asked to approve a 10% contingency to bring the total project budget to \$1,215,913. The funding sources for this project are the Public Utility Funds and there are sufficient funds budgeted to cover these costs.

### Strategic Plan Relationship

This project aligns with the City's strategic plan goal of well-maintained infrastructure by providing high quality drinking water. This action relates directly to the City of Blaine Strategic Plan Item No. 6 - Well Maintained Infrastructure and Desired Outcome - Reliable Utility Systems.

### Board/Commission Review

Not required.

### Financial Impact

This project was previously authorized as a part of the 2024-2028 and 2025-2029 Water Capital Improvement Programs (CIP). The 2024 CIP appropriated a total of \$150,000 for engineering consultant services and the 2025 CIP appropriated an additional \$2,475,000 for engineering consultant services and construction. The total appropriated budget-to-date for Water Tower No. 2 Reconditioning improvements is \$2,625,000.

To date, \$52,369.15 has been encumbered for engineering consulting fees. The total appropriated budget of \$2,625,000 is thus adequate to cover this contract, making the project financially feasible and within the project budget.

Funding for the initial \$150,000 engineering services was included in the 2024B bonds that the City sold on November 18, 2024. Staff anticipates financing the remaining \$2,475,000 of project costs through a 2025 bond sale, pending Council approval.

### Public Outreach/Input

Not required.

### Staff Recommendation

By motion, adopt the resolution.

### Attachment List

1. Location Map



# City of Blaine

## Signature Copy

Resolution: RES 23-158

### **Resolution Accepting a Bid from J.R. Stelzer Co. in the Amount of \$1,105,375.00 for the Water Tower No. 2 Reconditioning Improvements, Improvement Project No. 24-21**

**WHEREAS**, pursuant to advertisement for bids for Improvement Project No. 24-21, said bids were received on March 11, 2025, electronically opened and tabulated according to law, and the following 3 bids were received complying with the advertisement:

|                            |                |
|----------------------------|----------------|
| J.R. Stelzer Co.           | \$1,105,375.00 |
| Tanksco Inc.               | \$1,232,000.00 |
| Viking Industrial Painting | \$1,669,200.00 |

**AND WHEREAS**, J.R. Stelzer Co. of Lincoln, Nebraska is the lowest responsible bidder.

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

1. The Mayor and City Manager are hereby authorized and directed to enter into a contract with J.R. Stelzer Co. for the designated improvements in the amount of \$1,105,375.00.
2. A 10% contingency is hereby approved to bring the total project budget to \$1,215,913 and the Director of Public Works is hereby authorized to sign all change orders up to the authorized project budget amount.
3. The City Clerk is hereby authorized and directed to return forthwith to all bidders the bid bonds submitted with their bids, except the three lowest bidders. When a contract is duly executed, the bid bond of the remaining unsuccessful bidder will be returned. The bid bond of the successful bidder will be retained until the performance and payment bonds have been executed and approved, after which the bid bond will be returned.

**PASSED** by the City Council of the City of Blaine this 17th day of March, 2025.



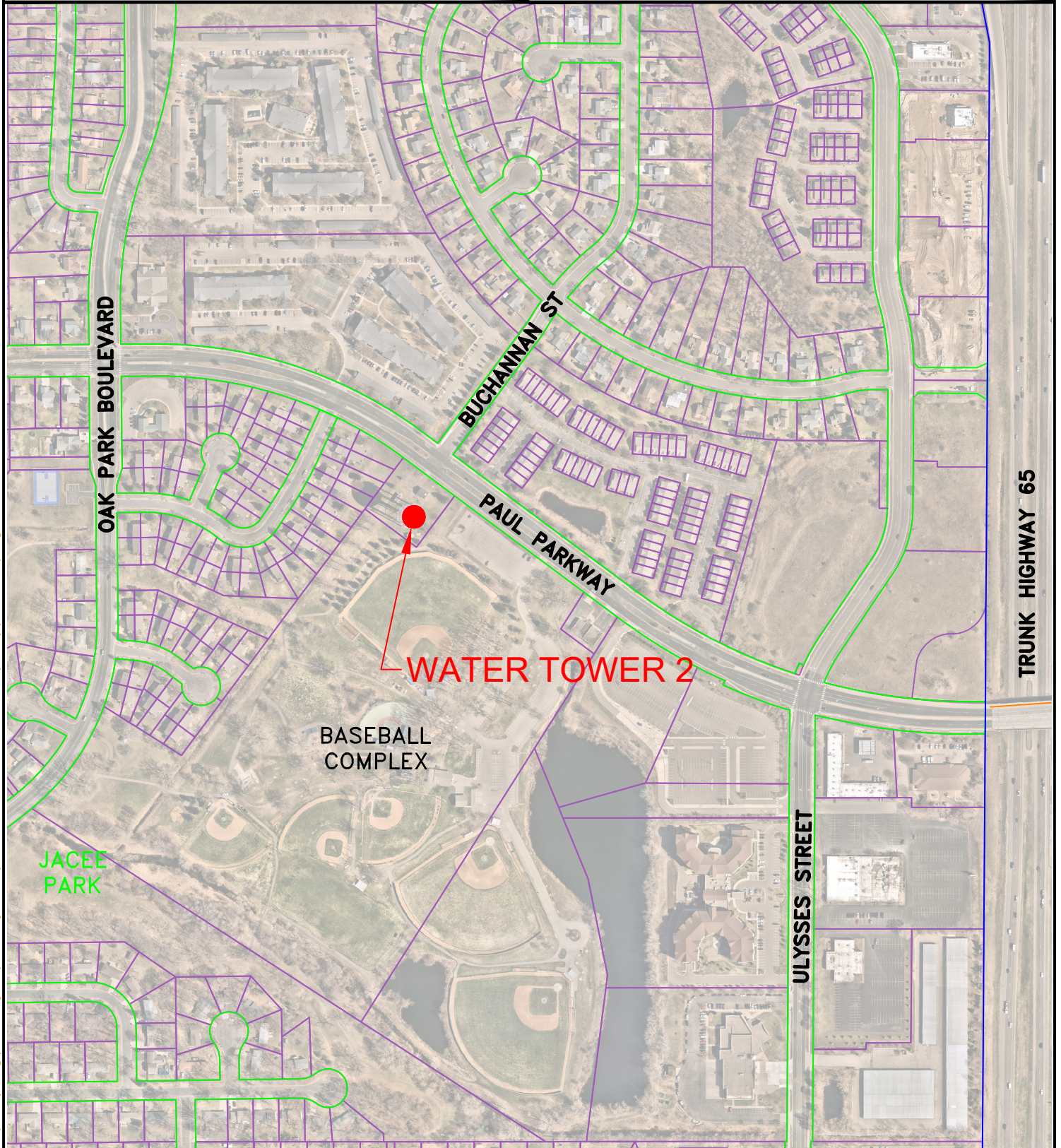


# CITY OF BLAINE

## LOCATION MAP



## WATER TOWER 2 RECONDITIONING IMPROVEMENTS







# City of Blaine Staff Report

File Number:

| Agenda Date    | Status    |
|----------------|-----------|
| March 17, 2025 |           |
| In Control     | File Type |
| City Council   | Ordinance |

## Administration -

### Agenda Item # 10.3

Waive First Reading and Adopt Ordinance Amendments for Chapter 22 - Businesses Article XII. - Mobile Food Trucks, Chapter 70 - Special Events, Streets, Sidewalks, and Other Public Places

### Background

At the January 6, 2025, workshop, staff presented some possible code amendments to both food trucks and special events sections of the code as well as process changes that could address some of the concerns raised in 2024 surrounding food trucks, inspections, and special events. Council had asked staff to share the proposed amendments with current registered food truck vendors for their input and return with their feedback for any changes, which was shared at the March 10 workshop. After discussion, council directed staff to bring the proposed amendments forward for adoption under Sec. 3.06. Emergency Ordinances in order to implement the proposed licensing/inspection process in time for this season:

An emergency ordinance is an ordinance necessary for the immediate preservation of the public peace, health, morals, safety or welfare in which the emergency is defined and declared in a preamble thereto, and is adopted by a vote of at least five (5) members of the council. No prosecution shall be based upon the provisions of any emergency ordinance until twenty-four (24) hours after the ordinance has been filed with the city clerk and posted in three (3) conspicuous places or until the ordinance has been published, unless the person charged with violation had actual notice of the passage of the ordinance prior to the act or omission complained of. (Ord. No. 467, 11-20-1975)

If adopted, the fire inspection/licensing program would:

- create reciprocity for fire inspections through the Anoka County Fire Protection Council
- create a fire inspection fee structure of \$100 that would meet the fire inspection requirement for any city in Anoka County for one year



- create a uniform fire inspection fee avoids taking revenue from one city or overburdening another
- inspectors in all cities would utilize the same inspection checklist based on the most current version of the Minnesota State Fire Code and would include confirmation of Department Labor and Industry sticker and electrical inspection
- inspection training would be provided by key personnel in various fire departments to ensure a uniform inspection is used across all cities
- inspections would likely be scheduled across all cities over a six-week period beginning in March or early April and could include some evening hours and possibly some onsite inspections when necessary
- establish a license and inspection process for food trucks with a license fee of \$50 and fire inspection fee \$100

The ordinance also includes proposed amendments to the special event ordinance that increases the threshold for a special event, defines the threshold for the number of food trucks allowed without a special event license, exempts the need for a special event for places of worship, and prohibits parking of mobile food trucks for storage in residentially zoned properties unless zoned Farm Residential and greater than five (5) acres in size.

### Staff Recommendation

Staff recommends that council waive first reading and adopt the ordinance amendments as proposed.

### Questions for Council

Council is asked to consider possible amendments to the current mobile food truck and special event ordinance.

### Attachment List

1. Food Truck Survey - Other Cities
2. Mobile-Food-Prep-Vehicles-Checklist-MSFC-2020
3. DOLI - Electrical Inspection Procedures



# City of Blaine

## Signature Copy

Ordinance: ORD 25-2575

### **Waive First Reading and Adopt Ordinance Amendments for Chapter 22 - Businesses Article XII. - Mobile Food Trucks, Chapter 70 - Special Events, Streets, Sidewalks, and Other Public Places**

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

**WHEREAS** the Blaine City Council has determined that pursuant to Sec. 3.06. Emergency Ordinances, there exists a need to waive first reading and adopt an emergency ordinance to implement a mobile food truck licensing and fire inspection process immediately; and

**WHEREAS** an emergency ordinance necessary for the immediate preservation of the public peace, health, morals, safety or welfare in which the emergency is defined and declared in a preamble thereto and adopted by a vote of at least five (5) members of the council states that no prosecution shall be based upon the provisions of any emergency ordinance until the ordinance has been published, unless the person charged with violation had actual notice of the passage of the ordinance prior to the act or omission complained of.

Chapter 22 - Businesses  
Article XII. MOBILE FOOD TRUCKS

#### **DIVISION 1. GENERALLY**

Sec. 22-721. Definitions.

Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

*Mobile food truck* means a food or beverage service establishment that is a vehicle mounted unit, either motorized or trailer, and readily movable, without disassembling, for transport to another location.  
(Ord. No. 21-2485, 11-15-2021)

Sec. 22-722. Exceptions to definitions.

For the purpose of this article, the term *mobile food truck* shall not apply to:

- (1) Vending trucks as defined in ch. 22, art. IX.
- (2) Transient merchants as defined in ch. 22, art. VI.

Exemption from these definitions shall not, for the scope of this article, excuse any person from complying with any other applicable statutory provision or requirement provided by another city ordinance.

(Ord. No. 21-2485, 11-15-2021)

## **DIVISION 2. LICENSING AND REGISTRATION**

Sec. 22-731. Licensing and registering.

- (a) ~~County City license required.~~ No person shall operate a mobile food truck within the city limits without first having obtained the appropriate license from the ~~county city~~ as it may be amended from time to time, if the county issues a license for the activity.
- (b) ~~State license required.~~ When a state license is required, no person shall operate a mobile food truck within the city limits without first having obtained the appropriate license from the State of Minnesota.
- (c) ~~City registration required~~ License application. An application for a mobile food truck license shall be made on a form supplied by the city clerk's office and shall request the following information:
- (1) ~~The applicant's information.~~ Applicant's name, business name, food truck name, business address, Minnesota tax identification number, description of food being offered, vehicle/trailer license plate(s) number(s), description of vehicle(s)/trailer(s), vehicle insurance company, policy number, and date of insurance coverage.
  - (2) Proof of any required county or state license.
  - (3) ~~Signature affidavit acknowledging receipt of applicable city regulations for mobile food trucks.~~ Proof of successful fire inspection report from fire inspection staff within any Anoka County Fire Department.
  - (4) Additional information as may be necessary.
- (d) ~~Fee.~~ No fee is required for city registration. An annual license fee and fire inspection fee are hereby established and included in the city's fee schedule.
- (e) ~~Duration.~~ Each city registration ~~license~~ shall be valid through ~~December~~ March 31 of the year in which ~~registration license~~ is provided. ~~Registered mobile food truck operators are only required to register prior to their first event and registration is valid for any subsequent events.~~
- (Ord. No. 21-2485, 11-15-2021)

Sec. 22-732. Revocation.

- (a) *Generally.* Any registration issued under this division may be suspended or revoked at the discretion of a hearing officer on behalf of the city council for violation of any of the following:
- (1) Subsequent knowledge by the city of fraud, misrepresentation, or incorrect statements provided by an applicant on the application form.
  - (2) Fraud, misrepresentation, or false statements made during the course of the registered activity.
  - (3) Engaging in any prohibited activity as provided under section 22-743 of this article.
  - (4) Violation of any other provision of this article.
- (b) *Multiple persons under one registration license.* The suspension or revocation of any ~~registration~~ license issued for the purpose of authorizing multiple persons to conduct business as mobile food truck operators on behalf of the ~~registered~~ licensed mobile food truck operator shall serve as a suspension or revocation of each authorized person's authority to conduct business as a mobile food truck operator on behalf of the ~~registrered~~ licensed mobile food truck operator whose ~~registration license~~ is suspended or revoked.
- (c) *Notice.* Prior to revoking or suspending any ~~registration license~~ issued under this chapter, the city shall provide a ~~registration license~~ holder with written notice of the alleged violations and inform the ~~registrered~~ licensed mobile food truck operator of ~~his or her~~ their right to a hearing on the alleged violation. Notice shall be delivered in person or by mail to the permanent residential address listed on the ~~registration license~~ application, of if no residential address is listed, to the business address provided

on the ~~registration~~-~~license~~ application.

(d) *Hearing.* Upon receiving the notice provided in subsection (c), the ~~registered~~-~~licensed~~ mobile food truck operator shall have the right to request a hearing. If no request for a hearing is received by the city clerk within ten days following the service of the notice, the city may proceed with the suspension or revocation. For the purpose of a mailed notice, service shall be considered complete as of the date the notice is placed in the mail. If a hearing is requested within the stated time frame, a hearing shall be scheduled with a hearing officer on behalf of the city council within 20 days from the date of the request for the hearing. Within three regular business days of the hearing, the hearing office, on behalf of the city council, shall notify the licensee of its decision.

(e) *Emergency.* If, in the discretion of the city manager or their designee, imminent harm to the health or safety of the public may occur because of the actions of mobile food truck operation ~~registered~~-~~licensed~~ under this chapter, the city manager or their designee, on behalf of the city council, may immediately suspend the person's license and provide notice of the right to hold a subsequent hearing as prescribed in subsection (c).

(f) *Appeal.* Any person whose ~~registration~~-~~license~~ is suspended or revoked under this section shall have the right to appeal that decision in court.

(Ord. No. 21-2485, 11-15-2021)

Sec. 22-733. Registration transferability.

No ~~registration~~-~~license~~ issued under this article shall be transferred to any person other than the person to whom the ~~registration~~-~~license~~ was issued.

(Ord. No. 21-2485, 11-15-2021)

Secs. 22-734—22-740. Reserved.

### **DIVISION 3. REGULATIONS**

Sec. 22-741. Allowed activities.

Mobile food trucks are allowed under the following circumstances:

- (1) In conjunction with a private party or event located at a city park, provided the renter of the park initiates the request for a food truck.
  - (2) In conjunction with a city sponsored event located at a city park or other city owned property.
  - (3) In conjunction with a school sponsored event located on school district owned property.
  - (4) In conjunction with a private event, on private property, such as a customer appreciation or employee event, grand opening, birthday party, graduation, etc. Consent of the private property owner shall be obtained.
  - (5) At the National Sports Center in conjunction with an event hosted at the National Sports Center.
  - (6) At Northtown Mall, as part of a food truck-oriented event.
  - (7) In conjunction with a special event as defined under ch. 70.
- (Ord. No. 21-2485, 11-15-2021)

Sec. 22-742. Prohibited activities.

No mobile food trucks operator shall conduct business in any of the following manner:

- (1) Calling attention to his or her business or the items to be sold by means of blowing any horn or whistle, ringing any bell, crying out, or by any other noise, so as to be unreasonably audible within an enclosed structure.

- (2) Obstructing the free flow of traffic, either vehicular or pedestrian, on any street, sidewalk, alleyway, or other public right-of-way. Parking of mobile food trucks shall not occur on any public right-of-way, except for events permitted under section 22-741(c) located in a residential zoning district or events identified in section 22-741(b).
  - (3) Conducting business in a way as to create a threat to the health, safety, and welfare of any specific individual or the general public.
  - (4) Conducting business before 7:00 a.m. or after 10:00 p.m.
  - (5) Failing to provide proof of license, or registration, and identification when requested.
  - (6) Using the registration of another person.
  - (7) Alleging false or misleading statements about the products or services being sold, including untrue statements of endorsement. No mobile food trucks operator shall claim to have the endorsement of the city solely based on the city having issued a registration to that person.
  - (8) Remaining on the property of another when requested to leave.
  - (9) Otherwise operating their business in any manner that a reasonable person would find obscene, threatening, intimidating or abusive.
  - (10) No mobile food truck may be parked for storage at a residentially zoned property within the city, except one (1) mobile food truck may be parked for storage if the property is zoned Farm Residential and greater than five (5) acres in size.
- (Ord. No. 21-2485, 11-15-2021)

#### Sec. 22-743. Penalty.

Any individual found in violation of any provision of this article, shall be a guilty of a misdemeanor.  
(Ord. No. 21-2485, 11-15-2021)

#### Sec. 22-744. Severability.

If any provision of this article is found to be invalid for any reason by a court of competent jurisdiction, the validity of the remaining provisions shall not be affected.  
(Ord. No. 21-2485, 11-15-2021)

#### Sec. 22-745. Effective date.

This article becomes effective on the date of its publication, or upon the publication of a summary of the ordinance as provided by Minn. Stat. § 412.191, subd. 4, as it may be amended from time to time, which meets the requirements of Minn. Stat. § 331A.01, subd. 10, as it may be amended from time to time.  
(Ord. No. 21-2485, 11-15-2021)

## Chapter 70 - Special Events, Streets, Sidewalks, and Other Public Places

### Article II.

#### Sec. 70-41. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Special event* means an activity planned and constructed by a person, corporation, or organization on public, commercial, regional recreational or industrial zoning or land uses property. For purposes of this article, the term "special events" includes but is not limited to:

- (1) Snowmobile races;
- (2) Athletic tournaments or events where it is estimated that 1,000 or more people will be in attendance;

- (3) Parades/races;
- (4) Picnics, weddings, gatherings, or civic celebrations where it is estimated that ~~100~~150 or more people will be in attendance;
- (5) Carnivals;
- (6) Musical festivals;
- (7) Outdoor concerts;
- (8) Convoys or processions, excluding funeral processions, of more than 200 vehicles, 25 commercial vehicles, or 100 people;
- (9) Gathering in a City park of more than 150 people;
- (10) Events outside the customary use of the property;
- (11) Events where there are six (6) or more food trucks present.

(Code 1963, § 69.01; Code 1980, § 4-20; Ord. No. 435, 4-3-1975; Ord. No. 13-2264, 6-6-2013; Ord. No. 16-2350, 5-19-2016)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 70-44. Exceptions.

- (a) Activity sponsored by a school district or place of worship.
- (b) Any other city-sponsored special event or other event at city manager's discretion or their designee.
- (c) Events sponsored by a business such as a customer appreciation or employee event, grand opening, etc., where a food truck is present and is the only attraction.

**INTRODUCED** and read in full this 17th day of March, 2025 and **PASSED** by the City Council of the City of Blaine this 17th day of March, 2025.



## Food Truck Survey – February 2025

| <u>City</u>   | <u>License and/or Inspection</u>                                                                                                                                                                                                                                                                        |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Anoka         | Inspect trucks as part of special events permit, prior to day of the event. Use MSFC 2020 state fire marshal's checklist. Arranged for onsite contractor for large food truck festival to complete fire extinguisher annual inspections, hood suppression inspections, and hood cleaning if needed.     |
| Bloomington   | Yes - conduct fire inspection - \$346 complex menus/\$230 simple menus                                                                                                                                                                                                                                  |
| Brooklyn Park | Yes - conduct fire inspection; \$165 full truck/\$120 limited truck/\$100 prepackaged truck                                                                                                                                                                                                             |
| Burnsville    | Yes – no fire inspection, \$122/3 years                                                                                                                                                                                                                                                                 |
| Champlin      | No longer issue licenses as Ramsey County issues licenses; when they issued licenses required a fire inspection – they are aware the County does not conduct fire inspections                                                                                                                           |
| Chanhassen    | No                                                                                                                                                                                                                                                                                                      |
| Coon Rapids   | Yes - no fire inspection but in the process of recommending one; per day \$15, per week \$45, per year (21 days or fewer) \$120, annual trailer \$355                                                                                                                                                   |
| Cottage Grove | Yes - conduct fire inspection, \$50 or \$250/annual license                                                                                                                                                                                                                                             |
| Crystal       | Yes - no fire inspection \$40 weekdays/\$50 weekends & holidays                                                                                                                                                                                                                                         |
| Eden Prairie  | Permit only for trucks which produce smoke/grease-laden vapors - \$25                                                                                                                                                                                                                                   |
| Fridley       | Yes - conduct fire inspection, \$100 fee - per code any food truck equipped with appliances that produce smoke or grease-laden vapors must submit to a Fire Safety Inspection performed by the Fire Division, pursuant to the Mobile Food Preparation Vehicles Chapter of the Minnesota State Fire Code |
| Golden Valley | Require proof of recent electrical inspection per Dept. of Labor - \$250 annual fee –waived if they have an MDH / MDA / Hennepin County or other jurisdiction's annual mobile food unit license - \$20 for electrical inspection conducted by Minnetonka electrical inspectors                          |

|                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Maple Grove     | <p>Yes - retain the right to inspect (self-reporting system); accept a copy of completed inspection record from another metro area fire department; require inspection/test/cleaning reports on the truck for the range hood, fire suppression, and extinguishers; no fee, based on inspection checklist per 2020 Minnesota State Fire Code:</p> <ol style="list-style-type: none"> <li>1. A commercial ventilation hood is required if grease-laden vapors are produced. (319.4)</li> <li>2. Cooking equipment shall be protected by an automatic fire extinguishing system. (319.4.1)</li> <li>3. A 2A:10BC portable fire extinguisher is required. (319.4.2)</li> <li>4. Cooking oil tank 120-gallon maximum, "listed", and vented- normal and emergency. (319.6)</li> <li>5. Propane tank maximum 200 lbs. and "restrained". (319.8.2)</li> <li>6. Propane piping protected from damage. (319.8.4)</li> <li>7. "Listed" propane alarm required. (319.8.5)</li> <li>8. Compressed Natural Gas (CNG) requirements. (319.9)</li> <li>9. Hood and ducts kept clean of grease. (319.10.1)</li> <li>10. Fire protection systems maintained operable condition per 901.6.</li> <li>11. Propane container inspected annually by an approved inspection agency registered with the U.S.</li> <li>12. A permit is required for mobile food preparation vehicles equipped with appliances that produce smoke or grease-laden vapors. (105.6.30)</li> </ol> |
| Maplewood       | Yes - conduct fire inspection, \$55/daily or \$181 annual                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Plymouth        | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Ramsey          | Yes - conduct fire inspection \$80 for 90 days or \$100 for full year                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Rogers          | Yes – conduct fire inspection, \$75                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| St. Louis Park  | Yes - conduct fire inspection only if heating element used in tent; \$50                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Vadnais Heights | No – registration only – no fire inspection                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

Request copy of current Food Truck Fire Inspection Form adopted by the Anoka County Fire Chiefs for area-wide use and consideration.

ADD: Mobile food trucks, regardless of operation within the City of Blaine, shall not be stored on any residentially zoned property within the City of Blaine, except for properties zoned Farm Residential and greater than five acres in size, on which no more than one mobile food truck may be stored.



# INSPECTION CHECKLIST

## Mobile Food Preparation Vehicles

Y = Meets Requirements; N= Does Not Meet Requirements



Y N

### EXHAUST HOOD:

- ☐ ☐ Cooking equipment that produces grease-laden vapors is protected by a type I commercial kitchen exhaust hood (MSFC 319.1)
- ☐ ☐ Ventilation system operates at the required rate of air movement (MSFC 607.3.1)
- ☐ ☐ UL 1046 grease filters are installed and clean (MSFC 607.3.1 & 607.3.3)
- ☐ ☐ Exhaust hood inspected and clean, proper tag or label is affixed to the hood (MSFC 607.3.3.3)

### FIRE PROTECTION FOR COOKING EQUIPMENT:

- ☐ ☐ Exhaust hood is equipped with a fire suppression system (MSFC 319.4.1 & 904.2.2)
- ☐ ☐ System is free of damage and operable (NFPA 17A)
- ☐ ☐ Manual means of activation present (MSFC 904.3.2)
- ☐ ☐ Automatic means of activation present (MSFC 904.3.2)
- ☐ ☐ Automatic fuel shutoff present (MSFC 904.3.3)
- ☐ ☐ Automatic electrical shutoff present (MSFC 904.3.3)
- ☐ ☐ System discharge nozzles are directed at the proper cooking surface (NFPA 17A)
- ☐ ☐ Protective caps in place on discharge nozzles (NFPA 17A)
- ☐ ☐ System has been inspected and tested within 6 months (MSFC 904.5.1)
- ☐ ☐ Inspection and testing tags/documentation is present (MSFC 904.5)

### FIRE EXTINGUISHERS:

- ☐ ☐ Class K fire extinguisher present for cooking fires (MSFC 906.4)
- ☐ ☐ Minimum of one 2A10BC fire extinguisher present for ordinary fires (MSFC 906.3)
- ☐ ☐ Fire extinguishers are mounted in conspicuous locations and unobstructed (MSFC 906.5 & 906.6)
- ☐ ☐ Monthly visual inspection has been performed by vehicle owner (NFPA 10)
- ☐ ☐ Annual inspection has been performed by qualified individual or contractor (NFPA 10)
- ☐ ☐ Inspection tags are to-date and located on fire extinguishers (NFPA 10)

### APPLIANCE CONNECTION TO FUEL SUPPLY:

- ☐ ☐ Gas cooking appliances are secured in place (MSFC 319.5)
- ☐ ☐ Gas appliances are connected to fuel-supply piping with an ANSI Z21.69/CSA 6.16 listed connector (MSFC 319.5)
- ☐ ☐ Movement restraining devices are installed on gas appliances (MSFC 319.5)

Y N

### COOKING OIL STORAGE - METALLIC TANKS:

- ☐ ☐ UL 80 or UL 142 listed provided (MSFC 319.7.1)
- ☐ ☐ Installed per manufacturer's instructions (MSFC 319.7.1)
- ☐ ☐ Installed per manufacturer's instructions (MSFC 319.7.1)
- ☐ ☐ Piping, connections, fittings, valves, tubing, hoses, pumps, vents and other related components are suitable for working pressures, temperatures and structural stresses associated with operation (MSFC 319.7.3 & 319.7.4)
- ☐ ☐ Normal and emergency venting installed above the oil tank fill line (MSFC 319.7.5)

### COOKING OIL STORAGE- NON METALLIC TANKS:

- ☐ ☐ Capacity does not exceed 200 gallons (MSFC 319.7.2)
- ☐ ☐ Listed for storage of cooking oil (319.7.2)
- ☐ ☐ Piping, connections, fittings, valves, tubing, hoses, pumps, vents and other related components are suitable for working pressures, temperatures and structural stresses associated with operation (MSFC 319.7.3 & 319.7.4)
- ☐ ☐ Normal and emergency venting installed above the oil tank fill line (MSFC 319.7.5)

### COOKING OIL STORAGE- INDIVIDUAL CONTAINERS:

- ☐ ☐ Aggregate total of individual containers does not exceed 120 gallons (MSFC 319.6)
- ☐ ☐ stored to prevent toppling or damaged during transport (MSFC 319.6)

### LP FUEL FOR COOKING: ☐ N/A

- ☐ ☐ Vehicle is not operating indoors with LP gas onboard (NFPA 58: 9.7.3.6)
- ☐ ☐ LP gas containers are installed either on the outside of the vehicle or in a recess or cabinet vapor-tight to the inside of the vehicle but accessible from and vented to the outside. (NFPA 58: 6.26.3.3)
- ☐ ☐ Cylinders are adequately filled to sustain the duration of the event, and will not need to be filled or exchanged while event is in progress
- ☐ ☐ Maximum aggregate amount of LP gas does not exceed 200 lbs. (MSFC 319.8.1)
- ☐ ☐ LP gas cylinders are securely mounted to the vehicle (MSFC 319.8.2)
- ☐ ☐ Fixed piping system is equipped with two stage regulation (NFPA 58)
- ☐ ☐ Regulator vent outlets are at least 2 in. above the compartment vent opening. (NFPA 58: 6.26.3.3)
- ☐ ☐ LP piping, including valves and fittings, are protected to prevent tampering, impact damage, and damage from vibration (319.8.4)

Version 3.0 effective March 31, 2020

This checklist is intended as a guide to assist fire inspection personnel in identifying general fire and life safety hazards, other possible code requirements may apply. Please refer to other checklists for information on certain occupancies/topics.

MSFC = Minnesota State Fire Code

- ☐ ☐ Shutoff valves on all gas cylinders are readily accessible (NFPA 58: 6.26.4.1)
- ☐ ☐ Gas-fired heating appliances and water heaters are equipped with automatic shut off devices that will shut off the flow of gas to the main burner and the pilot in the event the pilot flame is extinguished.  
(NFPA 58: 6.26.7.11)
- ☐ ☐ Regulators are installed per Section 6.26.4.2 (A) through (E) of NFPA 58
- ☐ ☐ Piping is installed per Section 6.26.5.1 (A) through (M) of NFPA 58
- ☐ ☐ Cylinders are stamped with approval and testing information (NFPA 58: 5.2.1.1)
- ☐ ☐ Fuel system is leak free (NFPA 58: 6.16)
- ☐ ☐ Full system leak testing documents available for system piping and appliance connections (NFPA 58: 6.26.5.1)
- ☐ ☐ LP Valves are shut-off when appliances are not in use (NFPA 58: 6.26.8.3)
- ☐ ☐ A permanent caution plate is affixed to either the appliance or the vehicle and includes the following NFPA 58: 6.26.7.10 instructions:

**Caution:**

1. Be sure all appliance valves are closed before opening LPG container valve.
2. Connections at the appliances, regulators, and containers shall be checked periodically for leaks with soapy water or its equivalent.
3. Never Use a match or flame to check for leaks.
4. Container valves shall be closed when equipment is not in use.

- ☐ ☐ Listed LP Gas alarm is present (MSFC 319.8.5)
- ☐ ☐ Fuel gas piping has been inspected, tagged / labeled by an approved agency within 1 year (MSFC 319.10.3)
- ☐ ☐ LP containers have been inspected, tagged / labeled by an approved agency within 1 year (MSFC 319.10.3)

**CNG FUEL FOR COOKING:** ☐ N/A

- ☐ ☐ CNG is used for cooking fuel only. See NFPA 52 for vehicles using CNG for both transportation and cooking fuel
- ☐ ☐ Maximum aggregate capacity of CNG cylinders is 1,400 lbs. or less (MSFC 319.9.1.1)
- ☐ ☐ CNG is stored in a NGV-2 type cylinder (MSFC 319.1.2)
- ☐ ☐ CNG gas cylinders are securely mounted to the vehicle in a location that prevents direct vehicle impact (MSFC 319.8.2)
- ☐ ☐ CNG piping, including valves and fittings, are protected to prevent tampering, impact damage, and damage from vibration (319.9.3.4)
- ☐ ☐ Listed methane gas alarm is installed (MSFC 319.9.4)
- ☐ ☐ Fuel gas piping has been inspected, tagged / labeled by an approved agency within 1 year (MSFC 319.10.3)

- ☐ ☐ CNG containers have been inspected, tagged / labeled by a qualified service facility within 3 years (MSFC 319.10.3)
- ☐ ☐ CNG containers are not expired (date listed on label) (MSFC 319.10.3)

**GENERAL SAFETY:**

- ☐ ☐ Area is free from excessive trash and other combustible materials-egress (MSFC 304.1.1)
- ☐ ☐ Combustible materials are maintained in an approved manner and located away from ignition sources (MSFC 305.1)
- ☐ ☐ Appliances shall be located so that a fire at any appliance will not block egress of persons from the vehicle. (NFPA 58: 6.26.7.7)
- ☐ ☐ Appliances must be constructed or protected to minimize possible damage or impaired operation due to cargo shifting or handling (NFPA 58: 6.26.7.8)
- ☐ ☐ Generators do not present a hazard to the public (MSFC 313.1.1)
- ☐ ☐ Generator is adequately fueled to sustain the duration of the event, and will not need to be filled while event is in progress (MSFC 313.1.1)
- ☐ ☐ Parked vehicle does not obstruct the fire apparatus access road in any manner (MSFC 503.4)
- ☐ ☐ Unobstructed access to fire hydrants is provided (MSFC 507.5.4)
- ☐ ☐ Power taps and multiplug adapters comply with NFPA 70 / NEC (MSFC 604.4 & NEC 400.10)
- ☐ ☐ Flexible extension cords are listed/ labeled, free from damage, and located away from public areas (MSFC 604.5)

**APPLICABILITY & RETROACTIVITY:**

*Mobile Food Preparation Vehicles are motor powered and non-motor powered vehicles including, but not limited to trucks and trailers with equipment that produces grease laden vapors during cooking.*

- *Minnesota Fire Code Section 319 requirements are intended to apply to new and existing Mobile Food Preparation Vehicles.*
- *NFPA 58 requirements only apply to installations where one of the following occurs:*
  - *Installation or modification occurred on or after to March 31<sup>st</sup> 2020*
  - *Where retroactivity is specifically stated in the NFPA 58 provisions*
  - *In cases where the AHJ determines an existing installation or operation is a hazard to life and/or property (NFPA 58 Section 1.4)*

## CODE SUMMARY

Version 3.0 effective March 31, 2020

This checklist is intended as a guide to assist fire inspection personnel in identifying general fire and life safety hazards, other possible code requirements may apply. Please refer to other checklists for information on certain occupancies/topics.

MSFC = Minnesota State Fire Code

## Electrical Inspection Procedures for Food Trucks

**And other Mobile Food Units such as concession trailers, concession stands or similar units**

### Frequently Asked Questions

**1. *What is the responsibility of the Department of Labor & Industry?***

The Department has the responsibility for inspection of all electrical wiring and equipment for transient events such as carnivals, circuses, inflatable amusements, festivals, film and TV production sites and road construction projects. Large portable generators and power distribution must be inspected at each setup. Each ride, concession, food truck, mobile food unit or similar unit must be inspected at or before its initial operation each year. Equipment must be in compliance before it is energized and put into use.

**2. *What is the responsibility of the food truck or mobile food unit operator?***

Unlike carnivals, county fairs, circuses and other large transitory operations which are setup in one location for a set period of time, and where electrical inspectors may be present for one or more days, food trucks, concession trailers and similar mobile food units often operate individually and move from location to location, maybe multiple times a day. It is the operator's responsibility to arrange for the electrical inspection of the food truck or mobile food unit; electrical inspectors do not patrol the state looking for food trucks or mobile food units.

**3. *Is inspection of equipment necessary before the unit can be energized or used?***

In the interest of public safety, electrical equipment and wiring must not be energized until it has been inspected and approved.

**4. *Does the Department of Labor & Industry perform electrical inspections in all areas of the state?***

The Department is the electrical inspection authority statewide, except for certain cities that have made provisions for electrical inspections within their jurisdiction. A list of all electrical inspectors and contact information is available at the Department's website <http://www.dli.mn.gov/business/electrical-contractors/electrical-inspector-directories>

**5. *How do I request an electrical inspection?***

The request for electrical inspection form is provided by the electrical inspector. The request for inspection form is completed and the appropriate inspection fee is collected at the time of the inspection. Fees must be paid in cash or check; sorry, no credit cards.

**6. *Do I need an inspection every year?***

Yes. An initial inspection is required at or before the first setup each year. The electrical inspection is valid for the entire calendar year. However, at any time, electrical inspection authorities reserve the right to require corrections of identified or observed hazardous or damaged electrical wiring and equipment, to issue written inspection reports, and to reinspect the electrical wiring and equipment. Reinspection fees may be applicable if warranted.

**7. *Can the electrical inspection be requested and made before the first appearance of the year?***

Yes, inspections of food trucks, concession trailers, mobile food units or similar units can be arranged in advance any time of year by contacting the Department. Inspections can be performed at any mutually agreeable time and location.



**8. What if the initial electrical inspection identifies code violations?**

Identified code violations are documented on an inspection report form and a copy is provided to the user of the equipment. Equipment must be in compliance and reinspected before it is energized and put into use.

**9. Are there restrictions about who can perform electrical work?**

Yes. In the interest of public safety, electrical work is strictly regulated in Minnesota. All on-site electrical wiring including installation, repair and correction of code violations must be performed by Minnesota-licensed electrical contractors and their licensed or registered employees. Equipment owners are not allowed to perform any electrical wiring once the equipment is on-site. Persons other than licensed employees of electrical contractors are strictly limited to plugging and unplugging portable electrical equipment, fitted with a proper flexible cord and attachment plug, into receptacle outlet of the proper power rating.

**10. How is the equipment marked to indicate that it has passed inspection?**

When equipment is in compliance, an inspection sticker is placed on the equipment with the date of the inspection and the inspection number. This sticker also has an identification number that is specific to each mobile food unit. The owner's copy of the inspection form is another record of compliance, which should be kept with the equipment for the remainder of the year.

**11. How much does an electrical inspection cost?**

Inspection fees are very reasonable and economical. The standard inspection fee for each food truck, mobile food unit, concession, attraction or similar unit is:

|                                |      |
|--------------------------------|------|
| Up to and including 60 amperes | \$35 |
| Over 60 amperes                | \$40 |

**Inspection fees must be paid by check or cash**

**Credit cards are not accepted**

In addition to the above fees, inspections made on Saturdays, Sundays, holidays, or after regular business hours may be charged at the \$80 hourly rate with a one-hour minimum charge. If reinspection of corrections is necessary, there may be a \$35 charge for each reinspection. If mutually agreeable between the electrical inspector and the equipment owner, the \$80 hourly rate can be used as a favorable alternative where multiple units at one location can all be inspected at the same time. This alternative option might be more cost effective to use when compared to the individual unit rate of \$35.

**Electrical Wiring**

Installations of electrical wiring and equipment must meet the provisions of the most recently adopted edition of the National Electrical Code. All documented code violations must be corrected by properly licensed persons and inspected for compliance.

**CAUTION: THIS INFORMATION IS NOT INTENDED TO BE YOUR ONLY ELECTRICAL INFORMATION RESOURCE. ADDITIONAL INFORMATION AND KNOWLEDGE ARE NECESSARY FOR AN ELECTRICAL INSTALLATION THAT COMPLIES WITH THE NATIONAL ELECTRICAL CODE (NEC) AND IS FREE FROM FIRE AND ELECTRIC SHOCK HAZARDS.**

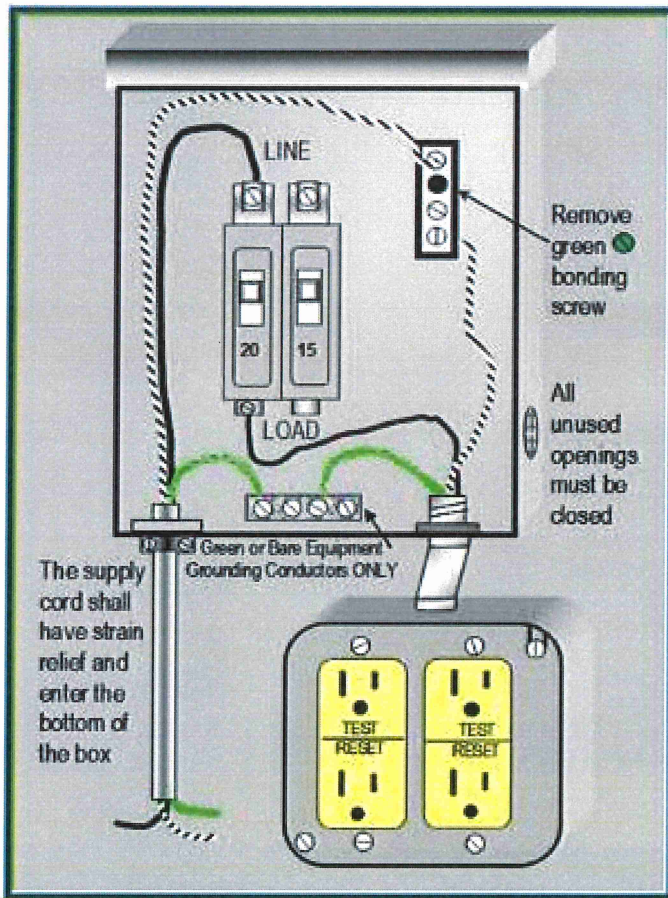
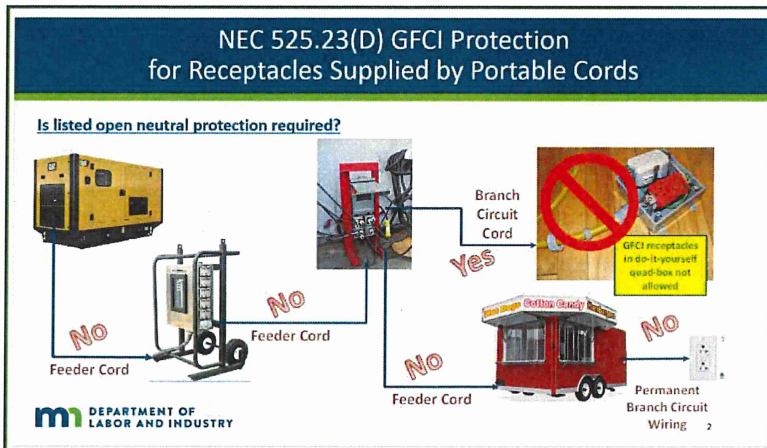
Link to the current directory of state and local electrical inspectors, and electrical area representatives:

<http://www.dli.mn.gov/business/electrical-contractors/electrical-inspector-directories>

Link to the Laws and Rules Regulating Licensing of Electricians and Inspection of Electrical Installations:

<https://www.revisor.mn.gov/statutes/?id=326B&format=pdf>

## Examples of temporary portable electrical distribution equipment



**National Electrical Code Article**

### Disconnecting Means

Every concession, game, or similar attraction or unit must have an enclosed fusible disconnect switch or circuit breaker in or adjacent to each exhibitor's space which will disconnect all power

March 25, 2019

### Disconnecting Means

- Must be readily accessible, within sight of, and within 6 feet of the operator's station
- Fuse-holders with switches mounted on box covers and switch controlled multi-outlet strips are **NOT ACCEPTABLE**
- Enclosures for disconnects installed outdoors must be rainproof, unless otherwise protected from the weather

March 25, 2019







# City of Blaine Staff Report

File Number: 2025-78

| Agenda Date    | Status    |
|----------------|-----------|
| March 17, 2025 |           |
| In Control     | File Type |
| City Council   | Motion    |

**Administration** - Cathy Sorensen, City Clerk

## Agenda Item # 10.4

Boards and Commissions Appointments 2025

### Background

Council has been reviewing and ranking applications received for the 2025 board and commission vacancies. At the March 3 meeting, council made the appointments for the SBM Fire Board and Twin Cities Gateway board and staff is recommending the mayor announce the remaining appointments and by motion council confirm the following seats, based on the attached appointment policy:

Charter Commission - up to 7 recommendations for appointment - terms to expire May 2029

Natural Resources Conservation Board - 4 appointments - terms to expire March 2028

Park Board - 4 appointments - terms to expire March 2028

Planning Commission - 5 appointments - 4 terms to expire March 2028 and 1 term to expire March 2026

Senior Advisory Board - unlimited appointments - terms expire annually

### Staff Recommendation

Staff recommends mayor announce the appointments for the 2025/2026 boards and commission vacancies and by motion council confirm.

### Questions for Council

Council is asked to review and discuss applications received for the 2025 board and commission appointment process with the goal of making the appointments at the regular meeting later this evening.

### Attachment List

1. 2025 Applicant Rankings Worksheet
2. Board and Commission Appointment Policy - Adopted April 2024
3. Council and Commissions List - Terms Expiring 2025

2025 Board/Commission Rankings

Please indicate your top three (3) candidates per board/commission by placing either a 1, 2, or 3 in the blanks provided and return. *THANKS*

| WARD | APPLICANT NAME                      | NRCB                      | PARK BOARD                  | PLANNING                            | CHARTER                   | FIRE                   | SENIOR                |
|------|-------------------------------------|---------------------------|-----------------------------|-------------------------------------|---------------------------|------------------------|-----------------------|
| 2    | Aaron White                         |                           |                             | 1 <sup>st</sup> _____               |                           |                        |                       |
| 2    | Alexander Moe                       | 2 <sup>nd</sup> _____     | 1 <sup>st</sup> _____       |                                     |                           |                        |                       |
| 3    | Amanda Tshakert                     |                           | 2 <sup>nd</sup> _____       | 1 <sup>st</sup> _____               |                           |                        |                       |
| 2    | Amir Malik                          |                           |                             | 1 <sup>st</sup> _____               |                           |                        |                       |
| 2    | Angelina Tiedeman                   |                           |                             |                                     |                           |                        | 1 <sup>st</sup> _____ |
| 3    | Ashton Ramsammy                     |                           |                             | 1 <sup>st</sup> _____               | 2 <sup>nd</sup> _____     |                        |                       |
| 1    | Ayman Ali Khan                      |                           |                             | 1 <sup>st</sup> _____               |                           |                        |                       |
| 3    | Daniel Mock                         | 1 <sup>st</sup> _____     |                             | 2 <sup>nd</sup> _____               |                           |                        |                       |
| 2    | Doug Gramstad                       | 1 <sup>st</sup> _____     |                             |                                     |                           |                        |                       |
| 3    | Elijah Spraggins                    |                           |                             | 1 <sup>st</sup> _____               |                           | 2 <sup>nd</sup> _____  |                       |
| 1    | Jacob Geiselhart                    |                           | 2 <sup>nd</sup> _____       | 1 <sup>st</sup> _____               |                           |                        |                       |
| 2    | Jasen Howard                        |                           |                             | 1 <sup>st</sup> _____               | 2 <sup>nd</sup> _____     |                        |                       |
| 2    | Jessica Smith                       |                           |                             | 1 <sup>st</sup> _____               |                           |                        |                       |
| 1    | John Wawack                         |                           |                             | 1 <sup>st</sup> _____               |                           |                        |                       |
| 2    | Julie Gotham                        |                           |                             |                                     |                           | 1 <sup>st</sup> _____  |                       |
| 3    | Michael Mereness                    | 1 <sup>st</sup> _____     | 2 <sup>nd</sup> _____       |                                     |                           |                        |                       |
| 3    | Nancy Arntson                       |                           |                             | 1 <sup>st</sup> _____               |                           |                        | 2 <sup>nd</sup> _____ |
| 2    | Paul Edgett                         |                           |                             | 2 <sup>nd</sup> _____               |                           | 1 <sup>st</sup> _____  |                       |
| 3    | Trace Ludewig                       |                           |                             | 1 <sup>st</sup> _____               | 2 <sup>nd</sup> _____     |                        |                       |
| 3    | Zachary Arco                        | 2 <sup>nd</sup> _____     | 1 <sup>st</sup> _____       |                                     |                           |                        |                       |
| 3    | Alan Goracke <i>incumbent</i>       |                           |                             | 1 <sup>st</sup> _____               |                           |                        |                       |
| 3    | Carolyn Panning <i>incumbent</i>    | 1 <sup>st</sup> _____     |                             |                                     |                           |                        |                       |
| 1    | Gene Rafferty <i>incumbent</i>      | 1 <sup>st</sup> _____     |                             |                                     |                           |                        |                       |
| 2    | Jason Halpern <i>incumbent</i>      |                           |                             | 1 <sup>st</sup> _____               |                           |                        |                       |
| 2    | Jeffrey Lester <i>incumbent</i>     |                           | 1 <sup>st</sup> _____       | 2 <sup>nd</sup> _____               |                           |                        |                       |
| 3    | Kristofer Paulseth <i>incumbent</i> |                           | 1 <sup>st</sup> _____       |                                     |                           |                        |                       |
| 2    | Nichole Swanson <i>incumbent</i>    |                           |                             | 1 <sup>st</sup> _____               |                           |                        |                       |
| 3    | Tonya Lizakowski <i>incumbent</i>   |                           | 1 <sup>st</sup> _____       |                                     |                           |                        |                       |
|      |                                     | NRCB                      | PARK BOARD                  | PLANNING                            | CHARTER                   | FIRE                   | SENIOR                |
|      | # of appointments to be made        | 4                         | 4                           | 5                                   | Up to 7                   | 1                      | Unlimited*            |
|      |                                     | VACANCY (W1)              | VACANCY (W1) <i>Ford</i>    | VACANCY (W1) <i>Homan</i>           | VACANCY (W1) <i>Homan</i> | VACANCY <i>Donahoe</i> |                       |
|      |                                     | VACANCY (W2)              | <b>Lester</b> (W2) 2013     | VACANCY (W1) <i>Patrin-Deonauth</i> | <b>Lester</b>             |                        |                       |
|      |                                     | <b>Rafferty</b> (W1) 2012 | <b>Lizakowski</b> (W3) 2018 | <b>Goracke</b> (W3) 2008            | <b>D. Swanson</b>         |                        |                       |
|      |                                     | <b>Panning</b> (W3) 2018  | <b>Paulseth</b> (W3) 2018   | <b>Halpern</b> (W2) 2016            | <b>Tagarro</b>            |                        |                       |
|      |                                     |                           |                             | <b>N. Swanson</b> (W2) 2022         |                           |                        |                       |

1<sup>st</sup> - applicant's first choice of board/commission  
2<sup>nd</sup> - applicant's second choice of board/commission (if applicable)  
\* - all incumbents wish to be reappointed: Jane Conley, Diane Haugen, Joanne Lero, William Milkes, Manelle Morse, Donald Olson, Feyeso Ombe, Michelle Rice, Tom Ryan, Patricia Sandin, Jerry Schilling, Nellie Spexet, Dick Swanson, Karen Varian, Beth Weber



## **City of Blaine\_Council Policy**

### **Board/Commission Appointment Process and Structure**

**Purpose:** Boardmembers and commissioners are vital to the community and provide input and guidance on the many opportunities and issues Blaine faces as a growing community. Requirements for these volunteer positions include being a resident of Blaine, attending meetings, and having a community interest. In order to be most responsive to residents interested in serving on boards and commissions and to be able to be flexible during the recruitment, the appointment process previously outlined by ordinance was moved and included instead as a Council policy.

**Boards/Commissions:** The City's advisory boards and commissions include the Natural Resources Conversation Board, Park Advisory Board, Planning Commission and Traffic Commission. There are other ad hoc boards and commissions whose members are appointed but do not directly report to the City Council including the Charter Commission, Fire Board, and Senior Advisory Board, as well as community boards such as the Blaine Historical Society. Boards and commissions meet quarterly or as needed, based on a calendar and work plan created and approved by Council and implemented by staff. The exception to quarterly meetings is the Planning Commission who meets more frequently to act on land use applications and hold public hearings as required by Statute.

**Appointments:** Board/commission appointments are made annually by City Council based on each term's ending, typically March of each year. Appointments are made based on balanced ward representation where possible for up to two 3-year terms per member. The Council can by consensus deviate from these criteria and allow for differing ward representation and/or additional term(s). Council will determine the candidate review and interview process each appointment cycle based on the number of vacancies, reappointments, and applications received.

**Member Removal:** Members may be removed by the mayor if the removal is confirmed by a majority vote of the City Council. Current members who move from the council election ward they were appointed to will be allowed to complete their term with the approval of the mayor and the two councilmembers from the council election ward they moved from. Terms of current members who move outside the City shall end immediately.

**Board/Commission Structure:** Most boards/commissions are comprised of 7

members. Each board/commission will appoint their chair/vice chair and adopt rules for the transaction of its business which may include provisions for conducting public hearings and the filing of written testimony by the public if needed. With the assistance of staff, each board/commission will provide a public record of its proceedings which include the minutes of its meetings, its findings, and action taken on each matter heard by it, including the final recommendation.

**Stipend:** Board and commission members will be compensated at the rate of \$60 per meeting attended and \$75 per meeting attend for chairpersons, not to exceed two meetings per month.



**City of Blaine  
2024 Directory  
Council and Commissions**

**Charter Commission (Up to 15 Members)**

| <b>Name</b>                  | <b>Term Ends</b> |
|------------------------------|------------------|
| Jeffrey Lester, <b>Chair</b> | 5/25             |
| Ayman Ali Khan               | 5/27             |
| Ken Anderson                 | 5/27             |
| Tom Doran                    | 5/28             |
| Alan Goracke                 | 5/26             |
| Jason Halpern                | 5/28             |
| Jason Hartmann               | 5/26             |
| Terri Homan                  | 5/25             |
| Abdi Hussein                 | 5/28             |
| Dick Swanson                 | 5/25             |
| Arman Tagarro                | 5/25             |
| Nyle Zikmund                 | 5/27             |

**\*Natural Resources Conservation Board (7 Members)**

| <b>Name</b>                 | <b>Term Ends</b> | <b>Ward</b>    |
|-----------------------------|------------------|----------------|
| Gene Rafferty, <b>Chair</b> | 3/25             | Ward 1<br>2012 |
| Ken Anderson                | 3/27             | Ward 3<br>2023 |
| Jayson Dahl                 | 3/27             | Ward 3<br>2024 |
| Carolyn Panning             | 3/25             | Ward 3<br>2018 |
| Mary Jo Truchon             | 3/27             | Ward 3<br>2005 |
| VACANCY                     | 3/27             |                |
| VACANCY                     | 3/27             |                |

**Park Advisory Board (7 Members)**

| <b>Name</b>                    | <b>Term Ends</b> | <b>Ward</b>    |
|--------------------------------|------------------|----------------|
| Jeffrey Lester<br><b>Chair</b> | 3/25             | Ward 2<br>2013 |
| Amanda Van<br>Buren            | 3/27             | Ward 3<br>2023 |
| Chris Ford                     | 3/25             | Ward 1<br>2022 |
| Chad<br>Henderson              | 3/27             | Ward 2<br>2024 |
| Tonya<br>Lizakowski            | 3/25             | Ward 3<br>2018 |
| Amanda<br>Neubert              | 3/27             | Ward 3 2023    |
| Kristofer<br>Paulseth          | 3/25             | Ward 3<br>2018 |

**Planning Commission (7 Members)**

| <b>Name</b>                  | <b>Term<br/>Ends</b> | <b>Ward</b>    |
|------------------------------|----------------------|----------------|
| Alan Goracke<br><b>Chair</b> | 3/25                 | Ward 3<br>2008 |
| Terri Homan                  | 3/25                 | Ward 1<br>2011 |
| Jason Halpern                | 3/25                 | Ward 2<br>2016 |
| Jonathan<br>Gorzycki         | 3/26                 | Ward 2<br>2022 |
| Maisa Olson                  | 3/26                 | Ward 3<br>2015 |
| Lauren Patrin<br>Deonauth    | 3/25                 | Ward 1<br>2020 |
| Nichole<br>Swanson           | 3/25                 | Ward 2<br>2022 |