CITY OF NEW BRIGHTON
RAMSEY COUNTY, MINNESOTA

NOTICE OF COMPLETION OF VACATION PROCEEDINGS

The undersigned City Clerk of the City of New Brighton does hereby certify:

1. That the New Brighton City Council held a public hearing on October 24, 2023 and adopted Resolution No. 2023-088, a Resolution Approving the Vacation of Portions of Existing Road Easements (the "Resolution") in New Brighton, Ramsey County, Minnesota.

2. That due notice of the public hearing on the vacations that was held on October 24, 2023 was given to affected property owners as required by state statute.

3. That due notice of the public hearing on the vacations that was held on October 24, 2023 was published in the City's official newspaper as required by state statute.

4. The City Council approved the Resolution at its meeting on October 24, 2023.

5. That a true and correct copy of the Resolution is attached hereto as Exhibit A (the "Resolution").

6. That all conditions contained in the 2023 Resolution have been satisfied.

7. That the properties affected by the vacation proceedings are described on the attached Exhibit B.

8. That the vacation proceedings complied in all respects with the procedures specified in state statute.

Dated this 5th day of November, 2024.

Terri Spangrud, City Clerk

Drafted By:

Kennedy & Graven, Chartered (SJS)
150 South Fifth Street Suite 700
Minneapolis, MN 55402
(612) 337-9300

Return To:

Terri Spangrud, City Clerk
City of New Brighton
803 Old Highway 8 NW
New Brighton, MN 55112



EXHIBIT A

Resolution

[to be attached]

EXHIBIT B

Properties Affected

Parcel 1

PID: 18-30-23-24-0046
Address: 2250 26th Avenue NW

The south 140 feet of the north 1023 feet of the west 100 feet of the east 495 feet of the Southeast Quarter of the Northwest Quarter in Section 18, Township 30, Range 23, Ramsey County, Minnesota.

Parcel 2

PID: 18-30-023-24-0045
Address: 2550 22nd Terrace NW

The East 15 acres of the Southeast Quarter of the Northwest Quarter of Section 18, Township 30, Range 23, EXCEPT the north 883 feet thereof; EXCEPT the south 300 feet thereof; EXCEPT the west 100 feet thereof; and EXCEPT the east 247 feet thereof, Ramsey County, Minnesota.

Parcel 3
PID: 18-30-23-24-0059
Address: 2311 26th Avenue NW

The south 222 feet of the north 883 feet of the west 248 feet of the east 495 feet of the Southeast Quarter of the Northwest Quarter of Section 18, Township 30, Range 23, Ramsey County, Minnesota, according to the U.S. Government Survey thereof.

Parcel 4
PID: 18-30-23-24-0049
Address: 2590 Rice Creek Terrace

The west 147 feet of the east 394 feet of the north 661 feet of the Southeast Quarter of the Northwest Quarter of Section 18, Township 30, Range 23, Ramsey County, Minnesota.

RESOLUTION NO. 2024-105

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION ESTABLISHING THE UTILITY RATES, CHARGES AND INTERNAL LOANS FOR 2025

WHEREAS, the City operates Water, Sewer, Stormwater and Street Light Utilities; and

WHEREAS, the City operates a recycling program in conjunction with Ramsey County; and

WHEREAS, an analysis of the utility and recycling rates, operating costs, capital improvements has been conducted; and

WHEREAS, the rates will be effective with the customers' first quarter billed on or after January 1, 2025.

NOW, THEREFORE BE IT RESOLVED:

1. The 2025 utility rates shall be:

Water	
Single, two-family, and townhome residential properties	$4.39 per 1,000 gallons
All other properties	$5.67 per 1,000 gallons
Sewer	
Single, two-family, and townhome residential properties	$6.20 per 1,000 gallons
All other properties	$8.42 per 1,000 gallons
Storm Water:	
Single and two-family per lot	$23.72 per quarter
Townhome per unit	$23.72 per quarter
Park, cemetery, golf course	$6.50 per acre per quarter
School	$70.82 per acre per quarter
Mobile home park	$96.30 per acre per quarter
Church	$131.94 per acre per quarter
Apartment, condo, senior housing & nursing home	$157.22 per acre per quarter
Commercial, industrial, & warehouse	$294.67 per acre per quarter
Unimproved, vacant land	$ 0.00 per acre per quarter
Street Lights:	
Single and two-family per lot	$12.48 per quarter
Townhome per unit	$12.48 per quarter
All other properties	$37.45 per quarter
Recycling:	
Per household	$13.47 per quarter

2. The flat rate quarterly charge, which includes up to 8,000 gallons, shall be $35.12 for water and $49.60 for sewer for single, two-family, and townhome residences, and for all other properties shall be $45.36 for water and $67.36 for sewer.

3. Sewer charges for single, two-family and townhome residential properties shall be determined by the lesser of actual water usage or the winter quarter water usage. Winter quarter usage is included on February, March and April bills. If an irrigation meter is installed on the property, then actual usage will be charged. For all other types of properties, the sewer charges shall be based on the actual quarterly water usage.

4. A winter quarter usage assumption of 15,000 gallons will be used to determine sewer charges for single, two-family and townhome residential properties in the following instances: for a new account which did not exist at the time of the winter quarter, in the case of a change in ownership which occurs after the winter quarter, or when actual usage cannot be obtained during the winter quarter.

5. Whenever there is an outstanding balance on a customer's account as of the next business day after the due date, a fee of ten percent (10%) shall be charged on the entire outstanding balance.

6. The charges for miscellaneous items such as meters, repair work, and special services shall be equal to an amount which permits the City to recover the costs associated with the item identified on the current fee schedule.

7. When actual usage is not obtainable from a single, two-family, or townhome residential water meter, a fee of $125 per quarter per meter shall be charged and refundable if resolved within six months.

8. When actual usage is not obtainable from all other properties, a fee equal to 150% of the average quarterly water and sewer charges for that property shall be charged and refundable if resolved within six months.

9. The Finance Director is authorized to execute the following 2025 internal loans as included in the Utility Rate Analysis for the purpose of financing utility-related capital projects. Interest on the loans will accrue at a rate of 3% per annum with a commencement date of November 1, 2025. Principal and interest payments will be made in 20 equal semiannual installments on May 1 and November 1 of each year, with the first payment beginning on May 1, 2026. Repayment of the balance of the loans may be made in advance at any time:

    a. Up to $650,000 from the Community Reinvestment Fund to the Water Fund
    b. Up to $400,000 from the Community Reinvestment Fund to the Stormwater Fund
    c. Up to $200,000 from the Community Reinvestment Fund to the Streetlight Fund

Adopted this 10th day of December 2024 by the New Brighton City Council with a vote of 5 ayes and 0 nays.

Kari Niedfeldt-Thomas, Mayor

Attest:

Devin Massopust, City Manager

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-104
CITY OF NEW BRIGHTON
COUNTY OF RAMSEY
STATE OF MINNESOTA

RESOLUTION ADOPTING THE FINAL TAX LEVIES FOR TAXES PAYABLE IN 2025 FOR THE LAKE DIANE AND BICENTENNIAL POND STORM SEWER IMPROVEMENT TAXING DISTRICTS

WHEREAS, there are ongoing lake restoration improvements to Lake Diane and Bicentennial Pond, and

WHEREAS, the final 2025 Storm Sewer Improvement Taxing District tax levies will provide financing for potential projects in 2025.

NOW THEREFORE BE IT RESOLVED the final Storm Sewer Improvement Taxing District tax levies for taxes payable in 2025 shall be $3,750 for Lake Diane and $2,100 for Bicentennial Pond.

ADOPTED this 10th day of December 2024 by the New Brighton City Council with a vote of 5 ayes and 0 nays.

Kari Niedfeldt-Thomas, Mayor

ATTEST:

Devin Massopust, City Manager

Terri Spangrud
City Clerk

RESOLUTION NO. 2024-103

CITY OF NEW BRIGHTON
COUNTY OF RAMSEY
STATE OF MINNESOTA

RESOLUTION ADOPTING THE 2025 BUDGETS AND 2025-2034 CIP

WHEREAS, the 2025 Budget process has been completed; and

WHEREAS, key issues and financial strategies for the City's service levels and activities have been established and incorporated into the 2025 Budget; and

WHEREAS, the 2025 Budgets allocate resources and anticipate financing sources necessary to finance the services provided by these operations; and

WHEREAS, the City of New Brighton's budget for 2025 is $46,223,500, of which $24,022,300 is designated for property tax-supported programs in the General Fund;

NOW, THEREFORE BE IT RESOLVED THAT: The 2025 Budgets are approved and adopted as summarized herein:

General Fund	24,022,300
Internal Service Funds:	
Risk Management	941,800
Fleet	2,003,300
Non-Fleet	6,563,800
Information Technology	1,109,000
Pavement Management	429,800
Enterprise Funds:	
Water	4,572,100
Sewer	4,687,700
Storm Water	1,541,200
Street Lights	352,500
Total	**46,223,500**

BE IT FURTHER RESOLVED THAT: The Capital Improvement Plan for 2025-2034 is approved and adopted in the total amount of $121,785,300.

ADOPTED this 10th day of December 2024 by the New Brighton City Council with a vote of 5 ayes and 0 nays.



Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

Attest:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-102
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION ADOPTING THE FINAL TAX LEVY FOR TAXES PAYABLE IN 2025

WHEREAS, the 2025 Budget process has been completed; and

WHEREAS, key issues and financial strategies for the City's service levels and activities have been established and incorporated into the 2025 Budget; and

WHEREAS, the property tax levy is a significant financing source anticipated in the 2025 Budget; and

WHEREAS, State law requires that the City adopt and certify its final payable 2025 property tax levies to Ramsey County no later than December 30, 2024.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The final total citywide levy for taxes payable in 2025 in the amount of $15,153,200 is hereby adopted and shall be certified to the Ramsey County Auditor as follows:

General Fund	$ 14,493,200
Debt Service Funds	$ 660,000
Total Levy	**$ 15,153,200**

2. The City has authorized the early redemption of the 2015A bonds as of October 15, 2024 that reduces its payable 2025 and future debt levies to $0; the City shall make an irrevocable appropriation of money actually on hand in 2025 to the 2019A debt service fund in order to reduce its payable 2025 debt levy to $0; the City shall increase the 2025 debt levy to include the abatement portion of the 2021A levy; and the debt levies are hereby modified as follows:

Bond Issue	Original Principal	Date Issued	Levy Year 2024 Payable 2025 Debt Levy	Additions or Reductions by Resolution	2025 Certified Debt Levy
GO IMP 2015A	$1,695,000	25-Mar-15	$149,552.70	($149,552.70)	$0
GO IMP 2019A	$3,075,000	09-Aug-19	$383,965.35	($383,965.35)	$0
GO Tax Abatement, 2021A	$9,875,000	27-Jul-21	$225,014.25	$434,985.75	$660,000.00
			$758,532.30	($98,532.30)	$660,000.00

ADOPTED this 10th day of December, 2024 by the New Brighton City Council with a vote of 5 ayes and 0 nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-101

STATE OF MINNESOTA

COUNTY OF RAMSEY

CITY OF NEW BRIGHTON

RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT FOR THE SALE OF CITY-OWNED PROPERTY TO UNITED PROPERTIES DEVELOPMENT LLC

WHEREAS, the City of New Brighton (the "City") is the owner of property located near the Southeast quadrant of the intersection of 14th Street Northwest and Old Highway 8 (C.S.A.H. No. 77), located in the City of New Brighton, State of Minnesota, totaling approximately 17.39 acres or 757,500 square feet, which is depicted on the attached Exhibit A (the "Property"); and

WHEREAS, the City would like to convey the Property to United Properties Development LLC, a Minnesota limited liability company (the "Buyer"); and

WHEREAS, the City and the Buyer desire to enter into a purchase and sale agreement, pursuant to which the City will convey the Property to the Buyer; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Brighton:

1. That the City Council hereby approves the Purchase and Sale Agreement in substantially the form presented to the City Council, subject to modifications and addenda that do not alter the substance of the transaction and that are approved by the Mayor and the City Manager.

2. City officials, staff, and consultants are authorized to take all actions necessary to perform the City's obligations under the Purchase and Sale Agreement as a whole, including, without limitation, execution of any documents to which the City is a party referenced in or attached to the Purchase and Sale Agreement, and any other documents necessary for the Property to be conveyed by the City to the Buyer, as all described in the Purchase and Sale Agreement.

ADOPTED this 10th day of December, 2024, by the New Brighton City Council with a vote of 5 ayes and 0 nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

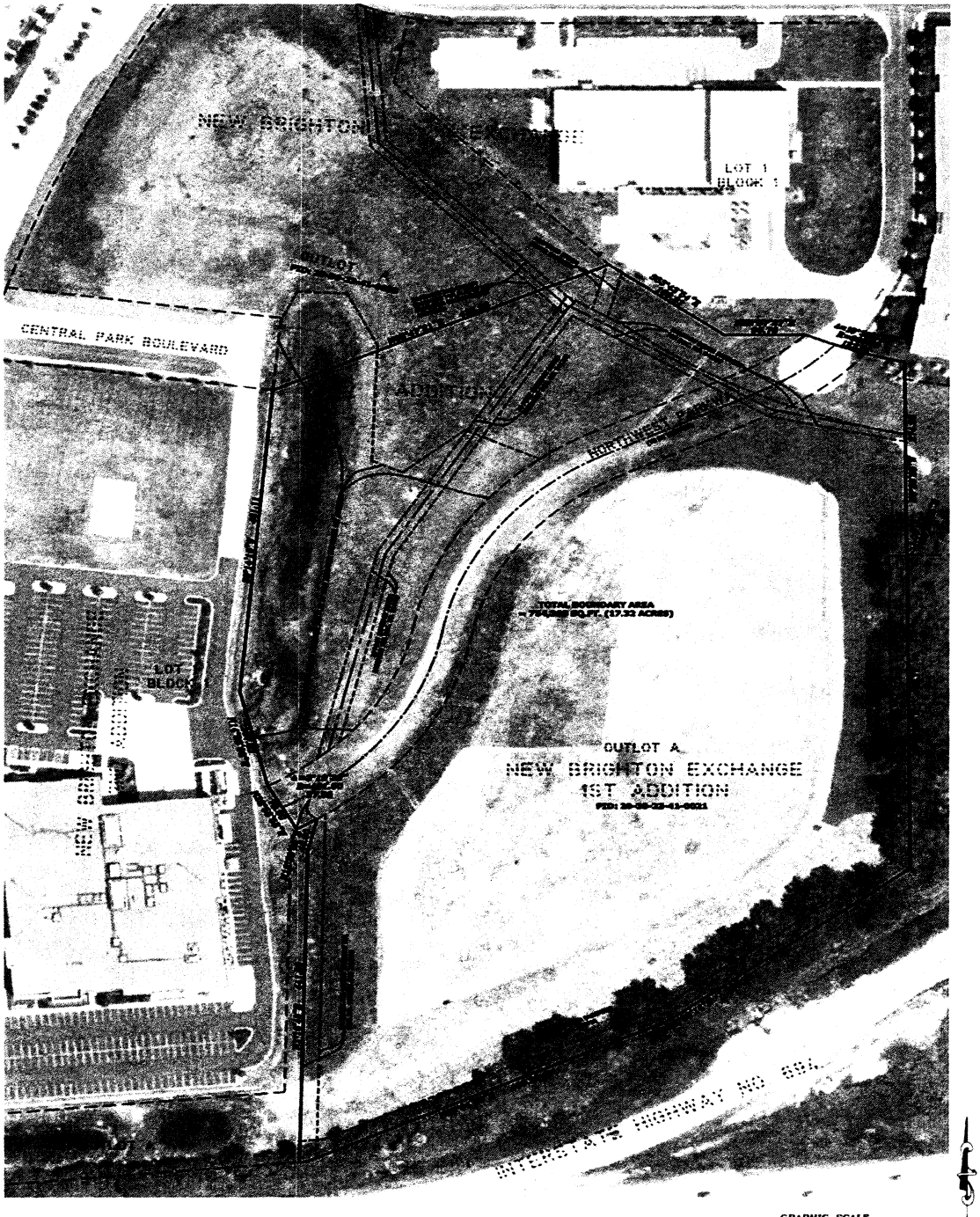
Terri Spangrud, City Clerk

EXHIBIT A

Depiction of the Property

PARCEL EXHIBIT

~for~ THE CITY OF NEW BRIGHTON



Resolution No. 2024- 100

State of Minnesota
County of Ramsey
City of New Brighton

RESOLUTION ACCEPTING BIDS AND AWARD OF CONTRACT FOR CITY PROJECT 24-5, FORESTDALE TOWER RECONDITIONING

WHEREAS, pursuant to advertisement in the ***Pioneer Press*** and online at http://www.QuestCDN.com, bids for the above mentioned improvement were received, opened, and read aloud by KLM Engineering at 2:00 p.m., November 21, 2024, complying with the advertisement; and

WHEREAS, the lowest bidder meeting bid specifications was found to be **Tanksco, Inc.** with a total bid of **$432,000.00.**

NOW THEREFORE BE IT RESOLVED by the City Council of the City of New Brighton, Minnesota:

1. That the Mayor and City Manager are hereby authorized and directed to enter into a contract with Tanksco, Inc. in the name of the City of New Brighton for City Project 24-5, Forestdale Tower Reconditioning.

Adopted this 10th day of December, 2024, by the New Brighton City Council with a vote of 5 ayes and 0 nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-099
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION APPROVING A SUMMARY PUBLICATION FOR ORDINANCE NO. 915

WHEREAS, the City Council of the City of New Brighton has adopted the above referenced ordinance 915 Amending the City's Fee Schedule and Establishing Fees for 2025; and

WHEREAS, Minnesota Statutes, section 412.191, subdivision 4 allows publication by title and summary in the case of lengthy ordinances or those containing maps or charts; and

WHEREAS, the City Council believes that the following summary would clearly inform the public of the intent and effect of Ordinance No. 915;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton that the following summary of Ordinance No. 915 shall be published in the official newspaper in lieu of the entire ordinance:

SUMMARY PUBLICATION

Ordinance No. 915
Amending the City's Fee Schedule Establishing Fees for 2025

Ordinance No. 915 was adopted by the City Council of the City of New Brighton on December 10, 2024, amending the City's Fee Schedule establishing fees and rates for 2025. The full ordinance is available via email request. Contact City Clerk Terri Spangrud at terri.spangrud@newbrightonmn.gov or 651-638-2045 for more information.

ADOPTED this 10th day of December 2024 by the New Brighton City Council with a vote of 5 ayes and 0 nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk



City of New Brighton

Fee Schedule

Effective January 1, 2025

New Brighton 2025 Fee Schedule

ADMINISTRATIVE FEES:

Description	2024	2025
An administrative fee may be charged for services not spcifically identified in the Fee Schedule as deemed appropriate by the City Manager.		
An administrative fee may be added to the charges in the Fee Schedule for those situations where the specified fee does not adequately compensate the City.		
Examples of fees for the more common requests are shown below. (Fees do not include sales tax - sales tax will be charged in addition if applicable)		
Notary (price per copy)	$5.00	$5.00
Copies:		
1 - 4 pages b/w 8 1/2" by 11" or 8 1/2" by 14" sheet*	$0.00	$0.00
per additional one b/w 8 1/2" by 11" or 8 1/2" by 14" sheet*	$0.25	$0.25
per additional one b/w 8 1/2" by 11" or 8 1/2" by 14" sheet double sided*	$0.50	$0.50
per one b/w 11" by 17" sheet*	$0.50	$0.50
per one color 8 1/2" by 11" or 8 1/2" by 14" sheet*	$0.50	$0.50
per one color 8 1/2" by 11" or 8 1/2" by 14" sheet double sided*	$1.00	$1.00
per one color 11" by 17" sheet*	$1.00	$1.00
24" x 36" sheet (engineering copier/maps)	$30.00	$30.00
Other data formats, not listed	**Actual cost**	**Actual cost**
* Requests for paper documents exceeding 100 pages or for electronic documents will include a charge for staff time. All requests exceeding $50 require prepayment.		
Returned Check or ACH Charge	$30.00	$30.00
License Bureau and Passports Office:		
Printed Passport Photo	$15.00	$15.00
Digital Passport Photo	$15.00	$15.00
Both Printed and Digital Passport Photos	$25.00	$25.00
All other fees and rates are determined by the Department of State, Minnesota Department of Natural Resources and the Minnesota Department of Public Safety, Driver and Vehicle Services		

New Brighton 2025 Fee Schedule

ADMINISTRATIVE FEES SCHEDULE OF HOURLY RATES:

Description	Hourly Rate	Examples
MNGDPA Compliance Official This category includes employees who perform routine data retrieval tasks. These individuals are trained to handle public data requests and process straightforward requests efficiently, ensuring compliance with the Minnesota Government Data Practices Act (MGDPA).	$56.36	* Copies of resolutions or ordinances * Retrieval from permit and other databases *General requests for public data
MNGDPA Responsible Authority This category includes employees authorized to handle complex data requests, particularly those involving mixed data classifications or additional analysis. These individuals are well-versed in statutory requirements and are responsible for ensuring data classification compliance.	$85.05	* Requests requiring detailed searches across multiple departments * Requests involving a mix of public, private, or non-public data. (Note: Redaction time cannot be billed.)
Employees with Security Clearance This category includes employees with specific security clearance and expertise required to access sensitive or secure data. These employees manage requests involving highly regulated data as well as technologically complex retrieval tasks.	$97.43	* Retrieval of security footage from City-owned systems * Data involving sensitive personnel matters or security issues *Requests for detailed geographic or engineering data requiring advanced system access

New Brighton 2025 Fee Schedule

BUSINESS / COMMERCIAL LICENSES

Description	2024	2025
Amusement Center	$1,915.00	$1,915.00
Courtesy benches within right-of-ways:		
Initial inspection per bench	$30.00	$30.00
Initial permit per bench	$35.00	$35.00
Annual permit renewal per bench	$30.00	$30.00
Electronic Game	$22.00	$22.00
Tobacco Sales	$345.00	$345.00
Investigative background fee for one person (single owner / manager)	$375.00	$375.00
Investigative background fee if multiple individuals serve as an owner / manager	$500.00	$500.00
Investigative background fee for an ownership change	$250.00	$250.00
Garbage & Trash	$295.00	$295.00
New & Used Cars	$235.00	$235.00
Gasoline Pumps	$260.00	$260.00
Equipment Rental	$235.00	$235.00
X-mas tree sales permit	$94.00	$94.00
X-mas tree clean-up deposit (refundable after clean up)	$500.00	$500.00
Pawnbroker - annual	$6,000.00	$6,000.00
Secondhand good dealer - annual:		
Single dealer	$6,000.00	$6,000.00
Multiple dealer-per dealer	$6,000.00	$6,000.00
Investigation fee for pawnbroker & secondhand goods dealer	$575.00	$575.00
Therapeutic Massage Salon - accessory use	$140.00	$140.00
Personal Service - therapeutic massage	$75.00	$75.00
Investigation fee for all therapeutic massage licenses if investigation is conducted within the State, or actual cost not to exceed $10,000 if investigation is required outside the State. (Sec. 4-115(a))	$375.00	$375.00
Local Gambling Permit	$100.00	$100.00

New Brighton 2025 Fee Schedule

INTOXICATING LIQUOR LICENSES

Description	2024	2025
On-Sale Sunday	$200.00	$200.00
On-Sale Small Establishment	$5,200.00	$5,200.00
Plus $125 for each 100 square feet or part thereof of interior public area in excess of 1500 square feet		
On Sale Medium Restaurant	$6,500.00	$6,500.00
Plus $125 for each 100 square feet or part thereof of interior public area in excess of 2500 square feet		
On Sale - Large Restaurant	$9,000.00	$9,000.00
Plus $125 for each 100 square feet or part thereof of interior public area in excess of 5000 square feet, provided however, that the fee for interior public area in excess of 5000 square fee shall be $41.00 for each 100 square feet or part thereof of such interior public area which meets all of the following requirements as demonstrated by the applicant, based on the prior license year. a) such interior public area is a room which is separated from the usual bar and restaurant area and is used primarily for special scheduled events of organized groups. b) the licensee is a non-profit corporation c) a majority of events conducted in such room do not include or involve the sale of intoxicating liquor or wine. d) on at least 25% of the days on which such room is used without charge by a non-profit, charitable, educational, governmental or community organization other than the licensee.		
On Sale - Hotels and Motels	$7,300.00	$7,300.00
Plus $100 for each 100 square feet or part thereof of interior public area in excess of 5000 square feet. The computation of interior public area shall exclude guest rooms, but room service is permitted under the license.		
Temporary On Sale	$100.00	$100.00
On Sale - Club Members		
1-200	$300.00	$300.00
201-500	$500.00	$500.00
501-1000	$650.00	$650.00
1001-2000	$800.00	$800.00
2001-4000	$1,000.00	$1,000.00
4001-6000	$2,000.00	$2,000.00
6001 or more	$3,000.00	$3,000.00
On Sale - Wine		
This fee is based on the following seating capacity:		
25 Persons	$650.00	$650.00
Over 25 persons, plus for each 10 persons capacity in excess of 25 or any fraction thereof a fee of $125 shall be collected with a maximum fee of $2000		
On Sale - Microdistillery Cocktail Room	$500.00	$500.00
On Sale - Brewer Taproom	$500.00	$500.00
Off Sale	$200.00	$200.00
Off Sale - Microdistillery	$200.00	$200.00
Off Sale - Small Brewer	$200.00	$200.00
Exterior Public Area	$650.00	$650.00
Additional fee shall be required for any restaurant, motel, or hotel having an exterior public area. This fee is in addition to any maximum fee required under another section of this resolution.		

New Brighton 2025 Fee Schedule

INTOXICATING LIQUOR LICENSES

Description	2024	2025
Investigative Fees-Original Application (Sec 4-115(a))		
If investigation is conducted within the State, or actual cost not to exceed $10,000 if the investigation is required outside the State. Same as 4-115(a)	$500.00	$500.00
Investigative Fees - Additional Investigations (Per Sect. 4-115(b) Ownership)	$250.00	$250.00
Investigative Fees - Add'l Investigations (Per Sect. 4(b) Alterations) If the investigation is conducted with the State, or actual cost not to exceed $10,000 if the investigation is required outside the State.		
Public Premise liquor license		
New Brighton business	$100.00	$100.00
Adjacent community business	$200.00	$200.00
Per-event		
Brew Pub license This fee is based on the following seating capacity:		
25 Persons	$650.00	$650.00
Over 25 persons, plus for each 10 persons capacity in excess of 25 or any fraction thereof a fee of $125 shall be collected with a maximum fee of $2000		
3.2 Percent Malt Liquor:		
Malt Liquor/On-Sale	$370.00	$370.00
Malt Liquor/Off-Sale	$165.00	$165.00
Malt Liquor/Off-Sale Temporary	$110.00	$110.00
Investigative background fee for all applicants of new 3.2 Percent Malt Licenses if investigation is conducted within the State, or actual cost not to exceed $10,000 if investigation is required outside the State. (Sec. 4-115(a))	$500.00	$500.00
Drink set-up	$465.00	$465.00

New Brighton 2025 Fee Schedule

BUILDING PERMITS:

Building permit fees may be doubled if work starts before the permit is issued.

Refund Policy for all permits

A written request from the applicant of the permit must be received by the Building Official before a refund can be processed. The permit will be refunded up to 80% of the permit fee after authoriztion by the Building Official and City Council per Article 5 of the City Code.

Description	2024	2025
GENERAL WORK: BUILDING/FIRE SPRINKLER AND ALARM FEES		
Building permit issuance charge (Base Charge)	$31.00	$31.00
Sprinkler permit issuance charge (Base fee)	$31.00	$31.00
Value of Work (Additional Charge):		
$1 to $500	$31.00	$31.00
$501 to $2,000	$31.00 for the first $500 plus $3.80 for each add'l $100 or fraction thereof up to & including $2,000	$31.00 for the first $500 plus $3.80 for each add'l $100 or fraction thereof up to & including $2,000
$2,001 to $25,000	$88.00 for the first $2,000 plus $18.00 for each add'l $1,000 or fraction thereof up to & including $25,000	$88.00 for the first $2,000 plus $18.00 for each add'l $1,000 or fraction thereof up to & including $25,000
$25,001 to $50,000	$488.00 for the first $25,000 plus $12.50 for each add'l $1,000 or fraction thereof up to & including $50,000	$488.00 for the first $25,000 plus $12.50 for each add'l $1,000 or fraction thereof up to & including $50,000
$50,001 to $100,000	$804.50 for the first $50,000 plus $8.50 for each add'l $1,000 or fraction thereof up to & including $100,000	$804.50 for the first $50,000 plus $8.50 for each add'l $1,000 or fraction thereof up to & including $100,000
$100,001 to $500,000	$1,249.00 for the first $100,000 plus $7.00 for each add'l $1,000 or fraction thereof up to & including $500,000	$1,249.00 for the first $100,000 plus $7.00 for each add'l $1,000 or fraction thereof up to & including $500,000
$500,001 to $1,000,000	$4,091.00 for the first $500,000 plus $5.60 for each add'l $1,000 or fraction thereof up to & including $1,000,000	$4,091.00 for the first $500,000 plus $5.60 for each add'l $1,000 or fraction thereof up to & including $1,000,000
$1,000,001 and up	$6,985.60 for the first $1,000,000 plus $4.50 for each add'l $1,000 or fraction thereof.	$6,985.60 for the first $1,000,000 plus $4.50 for each add'l $1,000 or fraction thereof.
Residential plan review fee	50% of permit fee (does not apply on jobs valued at less than $200.00)	50% of permit fee (does not apply on jobs valued at less than $200.00)
Commercial plan review fee due at the time plan is dropped off	65% of permit fee	65% of permit fee
Fire commercial review when valuation is under $2000	Not required	Not required
Administrative Fee	$17.00	$17.00
State Surcharge Fee	.0005% x valuation of job (minimum fee = $1.00)	.0005% x valuation of job (minimum fee = $1.00)
Footing/foundation permit prior to full permit issuance - Residential & Commercial	Based on Valuation of a full building permit, minus the plan review, plus a full building permit upon the issuance of the shell permit.	Based on Valuation of a full building permit, minus the plan review, plus a full building permit upon the issuance of the shell permit.
Certificate of Occupancy - Temporary	Escrow equal to the remaining zoning requirements	Escrow equal to the remaining zoning requirements

New Brighton 2025 Fee Schedule

BUILDING PERMITS:

Building permit fees may be doubled if work starts before the permit is issued.

Refund Policy for all permits

A written request from the applicant of the permit must be received by the Building Official before a refund can be processed. The permit will be refunded up to 80% of the permit fee after authoriztion by the Building Official and City Council per Article 5 of the City Code.

Description	2024	2025
GENERAL WORK: BUILDING/FIRE SPRINKLER AND ALARM FEES		
Site Assessment for Fire Works	$100.00	$100.00
Temp Membrane Structure, Tents & Canopies - Greater than 120 Sq Ft	$88.50	$88.50
Demolition	$79.00 flat fee for residential, valuation based for non-residential with $79 minimum fee	$79.00 flat fee for residential, valuation based for non-residential with $79 minimum fee
PLUMBING		
Sump pump inspection	$63.00	$63.00
Plumbing permit issuance charge	Minimum $52.50 or 1.5% of project cost or which ever is greater	Minimum $52.50 or 1.5% of project cost or which ever is greater
Water Heater	$52.50	$52.50
Water Softener	$52.50	$52.50
RPZ (Backflow Device)	$58.00	$58.00
Administrative Fee	$17.00	$17.00
Commercial Plan Review Fee	City will review plans that are valued less than $1,500.00.	City will review plans that are valued less than $1,500.00.
State Surcharge Fee	.0005% x valuation of job (minimum fee = $1.00)	.0005% x valuation of job (minimum fee = $1.00)
MECHANICAL		
Mechanical permit issuance fee	$47.50	$47.50
Mechanical Permit	1.5% of contract cost	1.5% of contract cost
Residential New Construction; 1 & 2 family dwelling	$132.50	$132.50
Furnace	$47.50	$47.50
Gas/Electric Range	$47.50	$47.50
Gas Piping	$47.50	$47.50
Air Conditioning	$47.50	$47.50
Gas Line / Fireplace	$68.00	$68.00
Other	$47.50	$47.50
Commercial & Industrial	Maximun of $47.50 or 1.5% of the improvement cost whichever is greater	Maximun of $47.50 or 1.5% of the improvement cost whichever is greater
Temp heat permit	$105.00	$105.00
Commercial Plan Review Fee	45% of Permit Fee	45% of Permit Fee
Accelerated review (Total x 2) Review completed within 15 business days or ½ of the submitted fee refunded		
Administrative Fee	$17.00	$17.00
State Surcharge Fee	.0005% x valuation of job (minimum fee = $1.00)	.0005% x valuation of job (minimum fee = $1.00)

New Brighton 2025 Fee Schedule

BUILDING PERMITS:

Building permit fees may be doubled if work starts before the permit is issued.

Refund Policy for all permits

A written request from the applicant of the permit must be received by the Building Official before a refund can be processed. The permit will be refunded up to 80% of the permit fee after authoriztion by the Building Official and City Council per Article 5 of the City Code.

Description	2024	2025
BUILDING MOVING FEES		
Pre-inspection fee	$79.00	$79.00
Moving Principle Building into City	$316.00	$316.00
Moving over private property	$31.00	$31.00
Moving over public streets		
Larger than 12 ft high, 14 feet wide, 25 Feet long	$79.00	$79.00
No larger than 12 feet high, 14 feet wide, 25 Feet long	$42.00	$42.00
EXCAVATING / GRADING FEES		
50 cubic yards or less	$44.50	$44.50
51 to 100 cubic yards	$51.50	$51.50
101 to 1,000 cubic yards*	$50.00 for first 100 cubic yards, plus $11.00 for each additional 100 yards or fration thereof.	$50.00 for first 100 cubic yards, plus $11.00 for each additional 100 yards or fration thereof.
1,001 to 10,000 cubic yards	$175.00 for first 1000 cubic yards, plus $9.00 for each additional 1000 yards or fration thereof.	$175.00 for first 1000 cubic yards, plus $9.00 for each additional 1000 yards or fration thereof.
10,001 to 100,000 cubic yards	$287.00 for first 1000 cubic yards, plus $42.00 for each additional 10,000 yards or fration thereof.	$287.00 for first 1000 cubic yards, plus $42.00 for each additional 10,000 yards or fration thereof.
100,001 + cubic yards or more	$697.50 for first 100,000 cubic yards, plus $24.00 for each additional 100,000 yards or fration thereof.	$697.50 for first 100,000 cubic yards, plus $24.00 for each additional 100,000 yards or fration thereof.
* Over 100 Cubic Yards is required to pull a SWWPP Permit		
Administrative Fee	$17.00	$17.00
OTHER INSPECTION FEES		
Inspections outside of normal business hours *	$95/Hr.	$95/Hr.
(Minimum charge - two hours)		
Reinspection fees	$79/Hr.	$79/Hr.
Inspections for which no fee is specifically indicated	$79/Hr.	$79/Hr.
Additional plan review required by changes,	$79/Hr.	$79/Hr.
Additions or revisions to plans (Minimum charge one hour)		
Change of address.	$42.00	$42.00

* Or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages fringe benefits of the employee involved.

New Brighton 2025 Fee Schedule

BUILDING PERMITS:

Building permit fees may be doubled if work starts before the permit is issued.

Refund Policy for all permits

A written request from the applicant of the permit must be received by the Building Official before a refund can be processed. The permit will be refunded up to 80% of the permit fee after authoriztion by the Building Official and City Council per Article 5 of the City Code.

Description	2024	2025
WATER AND SEWER CONNECTION FEES		
MCES Fee (per SAC)	$2,485.00	$2,485.00
City Sewer Maintenance Fee (per SAC)	$103.00	$103.00
Please see Public Works for additional Sewer Access and Water connection charges		
MANUFACTURED HOMES		
Manufactured Home Set-Up	$79.00	$79.00
Manufactured home Inspection Sell/Buy	$131.50	$131.50
Each Additional Width Set-Up	$16.00	$16.00
Administrative Fee	$17.00	$17.00
State Surcharge Fee	.0005% x valuation of job (minimum fee = $1.00)	.0005% x valuation of job (minimum fee = $1.00)

New Brighton 2025 Fee Schedule

ELECTRICAL PERMITS:

ELECTRICAL PERMIT FEES ARE DOUBLED IF THE WORK STARTS BEFORE THE PERMIT IS ISSUED

Refund Policy for all permits
A written request from the applicant of the permit must be received by the Building Official before a refund can be processed. The permit will be refunded up to 80% of the permit fee after authoriztion by the Building Official and City Council per Article 5 of the City Code.

Description	2024	2025
RESIDENTIAL (Single Family Homes, Apartments, Condominiums, and Assisted Living)		
HOMEOWNERS AND CONTRACTORS: Complete an electrical permit form available from the Building Inspection Department. Add $1.00 for State surcharge to total cost of each permit. **The fee is the total of the listed fees or the total number of inspection trips x $50.00, whichever is GREATER.**		
Note: The residentail electrical rates for 2023 have been restuctured, therefore the 2022 rates are not available for comparison and are marked N/A.		
Residential panel replacement	$110.00	$110.00
Residential sub-panel	$50.00	$50.00
New service or power supply:		
0 to 300 Amp	$55.00	$55.00
400 Amp	$71.00	$71.00
Added fee for each additional 100 amps	$16.00	$16.00
Circuits and Feeders:		
0 - 100 Amp	$9.00	$9.00
101 - 200 Amp	$15.00	$15.00
Added fee for each additional 100 amps	$6.00	$6.00
Minimum Fee: Minimum permit fee is $50.00 plus $1.00 State surcharage. This is for one inspection only. Minimum fee for rough-in and final inspection is $100.00 plus $1.00 State surcharge		
Maximum Fee: The maximum fee for single family dwelling or townhouse not over 200 amps (no max if service is over 200 amps) is $200.00 plus $1.00 State surcharge. Maximum of 2 rough-in's and 1 final inspection. Failed inspections are an additional $50.00 each.		
Apartment Buildings Fee per unit of an apartement or condominium complex. This fee does not cover service, unit feeders, or house panels.	$90.00 per unit	$90.00 per unit
Swimming Pools and Hot Tub Additions	$100.00 Plus circuits at $9.00 each. This includes two (2) inspections	$100.00 Plus circuits at $9.00 each. This includes two (2) inspections
Remodels and Basement Refinishes	$100.00 Fee includes up to ten (10) circuits and two (2) inspections	$100.00 Fee includes up to ten (10) circuits and two (2) inspections
Residential Accessory Structures	The greater of $55.00 for panel plus $9.00 per circuit OR $100 for two (2) inspections.	The greater of $55.00 for panel plus $9.00 per circuit OR $100 for two (2) inspections.
Street and Parking Lot Lights	$5.00 per each standard	$5.00 per each standard

New Brighton 2025 Fee Schedule

ELECTRICAL PERMITS:

ELECTRICAL PERMIT FEES ARE DOUBLED IF THE WORK STARTS BEFORE THE PERMIT IS ISSUED

Refund Policy for all permits
A written request from the applicant of the permit must be received by the Building Official before a refund can be processed. The permit will be refunded up to 80% of the permit fee after authoriztion by the Building Official and City Council per Article 5 of the City Code.

Description	2024		2025	
Transformers and Generators	$5.00	up to 10 kva	$5.00	up to 10 kva
	$45.00	11 kva to 74 kva	$45.00	11 kva to 74 kva
	$60.00	75 kva to 299 kva	$60.00	75 kva to 299 kva
	$165.00	Over 299 kva	$165.00	Over 299 kva
Retrofit Ligthing	$0.85	per fixture	$0.85	per fixture
Sign Transformer or Driver	$9.00	per transformer	$9.00	per transformer
Low Voltage fire alarm, low voltage heaing and air conditioning control wiring	$0.85	per device	$0.85	per device
Residing jobs	$50.00	for the first unit	$50.00	for the first unit
	$35.00	for each additional unit	$35.00	for each additional unit
Re-inspection Fee in addition to all other fees	$50.00	per reinspection	$50.00	per reinspection
Solar Fees	$90.00	0 kw to 5 kw	$90.00	0 kw to 5 kw
	$150.00	>5 kw to 10 kw	$150.00	>5 kw to 10 kw
	$225.00	>10 kw to 20 kw	$225.00	>10 kw to 20 kw
	$300.00	>20 kw to 30 kw	$300.00	>20 kw to 30 kw
	$375.00	>30 kw to 40 kw	$375.00	>30 kw to 40 kw
		For each additional 10 kws or fraction thereof		For each additional 10 kws or fraction thereof
	$25.00	beyond 40 kw	$25.00	beyond 40 kw
Electronic Inspection fee for specific items only: furnace, air conditioning, bath fan, fireplace, or receptacle for water heater vent	$40.00		$40.00	

In General:
Refunds MUST be requested in writing. No refunds unless more than the minimum fee. Refunds are minus the City's 20% handling fee.
Minimum fee permits expire in six (6) months
Permits over the minimum fee and up to $250 expire in one (1) year

New Brighton 2025 Fee Schedule

ELECTRICAL PERMITS:

ELECTRICAL PERMIT FEES ARE DOUBLED IF THE WORK STARTS BEFORE THE PERMIT IS ISSUED

Refund Policy for all permits
A written request from the applicant of the permit must be received by the Building Official before a refund can be processed. The permit will be refunded up to 80% of the permit fee after authoriztion by the Building Official and City Council per Article 5 of the City Code.

Description	2024		2025	
COMMERCIAL				
Valuaation $1 to $1,000	$50.00	per trip	$50.00	per trip
Valuation >$1,000 to $2,000	$50.00	for the first $1,000, plus $3.25 for each additional $100 or fraction thereof up to and including $2,000	$50.00	for the first $1,000, plus $3.25 for each additional $100 or fraction thereof up to and including $2,000
Valuation >$2,000 to $25,000	$82.00	for the first $2,000, plus $14.85 for each additional $1,000 or fraction thereof up to and including $25,000	$82.00	for the first $2,000, plus $14.85 for each additional $1,000 or fraction thereof up to and including $25,000
Valuation >$25,000 to $50,000	$423.55	for the first $25,000, plus $10.70 for each additional $1,000 or fraction thereof up to and including $50,000	$423.55	for the first $25,000, plus $10.70 for each additional $1,000 or fraction thereof up to and including $50,000
Valuation >$50,000 to $100,000	$691.05	for the first $50,000, plus $7.45 for each additional $1,000 or fraction thereof up to and including $100,000	$691.05	for the first $50,000, plus $7.45 for each additional $1,000 or fraction thereof up to and including $100,000
Valuation >$100,000 to $500,000	$1,063.55	for the first $100,000, plus $6.00 for each additional $1,000 or fraction thereof up to and including $500,000	$1,063.55	for the first $100,000, plus $6.00 for each additional $1,000 or fraction thereof up to and including $500,000
Valuation >$500,000 to $1,000,000	$3,463.55	for the first $500,000, plus $5.10 for each additional $1,000 or fraction thereof up to and including $1,000,000	$3,463.55	for the first $500,000, plus $5.10 for each additional $1,000 or fraction thereof up to and including $1,000,000
Valuation >$1,000,000 and up	$6,013.55	for the first $1,000,000, plus $4.00 for each additional $1,000 or fraction thereof	$6,013.55	for the first $1,000,000, plus $4.00 for each additional $1,000 or fraction thereof
Reinspection Fee (in addition to all other fees)	$50.00	per reinspection	$50.00	per reinspection
Investigation Fee (working without permit): fee(s) are doubled				
Refunds issued only for permits over:	$100.00		$100.00	
State Surcharge	$1.00		$1.00	

New Brighton 2025 Fee Schedule

CONSTRUCTION & HOUSING LICENSES:

Description	2024	2025
CONSTRUCTION LICENSES:		
These license fees shall be as specified here except as pre-empted by the State.		
Mechanical	$80.00	$80.00
Excavator	$80.00	$80.00
Sign & Billboard	$80.00	$80.00
Other	$80.00	$80.00
RENTAL HOUSING LICENSE FEES *		
Single Family Home Rentals and Duplex Rentals		
Single Family and 1/2 Duplex Rentals -- Inspection Year	$200.00	$200.00
Duplex Rentals (both sides) -- Inspection Year	$220.00	$220.00
NON inspection year renewal	$50.00	$50.00
Multiple Family Housing (3+ units)		
Permit Admin Fee (all permits)	$140.00	$140.00
Base fee per unit	$21.00	$21.00
Reinspection Fee (No prorating of yearly license fees)	$315.00	$315.00
Provisional Fee per unit	$25.00	$25.00
* License Late fee -- In addition to all applicable license charges, a late fee will be applied to rental license applications received after the renewal deadline, and/or to rental license applications received more than 30 days following an ownership change	$150.00	$150.00
MULTIPLE FAMILY HOUSING STABILITY PROGRAM:		
Base fee per unit	$12.00	$12.00
OTHER SPECIFIC FEES:		
Solar installation permit	$100.00	$100.00

New Brighton 2025 Fee Schedule

PLANNING & ZONING FEES:

Description	2024	2025
SUBDIVISIONS		
Administrative Lot Split (lot line adjustment)	$400.00	$400.00
Minor Subdivision/Lot Split		
base fee	$300.00	$300.00
plus per lot charge	$85.00	$85.00
Preliminary Plat		
base fee	$600.00	$600.00
plus per acre charge (capped at five acres)	$150.00	$150.00
minimum escrow (for plats over five acres)	$2,500.00	$2,500.00
Final Plat	$500.00	$500.00
Planned Unit Development (PUD)		
Preliminary Phase (PUD)	$1,260.00	$1,260.00
minimum escrow	$2,500.00	$2,500.00
Final Phase (PUD)	$700.00	$700.00
Planned Residential Development (PRD)		
Preliminary PRD Phase		
base fee	$1,000.00	$1,000.00
minimum escrow	$2,500.00	$2,500.00
Final PRD Phase	$700.00	$700.00
Park dedication fee (Residential Per D.U.)	$1,825.00	$1,825.00
Park dedication fee (Commercial / Industrial per acre)	$13,445.00	$13,445.00
LAND USE		
Comprehensive plan amendment	$900.00	$900.00
Rezoning	$900.00	$900.00
Zoning Code Amendment	$900.00	$900.00
Variance		
residential	$400.00	$400.00
nonresidential	$800.00	$800.00
Conditional (Special) Use Permit		
residential	$400.00	$400.00
nonresidential	$700.00	$700.00

New Brighton 2025 Fee Schedule

PLANNING & ZONING FEES:

Description	2024	2025
LAND USE (Continued)		
Interim Use Permit		
residential	$400.00	$400.00
nonresidential	$700.00	$700.00
Nonconforming Use Permit:	$450.00	$450.00
Site Plan Review	$650.00	$650.00
Sign Permit		
permanent	$150.00	$150.00
temporary	$80.00	$80.00
Excavation / Grading Permit:		
Area of less than 12,000 sq feet	$100.00	$100.00
Area greater than 12,000 sq feet	$300.00	$300.00
Establish Mobile Home Park:		
Permanent	$1,750.00	$1,750.00
Temporary	$1,000.00	$1,000.00
Temporary Use Permit	na	$30.00
Cannabis Business Initial Registration Fee [1] [2]	na	$500, or one-half of the state license fee for the license being registerd, whichever is less
Cannabis Business Renewal Registration Fee [1] [2]	na	$1000, or one-half of the state license renewal fee for registration being renewed, whichever is less

[1] Medical Combination Business Exception: a licensed and registered medical combination business shall not be required to get a separate registration for their retail location(s).

[2] The first annual business renewal registration fee is to be paid at the time of initial registration.

Temporary Cannabis Event License	$300.00	$300.00

New Brighton 2025 Fee Schedule

PLANNING & ZONING FEES:

Description	2024	2025
GENERAL		
Vacation	$600.00	$600.00
Administrative Appeal	$300.00	$300.00
Deadline Extension Request	$100.00	$100.00
Municipal Site Work Authorization	$100.00	$100.00
Zoning Letters	$100.00	$100 plus $75 per hour beyond 1 hour (estimate to be approved by applicant before work is initiated)
Short Term Rental Permit	$10.00	$10.00
Water Tower and Monopole Equipment Permit		
Permit Fee, City Owned	$750.00	$750.00
Permit Fee, Non-City Owned	na	$150.00
Minimum Escrow (new installs)	$1,500.00	$1,500.00
Special Permission Requests	$100.00	$100.00

New Brighton 2025 Fee Schedule

PARKS AND RECREATION

Description	2024	2025
NEW BRIGHTON COMMUNITY CENTER:		
Daily Fees - includes sales tax		
Youth	$8.00	$9.00
Senior	$8.00	$9.00
Adult	$8.50	$9.50
12 Punch Passes - includes sales tax		
Youth	$80.00	$90.00
Senior	$80.00	$90.00
Adult	$85.00	$95.00
FORESTRY:		
Private property tree work.		
Contractor's cost plus 20%, not to exceed $500 per property		
License for Tree Contractor	$155.00	$155.00
Park Dedication Fees - see Planning		

New Brighton 2025 Fee Schedule

PUBLIC SAFETY LICENSES AND FEES:

Description	2024	2025
Police Report/Accident Report:		
1-4 pages	$0.00	$0.00
Additional pages (per page)	$0.25	$0.25
Photographs (minimum)		
Digital photos	$10.00	$10.00
Digital photos printed on plain paper (1st sheet)	$5.00	$5.00
Additional sheets	$1.00	$1.00
Audio Recordings, per recording	$10.00	$10.00
Video Recordings, per recording	$10.00	$10.00
Body Worn Camera (BWC) / In-Car Video (ICV) footage		
Initial request (50% down payment required to process)	$19.00	$19.00
Per minute redaction	$1.00	$1.00
Fingerprinting (per set)	$25.00	$25.00
Clearance or "Good Standing" Letter	$5.00	$5.00
False alarm fee	$190.00	$190.00
Block party permit	$45.00	$45.00
Street Dance	$45.00	$45.00
Vehicle tow surcharge	$37.00	$37.00
Solitor, per month	$80.00	$80.00
Transient Merchant, per month	$80.00	$80.00
Peddler, per month	$80.00	$80.00
Handbill Distributor, per month	$80.00	$80.00
Fire:		
Occupancy (minimum)	$60.00	$60.00
Structures Under 10,000 square feet	$60.00	$60.00
Structures 10,000 sq. ft. to 50,000 sq. ft.	$125.00	$125.00
Structures of more than 50,000 sq. ft.	$175.00	$175.00
Inspection (minimum)	$55.00	$55.00
Reinspection (minimum)	$55.00	$55.00
Daycare/foster care license inspections	$50.00	$50.00

New Brighton 2025 Fee Schedule

PUBLIC SAFETY LICENSES AND FEES:

Description	2024	2025
Administrative Fee - Sale of Alcohol to Underage:		
First Offense	$1,000.00	$1,000.00
Second Offense w/in 24 months	$1,500.00	$1,500.00
Third Offense w/in 24 months	$2,000.00	$2,000.00
Person who sells to person under 21	$100.00	$100.00
Administrative Fee - Sale of Tobacco to Underage:		
First Offense	$100.00	$100.00
Second Offense w/in 24 months	$200.00	$200.00
Third Offense w/in 24 months	$300.00	$300.00
Person who sells to person under 18	$50.00	$50.00
Administrative Fee - Animal Ordinance		
Potentially Dangerous Dog	$50.00	$50.00
Dangerous Dog	$100.00	$100.00
Tent Permit	$75.00	$75.00
Billable Rates for Contracted Police Services		
Regular Overtime Per Hour (3-Hour Minimum)	$120.00	$125.00
Holiday Overtime Per Hour (3-Hour Minimum)	$200.00	$210.00

New Brighton 2025 Fee Schedule

PUBLIC WORKS:

Description	2024	2025
Hydrant Meter (for sod/seed watering, bldg, dust control, pool filling, etc):		
Depost required includes: hydrant usage, adapter, backflow preventer, check valve, wrench, fittings, cart, service fee, water usage (at current rate), and tax, if applicable.		
Hydrant meter deposit - 3 inch meter	$3,000.00	$3,000.00
Hydrant meter deposit - 1 1/2 inch meter	$3,000.00	$3,000.00
Hydrant meter deposit - 3/4 inch meter	$200.00	$200.00
2" Fire Hose Deposit per 50 foot section of hose	$100.00	$100.00
Water meters shall be based on the cost of the water meter, radio transmitter, fittings, freight, and sales tax.		
Meter Size:		
3/4" IPERL	$463.65	$482.35
3/4" IPERL (9" LAY LENGTH)	$485.65	$505.45
1" IPERL	$585.09	$607.09
OMNI 1 1/2" C2	$2,072.65	$2,085.85
OMNI 2" C2	$2,356.11	$2,369.31
OMNI 3" C2	$2,930.31	$2,943.51
OMNI 4"	$4,983.95	$5,002.71
OMNI 1 1/2" T2	$1,511.65	$1,524.85
OMNI 2" T2	$1,745.61	$1,758.81
OMNI 3" T2	$2,138.31	$2,151.51
SENSUS 4" T2	$3,971.95	$3,990.71
Water meter no read fee - single, two-family and townhome residential (per unit) (refundable if read received within 6 months)	$125.00	$125.00
Water meter no read fee - all other properties (refundable if read received within 6 months)	150% of average quarterly Water and Sewer Charges	150% of average quarterly Water and Sewer Charges
Water meter noncompliance fee (nonrefundable)	$200.00	$200.00
Water connection turn on/off Fee	$40.00	$65.00
City Sewer Connection Charge per MCES SAC	$185.00	$185.00
City Water Connection Charge per MCES SAC	$545.00	$545.00
(Note: The connection charges cover the costs of core facilities such as new wells, pump stations, lift stations, water treatment facilities, and reservoirs. The charge includes inpsection permit fees for these connections.)		
Sewer or Water Connection Inspection for Repair	$95.00	$95.00
(Note: This is $75 for water & $75 for sewer, $15 admin & $5 State)		
Street or Curb Cut:		
Deposit	$650.00	$650.00
Permit	$80.00	$165.00
Quarterly Recylcing Fee	$13.47	$13.47
Engineering		
Official Assessment Search	$40.00	$40.00
Right of Way:		
Excavation Permit Fee	$160.00	$165.00
Obstruction Permit Fee (not required with excavation permit)	$75.00	$165.00
Permit Extension	$50.00	$50.00
Delay Penalty (plus $25 permit extension fee)	$25.00	$25.00
Directional digging/drilling/boring (price per foot)	$0.50	$0.50

New Brighton 2025 Fee Schedule

PUBLIC WORKS:

Description	2024		2025	
Billable Rates for Equipment Rentals:				
Operator rate PLUS equipment rate will be charged. All rates are per hour with a one hour minimum				
Operator Rates:	Regular Time	Overtime	Regular Time	Overtime
Superintendents	$98.63	$98.63	$104.57	$104.57
Supervisors	$83.19	$83.19	$88.24	$88.24
Chief Water Treatment Plant Operator	$81.21	$81.21	$85.94	$85.94
Crew Chief Maintenance Worker	$58.07	$83.63	$73.53	$88.95
Mechanic	$57.64	$74.95	$61.08	$79.71
Maintenance Worker	$62.48	$73.05	$66.02	$77.69
Treatment Plant Operator	$58.07	$83.63	$57.94	$83.44
Equipment Rates:				
Tractor / Back Hoe	$170.00	$255.00	$170.00	$255.00
Wheeled Excavator w/Hammer	$170.00	$255.00	$170.00	$255.00
Front End Loader	$170.00	$255.00	$170.00	$255.00
Single Axle Dump Truck	$170.00	$255.00	$170.00	$255.00
Tandem Axle Dump Truck	$170.00	$255.00	$170.00	$255.00
Sweeper	$170.00	$255.00	$170.00	$255.00
Road Grader	$170.00	$255.00	$170.00	$255.00
Pick-Up Trucks	$150.00	$225.00	$150.00	$225.00
Asphalt Roller	$150.00	$225.00	$150.00	$225.00
Bob Cat / Tool Cat	$150.00	$225.00	$150.00	$225.00
Mowers	$150.00	$225.00	$150.00	$225.00
Jetter / Vactor	$170.00	$255.00	$170.00	$255.00
Generator / Light Tower	$125.00	$190.00	$125.00	$190.00
Pumps	$75.00	$120.00	$75.00	$120.00

Other Equipment Rental will be as determined

RESOLUTION NO. 2024-098
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION RECOGNIZING COUNCILMEMBER ABDULLAHI ABDULLE FOR HIS OUTSTANDING SERVICE TO THE CITY OF NEW BRIGHTON

WHEREAS, Councilmember Abdullahi Abdulle was elected to the New Brighton City Council in November 2020, served a four-year term beginning January 2021, and dedicated his tenure to thoughtful and strategic growth, equity, and sustainability across New Brighton; and

WHEREAS, Councilmember Abdulle demonstrated an unwavering commitment to responsible planning and zoning practices, actively contributing to updates to the City's Comprehensive Plan and Zoning Code, with a focus on creating vibrant, inclusive neighborhoods and supporting equitable housing solutions and business growth, including the adoption of Affordable Housing Agreements, updated rental dwelling regulations, Accessory Dwelling Regulations, and the Fair Housing Policy; and

WHEREAS, recognizing the critical importance of sustainable development and climate action, Councilmember Abdulle worked to advance the City's Climate Action Plan, supporting green infrastructure projects such as public electric vehicle charging stations and water treatment plant improvements, while advocating for energy-efficient practices in municipal operations and facilities, including the public works maintenance facility renovation project; and

WHEREAS, Councilmember Abdulle was a champion for safety and accessibility improvements for pedestrians, cyclists, and drivers, ensuring equitable and sustainable design for future infrastructure investments, and collaborating with other governmental agencies to complete critical road improvements; and

WHEREAS, Councilmember Abdulle consistently prioritized equity and inclusion by working to establish the City's Equity Commission; supporting employee training and education, advocating for bilingual public engagement efforts, initiatives that elevate underrepresented voices in the City, and enhanced community outreach programs including the first City-wide community Iftar; and

WHEREAS, with a steadfast belief in the importance of parks and recreation for everyone in the community, Councilmember Abdulle was instrumental in enhancing green spaces and recreational opportunities, advocating for environmental stewardship, and increasing access to outdoor amenities for all residents through upgrades to Hansen Park, Lions Park, Sunny Square Park, Totem Pole Park, and Silver Oaks Park; and

WHEREAS, Councilmember Abdulle worked tirelessly to strengthen public safety through community-oriented initiatives, including supporting a comprehensive public safety framework that balances proactive law enforcement with mental health resources and community engagement; backing the Public Safety Organizational Study by the Center for Values-Based Initiatives; encouraging continued partnerships with other governmental organizations; and fostering trust and collaboration between residents and public safety officials; and

WHEREAS, during his tenure, Councilmember Abdulle participated in over 240 City Council meetings, carefully reviewed more than 25,000 pages of staff reports and packet materials, and played a pivotal role in the passage of critical resolutions and ordinances, ensuring that all actions aligned with the City's vision and values; and

WHEREAS, Councilmember Abdulle represented the City on the Ramsey County League of Local Governments (four years) and the League of Minnesota Cities (one year), advocating for the City's priorities in regional and statewide planning discussions, and forging partnerships that secured funding and resources to benefit the City of New Brighton; and

WHEREAS, Councilmember Abdulle leaves a legacy defined by thoughtful leadership, an unwavering commitment to sustainability, equity, and human-centric transportation and a passion for creating a City where every resident has access to opportunity, safety, and a high quality of life;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton that Councilmember Abdullahi Abdulle is hereby recognized and commended for his exceptional service and thoughtful dedication to the City of New Brighton.

BE IT FURTHER RESOLVED that a copy of this resolution be presented to Councilmember Abdulle as a token of the City's gratitude for his enduring impact on the community.

ADOPTED this 10th day of December 2024 by the New Brighton City Council with a vote of 5 ayes and 0 nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-097
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION RECOGNIZING COUNCILMEMBER PAMELA STEGORA AXBERG FOR HER OUTSTANDING SERVICE TO THE CITY OF NEW BRIGHTON

WHEREAS, Councilmember Pamela Stegora Axberg was elected to the New Brighton City Council in the 2020 municipal election and began her term in January 2021; over the course of her four years in office, she demonstrated her dedication to the community by attending more than 240 public meetings, reviewing approximately 25,806 pages of staff reports and related materials, and contributing to the approval of over 400 resolutions and 33 ordinances; and,

WHEREAS, Councilmember Axberg served as the City Council liaison to the Economic Development Commission from 2021 to 2023, demonstrating her commitment to strengthening economic stability by fostering partnerships with local businesses and stakeholders. She supported innovative solutions to assist New Brighton businesses during the COVID-19 pandemic, including temporary uses and structures, and approved numerous Special Use Permits and Land Use Applications that enabled local businesses to change and grow; and,

WHEREAS, in 2024, Councilmember Axberg began serving as the City Council liaison to the Parks, Recreation, and Environmental Commission, supporting investments in recreational opportunities and green spaces in projects such as the Totem Pole Park renovations. She also supported the continued partnership with the Rice Creek Watershed District to renovate Hansen Park, creating accessible, welcoming environments, facilities and amenities for all residents and visitors; and,

WHEREAS, Councilmember Axberg was a strong advocate for environmental sustainability, supporting watershed management projects, the adoption of the City's Climate Action Plan, and the installation of Electric Vehicle Public Charging Stations. She also supported the creation of innovative, sustainable solutions through the Partners in Energy program; and,

WHEREAS, Councilmember Axberg's service demonstrates her dedication to fostering a sustainable, thriving, and inclusive community in that she supported launching the City's Inclusion Initiative; voted to establish New Brighton's first Equity Commission; advocated for staff training and educational opportunities; prioritized accessibility and transparency; and, championed the expansion of affordable and workforce housing opportunities to meet the needs of the evolving community; and

WHEREAS, Councilmember Axberg was dedicated to improving streets and transportation infrastructure, promoting projects that focused on enhanced connectivity, pedestrian safety, and improved mobility for all residents. She supported investments in roadway maintenance, traffic safety initiatives, and multimodal improvements that prioritized bicycle and pedestrian access, ensuring efficient movement and accessibility throughout New Brighton; and

WHEREAS, Councilmember Axberg prioritized advancing public safety by supporting proactive policies and programs to strengthen community trust and transparency, prioritizing continued collaborations with other governmental agencies, and supporting the Public Safety Organizational Study by Center for Values Based Initiatives (CVBI); and

WHEREAS, Councilmember Axberg consistently prioritized financial stability, supporting prudent budgeting and strategic long-term planning that safeguarded taxpayer dollars, maintained strong bond ratings, and ensured financial resilience. She remained committed to advancing the community's strategic priorities by supporting key projects in housing, parks, climate initiatives, and public safety while ensuring that innovation and fiscal responsibility were central to the City Council's vision;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton that Councilmember Pamela Stegora Axberg is hereby recognized and commended for her exceptional service and thoughtful dedication to the City of New Brighton.

BE IT FURTHER RESOLVED that a copy of this resolution be presented to Councilmember Axberg as a token of the City's gratitude for her enduring impact on the community.

ADOPTED this 10th day of December 2024 by the New Brighton City Council with a vote of 5 ayes and 0 nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-096

City of New Brighton
County of Ramsey
State of Minnesota

RESOLUTION MAKING AN ELECTION NOT TO WAIVE THE STATUTORY TORT LIMITS FOR LIABILITY INSURANCE PURPOSES

WHEREAS, Minnesota Statutes Chapter 466 deals with tort liability for cities; and

WHEREAS, Minnesota Statutes 466.04 currently sets the maximum liability limits for cities at $500,000 per claimant and $1,500,000 per occurrence; and

WHEREAS, the City procures its insurance from the League of Minnesota Cities Insurance Trust (LMCIT); and

WHEREAS, the City's current insurance policies provide coverage up to the tort liability limits as provided by Minnesota Statutes; and

WHEREAS, the LMCIT allows the City the option to waive those limits; and

WHEREAS, the LMCIT has required the City to make an election by resolution with regards to waiving or not waiving its tort liability established by Minnesota Statutes 466.04; and

NOW, THEREFORE BE IT RESOLVED THAT: the City of New Brighton does hereby elect **NOT** to waive the statutory tort liability limit established by Minnesota Statutes 466.04.

Adopted this 26th day of November 2024, by the New Brighton City Council with a vote of 5 ayes and 0 nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

Attest:

Terri Spangrud
City Clerk

Resolution No. 2024- 095

State of Minnesota
County of Ramsey
City of New Brighton

RESOLUTION ESTABLISHING NO PARKING SIGNAGE ADJACENT TO 2551 RAINBOW LANE

WHEREAS, staff received a request to install "No Parking" signage adjacent to the property at 2551 Rainbow Lane to facilitate metro mobility access to the property; and

WHEREAS, requests of similar nature have been approved in the past, and staff and the Public Safety Commission have recommended installation.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of New Brighton hereby orders the installation of (2) "No Parking" signs adjacent to the property at 2551 Rainbow Lane.

Adopted this 26th day of November, 2024, by the New Brighton City Council with a vote of 5 ayes and 0 nays.

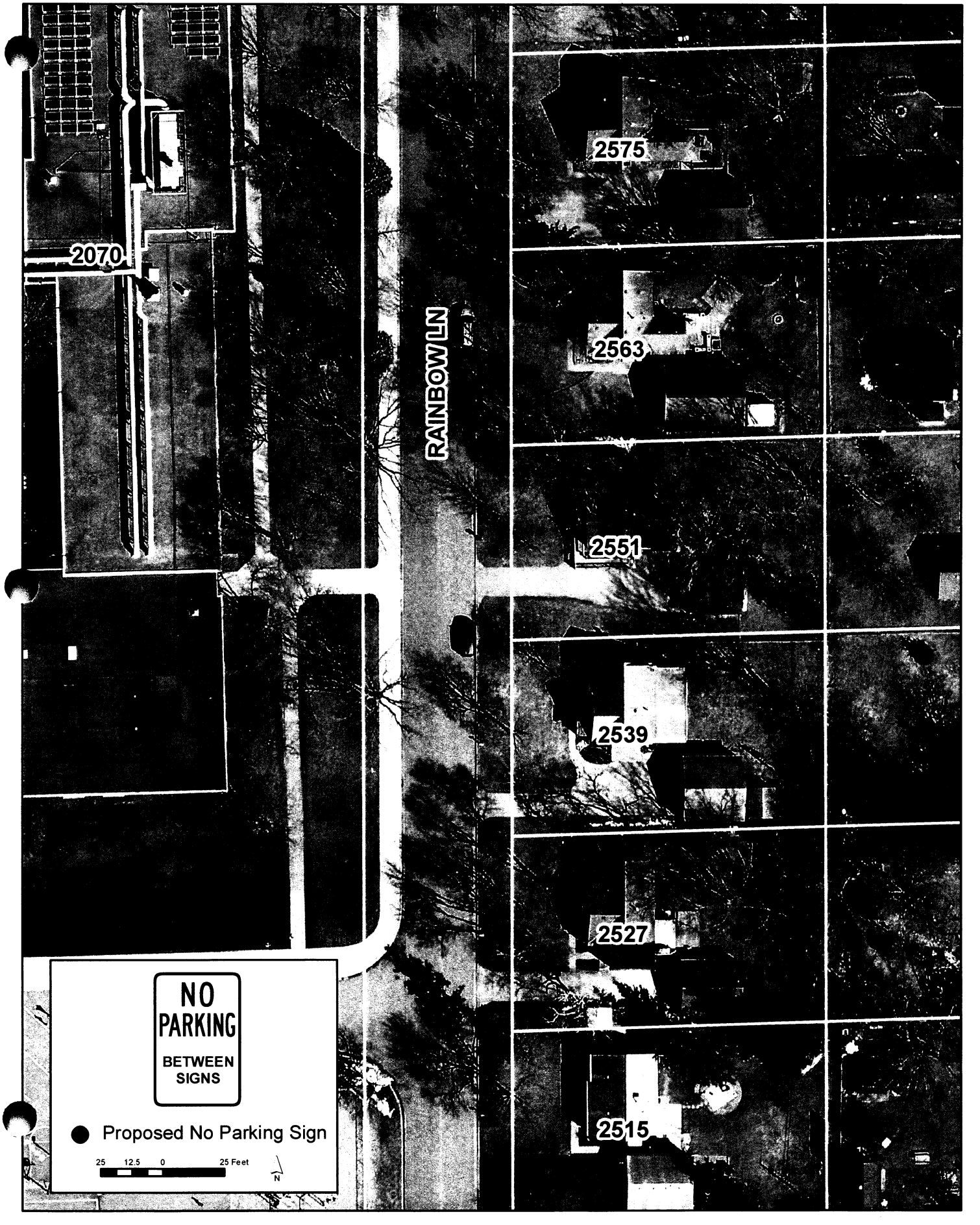
Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

No Parking Sign Locations - 2511 Rainbow Lane



RESOLUTION NO. 2024-094
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION CERTIFYING DELINQUENT UTILITY ACCOUNTS AND PAST DUE MISCELLANEOUS RECEIVABLES INVOICES TO BE PAYABLE WITH 2025 PROPERTY TAXES

WHEREAS, the City certifies delinquent utility bills and past due miscellaneous receivable invoices for collection with the property taxes each year; and

WHEREAS, certification is authorized by the City Code for delinquent utility charges unpaid that exceed $100 and are past due by ninety (90) days; and

WHEREAS, certification is authorized by the City Code for miscellaneous receivable charges unpaid when due; and

WHEREAS, interest at the rate of 10% per annum has been included in the totals; and

WHEREAS, the affected customers have been advised as to the certification providing them an opportunity to make full payment prior to this certification

NOW THEREFORE, BE IT RESOLVED that:

1. The certifications shall be shown in Attachment A and Attachment B.
2. The certified amounts shall be collected in full with the 2025 property taxes.

ADOPTED this 26th day of November 2024 by the New Brighton City Council with a vote of 5 ayes and 0 nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

Delinquent Utility Balance List **Attachment A**

Wednesday, November 19, 2024

Account Number	Parcel Number	Delinquent Amount	Certification Fee	Total
100743	333023220027	$321.97	$32.20	$354.17
100776	333023220048	$1,044.73	$104.47	$1,149.20
101139	333023230078	$322.56	$32.26	$354.82
101220	293023340053	$397.84	$39.78	$437.62
101410	293023340031	$427.59	$42.76	$470.35
101444	293023340040	$323.10	$32.31	$355.41
102616	323023310046	$460.84	$46.08	$506.92
102624	323023340001	$427.83	$42.78	$470.61
102830	323023340009	$335.90	$33.59	$369.49
103176	323023310027	$422.01	$42.20	$464.21
103366	323023310041	$188.66	$18.87	$207.53
103424	293023330084	$726.75	$72.68	$799.43
103911	293023330010	$791.20	$79.12	$870.32
104224	323023220026	$902.95	$90.30	$993.25
104307	323023220052	$469.20	$46.92	$516.12
104984	293023330067	$420.82	$42.08	$462.90
105262	313023110008	$125.51	$12.55	$138.06
105544	313023140049	$615.76	$61.58	$677.34
105593	313023140044	$333.75	$33.38	$367.13
106286	313023120138	$404.30	$40.43	$444.73
106583	303023330070	$321.97	$32.20	$354.17
106609	303023330071	$141.33	$14.13	$155.46
106815	303023330061	$347.07	$34.71	$381.78
107912	323023440007	$513.41	$51.34	$564.75
108365	323023330038	$277.29	$27.73	$305.02
108530	323023320075	$303.91	$30.39	$334.30
109157	323023310012	$334.86	$33.49	$368.35
109751	323023310015	$464.31	$46.43	$510.74
109892	323023310087	$328.62	$32.86	$361.48
109900	323023420003	$941.36	$94.14	$1,035.50
109918	323023420009	$186.25	$18.63	$204.88
110213	323023320057	$670.09	$67.01	$737.10
111286	313023140040	$750.33	$75.03	$825.36
111492	323023320038	$458.54	$45.85	$504.39
111765	323023330084	$323.22	$32.32	$355.54
112292	313023140015	$322.26	$32.23	$354.49
112391	303023220022	$141.96	$14.20	$156.16
113803	323023210001	$891.87	$89.19	$981.06
200139	283023220005	$1,341.66	$134.17	$1,475.83
200592	293023110059	$753.22	$75.32	$828.54
201210	293023340012	$141.33	$14.13	$155.46
201269	293023340019	$589.51	$58.95	$648.46
201640	293023310050	$581.71	$58.17	$639.88

Account Number	Parcel Number	Delinquent Amount	Certification Fee	Total
201897	293023140057	$154.24	$15.42	$169.66
201939	293023140145	$327.05	$32.71	$359.76
202176	293023140130	$333.68	$33.37	$367.05
202473	303023410011	$262.29	$26.23	$288.52
202531	303023130066	$349.12	$34.91	$384.03
202697	303023420011	$327.05	$32.71	$359.76
202721	303023420013	$450.10	$45.01	$495.11
202887	293023130037	$555.31	$55.53	$610.84
202960	293023120064	$529.03	$52.90	$581.93
203091	293023140100	$497.06	$49.71	$546.77
203125	293023140086	$1,323.70	$132.37	$1,456.07
203158	293023140131	$163.54	$16.35	$179.89
203224	293023120051	$440.35	$44.04	$484.39
203372	293023120024	$397.85	$39.79	$437.64
203471	293023120043	$327.10	$32.71	$359.81
204149	293023120048	$396.02	$39.60	$435.62
204180	293023210082	$326.99	$32.70	$359.69
204354	293023210122	$329.47	$32.95	$362.42
204560	293023240110	$313.66	$31.37	$345.03
204602	293023240130	$369.78	$36.98	$406.76
204677	293023240133	$326.71	$32.67	$359.38
204776	293023240010	$1,051.48	$105.15	$1,156.63
204941	293023210071	$511.95	$51.20	$563.15
205047	293023210104	$327.05	$32.71	$359.76
205146	303023110069	$442.97	$44.30	$487.27
205195	303023110054	$460.26	$46.03	$506.29
205310	293023310011	$328.81	$32.88	$361.69
205351	293023310022	$552.44	$55.24	$607.68
205518	293023240114	$330.74	$33.07	$363.81
205559	293023240116	$141.33	$14.13	$155.46
205658	293023240028	$241.01	$24.10	$265.11
205682	293023240029	$441.86	$44.19	$486.05
205922	203023440015	$292.96	$29.30	$322.26
206011	203023430018	$773.40	$77.34	$850.74
206532	293023310036	$744.85	$74.49	$819.34
206763	293023240097	$379.41	$37.94	$417.35
206805	293023240065	$112.64	$11.26	$123.90
206839	293023240063	$226.25	$22.63	$248.88
206946	293023240045	$494.01	$49.40	$543.41
207787	193023430003	$322.13	$32.21	$354.34
208413	203023320005	$292.96	$29.30	$322.26
208561	193023310030	$164.60	$16.46	$181.06
208926	193023310011	$145.40	$14.54	$159.94
209049	203023320046	$539.94	$53.99	$593.93
209270	303023140011	$365.21	$36.52	$401.73
209502	303023140019	$237.41	$23.74	$261.15

Account Number	Parcel Number	Delinquent Amount	Certification Fee	Total
209650	303023120034	$525.57	$52.56	$578.13
209742	303023120007	$253.72	$25.37	$279.09
211144	303023240027	$327.05	$32.71	$359.76
211334	303023110020	$676.28	$67.63	$743.91
212027	303023230001	$455.75	$45.58	$501.33
212662	303023140065	$1,035.79	$103.58	$1,139.37
212704	303023140057	$386.23	$38.62	$424.85
213629	193023320080	$288.38	$28.84	$317.22
214544	303023110033	$310.48	$31.05	$341.53
215160	193023410021	$465.93	$46.59	$512.52
216077	303023240018	$336.21	$33.62	$369.83
216192	303023210012	$508.72	$50.87	$559.59
216366	193023430008	$524.95	$52.50	$577.45
216424	193023430010	$385.16	$38.52	$423.68
217026	303023130093	$323.33	$32.33	$355.66
217091	303023130094	$822.94	$82.29	$905.23
218164	303023420084	$141.33	$14.13	$155.46
218867	303023220005	$292.96	$29.30	$322.26
218883	303023220007	$542.57	$54.26	$596.83
219428	293023420009	$2,064.94	$206.49	$2,271.43
219550	293023130030	$366.55	$36.66	$403.21
220814	303023340088	$141.33	$14.13	$155.46
221036	293023140137	$268.27	$26.83	$295.10
222232	293023240141	$523.11	$52.31	$575.42
222323	203023310031	$331.29	$33.13	$364.42
222601	293023130211	$483.57	$48.36	$531.93
223677	203023410078	$571.98	$57.20	$629.18
264495	293023310060	$1,124.11	$112.41	$1,236.52
300392	173023220008	$350.92	$35.09	$386.01
300657	193023130205	$243.99	$24.40	$268.39
300715	193023240054	$693.26	$69.33	$762.59
301358	203023230049	$855.48	$85.55	$941.03
302208	193023220069	$317.57	$31.76	$349.33
302257	193023230046	$318.50	$31.85	$350.35
302406	203023220051	$368.37	$36.84	$405.21
302596	193023210076	$462.22	$46.22	$508.44
302653	193023210084	$353.67	$35.37	$389.04
303008	193023140013	$222.46	$22.25	$244.71
303693	183023110101	$315.49	$31.55	$347.04
304311	193023210062	$406.99	$40.70	$447.69
304428	193023210026	$570.00	$57.00	$627.00
304469	193023210029	$649.80	$64.98	$714.78
304592	193023210019	$213.84	$21.38	$235.22
304865	193023140028	$503.30	$50.33	$553.63
305599	183023330051	$1,025.74	$102.57	$1,128.31
306563	193023130007	$625.79	$62.58	$688.37

Account Number	Parcel Number	Delinquent Amount	Certification Fee	Total
306746	193023120005	$558.07	$55.81	$613.88
306951	183023430041	$316.00	$31.60	$347.60
307017	193023130011	$273.20	$27.32	$300.52
307306	183023320019	$172.26	$17.23	$189.49
307413	183023310035	$473.01	$47.30	$520.31
307421	183023310034	$484.26	$48.43	$532.69
307439	183023310033	$286.55	$28.66	$315.21
307488	183023310029	$260.28	$26.03	$286.31
307769	193023120042	$231.14	$23.11	$254.25
308262	193023240020	$317.35	$31.74	$349.09
308551	183023310052	$486.60	$48.66	$535.26
309435	183023110072	$449.76	$44.98	$494.74
309484	183023110061	$754.60	$75.46	$830.06
309716	173023220014	$437.31	$43.73	$481.04
309849	183023120022	$410.45	$41.05	$451.50
310565	183023130058	$216.04	$21.60	$237.64
310730	173023230034	$315.47	$31.55	$347.02
310888	183023430028	$325.57	$32.56	$358.13
310961	183023430019	$147.02	$14.70	$161.72
311134	183023210027	$386.69	$38.67	$425.36
311266	173023320009	$317.03	$31.70	$348.73
311274	173023320020	$895.95	$89.60	$985.55
311332	173023320024	$282.95	$28.30	$311.25
311514	183023240016	$844.69	$84.47	$929.16
311530	183023240026	$628.03	$62.80	$690.83
311597	183023240061	$101.66	$10.17	$111.83
311787	193023140006	$315.53	$31.55	$347.08
311910	193023110100	$551.80	$55.18	$606.98
311928	193023110099	$467.84	$46.78	$514.62
311969	193023110097	$283.56	$28.36	$311.92
312132	183023440077	$281.45	$28.15	$309.60
312157	183023440076	$358.83	$35.88	$394.71
312173	183023440075	$366.24	$36.62	$402.86
312603	183023140005	$238.96	$23.90	$262.86
312629	183023140003	$208.22	$20.82	$229.04
312884	183023140049	$460.45	$46.05	$506.50
312900	183023140051	$260.56	$26.06	$286.62
313072	183023140043	$315.47	$31.55	$347.02
313320	183023120045	$317.54	$31.75	$349.29
313437	183023420007	$128.48	$12.85	$141.33
314146	183023320005	$130.42	$13.04	$143.46
314898	183023110030	$308.05	$30.81	$338.86
314963	183023320030	$415.87	$41.59	$457.46
315432	173023230039	$584.22	$58.42	$642.64
315572	173023230047	$146.99	$14.70	$161.69
315614	173023230007	$321.07	$32.11	$353.18

Account Number	Parcel Number	Delinquent Amount	Certification Fee	Total
315978	183023440028	$477.76	$47.78	$525.54
316117	183023430003	$592.27	$59.23	$651.50
316307	183023330025	$688.92	$68.89	$757.81
316406	183023240032	$347.35	$34.74	$382.09
316620	183023240008	$625.01	$62.50	$687.51
316869	183023120014	$463.83	$46.38	$510.21
316984	173023230031	$295.33	$29.53	$324.86
317065	173023230027	$474.88	$47.49	$522.37
317180	173023230013	$434.62	$43.46	$478.08
317669	193023240068	$312.29	$31.23	$343.52
317743	193023210001	$872.41	$87.24	$959.65
317875	183023120039	$174.48	$17.45	$191.93
318212	183023330037	$189.86	$18.99	$208.85
318337	183023230019	$532.18	$53.22	$585.40
318493	303023220021	$128.48	$12.85	$141.33
318519	183023120008	$322.54	$32.25	$354.79
318568	183023120003	$276.53	$27.65	$304.18
318915	183023130020	$441.48	$44.15	$485.63
318980	183023130025	$236.29	$23.63	$259.92
321380	163023320020	$921.01	$92.10	$1,013.11
321448	173023230070	$529.93	$52.99	$582.92
321588	173023230065	$412.30	$41.23	$453.53
	Totals	$88,569.65	$8,857.11	$97,426.76

MR Delinquent Tax List Attachment B

esday, November 19, 2024

All accounts still due as of 11.19.24

PARCEL NUMBER	CUSTOMER	CODING	BALANCE	CERTIFICATION FEE	TOTAL AMOUNT
193023430042	LA FITNESS	FIRE INSPECTION	$ 125.00	$ 12.50	$ 137.50
193023430042	NEW BRIGHTON TOBACCO	FIRE INSPECTION	$ 60.00	$ 6.00	$ 66.00
193023430042	SUBWAY	FIRE INSPECTION	$ 60.00	$ 6.00	$ 66.00
193023430042	TURRITOS PIZZA	FIRE INSPECTION	$ 60.00	$ 6.00	$ 66.00
293023440047	RADIOMETER	FIRE INSPECTION	$ 175.00	$ 17.50	$ 192.50
193023340001	WELLS FARGO BANK	FIRE INSPECTION	$ 125.00	$ 12.50	$ 137.50
283023220005	HIF FOUNTAIN TERRACE LLC	TREE REMOVAL	$ 2,820.00	$ 282.00	$ 3,102.00
183023220011	ROBERT COMER	TREE REMOVAL	$ 6,637.97	$ 663.80	$ 7,301.77
293023130007	RUSSEL KNUTH	TREE REMOVAL	$ 3,541.88	$ 354.19	$ 3,896.07
		TOTALS:	$ 13,604.85	$ 1,360.49	**$ 14,965.34**

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

CITY OF NEW BRIGHTON

By: _____
Kari Niedfeldt-Thomas
Its: Mayor

By: _____
Devin Massopust
Its: City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 27 day of 11, 2024, by Kari Niedfeldt-Thomas and Devin Massopust, the Mayor and City Manager, respectively, of the City of New Brighton, Minnesota, a municipal corporation, on behalf of the City.

_____
Notary Public

MATHEW RYAN STEPHENS
Notary Public
Minnesota
My Commission Expires Jan. 31, 2029

OWNER

Ghada El Gamal

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

This instrument was acknowledged before me this 5 day of 11, 2024 by Ghada El Gamal.

Notary

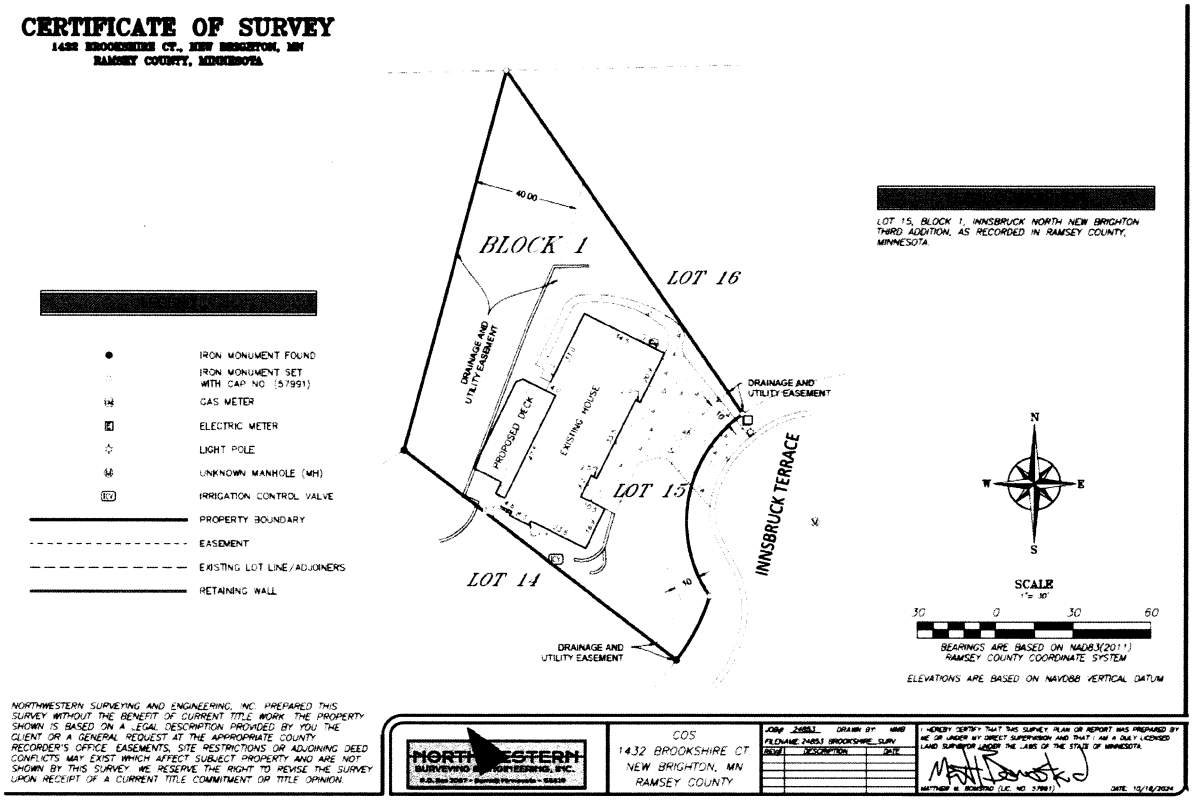
JACKI A SCOLES
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/27

This document was drafted by:

Kennedy & Graven, Chartered (SJS)
Fifth Street Towers, Suite 700
150 South Fifth Street
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A

Location of the Improvements



ENCROACHMENT AGREEMENT

This Encroachment Agreement ("Agreement") is made as of the 26 day of 11, 2024, by and between the City of New Brighton, a Minnesota municipal corporation (the "City") and Ghada El Gamal, a single person (the "Owner").

RECITALS

A. The Owner is the owner of property legally described as follows:

Lot 15, Block 1, Innsbruck North New Brighton Third Addition, Ramsey County, Minnesota

(the "Property").

B. The Property is subject to a drainage and utility easement that was dedicated to the City (the "D & U Easement").

C. There is an existing house on the Property that historically has included a deck and a retaining wall that encroach within the D & U Easement (the "Improvements"). The Improvements are shown on the attached Exhibit A.

D. The Owner removed the previous deck, and would like to construct a new deck that will also encroach into the easement. The City has agreed that the Owner may construct the new deck and repair and maintain the Improvements within the D & U Easement on the condition that the Owner executes this Agreement.

AGREEMENT

NOW, THEREFORE, on the basis of the premises and the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

1. The Owner may repair and maintain the Improvements within the D & U Easement.

2. The permission granted by the City in this Agreement is limited exclusively to the Improvements within the D & U Easement as outlined in paragraphs C and D of the Recitals of this Agreement. No additional improvements may be constructed by the Owner in the D & U Easement.

3. This Agreement shall not prevent or impair the use of the D & U Easement for drainage and utility purposes by the City or any other entity entitled by law to so use the D & U Easement.

4. The Owner shall be solely responsible for the maintenance of the Improvements and shall be entitled to maintain and repair the Improvements as needed, so long as such maintenance and repair does not interfere with the City's use of the D & U Easement nor expand Improvements so that they are further encroaching into the D & U Easement

5. In the event that the Improvements are destroyed to the extent that they must be removed and reconstructed, the Owner shall reconstruct the Improvements so that they are no longer within the D & U Easement.

6. In the event that the Improvements are removed by the Owner, any new improvements must be constructed on the Property so that they are not within the D & U Easement.

7. This Agreement shall run with the Property and shall inure to the benefit of and be binding upon the parties to this Agreement and their respective heirs, successors, and assigns.

8. The Owner shall indemnify, hold harmless, and defend the City, its officials, employees, contractors and agents, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs or expenses (including reasonable attorneys' fees), arising from or in connection with or caused by any act, omission or negligence of the Owner, their contractors, licensees, invitees, agents, servants or employees in connection with the Owner's repair or maintenance of the Improvements within the D & U Easement.

9. The Owner agrees not to suffer or allow any liens, claims, or processes to be placed against the City's rights to or interest in the D & U Easement as a result of the Owner's use of the D & U Easement, including, without limitation, any liens for labor or materials provided for the repair or maintenance of the Improvements.

10. Required notices to the parties to this Agreement shall be in writing, and shall either be hand delivered or mailed to the following addresses:

a) As to the City:

City of New Brighton
803 Old Highway 8 NW
New Brighton, MN 55112
Attn: City Manager

b) As to the Owner: Ghada El Gamal
1432 Brookshire Court
New Brighton, MN 55112-6390

11. Nothing contained in this Agreement shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Any claims shall be subject to the City's governmental immunity defenses and the maximum liability limits provided in Minnesota Statutes, Chapter 466, if applicable.

12. This Agreement shall be governed by and construed and enforced in accordance with the laws of Minnesota.

13. This Agreement shall constitute the entire agreement between the parties and any prior understandings or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

14. Any modification to this Agreement shall be binding only if evidenced in writing signed by both parties.

15. The Owner agrees that the Owner's use of the D & U Easement is with the City's permission and is not open, continuous, notorious, or any other manner supportive of a claim of adverse possession, prescriptive easement, abandonment, or other entitlement to the D & U Easement. This Agreement is not a lease or easement and does not confer any estate or interest in real property to the Owner by the City beyond what is specifically recited herein.

Date: November 12, 2024 CITY OF NEW BRIGHTON

By: _____

Kari Niedfeldt-Thomas
Its: Mayor

By: _____

Devin Massopust
Its: City Manager

As authorized in a properly noticed, open meeting, and vote of the quorum of City Council on November 12, 2024.

Terri, Resolution 2024-093 These are signature pages for Cheng agreement. The agreement itself was changed from what was in signature Packet.

Thought hanging on to these would be good so we don't have to redo signatures.

Devin 11/15

Date: November 12, 2024 CITY OF NEW BRIGHTON

By: _____

Kari Niedfeldt-Thomas
Its: Mayor

By: _____

Devin Massopust
Its: City Manager

As authorized in a properly noticed, open meeting, and vote of the quorum of City Council on November 12, 2024.

Date: November 12, 2024 CITY OF NEW BRIGHTON

By: _____

Kari Niedfeldt-Thomas
Its: Mayor

By: _____

Devin Massopust
Its: City Manager

As authorized in a properly noticed, open meeting, and vote of the quorum of City Council on November 12, 2024.

Date: November 12, 2024

CITY OF NEW BRIGHTON

By: _____

Kari Niedfeldt-Thomas
Its: Mayor

By: _____

Devin Massopust
Its: City Manager

As authorized in a properly noticed, open meeting, and vote of the quorum of City Council on November 12, 2024.

RESOLUTION 2024-092
CITY COUNCIL
CITY OF NEW BRIGHTON

RESOLUTION AUTHORIZING PUBLICATION OF ORDINANCE NO. 911 BY TITLE AND SUMMARY

WHEREAS, the city council of the City of New Brighton has adopted Ordinance No. 911 an ordinance to regulate cannabis businesses; and

WHEREAS, the ordinance is lengthy; and

WHEREAS, Minnesota Statutes, section 412.191, subd. 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps; and

WHEREAS, the City Council believes that the following summary would clearly inform the public of the intent and effect of the ordinance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton, that the City Clerk shall cause the following summary of Ordinance No. 911 be published in the official newspaper in lieu of the entire ordinance:

Public Notice

The City Council of the City of New Brighton has adopted Ordinance No. 911 which updates the City Code and Zoning Code to regulate cannabis businesses in the City of New Brighton. A new Chapter 35 of the City Code is created to establish what the City is regulating in regards to cannabis; how local reviews and local registration of retail shops will be handled and enforced; general requirements for cannabis businesses in terms of where they can locate, how many retail shops are allowed, hours of operation, etc; how the City will handle temporary cannabis events if one is ever proposed within the City; and how much registration fees and event licenses will be for cannabis related requests. The full ordinance text is available for inspection at City Hall during regular business hours and will be emailed or sent to any party upon request.

_____

Mayor Kari Niedfeldt-Thomas

BE IT FURTHER RESOLVED by the City Council of the City of New Brighton that the City Clerk keep a copy of the ordinance at city hall for public inspection, and that a full copy of the ordinance be posted in a public place within the city.

Adopted this 12th **day of** November**, 2024** by the City of New Brighton City Council with voting as follows:

Mayor Kari Niedfeldt-Thomas: Aye

Abdullahi Abdulle: Absent

Emily Dunsworth: Absent

Graeme Allen: Absent

Pamela Axberg: Aye

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-091
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION AUTHORIZING APPLICATION FOR A 2025 SCORE GRANT THROUGH RAMSEY COUNTY

WHEREAS, the City of New Brighton ("City") is a municipal corporation and subdivision of the State of Minnesota organized and operating under Minnesota law; and

WHEREAS, the City Council is the official governing body of the City; and

WHEREAS, the City operates a municipal recycling program; and

WHEREAS, state law requires counties to manage the waste produced by citizens and businesses by waste reduction, reuse, and recycling in preference to land-filling; and

WHEREAS, the Legislature has enacted legislation, referred to as the SCORE program, which authorizes grants to counties for waste reduction, reuse, and recycling activities; and

WHEREAS, the State of Minnesota has provided SCORE program money to Ramsey County for recycling activities; and

WHEREAS, Ramsey County provides annual grants to cities located within its boundaries; and

WHEREAS, the City of New Brighton has been encouraged to apply for 2025 SCORE grant funding through Ramsey County.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of New Brighton that City staff is authorized to apply for 2025 SCORE grant funding through Ramsey County.

ADOPTED this day of November 12, 2024, by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Dunsworth Absent)

Karl Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Haarstad, City Clerk

(SEAL)

2025 Recycling Performance Work Plan - Minimum Requirements

1. Complete all 2025 SCORE requirements, including reporting on time and submitting a mid-year status report.
2. Provide outreach to all residents about the municipality's recycling program and submit copies of materials to Ramsey County.
3. Use Ramsey County materials and information when and where appropriate to promote increased recycling, reuse and repair (e.g., Fix-it Clinics), medicine collection, household hazardous waste, organic waste and yard waste participation.
   a. Send materials to Ramsey County for review prior to distribution.
   b. Include county contact information on materials:
      i. 24/7 Recycling & Disposal Hotline: 651-633-EASY (3279)
      ii. RamseyRecycles.com
   c. Provide links to the Ramsey County web pages on municipality website.
4. Regularly update recycling content on the municipality's website.
5. Promote BizRecycling resources to businesses and Multi-unit Recycling.
6. Use hauler data to identify those not recycling and target educational materials
7. Ensure all multi-unit properties are meeting State law requirements to recycle and are receiving free Ramsey County resources.
8. Increase opportunities for recycling in public spaces.
   a. All recycling bins must be paired with a trash bin and in good condition.
   b. Labels must be readable.
   c. Promote Ramsey County's event container lending program and green event planning tips.
9. Enforce recycling contracts, including the assessment of penalties for non-compliance.
   a. Audit reporting by obtaining hauler weight tickets.
   b. Have labels replaced if not readable.
10. Work with Ramsey County to educate and move toward Food Scraps Pick up Program for all residents.
11. Attend County Recycling Coordinator meetings and attend a yearly composition study.
12. Complete one incentive each year to improve recycling, reuse, repair, reduce and rot.
13. Additional Incentive Activities will incorporate to work to improve the EJI Index within the city.

Contracted 2025 Recycling Rate

The City agrees to pay the Contractor per Residential Dwelling Unit (RDUs), per month, for the years specified in Section 6, Term of Agreement in accordance with the following table:

1/1/2024 to 12/31/2024	1/1/2025 to 12/31/2025	1/1/2026 to 12/31/2026	1/1/2027 to 12/31/2027	1/1/2028 to 12/31/2028
$4.49	$4.69	$4.90	$5.12	$5.35

4.1.2 Multiple Unit Residential Dwellings (MURDs)

The City agrees to pay the Contractor per MURD unit opting into this Agreement, per month, for the years specified in Section 6, Term of Agreement in accordance with the following table:

1/1/2024 to 12/31/2024	1/1/2025 to 12/31/2025	1/1/2026 to 12/31/2026	1/1/2027 to 12/31/2027	1/1/2028 to 12/31/2028
$2.50	$2.61	$2.73	$2.85	$2.98

Pricing for any potential one year contract extensions shall be based on the Consumer Price Index, water and sewer and trash collection services, and any subsequent changes in law. Pricing shall be for curbside collection every other week, processing, and marketing of recyclable materials.

For 2024, the City certifies that there are 6,303 curbside units that will receive service. By February 1st of each year, the City will review the number of certified units and notify the Contractor of any changes.

4.2 Method of Payment to the Contractor

The Contractor shall submit itemized bills for recycling collection services provided to the City on a monthly basis. Bills submitted shall be paid unconditionally within thirty (30) days from the date of receipt of invoice by the City. The Contractor shall submit the monthly documentation and reports with the monthly bill as detailed in Section 2.22. Payment to the Contractor will not be released unless the required paperwork is included in the monthly bill or submitted separately according to the deadlines as specified in Section 2.22.

4.3 Liquidated Damages

The Contractor agrees, in addition to any other remedies available to the City, that the City may withhold payment from the Contractor in the amounts specified below as liquidated damages for failure of the Contractor to fulfill its obligations.

The following acts or omissions shall also be considered a breach of this Agreement:

a) Failure to respond to legitimate service complaints within 24 hours in a reasonable and professional manner - $50 per incident.
b) Failure to collect properly notified missed collections (as per Section 2.13 of this Agreement) - $250 per incident.

Note: The NEW updated grant number has been provided to finance for incorporation into the final budget.

BUDGET REPORT FOR CITY OF NEW BRIGHTON

GL NUMBER	DESCRIPTION	2022 ACTIVITY	2023 ACTIVITY	2024 ADOPTED BUDGET	2024 ACTIVITY THRU 07/31/2024	2025 DEPT REQUESTED BUDGET	2025 CITY MGR RCMND BUDGET	2025 CITY MGR RCMND % CHANGE
FUND 101- RECYCLING								
ESTIMATED REVENUES								
INTERGOVERNMENTAL								
101-5152-35439	Recycling Grant	57,800	57,500	57,500	50,900	57,500	57,500	0.00
INTERGOVERNMENTAL		57,800	57,500	57,500	50,900	57,500	57,500	0.00
CHARGES FOR SERVICE - LATE CHARGES								
101-5152-36603	Late Charges	4,200	4,100	0	2,600	0	0	0.00
CHARGES FOR SERVICE - LATE CHARGES		4,200	4,100	0	2,600	0	0	0.00
CHARGES FOR SERVICE								
101-5152-36640	Recycling Fee	238,600	249,600	341,700	162,600	340,300	340,300	(0.41)
CHARGES FOR SERVICE		238,600	249,600	341,700	162,600	340,300	340,300	(0.41)
TOTAL ESTIMATED REVENUES		300,600	311,200	399,200	216,100	397,800	397,800	(0.35)
EXPENDITURES								
PERSONNEL SVCS								
101-5152-41100	REGULAR FT & PERM PART-TIME	21,300	22,300	23,300	13,000	24,000	24,000	3.00
101-5152-41301	INCENTIVE PAY	200	0	0	0	0	0	0.00
101-5152-41640	FICA/MEDICARE	1,600	1,600	1,800	900	1,800	1,800	0.00
101-5152-41645	PERA	1,600	1,700	1,700	1,000	1,800	1,800	5.88
101-5152-41650	Insurance Contrib	5,200	5,400	5,600	3,600	5,700	5,700	1.79
101-5152-41660	Workers' Comp	100	200	200	100	200	200	0.00
PERSONNEL SVCS		30,000	31,200	32,600	18,600	33,500	33,500	2.76
CONTRACTUAL SVCS								
101-5152-43330	Postage	1,700	2,600	3,100	2,800	3,500	3,500	12.90
101-5152-43340	Printing/Publishing	3,300	1,900	4,000	0	4,000	4,000	0.00
101-5152-43351	WASTE REMOVAL	245,400	252,900	341,700	163,400	340,300	340,300	(0.41)
	2025 RATE IS $4.69 PER UNIT PER YEAR			0		340,300	340,300	
101-5152-43352	CLEAN-UP DAY EXP.	17,200	9,600	12,000	3,800	13,000	13,000	8.33
CONTRACTUAL SVCS		267,600	267,000	360,800	170,000	360,800	360,800	0.00
TOTAL EXPENDITURES		297,600	298,200	393,400	188,600	394,300	394,300	0.23
NET OF REVENUES/EXPENDITURES - RECYCLING		3,000	13,000	5,800	27,500	3,500	3,500	(39.66)

RESOLUTION NO. 2024-090
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION AUTHORIZING TRANSFERS OF FUNDS FOR CAPITAL PROJECTS

WHEREAS, the City oftentimes finances the purchase of capital items using cash reserves in multiple funds, and

WHEREAS, the cash reserves must be transferred out of one fund and into the fund in which the asset will be accounted for, and

WHEREAS, the City's legal level of budgetary control is at the fund level and all transfers between funds must be authorized by City Council, and

WHEREAS, the transfers have previously been included in the 2024 budget and/or 2024-2033 Capital Improvement Plan adopted by Council.

NOW THEREFORE, BE IT RESOLVED the Finance Director is authorized and directed to transfer funds as follows:

1. Transfer $1,200,000 from the Community Reinvestment Fund (401) to the Parks Capital Project Fund (403).
2. Transfer $50,000 from the Capital Projects Fund (422) to the Pavement Management Fund (606).

ADOPTED this 12th day of November 2024 by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Dunsworth Absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

Resolution No. 2024-089

State of Minnesota
County of Ramsey
City of New Brighton

RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION FOR THE METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES 2025 PRIVATE PROPERTY INFLOW AND INFILTRATION GRANT PROGRAM

WHEREAS, the City of New Brighton has been identified by the Metropolitan Council Environmental Services (MCES) as a qualifying municipality for the MCES grant program which offers residents fifty percent reimbursement on residential sanitary sewer rehabilitation costs up to $5,000 for applicants not meeting any equity criteria or $10,000 for applicants meeting the equity criteria; and

WHEREAS, the grant application requires the City Council to pass a resolution authorizing staff to apply for the grant and authorizing the Mayor and City Manager to sign the grant agreement on behalf of the City of New Brighton; and

WHEREAS, the MCES also requires the City to agree to act as a Grant Administrator for funds distributed by MCES to vendors that have met the grant requirements and performed work for New Brighton residents as part of the program; and

WHEREAS, the City anticipates it will be one of the several communities participating in the grant program, which program terminates once MCES awards the total of $1,500,000 set aside for the program.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of New Brighton, Minnesota:

1. The City of New Brighton supports the grant application made to the Metropolitan Council Environment Services for the 2025 Private Property Inflow and Infiltration Grant Program.
2. The City is authorized to act as the Grant Administrator for the MCES 2025 Private Property Inflow and Infiltration Grant Program for residents that meet the program requirements.
3. The Mayor and City Manager are authorized to sign the grant agreement on behalf of the City and to deliver and execute such documents as may be required by the MCES or the City to administer the Grant Program.
4. The Director of Community Assets and Development is designated as the authorized representative for the City for the Program and is authorized to provide certifications required by the Program and to submit pay claims for reimbursement or Program costs on behalf of the City.
5. City Staff are authorized to apply for the Metropolitan Council Environmental Services 2025 Private Property Inflow and Infiltration Grant Program.

Adopted this 12th day of November, 2024, by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Dunsworth Absent.)



Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-088
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION APPROVING A SUMMARY PUBLICATION FOR ORDINANCE NO. 914 ADOPTING AND ENACTING A NEW CODE; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of New Brighton has adopted the above referenced ordinance Adopting and Enacting a New Code; Providing for the Repeal of Certain Ordinances; Providing a Penalty for the Violation Thereof; Providing for the Manner of Amending Such Code; and Providing an Effective Date; and,

WHEREAS, Minnesota Statutes, section 412.191, subdivision 4 allows publication by title and summary in the case of lengthy ordinances or those containing maps or charts; and

WHEREAS, the City Council believes that the following summary would clearly inform the public of the intent and effect of Ordinance 914;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton that the following summary of Ordinance No. 914 shall be published in the official newspaper in lieu of the entire ordinance:

SUMMARY PUBLICATION

ORDINANCE NO. 914
ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF NEW BRIGHTON, MINNESOTA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

Ordinance 914 was approved by the City Council on November 12, 2024, adopting a fully updated and reorganized City Code. This update restructures regulatory sections, removes gendered language, eliminates obsolete references to state statutes, policies, and practices, and aligns with current state statutes. To ensure accessibility for the public, the updated City Code will be available on the City's website prior to its enactment date of January 1, 2025. The full ordinance is available for review at New Brighton City Hall, 803 Old Highway 8 NW, New Brighton, Minnesota, 55112 during regular office hours or by contacting City Clerk Terri Haarstad at terri.spangrud@newbrightonmn.gov or 651-638-2045.

ADOPTED this 12th day of November 2024 by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Dunsworth Absent)



Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-087
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION AUTHORIZING AN INTERFUND LOAN FROM THE COMMUNITY REINVESTMENT FUND TO THE STORMWATER MANAGEMENT FUND

WHEREAS, the City utilizes internal loans from the Community Reinvestment Fund to the Enterprise Funds in order to avoid external borrowing costs and maintain a steady utility bill rate structure, and

WHEREAS, the internal loans are included in the 20-year Utility Rate Analysis that is reviewed and adopted by Council each year, and

WHEREAS, the 2024-2043 Utility Rate Analysis included an interfund loan of $800,000 to the Stormwater Fund in order to finance the stormwater-related costs associated with the 2024 street improvement project, and

WHEREAS, the Community Reinvestment Fund has reserve funds available to loan to the Stormwater Management Fund.

NOW THEREFORE, BE IT RESOLVED by the City Council (the "Council") of the City of New Brighton, Ramsey County, Minnesota (the "City") as follows:

1. The interfund loan from the Community Reinvestment Fund to the Stormwater Fund in the amount of $800,000 is authorized.
2. Interest will accrue at the rate of 3% per annum with a loan commencement date of November 1, 2024.
3. Principal and accrued interest payments will be made in 20 equal semiannual installments on May 1 and November 1 of each year, with the first payment beginning on May 1, 2025.
4. Repayment of the balance of the loan may be made in advance at any time.

ADOPTED this 12th day of November 2024 by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Dunsworth Absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-086
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION AUTHORIZING A TRANSFER FROM THE STREET FINANCING FUND TO THE STREET IMPROVEMENT CAPITAL PROJECT FUND

WHEREAS, the City upholds an ongoing commitment to internally finance annual street improvement projects through the Street Financing Fund, and

WHEREAS, the funding sources of the Street Financing Fund include Local Government Aid, investment interest, street assessment payments and internal loan repayments, and

WHEREAS, the 2024 street improvement project requires a transfer of $3,040,000 in order to finance the up-front construction costs, and

WHEREAS, 25 percent of the street project costs will be repaid through special assessments to the benefiting properties, and

WHEREAS, the remaining balance will be paid back to the Street Financing Fund through the City's general property tax levy over 10 years at 3 percent interest, and

WHEREAS, the first internal loan payment has been adopted in the 2024 General Fund Budget as a $266,000 Transfer Out, and

WHEREAS, the Street Financing Fund has adequate cash reserves to accommodate this internal loan.

NOW THEREFORE, BE IT RESOLVED the Finance Director is authorized and directed to transfer $3,040,000 from the Street Financing Fund (410) to the Street Improvement Capital Project Fund (438).

ADOPTED this 12th day of November 2024 by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Dunsworth Absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

Resolution No. 2024-085

State of Minnesota
County of Ramsey
City of New Brighton

RESOLUTION ESTABLISHING NO-PARKING ON THE WEST SIDE OF 8TH AVENUE NW BETWEEN 5TH STREET NW AND OLD HIGHWAY 8 NW

WHEREAS, the Old Highway 8 – 3 Lane Conversion Project included the extension of 8th Avenue NW to 5th Street NW from its previous termination point at the entrance to 617 8th Avenue NW (Brighton Oaks). Due to right of way constraints and inclusion of a sidewalk, the 8th Avenue extension was constructed with a reduced roadway width of 26 feet; and

WHEREAS, following completion of the 8th Avenue extension, staff routinely observed vehicles parking along both sides of 8th Avenue NW beyond the allowed times outlined in the City parking ordinance and often overnight; and

WHEREAS, on November 14, 2023 City Council approved the installation of "No Parking" signs along the east side of 8th Avenue NW from 5th Street NW to Old Highway 8 NW; and

WHEREAS, following installation of "No Parking" signs on the east side of 8th Avenue NW, staff have continued to observe on street parking beyond the allowed times outlined in the City parking ordinance; and

WHEREAS, due to the reduced street width and the need to maintain safe and reliable travel for City snow removal fleet and emergency vehicles, staff recommends installation of "No Parking" signs on the west side of 8th Avenue in addition to the "No Parking" signs already in place along the east side.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of New Brighton, Minnesota, that no-parking is established on the west side of 8th Avenue NW between 5th Street NW and Old Highway 8 NW.

Adopted this 12th day of November, 2024, by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Dunsworth Absent)

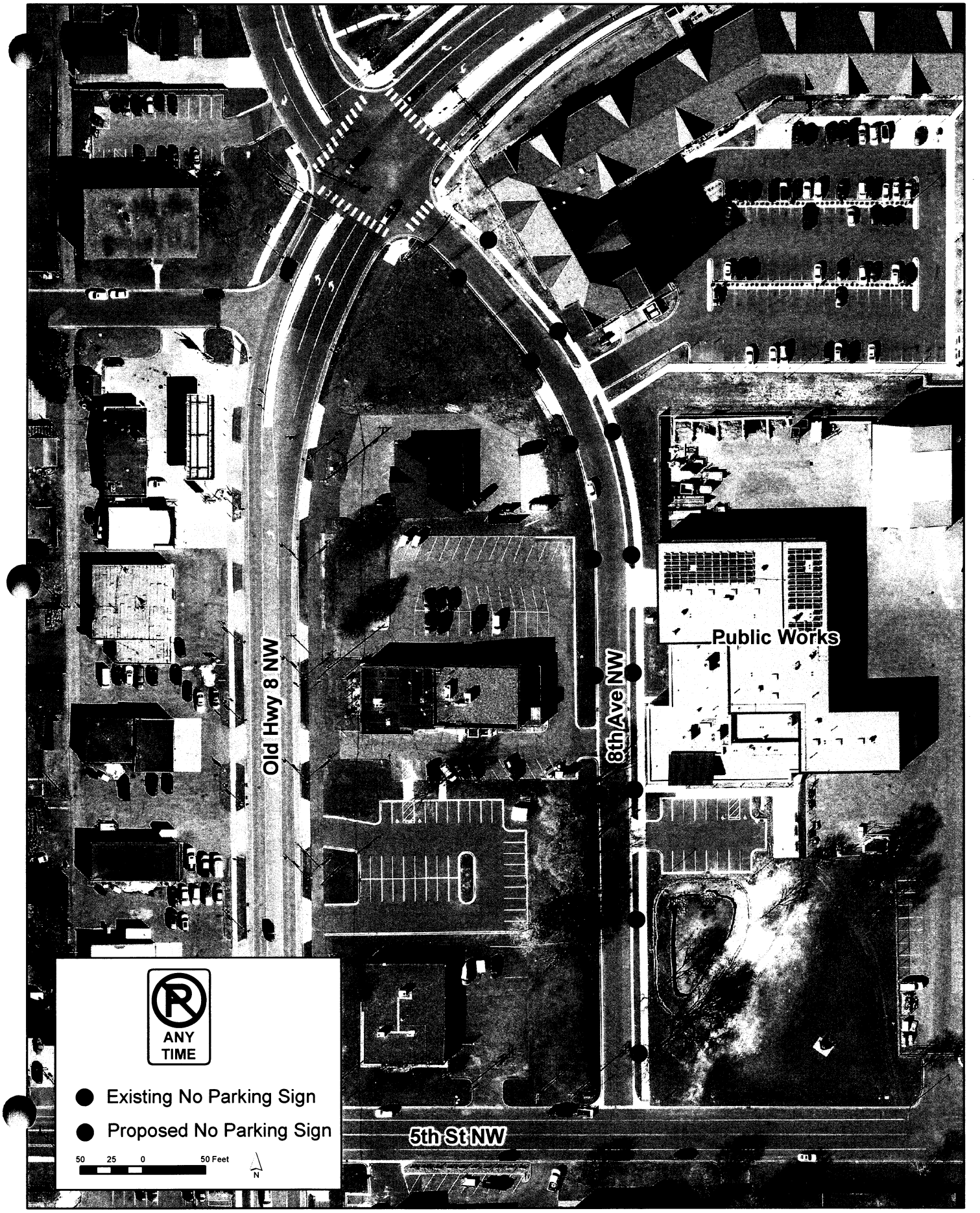
Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

No Parking Sign Locations - 8th Ave NW



Resolution No. 2024-084

State of Minnesota
County of Ramsey
City of New Brighton

RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION FOR THE 2025 RICE CREEK WATERSHED DISTRICT STORMWATER MANAGEMENT GRANT PROGRAM

WHEREAS, the City of New Brighton supports the grant application made to the Rice Creek Watershed District for the 2025 Stormwater Management Grant Program; and

WHEREAS, the City of New Brighton recognizes if the grant application is approved it will be eligible for grant funding of up to 50 percent of eligible project costs with a maximum allocation of $100,000 per eligible project.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of New Brighton, Minnesota:

1. That City Staff are authorized to apply for the 2025 Rice Creek Watershed District Stormwater Management Grant Program.

Adopted this 12th day of November, 2024, by the New Brighton City Council with a vote of 4 ayes and 0 nays. C Dunsworth Absent

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-083
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION ACKNOWLEDGING AND ACCEPTING DONATIONS FOR PUMPKIN WALK

WHEREAS, the Parks and Recreation Department has organized the 2024 Pumpkin Walk event to provide a festive and safe celebration for the community; and

WHEREAS, numerous organizations, businesses, and individuals have offered generous donations to support the Pumpkin Walk event, including financial contributions, candy, food, pumpkins, decorations, and volunteer time; and

WHEREAS, these donations significantly enhance the community's experience and contribute to the success of this beloved event;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF NEW BRIGHTON, MINNESOTA, AS FOLLOWS:

1. Acceptance of Donations. The City Council hereby gratefully accepts the following donations in support of the 2023 Pumpkin Walk event:

- New Brighton Lions Club: $2,000.00
- Canteen Vending: 2,160 packages of 3.6oz candy
- Raising Cane's: 2,600 free kids' meal coupons
- Hy-Vee Spring Lake Park: 20 pumpkins and 72 cupcakes
- Councilmember Axberg: 30 pumpkins
- Cub Foods New Brighton: 20 pumpkins
- Cub Foods St. Anthony: 20 pumpkins
- Northeast Bank: $100.00
- The Exchange: $100.00 in gift cards
- Big Louie's: 4 bags of candy and 2 boxes of fruit snacks
- Innovative Office Solutions: 3 bags of candy
- Adagios Pizza Factory: Discounted pricing on pizza

- The following organizations and individuals for donations of time, candy, and decorations for the Trunk or Treat portion of the event:
- Tyler Hanson State Farm
- Silver Lake Dental
- Sharese Malone
- Christ the King
- New Brighton Lions Club
- Dirty Boys Landscaping
- Alaya Insurance
- Northern Impact Volleyball Club

- St. John's the Baptist Catholic Church
- Jackson Hewitt
- Sky Zone - Blaine
- Core Pet Zone
- Legends Rescue
- NorthStar Bus Lines
- Xcel Energy
- Rise
- New Brighton Farmers Market

2. The City Council extends its sincere gratitude to all the generous donors listed above. Their support and contributions are invaluable to the community and greatly enhance the quality and enjoyment of the Pumpkin Walk event.

3. Parks and Recreation is authorized to utilize these donations in the planning, operation, and execution of the 2024 Pumpkin Walk event.

ADOPTED this 12nth day of November by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Dunsworth Absent

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

Resolution No. 2024-082

State of Minnesota
County of Ramsey
City of New Brighton

RESOLUTION ORDERING PREPARATION OF A FEASIBILITY STUDY FOR CITY PROJECT 25-1, 2025 STREET REHABILITATION

WHEREAS, it is proposed to improve Thorndale Avenue (Rice Creek Road to cul-de-sac); Mounds Avenue; Violet Lane; Violet Court; Mississippi Circle; Erin Court; Thorndale Avenue (Mississippi Street to Valley View Lane); Rainbow Avenue; Oriole Avenue; Valley View Lane (Oriole Avenue to cul-de-sac), and to assesses benefited properties for all or a portion of the costs of the improvement, pursuant to Minnesota Statutes, Chapter 429.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of New Brighton, Minnesota:

1. That the proposed improvement, called City Project 25-1, 2025 Street Rehabilitation, be referred to the Director of Community Assets and Development for study and is instructed to report to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvement is necessary, cost effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvements recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

Adopted this 12th day of November, 2024, by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Dunsworth Absent)

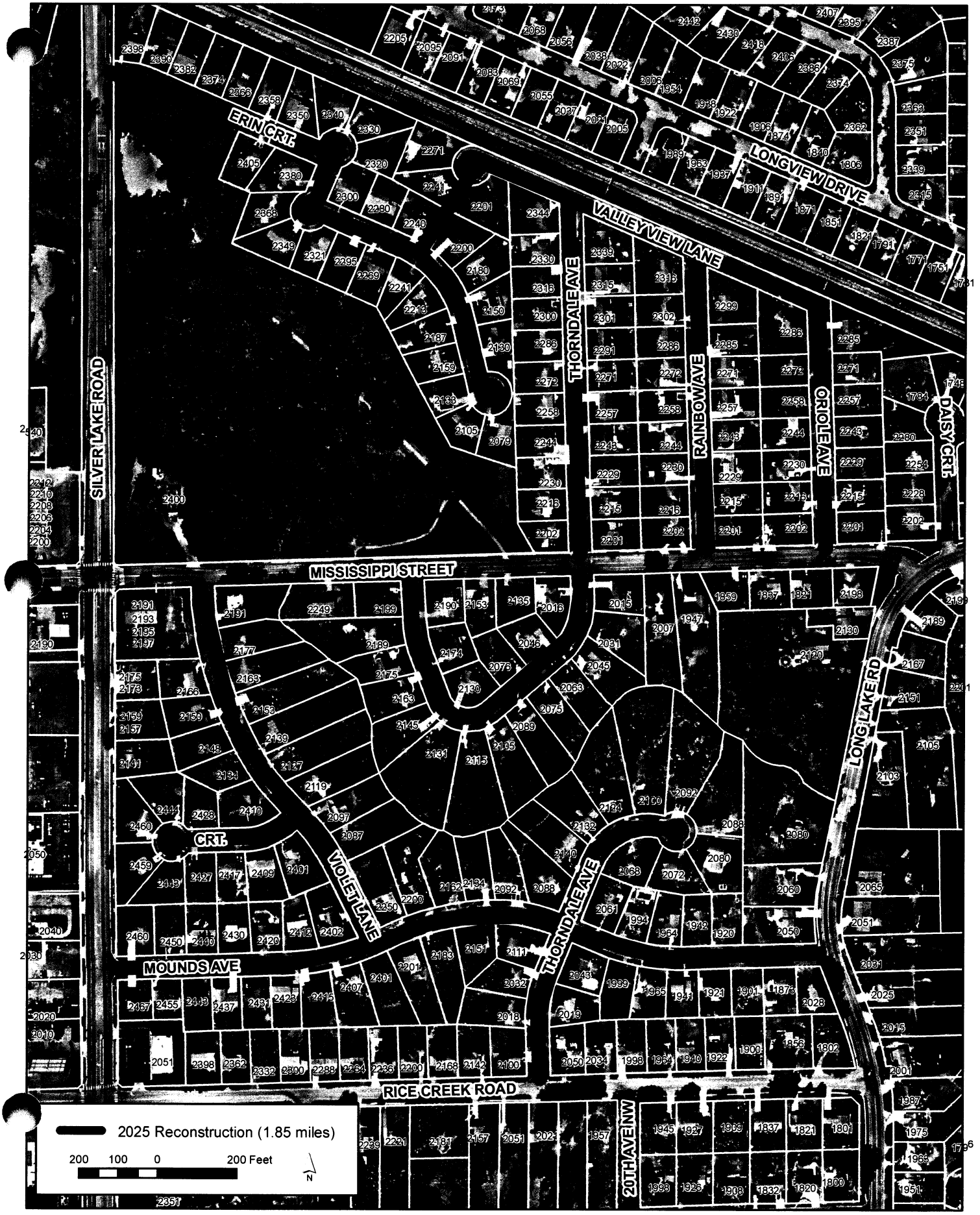
Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

2025 Street Rehabilitation Map



RESOLUTION 2024-081
STATE OF MINNESOTA
CITY COUNCIL
CITY OF NEW BRIGHTON

RESOLUTION MAKING FINDINGS OF FACT AND APPROVING A SITE PLAN REVIEW FOR LAURIS VALTINSON AND VALTINSON FINANCIAL AUTHORIZING CONSTRUCTION OF A SECOND STORY OFFICE ADDITION AT 388 CLEVELAND AVENUE

WHEREAS, the City of New Brighton is a municipal corporation, organized and existing under the laws of the State of Minnesota; and,

WHEREAS, the City Council of the City of the New Brighton has adopted a comprehensive plan and corresponding zoning regulations to promote orderly development and utilization of land within the city; and,

WHEREAS, Lauris Valtinson (the "Applicant") is owner of property at 388 Cleveland Avenue SW which has the property identification number of 32-30-23-14-0017 and is legally described as:

The North 105.68 feet of the following described property:

The North 300.00 feet, except therefrom the Northerly 100 feet of that part of the South 10 acres of the Southeast Quarter of the Northeast Quarter of Section 32, Township 30, Range 23, Ramsey County, Minnesota, lying Easterly of State Trunk Highway 394.

Ramsey County, Minnesota
Abstract Property

and

The North 300.00 feet, except therefrom the Northerly 205.68 feet of that part of the South 10 acres of the Southeast Quarter of the Northeast Quarter of Section 32, Township 30, Range 23, Ramsey County, Minnesota, lying Easterly of State Highway 394.

Ramsey County, Minnesota
Abstract Property

and

WHEREAS, the Applicant's property is guided by the Comprehensive Plan for Commercial use, and is zoned B-1 on the City's official zoning map; and

WHEREAS, the Applicant is seeking to build a new second story office addition on the property to support the existing business; and

WHEREAS, the Applicant cannot secure a building permit for the proposed improvements until a site plan has been reviewed and approved by the City Council; and

WHEREAS, the Applicant made application to the City for site plan review on 9/17/24, and supplied all necessary plans to support staff's review; and

WHEREAS, staff fully reviewed the request and prepared a report for consideration by the Planning Commission at their meeting on October 15, 2024; and

WHEREAS, the Planning Commission recommended approval of the request on October 15, 2024, based on the applicant's submittals and findings of fact; and

WHEREAS, the City Council considered on October 22nd, 2024, the recommendations of the Planning Commission, Staff, the Applicant's submissions, the contents of the staff report, and other evidence available to the Council.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of New Brighton hereby approves the proposed site plan based on the following findings of fact:

1. *The proposed improvements are conforming to all code requirements, and do not require the issuance of a special use permit or variances.*
2. *Proposed building materials are allowed by code and will match the existing principal structure.*
3. *The proposed building height will be less than the 36-foot maximum allowed in the B-1 district.*
4. *The alternative landscaping plan being proposed exceeds all requirements for the past garage addition and this proposed addition and is necessary to protect solar access for the solar array on the garage.*
5. *Improvements do not pose a parking or traffic risk.*

BE IT FURTHER RESOLVED that approval of the site plan shall be subject to the following conditions:

1. *Any future 200 square foot addition (or more) of structure to the site moving forward will trigger the next round of landscaping upgrades as required by code. Plantings to be based on 1360 square feet + new addition >200 square feet.*

ADOPTED this 22nd day of October 2024 by the New Brighton City Council with a vote of __ ayes and __ nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION
STATE OF MINNESOTA
CITY COUNCIL
CITY OF NEW BRIGHTON

RESOLUTION MAKING FINDINGS OF FACT AND APPROVING A SITE PLAN REVIEW FOR LAURIS VALTINSON AND VALTINSON FINANCIAL AUTHORIZING CONSTRUCTION OF A SECOND STORY OFFICE ADDITION AT 388 CLEVELAND AVENUE

WHEREAS, the City of New Brighton is a municipal corporation, organized and existing under the laws of the State of Minnesota; and,

WHEREAS, the City Council of the City of the New Brighton has adopted a comprehensive plan and corresponding zoning regulations to promote orderly development and utilization of land within the city; and,

WHEREAS, Lauris Valtinson (the "Applicant") is owner of property at 388 Cleveland Avenue SW which has the property identification number of 32-30-23-14-0017 and is legally described as:

The North 105.68 feet of the following described property:

The North 300.00 feet, except therefrom the Northerly 100 feet of that part of the South 10 acres of the Southeast Quarter of the Northeast Quarter of Section 32, Township 30, Range 23, Ramsey County, Minnesota, lying Easterly of State Trunk Highway 394.

Ramsey County, Minnesota
Abstract Property

and

The North 300.00 feet, except therefrom the Northerly 205.68 feet of that part of the South 10 acres of the Southeast Quarter of the Northeast Quarter of Section 32, Township 30, Range 23, Ramsey County, Minnesota, lying Easterly of State Highway 394.

Ramsey County, Minnesota
Abstract Property

and

WHEREAS, the Applicant's property is guided by the Comprehensive Plan for Commercial use, and is zoned B-1 on the City's official zoning map; and

WHEREAS, the Applicant is seeking to build a new second story office addition on the property to support the existing business; and

WHEREAS, the Applicant cannot secure a building permit for the proposed improvements until a site plan has been reviewed and approved by the City Council; and

WHEREAS, the Applicant made application to the City for site plan review on 9/17/24, and supplied all necessary plans to support staff's review; and

WHEREAS, staff fully reviewed the request and prepared a report for consideration by the Planning Commission at their meeting on October 15, 2024; and

WHEREAS, the Planning Commission recommended approval of the request on October 15, 2024, based on the applicant's submittals and findings of fact; and

WHEREAS, the City Council considered on October 22nd, 2024, the recommendations of the Planning Commission, Staff, the Applicant's submissions, the contents of the staff report, and other evidence available to the Council.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of New Brighton hereby approves the proposed site plan based on the following findings of fact:

1. *The proposed improvements are conforming to all code requirements, and do not require the issuance of a special use permit or variances.*
2. *Proposed building materials are allowed by code and will match the existing principal structure.*
3. *The proposed building height will be less than the 36-foot maximum allowed in the B-1 district.*
4. *The alternative landscaping plan being proposed exceeds all requirements for the past garage addition and this proposed addition and is necessary to protect solar access for the solar array on the garage.*
5. *Improvements do not pose a parking or traffic risk.*

BE IT FURTHER RESOLVED that approval of the site plan shall be subject to the following conditions:

1. *Any future 200 square foot addition (or more) of structure to the site moving forward will trigger the next round of landscaping upgrades as required by code. Plantings to be based on 1360 square feet + new addition >200 square feet.*

ADOPTED this 22nd day of October 2024 by the New Brighton City Council with a vote of 5 ayes and 0 nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION 2024-080
CITY COUNCIL
CITY OF NEW BRIGHTON

RESOLUTION MAKING FINDINGS OF FACT AND APPROVING A SPECIAL USE PERMIT AND SITE PLAN TO ALLOW CONSTRUCTION OF A ONE STORY ACCESSORY GARAGE WHICH MAINTAINS THE LEGAL NONCONFORMING ONE STORY CONFIGURATION OF BUILDINGS AT 575 OLD HIGHWAY 8

WHEREAS, the City of New Brighton is a municipal corporation, organized and existing under the laws of the State of Minnesota; and,

WHEREAS, the City Council of the City of the New Brighton has adopted a comprehensive plan and corresponding zoning regulations to promote orderly development and utilization of land within the city; and,

WHEREAS, RKB & Associates LLC, represented by Cary Becker, owns the property at 575 Old Highway 8 which is legally described as:

The north 100.00 feet of the south 580.00 feet of the west 260.00 feet of the Northeast Quarter of Section 29, Township 30, Range 23, Ramsey County, Minnesota except that part which lies westerly of the following described line:

Commencing at the southeast corner of said north 100.00 feet of the south 580.00 feet of the west 260.00 of the Northeast Quarter of Section 29; thence North 89 degrees 58 minutes 54 seconds West, assumed bearing, along the south line of the north 100.00 feet of the south 580.00 feet of said Northeast Quarter a distance of 220.02 feet to the point of beginning of the line to be described; thence North 10 degrees 05 minutes 49 seconds East a distance of 101.57 feet to the north line of the south 580.00 feet of said Northeast Quarter and said line there terminating.

And

That part of the south 20.00 feet of Lot 1, Block 2, MIDTOWN VILLAGE SECOND ADDITION, Ramsey County, Minnesota, which lies between the follwing described "Line A" and "Line B":

"Line A" is described as commencing at the southwest corner of said Lot 1, Block 2; thence South 89 degrees 58 minutes 51 seconds East, assumed bearing, along the south line of said Lot 1, Block 2 a distance of 156.37 feet to the point of beginning of the line to be described; thence northwesterly 65.58 feet along a non tangential curve, concave to the southwest, said curve having a radius of 275.00 feet, a delta angle of 13 degrees 39 minutes 52 seconds and a chord bearing of North 34 degrees 22 minutes 28 seconds West to the northeasterly line of said Lot 1, Block 2 and said line there terminating.

and

"Line B" is described as beginning at the southwest corner of said Lot 1, Block 2 (the south line of said Lot 1, Block 2 has as assumed bearing of South 89 degrees 58 minutes 51 seconds East); thence North 23 degrees 40 minutes 13 seconds East a distance of 98.53 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 48.10 feet to the northeasterly line of said Lot 1, Block 2 and there terminating.

WHEREAS, the property at 575 Old Highway 8 was recently rezoned to Mixed Use Neighborhood, and the existing one-story building on the property is legal nonconforming to the height standards of the new district; and

WHEREAS, mixed use district regulations allow for expansion of legal nonconforming buildings via special use permit provided the proposed plans adhere to the new zoning standards to the greatest degree practical; and

WHEREAS, RKB & Associates LLC filed an application seeking a special use permit and site plan to authorize construction of a new one-story garage to the east of the existing office building and expansion of the existing parking lot; and

WHEREAS, the new garage will be conforming to build-to setbacks from the secondary road, and would meet design requirements as materials and height would match the primary structure; and

WHEREAS, the applicants will be installing required landscaping to meet required site plan landscaping standards; and

WHEREAS, staff fully reviewed the request and prepared a report for consideration by the Planning Commission at their meeting on October 15, 2024; and

WHEREAS, the Planning Commission held a public hearing on the request at the October 15th meeting and considered input from residents; and

WHEREAS, the Planning Commission recommended approval of the request on October 15th based on the applicant's submittals and findings of fact; and

WHEREAS, the City Council considered on October 22, 2024, the recommendations of the Planning Commission, Staff, the Applicant's submissions, the contents of the staff report, and other evidence available to the Council.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of New Brighton hereby approves the requested special use permit and site plan based on the following findings of fact:

1. The subject property is guided for mixed use by the 2040 comprehensive plan, and a corporate office supporting A professional service business is a permitted use in the MUN zoning district.
2. The proposed addition will meet required setbacks, and the proposed building materials are allowed by code and were deemed to be complementary to the existing building.
3. The new addition will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare of the community.
4. The new garage will not further impact the use and enjoyment of the subject and surrounding properties provided conditions are addressed.
5. Continued investment on this commercial property will not have detrimental impact on area property values.
6. The new addition will have no impact on the subsequent development (or redevelopment) of surrounding property.
7. The subject site is adequately served by public utilities, roads, and drainage facilities to accommodate the proposed garage and site changes;
8. The special use will be in conformance with all underlying zoning district requirements for expansion of a legal nonconforming building in the Mixed-Use Neighborhood District.

BE IT FURTHER RESOLVED, that approval of the special use permit and site plan shall be subject to the following conditions:

1. Material used on the proposed building addition shall match or complement the materials on the existing building per plans.
2. The applicant shall work with the City Forester to select the species of shrubs to be planted on the Old Highway 8 side of the existing building (minimum of two shrubs in minimum 5-gallon pots).
3. The applicant shall be required to correct any lighting problems that are identified following construction.

ADOPTED this 22nd day of October 2024, by the New Brighton City Council with a vote of 5 ayes and 0 nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION 2024-079
STATE OF MINNESOTA
CITY COUNCIL
CITY OF NEW BRIGHTON

RESOLUTION MAKING FINDINGS OF FACT AND APPROVING A PRELIMINARY AND FINAL PLAT NAMED INNSBRUCK FOR THE SUBDIVISION OF LAND AT 2303 3RD AVENUE NW

WHEREAS, the City of New Brighton is a municipal corporation, organized and existing under the laws of the State of Minnesota; and,

WHEREAS, the City Council of the City of the New Brighton has adopted a comprehensive plan and corresponding zoning regulations to promote orderly development and utilization of land within the city; and,

WHEREAS, Dione Holdings LLC, represented by Alex Eaton and Brady DeVore (the "Applicant") is owner of property at 2303 3rd Avenue NW which has the property identification number of 30-30-23-43-0018 and is legally described as:

That part of the West 635.5 feet of the South Half of the Southeast Quarter of Section 30, Township 30, Range 23, Ramsey County, Minnesota, lying Northerly of a line described as follows:

Beginning at a point on the West line of said South Half of the Southeast Quarter, distant 392.6 feet South of the Northwest corner of said South Half; thence East parallel with the North line of said South Half, 72.85 feet; thence Southeasterly 563.7 feet to a point 635.5 feet East of said West line of said Southeast Quarter, and 437.2 feet South of said North line of said South Half.

EXCEPT that part thereof lying Westerly of the centerline of Silver Lake Road, said centerline being described as follows:

Beginning at the South Quarter corner of said Section 30; thence Northerly at an angle of 1 degrees 32 minutes 32 seconds as measured from West to East from the West line of the Southeast Quarter of said Section 30, for a distance of 1,559.19 feet and said centerline there terminating, Ramsey County, Minnesota.

Abstract Property

This map and report was prepared with the benefit of a Commitment for Title Insurance issued by Land Title, Inc as agent for Stewart Title Guaranty Company, File No. 701629, dated August 20, 2024.

and

WHEREAS, the Applicant's property is guided by the Comprehensive Plan for Mixed Use Neighborhood, and is zoned Mixed Use Neighborhood (MUN) on the City's official zoning map; and

WHEREAS, the Applicant is seeking to plat the property into Lot 1, Block 1, and a new Outlot A to prepare the land for refinancing; and

WHEREAS, the Applicant made application to the City for concurrent preliminary and final plat reviews on review on 9/30/24, and supplied all necessary plans to support staff's review; and

WHEREAS, staff fully reviewed the request and prepared a report for consideration by the Planning Commission at their meeting on October 15, 2024; and

WHEREAS, the Planning Commission recommended approval of the request on October 15, 2024, based on the applicant's submittals and findings of fact; and

WHEREAS, the City Council held a public hearing and considered on October 22nd, 2024, the recommendations of the Planning Commission, Staff, the Applicant's submissions, the contents of the staff report, and other evidence available to the Council.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of New Brighton hereby approves the preliminary and final plats for Innsbruck based on the following findings of fact:

1. *The subject property is guided for mixed use by the 2040 Comprehensive Plan, the property's MUN zoning designation is consistent with this land use classification; and the existing property use is allowed within the MUN zoning district.*
2. *The existing multi-family complex will become more conforming to new MUN zoning district requirements as one of the buildings will now be within the required built-to areas.*
3. *The existing multi-family complex on Lot 1 will be conforming to comprehensive plan guidance for overall density on a mixed use site.*
4. *All required drainage and utility easements will be established as a result of this plat;*
5. *Each of the proposed lots will have adequate access to the local roadway system;*
6. *Each of the proposed lots can be adequately served by existing municipal services;*
7. *No public safety concerns were identified;*
8. *Identified impacts and issues can be addressed via conditions.*

BE IT FURTHER RESOLVED that approval of the site plan shall be subject to the following conditions:

1. *Prior to the production of final mylars:*
    a. *The applicant shall have the final plat reviewed by Ramsey County for needed changes. Any updates required by the County can be administratively approved by City staff for inclusion on the plat.*
    b. *The applicant shall make updates to the final plat as required by the City Attorney to address legal concerns.*

2. *Prior to the City signing of the final mylars:*
    a. *Plat updates as required by Ramsey County or the City Attorney shall be implemented to the satisfaction of the City Attorney.*
    b. *The administrative RCWD permit should be secured.*
3. *Outlot A must be re-platted into a buildable lot in the future prior to (or in conjunction with) any development proposal for said land.*
4. *Reference monuments shall be placed in the subdivision as required by state law.*

ADOPTED this 22nd day of October 2024 by the New Brighton City Council with a vote of __ ayes and __ nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-078
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION ACKNOWLEDGING AND ACCEPTING DONATION FROM THE API GROUP FOR TRASH, RECYCLE, AND COMPOST RECEPTACLES

WHEREAS, the City of New Brighton recognizes the importance of maintaining a clean, sustainable, and environmentally responsible community; and

WHEREAS, the City has implemented waste management programs to reduce waste and promote sustainability through the adoption of Minnesota Green Step Cities; and

WHEREAS, API Group, a responsible and environmentally conscious organization, has expressed its desire to contribute to the City's waste management efforts by donating trash, recycle, and compost receptacles; and

WHEREAS, the acceptance of these donations from API Group will support the City's waste management programs, enhance recycling and composting efforts, and reduce landfill waste; and

WHEREAS, the City of New Brighton believes that the collaboration with API Group will set a positive example of corporate social responsibility and community partnership;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton to hereby authorizes the acceptance of trash, recycle, and compost receptacle donations from API Group, as offered. The New Brighton Parks and Recreation Department is designated as the responsible entity for the coordination, collection, and processing of the donated materials from the API Group.

ADOPTED this 22nd day of October by the New Brighton City Council with a vote of 5 ayes and 0 nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-077
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT – MINNESOTA DEPARTMENT OF PUBLIC SAFETY,
Intensive Comprehensive Peace Officer Education and Training

WHEREAS, the New Brighton Department of Public Safety is responsible for providing an adequately staffed police division to provide 24-hour police services in the City of New Brighton;

WHEREAS, the Minnesota Department of Public Safety is funding the Intensive Comprehensive Peace Officer Education and Training grant program to address the critical shortage of peace officers in the state to recruit, educate, and train qualified college graduates to become license-eligible peace officers;

Whereas, the New Brighton Department of Public Safety applied for grant funding from the Minnesota Department of Public Safety for the 2025 Intensive Comprehensive Peace Officer Education and Training grant program to aid in its recruitment efforts;

Whereas, the New Brighton Department of Public Safety grant application was approved;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton

1. The City of New Brighton enter into a grant agreement with the Minnesota Department of Public Safety, Office of Justice Programs for the project entitled 2025 Intensive Comprehensive Peace Officer Education and Training grant during the period from October 1, 2024 through September 30, 2025;
2. Sergeant Matt Farmer is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the New Brighton Department of Public Safety and to be the fiscal agent and administer the grant
3. The position of Police Cadet will be created for the successful applicant, under the adopted wage scale PST8 Step 2

ADOPTED this 22nd day of October 2024 by the New Brighton City Council with a vote of 5 ayes and 0 nays.

Kari Niedfeldt-Thomas, Mayor

ATTEST:

Terri Spangrud, City Clerk

Devin Massopust, City Manager

Minnesota Department of Public Safety ("State") Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	**Grant Program:** Intensive Comprehensive Peace Officer Education and Training 2025 **Grant Contract Agreement No.:** A-ICPOE-2025-NEWBRICI-004
Grantee: City of New Brighton 803 NW Old Hwy 8 New Brighton, Minnesota 55112	**Grant Contract Agreement Term:** **Effective Date:** 12/1/2024 **Expiration Date:** 9/30/2025
Grantee's Authorized Representative: Matt Farmer, Sergeant City of New Brighton 785 NW Old Hwy 8 New Brighton, Minnesota 55112 (651) 288-4159 matt.farmer@newbrightonmn.gov	**Grant Contract Agreement Amount:** Original Agreement $49,574.53 Matching Requirement $0.00
State's Authorized Representative: Kristin Lail, Grants Specialist Coordinator Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 230-3358 Kristin.lail@state.mn.us	**Federal Funding:** CFDA/ALN: None **FAIN:** N/A **State Funding**: Minnesota Session Laws of 2023, Chapter 52, Article 2, Section 3, Subdivision 8. **Special Conditions**: None

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

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

The Grantee, who is not a state employee, will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved Intensive Comprehensive Peace Officer Education and Training 2025 Application ["Application"] which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota 55101-2139. The Grantee shall also comply with all requirements referenced in the Intensive Comprehensive Peace Officer Education and Training 2025 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (https://app.dps.mn.gov/EGrants), which are incorporated by reference into this grant contract agreement.

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

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

Resolution No. 2024-076

State of Minnesota
County of Ramsey
City of New Brighton

APPROVING A RESOLUTION OF SUPPORT TO THE MINNESOTA DEPARTMENT OF TRANSPORTATION – NOISE WALL

WHEREAS, the State of Minnesota, acting through its Commissioner of Transportation (MnDOT) and in accordance with Statute 161.125 – Sound Abatement Along Highways, proposes to study, design, and construct a noise wall improvement along the north side of TH 694 between the City of Fridley border (east city limits) and TH 694 Service Drive within the corporate City of New Brighton (City) limits, tentatively scheduled in the year 2030; and

WHEREAS, the City supports the continued study and design of this noise wall improvement, and have agreed to consider the City's participation in the costs of the noise wall construction and associated construction engineering in future City Capital Improvement programming.

NOW THEREFORE BE IT RESOLVED the City of New Brighton provide this resolution of support for the construction of a noise wall along the north side of TH 694 between the City of Fridley border (east city limits) and TH 694 Service Drive within the corporate City of New Brighton (City) limits.

Adopted this 22nd day of October, 2024, by the New Brighton City Council with a vote of 5 ayes and 0 nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

Resolution No. 2024-075

State of Minnesota
County of Ramsey
City of New Brighton

APPROVING A RESOLUTION OF SUPPORT TO THE MINNESOTA DEPARTMENT OF TRANSPORTATION – NOISE WALL

WHEREAS, the State of Minnesota, acting through its Commissioner of Transportation (MnDOT) and in accordance with Statute 161.125 – Sound Abatement Along Highways, proposes to study, design, and construct a noise wall improvement along the south side of TH 694 between 900 Long Lake Road and the railroad bridge within the corporate City of New Brighton (City) limits, tentatively scheduled in the year 2030; and

WHEREAS, the City supports the continued study and design of this noise wall improvement, and have agreed to consider the City's participation in the costs of the noise wall construction and associated construction engineering in future City Capital Improvement programming.

NOW THEREFORE BE IT RESOLVED the City of New Brighton provide this resolution of support for the construction of a noise wall along the south side of TH 694 between 900 Long Lake Road and the railroad bridge within the corporate City of New Brighton (City) limits.

Adopted this 22nd day of October, 2024, by the New Brighton City Council with a vote of 5 ayes and 0 nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

Resolution No. 2024-074

State of Minnesota
County of Ramsey
City of New Brighton

APPROVING A RESOLUTION OF SUPPORT TO THE MINNESOTA DEPARTMENT OF TRANSPORTATION – NOISE WALL

WHEREAS, the State of Minnesota, acting through its Commissioner of Transportation (MnDOT) and in accordance with Statute 161.125 – Sound Abatement Along Highways, proposes to study, design, and construct a noise wall improvement along the south side of TH 694 between 2860 Torchwood Drive and Berne Circle E (west city limits) within the corporate City of New Brighton (City) limits, tentatively scheduled in the year 2030; and

WHEREAS, the City supports the continued study and design of this noise wall improvement, and have agreed to consider the City's participation in the costs of the noise wall construction and associated construction engineering in future City Capital Improvement programming.

NOW THEREFORE BE IT RESOLVED the City of New Brighton provide this resolution of support for the construction of a noise wall along the south side of TH 694 between 2860 Torchwood Drive and Berne Circle E (west city limits) within the corporate City of New Brighton (City) limits.

Adopted this 22nd day of October, 2024, by the New Brighton City Council with a vote of 5 ayes and 0 nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION 2024-073
CITY COUNCIL
CITY OF NEW BRIGHTON

RESOLUTION AUTHORIZING PUBLICATION OF ORDINANCE NO. 900 BY TITLE AND SUMMARY

WHEREAS, the city council of the City of New Brighton has adopted Ordinance No. 900 an ordinance to regulate an Accessory Dwelling Unit Land Use; and

WHEREAS, the ordinance is lengthy; and

WHEREAS, Minnesota Statutes, section 412.191, subd. 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps; and

WHEREAS, the City Council believes that the following summary would clearly inform the public of the intent and effect of the ordinance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton, that the City Clerk shall cause the following summary of Ordinance No. 900 be published in the official newspaper in lieu of the entire ordinance:

Public Notice

The City Council of the City of New Brighton has adopted Ordinance No. 900 which regulates an Accessory Dwelling Unit (ADU) Land Use in the R-1, R-1A, and R-2 Zoning Districts. The use is a permitted accessory use upon meeting specified conditions which regulate ownership, parking, maximum size, yard setbacks, registration and rental licensing procedures, and architectural standards. A Special Use Permit option is available to allow detached ADUs to exceed 1064 square feet in size and/or be located within a front yard subject to meeting specific conditions. The full ordinance text is available for inspection at City Hall during regular business hours and will be emailed or sent to any party upon request.



Mayor Kari Niedfeldt-Thomas

BE IT FURTHER RESOLVED by the City Council of the City of New Brighton that the City Clerk keep a copy of the ordinance at city hall for public inspection, and that a full copy of the ordinance be posted in a public place within the city.

Adopted this 24th day of September 2024 by the City of New Brighton City Council with voting as follows:

Mayor Kari Niedfeldt-Thomas: Aye

Abdullahi Abdulle: Aye

Emily Dunsworth: Aye

Graeme Allen: Aye

Pamela Axberg: Aye

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

Resolution No. 2024-072

State of Minnesota
County of Ramsey
City of New Brighton

RESOLUTION ADOPTING ASSESSMENTS ON PROJECT 23-1, 2023 STREET REHABILITATION

BE IT RESOLVED by the City Council of the City of New Brighton, Minnesota as follows:

WHEREAS, pursuant to proper notice duly given as required by law, the City Council has met and heard and passed the proposed assessment of the benefited lots in the area.

BY: The construction of storm sewer, watermain improvements, sanitary sewer improvements, and street rehabilitation.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of New Brighton, Minnesota:

1. The total amount to be assessed is $223,551.72.

2. Such proposed assessment, referred to as Special Assessment Number S632523100 is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the improvement in the amount of the assessment levied against it.

3. Such assessment shall be payable in equal annual principal installments extending over a period of ten (10) years, the first installment to be payable on or after the first Monday in January 2025 and shall bear the interest at the rate of 3.00 percent per annum from the adoption of this assessment resolution.

4. The owner of any property so assessed may, at any time prior to the certification of the assessment to the County Auditor pay the whole of the assessment on such property with interest accrued to the date of the payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution and he may, at any time thereafter, pay the County Treasurer, the balance of assessments remaining unpaid with interest accrued in accordance with the statutes such in case made and provided.

5. The Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax list of the County and such assessments shall be collected and paid over the same manner as other municipal taxes.

Adopted this 24th day of September, 2024, by the New Brighton City Council with a vote of 5 ayes and 0 nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-071

STATE OF MINNESOTA

COUNTY OF RAMSEY

CITY OF NEW BRIGHTON

RESOLUTION APPOINTING IAN PIRNER TO THE ECONOMIC DEVELOPMENT COMMISSION

WHEREAS, the City of New Brighton has a vacancy on the Economic Development Commission for a term that expires March 31, 2025; and

WHEREAS, city staff advertised the opportunity on the City's social media channels and City Council and commission members worked to communicate the opportunity to the public; and

WHEREAS, the City Council reviewed all applications and interviewed all candidates;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton that the Ian Pirner be appointed to the Economic Development Commission to a term that begins effective immediately and ends March 31, 2025.

ADOPTED this 24 day of September 2024 by the New Brighton City Council with a vote of 5 ayes and 0 nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

Statewide Volunteer Firefighter Plan

CITY OF NEW BRIGHTON

RESOLUTION No. 2024-070

A RESOLUTION OPTING TO JOIN THE STATEWIDE VOLUNTEER FIREFIGHTER PLAN

The City Council of the City of New Brighton, Minnesota, does ordain:

WHEREAS: The City is authorized to join the Statewide Volunteer Firefighter Plan administered by the Public Employees Retirement Association (PERA); and

WHEREAS: The City and the City's Fire Department Relief Association have jointly consented to and obtained a cost analysis for joining the Statewide Volunteer Firefighter Plan from PERA not more than 120 days ago; and

WHEREAS: The City highly values the contributions of City Fire Department members to the safety and well being of our community and wishes to safeguard their pension investments in a prudent manner; and

WHEREAS: The existing benefit level for the City Fire Department is currently at $10,500 per year of service pursuant to current relief association bylaws.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEW BRIGHTON, MINNESOTA:

1) The City hereby approves coverage by and requests participation in the Statewide Volunteer Firefighter Plan administered by PERA under the terms provided in the PERA cost analysis at the $13,800 benefit level per year of service, effective January 1, 2025; and

2) The City hereby approves coverage by and requests participation in the Statewide Volunteer Firefighter Plan administered by PERA under the terms provided in the PERA cost analysis with the vesting schedule beginning at 40% after 5 years of service, increasing by 4% each year until 100% vesting is reached after 20 years of service; and

3) The City Manager and Mayor are hereby authorized to execute all documents necessary to effectuate the intent of this resolution.

ADOPTED this 10th day of September 2024 by the New Brighton City Council with a vote of 2 ayes and 1 nays. (Axberg Nay. Dunsworth and Abdulle Absent.)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-069
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION ADOPTING THE PROPOSED PRELIMINARY TAX LEVIES FOR TAXES PAYABLE IN 2025 FOR THE LAKE DIANE AND BICENTENNIAL POND STORM SEWER IMPROVEMENT TAXING DISTRICTS

WHEREAS, there are ongoing lake restoration improvements to Lake Diane and Bicentennial Pond, and

WHEREAS, the proposed 2025 Storm Sewer Improvement Taxing District tax levies will provide financing for potential projects in 2025.

NOW THEREFORE BE IT RESOLVED the proposed Storm Sewer Improvement Taxing District tax levies for taxes payable in 2025 shall be $3,750 for Lake Diane and $2,100 for Bicentennial Pond.

ADOPTED this 10th day of September 2024 by the New Brighton City Council with a vote of 3 ayes and 0 nays. (Dunsworth and Abdulle Absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-068

STATE OF MINNESOTA

COUNTY OF RAMSEY

CITY OF NEW BRIGHTON

RESOLUTION ADOPTING THE PROPOSED PRELIMINARY TAX LEVY FOR TAXES PAYABLE 2025 AND SETTING THE PUBLIC MEETING DATE FOR THE 2025 BUDGET AND LEVY DISCUSSION WITH PUBLIC COMMENT

WHEREAS, State law requires that the City adopt and certify its preliminary 2025 property tax levies to Ramsey County on or before September 30, 2024, and

WHEREAS, State law also requires that the City adopt and certify the date and time of its 2025 Budget and Levy Discussion with Public Comment meeting to Ramsey County on or before September 30, 2024, and

WHEREAS, the City Council has reviewed the proposed 2025 budget and has determined the amount of the proposed tax levy payable in 2025, which is the maximum amount that will be levied.

NOW THEREFORE BE IT RESOLVED THAT:

1. The preliminary total citywide levy for taxes payable in 2025 in the amount of $15,324,900 is hereby adopted and shall be certified to the Ramsey County Auditor as follows:

General Fund	$ 14,664,900
Debt Service Funds	$ 660,000
Total Levy	**$ 15,324,900**

2. The City has an excess amount in the 2015A debt service fund to reduce its payable 2025 debt levy to $0; the City shall make an irrevocable appropriation of money actually on hand in 2025 to the 2019A debt service fund in order to reduce its payable 2025 debt levy to $0; the City shall increase the 2025 debt levy to include the abatement portion of the 2021A levy; and the debt levies are hereby modified as follows:

Bond Issue	Original Principal	Date Issued	Levy Year 2024 Payable 2025 Debt Levy	Additions or Reductions by Resolution	2025 Certified Debt Levy
GO IMP 2015A	$1,695,000	25-Mar-15	$149,552.70	($149,552.70)	$0
GO IMP 2019A	$3,075,000	09-Aug-19	$383,965.35	($383,965.35)	$0
GO Tax Abatement, 2021A	$9,875,000	27-Jul-21	$225,014.25	$434,985.75	$660,000.00
			$758,532.30	($98,532.30)	$660,000.00

3. The Budget and Levy Discussion with Public Comment public meeting will be held during the regular City Council meeting on Tuesday, November 26, 2024 at 6:30 p.m.

ADOPTED this 10th day of September 2024 by the New Brighton City Council with a vote of 3 ayes and 0 nays. (Dunsworth and Abdulle Absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-067
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION APPOINTING INDIVIDUALS TO MUNICIPAL ADVISORY COMMISSIONS

WHEREAS, Due to a change in commissioner availability, the City Council appointed the Vice-Chair of the Public Safety Commission to serve as Chair at their May 28, 2024 business meeting, leaving this commission without a Vice Chair; and

WHEREAS, In accordance with City Code Section 2-66, City Massopust recommends that Public Safety Commissioner Mark Jansen be appointed to serve as Vice Chair to fill this vacancy; and

WHEREAS, Mark Jansen has expressed his willingness to serve and meets the criteria of City Code Section 2-66 (3);

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton that Mark Jansen be appointed to the position of Vice Chair of the Public Safety Commission effective immediately.

ADOPTED this 10 day of September 2024 by the New Brighton City Council with a vote of 3 ayes and 0 nays. (Dunsworth and Abdulle Absent.)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

APPENDIX A
2024 – 2025 ADVISORY COMMISSION CHAIRS / VICE CHAIRS

- Economic Development Commission
  - Chair BrianKrohn
  - Vice Chair Jacqui Sauter

- Equity Commission
  - Chair Lindsay Spooner
  - Vice Chair Kami Miller

- Parks, Recreation and Environmental Commission
  - Chair Julia O'Rourke
  - Vice Chair Abe McEathron

- Planning Commission
  - Chair Tim McQuillan
  - Vice Chair Jeanne Frischman

- Public Safety Commission
  - Chair Karen Wagner
  - Vice Chair Mark Jansen

RESOLUTION NO. 2024-066

STATE OF MINNESOTA

COUNTY OF RAMSEY

CITY OF NEW BRIGHTON

RESOLUTION AUTHORIZING STAFF TO SOLICIT CHARITABLE CONTRIBUTIONS FROM MOTORISTS

WHEREAS, members of the New Brighton Department of Public Safety Fire Division serve and protect throughout the New Brighton community every day; and

WHEREAS, members of the New Brighton Fire Division have become a symbol of pride, honor and strength; and

WHEREAS, members of the New Brighton Fire Division unselfishly donate their time and energy to supporting the battle against muscular dystrophy; and

WHEREAS, firefighters across the nation are some of the largest contributors in the United States to the Muscular Dystrophy Association. Proceeds provide comprehensive medical services to tens of thousands of adults and children with neuromuscular diseases and contributes to research for treatments and cures; and

WHEREAS, Minnesota Statute 465.90 requires municipalities to permit staff to solicit charitable contributions from motorists thru an adoption of resolution

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton that staff employed by the Public Safety Department are authorized to solicit charitable donations from motorists pursuant to Minnesota State Statute 465.90.

FURTHER , BE IT RESOLVED this authorization shall be in effect until rescinded by this body

ADOPTED this 10th day of September 2024 by the New Brighton City Council with a vote of 3 ayes and 0 nays. (Dunsworth and Abdulle Absent.)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION 2024-065

STATE OF MINNESOTA

COUNTY OF RAMSEY

CITY OF NEW BRIGHTON

RESOLUTION DENYING THE APPEAL OF YING CHEE CHAN REGARDING THE OPERATION OF A VEHICLE SHIPPING/MOVING BUSINESS OUT OF 2166 SILVER LAKE ROAD

WHEREAS, on June 26, 2024, the City of New Brighton (the "City") received a complaint about multiple vehicles, junk vehicles, vehicles wrapped in shipping wrap, and shipping containers being staged behind and north of the Rice Creek Center strip mall, located at 2166 Silver Lake Road (the "Property"); and

WHEREAS, City staff inspected the Property and found that these conditions existed on an ongoing basis; and

WHEREAS, the Property is zoned MUN and vehicle sales, warehousing/shipping, and outdoor storage are not allowed in the MUN zoning district as permitted or special uses; and

WHEREAS, the property is owned by Ying Chee Chan ("Mr. Chan"); and

WHEREAS, the City sent an enforcement letter to Mr. Chan on June 28, 2024, telling him that these activities were not permitted on the Property; and

WHEREAS, City staff met with Mr. Chan on July 1, 2024 to explain the enforcement letter and his options; and

WHEREAS, on July 9th, 2024, Mr. Chan submitted a request to appeal City staff's determination that his use of the Property was not a permitted or special use in the MUN district, arguing that his business is a "moving company" or is an "automobile service" business which he believes is an allowed use the in the MUN district; and

WHEREAS, the City and Mr. Chan mutually agreed that his request would be heard by the City Council on July 30, 2024; and

WHEREAS, the City Council heard Mr. Chan's request at its meeting on July 30, 2024, and Mr. Chan and Mr. Felix Awooswo, his tenant/business associate, had the opportunity to address the City Council at the meeting; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Brighton, that the City Council makes the following findings with respect to Mr. Chan's request:

1. The business operation on the Property is a business that packs and ships vehicles to overseas locations. Vehicles are brought to the Property and are packaged into shipping containers. The shipping containers are then transported off-site for eventual placement on a cargo ship. Common external evidence of the business operations includes shrink-wrapped/damaged/unlicensed vehicles in the parking lot of the Property and multiple shipping containers.

2. The Property is zoned MUN. Used vehicle sales, warehousing/shipping, and outdoor storage are not allowed in the MUN zoning district as permitted or special uses.

3. Mr. Chan has asserted that the business on the Property should be treated as a "personal services" business. This interpretation of the Code would make the business a permitted use in the MUN zoning district (with the exception of the outdoor storage component). "Personal services" is defined in the Code as "establishments that primarily engage in providing services generally involving the care of a person, service for a person, or care of a person's possessions. Personal services may include but are not limited to: laundry services, barber shops, beauty salons, dentists, chiropractors, health and fitness studios, music schools, informational and instructional services, tanning salons, and portrait studios." While vehicles could qualify as a "person's possession," the business on the Property is not similar to any of the noted examples and is far more related to other defined uses in the Code (vehicle sales, warehousing/shipping, and outdoor storage) which are not allowed in the MUN district. For this reason, the business on the Property is not a personal services use. Additionally, outdoor storage is not permitted in the MUN zoning district.

4. Mr. Chan has also asserted that the business on the Property should be treated as an "automobile services" business. This term is not specifically defined in the Code but is a term in the following list of uses in the Code which are as follows: "automobile services, service stations, service garages, convenience gasoline establishments but not including automotive body shops or trucks and trailer repair." This grouping of uses has been historically interpreted by the City to encompass services for the care of someone's vehicle or providing automobile-related products and services directly to customers (i.e. window tinting establishments, automobile detailing, gas stations with auto repair, gas station/convenience store, etc.). In general, the focus of these businesses is on individual vehicles for individual owners and the betterment of those vehicles for the customer. The business being operated on the Property operates as a middleman between sellers and buyers of vehicles, and the business's focus is on temporary storage and moving of inventory, not services for the care of someone's vehicle or providing automobile-related products and services directly to customers. Additionally, outdoor storage is not permitted in the MUN zoning district.

5. Shipping containers are allowed within the areas of the City which are zoned industrial. They are not allowed on commercially zoned properties.

6. If the City makes an exception to allow this type of business on commercial property within the City, it will need to make exceptions for other types of businesses, which may allow for additional shipping containers to be stored on commercial properties. There is no need for the City to allow shipping containers to be stored on commercial properties as the City has plenty of industrially zoned property that allows for the storage of shipping containers.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of New Brighton as follows:

1. That City staff's decision that the business activities on the Property are not permitted is upheld and Mr. Chan's appeal of City staff's decision is denied.

2. The activities associated with the business on the Property must cease no later than September 16, 2024. If the activities have not ceased by September 16, 2024, City staff may cite Mr. Chan with a violation of the City's zoning code. City staff may also initiate code enforcement proceedings in order to ensure that the business on the Property does not continue to operate and all vehicles, shipping containers and other property associated with the business on the Property are removed from the Property.

3. City staff should provide Mr. Chan with locations within the City where this type of business would be a permitted or a special use. City staff should also provide Mr. Chan with the contact information for Open to Business, which may be able to assist him with his business operations.

ADOPTED this 10th day of September 2024, by the New Brighton City Council with a vote of 3 ayes and 0 nays. (Dunsworth and Abdulle Absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

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RESOLUTION 2024-065

STATE OF MINNESOTA

COUNTY OF RAMSEY

CITY OF NEW BRIGHTON

RESOLUTION DENYING THE APPEAL OF YING CHEE CHAN REGARDING THE OPERATION OF A VEHICLE SHIPPING/MOVING BUSINESS OUT OF 2166 SILVER LAKE ROAD

WHEREAS, on June 26, 2024, the City of New Brighton (the "City") received a complaint about multiple vehicles, junk vehicles, vehicles wrapped in shipping wrap, and shipping containers being staged behind and north of the Rice Creek Center strip mall, located at 2166 Silver Lake Road (the "Property"); and

WHEREAS, City staff inspected the Property and found that these conditions existed on an ongoing basis; and

WHEREAS, the Property is zoned MUN and vehicle sales, warehousing/shipping, and outdoor storage are not allowed in the MUN zoning district as permitted or special uses; and

WHEREAS, the property is owned by Ying Chee Chan ("Mr. Chan"); and

WHEREAS, the City sent an enforcement letter to Mr. Chan on June 28, 2024, telling him that these activities were not permitted on the Property; and

WHEREAS, City staff met with Mr. Chan on July 1, 2024 to explain the enforcement letter and his options; and

WHEREAS, on July 9th, 2024, Mr. Chan submitted a request to appeal City staff's determination that his use of the Property was not a permitted or special use in the MUN district, arguing that his business is a "moving company" or is an "automobile service" business which he believes is an allowed use the in the MUN district; and

WHEREAS, the City and Mr. Chan mutually agreed that his request would be heard by the City Council on July 30, 2024; and

WHEREAS, the City Council heard Mr. Chan's request at its meeting on July 30, 2024, and Mr. Chan and Mr. Felix Awooswo, his tenant/business associate, had the opportunity to address the City Council at the meeting; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Brighton, that the City Council makes the following findings with respect to Mr. Chan's request:

1. The business operation on the Property is a business that packs and ships vehicles to overseas locations. Vehicles are brought to the Property and are packaged into shipping containers. The shipping containers are then transported off-site for eventual placement on a cargo ship. Common external evidence of the business operations includes shrink-wrapped/damaged/unlicensed vehicles in the parking lot of the Property and multiple shipping containers.

2. The Property is zoned MUN. Used vehicle sales, warehousing/shipping, and outdoor storage are not allowed in the MUN zoning district as permitted or special uses.

3. Mr. Chan has asserted that the business on the Property should be treated as a "personal services" business. This interpretation of the Code would make the business a permitted use in the MUN zoning district (with the exception of the outdoor storage component). "Personal services" is defined in the Code as "establishments that primarily engage in providing services generally involving the care of a person, service for a person, or care of a person's possessions. Personal services may include but are not limited to: laundry services, barber shops, beauty salons, dentists, chiropractors, health and fitness studios, music schools, informational and instructional services, tanning salons, and portrait studios." While vehicles could qualify as a "person's possession," the business on the Property is not similar to any of the noted examples and is far more related to other defined uses in the Code (vehicle sales, warehousing/shipping, and outdoor storage) which are not allowed in the MUN district. For this reason, the business on the Property is not a personal services use. Additionally, outdoor storage is not permitted in the MUN zoning district.

4. Mr. Chan has also asserted that the business on the Property should be treated as an "automobile services" business. This term is not specifically defined in the Code but is a term in the following list of uses in the Code which are as follows: "automobile services, service stations, service garages, convenience gasoline establishments but not including automotive body shops or trucks and trailer repair." This grouping of uses has been historically interpreted by the City to encompass services for the care of someone's vehicle or providing automobile-related products and services directly to customers (i.e. window tinting establishments, automobile detailing, gas stations with auto repair, gas station/convenience store, etc.). In general, the focus of these businesses is on individual vehicles for individual owners and the betterment of those vehicles for the customer. The business being operated on the Property operates as a middleman between sellers and buyers of vehicles, and the business's focus is on temporary storage and moving of inventory, not services for the care of someone's vehicle or providing automobile-related products and services directly to customers. Additionally, outdoor storage is not permitted in the MUN zoning district.

5. Shipping containers are allowed within the areas of the City which are zoned industrial. They are not allowed on commercially zoned properties.

6. If the City makes an exception to allow this type of business on commercial property within the City, it will need to make exceptions for other types of businesses, which may allow for additional shipping containers to be stored on commercial properties. There is no need for the City to allow shipping containers to be stored on commercial properties as the City has plenty of industrially zoned property that allows for the storage of shipping containers.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of New Brighton as follows:

1. That City staff's decision that the business activities on the Property are not permitted is upheld and Mr. Chan's appeal of City staff's decision is denied.

2. The activities associated with the business on the Property must cease no later than September 16, 2024. If the activities have not ceased by September 16, 2024, City staff may cite Mr. Chan with a violation of the City's zoning code. City staff may also initiate code enforcement proceedings in order to ensure that the business on the Property does not continue to operate and all vehicles, shipping containers and other property associated with the business on the Property are removed from the Property.

3. City staff should provide Mr. Chan with locations within the City where this type of business would be a permitted or a special use. City staff should also provide Mr. Chan with the contact information for Open to Business, which may be able to assist him with his business operations.

ADOPTED this 10th day of September 2024, by the New Brighton City Council with a vote of 3 ayes and 0 nays. (Dunsworth and Abdulle)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

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RESOLUTION NO. 2024-064
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION PROVIDING FOR THE REDEMPTION OF CERTAIN OUTSTANDING GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2015A OF THE CITY

BE IT RESOLVED by the City Council of the City of New Brighton as follows:

1. The City has issued its General Obligation Improvement Bonds, Series 2015A dated March 25, 2015 (the "2015A Bonds"). The 2015A Bonds maturing on February 1 in the years 2025 through and including 2027 in the principal amount of $455,000 (the "Callable Bonds"), are subject to redemption and prepayment on any date at a price of par plus accrued interest.

2. It is determined that it is in the sound financial management of the City that the Callable Bonds be prepaid and redeemed on October 15, 2024, or such later date for which proper notice of call may be given, and such bonds are hereby called for redemption on such date.

3. The City Finance Director is authorized and directed to request that U.S. Bank Trust Company, National Association (f/k/a U.S. Bank National Association) the paying agent and bond registrar (the "Registrar") mail the Notice of the Call for Redemption in substantially the form attached hereto as EXHIBIT A to the registered owner of the Callable Bonds, to be redeemed at the addresses shown on the registration books kept by the Registrar.

4. The City Finance Director is authorized and directed to transfer up to $250,000 from the Community Reinvestment Fund to the 2015A Debt Service Fund to make the final principal and interest payment upon redemption.

ADOPTED this 27th day of August 2024 by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Allen absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

EXHIBIT A

NOTICE OF CALL FOR REDEMPTION

GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2015A
CITY OF NEW BRIGHTON
RAMSEY COUNTY, MINNESOTA

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of New Brighton, Ramsey County, Minnesota, there have been called for redemption and prepayment on

October 15, 2024

all outstanding bonds of the City designated as General Obligation Improvement Bonds, Series 2015A dated March 25, 2015, having stated maturity dates of February 1 in the years 2025 through and including 2027, totaling $455,000 in principal amount, and with the following CUSIP numbers:

Year of Maturity	Amount	CUSIP
2025	$160,000	642662 4P2
2026	150,000	642662 4Q0
2027	145,000	642662 4R8

The bonds are being called at a price of par plus accrued interest to October 15, 2024, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the main office of U.S. Bank Trust Company, National Association (f/k/a U.S. Bank National Association), in St. Paul, Minnesota, on or before October 15, 2024.

U.S. Bank Trust Company, National Association
Attention: Corporate Trust Operations
111 Fillmore Avenue East
St. Paul, MN 55107

Important Notice: In compliance with the Jobs and Growth Tax Relief Reconciliation Act of 2003, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

Dated: August 27, 2024.

BY ORDER OF THE CITY COUNCIL

City of New Brighton, Minnesota

Bond Call for Series 2015A Bonds

Schedule of Events

(As of: August 15, 2024)

August 2024

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2025

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

00 Holiday 00 Significant Action

Date	Event	Responsible Party
Thu., Aug. 15	Baker Tilly to distribute detailed redemption schedules.	Baker Tilly
Tue., Aug. 20	Resolution authorizing the full optional redemption of the Series 2015A Bonds delivered to City.	Bond Counsel
Tue., Aug. 27	**City Council considers Resolution Authorizing the full optional redemption of the Series 2015A Bonds.**	**City Council**
By Fri., Aug. 30	Notice of Redemption sent to U.S. Bank.	Baker Tilly
No later than September 15	U.S. Bank sends the Notice of Redemption to DTC.	U.S. Bank
Tue., Oct. 15	**Full optional redemption of Series 2015A Bonds.**	

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP trading as Baker Tilly is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities.
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Preliminary

$462,055.83

City of New Brighton, Minnesota

Redemption of General Obligation Improvement Bonds, Series 2015A

Sources & Uses

Dated 10/15/2024 | Delivered 10/15/2024

Sources Of Funds	
Total Cost of Redemption	$462,055.83
Total Sources	**$462,055.83**

Uses Of Funds	
Deposit to Redemption Fund	457,805.83
Costs of Redemption	4,250.00
Total Uses	**$462,055.83**

Preliminary

$464,805.83

City of New Brighton, Minnesota

Redemption of General Obligation Improvement Bonds, Series 2015A

Current Refunding Escrow

Date	Rate	Receipts	Disbursements	Cash Balance
10/15/2024	-	457,805.83	457,805.83	-
Total	**-**	**$457,805.83**	**$457,805.83**	**-**

Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Unrestricted
Cash Deposit	457,805.83
Total Cost of Investments	$457,805.83
Target Cost of Investments at bond yield	$457,805.83
Yield to Receipt	-
Yield for Arbitrage Purposes	-

Preliminary

$1,695,000

City of New Brighton, Minnesota

General Obligation Improvement Bonds, Series 2015A

Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
10/15/2024	455,000.00	2,805.83	457,805.83	-	-	-	-
02/01/2025	-	-	-	160,000.00	3.000%	6,825.00	166,825.00
08/01/2025	-	-	-	-	-	4,425.00	4,425.00
02/01/2026	-	-	-	150,000.00	3.000%	4,425.00	154,425.00
08/01/2026	-	-	-	-	-	2,175.00	2,175.00
02/01/2027	-	-	-	145,000.00	3.000%	2,175.00	147,175.00
Total	**$455,000.00**	**$2,805.83**	**$457,805.83**	**$455,000.00**	**-**	**$20,025.00**	**$475,025.00**

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	10/15/2024
Average Life	1.261 Years
Average Coupon	3.0000000%
Weighted Average Maturity (Par Basis)	1.261 Years
Weighted Average Maturity (Original Price Basis)	1.252 Years

Refunding Bond Information

Refunding Dated Date	10/15/2024
Refunding Delivery Date	10/15/2024

Preliminary

$1,695,000

City of New Brighton, Minnesota

General Obligation Improvement Bonds, Series 2015A

Total Refunded Debt Service

Date	Principal	Coupon	Interest	Total P+I
02/01/2025	160,000.00	3.000%	6,825.00	166,825.00
08/01/2025	-	-	4,425.00	4,425.00
02/01/2026	150,000.00	3.000%	4,425.00	154,425.00
08/01/2026	-	-	2,175.00	2,175.00
02/01/2027	145,000.00	3.000%	2,175.00	147,175.00
Total	**$455,000.00**	**-**	**$20,025.00**	**$475,025.00**

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	10/15/2024
Average Life	1.261 Years
Average Coupon	3.0000000%
Weighted Average Maturity (Par Basis)	1.261 Years
Weighted Average Maturity (Original Price Basis)	1.252 Years

Refunding Bond Information

Refunding Dated Date	10/15/2024
Refunding Delivery Date	10/15/2024

Preliminary

$1,695,000

City of New Brighton, Minnesota

General Obligation Improvement Bonds, Series 2015A

Prior Original Debt Service

Date	Principal	Coupon	Interest	Total P+I
08/01/2015	-	-	14,525.00	14,525.00
02/01/2016	80,000.00	2.000%	20,750.00	100,750.00
08/01/2016	-	-	19,950.00	19,950.00
02/01/2017	125,000.00	2.000%	19,950.00	144,950.00
08/01/2017	-	-	18,700.00	18,700.00
02/01/2018	140,000.00	2.000%	18,700.00	158,700.00
08/01/2018	-	-	17,300.00	17,300.00
02/01/2019	145,000.00	2.000%	17,300.00	162,300.00
08/01/2019	-	-	15,850.00	15,850.00
02/01/2020	145,000.00	2.000%	15,850.00	160,850.00
08/01/2020	-	-	14,400.00	14,400.00
02/01/2021	150,000.00	2.000%	14,400.00	164,400.00
08/01/2021	-	-	12,900.00	12,900.00
02/01/2022	150,000.00	2.000%	12,900.00	162,900.00
08/01/2022	-	-	11,400.00	11,400.00
02/01/2023	150,000.00	3.000%	11,400.00	161,400.00
08/01/2023	-	-	9,150.00	9,150.00
02/01/2024	155,000.00	3.000%	9,150.00	164,150.00
08/01/2024	-	-	6,825.00	6,825.00
02/01/2025	160,000.00	3.000%	6,825.00	166,825.00
08/01/2025	-	-	4,425.00	4,425.00
02/01/2026	150,000.00	3.000%	4,425.00	154,425.00
08/01/2026	-	-	2,175.00	2,175.00
02/01/2027	145,000.00	3.000%	2,175.00	147,175.00
Total	**$1,695,000.00**	**-**	**$301,425.00**	**$1,996,425.00**

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	10/15/2024
Average Life	1.261 Years
Average Coupon	3.0000000%
Weighted Average Maturity (Par Basis)	1.261 Years
Weighted Average Maturity (Original Price Basis)	1.252 Years

Refunding Bond Information

Refunding Dated Date	10/15/2024
Refunding Delivery Date	10/15/2024

Preliminary

$462,055.83

City of New Brighton, Minnesota

Redemption of General Obligation Improvement Bonds, Series 2015A

Detail Costs Of Issuance

Dated 10/15/2024 | Delivered 10/15/2024

COSTS OF ISSUANCE DETAIL	
Municipal Advisor	$3,500.00
Bond Counsel	$750.00
TOTAL	**$4,250.00**

RESOLUTION NO. 2024-063
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT – MINNESOTA DEPARTMENT OF PUBLIC SAFETY,
Intensive Comprehensive Peace Officer Education and Training

WHEREAS, the New Brighton Department of Public Safety is responsible for providing an adequately staffed police division to provide 24-hour police services in the City of New Brighton;

WHEREAS, the Minnesota Department of Public Safety is funding the Intensive Comprehensive Peace Officer Education and Training grant program to address the critical shortage of peace officers in the state to recruit, educate, and train qualified college graduates to become license-eligible peace officers;

Whereas, the New Brighton Department of Public Safety applied for grant funding from the Minnesota Department of Public Safety for the 2024 Intensive Comprehensive Peace Officer Education and Training grant program to aid in its recruitment efforts;

Whereas, the New Brighton Department of Public Safety grant application was approved;

Whereas, the New Brighton Department of Public Safety received an additional $50,000 to fund a second police officer candidate on 7/31/2024;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton

1. The City of New Brighton enter into a grant agreement with the Minnesota Department of Public Safety, Office of Justice Programs for the project entitled 2024 Intensive Comprehensive Peace Officer Education and Training grant during the period from April 1, 2024 through June 30, 2025;
2. Sergeant Matt Farmer is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the New Brighton Department of Public Safety and to be the fiscal agent and administer the grant;
3. The position of Police Cadet will be created for the successful applicants, under the adopted wage scale PST8 Step 2.

ADOPTED this 27th day of August 2024 by the New Brighton City Council with a vote of 4 ayes and 0 nays.

Kari Niedfeldt-Thomas, Mayor

ATTEST:

Terri Spangrud, City Clerk

Devin Massopust, City Manager

Budget Summary

ICPOE: New Brighton ICPOET				
Budget Category	**Award**			
Personnel				
Cadet Wages	$45,305.47			
Total	$45,305.47			
Payroll Taxes and Fringe				
Fringe	$13,069.06			
Total	$13,069.06			
Travel and Training				
Cadet Tuition and Equipment	$41,200.00			
Total	$41,200.00			
Total	$99,574.53			

RESOLUTION NO. 2024-062
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT – OTS SAFE RIDE PROGRAM

Whereas, the New Brighton Department of Public Safety is responsible for enforcing local and state traffic laws;

Whereas, the New Brighton Department of Public Safety seeks out opportunities to reduce instances of impaired driving to prevent traffic injuries and deaths;

Whereas, the New Brighton Department of Public Safety applied for a grant from the Minnesota Department of Public Safety - Office of Traffic Safety for the 2024-2025 Safe Ride Program to aid in its roadway safety efforts;

Whereas, the New Brighton Department of Public Safety grant application was approved;

Be it resolved that the City of New Brighton enter into a grant agreement with the Minnesota Department of Public Safety - Office of Traffic Safety, for Safe Ride projects during the period from July 1, 2024 through June 30, 2025.

Sergeant Matt Farmer is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the New Brighton Department of Public Safety and to be the fiscal agent and administer the grant.

I certify that the above resolution was adopted by the New Brighton City Council on August 27th, 2024 with a vote of 4 ayes and 0 nays. (Allen absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-061

STATE OF MINNESOTA

COUNTY OF RAMSEY

CITY OF NEW BRIGHTON

RESOLUTION ADOPTING NEW CITY SEAL

WHEREAS, Minnesota State Statute 412.201 mandates that every contract, conveyance, license, or other written document shall be executed on behalf of the city by the mayor and clerk, with the corporate seal attached, and only under the authority granted by the council); and,

WHEREAS, for the duration of the city's incorporation, New Brighton's city seal, pictured to the right, has consisted of the image that makes up the core of the Minnesota state seal surrounded by the words "City New Brighton" and "Ramsey County, Minnesota"; and,

WHEREAS, in 2023, the Minnesota State Legislature created a State Emblem Design Commission to, through due process, reimagine the state's seal and flag; and,

WHEREAS effective May 11, 2024, the MN Legislature approved a new version of the "Great Seal of Minnesota," which replaced the inner pictorial design as well as the French Motto, 'L'Ètoile du Nord" meaning "the Star of the North" with the phrase "Mni Sóta Makoce," the original rendering of the name Minnesota; and,

WHEREAS, Minnesota State Statute 412.151 mandates that the City Clerk is responsible for the care and keeping of the official city seal and Minnesota State Statute 1.135 establishes criteria for the use of the Seal and requires any impression, scene or likeness of the former seal to be updated no later than January 1, 2025;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of New Brighton that the new city seal, pictured to the right, replace the previous city seal as soon as a physical copy is produced or as of January 1, 2025, whichever comes first.

ADOPTED this 27 day of August 2024 by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Allen absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-060
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION APPROVING A SUMMARY PUBLICATION FOR ORDINANCE NO. 912

WHEREAS, the City Council of the City of New Brighton has adopted the above referenced ordinance 912 Amending the City's Fee Schedule and Establishing Fees for 2024; and

WHEREAS, Minnesota Statutes, section 412.191, subdivision 4 allows publication by title and summary in the case of lengthy ordinances or those containing maps or charts; and

WHEREAS, the City Council believes that the following summary would clearly inform the public of the intent and effect of Ordinance No. 912;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton that the following summary of Ordinance No. 912 shall be published in the official newspaper in lieu of the entire ordinance:

SUMMARY PUBLICATION

Ordinance No. 912
Amending the City's Fee Schedule Establishing Updated Fees for 2024

Ordinance No. 912 was adopted by the City Council of the City of New Brighton on August 27, 2024, amending the City's Fee Schedule establishing updated fees and rates for 2024. The full ordinance is available via email request. Contact City Clerk Terri Spangrud at terri.spangrud@newbrightonmn.gov or 651-638-2045 for more information.

ADOPTED this 27th day of August 2024 by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Allen absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION 2024-059
CITY COUNCIL
CITY OF NEW BRIGHTON

RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION FOR GRANT FUNDING THROUGH THE MANUFACTURED HOME COMMUNITY REDEVELOPMENT PROGRAM

WHEREAS, the City of New Brighton desires to support residents who live within the City's manufactured home parks; and

WHEREAS, the State of Minnesota's Manufactured Home Community Redevelopment Program is offering grants in 2024 for infrastructure improvements or the acquisition of manufactured home parks; and

WHEREAS, the City Council of the City of the New Brighton would like staff to pursue these grant dollars and seek clarification on local match requirements to be communicated to Council at a later time once details are identified.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of New Brighton hereby authorizes staff to file an "intent to apply" for 2024 Manufactured Home Community Redevelopment Program grant dollars; and

BE IT FURTHER RESOLVED, that staff is authorized to file a complete application for 2024 Manufactured Home Community Redevelopment Program.

ADOPTED this 27th day of August, 2024 by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Allen absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION 2024-058
CITY COUNCIL
CITY OF NEW BRIGHTON

RESOLUTION MAKING FINDINGS OF FACT AND APPROVING A SPECIAL USE PERMIT AMENDMENT TO CHANGE APPROVED PARKING LOT SCREENING FOR THE LOT AT 2201 26TH AVENUE NW

WHEREAS, the City of New Brighton is a municipal corporation, organized and existing under the laws of the State of Minnesota; and,

WHEREAS, the City Council of the City of the New Brighton has adopted a comprehensive plan and corresponding zoning regulations to promote orderly development and utilization of land within the city; and,

WHEREAS, Appletree Dental owns the property at 2201 26th Avenue NW which is legally described as:

(Per Warranty Deed Doc. No. A04953330)

The West 174 feet of the East 495 feet of the South 300 feet of the Southeast Quarter of Northwest Quarter of Section 18, Township 30, Range 23, except the South 33 feet thereof.

WHEREAS, Appletree Dental was approved for a special use permit and site plan to construct a new garage addition to the north of the building and expansion of the existing parking lot in 2023; and

WHEREAS, approval of the SUP included a specific design plan for parking lot screening along the property's northern property line; and

WHEREAS, the applicant's found that costs for the original screening plan were greater than anticipated, and they are therefore seeking approval of an amended plan to meet code requirements; and

WHEREAS, staff fully reviewed amendment request and prepared a report for consideration by the Planning Commission at their meeting on August 20, 2024; and

WHEREAS, the Planning Commission held a public hearing on the request at the August 20th meeting and considered input from residents; and

WHEREAS, the Planning Commission recommended approval of the request on August 20th based on the applicant's submittals and findings of fact; and

WHEREAS, the City Council considered on August 27, 2024, the recommendations of the Planning Commission, Staff, the Applicant's submissions, the contents of the staff report, and other evidence available to the Council.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of New Brighton hereby approves the requested special use permit amendment based on the following findings of fact:

1. The subject property is guided for mixed use by the 2040 comprehensive plan, and a corporate office supporting professional services is a permitted use in the corresponding MUN zoning district.

2. The recent garage addition and expansion of a legal nonconforming building in the MUN district triggered specific landscaping and parking lot screening needs which were to be met by an approved fencing and landscaping plan approved on 6/27/23.

3. Costs for the proposed design have risen since approval prompting reconsideration of alternative approaches to screening.

4. Review of screening standards by the City Attorney has determined there are a broader array of options available to the landowner than previously considered.

5. The proposed new design will provide parking lot screening as good if not better than the currently approved plan.

6. The new screening design will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare of the community.

7. The new screening design will not further impact the use and enjoyment of the subject and surrounding properties.

8. Continued investment on this commercial property will not have detrimental impact on area property values.

9. The new screening design will have no impact on the subsequent development (or redevelopment) of surrounding property provided all engineering conditions are addressed.

10. The subject site is adequately served by public utilities, roads, and drainage facilities.

11. The special use will be in conformance with all underlying zoning district requirements for expansion of a legal nonconforming building in the Mixed-Use Neighborhood District.

BE IT FURTHER RESOLVED, that approval of the special use permit and site plan shall be subject to the following conditions:

1. The applicants shall continue to address all engineering issues listed in the 6/15/2023 Engineering memo in addition to comments in the new 8/13/2024 memo to the satisfaction of the City Engineer.

2. The applicant shall work with the City Forester to select the species and size of trees and shrubs to be used to implement the new screening along the property's north boarder.

3. The applicant shall maintain the health of existing trees along the property's western boarder.

4. Failure to adhere to these conditions of approval shall be grounds for revocation of the special use permit amendment by the City Council.

ADOPTED this 27th day of August, 2024 by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Allen absent

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

Resolution No. 2024- 057

State of Minnesota
County of Ramsey
City of New Brighton

RESOLUTION DECLARING COSTS TO BE ASSESSED, ORDERING PREPARATION OF PROPOSED ASSESSMENTS, AND SETTING DATE FOR ASSESSMENT HEARING ON CITY PROJECT 23-1, 2023 STREET REHABILITATION.

WHEREAS, Public Improvement Project 23-1, 2023 Street Rehabilitation, was ordered by the City Council of the City of New Brighton at a Public Improvement Hearing, noticed, and held as required by law;

WHEREAS, the total final project costs is $1,317,256.11

WHEREAS, said improvement project is now completed so that the cost thereof can be special assessed.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of New Brighton, Minnesota that:

1. The cost of such improvement to be specially assessed is hereby declared to be $223,551.72.

2. The City Clerk, with the assistance of the Director of Community Assets and Development (City Engineer), shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, place, or parcel of land within the district affected, without regard to cash valuation, as provided by law and shall file a copy of such proposed assessments in his office for public inspection.

3. The Clerk shall, upon completion of such proposed assessment, notify the Council thereof.

4. That a public hearing on the proposed assessment be set for September 24, 2024, at 6:30 p.m. in the City of New Brighton City Council Chambers at 803 Old Highway 8 NW, New Brighton, Minnesota.

5. The mailed notices of this hearing are sent to each benefited property owner as required by law.

Adopted this 27th day of August, 2024, by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Allen absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-056
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION MAKING FINDINGS OF FACT AND APPROVING A SITE PLAN AUTHORIZING RENOVATION WORK TO HANSEN PARK (WEST)

WHEREAS, the City of New Brighton is a municipal corporation, organized and existing under the laws of the State of Minnesota; and,

WHEREAS, the City Council of the City of the New Brighton has adopted a comprehensive plan and corresponding zoning regulations to promote orderly development and utilization of land within the city; and,

WHEREAS, the City of New Brighton owns the property known as Hansen Park in New Brighton;

WHEREAS, the City of New Brighton (the "Applicants") have applied for Site Plan approval to authorize Phase II renovations to Hansen Park;

WHEREAS, staff fully reviewed the request and prepared a report for consideration by the Planning Commission at their meeting on July 16, 2024; and

WHEREAS, the Planning Commission recommended approval of the request on July 16, 2024, based on the applicant's submittals and findings of fact; and

WHEREAS, the City Council considered on July 30, 2024, the recommendations of the Planning Commission, Staff, the Applicant's submissions, the contents of the staff report, and other evidence available to the Council.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of New Brighton hereby approves the requested site plan based on the following findings of fact:

1. The proposed improvements are conforming to all code requirements, and do not require the issuance of a special use permit or variances.
2. Building materials will be in conformance with the parks master plan and all applicable city code and zoning requirements.
3. There are no issues with height or lighting that could impact surrounding properties.
4. All required landscaping for the neighborhood center expansion will be accommodated by improvements throughout Hansen Park.
5. Improvements do not pose a parking or traffic risk.

BE IT FURTHER RESOLVED, that approval of the site plan shall be subject to the following conditions:

1. Parks Department staff shall continue to review any updates as they occur. Major changes (i.e. significant changes to design, setback impacts, etc) will be brought back through the process while minor changes will be reviewed and approved administratively.

2. Public safety shall continue to review updates as they occur, and may direct plan updates to deal with safety concerns as plans are finalized.

3. Building materials shall be in line with those anticipated and required by code.

4. Any proposed lighting shall be directed downward and installed so as to prevent direct light from being detectable at the lot line; lighting is also not to shine directly into the public right-of-way or adjacent residences.

5. The applicants shall follow conditions of the RCWD's permit approval.

6. Signage updates shall be reviewed and approved through the City's standard sign permit process.

7. Future expansion of the parking lot may occur provided the expansion area meets all required setbacks for parking areas.

ADOPTED this 30th day of July, 2024, by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Axberg absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-055
CITY COUNCIL
CITY OF NEW BRIGHTON

RESOLUTION MAKING FINDINGS OF FACT AND APPROVING A PLANNED UNIT DEVELOPMENT AMENDMENT AND SITE PLAN AMENDMENT FOR THE PHASE III EXPANSION OF THE TÜV SÜD FACILITY LOCATED AT 141 14TH STREET NW

WHEREAS, the City of New Brighton is a municipal corporation, organized and existing under the laws of the State of Minnesota; and,

WHEREAS, the City Council of the City of the New Brighton has adopted a 2040 comprehensive plan and corresponding zoning regulations to promote orderly development and utilization of land within the city; and,

WHEREAS, on May 23rd, 2017, TÜV SÜD America Incorporated received approval of a Preliminary and Final Planned Unit Development, Preliminary and Final Plat, and Site Plan to authorize construction of the existing TÜV SÜD facility on property located at 141 14th Street NW which is legally described as:

> Lot 1 Block 1 of NEW BRIGHTON EXCHANGE 3RD ADDITION, Ramsey County, Minnesota

and

WHEREAS, on February 23rd, 2021, TÜV SÜD America Incorporated received approval of a Planned Unit Development Amendment and Site Plan amendment to authorize construction of a Phase II addition to the east of the existing building; and

WHEREAS, TÜV SÜD America Incorporated has now applied for a Planned Unit Development Amendment and Site Plan amendment to authorize a Phase III expansion to the south of the existing building at 141 14th Street NW; and

WHEREAS, the complete application included ample information to support a conditional approval of the proposed addition; and

WHEREAS, staff fully reviewed the requests and prepared a report for consideration by the Planning Commission at their meeting on July 16, 2024; and

WHEREAS, the Planning Commission held a public hearing on the requests at the July 16th meeting and considered input from residents; and

WHEREAS, the Planning Commission recommended conditional approval of the Planned Unit Development Amendment and Site Plan amendment on July 16, 2024, based on the applicant's submittals and findings of fact; and

WHEREAS, the City Council considered on July 30, 2024, the recommendations of the Planning Commission, Staff, the Applicant's submissions, the contents of the staff report, and other evidence available to the Council.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of New Brighton hereby approves the requested Planned Unit Development amendment and Site Plan amendment authorizing Phase III development based on the following findings of fact:

1. The property is located on the east side of Old Highway 8 NW within in the New Brighton Exchange redevelopment area, specifically 4.19 acres at the southwest corner of 14th ST NW and Northwest Parkway, formerly known as Block D of the NWQ Framework Plan.
2. The property is zoned NBE, New Brighton Exchange.
3. The property is guided in the New Brighton Comprehensive Plan for Mixed Use City Center.
4. A PUD and associated site plan for Phase I was approved on May 23rd, 2017.
5. A PUD amendment finalizing and authorizing Phase II of development was approved on February 23rd, 2021.
6. The proposed Phase III addition would be approximately 16,100 square feet in size, which is within the allowed square footage based on parcel size.
7. The Planning Commission and City Council reviewed the proposed amendments against the PUD standards of Section 7-230 and PUD criteria of Section 7-240 of the Zoning Code, and determined Phase III plans are in conformance with code based on the following:
    a. The total project area of 4.19 acres will continue to exceed the 4-acre minimum for a PUD.
    b. The Site Plan has been developed in a manner that will ensure compatibility with future development within the New Brighton Exchange redevelopment area.
    c. The use was previously determined to be consistent with the NWQ Framework Plan and the Mixed Use City Center land use designation of the Comprehensive Plan, and the proposed addition will have no impact on that determination.
    d. Enhanced landscaping will continue to be provided around the new addition consistent with the previously approved landscaping plan
    e. The addition's placement and relation to the existing building is consistent with the NWQ Framework Plan and City Center designation of the Comprehensive Plan.

f. The proposal to blend the addition into the existing building using similar massing, materials, and colors will ensure the quality of construction continues to meet an acceptable standard for the NBE zoning district.

g. The proposed addition was determined to have no impact on surrounding properties provided all building code provisions are followed, and all conditions of approval are met.

8. Environmental review for this and all surrounding properties in the New Brighton Exchange has been extensive and exhaustive, and this proposed addition is in conformance with the previously reviewed and approved plans for this parcel. Accordingly, no further environmental review is being required for this addition.

9. All identified concerns can be addressed via conditions.

BE IT FURTHER RESOLVED, that approval of the Planned Unit Development amendment and Site Plan amendment for Phase III shall be subject to the following conditions:

1. The applicant consents to making required amendments to plans to successfully address all engineering issues that arise once updated/finalized Civil plans are submitted and reviewed.

2. All engineering comments in the memo dated 7/9/24 shall be addressed to the satisfaction of the City Engineer prior to future permit approvals.

3. A revised landscaping plan showing consistency with the original landscaping plan must be submitted along with any future building permit application and shall be subject to approval by DCAD staff.

4. A formal lighting plan shall be submitted as part of the building permit application to show consistency with previous approvals and no impacts to adjacent ROWs or neighboring properties.

5. Any problems with existing or proposed lighting that are later identified shall be brought into compliance with code requirements.

6. The applicant shall obtain all necessary permits from the Rice Creek Watershed District.

7. Plans shall successfully show how the existing passive gas venting framework under the existing building will be extended under the new foundation/addition.

8. All new/additional utilities (i.e. telephone, electric, gas service lines, etc) are to be placed underground in accordance with the provisions of all applicable City ordinances

9. All construction activities shall adhere to New Brighton City Code restrictions, especially as they relate to parking and hours of work.

10. Off-site parking must be obtained if TÜV SÜD ever changes their staffing model and the resulting number of on-site workers during a peak shift exceeds the number of available parking spaces.

ADOPTED this 30th day of July, 2024 by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Axberg absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION 2024-054

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION AUTHORIZING SIGNATURE OF THE FOURTH AMENDMENT TO A JOINT COOPERATION AGREEMENT WITH RAMSEY COUNTY REGARDING COMMUNITY DEVELOPMENT BLOCK GRANT DOLLARS (CDBG)

WHEREAS, Title I of the Housing and Community Development Act of 1974, as amended, provides for a program of community development block grants; and

WHEREAS, Ramsey County, Minnesota, qualifies under said law as an "Urban County" eligible to receive community development block grant funds; and

WHEREAS, the County's population, among other factors, is a determinant of the eligibility of the County and the amount of resources which may be made available to the county to undertake activities under the afore-referenced law; and

WHEREAS, since 1985, the City of New Brighton and most Cities in Ramsey County have entered into a Joint Cooperation Agreement with Ramsey County to ensure the overall population represented by the County ensures the highest return of CDBG dollars to our region; and

WHEREAS, the City of New Brighton has renewed or amended this agreement every three years since 1985 as it is a clear win-win arrangement between the County and its Cities; and

WHEREAS, HUD CPD Notice 24-02 requires that an Urban County requalifying in fiscal year (FY) 2024 for the FY 2025-2027 qualification period is required to make any necessary revisions to its cooperation agreements at the time that it requalifies; and

WHEREAS, Ramsey County requalified for the FY 2025-2027 qualification period and therefore is required to the Agreement to address CDBG program updates and funding eligibility requirements; and

WHEREAS, Ramsey County is requesting the City once again renew its commitment to this long-time cooperation agreement by signing a fourth amendment to the joint cooperation agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of New Brighton hereby authorizes the City Manager to sign the fourth amendment to a joint cooperation agreement with Ramsey County regarding Community Development Block Grant dollars attached as Exhibit A.

Adopted this 30th day of July, 2024 by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Axberg absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

EXHIBIT A

FOURTH AMENDMENT TO JOINT COOPERATION AGREEMENT

WHEREAS, the Ramsey County Housing and Redevelopment Authority ("Authority") and the City of New Brighton ("Municipality"), each a political subdivision of the State of Minnesota, entered into a joint cooperative agreement dated August 19, 1985, as amended May 10, 2006, June 24, 2015, and August 24, 2021 ("Agreement"); and

WHEREAS Title I of the Housing and Community Development Act of 1974, 42 U.S.C. § 5301 et seq., as amended, ("CDBG Act") provides for a program of community development block grants; and

WHEREAS, computation of a county's population as an Urban County as that term is used in the CDBG Act included the Municipality with which it has entered into the Agreement to undertake or to assist in the undertaking of essential activities pursuant to community development block grants; and

WHEREAS, HUD CPD Notice 24-02 requires that an Urban County requalifying in fiscal year (FY) 2024 for the FY 2025-2027 qualification period is required to make any necessary revisions to its cooperation agreements at the time that it requalifies; and

WHEREAS, the Authority requalified for the FY 2025-2027 qualification period and therefore amends the Agreement; and

WHEREAS, the Mayor of the Municipality, or an authorized signatory, is authorized to execute this amendment to the Agreement on the Municipality's behalf; and

WHEREAS, the County Manager is authorized to execute this amendment to the Agreement on the Authority's behalf; and

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Paragraph 4.L.2 of the Agreement is amended and replaced with the following:

may participate in a HOME and ESG Programs only through the Authority. If Ramsey County does not receive a HOME formula allocation, the Municipality may not form a HOME consortium with other units of general local government. This does not preclude the Urban County or the Municipality from applying for HOME or ESG funds from the State, if the State allows.

2. Except as modified herein, the terms of the Agreement shall remain in full force and effect.

(Signature pages to follow)

RAMSEY COUNTY HOUSING AND REDEVELOPMENT AUTHORITY

By: _____
Johanna Berg
Ramsey County Manager

Dated: _____

APPROVAL RECOMMENDED:

_____
Max Holdhusen
Deputy Director Housing Development

APPROVED AS TO FORM:

_____
Assistant Ramsey County Attorney

This Document Drafted By:

Office of the Ramsey County Attorney
360 Wabasha St. N., Suite 100
Saint Paul, MN 55102

MUNICIPALITY

By: _____

Its: City Manager

Dated: 7/30/24

RESOLUTION NO. 2024-053
CITY COUNCIL
CITY OF NEW BRIGHTON

RESOLUTION MAKING FINDINGS OF FACT AND APPROVING A SPECIAL USE PERMIT FOR 366 CLEVELAND AVENUE TO AUTHORIZE CONSTRUCTION OF AN ACCESSORY BUILDING IN EXCESS OF 624 SQUARE FEET

WHEREAS, the City of New Brighton is a municipal corporation, organized and existing under the laws of the State of Minnesota; and,

WHEREAS, the City Council of the City of the New Brighton has adopted a 2040 comprehensive plan and corresponding zoning regulations to promote orderly development and utilization of land within the city; and,

WHEREAS, Lauris Valtinson (the "Applicant") made application to the City on 7/2/24 for a special use permit to authorize construction of an accessory structure (garage) in excess of 624 square feet for the property at 366 Cleveland Avenue which is legally described as:

> *The North 300.00 feet, except therefrom the Southerly 200.00 feet thereof, of that part of the South 10 acres of the Southeast 1/4 of the Northeast 1/4 of Section 32, Township 30, Range 23, lying Easterly of State Trunk Highway 394.*

and

WHEREAS, the new garage will meet all required setbacks and will be conforming to codes in every way; and

WHEREAS, staff fully reviewed the request and prepared a report for consideration by the Planning Commission at their meeting on July 16, 2024; and

WHEREAS, the Planning Commission held a public hearing on the request at the July 16, 2024, meeting and considered input from residents; and

WHEREAS, the Planning Commission recommended approval of the request based on the applicant's submittals and findings of fact; and

WHEREAS, the City Council considered on July 30, 2024, the recommendations of the Planning Commission, Staff, the Applicant's submissions, the contents of the staff report, and other evidence available to the Council.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of New Brighton hereby approves a special use permit to authorize construction of an accessory structure (garage) in excess of 624 square feet for the property at 366 Cleveland Avenue based on the following findings of fact:

1. The subject property is guided for high density residential use by the 2040 comprehensive plan, and single-family homes with oversized garages are an allowed use within this area.
2. The proposed oversized garage will meet required setbacks, and proposed building materials will be complementary to the existing home.
3. The new oversized garage will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare of the community.
4. The new oversized garage will not impact the use and enjoyment of the subject and surrounding properties provided all conditions are followed.
5. Continued investment in properties such as this will not have detrimental impact on area property values.
6. The new oversized garage will have no impact on the subsequent development (or redevelopment) of surrounding property.
7. The subject site appears to be adequately served by public utilities, roads, and drainage facilities to accommodate the proposed oversized garage.
8. The special use will be in conformance with all underlying zoning district requirements.

BE IT FURTHER RESOLVED, that approval of the special use permit shall be subject to the following conditions:

1. Materials used on the garage shall be complementary to the materials used on the existing home.
2. The applicant shall be required to correct any lighting problems associated with the new garage that are identified following construction.
3. The owner is prohibited from conducting commercial and home occupation activities within the oversized garage.

ADOPTED this 30th day of July, 2024 by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Axberg absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-052
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION MAKING FINDINGS OF FACT AND APPROVING A FINAL PLAT FOR SEMINARY ESTATES 3RD ADDITION

WHEREAS, the City of New Brighton is a municipal corporation, organized and existing under the laws of the State of Minnesota; and,

WHEREAS, the City Council of the City of the New Brighton has adopted a comprehensive plan and corresponding zoning regulations to promote orderly development and utilization of land within the city; and,

WHEREAS, Lyudmila & Shawn Cooper are owners of the property at 575 Stinson Boulevard which is guided for low density residential development by the City's Comprehensive Plan, is zoned R-1, and is legally described as:

> Lot 1, Block 1, Seminary Estates 2nd Addition, City of New Brighton, Ramsey County, Minnesota

and

WHEREAS, Lyudmila & Shawn Cooper received conditional approval of a Preliminary Plat to divide their land into six lots as Seminary Estates 3rd Addition on March 26th, 2024; and

WHEREAS, Lyudmila & Shawn Cooper applied for Final Plat approval of Seminary Estates 3rd Addition on June 17th, 2024; and

WHEREAS, Final Plat review is at the purview of the Planning Commission and the Director of Community Assets & Development according to the City Code Chapter 26, Article 3; and

WHEREAS, the Director of Community Assets & Development assigned staff members to complete this review, and assigned staff finds that all documents are in order and ready for Final approval.

WHEREAS, the Planning Commission reviewed the Preliminary Plat at their meeting on July 16, 2024, and also found that all documents were in order and ready for Final approval based on the following findings of fact:

1. *The applicant received preliminary plat approval for Seminary Estates 3rd Addition on March 26th, 2024, subject to conditions.*

2. *All conditions of preliminary plat approval have been met, or will be met via conditions of approval to this final plat, or as required by the developer's agreement which must be executed prior to filing of the final plat.*

WHEREAS, the Planning Commission places the following conditions on Final Plat approval:

1. *The Developers Agreement for Seminary Estates 3rd Addition shall be executed prior to the final plat being signed by the City.*

2. *Engineering comments in the 3/7/24 Engineering Memo shall continue to be addressed throughout the site development process.*

3. *Private easements within the boundaries of Seminary Estates 3rd Addition must be vacated prior to the City signing the future final plat.*

4. *A curb cut permit will be required in conjunction with future building permits on each lot; plans shall be submitted with each curb cut permit application showing a street section detail for proposed street repairs resulting from sewer and water installation.*

5. *All utilities (i.e. telephone, electric, gas service lines, etc) shall be placed underground in accordance with the provisions of all applicable City ordinances.*

6. *Reference monuments shall be placed in the subdivision as required by state law.*

7. *Care should be taken to preserve existing trees if at all possible during the grading and site development process.*

8. *All necessary permits must be provided to the City (RCWD, NPDES, MDH, etc. as may be applicable) throughout the development process.*

9. *An outside sewer and water permit will be required for domestic water and sanitary sewer service connections. Connections shall be inspected by New Brighton Public Works.*

10. *Fees to be paid to the City prior to the final plat being signed include the required park dedication fee ($10,950), the local sewer availability charge ($1,110), the local water availability charge ($3,270), and the City sewer maintenance fee ($618).*

11. *Metropolitan Council sewer availability charges in the amount of $2485 per REC will be payable at the time the City issues a building permit for each lot.*

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of New Brighton hereby documents the final approval of Seminary Estates 3rd Addition and final conditions of approval via this resolution.

ADOPTED this 30th day of July, 2024, by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Axberg absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-051
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION APPROVING TWO OFF-SITE GAMBLING LICENSE APPLICATIONS FOR NEW BRIGHTON LIONS CLUB TO CONDUCT GAMBLING ACTIVITES AT LONG LAKE REGIONAL PARK, 1500 OLD HIGHWAY 8 NW

WHEREAS, New Brighton Lions Club has made application for an off-site gambling license to conduct a raffle, pull-tabs, paddlewheel, and bingo at Long Lake Regional Park, located at 1500 Old Highway 8 NW in the City of New Brighton; and

WHEREAS, a resolution is required by the Gambling Control Board showing city approval for the off-site gambling license; and

WHEREAS, the City Council approves the New Brighton Lions Club to conduct off-site gambling for Stockyard Days;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton to hereby approve the resolution for an off-site gambling license for New Brighton Lions Club to conduct pull-tabs at Long Lake Regional Park, located at 1500 Old Highway 8 NW in the City of New Brighton.

ADOPTED this 9th day of July 2024 by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Allen absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024 - 050
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT – MINNESOTA DEPARTMENT OF PUBLIC SAFETY, SAFE RIDE PROGRAM

WHEREAS, the New Brighton Department of Public Safety is responsible for enforcing local and state traffic laws;

WHEREAS, the New Brighton Department of Public Safety seeks out opportunities to reduce instances of impaired driving to prevent traffic injuries and deaths;

Whereas, the New Brighton Department of Public Safety applied for a grant from the Minnesota Department of Public Safety for the 2025 Safe Ride Program to aid in its driver safety efforts;

Whereas, the New Brighton Department of Public Safety grant application was approved;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton

1. The City of New Brighton enter into a grant agreement with the Minnesota Department of Public Safety, Office of Traffic Safety for the project entitled 2025 Safe Ride Program during the period from July 1, 2024 through June 30, 2025;
2. Sergeant Matt Farmer is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the New Brighton Department of Public Safety and to be the fiscal agent and administer the grant

ADOPTED this 25th day of June by the New Brighton City Council with a vote of 3 ayes and 0 nays. (Dunsworth and Abdulle absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

Resolution No. 2024-049

State of Minnesota
County of Ramsey
City of New Brighton

RESOLUTION ACCEPTING A WATER EFFICIENCY GRANT FROM THE METROPOLITAN COUNCIL

WHEREAS, the Metropolitan Council announced they will implement a water efficiency grant program effective through June 30, 2026; and

WHEREAS, eligible water demand reduction projects include toilet replacements, close washing machine replacements, dishwasher replacements, and irrigation system control replacements; and

WHEREAS, on March 12, 2024 the New Brighton City Council authorized staff to make application for this Metropolitan Council Water Efficiency Grant for a project consisting of toilet replacements; and

WHEREAS, the proposed project consists of replacing approximately 129 toilets in multi-family apartments whose water usage exceeds the typical amount for similar properties; and

WHEREAS, the Metropolitan Council awarded New Brighton a grant amount of $36,000; and

WHEREAS, the City of New Brighton will be required to contribute 20 percent, or $9,000 towards the project, for a total project cost of $45,000; and

WHEREAS, the City Council further authorizes the Mayor to execute the Metropolitan Council Clean Water Fund Grant Agreement No. SG-21424.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Brighton, Minnesota, hereby accept a $36,000 Water Efficiency Grant from the Metropolitan Council.

Adopted this 25th day of June, 2024, by the New Brighton City Council with a vote of 3 ayes and 0 nays. (Dunsworth and Abdulle absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

METROPOLITAN COUNCIL
CLEAN WATER FUND GRANT AGREEMENT

Recipient: City of New Brighton	Grant No.: SG-21424
Council Action: 2024-121	
Maximum Grant Amount: $36,000	Recipient Match: $9,000 (20% of program total)
Recipient's Authorized Representative: Name: Carl Gillies 803 Old Highway 8 NW New Brighton, MN 55112 Phone: 651-638-2074 Email Address: carl.gillies@newbrightonmn.gov	

This Clean Water Fund Grant Agreement ("Grant Agreement") is entered into between the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota ("Met Council") and the Recipient named above.

RECITALS

1. Minnesota Session Laws 2023, Chapter 40, Article 2, Section 8(b), appropriated to the Met Council $1,500,000 in funds from the Legacy Amendment's Clean Water Fund ("Clean Water Fund") for State fiscal years 2024 and 2025, for water demand reduction grants to assist municipalities in the metropolitan area with implementing water demand reduction measures to ensure the reliability and protection of drinking water supplies.

2. The Met Council is authorized by Minnesota Statutes sections 473.129, subdivision 4 to apply for and use grants from the State for any Metropolitan Council purpose and may dispose of the money in accordance with the terms of the appropriation.

3. The Recipient is authorized to receive grants from the Clean Water Fund for a water demand reduction program to implement measures to reduce water demand to ensure the reliability and protection of drinking water supplies.

4. On May 22, 2024, the Met Council authorized the granting $1,100,000 of the appropriation to the Recipients participating in the grant program.

5. The Recipient represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the reasonable satisfaction of the Met Council.

GRANT AGREEMENT

1. Term of Grant Agreement.

1.1. Effective Date. The Effective Date of this Grant Agreement is the date this agreement is fully executed.

1.2. Grant Activity Period. The Grant Activity Period runs from the Effective Date through the Expiration Date.

1.3. Expiration Date. The Expiration Date is the earlier of Recipient's satisfactory fulfillment of obligations or June 30, 2026.

1.4. Survival of Terms. The following clauses survive the expiration, termination or cancellation of this Grant Agreement:

- 9. Liability and Insurance;
- 10. Audits;
- 11. Government Data Practices;
- 13. Data Availability;
- 14. Governing Law, Jurisdiction, and Venue;
- 16. Data Disclosure; and
- 18.7 Future Eligibility.

2. Duties, Representations and Warranties of Recipient and Use of Grant Funds.

2.1. The Recipient will conduct, administer and complete in a satisfactory manner and in accordance with the terms of this Grant Agreement the program ("Recipient Program") which is described in Recipient's application to the Met Council for assistance under the Met Council's Clean Water Fund grant program. The Recipient's application is incorporated into this Grant Agreement as Exhibit A. Recipient will perform the Recipient Program in accordance with the timeline in Exhibit B of this Grant Agreement and to undertake the financial responsibilities described in Exhibit B which is incorporated into this Grant Agreement. The Recipient must complete the Recipient Program as described in Exhibits A and B. The Met Council makes no representation or warranties with respect to the success and effectiveness of the Recipient Program. The Met Council acknowledges that Recipient Program work may be limited to soliciting participation by its residents and businesses in the Recipient Program and requires additional work by the Recipient only to the extent that residents and businesses choose to participate in the Recipient Program, as described in Exhibit B.

The Grant Funds must be entirely passed through and can only be used for authorized rebates or grants for qualifying activities.

2.2. Recipient Representations and Warranties. The Recipient represents and warrants to Met Council, as follows:

A. It has the legal authority to enter into this Grant Agreement and to conduct and administer the Recipient Program and use the Grant Funds for the purpose or purposes described in this Agreement

B. It has taken all actions necessary for its execution of the Agreement and has provided to Met Council a copy of the resolution by its governing body authorizing Recipient to enter into this Agreement.

C. It has the legal authority to undertake the Recipient Program, including the Recipient's financial responsibilities in Exhibit B.

D. Only its Authorized Representative may provide certifications required in this Grant Agreement and submit pay claims for reimbursement of Recipient Program costs.

E. It will comply with all the terms of this Grant Agreement.

F. It will comply with all requirements of Clean Water Funding legislation and appropriations, except for requirements that this Grant Agreement explicitly states will be handled by the Met Council.

G. It has made no material false statement or misstatement of fact in connection with the Grant Funds, and all of the information it has submitted or will submit to the Met Council relating to the Grant Funds or the disbursement of any of the Grant Funds is and will be true and correct. It agrees that all representations contained in its application for the Clean Water Fund Grant are material representations of fact upon which the Met Council relied in awarding this Grant and are incorporated into this Agreement by reference.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no material actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it and is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Grant Agreement, or to perform any of the acts required of it in the Agreement.

I. Compliance with the requirements of this Grant Agreement is not prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement to which it is bound.

J. The Recipient Program will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Recipient Program will be conducted in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or political subdivisions having jurisdiction over the Recipient Program.

L. It will comply with the financial responsibility requirements contained in Exhibit B.

M. It will furnish satisfactory evidence regarding these representations if requested by the Met Council.

3. Time.

Recipient must comply with all time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. Eligible Costs.

Eligible costs are those costs incurred by parties within the jurisdiction of the Recipient for 80% of rebate or grant payments as defined in Exhibit B. The Met Council will not reimburse Recipient for non-eligible costs. Any cost not defined as an eligible cost or not included in the Recipient Program or approved in writing by the Met Council is a non-eligible cost.

5. Consideration and Payment.

5.1 Consideration. The Met Council will reimburse the Recipient for eligible costs performed by the Recipient during the Grant Activity Period up to the Maximum Grant Amount as specified in this agreement. The Met Council bears no responsibility for any cost overruns that may be incurred by the Recipient or any sub-recipients. The Recipient may be eligible to receive additional grant amounts or an adjustment of the Maximum Grant Amount in accordance with the procedure in the Grant Amendment Form attached and incorporated as Exhibit C. A fully executed Exhibit C will amend this Grant by the amount in Exhibit C.

5.2. **Advance.** The Met Council will make no advance of the Grant Amount to Recipient.

5.3. **Payment.** To receive payment, the Recipient must submit a Reimbursement Request on forms provided by the Met Council, including electronically scanned receipts to verify the cost of eligible devices reported for each reporting period. Reimbursement Request must be submitted quarterly, even if there are no eligible costs to report. The Recipient must describe its compliance with its the financial requirements, work completed including specific addresses where work was done, and provide sufficient documentation of grant eligible expenditures and any other information the Met Council reasonably requests. The Met Council will promptly pay the Recipient after the Recipient presents to the Met Council a Reimbursement Request and scanned copies of all receipts verifying the cost for all eligible devices reported and the Met Council's Authorized Representative accepts the invoiced services.

6. Conditions of Payment.

6.1. For each approved device for which Recipient requests payment, Recipient must certify the following to the Met Council:

(1) the device has been purchased during the Grant Activity Period;
(2) Recipient received receipts for the device; and
(3) the purchase was not performed in violation of federal, state, or local law, or regulation.

6.2. Conditions Precedent to Any Reimbursement Request. The obligation of the Met Council to make reimbursement payments is subject to the following conditions precedent:

A. The Met Council's receipt of a Reimbursement Request/Progress Report for the funds requested, and electronic copies of receipts verifying the cost for all eligible devices for that reporting period;

B. If requested by the Met Council (in form and substance acceptable to the Met Council), evidence that (i) the Recipient has legal authority to and has taken all actions necessary to enter into this Agreement and (ii) this Agreement is binding and enforceable against the Recipient;

C. There is no Event of Default under this Grant Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse; and

D. The Recipient has supplied to the Met Council all other items that the Met Council may reasonably require to assure good fiscal oversight of state's funding through the Clean Water Fund.

7. **Authorized Representative.**

The Met Council's Authorized Representative is:

Name:	Henry McCarthy or successor
Title:	Senior Environmental Scientist
Mailing Address:	390 North Robert Street St. Paul, MN 55101
Phone:	(651) 602-1946
E-Mail Address:	henry.mccarthy@metc.state.mn.us

The Met Council's Authorized Representative has the responsibility to monitor the Recipient's performance and the authority to accept the services provided under this Grant Agreement. If the services are satisfactory, the Met Council's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Recipient's Authorized Representative is noted on the first page of this Grant Agreement. If the Recipient's Authorized Representative changes at any time during this Grant Agreement, the Recipient must immediately notify the Met Council and within 30 days provide a new City resolution (if such resolution is necessary) specifying the new Representative.

8. **Assignment, Amendments, Waiver, Grant Agreement Complete, and Order of Precedence.**

8.1 Assignment. The Recipient may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior written consent of the Met Council and a fully executed Assignment Agreement.

8.2 Amendments. Except as provided in this Section 8.2, any amendment to this Grant Agreement must be in writing and will not be effective until it has been executed and approved by the appropriate parties. If requested by the Recipient in writing, the Met Council may at its sole discretion authorize in writing a minor change to the Recipient Program in Exhibit A without a formal executed amendment to this Grant Agreement.

8.3 Waiver. If the Met Council fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

8.4 Grant Agreement Complete. This Grant Agreement contains all negotiations and agreements between the Met Council and the Recipient. No other understanding regarding this Grant Agreement, whether written or oral, may be used to bind either party.

8.5 Order of Precedence. This Grant Agreement will be interpreted in the following order of precedence:

(1) Grant Agreement excluding exhibits;

(2) Exhibit B; and

(3) Exhibit A.

9. Liability and Insurance.

9.1 Liability. The Recipient and the Met Council are each responsible for their own acts and the acts of their employees and the results thereof. To the extent authorized by law, a party is not responsible for the acts of the other party and the results thereof. The liability of the Parties is governed by Minnesota Statutes Chapter 466 and other applicable laws. Neither Party waives any applicable limits on liability or immunities.

9.2 Relationship of the Parties. Nothing contained in this Grant Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Recipient and the Met Council, nor will the Recipient be considered or deemed to be an agent, representative, or employee of the Met Council in the performance of this Grant Agreement, or the Recipient Program.

The Recipient represents that it has already or will secure or cause to be secured all personnel required for the performance of this Grant Agreement and the Recipient Program. All personnel of the Recipient or other persons while engaging in the performance of this Grant Agreement or the Recipient Program will not have any contractual relationship with the Met Council related to the work of the Recipient Program and will not be considered employees of the Met Council. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Recipient, its officers, agents, contractors, or employees will in no way be the responsibility of the Met Council. Such personnel or other persons may not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Met Council, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

10. Audits.

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

11. Government Data Practices.

The Recipient and Met Council must comply with the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, as it applies to all data provided by the Met Council under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Recipient under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Recipient or the Met Council. If the Recipient receives a request to release the data referred to in this Clause, the Recipient must immediately notify the Met Council.

12. Workers' Compensation.

The Recipient certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Recipient's employees and agents will not be considered Met Council 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 Met Council's obligation or responsibility.

13. Data Availability.

To the extent and as requested by the Met Council, Recipient agrees to comply with Minn. Stat. § 114D.50, subd. 5 requirements for data collected by the Recipient Programs funded with money from the Clean Water Fund that have value for planning and management of natural resources, emergency preparedness and infrastructure investments, including but not limited to the requirement that to the extent practicable, summary data and results of Recipient Programs funded with money from the Clean Water Fund should be readily accessible on the internet and identified as a Clean Water Fund Recipient Program. The Met Council will put overall summary information on the internet and will encourage the Recipient put its city information on the web. Recipient understands and agrees that Met Council may list its name and summary information on the internet or in any other Grantor reporting.

Data collected by the Recipient Program, if any, funded with money from the Clean Water Fund that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments must conform to the enterprise information architecture developed by the Department of Information Technology Services. Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Minnesota Geospatial Information Office. A description of these data that adheres to the Department of Information Technology Services geographic metadata standards must be submitted to the Minnesota Geospatial Information Office to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under chapter 13. To the extent practicable, summary data and results of projects funded with money from the clean water fund should be readily accessible on the Internet and identified as a clean water fund project.

14. Governing Law, Jurisdiction, and Venue.

This Grant Agreement will be construed and enforced under the laws of the State of Minnesota without regard to its conflict of law provisions. The venue for any legal proceedings arising out of this Grant Agreement will be the appropriate state or federal court in Ramsey County, Minnesota.

15. Termination.

The Met Council may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Recipient. Upon termination, the Recipient will be entitled to payment for services prequalified and satisfactorily performed before the termination notice.

16. Data Disclosure.

Under Minn. Stat. § 270C.65, subd. 3, and other applicable law, the Recipient consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the Met Council, to federal and state tax agencies and Met Council personnel involved in the

payment of Met Council obligations. Recipient will require compliance with this Section 16 by Recipient's subrecipient of Grant funds and shall submit evidence of such compliance to Met Council as requested.

17. Notices.

In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and must be personally served or sent by email or United States mail, to the Authorized Representative of the party to whom it is directed.

18. Miscellaneous.

18.1 Report to Legislature. As provided in Minn. Stat. § 3.195, the Met Council must submit a report on the expenditure and use of money appropriated under the Clean Water Fund to the legislature by January 15 of each year. The report must detail the outcomes in terms of additional use of Clean Water Fund resources, user satisfaction surveys, and other appropriate outcomes. The Recipient agrees to provide to the Met Council by January 1 of each year a report on any user satisfaction surveys it has related to this Recipient Program, and other appropriate outcomes of the Recipient Program as prescribed in Section 18.3 of this Agreement.

18.2 Supplement. The funds granted under this agreement are to supplement and shall not substitute for traditional sources of funding. Recipient certifies to the Met Council that there was and is no traditional Recipient sources of funding for the City to help fund 80% of the subject water efficiency rebate or grant work.

18.3 Measurable Outcomes. A Recipient Program or program receiving funding from the Clean Water Fund must meet or exceed the constitutional requirement to protect, enhance, and restore water quality in lakes, rivers and streams and to protect groundwater and drinking water from degradation. A Recipient Program or program receiving funding from the Clean Water Fund must include measurable outcomes, as defined in Minn. Stat. § 3.303, subdivision 10, and a plan for measuring and evaluating the results. A Recipient Program or program must be consistent with current science and incorporate state-of-the-art technology. All information for funded Recipient Program work, including the proposed measurable outcomes, must be made available for publication on the web site required under Minn. Stat. § 3.303, subdivision 10, as soon as practicable and forwarded to the Met Council and the Legislative Coordinating Commission under the provisions of Minn. Stat. § 3.303, subd. 10. The Recipient must compile and submit all information for funded Recipient Programs or programs, including the proposed measurable outcomes and all other items required under Minn. Stat. § 3.303, subdivision 10, to the Met Council and, if requested by the Met Council, the Legislative Coordinating Commission as soon as practicable or by January 15 of the applicable fiscal year, whichever comes first.

18.4 Minn. Stat. § 16B.98. Grants funded by the Clean Water Fund must be implemented according to section 16B.98 and must account for all expenditures.

18.5 Benefit to Minnesota Waters. Money from the Clean Water Fund may only be spent on Recipient Programs that benefit Minnesota waters.

18.6 Website. If the Recipient has information on its website about the water efficiency grant program under Minn. Stat. § 114D.50, the Recipient will when practicable in accordance with Minn. Stat. § 114D.50, subd. 4(f) prominently display on the Recipient's website home page the Legacy logo accompanied by the phrase "Click here for more information." When a person clicks

on the Legacy logo image, the website must direct the person to a web page that includes both the contact information that a person may use to obtain additional information, as well as a link to the Met Council's and Legislative Coordinating Commission Website required under section 3.303, subdivision 10.

18.7 Future Eligibility. Future eligibility for money from the Clean Water Fund is contingent upon the Recipient satisfying all application requirements related to Met Council's fulfillment of Minn. Stat. § 114D.50 as well as any additional requirements contained in 2021, 1st Special Session, Chapter 1, Article 2, Section 8.

18.8 Prevailing Wages. The Recipient agrees to comply with all of the applicable provisions contained in chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.50, as they may be amended, modified or replaced from time to time with respect to the Recipient Program. By agreeing to this provision, the Recipient is not acknowledging or agreeing that the cited provisions apply to the Recipient Program.

18.9 Disability Access. Where appropriate, Recipient of clean water funds, in consultation with the Council on Disability and other appropriate governor-appointed disability councils, boards, committees, and commissions, should make progress toward providing greater access to programs, print publications, and digital media for people with disabilities related to the programs the recipient funds using appropriations made in this agreement.

18.10. General Provisions.

(i) Lawsuit. This Grant shall be canceled if a court determines that the appropriation illegally substitutes for a traditional source of funding.

(ii) Termination Due to Lack of Funds. Recipient recognizes that Met Council's obligation to reimburse Recipient for eligible Recipient Program costs is dependent upon Met Council's receipt of funds from the State of Minnesota appropriated to Met Council under 2023 Session Law, Chapter 40, Article 2, Section 8(b). Should the State of Minnesota terminate such appropriation or should such funds become unavailable to Met Council for any reason, Met Council shall, upon written notice to Recipient of termination or unavailability of such funds, have no further obligations for reimbursement or otherwise under this Grant Agreement. In the event of such written notice, Recipient has no further obligation to complete the Recipient Program as required by this Grant Agreement.

18.11. Counterparts and Electronic Signatures. This Grant Agreement may be executed in any number of counterparts, each of which when executed will be deemed to be an original and the counterparts will together constitute one agreement. A copy of this Grant Agreement, including its signature pages, will be binding and deemed to be an original. Electronic signatures using Adobe Sign or a similar program will be deemed an original signature.

19. Default and Remedies.

19.1 Defaults. The Recipient's failure to fully comply with any of the provisions contained in this Grant Agreement constitute an event of default ("Event of Default").

19.2. Remedies. Upon an event of default, the Met Council may exercise any one or more of the following remedies:

a. Refrain from disbursing the Grant;

b. Demand that all or any portion of the Grant already disbursed be repaid to it, and upon such demand the Recipient shall repay such amount to the Met Council; and

c. Enforce any additional remedies the Met Council may have at law or in equity.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

METROPOLITAN COUNCIL

By: _____
Regional Administrator, successor, or delegate

Date: _____

RECIPIENT:

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

By: Devin Massopust

Devin Massopust, City Manager
Printed Name and Title

Date: June 25, 2024

EXHIBIT A

(Application from community)

2024 – 2026
METROPOLITAN COUNCIL WATER EFFICIENCY GRANT PROGRAM APPLICATION FORM

updated 02/08/2024

Applicant Information:

MUNICIPALITY:	City of New Brighton
MUNICIPAL UTILITY:	
MAILING ADDRESS:	803 Old Highway 8 NW, New Brighton, MN 55112

Grants are only for water efficiency programs offering rebates or grants to property owners who are customers of the municipal water supply system and who replace specified water using devices with approved devices that use substantially less water. In municipalities where only some neighborhoods or areas are served by a municipal public water supply system, only those served by the municipal public water supply system are eligible.

If applicable, please specify what parts of your municipality would be eligible to receive rebates or grants:

Primary Contact Information:

Municipality primary authorized representative (all correspondence regarding the Water Efficiency Grant Program should be addressed to individual named below):

NAME:	Carl Gillies
TITLE:	DCAD Technician
STREET:	803 Old Highway 8 NW
CITY, ZIP:	New Brighton, 55112
PHONE:	651-638-2074
EMAIL:	carl.gillies@newbrightonmn.gov

Secondary Contact Information:

Municipality secondary authorized representative:

NAME:	Dustin Lind
TITLE:	Engineering Supervisor
STREET:	803 Old Highway 8 NW
CITY, ZIP:	New Brighton, 55112
PHONE:	651-638-2055
EMAIL:	dustin.lind@newbrightonmn.gov

Water Use and Savings Information:

Municipal Total Per Capita Water Use, in gallons per person-day (2022):	101.15
Municipal Residential Per Capita Water Use, in gallons per person-day (2022):	64.4
Municipal Ratio of Peak Month to Winter Month Water Use (2022):	1.94
Municipality's estimated annual water savings from proposed program, in gallons:	980,445

Program Design:

Requested Grant Amount (must equal 80% of total program budget):	$50,000
Required Municipality Matching Amount (must equal 20% of total program budget):	$12,500
Total Program Budget (Requested Grant Amount + Match):	$62,500

Example Calculation:

Requested Grant Amount	$16,000 (80% of total)
Required Municipality Matching Amount	$4,000 (20% of total)
Total Program Budget	$20,000 (100% of total)

Will your program be a grant program or rebate program? Grant

Estimated Number of Items:

Item	**Estimated Number**
Toilets	170
Irrigation Controllers	
Irrigation Spray Sprinkler Bodies	
Irrigation System Audits	
Showerheads	
Clothes Washing Machines	
Dishwashers	

Project Work Plan and Schedule:*

Task Description	Responsible Person	Start Date	Completion Date
Notify Eligible Properties of Grant Opportunity	Carl Gillies	7/1/24	7/12/24
Select eligible properties based on water usage and most water savings/ Seek proposals from plumbing services	Carl Gillies/ Dustin Lind	7/15/24	7/26/24
Enter into contract with property owner/ selcted plumber	City Attorney	7/29/24	8/2/24
Select toilets with input from plumber and property owner	Carl Gillies/ Dustin Lind/ Plumber/ Property Owner	8/6/24	8/16/24
Install Toilets	Plumber/ Property Owner	8/20/24	3/28/25

** Municipality may create own project plan and schedule form*

Communications to Property Owners:

How will your program be advertised (check all that apply):

Newsletter	☐
Print media	☐
Email	☑
X (formerly Twitter)	☐
Website	☐
Radio	☐
Television	☐
Facebook	☐
Nextdoor	☐
Other social media	☐

Please attach examples of proposed newsletter, print media, or email communications.

Critical Points to Remember:

- The applying municipality must be served by a municipal public water supply system
- New construction and new developments are not eligible
- A portion of each eligible activity's cost must be paid by the property owner
- Funds are for rebates or grants only; consulting and city staff time are ineligible
- Grant recipients must display the Clean Water, Land and Legacy Amendment logo and the Metropolitan Council logo on program-related web pages and paper communications

Resolution No. ~~24~~ 20240210

State of Minnesota
County of Ramsey
City of New Brighton

RESOLUTION AUTHORIZING APPLICATION FOR THE 2024-2026 METROPOLITAN COUNCIL WATER EFFICIENCY GRANT PROGRAM

WHEREAS, the City of New Brighton supports the grant application made to the Metropolitan Council for the 2024-2026 Water Efficiency Grant Program.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Brighton, Minnesota:

1. That City Staff is authorized to apply for the 2024-2026 Metropolitan Council Water Efficiency Grant Program.

Adopted this 12th day of March, 2024, by the New Brighton City Council with a vote of 5 ayes and 0 nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

Operation Flush

METROPOLITAN COUNCIL

CLEAN WATER LAND & LEGACY AMENDMENT

Dear [Building Owner Name],

Based on your water usage and the age of your infrastructure, we'd like to invite you to participate in the City of New Brighton's Operation Flush program. The Metropolitan Council has awarded our city a Water Efficiency Grant to replace older toilets with high-efficiency models.

Program Benefits:

- **Free Toilet Upgrade:** The grant covers 80% of the installation costs for a city-selected contractor to install a new, white, U.S. EPA WaterSense® compliant and ADA-accessible toilet.
- **Reduced Water Usage:** WaterSense® toilets use significantly less water, saving you money on your water bill and helping conserve our precious resources.
- **Preventative Maintenance:** Our experience shows that some minor plumbing repairs (e.g., leaky faucets) are often discovered during toilet replacement. This program provides an excellent opportunity to address these issues simultaneously.

Your Responsibility (20% of Installation Cost):

- You will be responsible for the remaining 20% of the installation cost, estimated at ~$380.00 per toilet.
- Any additional plumbing repairs beyond the scope of standard toilet replacement (e.g., repairs to the water line behind the wall or the stool collar) will be your responsibility.

Goal:

The goal of the water efficiency grant program is to support technical and behavioral changes that improve municipal water use efficiency in the seven-county metropolitan area.

Project Timeline:

We aim to complete the toilet replacements in late fall to late spring. Unfortunately, due to program limitations, we may not be able to replace all toilets in all buildings. However, we'll prioritize replacing toilets in entire buildings whenever possible.

Interested in Participating?

For more information or to participate in Operation Flush, please contact:

Carl Gillies
651.638.2074
carl.gillies@newbrightonmn.gov

We look forward to partnering with you to conserve water and improve your building's efficiency!

Sincerely,

The City of New Brighton

NEW BRIGHTON
building tomorrow today

EXHIBIT B



2024 – 2026
METROPOLITAN COUNCIL WATER EFFICIENCY GRANT PROGRAM GUIDELINES

updated 06/06/2024

Overview

The Metropolitan Council (Met Council) will implement a water efficiency grant program effective July 1, 2024 to June 30, 2026. Grants will be awarded on a competitive basis to municipalities that are served by a municipal water system.

The Met Council will provide 80% of the program cost; the municipality must provide the remaining 20%. Municipalities will use the combined Met Council and municipality funds to run their own grant or rebate programs.

Grants will be made available in amounts with a minimum of $5,000 and a maximum of $50,000. Grantees will be required to provide estimated water savings achieved through this program for Clean Water, Land & Legacy Amendment reporting purposes.

Legislative Directive - Minnesota 2023 Session Laws

> $750,000 the first year and $750,000 the second year are for the water demand reduction grants to assist municipalities in the metropolitan area with implementing water demand reduction measures to ensure the reliability and protection of drinking water supplies. Fiscal year 2024 appropriations are available until June 30, 2025, and fiscal year 2025 appropriations are available until June 30, 2026.

Grant Program Goal

The goal of the water efficiency grant program is to support technical and behavioral changes that improve municipal water use efficiency in the seven-county metropolitan area.

Critical Points to Remember

- The applying municipality must be served by a municipal public water supply system
- New construction and new developments are not eligible
- A portion of each eligible activity's cost must be paid by the property owner
- Funds are for rebates or grants only; consulting and city staff time are ineligible

- Grant recipients must display the Clean Water, Land and Legacy Amendment logo and the Metropolitan Council logo on program-related web pages and paper communications

Grant Program Structure: Administration and Funding

The Water Efficiency Grant Program will be administered by Metropolitan Council Environmental Services (Environmental Services) and will be funded with $1,100,000 appropriated by the 2023 Minnesota Legislature. Grant applications will be reviewed and ranked Metropolitan Council Water Resources staff. The remaining $400,000 of this funding has been allocated to a different, equity-focused municipal water efficiency grant project.

Grants are only for water efficiency programs offering rebates or grants to property owners who are customers of the municipal water supply system and who replace specified water using devices with approved devices that use substantially less water. In municipalities where only some neighborhoods or areas are served by a municipal public water supply system, only those served by the municipal public water supply system are eligible.

Grants will be awarded to municipalities in amounts ranging from $5,000 to $50,000 for providing rebates or grants to property owners. Municipalities will be responsible for the design and operation of their rebate or grant program and its details. Grant payments to the municipality will be for 80% of approved program amounts. The municipality must provide the remaining 20% of the granted/rebated amount to the property owner. Municipality rebates or grants are eligible for reimbursement on device replacements conducted during the Grant Activity Period.

Here is an example of the grant funding design:

Metropolitan Council Grant Amount	$16,000 (80% of total)
Municipality Match	$4,000 (20% of total)
Municipality Grant/Rebate Program Total	$20,000 (100% of total)

Eligibility

This grant program is limited to municipalities in the seven-county metropolitan area.

Municipalities eligible per above must apply to participate and, if approved, sign a standard Met Council Grant Agreement, before any eligible rebates or grants can be submitted for reimbursement. Agreements shall require that municipalities:

- Entirely pass through grants received (as is being done by Environmental Services)
- Verify purchase of devices to receive grants
- Retain records and cooperate with any audits
- Conduct all communications with property owners and ensure all written communications to property owners include both the Clean Water, Land and Legacy Amendment and the Metropolitan Council's logo
- Provide quantitative information for state reporting purposes

Eligible water efficiency devices consist of the following:

- Toilet replacement with a US EPA WaterSense labeled toilet

- Irrigation controller replacement with a US EPA WaterSense labeled controller, either weather-based or soil moisture-based
- Irrigation spray sprinkler body replacement with a US EPA WaterSense labeled spray sprinkler body
- Irrigation system audit by an Irrigation Professional certified by a US EPA WaterSense program
- Showerhead replacement with a US EPA WaterSense labeled showerhead
- Clothes washing machine replacement with a US DOE Energy Star labeled clothes washing machine
- Residential dishwasher replacement with a US DOE Energy Star labeled residential dishwasher

Expenses eligible for reimbursement are the out-of-pocket cost of the device and its installation only, not to include any owner labor costs. In addition, new construction and new developments are ineligible, as this program is intended as a current infrastructure replacement program.

Application Process

- Applicants must be served by a municipal public water supply system
- Municipalities will submit Met Council supplied application form by March 29, 2024. Required information includes:
  - the municipality's rebate or grant program design and work plan
  - proposed examples of communications to property owners
  - requested total grant amount
  - estimated annual amount of water saved by the applying municipality
- Application form is available at: https://metrocouncil.org/Wastewater-Water/Funding-Finance/Available-Funding-Grants.aspx
- Submit competed application to: henry.mccarthy@metc.state.mn.us
- Metropolitan Council will notify municipalities of grant awards by May 24, 2024.

Proposal Selection Criteria

In the event that funds requested exceed funds available, the following criteria will be used to determine the amount granted to a given municipality:

- Municipalities with identified water supply issues in Master Water Supply Plan Community Profiles or Local Water Supply Plans
- Municipalities' ratio of peak monthly water use to winter monthly water use
- Municipalities' average residential per capita water use
- The order in which applications are received and until grant funds are completely committed

Funding Process and Reporting Requirements

- Utilizing forms provided by Met Council, the following information must be reported on a quarterly basis:
  - Number, type and amount of rebates or grants provided to property owners, along with each property address
  - Estimated annual gallons of water saved per device installation
  - Municipality matching funds disbursed
  - Number of unmet funding requests from property owners, if any

- Upon review and confirmation of the above information, Met Council will process a grant payment in the amount of 80% of approved total rebates or grants for the reporting period.
- Met Council will provide confirmation of grant balances available upon request and reserves the right to amend grant agreements, in collaboration with grantee municipality, if quarterly reporting indicates rebate or grant programs will not fully utilize grant awards within the Grant Activity Period.

Qualified Activities

- Toilet replacement with a US EPA WaterSense labeled toilet:

  https://lookforwatersense.epa.gov/products/Product-Search-Results-Toilets.html

- Irrigation controller replacement with a US EPA WaterSense labeled controller, either weather-based or soil moisture-based:

  https://lookforwatersense.epa.gov/products/Product-Search-Results-IrrigationController.html
  https://lookforwatersense.epa.gov/products/Product-Search-Results-SoilMoistureBasedIrrigationController.html
- Irrigation spray sprinkler body replacement with a US EPA WaterSense labeled spray sprinkler body:

  https://lookforwatersense.epa.gov/products/Product-Search-Results-Sprinkler.html

- Irrigation system audit by an Irrigation Professionals certified by a US EPA WaterSense program: https://lookforwatersense.epa.gov/pros/

- Showerhead replacement with a US EPA WaterSense labeled showerhead: https://www.epa.gov/watersense/showerheads

- Clothes washing machine replacement with a US DOE Energy Star labeled clothes washing machine: https://www.energystar.gov/productfinder/product/certified-clothes-washers/results

- Residential dishwasher replacement with a US DOE Energy Star labeled residential dishwasher:

  https://www.energystar.gov/products/dishwashers

Determining Estimated Water Savings

Some manufacturers include annual water savings estimates in their device descriptions or specifications, and irrigation professionals report estimated savings after performing an irrigation system audit. In cases where estimated annual water savings are not provided or can't be found, the WaterSense and Energy Star websites have information on estimated water savings.

- Toilet:
  https://www.epa.gov/watersense/residential-toilets

- Irrigation controller:
  https://www.epa.gov/watersense/watersense-labeled-controllers

- Spray sprinkler body:
  https://www.epa.gov/watersense/spray-sprinkler-bodies#:~:text=WaterSense%20Savings,-

Experts%20estimate%20that&text=Installing%20WaterSense%20labeled%20spray%20sprinkler,water%20and%20sewer%20costs%20annually.

- Irrigation audit:
  https://www.epa.gov/watersense/irrigation-pro

- Showerhead:
  https://www.epa.gov/watersense/showerheads

- Clothes washing machine:
  https://www.energystar.gov/products/clothes_washers#:~:text=ENERGY%20STAR%20can%20help%20families,less%20water%20than%20regular%20washers.

- Residential dishwasher:
  https://www.energystar.gov/products/dishwashers

Reporting Example

							Calculated Totals:			
Property Street Address and Zip Code	(Select) Property Type:	(Select) Water Device Replaced:	Cost per Device ($):	# of Devices:	Rebate or Grant per Device ($)	Est. Annual Water (Gallons) Saved Per Device:	Total Rebate or Grant	Municipality Contribution:	Eligible Grant Amount	Estimated Annual Water Saved (Gallons):
2094 Proviso Avenue	Residential	Clothes Washer	$800.00	1	$200.00	5,000	$200.00	$40.00	$160.00	5,000
3452 Enola Drive	Residential	Irrigation Controller	$250.00	1	$150.00	20,000	$150.00	$30.00	$120.00	20,000
994 Argentine Place	Residential	Irrigation Controller	$200.00	1	$150.00	20,000	$150.00	$30.00	$120.00	20,000
5377 Shoreham Way	Residential	Toilet	$350.00	1	$125.00	7,000	$125.00	$25.00	$100.00	7,000

EXHIBIT C Revision # [ ]

METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES

2022-2024 CLEAN WATER FUND WATER EFFICIENCY GRANT PROGRAM
GRANT AMENDMENT FORM

NOTICE TO RECIPIENT: Submission of this form is required to modify the Maximum Grant Amount in your Grant Agreement with Metropolitan Council 2024-2026 Clean Water Fund Water Efficiency Grant Program (Grant Program).

After determination of your city's Maximum Grant Amount, completion and submission of this form is necessary when 1) you are requesting additional grant funds to meet unexpected rebate or grant demand, or 2) when your city has determined that the previously approved program's rebate or grant demand will not be met, requiring less grant funds than anticipated when the agreement was signed.

The process for modifying your Grant Agreement is as follows:

1. Your city's authorized representative submits one signed copy of Exhibit C to the Met Council, with any additional information requested by Met Council.
2. Upon receipt and any Met Council approval of signed Exhibit C, the Met Council's authorized representative will obtain Met Council authorized signatures returns a fully executed copy of Exhibit C indicating the new Maximum Grant Amount to City's designated authorized representative.

Instructions: Indicate the date of your change request in #1 box. Indicate the number of this particular change request in #2 box (and in box at top of page – must match). Enter the current grant agreement amount (as MCES approved) in #3 box. If you wish to <u>increase</u> your municipality's grant amount, enter the amount you are requesting in #4 box. If you wish to <u>decrease</u> your grant amount due to less demand than anticipated, enter the amount in #5 box. Enter in #6 box the amount derived from adding #3 to #4 or derived from subtracting #5 from #3.

Grant Agreement # [ ]

1. Date of change request: [ ]

2. Change request number: | |

3. Current Grant Agreement Amount (as MCES approved): | |

4. Increase due to request for additional funding: | |

5. Decrease due to less demand: | |

6. Amended Maximum Grant Agreement Amount requested: | |

CITY NAME:_____

CITY AUTHORIZED REPRESENTATIVE (signature and date):

_____

METROPOLITAN COUNCIL PROGRAM ADMINISTRATOR APPROVAL (signature and date):

_____

METROPOLITAN COUNCIL AUTHORIZED SIGNATURE AND DATE

_____

Questions may be directed to the Met Council Authorized Representative:

RESOLUTION NO. 2024-048
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION AUTHORIZING THE REISSUANCE OF MULTIFAMILY NOTE (OAKS LANDING PROJECT), SERIES 2019A, AND MULTIFAMILY NOTE (OAKS LANDING PROJECT), SERIES 2020A AND AN AMENDMENT TO A FUNDING LOAN AGREEMENT IN CONNECTION THEREWITH

WHEREAS, the City of New Brighton, Minnesota (the "City"), is a statutory city and political subdivision organized and existing under the Constitution and laws of the State of Minnesota;

WHEREAS, the City has previously issued and sold to Citibank, N.A, a national banking association (the "Funding Lender"), its Amended and Restated Multifamily Housing Revenue Note (Oaks Landing Project), Series 2019A, dated November 22, 2019, in the original aggregate principal amount of $4,482,691 (the "Series 2019A Note"), and its Multifamily Note with designation as Multifamily Housing Revenue Note (Oaks Landing Project), Series 2020A, dated December 22, 2020, in the original aggregate principal amount of $22,086,309 (the "Series 2020A Note" and, together with the Series 2019A Note, the "Notes"), pursuant to Minnesota Statutes, Chapter 462C, as amended (the "Act") and the Amended and Restated Funding Loan Agreement, dated December 1, 2020 (the "Funding Loan Agreement"), among the City, the Funding Lender, and U.S. Bank National Association, a national banking association, as predecessor-in-interest to U.S. Bank Trust Company, National Association, a national banking association, in its capacity as fiscal agent (the "Fiscal Agent"), as amended by a First Amendment to Amended and Restated Funding Loan Agreement, dated December 22, 2023, between the Funding Lender, the City and the Fiscal Agent;

WHEREAS, the City loaned the proceeds derived from the sale of the Notes to New Brighton Leased Housing Associates II, LLLP, a Minnesota limited liability limited partnership (the "Borrower"), to finance the acquisition, construction, and equipping of an approximately 204-unit multifamily rental housing development and functionally related facilities located at 700 7th St NW in the City to be known as the Oaks Landing Project (the "Project") and certain related costs;

WHEREAS, the Project has been completed and is owned and operated by the Borrower;

WHEREAS, the Borrower has requested, and the Funding Lender has agreed, among other things, to extend the Conversion Date (as defined in the Funding Loan Agreement) of the Notes, pursuant to a Second Amendment to Amended And Restated Funding Loan Agreement (the "Second Amendment to Funding Loan Agreement") between the Funding Lender, the City and the Fiscal Agent;

WHEREAS, such amendments will cause a reissuance of the Notes for tax purposes pursuant to Section 1.1001-3 of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended (the "Code"); therefore, for tax purposes, the Notes will be treated as if they will be refunded on the effective date of the amendments; and

WHEREAS, on the date hereof, in accordance with the Act and Section 147(f) of the Code, the City held a public hearing on the Second Amendment to Funding Loan Agreement and the deemed reissuance of the Notes.

NOW, THEREFORE, BE IT RESOLVED by the City Council (the "Council") of the City of New Brighton, Minnesota ("City") as follows:

1. The City hereby approves the Second Amendment to Funding Loan Agreement, in substantially the form on file with the City, together with any related documents necessary in connection therewith or in connection with the extension of the Conversion Date, including without limitation a tax certificate and IRS Form 8038 (collectively, the "Amendment Documents"), and hereby authorizes the Mayor and the City Manager of the City to execute the Amendment Documents on behalf of the City, and to carry out, on behalf of the City, the City's obligations thereunder.

2. All of the provisions of the Amendment Documents, when executed and delivered as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof.

3. The approval hereby given to the Amendment Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the City and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. In the event of absence or disability of the officers, any of the documents authorized by this resolution to be executed may be executed without further act or authorization of the Council by any duly designated acting official, or by such other officer or officers of the City as, in the opinion of legal counsel to the City, may act in their behalf.

ADOPTED this 11th day of June 2024 by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Alberg Absent).

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-047
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION CERTIFYING DELINQUENT UTILITY ACCOUNTS TO BE PAYABLE WITH 2025 PROPERTY TAXES

WHEREAS, the City certifies delinquent utility for collection with the property taxes each year; and

WHEREAS, certification is authorized by the City Code for delinquent utility charges unpaid that exceed $100 and are past due by ninety (90) days; and

WHEREAS, interest at the rate of 10% per annum has been included in the totals; and

WHEREAS, the affected customers have been advised as to the certification providing them an opportunity to make full payment prior to this certification

NOW THEREFORE, BE IT RESOLVED that:
1. The certifications shall be shown in Attachment A.
2. The certified amounts shall be collected in full with the 2025 property taxes.

ADOPTED this 11th day of June 2024 by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Axberg absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

Delinquent Utility Balance List **Attachment A**

Wednesday, June 5, 2024

Account Number	Parcel Number	Delinquent Amount	Certification Fee	Total
100255	333023230104	$298.15	$29.820	$327.97
100586	313023110023	$292.41	$29.240	$321.65
100743	333023220027	$295.51	$29.550	$325.06
100776	333023220048	$1,004.69	$100.470	$1,105.16
101139	333023230078	$300.88	$30.090	$330.97
101220	293023340053	$379.34	$37.930	$417.27
101410	293023340031	$493.79	$49.380	$543.17
102616	323023310046	$496.41	$49.640	$546.05
102624	323023340001	$726.26	$72.630	$798.89
102830	323023340009	$100.44	$10.040	$110.48
103176	323023310027	$306.72	$30.670	$337.39
103424	293023330084	$723.26	$72.330	$795.59
104224	323023220026	$852.22	$85.220	$937.44
104984	293023330067	$471.54	$47.150	$518.69
105262	313023110008	$260.40	$26.040	$286.44
105544	313023140049	$699.94	$69.990	$769.93
105593	313023140044	$402.66	$40.270	$442.93
106260	313023110081	$174.61	$17.460	$192.07
106286	313023120138	$143.27	$14.330	$157.60
106310	313023120149	$241.11	$24.110	$265.22
106583	303023330070	$295.51	$29.550	$325.06
106815	303023330061	$380.99	$38.100	$419.09
107912	323023440007	$497.14	$49.710	$546.85
108365	323023330038	$197.98	$19.800	$217.78
108530	323023320075	$131.45	$13.150	$144.60
109157	323023310012	$343.07	$34.310	$377.38
109272	313023110042	$306.45	$30.650	$337.10
109751	323023310015	$604.25	$60.430	$664.68
109892	323023310087	$303.38	$30.340	$333.72
110155	323023320046	$512.00	$51.200	$563.20
110213	323023320057	$643.81	$64.380	$708.19
111286	313023140040	$465.10	$46.510	$511.61
111344	323023310072	$571.04	$57.100	$628.14
111492	323023320038	$391.92	$39.190	$431.11
111765	323023330084	$306.80	$30.680	$337.48
112292	313023140015	$298.27	$29.830	$328.10
112367	303023330001	$431.26	$43.130	$474.39
113803	323023210001	$870.30	$87.030	$957.33
200428	293023140020	$476.31	$47.630	$523.94
200592	293023110059	$160.89	$16.090	$176.98
201046	293023110066	$131.45	$13.150	$144.60
201269	293023340019	$580.51	$58.050	$638.56
201939	293023140145	$309.77	$30.980	$340.75
201996	293023110048	$306.20	$30.620	$336.82
202176	293023140130	$370.39	$37.040	$407.43
202473	303023410011	$430.07	$43.010	$473.08
202531	303023130066	$379.36	$37.940	$417.30
202697	303023420011	$309.77	$30.980	$340.75
203091	293023140100	$442.58	$44.260	$486.84
203125	293023140086	$1,088.44	$108.840	$1,197.28

203224	293023120051	$425.04	$42.500	$467.54
203372	293023120024	$341.71	$34.170	$375.88
203463	293023120019	$276.04	$27.600	$303.64
203471	293023120043	$310.42	$31.040	$341.46
203489	293023120018	$316.94	$31.690	$348.63
203661	293023230017	$307.71	$30.770	$338.48
204149	293023120048	$306.15	$30.620	$336.77
204180	293023210082	$309.40	$30.940	$340.34
204354	293023210122	$290.51	$29.050	$319.56
204602	293023240130	$413.29	$41.330	$454.62
204677	293023240133	$306.54	$30.650	$337.19
204776	293023240010	$1,034.17	$103.420	$1,137.59
204941	293023210071	$702.78	$70.280	$773.06
205047	293023210104	$309.77	$30.980	$340.75
205054	293023210065	$131.45	$13.150	$144.60
205096	293023210107	$381.20	$38.120	$419.32
205146	303023110069	$388.39	$38.840	$427.23
205310	293023310011	$311.01	$31.100	$342.11
205351	293023310022	$517.44	$51.740	$569.18
205518	293023240114	$343.37	$34.340	$377.71
205682	293023240029	$388.41	$38.840	$427.25
206011	203023430018	$991.91	$99.190	$1,091.10
206532	293023310036	$414.90	$41.490	$456.39
206763	293023240097	$349.02	$34.900	$383.92
206805	293023240065	$263.36	$26.340	$289.70
206839	293023240063	$196.03	$19.600	$215.63
206946	293023240045	$431.79	$43.180	$474.97
207795	193023430002	$450.62	$45.060	$495.68
208389	293023230012	$157.68	$15.770	$173.45
209049	203023320046	$248.86	$24.890	$273.75
209270	303023140011	$151.55	$15.160	$166.71
210740	203023340101	$131.45	$13.150	$144.60
211128	303023240026	$654.53	$65.450	$719.98
211144	303023240027	$309.77	$30.980	$340.75
211334	303023110020	$634.36	$63.440	$697.80
211482	303023130056	$317.17	$31.720	$348.89
212662	303023140065	$2,144.14	$214.410	$2,358.55
212704	303023140057	$331.47	$33.150	$364.62
214270	303023210055	$362.74	$36.270	$399.01
214544	303023110033	$159.26	$15.930	$175.19
214700	193023430001	$279.10	$27.910	$307.01
214825	303023110005	$319.49	$31.950	$351.44
215160	193023410021	$204.77	$20.480	$225.25
215301	193023440012	$413.84	$41.380	$455.22
215798	193023410048	$226.72	$22.670	$249.39
216077	303023240018	$393.37	$39.340	$432.71
216192	303023210012	$547.04	$54.700	$601.74
216366	193023430008	$528.18	$52.820	$581.00
216424	193023430010	$347.11	$34.710	$381.82
216952	303023240074	$331.89	$33.190	$365.08
217000	303023130086	$168.20	$16.820	$185.02
217026	303023130093	$276.04	$27.600	$303.64
217091	303023130094	$620.09	$62.010	$682.10
217117	303023120030	$360.26	$36.030	$396.29

218206	303023420086	$164.99	$16.500	$181.49
218222	303023420073	$644.01	$64.400	$708.41
218396	303023220047	$507.33	$50.730	$558.06
218883	303023220007	$1,203.35	$120.340	$1,323.69
219428	293023420009	$1,791.13	$179.110	$1,970.24
220657	303023340076	$652.98	$65.300	$718.28
220756	293023140136	$136.27	$13.630	$149.90
222232	293023240141	$465.57	$46.560	$512.13
222323	203023310031	$348.43	$34.840	$383.27
222601	293023130211	$420.57	$42.060	$462.63
223677	203023410078	$254.05	$25.410	$279.46
264495	293023310060	$957.29	$95.730	$1,053.02
300392	173023220008	$653.77	$65.380	$719.15
300657	193023130205	$308.83	$30.880	$339.71
300715	193023240054	$575.02	$57.500	$632.52
301358	203023230049	$1,302.44	$130.240	$1,432.68
301630	203023230033	$339.61	$33.960	$373.57
302208	193023220069	$477.52	$47.750	$525.27
302257	193023230046	$487.28	$48.730	$536.01
302406	203023220051	$552.00	$55.200	$607.20
302414	203023220028	$154.73	$15.470	$170.20
302596	193023210076	$392.02	$39.200	$431.22
302653	193023210084	$131.45	$13.150	$144.60
303529	183023110083	$202.71	$20.270	$222.98
303552	183023110082	$138.54	$13.850	$152.39
303693	183023110101	$456.69	$45.670	$502.36
304311	193023210062	$1,142.98	$114.300	$1,257.28
304428	193023210026	$347.97	$34.800	$382.77
304469	193023210029	$1,108.82	$110.880	$1,219.70
304592	193023210019	$332.31	$33.230	$365.54
304816	193023140037	$218.96	$21.900	$240.86
304865	193023140028	$840.97	$84.100	$925.07
305599	183023330051	$1,534.24	$153.420	$1,687.66
306068	193023110047	$131.45	$13.150	$144.60
306563	193023130007	$934.64	$93.460	$1,028.10
306746	193023120005	$850.55	$85.060	$935.61
306951	183023430041	$462.07	$46.210	$508.28
307207	193023120033	$281.65	$28.170	$309.82
307413	183023310035	$562.50	$56.250	$618.75
307421	183023310034	$663.15	$66.320	$729.47
307439	183023310033	$649.07	$64.910	$713.98
307801	193023120040	$131.45	$13.150	$144.60
308262	193023240020	$475.29	$47.530	$522.82
308551	183023310052	$661.47	$66.150	$727.62
309203	183023310020	$515.56	$51.560	$567.12
309435	183023110072	$630.44	$63.040	$693.48
309484	183023110061	$1,049.00	$104.900	$1,153.90
309567	183023120071	$186.27	$18.630	$204.90
309716	173023220014	$190.84	$19.080	$209.92
309807	183023120018	$843.42	$84.340	$927.76
309849	183023120022	$672.23	$67.220	$739.45
310169	183023120028	$454.23	$45.420	$499.65
310730	173023230034	$456.54	$45.650	$502.19
310854	183023430026	$334.31	$33.430	$367.74

310888	183023430028	$557.62	$55.760	$613.38
310961	183023430019	$1,351.02	$135.100	$1,486.12
311134	183023210027	$561.18	$56.120	$617.30
311266	173023320009	$472.10	$47.210	$519.31
311274	173023320020	$1,066.31	$106.630	$1,172.94
311332	173023320024	$131.45	$13.150	$144.60
311514	183023240016	$343.02	$34.300	$377.32
311787	193023140006	$457.04	$45.700	$502.74
311910	193023110100	$1,101.67	$110.170	$1,211.84
311928	193023110099	$739.68	$73.970	$813.65
311969	193023110097	$402.05	$40.210	$442.26
312157	183023440076	$471.41	$47.140	$518.55
312173	183023440075	$676.00	$67.600	$743.60
312603	183023140005	$259.44	$25.940	$285.38
312637	183023140002	$137.30	$13.730	$151.03
312884	183023140049	$541.60	$54.160	$595.76
312900	183023140051	$614.88	$61.490	$676.37
313072	183023140043	$456.58	$45.660	$502.24
313320	183023120045	$477.28	$47.730	$525.01
313510	183023420013	$131.45	$13.150	$144.60
313866	183023420023	$454.84	$45.480	$500.32
313932	183023310010	$2,141.83	$214.180	$2,356.01
314898	183023110030	$350.41	$35.040	$385.45
315432	173023230039	$844.59	$84.460	$929.05
315614	173023230007	$512.57	$51.260	$563.83
315978	183023440028	$542.01	$54.200	$596.21
316117	183023430003	$796.27	$79.630	$875.90
316307	183023330025	$1,380.55	$138.060	$1,518.61
316406	183023240032	$492.28	$49.230	$541.51
316612	183023240010	$276.04	$27.600	$303.64
316620	183023240008	$926.95	$92.700	$1,019.65
316869	183023120014	$543.15	$54.320	$597.47
317057	173023230019	$261.77	$26.180	$287.95
317065	173023230027	$688.01	$68.800	$756.81
317149	173023240016	$689.21	$68.920	$758.13
317206	173023230023	$511.29	$51.130	$562.42
317529	183023330014	$173.91	$17.390	$191.30
317610	183023330022	$261.05	$26.110	$287.16
317669	193023240068	$302.01	$30.200	$332.21
317743	193023210001	$561.46	$56.150	$617.61
317834	183023420039	$124.05	$12.410	$136.46
318014	183023220007	$658.94	$65.890	$724.83
318139	183023330045	$480.49	$48.050	$528.54
318337	183023230019	$609.21	$60.920	$670.13
318519	183023120008	$527.52	$52.750	$580.27
318535	183023120006	$131.45	$13.150	$144.60
318691	183023120059	$310.07	$31.010	$341.08
318915	183023130020	$633.69	$63.370	$697.06
319111	193023220043	$225.33	$22.530	$247.86
319426	183023220011	$474.93	$47.490	$522.42
319459	183023220013	$228.85	$22.890	$251.74
321059	203023210001	$157.40	$15.740	$173.14
321117	183023340072	$851.26	$85.130	$936.39
Total:		$102,481.95	$10,248.31	$112,730.26

Resolution No. 2024-046

State of Minnesota
County of Ramsey
City of New Brighton

RESOLUTION ACCEPTING BIDS AND AWARD OF CONTRACT FOR CITY PROJECT 21-9, OLD HIGHWAY 8 – 3 LANE CONVERSION REBID

WHEREAS, pursuant to advertisement in the ***Pioneer Press and Finance and Commerce,*** and online at http://www.questcdn.com, bids for the above mentioned improvement were received, opened, and read aloud by the City Administration at 11:00 a.m., May 22, 2024 complying with the advertisement; and

WHEREAS, the lowest bidder meeting bid specifications was found to be **New Look Contracting, Inc.** with a total bid of **$394,050.00.**

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Brighton, Minnesota:

1. That the Mayor and City Manager are hereby authorized and directed to enter into a contract with New Look Contracting, Inc. in the name of the City of New Brighton for City Project 21-9, Old Highway 8 – 3 Lane Conversion Rebid.

Adopted this 28th day of May, 2024, by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Dunsworth Absent)

Karl Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

Resolution No. 2024- 045

State of Minnesota
County of Ramsey
City of New Brighton

RESOLUTION ACCEPTING BIDS AND AWARD OF CONTRACT FOR CITY PROJECT 24-1, 2024 STREET REHABILITATION

WHEREAS, pursuant to advertisement in the ***Pioneer Press and Finance and Commerce,*** and online at http://www.questcdn.com, bids for the above mentioned improvement were received, opened, and read aloud by the City Administration at 10:00 a.m., May 22, 2024 complying with the advertisement; and

WHEREAS, the lowest bidder meeting bid specifications was found to be **Kuechle Underground, Inc.** with a total bid of **$5,740,692.43.**

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Brighton, Minnesota:

1. That the Mayor and City Manager are hereby authorized and directed to enter into a contract with Kuechle Underground, Inc. in the name of the City of New Brighton for City Project 24-1, 2024 Street Rehabilitation.

Adopted this 28th day of May, 2024, by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Dunsworth Absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

Resolution No. 2024-044

State of Minnesota
County of Ramsey
City of New Brighton

RESOLUTION RESCINDING PAST RESOLUTION 17-011 ESTABLISHING "NO PARKING" SIGNAGE NEAR THE SIDEWALK ENTRANCE TO 666 3RD AVENUE NW.

WHEREAS, on February 14, 2017 The New Brighton City Council passed Resolution 17-011 which authorized the installation of "No Parking" signage near the sidewalk entrance to 666 3rd Avenue NW; and,

WHEREAS, Resolution 17-011 was passed because the resident of 666 3rd Avenue NW utilized metro mobility and their sidewalk access was frequently blocked by parked cars along 3rd Avenue NW; and,

WHEREAS, the current resident of 666 3rd Avenue NW requests that the "No Parking" signs be removed as the previous resident no longer resides at the residence.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Brighton, Minnesota:

1. Resolution 17-011 is rescinded.

2. City staff is authorized to remove two "No Parking" signs located near the sidewalk entrance to 666 3rd Avenue NW.

Adopted this 28th day of May, 2024, by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Dunsworth Absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. ~~24~~ 13 2024-043

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION AUTHORIZING ACCEPTANCE OF A CLIMATE PLANNING GRANT

WHEREAS, the MPCA launched a Request for Proposals (RFP) to distribute $750,000 for climate planning projects to communities across Minnesota; and

WHEREAS, the City of New Brighton has created a draft Climate Action Plan; and

WHEREAS, past flood events have adversely impacted low areas near the Garden View Apartments; and

WHEREAS, New Brighton has submitted an application and was selected to receive a grant not to exceed $103,842 for the 10th Street NW/County Ditch 2 - Phase 1 Construction Plans; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Brighton, Minnesota:

1. The City accepts the terms of the Grant Contract, and

2. The Director of Community Assets and Development, the City Engineer, is hereby the Grantee's Authorized Representative to sign grant documents and request payment.

Adopted this 14th day of May, 2024, by the New Brighton City Council with a vote of 5 ayes and 0 nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

MINNESOTA POLLUTION CONTROL AGENCY

Grant Contract

State of Minnesota

SWIFT Contract No.: 243459
AI: 93145
Activity ID: PRO20240001

This grant contract 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 **the City of New Brighton,** 803 Old Highway 8 NW, Suite 1, New Brighton, MN 55112 ("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 **City of New Brighton 10th Street NW/County Ditch 2 - Phase 1 Construction Plans Project (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 contract 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 Contract

1. Term of Grant Contract

1.1 Effective Date. May 1, 2024, Per Minn. Stat.§16B.98, Subd. 5, the Grantee must not begin work until this grant contract 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 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 contract: Liability; 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 perform the duties specified in **Attachment A** which is attached and incorporated into this grant contract.

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 contract as follows:

(a) Compensation. The Grantee will be paid according to the breakdown of costs contained in **Attachment A**, which is attached and incorporated into this grant contract. Grantee certifies they will provide no less than 10% (ten percent) of the total grant amount as cash match or in-kind services.

(b) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed the total amount set forth in the travel expense items of the detailed budget section of **Attachment A**, which is attached and incorporated into this grant contract; 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 contract will not exceed **$103,842.00 (One Hundred Three Thousand Eight Hundred Forty Two Dollars and Zero Cents).**

4.2 Payment

(a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Invoices for expenses incurred to-date may be submitted as frequently as monthly. First invoice is required no later than 6 (six) months or midway through the project, whichever comes first. Email updates about the status of the project are required to be provided to the State's Authorized Representative whenever an invoice is submitted to MPCA Accounts Payable. The State's Authorized Representative will not approve an invoice through the state system without this project update. A final invoice for payment of remaining grant funds expended by the project is required to be submitted at the completion of the project after a Grant Project Final Report, in a format provided to the Grantee by the MPCA, has been submitted to the State's Authorized Representative and approved. Payment of the final 10% (ten percent) of grant funds will be held back until the project is completed satisfactorily and all deliverables have been submitted and approved.

Invoices must be emailed to mpca.ap@state.mn.us, cc'd to the State's Authorized Representative, and contain the following information:

- Name of Grantee
- Grantee's Authorized Representative
- State's Authorized Representative
- SWIFT Contract No.
- Total amount requested for this invoicing period
- Invoice number
- Invoice date
- Invoicing period (actual working period covered by the invoice)
- Cumulative amount of grant expended to date
- Amount of match expended this invoicing period
- Cumulative amount of match expended to date
- Time and material breakdown for invoicing period:
    - Itemization **by each task worked on that period and for each position that worked on it** showing actual hourly rates, hours worked and total dollar amounts (divided into grant-funded and match); consultant invoices may be requested

- Receipts for supplies and any other itemized materials costs to be reimbursed with grant funds or counted as match
- Itemized per diem expenses, stipends or similar; receipts may be requested to be submitted with invoice

- Other items as requested

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 within 15 (fifteen) days of the original or amended end date of this grant contract. 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 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/.

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 **Liz Wiese,** 7678 College Road, Ste 105, Baxter, MN 56425, 651-757-5072, liz.wiese@state.mn.us or successor and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance of each invoice submitted for payment.

The Grantee's Authorized Representative is **Craig Schlichting,** 803 Old Highway 8 NW, Suite 1, New Brighton, MN 55112, 651-638-2056, craig.schlichting@newbrightonmn.gov, or successor. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7. Assignment, Amendments, Change Orders, 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 Authorized Representative 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, or cause an extension of the term of this Contract. Major changes require an Amendment rather than a Change Order. A Change Order also is required to name a successor if the State's Authorized Representative or the Grantee's Authorized Representative is no longer available to fulfill that role.

The Change Order Form must be approved and signed by the State's Authorized Representative and the Grantee's Authorized Representative in advance of doing the work included in the Change Order. Documented changes will then become an integral and enforceable part of the Contract. 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 contracts 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. Liability

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 contract 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 contract.

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 contract 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 contract, 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. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

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

14.1 Termination by the State. The State may immediately terminate this grant contract with or 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.

14.2 Termination for Cause. The State may immediately terminate this grant contract 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.

14.3 Termination for Insufficient Funding. The State may immediately terminate this grant contract 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.

To protect Grantee's personal data, Grantee is strongly encouraged to obtain and use a Minnesota tax identification number.

16. Reporting Requirements

Final Report. By the date specified in the project workplan and in a format provided by the MPCA, the Grantee shall submit a final report to the MPCA, plus all project deliverables identified in the workplan.

If the States Authorized Representative determines that the information submitted in the Final Report and/or Project Deliverables is inadequate, the Grantee shall prepare and submit additional / corrected information reasonably requested by the State's Authorized Representative. The Final Report and Project Deliverables shall not be approved by the State's Authorized Representative and final payment shall not be disbursed unless the Report and Deliverables contains the specified information to the satisfaction of the State's Authorized Representative.

Signatures

Title	Name	Signature	Date

Admin ID

MINNESOTA POLLUTION CONTROL AGENCY
520 Lafayette Road North
St. Paul, MN 55155-4194

Attachment A

Planning Grants for Stormwater, Wastewater, and Community Resilience Project workplan

SWIFT Contract No.: 243459
AI: 93145
Activity ID: PRO20240001

Project title: City of New Brighton 10th Street NW/County Ditch 2 – Phase 1 Construction Plans

1. Project summary:

Organization:	City of New Brighton (the City)
Grantee's Authorized Representative (Grantee project manager):	Craig Schlichting
Title:	Director of Community Assets and Development
Address:	803 Old Highway 8 NW, Suite 1 New Brighton, MN 55112
Email:	larryp@bcwatershed.org

Minnesota Pollution Control Agency (MPCA) contact:

State's Authorized Representative (MPCA project manager):	Liz Wiese
Title:	Grants Coordinator
Address:	7678 College Road, Ste 105 Baxter, MN 56425
Phone:	651-757-5072
Email:	liz.wiese@state.mn.us

Project information

Start date:	5/2024	**End date:**	6/30/2025
Total cost:	$115,380.00 (Grant: $103,842.00; Match: $11,538.00)		

2. Statement of project purpose(s)

Homes and apartments within the City of New Brighton are floodprone in areas along Ramsey County Ditch 2 (RCD 2) upstream of I-694. Flooding in this area occurs during heavy rainfall events and is exacerbated by limited existing culvert capacity and debris that blocks the culverts under 10th Street. The flooding primarily impacts residential areas including an apartment complex and other single family residential areas. Currently, structures, parking garages and parking spaces are within the 100-year floodplain. Flood damages are recurring including severe events of July 1987, July 1997, and July 2011. A primary reason for this repeated flooding is due to undersized culverts along County Ditch 2 and debris accumulation at the culvert inlets. Preliminary estimates indicate that replacing the undersized 10th Street NW culverts may reduce the 100-year flood levels by more than 1 foot. Other multipurpose water resource projects upstream have already been completed but the future resiliency of these systems have not yet been evaluated. The project purpose is to reduce the risk of flooding for residents and improve the resiliency to future extreme rain storms. Work will include updating hydrologic and hydraulic models with Atlas-14 rainfall data as well as future projected rainfall climate trends to evaluate RCD 2 flooding resiliency, design and development of construction plans for the replacement of the culverts at 10th Street NW that carries flow from RCD 2, discussion of the problems and potential improvements with relevant stakeholders, and incorporation of feedback from the various stakeholders into the design.

3. Goal statement, project deliverable(s), tasks, and subtasks

Goal statement: The goal of this project is to reduce the risk of flooding in residential areas and improve resilience to future extreme rainstorms. The goals include improving the current and future resiliency of the residential areas along the RCD 2 system in the City of New Brighton. Work will include assessing resilience of the open channel and culvert conveyance system including recent upstream surface water management projects and producing a set of plans and specifications for construction of the 10th St NW culvert improvements along with required permit application materials. Tasks will also include preparing cost estimates, identifying options for funding the construction of the improvements, and initializing the permitting process with Rice Creek Watershed District (RCWD), Minnesota Department of Natural Resources (MNDNR), and the US Army Corps of Engineers (USACE).
Project deliverables: Hydrologic and Hydraulic Modeling Report, Final Plans and Specifications for Construction of 10th Street Culvert Replacement with Cost Estimate, Aquatic Resource Delineations and Permit Application Materials for RCWD, MNDNR, and USACE.

Task 1 of 6: Data Acquisition
Subtask 1a: Base Map Compilation
Brief description of activities involved: Compile existing base mapping data for watershed modeling and plan production including LiDAR topography, existing and planned land use data, parcel data, Hydrologic Soil Group, municipal utility data, existing drainage infrastructure. Research and collect existing culvert and bridge plans and inspection records for structures along CD 2. Coordinate with Rice Creek Watershed District to obtain ditch design and maintenance records. Acquire geotechnical recommendations by others.
Subtask 1b: Field Data Collection
Brief description of activities involved: Collect field survey measurements of existing channel, culvert crossing, storm drain and manhole inverts, drainage structure locations, sizes, and materials, utility locations, sizes, and elevations, and area topography.

Task 2 of 6: Hydrologic and Hydraulic Modeling and Report
Subtask 2a: Hydrology and XPSWMM Modeling
Brief description of activities involved: Determine future rainfall events to evaluate RCD 2 Resiliency. Update existing model to a proposed condition XPSWMM model for the RCD 2/10th Street Culverts that reflects changes in storage and flow conveyance resulting from the culvert improvements and upstream surface water projects, including but not limited to: modified culvert sizes, grading changes in detention or ponding areas, channel geometry and alignment changes, and future predicted rainfall events. Leverage work completed by RCWD in development of projected future rainfall events.
Subtask 2b: Report with Recommended Improvements & Exhibits
Brief description of activities involved: Generate figures showing proposed and future condition 10-year and 100-year flooding extents, high-water levels, and discharge rates for existing and future CD 2 tailwater conditions as well as predicted future rainfall events up to the 100-year flood event, to communicate the proposed and future anticipated flood risk and drainage system capacity within the City of New Brighton.

Task 3 of 6: Plans and Specifications
Subtask 3a: 60% Plans and Specifications Production for Culvert Improvements
Brief description of activities involved: Produce detailed construction drawings to the 60% design level reflecting construction of the proposed alternative.
Subtask 3b: 90% and 100% Plans and Specifications Production for Culvert Improvements
Brief description of activities involved: Produce detailed construction drawings and technical specifications to the 90% and 100% design level reflecting construction of the proposed alternative.
Subtask 3c: Cost Estimate
Brief description of activities involved: Produce a detailed construction cost estimate for the culvert improvement project for use in securing future funding for construction.

Task 4 of 6: Meetings & Coordination
Subtask 4a: Stakeholder Coordination
Brief description of activities involved: Seek applicable agency, property owner/resident, and city comments through meetings and email correspondence at 60% and 90% plans submittals or as needed.

Subtask 4b: Team Meetings
Brief description of activities involved: Attend progress meetings as needed with city and Bolton & Menk staff to assess project progress, make decisions regarding desired alternatives or results, and communicate project outcomes with key stakeholders.
Subtask 4c: Presentation to Community Members
Brief description of activities involved: Present the preliminary project findings and flood reduction benefits at an information meeting to community members and stakeholders in the City of New Brighton.
Subtask 4d: Project Management & Administration
Brief description of activities involved: Perform general project management duties and status reporting.

Task 5 of 6: Permit Application Materials
Brief description of activities involved: Complete Aquatic Resource Delineations and prepare application materials for submittal by City to RCWD, MNDNR, USACE. Obtaining permit approvals is not part of the scope of work under this grant.

Task 6 of 6: Final Report and Project Deliverables

Subtask 6a: Submit Grant Final Status Report
Brief description of activities involved: Will provide a final grant status report using the MPCA template approximately one month prior to the end of the grant agreement by May 30, 2025, or at completion of the project, whichever occurs first. Will respond promptly to any requests by the MPCA authorized representative for additional information and/or corrections to the report.
Timeframe: May-June 30, 2025

Subtask 6b: Submit Project Deliverables
Brief description of activities involved: Will provide electronic files of all project deliverables including XPSWMM Models, PDF Hydraulic Report, and PDF Construction Plans to the MPCA authorized representative prior to the end of the grant agreement on June 30, 2025, or at the completion of the project, whichever occurs first.
Timeframe: May-June 30, 2025

MINNESOTA POLLUTION CONTROL AGENCY

520 Lafayette Road North
St. Paul, MN 55155-4194

Attachment A
Planning Grants for Stormwater, Wastewater, and Community Resilience
Budget

SWIFT Contract No.: 243459
AI: 93145
Activity ID: PRO20240001

City of New Brighton

Cost category	Cost ($/unit) Not to Exceed		Grant funds	Cash Match	In-Kind Match	Total Match	Total Budget
GIS Technician	$141.00	hour	$1,080.77	$47.23	$0.00	$47.23	$1,128.00
Survey Manager	$200.00	hour					
Project Surveyor	$189.00	hour	$5,070.42	$221.58	$0.00	$221.58	$5,292.00
Graduate Surveyor/Field Tech	$150.00	hour					
Principal Project Manager	$286.00	hour	$6,028.55	$263.45	$0.00	$263.45	$6,292.00
Project Manager	$231.00	hour	$24,788.69	$1,083.31	$0.00	$1,083.31	$25,872.00
Project Engineer	$166.00	hour	$39,444.25	$1,723.75	$0.00	$1,723.75	$41,168.00
Design Engineer	$151.00	hour	$12,152.91	$531.09	$0.00	$531.09	$12,684.00
Graduate Engineer	$126.00	hour					
Engineering Intern	$85.00	hour					
Natural Resources Specialist	$144.00	hour	$10,485.76	$458.24	$0.00	$458.24	$10,944.00
Admin. Assistant	$115.00	hour					
City Engineer	$175.00	hour	$0.00	$0.00	$7,000.00	$7,000.00	$7,000.00
Geotech Report	$5,000.00	lump sum	$4,790.65	$209.35	$0.00	$209.35	$5,000.00
Totals			**$103,842.00**	**$4,538.00**	**$7,000.00**	**$11,538.00**	**$115,380.00**

RESOLUTION 2024-042
CITY COUNCIL
CITY OF NEW BRIGHTON

RESOLUTION MAKING FINDINGS OF FACT AND RATIFYING THE CITY COUNCIL'S APPROVAL OF A SPECIAL USE PERMIT TO AUTHORIZE AN EXPANSION OF A LEGAL NONCONFORMING BUILDING TO CREATE AN OUTDOOR DINING AREA FOR ADAGIO'S PIZZA FACTORY LOCATED AT 2052 SILVER LAKE ROAD

WHEREAS, the City of New Brighton is a municipal corporation, organized and existing under the laws of the State of Minnesota; and,

WHEREAS, the City Council of the City of the New Brighton has adopted a comprehensive plan and corresponding zoning regulations to promote orderly development and utilization of land within the city; and,

WHEREAS, Adagio's Pizza Factory located at 2052 Silver Lake Road on property legally described as:

Rice Creek Plaza, Lot 3, Block 1, Ramsey County, Minnesota

WHEREAS, Michelle Norman, owner of Adagio's Pizza Factory, is seeking a special use permit to construct a seasonal outdoor dining patio atop a physical platform within the parking lot at 2052 Silver Lake Road; and

WHEREAS, the property guided and zoned for Mixed Use Neighborhood (MUN) use; and

WHEREAS, the building is legally nonconforming to MUN setback standards; and

WHEREAS, MUN standards allow for physical expansions of legal nonconforming buildings in the MUN district with a special use permit; and

WHEREAS, staff fully reviewed the requests and prepared a report for consideration by the Planning Commission at their meeting on April 16, 2024; and

WHEREAS, the Planning Commission held a public hearing on the request at the April 16, 2024, meeting and considered input from residents; and

WHEREAS, the Planning Commission recommended approval of the request on April 16, 2024, based on the applicant's submittals and findings of fact; and

WHEREAS, the City Council considered on April 23, 2024, the contents of the staff report, and other evidence available to the Council, and approved the SUP absent the supporting resolution; and

WHEREAS, the City Council considered on May 14, 2024, the formal resolution outlining the decision rendered on April 23, 2024.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of New Brighton hereby approves the requested special use permit based on the following findings of fact:

1. The subject property is guided for neighborhood mixed use by the 2040 comprehensive plan, and outdoor dining is an allowed accessory use in the corresponding MUN zoning district.

2. The patio will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare of the community.

3. The new use will not impact the use and enjoyment of the subject and surrounding properties provided all conditions are followed.

4. Continued use of a seasonal outdoor dining patio will not have detrimental impact on area property values.

5. The new use will have no impact on the subsequent development (or redevelopment) of surrounding property provided all conditions are addressed.

6. The subject site is adequately served by public utilities, roads, and drainage facilities to accommodate the proposed outdoor dining area.

7. The special use will be in conformance with underlying zoning district requirements provided all conditions are followed.

BE IT FURTHER RESOLVED, that approval of the special use permit shall be subject to the following conditions:

1. The patio shall continue to be installed/configured in substantial compliance with its use during the pandemic years and submitted site plan, shall continue to use rails, and shall not include picnic tables in the parking lot.

2. In the event a portion or all the subject property is redeveloped, the applicant may work administratively with City staff to re-site a similar sized patio to a more appropriate location

3. The business must complete a sewer access charge determination with the Metropolitan Council for the expanded patio area and cover any charges that are due.

ADOPTED this 14th day of May, 2024, by the New Brighton City Council with a vote of 5 ayes and 0 nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-041
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION AUTHORIZING THE USES OF THE 2023 GENERAL FUND EXCESS FUND BALANCE AND AMENDING THE 2024 GENERAL FUND BUDGET

WHEREAS, the City's Fund Balance Policy includes targeted and minimum balances for the General Fund, and

WHEREAS, the targeted balance for the year ending December 31, 2023, is $8,706,400, and

WHEREAS, the minimum balance is 35% of the subsequent year's budgeted operating expenditures, or $7,563,850, and

WHEREAS, as of December 31, 2023, the unassigned fund balance of the General Fund is $10,135,771, and

WHEREAS, the unassigned fund balance is currently at 46.9% of the subsequent year's budgeted operating expenditures, and

WHEREAS, included in the Fund Balance Policy is a provision to retain an unassigned fund balance between 41% and 45% of the subsequent year's budgeted expenditures, and

WHEREAS, included in the Fund Balance Policy is a provision to utilize the amount in excess of the targeted balance in the subsequent year's budgets and/or by transferring to other funds.

NOW THEREFORE, BE IT RESOLVED the Finance Director is authorized and directed to execute the following transfers:

1. Transfer $246,700 from the General Fund to the Community Reinvestment Fund
2. Transfer $110,000 from the General Fund to the Parks Capital Project Fund
3. Transfer $440,900 from the General Fund to the Non-Fleet Capital Replacement Fund.

BE IT FURTHER RESOLVED the 2024 General Fund Budget be amended as follows:

Increase:	Transfer Outs 101-9000-49992 by $797,600
Increase:	Professional Services 101-2114-43300 by $32,400

ADOPTED this 14th day of May, 2024 by the New Brighton City Council with a vote of 5 ayes and 0 nays.



Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

Attachment A

City of New Brighton, MN
General Fund's 101 Targeted Fund Balance per Policy

Designated for Cashflows		
Subsequent Year's Budget:		2024
Property Taxes		13,730,800
(Less Internal Debt Service)		*(1,226,800)*
Police State aid		270,400
Fire state aid		161,600
Police State Reimbursement		53,000
MSA		11,200
County Recycling Grant		57,500
County VCET Reimbursement		20,000
Fire State Reimbursement		12,900
		13,090,600
x 50%	*A*	6,545,300
Designated for Contingencies		
Subsequent Year's Budgeted Operating Expenditures		22,837,800
(Less Internal Debt Service)		*(1,226,800)*
	B	21,611,000
x 10%	*C*	2,161,100
Total Targeted Fund Balance	*A+C=D*	8,706,400
Unassigned Fund Balance as of 12/31/2023	*E*	10,135,771
Amount over Targeted Fund Balance	*E-D*	1,429,371
Minimum 41% - 45% to be Retained	*E/B*	46.90%
Potential to Reallocate per Fund Balance Policy	*F*	830,000
% of next year's budget after the transfer	*(E-F)/B*	43.06%
Minimum Fund Balance: (35% of subsequent year's budget)		7,563,850

Attachment B

2023 EXCESS FUND BALANCE

2023 INCREASES (DECREASES) TO GENERAL FUND BALANCE	AMOUNT
SRO Reimbursement Revenue Over Budget	$ 106,800
LB/PPT Revenues Over Budget	$ 108,500
P&R Revenues Over Budget	$ 478,500
Interest Revenue Over Budget	$ 118,200
Change in FMV of Investments	$ 182,200
Permit Revenue Over Budget	$ 114,700
Parks & Recreation Personnel Savings	$ 305,500
Public Safety Personnel Savings	$ 406,600
Admin Professional Services Over Budget	$ (113,000)
DCAD Professional Services Over Budget	$ (53,000)
Public Safety Professional Services Over Budget	$ (43,200)
Other	$ (252,000)
2023 REVENUES OVER EXPENDITURES:	**$1,359,800**
2023 EXCESS FUND BALANCE TO ALLOCATE:	**$ 830,000**

IDENTIFIED USES OF EXCESS FUND BALANCE:

1. 2024 RAMSEY COUNTY ELECTIONS CONTRACT $32,400

- ✓ Amend the 2024 General Fund budget to use $32,400 of fund balance for the Ramsey County Elections contract.
- ✓ No levy impact: one-time expenditure.

2. PAYOFF THE REMAINING LICENSE BUREAU INTERNAL LOAN BALANCE $146,700

- ✓ Amend the 2024 General Fund Budget and authorize a transfer from the General Fund to the Community Reinvestment Fund in the amount of $146,700.
- ✓ 2025 levy impact: $27,700 decrease. This will also eliminate the 2026-2029 levied payments.

3. PARK MONUMENT SIGNS FOR PHASE 1 PARKS (7 TOTAL) $110,000

- ✓ Amend the 2024 General Fund Budget and authorize a transfer from the General Fund to the Parks Capital Project Fund in the amount of $110,000.
- ✓ No levy impact: one-time expenditure.

4. MUNICIPAL FACILITY STUDY $100,000

- ✓ Amend the 2024 General Fund Budget and authorize a transfer from the General Fund to the Community Reinvestment Fund in the amount of $100,000.
- ✓ No levy impact: one-time expenditure.

5. TRANSFER REMAINING EXCESS FUND BALANCE TO NON-FLEET REPLACEMENT FUND $440,900

- ✓ Amend the 2024 General Fund Budget and authorize a transfer from the General Fund to the Non-Fleet Replacement Fund in the amount of $440,900.
- ✓ Would impact future levies by reducing future increases. Many Non-Fleet replacement costs continue to be effected by supply chain issues and delayed inflation impacts.

Resolution No. ~~2024~~ TS 2024-040

State of Minnesota
County of Ramsey
City of New Brighton

RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION FOR THE FY 2023 – FY2024 CRISI GRANT PROGRAM

WHEREAS, the City of New Brighton supports the grant application made to the Federal Rail Administration for the FY 2023 – FY 2024 CRISI Grant Program; and

WHEREAS, the City of New Brighton recognizes if the grant application is approved it will be eligible for grant funding of up to 80 percent of eligible project costs.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Brighton, Minnesota:

1. That City Staff is authorized to apply for the FY 2023 – FY 2024 CRISI Grant Program.

Adopted this 23rd day of April, 2024, by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Dunsworth absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-038
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION APPOINTING CITY COUNCIL LIAISONS TO MUNICIPAL ADVISORY COMMISSIONS

WHEREAS, the City Council annually appoints members of the City Council to serve as liaisons to the various City Commissions;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton that the following City Councilmembers are appointed to serve as liaisons to the following commissions:

- Economic Development Commission
  - Councilmember Abdullahi Abdulle
- Parks, Recreation and Environmental Commission
  - Councilmember Pamela Stegora Axberg
- Planning Commission
  - Councilmember Graeme Allen
- Public Safety Commission
  - Councilmember Emily Dunsworth
- Equity Commission
  - Mayor Kari Niedfeldt-Thomas

ADOPTED this 23rd day of April, 2024 by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Dunsworth Absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-037

STATE OF MINNESOTA

COUNTY OF RAMSEY

CITY OF NEW BRIGHTON

RESOLUTION RECOGNIZING OUTGOING COMMISSIONERS

WHEREAS, the City of New Brighton's advisory commissions play an integral role in reviewing and making recommendations to the City Council regarding matters of public policy; and

WHEREAS, each individual appointed to the City's commission spend hours each month researching, reading and participating in discussions to advise the City Council on:

- matters concerning industrial and commercial development for the city,
- matters concerning diversity, equity and inclusion,
- the proper use of and care for parks and the natural environment as well as recreational activities in the City,
- all land use planning matters; and matters related to the goals, and
- policies and operations of public safety functions; and

WHEREAS, each individual appointed to the City's advisory commissions volunteers their time as a way to give back to their community and make the City of New Brighton a better place to live;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of New Brighton recognizes significant contributions and appreciates the service of the following individuals as they leave the service of the City:

- Michelle Norman (Economic Development Commission)
- Faycal Belhaus (Economic Development Commission)
- Jonas Lim (Equity Commission)
- Sonja Obradovic (Equity Commission)
- Michael Spooner (Parks, Recreation and Environmental Commission)
- Zoey Tenenbaum (Parks, Recreation and Environmental Commission)
- Todd Biedenfeld (Planning Commission)
- Geoff Hollimon (Public Safety Commission)

ADOPTED this 23rd day of April, 2024 by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Donsworth Absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024036
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION MAKING FINDINGS OF FACT AND APPROVING A PLANNED RESIDENTIAL DEVELOPMENT AMENDMENT AND FINAL PLAT FOR GARDEN VIEW ADDITION

WHEREAS, the City of New Brighton is a municipal corporation, organized and existing under the laws of the State of Minnesota; and,

WHEREAS, the City Council of the City of the New Brighton has adopted a comprehensive plan and corresponding zoning regulations to promote orderly development and utilization of land within the city; and,

WHEREAS, in 1969, the Village of New Brighton approved a Planned Residential Development resulting in the PRD #10, Polynesian Village, legally described as:

Parcel 1:

That part of the Northwest Quarter of the Northwest Quarter of Section 29, Township 30, Range 23, Except those parts described as follows: Beginning at a point on the Southeast corner of said Quarter Quarter section; thence on the Southerly line of said Quarter Quarter section a distance of 537.19 feet; thence North 309.09 feet; thence North 18 degrees East 107.85 feet; thence North 41 degrees East 137 feet; thence North 41 degrees East a distance of 144.68 feet; thence North 62 degrees 04 minutes East 124.35 feet; thence South 210.96 feet; thence East 202.60 feet more or less to the Easterly line of said Quarter Quarter; thence Southerly on said Quarter Quarter line to point of beginning, and except that part lying within Lakeview Plaza.

Parcel 2:

That part of the Northwest Quarter of the Northwest Quarter of Section 29, Township 30, Range 23, described as follows: Commencing at a point on the Southeast corner of said Quarter Quarter section; thence on the Southerly line of said Quarter Quarter section a distance of 537.19 feet; thence North 309.09 feet; thence North 18 degrees East for a distance of 107.85 feet; thence North 41 degrees, East 281.68 feet; thence North 62 degrees 04 minutes East 1.98 feet to the actual point of beginning of the tract of land to be herein described; thence North 62 degrees 04 minutes East 122.37 feet; thence South 163.26 feet; thence North 45 degrees 35 minutes West 151.37 feet to the actual point of beginning.

Ramsey County, Minnesota

Abstract Property

and

WHEREAS, in 2009, the Apartment Complex was purchased by the current property owners, Garden View Apartments LLC, and the complex's name was changed to the Garden View Apartments in 2011; and

WHEREAS, natural disasters throughout the country in recent years have caused insurance rates to skyrocket for multi-family complexes like the Garden View Apartments; and

WHEREAS, the Garden View Apartments would be facing a more than 400% increase in their insurance premiums in 2024 unless action is taken to allow for multiple individual policies to cover the property; and

WHEREAS, the Garden View Apartments LLC made application for a Planned Residential Development Amendment to place individual buildings within the existing complex on separate lots to address the property insurance problem; and

WHEREAS, the Garden View Apartments LLC will agree to legal provisions requiring that all resulting lots cannot be sold individually and that all lots shall stay under the same ownership moving forward; and

WHEREAS, staff fully reviewed the proposed Planned Residential Development amendment and associated plats and prepared a report for consideration by the Planning Commission at their meeting on March 19, 2024; and

WHEREAS, the Planning Commission held a public hearing on the Planned Residential Development amendment and associated plats at their meeting on March 19, 2024, and recommended approval of the request based on the applicant's submittals and findings of fact; and

WHEREAS, the City Council considered the Planned Residential Development Amendment request and associated plats at their meeting on March 26, 2024, and took into consideration the recommendations of the Planning Commission and staff, the Applicant's submissions, the contents of the staff report, public input, and other evidence available to the Council.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of New Brighton hereby approves the requested Planned Residential Development Amendment based on the following findings of fact:

1. *The subject property is guided for High Density Residential use by the 2040 Comprehensive Plan, and R-3A zoning standards are consistent with this land use classification;*

2. *The subject land was approved as a Planned Residential Development as PRD #10 (Polynesian Village) in 1969, and has developed in accordance with the original approval since that time;*

3. *Approval of the Gardenview Addition PRD amendment will have no impact on the arrangement or number of buildings on the property as originally authorized by PRD #10;*

4. *The new proposed lot lines around each building will have no impact on existing setbacks from exterior lot lines and are appropriate as part of a Planned Residential Development;*

5. *The applicant has agreed to stipulation ensuring that all lots and blocks will remain under the same ownership which ensures the proposed amendment will not impact the operation of the complex now or in the future;*

6. *The proposed amendment to the Planned Residential Development will have no impact on utilities or roadways servicing the development;*

7. *Ownership and easement issues identified by legal counsel and the engineering department can be addressed prior to execution of the final plat.*

BE IT FURTHER RESOLVED, that approval of the requested Planned Residential Development Amendment shall be subject to the following conditions:

1. *Prior to the City signing the final plat, the following shall occur:*

   a. *The applicant shall work with the City Attorney on an acceptable legal mechanism to ensure ownership throughout the site is consistent, and implement the solution;*

   b. *All issues identified in the plat opinion letter prepared by Kennedy & Graven dated March 11, 2024, shall be successfully addressed to the satisfaction of the City Attorney;*

   c. *The applicant shall confirm with the City Engineer that proposed drainage and utility easements are correctly depicted on the plat and make updates as may be needed.*

2. *The applicant shall have the final plat reviewed by Ramsey County for needed changes prior to production of final mylars for signature. Changes requested by Ramsey County can be administratively approved by staff.*

3. *Reference monuments shall be placed in the subdivision as required by state law.*

ADOPTED this 26th day of March, 2024, by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Niedfeldt-Thomas Absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-035
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION MAKING FINDINGS OF FACT AND APPROVING A PRELIMINARY AND FINAL PLAT FOR LAKE JONES OVERLOOK

WHEREAS, the City of New Brighton is a municipal corporation, organized and existing under the laws of the State of Minnesota; and,

WHEREAS, the City Council of the City of the New Brighton has adopted a comprehensive plan and corresponding zoning regulations to promote orderly development and utilization of land within the city; and,

WHEREAS, the Fulford Family Partnership LP owns the property at 375 5th Avenue SW which is legally described as:

That part of the South 10 acres of the Southeast Quarter of the Northeast Quarter of Section 32, Township 30, Range 23, Ramsey County, Minnesota lying West of the Westerly right-of-way line of Interstate Highway 35W and lying East of the Easterly right-of-way line of Minnesota Belt Line Railway, according to the United States Government Survey thereof and situate in Ramsey County, Minnesota.
Abstract Property

And

That part of the South 10 acres of the Southeast Quarter of the Northeast Quarter of Section 32, Township 30, Range 23, Ramsey County, Minnesota, lying West of the Westerly right-of-way line of the Minnesota Belt Line Railway, according to the United States Government Survey thereof and situate in Ramsey County, Minnesota.
Abstract Property

Except that part of the south 10 acres of the Southeast Quarter of the Northeast Quarter of Section 32, Township 30, Range 23, lying westerly of the railway right of way, which lies within a distance of 45 feet on each side of the following described line:

From a point on the south line of said Section 32, distant 677.15 feet west of the southeast corner thereof, run northeasterly at an angle of 85 degrees 22 minutes 53 seconds with said south section line for 1677.79 feet; thence deflect to the left at an angle of 81 degrees 04 minutes 30 seconds for 557 feet; thence deflect to the right at an angle of 86 degrees 36 minutes for 856.94 feet; thence deflect to the left at an angle of 73 degrees 30 minutes 15 seconds for 537.34 feet to the point of beginning of the line to be described; thence run southeasterly along the last described course for 700 feet and there terminating.

together with all that part of the above described tract adjoining and southwesterly of the above described strip which lies southeasterly of a line run parallel with and distant 70 feet northwesterly of the following described line, distant 537.34 feet southeasterly of it's point of beginning; thence run southwesterly at an angle of 73 degrees 30 minutes 15 seconds with said line (measured from a southeasterly to a southwesterly direction) for 100 feet and there terminating.

and

WHEREAS, in January of 2024, the Fulford Family Partnership LP and the City of New Brighton arranged a purchase agreement that would sell all land to the west of the Soo Line Railroad at 375 5th Avenue SW to the City; and

WHEREAS, the property must be platted into two lots and an Outlot to allow for the proposed new ownership arrangement; and

WHEREAS, the Fulford Family Partnership LP and the City of New Brighton have jointly filed an application seeking approval of a Preliminary and Final Plat called Lake Jones Overlook; and

WHEREAS, staff fully reviewed the proposed Preliminary and Final Plats and prepared a report for consideration by the Planning Commission at their meeting on March 19, 2024; and

WHEREAS, the Planning Commission recommended approval of the plats at their meeting on March 19, 2024; and

WHEREAS, the City Council held a public hearing and considered the Preliminary and Final Plats at their meeting on March 26, 2024, and took into consideration the recommendations of the Planning Commission and staff, the Applicant's submissions, the contents of the staff report, public input, and other evidence available to the Council.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of New Brighton hereby approves the requested Preliminary and Final Plats for Lake Jones Overlook based on the following findings of fact:

1. *The subject property is guided for Heavy Industrial use by the 2040 Comprehensive Plan, and I-2 zoning standards are consistent with this land use classification;*
2. *The existing land is legal nonconforming to frontage requirements, and nothing will change in that regard as a result of this platting process;*
3. *All lots will be conforming to minimum area required in a shoreland district;*
4. *All required drainage and utility easements will be established as a result of this plat;*
5. *No public safety concerns were identified;*
6. *Identified impacts and issues can be addressed via conditions.*

BE IT FURTHER RESOLVED, that approval of the requested Preliminary and Final Plats for Lake Jones Overlook shall be subject to the following conditions:

1. *Prior to signing of the final mylars, all legal updates as required by Ramsey County or the City Attorney shall be implemented on the final plat.*

2. *All future utilities (i.e. telephone, electric, gas service lines, etc) are to be placed underground in accordance with the provisions of all applicable City ordinances.*

3. *Reference monuments shall be placed in the subdivision as required by state law.*

ADOPTED this 26th day of March, 2024, by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Niedfeldt-Thomas Absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-034
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION MAKING FINDINGS OF FACT AND APPROVING A PRELIMINARY PLAT FOR SEMINARY ESTATES 3RD ADDITION

WHEREAS, the City of New Brighton is a municipal corporation, organized and existing under the laws of the State of Minnesota; and,

WHEREAS, the City Council of the City of the New Brighton has adopted a comprehensive plan and corresponding zoning regulations to promote orderly development and utilization of land within the city; and,

WHEREAS, Lyudmila & Shawn Cooper are owners of the property at 575 Stinson Boulevard which is guided for low density residential development by the City's Comprehensive Plan, is zoned R-1, and is legally described as:

> Lot 1, Block 1, Seminary Estates 2nd Addition, City of New Brighton, Ramsey County, Minnesota

and

WHEREAS, Lyudmila & Shawn Cooper have requested Preliminary Plat approval of Seminary Estates 3rd Addition which proposes to subdivide the land into six (6) lots meeting all R-1 zoning standards; and

WHEREAS, staff fully reviewed the proposed Preliminary Plat and prepared a report for consideration by the Planning Commission at their meeting on March 19, 2024; and

WHEREAS, the Planning Commission reviewed the Preliminary Plat at their meeting on March 19, 2024, and recommended approval of the request based on the applicant's submittals and findings of fact; and

WHEREAS, the City Council held a public hearing and considered the Preliminary Plat at their meeting on March 26, 2024, and took into consideration the recommendations of the Planning Commission and staff, the Applicant's submissions, the contents of the staff report, public input, and other evidence available to the Council.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of New Brighton hereby approves the requested Preliminary Plat based on the following findings of fact:

1. *The subject property is guided for Low Density use by the 2040 Comprehensive Plan, and R-1 zoning standards are consistent with this land use classification;*
2. *All proposed lots will be conforming to minimum area and width standards for R-1 zoned property.*
3. *All required drainage and utility easements will be established as a result of this plat;*
4. *Each of the proposed lots will have adequate access to the local roadway system;*
5. *Each of the proposed lots can be adequately served by existing municipal services;*
6. *No public safety concerns were identified;*
7. *Identified impacts and issues can be addressed via conditions.*

BE IT FURTHER RESOLVED, that approval of the requested Preliminary Plat shall be subject to the following conditions:

1. *Engineering comments in the 3/7/24 Engineering Memo (attached) shall be addressed within the future Final Plat submittal.*
2. *The applicant is responsible for determining their property access rights over Pipeline Easement (Doc No. 387240) running north/south along Stinson Boulevard.*
3. *Private easements within the boundaries of Seminary Estates 3rd Addition must be vacated prior to the City signing the future final plat.*
4. *A curb cut permit will be required in conjunction with future building permits on each lot; plans shall be submitted with each curb cut permit application showing a street section detail for proposed street repairs resulting from sewer and water installation.*
5. *Tracking of dirt into the street shall be monitored and addressed in a timely manner, or the developer and/or builder must agree to paying for street sweeping services when directed to do so by the City.*
6. *All utilities (i.e. telephone, electric, gas service lines, etc) are to be placed underground in accordance with the provisions of all applicable City ordinances.*
7. *Reference monuments shall be placed in the subdivision as required by state law.*

8. *Care should be taken to preserve these existing trees if at all possible during the grading and site development process.*

9. *All necessary permits must be provided to the City (RCWD, NPDES, MDH, etc. as may be applicable) throughout the development process.*

10. *An outside sewer and water permit will be required for domestic water and sanitary sewer service connections. Connections shall be inspected by New Brighton Public Works.*

11. *The applicant shall supply a title opinion to the City for legal review as part of a future Final Plat submittal.*

12. *The applicant should be prepared associated development fees including but not necessarily limited to:*

    a. *A park dedication fee of $10,950 (payable to the City any time prior to the final plat being signed by the City).*

    b. *Local and regional sewer access/availability charges (SAC) and water access charges (WAC) will apply to each new lot and will be determined during the building permit process*

    c. *The City Sewer Maintenance fee of $103 new SAC will also apply to each lot*

ADOPTED this 26th day of March, 2024, by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Niedfeldt - Thomas Absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-033
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT – MINNESOTA DEPARTMENT OF PUBLIC SAFETY,
Intensive Comprehensive Peace Officer Education and Training

WHEREAS, the New Brighton Department of Public Safety is responsible for providing an adequately staffed police division to provide 24-hour police services in the City of New Brighton;

WHEREAS, the Minnesota Department of Public Safety is funding the Intensive Comprehensive Peace Officer Education and Training grant program to address the critical shortage of peace officers in the state to recruit, educate, and train qualified college graduates to become license-eligible peace officers;

Whereas, the New Brighton Department of Public Safety applied for grant funding from the Minnesota Department of Public Safety for the 2024 Intensive Comprehensive Peace Officer Education and Training grant program to aid in its recruitment efforts;

Whereas, the New Brighton Department of Public Safety grant application was approved;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton

1. The City of New Brighton enter into a grant agreement with the Minnesota Department of Public Safety, Office of Justice Programs for the project entitled 2024 Intensive Comprehensive Peace Officer Education and Training grant during the period from April 1, 2024 through June 30, 2025;
2. Sergeant Matt Farmer is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the New Brighton Department of Public Safety and to be the fiscal agent and administer the grant
3. The position of Police Cadet will be created for the successful applicant, under the adopted wage scale PST8 Step 2

ADOPTED this 26th day of March 2024 by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Niedfeldt-Thomas Absent)

Kari Niedfeldt-Thomas, Mayor

ATTEST:

Terri Spangrud, City Clerk

Devin Massopust, City Manager

RESOLUTION NO. 2024- 032

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION ORDERING PROJECT AND AUTHORIZING PREPARATION OF PLANS AND SPECIFICATIONS FOR PROJECT 24-1, 2024 STREET REHABILITATION.

WHEREAS, pursuant to Resolution 2024-023 of the City Council of the City of New Brighton, adopted March 12, 2024, a date was set for a Council Hearing on proposed Improvement Project 24-1, 2024 Street Rehabilitation; and,

WHEREAS, ten days published notice of the hearing through two weekly publications of the required notice was given and the hearing was held thereon the 26th day of March, 2024, at which time all persons desiring to be heard were given an opportunity to be heard thereon.

NOW, THEREFORE LET IT BE RESOLVED by the City Council of the City of New Brighton:

1. Such improvement is hereby ordered as proposed.

2. The Director of Community Assets and Development is hereby designated as the engineer for this improvement and is hereby authorized to proceed with the preparation of the plans and specifications.

Adopted this 26th day of March, 2024, by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Niedfeldt - Thomas Absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

Resolution No. 2024-031

State of Minnesota
County of Ramsey
City of New Brighton

RESOLUTION AUTHORIZING ACCEPTANCE OF A 2024 STORMWATER MANAGEMENT GRANT

WHEREAS, the City of New Brighton supported the grant application made to the Rice Creek Watershed District (RCWD) for a stormwater grant. The project is to implement flood mitigation improvements for the 4th Street NW low area just east of Old Highway 8.

WHEREAS, the City of New Brighton recognizes the fifty (50) percent (up to $74,000) match requirement for the stormwater grant, and has secured the non-state cash matching funds for this project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Brighton, Minnesota:

1. That City Staff is authorized to accept the 2024 Stormwater Management Grant for flood mitigation improvements to be constructed by October 30, 2026.

2. The Director of Community Assets and Development, the City Engineer, is hereby authorized to sign the Stormwater Management Grant Agreement with Rice Creek Watershed District.

Adopted this 26th day of March, 2024, by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Niedfeldt-Thomas Absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-030
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION MAKING FINDINGS OF FACT AND APPROVING A SITE PLAN AUTHORIZING RENOVATION WORK TO SILVER OAKS PARK

WHEREAS, the City of New Brighton is a municipal corporation, organized and existing under the laws of the State of Minnesota; and,

WHEREAS, the City Council of the City of the New Brighton has adopted a comprehensive plan and corresponding zoning regulations to promote orderly development and utilization of land within the city; and,

WHEREAS, the City of New Brighton owns the property known as Silver Oaks Park at 340 Oakwood Drive in New Brighton;

WHEREAS, the City of New Brighton (the "Applicants") have applied for Site Plan approval to authorize renovations to Silver Oaks Park;

WHEREAS, staff fully reviewed the request and prepared a report for consideration by the Planning Commission at their meeting on March 19, 2024; and

WHEREAS, the Planning Commission recommended approval of the request on March 19, 2024, based on the applicant's submittals and findings of fact; and

WHEREAS, the City Council considered on March 26, 2024, the recommendations of the Planning Commission, Staff, the Applicant's submissions, the contents of the staff report, and other evidence available to the Council.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of New Brighton hereby approves the requested site plan based on the following findings of fact:

1. *The proposed improvements are conforming to all code requirements, and do not require the issuance of a special use permit or variances.*

2. *The proposed improvements are in line with the vision established in the City's 2040 Master Parks Plan.*

3. *There are no utility concerns related to this proposed improvement including water availability.*

4. *Improvements do not pose a parking or traffic risk.*

BE IT FURTHER RESOLVED, that approval of the requested site plan shall be subject to the following conditions:

1. *Parks Department staff shall continue to review any updates as they occur. Major changes (i.e. significant changes to design, setback impacts, etc) will be brought back through the process while minor changes will be reviewed and approved administratively.*

2. *Public safety and Engineering shall continue to review updates as they occur, and may direct plan updates to deal with safety, engineering, and/or drainage concerns as plans are finalized.*

3. *The applicants shall follow conditions of any RCWD's permit approval.*

4. *The Parks department shall install fencing to the south of the half-court which could be equipped with sound-proofing material if sound becomes an issue for the nearby residents. While not required, fencing should also be considered along the court's eastern boundary to prevent errant balls from rolling down the sledding hill.*

5. *A lighting plan shall be submitted to DCAD for review, and any adjustments to meet code requirements shall be incorporated into the plan.*

6. *Existing light fixtures being upgraded to LED must still be down directional and cannot shine directly into any adjacent residential unit or right-of-way.*

7. *"No Parking" signs should be pursued by the Parks Department along the east side of Oakwood Drive following planned roadway improvements in the next few years.*

8. *The Parks department will explore whether a shared parking agreement can be reached with the adjacent Silver Oaks Condominium building.*

9. *Future signage updates shall be reviewed and approved through the City's standard sign permit process.*

10. *The Parks department shall work with the City Attorney on any necessary/recommended legal steps necessary to avoid any future land use disputes regarding the trail alignment on the western edge of the park.*

11. *The Parks department shall work with the City Attorney and homeowners to the north of the park on encroachment agreements as may be needed to address encroachments into the park land from private properties.*

ADOPTED this 26th day of March, 2024, by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Niedfeldt-Thomas absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION 2024-029
CITY COUNCIL
CITY OF NEW BRIGHTON

RESOLUTION MAKING FINDINGS OF FACT AND REVOKING THE SPECIAL USE PERMIT AUTHORIZING AN EVENT CENTER TO OPERATE OUT OF THE BUILDING AT 400 OLD HIGHWAY 8 NW

WHEREAS, the City of New Brighton (the "City") is a municipal corporation, organized and existing under the laws of the State of Minnesota; and,

WHEREAS, the City Council of the City of the New Brighton has adopted a comprehensive plan and corresponding zoning regulations to promote orderly development and utilization of land within the city; and,

WHEREAS, the property at 400 Old Highway 8 NW is zoned B-3 by the City's official zoning map; and

WHEREAS, event centers (also termed multi-purpose area, assembly hall, and/or dance hall) are considered a Specially Permitted Use in the B-3 zoning district and are subject to specific conditions of approval to ensure compatibility with surrounding areas; and,

WHEREAS, on February 22, 2011, the City of New Brighton City Council adopted Resolution 11-028 which approved a Special Use Permit to authorize an event center at 400 Old Highway 8 NW (the "Event Center"); and,

WHEREAS, Resolution 11-028 included the following ten (10) conditions of approval:

1. The proposed multi-purpose area is limited to live music performances, family shows, trade shows, community meeting, and private events.

2. Physical contact uses by striking or touching an opponent with hands, head, feet, or body (team sports where physical contact is incidental is exempt) are prohibited consistent with liquor license requirements.

3. The posted occupancy load in the multi-purpose area must never exceed 267 and State Mechanical Code requirements for ventilation calculations must be met. Because of the potential for all three uses, multi-purpose/restaurant/bar areas, to interact occupancy loads in all three spaces must be posted based on the Fire Marshal's determination.

4. Any event consisting of live entertainment open to the public and admission of more than 100 persons must include a security plan submitted and approved by the Public Safety Department at least 7 days in advance of the event. Events admitting more than 150 persons require the applicant to secure additional off-street parking at a ratio of 1 stall for every additional 4 persons over 150. This additional parking shall be included in the security plan.

5. Adequate parking must be provided on site for all patrons.

6. The existing fencing along the western, north/south property line must be repaired and replaced so as to provide a 6' screen from the single family homes to the west across 9th Ave NW.

7. The existing fence screening around the dumpster enclosure must be repaired to ensure the entire garbage and recycling area is screened from public view.

8. No music or audible voice is detectable at the property boundaries.

9. The multi-functional area must honor the following hours of operation:

   a. Monday – Thursday: close no later 12 midnight & alcohol must not be served or brought into the event center after 11:00 p.m.

   b. Friday – Sunday: close at the time permitted per the liquor license & alcohol must not be served or brought into the event center ½ hour prior to closing time. *(Any vendor hired to provide liquor is held to a 1:00 a.m. stop time. Accordingly, all drinks must be served by 12:30 a.m. and all events must cease by 1:00 a.m.)*

10. Prior to opening for business, the property must be inspected by the City Planner, Building Official, and Fire Marshal to confirm compliance with applicable codes and conditions and the entire site must be fully snow plowed to ensure every usable parking space is fully accessible;

and,

WHEREAS, from February 2011 through April 2018, the Event Center demonstrated that it could operate legally and effectively without incident or issue and did not violate any of the Special Use Permit conditions; and

WHEREAS, from May 2018 through October 2020, the City documented 16 separate complaints regarding the Event Center's operations being typically in violation of conditions 8 and 9 of the approved Special Use Permit; and

WHEREAS, on October 23, 2020, the City of New Brighton informed the property owner and operator of the Event Center (d/b/a The Mirage Banquet Hall) via letter and email about the Special Use Permit's conditions and the numerous documented violations by the Event Center since 2018, and placed all parties on notice that continued violations of Special Use Permit conditions may result in City staff referring the Special Use Permit to the City Council for review and potential revocation; and

WHEREAS, from November 2020 through August 2021, the City documented six additional infractions of either state law (i.e., not adhering to the Governor's Executive Order on face coverings) or violations of the Special Use Permit conditions 8 and 9; and

WHEREAS, on September 5th, 2021, in responding to the seventh violation of Special Use Permit conditions to occur since the City's October 23, 2020 letter was received by the Event Center (the 23rd documented violation since 2018), the City's Public Safety Department officers observed liquor sales which appeared to be taking place at the Event Center without a licensed vendor being present on-site and the operator of the Event Center could not identify who the licensed vendor was to be that night; and

WHEREAS, on September 9th, 2021, the City penned a second letter to the property owner and operator of the Event Center again documenting the conditions of the Special Use Permit, documenting the recent violations of said conditions since the City's previous letter was sent, and providing a final warning that any violations would result in City staff referring the Special Use Permit to the City Council for review and potential revocation; and

WHEREAS, on September 10th, 2021, the City's Public Safety Department conducted a follow-up inspection of the Event Center property due to the incident on September 5th, and again witnessed evidence of liquor sales occurring without a licensed vendor being present, including but not limited to, bottle openers, liquor bottles in a garbage can, mixers, fresh ice for drinks, cups, partially filled alcohol bottles, a tip jar, cash behind the bar on the counter, liquor bottles on ice, and liquor bottles in a back room; and

WHEREAS, the operator of the Event Center indicated that a specific licensed vendor had been hired for the September 10th event, but had yet to arrive, and

WHEREAS, the vendor that was named by the operator of the Event Center, when contacted by the City, indicated it had no involvement with the September 10th event which indicates that the operator of the Event Center was again hosting an event serving liquor at which no licensed liquor provider was present; and

WHEREAS, on September 24, 2021, the City penned a third letter to the property owner and operator of the Event Center notifying all parties that the Special Use Permit authorizing an event center at 400 Old Highway 8 NW was being referred to the City Council for a public hearing and review which could include revocation of the Special Use Permit by the City Council; and

WHEREAS, on September 29, 2021, mailed notice of the public hearing on the potential revocation of the Special Use Permit was sent to all property owners within 350 feet of the Event Center; and

WHEREAS, on September 30, 2021, published notice of the public hearing on the potential revocation of the Special Use Permit appeared in the City's official newspaper; and

WHEREAS, on October 12, 2021, the City Council held the scheduled public hearing to obtain feedback from surrounding property owners on the Event Center and its numerous documented violations since 2018; and

WHEREAS, the operators of the Event Center acknowledged the many mistakes of the past and sought to re-affirm their commitment to adhere to conditions of the Special Use Permit by agreeing that:

a) Original Special Use Permit conditions from 2011 would be followed moving forward;

b) That there would be no more than two substantiated noise complaints in any two-month period, or no more than four substantiated noise complaints over any 365-day period moving forward. Failure to meet these standards would result in another Special Use Permit review and potential revocation by the City Council; and

c) That absolutely no unlicensed sales of liquor may occur. Failure to meet this standard at any time would result in another Special Use Permit review and potential revocation by the City Council; and

WHEREAS, between November 25, 2021, and June 19, 2022, the City recorded three noise complaints about the venue from nearby properties; but such complaints never crossed one of the identified thresholds agreed to with Council to precipitate another review of the Special Use Permit; and

WHEREAS, on November 11, 2022, the Public Safety department was called to the site to investigate an event being held without an approved security plan at which alcohol consumption was occurring; officials were told it was a family and friends private surprise birthday party, and the matter was not investigated further; and

WHEREAS, on March 30, 2023, the Public Safety Department answered an inquiry from the operators about whether the Minnesota School of Bartending could serve liquor as a vendor for the Event Center's events, to which an email confirmation was sent by the City to the operators that the Minnesota School of Bartending does not have a liquor license and cannot be hired as a vendor for the Event Center's events; and

WHEREAS, on September 8, 2023, the Public Safety Department responded to a noise complaint at 11:25 p.m. and observed a fully operational bar, with a bartender from the Minnesota School of Bartending who did not have a permit or license to serve alcohol; and

WHEREAS, the Minnesota Department of Alcohol and Gaming Enforcement subsequently investigated the alleged September 8, 2023 infraction by executing a search warrant on October 21, 2023, at which time they found alcohol on the premises of the Event Center; and

WHEREAS, on December 11, 2023, the owners of the Event Center were charged with three counts of Consumption and Display Permits Required, a misdemeanor and one count of Liquor Sale Without a License, a gross misdemeanor, stemming from the October 21st investigation by the Minnesota Department of Alcohol and Gambling Enforcement; and

WHEREAS, on December 20, 2023, the owners of the Event Center submitted security plans for upcoming events indicating that alcohol would be served at each. A response email was sent to by the City to the owners indicating that no alcohol could be served at the events based on what was proposed in the security plans and no further efforts were made by the owners to amend the security plans; and

WHEREAS, on December 22, 2023, the Public Safety Department performed a site inspection to ensure the approved security plan was being followed, and they witnessed alcohol being served without proper licensing (despite the December 11th criminal charges, and despite the December 20th notice from the City that alcohol could not be served at this event); and

WHEREAS, on December 23, 2023, the Public Safety Department performed another site inspection to ensure the approved security plan was being followed the subsequent night, and staff yet again witnessed alcohol being served without proper licensing; and

WHEREAS, on February 1, 2024, the owners were charged by the Minnesota Department of Alcohol and Gaming Enforcement with one new/additional Count of Allowing Alcohol Consumption without a Permit, a misdemeanor, stemming from the December 23rd incident; and

WHEREAS, on February 20, 2024, the City penned a letter and email to the property owner and operator of the Event Center notifying all parties that the Special Use Permit authorizing an event center at 400 Old Highway 8 NW was being referred to the City Council for a public hearing and review which could include revocation of the Special Use Permit by the City Council; and

WHEREAS, on February 20, 2024, mailed notice of the public hearing was sent to all property owners within 350 feet of the Event Center; and

WHEREAS, on February 25, 2024, published notice of the public hearing appeared in the City's official newspaper; and

WHEREAS, on March 12, 2024, the City Council held the scheduled public hearing to obtain feedback from surrounding property owners on the Event Center and its numerous documented violations since 2018; and

WHEREAS, the property owner and the operator of the Event Center were provided an opportunity to address the documented issues, but as of this date, they have not provided any credible assurances that there would be no more violations of the conditions of the Special Use Permit moving forward; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of New Brighton hereby revokes the existing Special Use Permit for the Event Center authorized by Resolution 11-028 based on the following findings of fact:

1. The Event Center demonstrated over its first seven years in existence (2011 – 2018) that adhering to the 10 conditions of Special Use Permit was not overburdensome and was workable for the business as zero complaints were received about the business over that time frame;

2. On May 19, 2018, the Event Center violated condition 8 of the Special Use Permit;

3. On August 10, 2018, the Event Center violated condition 8 of the Special Use Permit;

4. On August 11, 2018, the Event Center violated conditions 8 and 9 of the Special Use Permit;

5. On September 7, 2018, the Event Center violated condition 8 of the Special Use Permit;

6. On September 8, 2018, the Event Center violated condition 8 of the Special Use Permit;

7. On November 3, 2018, the Event Center violated condition 8 of the Special Use Permit;

8. On November 25, 2018, the Event Center violated condition 8 of the Special Use Permit;

9. On May 4, 2019, the Event Center violated condition 8 of the Special Use Permit;

10. On May 26, 2019, the Event Center violated condition 9 of the Special Use Permit;

11. On May 27, 2019, complaints indicated that violations of conditions 8 and 9 of the Special Use Permit by the Event Center had occurred, but neither complaint could be verified by the City as responding officers were not available to investigate the incidents due to other commitments;

12. On September 12, 2019, the Event Center violated condition 8 of the Special Use Permit;

13. On September 13, 2020, the Event Center violated conditions 8 and 9 of the Special Use Permit;

14. On September 19, 2020, the Event Center violated condition 8 of the Special Use Permit;

15. On October 11, 2020, complaints indicated that violations of conditions 8 and 9 of the Special Use Permit by the Event Center had occurred, but neither complaint could be verified by the City as responding officers were not available to investigate the incidents due to other commitments;

16. On July 3, 2021, the Event Center violated condition 8 of the Special Use Permit;

17. On August 15, 2021, the Event Center violated condition 8 of the Special Use Permit, and violated both conditions 8 and 9 later the same night;

18. On August 28, 2021, the Event Center violated condition 9 of the Special Use Permit;

19. On August 29, 2021, the Event Center violated condition 9 of the Special Use Permit;

20. On September 5th 2021, the Event Center was observed hosting an event serving liquor without a licensed liquor vendor on the premises which is a violation of Minnesota Statutes Section 340A.401;

21. On September 10th, 2021, the Event Center was again observed hosting an event serving liquor without a licensed liquor vendor on the premises which is a violation of Minnesota Statutes Section 340A.401;

22. On October 12, 2021, the property owner and Event Center owners met with the City Council following a public hearing on the potential revocation of the Special Use Permit, and all parties agreed to a framework of conduct which must be maintained in order for the Special Use Permit to remain in effect;

23. On November 25, 2021, the Event Center violated condition 8 of the Special Use Permit;

24. On June 18, 2022, the Event Center violated condition 8 of the Special Use Permit;

25. On June 19, 2022, the Event Center violated condition 8 of the Special Use Permit;

26. On November 11, 2022, the Event Center violated condition 9 of the Special Use Permit and was observed hosting an event serving liquor without a licensed liquor vendor on the premises which is a violation of Minnesota Statutes Section 340A.401; but this suspected offense was disregarded as the owners claimed the event was related to their personal family and friends surprise birthday party and was not a contracted event with the venue;

27. On March 30, 2023, the owners are put on notice that the Minnesota School of Bartending does not have a liquor license, and cannot be used as a licensed liquor vendor at Event Center events;

28. On September 10, 2023, the Event Center violated condition 8 of the Special Use Permit and was observed hosting an event serving liquor without a licensed liquor vendor on the premises which is a violation of Minnesota Statutes Section 340A.401;

29. On October 21, 2023, the Minnesota Department of Alcohol and Gaming Enforcement executed a search warrant on the Event Center property and found alcohol on the premises;

30. On December 11, 2023, the owners of the Event Center are charged by the Minnesota Department of Alcohol and Gaming Enforcement with three Counts of Consumption and Display Permits Required, a misdemeanor, and one count of Gross Misdemeanor Liquor Sale Without a License, a gross misdemeanor stemming from the October 21st investigation;

31. On December 20, 2023, the owners of the Event Center are granted approval by the City of security plans for upcoming events with no approval for the serving of alcohol at either event;

32. On December 22, 2023, the Event Center was observed by the City hosting an event serving liquor without a licensed liquor vendor on the premises which is a violation of Minnesota Statutes Section 340A.401;

33. On December 23, 2023, the Event Center was observed by the City hosting an event serving liquor without a licensed liquor vendor on the premises which is a violation of Minnesota Statutes Section 340A.401;

34. On February 1, 2024, the owners of the Event Center are charged by the Minnesota Department of Alcohol and Gaming Enforcement with one new/additional Count of Allowing Alcohol Consumption without a Permit, a misdemeanor, stemming from the December 23, 2023, incident.

NOW, THEREFORE BE IT FURTHER RESOLVED by the City Council that revocation of the Special Use Permit shall be effective as of 8:00 a.m. on March 13, 2024, and that at that time, the property owner and operator of the Event Center shall cease use of the property for an Event Center. City staff and the City Attorney are authorized and directed to take such further steps as necessary or appropriate to effectuate this Resolution.

Adopted this 12th day of March, 2024 by the New Brighton City Council with a vote of 5 ayes and 0 nays.



Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

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RESOLUTION NO. 2024-028
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION APPOINTING INDIVIDUALS TO MUNICIPAL ADVISORY COMMISSIONS

WHEREAS, Twenty-one of New Brighton's residents offered their time and energy to serve our community and expressed their interest in filling one of eighteen adult and five student positions; and,

WHEREAS, the City Council has met and reviewed all applications submitted by individuals interested in serving an appointment to one of the City's five municipal advisory commissions, and interviewed each new applicant;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton that the following individuals be appointed to commissions to terms that begin April 1, 2024.

- Economic Development Commission
  - Brian Krohn (Term ending 3/31/2027)
  - Victoria Prasek (Term ending 3/31/2027)
  - Jonathon Dummer (Term ending 3/31/2025)
  - Merhawi Yigzaw (Term ending 3/31/2027)
  - Taylor Hansen (Term ending 3/31/2025)

- Equity Commission
  - Kami Miller (Term ending 3/31/2027)
  - Kristin Lau (Term ending 3/31/2027)
  - Mary Margaret Reagan (Term ending 3/31/2027)
  - Sophie Jung (Term ending 3/31/2025)

- Parks, Recreation and Environmental Commission
  - Julia O'Rourke (Term ending 3/31/2027)
  - Beck Slabiak (Term ending 3/31/2027)
  - Laura Sokol-Kraft (Term ending 3/31/2027)
  - Sebastián Fallas (Term ending 3/31/2027)

- Planning Commission
  - Tim McQuillan (Term ending 3/31/2027)
  - Karen Collins (Term ending 3/31/2027)
  - Mark Ryan (Term ending 3/31/2025)

- Public Safety Commission
  - Tom Harkins (Term ending 3/31/2027)
  - Roberto Valdizan (Term ending 3/31/2027)
  - Mark Jansen (Term ending 3/31/2027)
  - Kena Abdissa (Term ending 3/31/2025)

ADOPTED this 12 day of March 2024 by the New Brighton City Council with a vote of 5 ayes and 0 nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-027
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION AMENDING THE 2023 BUDGET

WHEREAS, the City of New Brighton adopts budgets on an annual basis set forth by State Statute and generally accepted accounting principles and

WHEREAS, the legal level of budgetary control is established at the fund level, and

WHEREAS, the City Council finds it necessary to amend the 2023 budgeted revenue and expense appropriations for annual financial statement presentation as follows and as detailed in Attachment A:

	From	To
Parks & Rec MN DNR Shade Tree Program Grant	$0	$ 58,000
Parks & Rec Metro North Tourism Grant	$0	$ 7,000
Parks & Rec Special Events	$0	$ 5,000
Public Safety TZD Safe Roads Grant Program	$0	$ 41,700
Public Safety Santa Cop Program	$0	$ 14,500
Public Safety Multicultural Drivers Education Grant	$0	$ 9,100
DCAD Ramsey County Corridor Revitalization Grant (Banners)	$0	$ 32,600
DCAD Ramsey County Critical Corridors Grant (Parking Study)	$0	$ 29,100
DCAD Shed Painting Project	$0	$ 8,300
General Community Events & Placemaking Efforts	$0	$ 35,000

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton that the 2023 Budget is hereby amended as summarized above and detailed in Attachment A.

ADOPTED this 12th day of March 2024 by the New Brighton City Council with a vote of 5 ayes and 0 nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

ATTACHMENT A

Dept	Program	Account	Description	Budget Increase (Decrease)
P&R	MN DNR SHADE TREE PROGRAM GRANT	130-0000-35508-21200	Miscellaneous State	58,000
P&R	MN DNR SHADE TREE PROGRAM GRANT	130-6142-42170-21200	Misc Mat & Sup	30,700
P&R	MN DNR SHADE TREE PROGRAM GRANT	130-6142-43300-21200	Professional Service	27,300
PS	MULTICULTURAL DRIVERS EDUCATION GRANT	130-7121-35612-41007	Fed Grants & Aids	9,100
PS	MULTICULTURAL DRIVERS EDUCATION GRANT	130-7121-42170-41007	Misc Mat & Sup	500
PS	MULTICULTURAL DRIVERS EDUCATION GRANT	130-7121-43300-41007	Professional Service	8,200
PS	MULTICULTURAL DRIVERS EDUCATION GRANT	130-7121-43309-41007	PROMOTIONS	400
PS	TZD SAFE ROADS GRANT PROGRAM	130-7121-35612-41583	Fed Grants & Aids	41,700
PS	TZD SAFE ROADS GRANT PROGRAM	130-7121-41110-41583	OVERTIME WAGE	35,000
PS	TZD SAFE ROADS GRANT PROGRAM	130-7121-41640-41583	FICA/MEDICARE	500
PS	TZD SAFE ROADS GRANT PROGRAM	130-7121-41645-41583	PERA	6,200
GEN	COMMUNITY EVENTS AND PLACEMAKING EFFORTS	140-0000-39980-11008	Transfers from Other	35,000
GEN	COMMUNITY EVENTS AND PLACEMAKING EFFORTS	701-0000-49992	Transfers to Other	35,000
P&R	METRO NORTH TOURISM GRANT	140-5000-35718-51281	Misc Grants/Aids	7,000
P&R	METRO NORTH TOURISM GRANT	140-5000-43309-51281	PROMOTIONS	2,500
P&R	METRO NORTH TOURISM GRANT	140-5000-43370-51281	TRAINING	3,500
P&R	METRO NORTH TOURISM GRANT	140-5000-43380-51281	TRAVEL	1,000
DCAD	SHED PAINTING PROJECT	140-5131-37805-31001	MISC REVENUE	8,300
DCAD	SHED PAINTING PROJECT	140-5131-43300-31001	Professional Service	8,300
P&R	SPECIAL EVENTS	140-6143-37804-22400	Donations	5,000
P&R	SPECIAL EVENTS	140-6143-43300-22400	Professional Service	5,000
PS	SANTA COP PROGRAM	140-7000-37804-50584	Donations	14,500
PS	SANTA COP PROGRAM	140-7000-42173-50584	SANTA COP PURCHASE	14,500
DCAD	RAMSEY CO CORRIDOR REVITALIZATION GRANT (BANNERS)	101-5151-35422-32005	Misc Grants/Aids	32,600
DCAD	RAMSEY CO CORRIDOR REVITALIZATION GRANT (BANNERS)	101-5151-43300-32005	Professional Service	32,600
DCAD	RAMSEY CO CRITICAL CORRIDORS GRANT (PARKING STUDY)	101-5151-35422-32007	Misc Cty Grants/Aids	29,100
DCAD	RAMSEY CO CRITICAL CORRIDORS GRANT (PARKING STUDY)	101-5151-43300-32007	Professional Service	29,100

Total Revenues	240,300
Total Expenditures	240,300

Resolution No. ~~24~~ 2024-026

State of Minnesota
County of Ramsey
City of New Brighton

RESOLUTION AUTHORIZING APPLICATION FOR THE 2024-2026 METROPOLITAN COUNCIL WATER EFFICIENCY GRANT PROGRAM

WHEREAS, the City of New Brighton supports the grant application made to the Metropolitan Council for the 2024-2026 Water Efficiency Grant Program.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Brighton, Minnesota:

1. That City Staff is authorized to apply for the 2024-2026 Metropolitan Council Water Efficiency Grant Program.

Adopted this 12th day of March, 2024, by the New Brighton City Council with a vote of 5 ayes and 0 nays.

Kari Niedfeldt-Thomas, ~~Mayor~~

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. ~~34~~ 2024-025

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION AUTHORIZING APPLICATION FOR A SAFE STREETS AND ROADS FOR ALL PLANNING AND DEMONSTRATION GRANT

WHEREAS, The Bipartisan Infrastructure Law (BIL) established the Safe Streets and Roads for All (SS4A) discretionary program with $5 billion in appropriated funds over 5 years, 2022-2026. The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries. Over $3 billion is still available; and

WHEREAS, The SS4A program supports the U.S. Department of Transportation's National Roadway Safety Strategy and our goal of zero roadway deaths using a Safe System Approach; and

WHEREAS, the City of New Brighton has created a Living Streets Plan identifying the importance of safe walking and bicycling facilities for our residents.; and

WHEREAS, The SS4A program supports the development of a comprehensive safety action plan (referred to as an "Action Plan") that identifies the most significant roadway safety concerns in a community and the implementation of projects and strategies to address roadway safety issues. Action Plans are the foundation of the SS4A grant program; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Brighton, Minnesota:

1. That City Staff is authorized to work with a consultant on a SS4A planning and demonstration grant; and

2. The Director of Community Assets and Development, the City Engineer, is hereby authorized to sign the grant application.

Adopted this 12th day of March, 2024, by the New Brighton City Council with a vote of 5 ayes and 0 nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-024
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO THE FIRST AMENDMENT TO AGREEMENT FOR RESIDENTIAL RECYCLING SERVICES

WHEREAS, the City of New Brighton supports curbside collection of residential recyclable materials and desires that it be made available to its residents; and

WHEREAS, the City of New Brighton currently provides residential recycling services to all single-family households, duplexes, triplexes, townhomes, and MURD buildings with nine or less units (as selected by the City); and

WHEREAS, Republic Services has provided recycling services for the City since 2011, and has an excellent track record of customer service and satisfaction; and

WHEREAS, the current 5-year contract for services with Republic Services went into effect on January 1, 2024, and will run through December 31, 2028; and

WHEREAS, the League of Minnesota Cities alerted the City in January of 2024 that minor changes from the old contract to the new contract raised concerns for their legal department, and the City's insurance premium would rise by $83 as a result; and

WHEREAS, City Staff and Republic Staff agreed this was not an intended result of the recently negotiated contract; and

WHEREAS, City Staff and Republic Staff worked on an agreeable contract revision to address the League of Minnesota Cities' concerns; and

WHEREAS, legal counsels from all parties have agreed the proposed contract revision will address the identified problem, and the insurance premium increase can be eliminated.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of New Brighton hereby authorizes the Mayor and City Manager to enter into the First Amendment to Agreement for Residential Recycling Services attached hereto as Exhibit A.

ADOPTED this 12th day of March, 2024 by the New Brighton City Council with a vote of 5 ayes and 0 nays.



Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

Exhibit A:

First Amendment to Agreement for Residential Recycling Services (3 pages)

FIRST AMENDMENT TO AGREEMENT FOR RESIDENTIAL RECYCLING SERVICES (CITY OF NEW BRIGHTON, MINNESOTA)

This First Amendment to Agreement for Residential Recycling Services (this "First Amendment") is made this ____ day of _____, 2024 by and between the City of New Brighton, a Minnesota municipal corporation (the "City") and Allied Waste Services of North America, LLC d/b/a Republic Services of the Twin Cities - Blaine (the "Contractor").

WHEREAS, the City and the Contractor entered into that certain Agreement for Residential Recycling Services dated _____, 2023 (the "Agreement") providing for the collection of recyclable materials by the Contractor in the City; and

WHEREAS, the City's insurer is requesting that there be changes to various provisions of the Agreement related to liability and insurance requirements; and

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

1. Amendment to Section 5.1 of the Agreement. Section 5.1 of the Agreement is amended to read as follows:

5.1 Insurance

Insurance secured by the Contractor shall be issued by insurance companies rated A-VIII (or higher) by A.M. Best and licensed in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of this Agreement and shall remain continuously in force for the duration of the Agreement.

The Contractor must obtain the following insurance coverage with these minimum levels of coverage:

Worker's Compensation Insurance:	Statutory
Contractor's Public Liability Insurance:	$1,500,000 each/person $1,500,000 each/occurrence
Property Damage:	$1,500,000 each/person $1,500,000 each/occurrence
Automotive Insurance:	$1,500,000 aggregate

The Contractor shall add the City as an additional insured on the Contractor's public liability insurance and any excess/umbrella insurance using a blanket form endorsement.

2. Amendment to Section 5.17 of the Agreement. Section 5.17 of the Agreement is amended to read as follows:

5.17 Indemnification

Each party agrees to defend, indemnify and hold harmless the other party from claims, direct damages including reasonable attorney's fees, resulting directly from an act of negligence or willful misconduct of that party in the performance of the services provided by this Agreement. Notwithstanding the foregoing, the Contractor shall have no obligation to indemnify, defend or hold harmless the City, or any other parties, for any such liability or claim to the extent resulting from the negligence or, willful misconduct by the City or any other parties.

3. Miscellaneous. Except as amended by this Amendment, the Agreement shall remain in full force and effect.

(Remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement for Residential Recycling Services as of the date written above.

CITY OF NEW BRIGHTON

By: _____
Kari Niedfeldt-Thomas
Its: Mayor

By: _____
Devin Massopust
Its: City Manager

ALLIED WASTE SERVICES OF NORTH AMERICA, LLC
d/b/a Republic Services of the Twin Cities – Blaine

By: _____

Its: _____

RESOLUTION NO. 2024-023

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION ACCEPTING THE FEASIBILITY STUDY AND CALLING FOR A PUBLIC IMPROVEMENT HEARING ON PROPOSED IMPROVEMENT PROJECT 24-1, 2024 STREET REHABILITATION.

WHEREAS, pursuant to City Council order, a Feasibility Report has been prepared by the Department of Community Assets and Development of the City of New Brighton with reference to the construction of Improvement Project 24-1, 2024 Street Rehabilitation, and

WHEREAS, this Feasibility Report was received by the City Council of the City of New Brighton on March 12, 2024.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of New Brighton:

1. The Council will consider the construction of the proposed Improvement 24-1, 2024 Street Rehabilitation, in accordance with the report and the assessment of contiguous or benefiting properties for all or a portion of the cost of the installation, pursuant to Minnesota Statute 429.011, law 1955, Chapter 393, as amended, at the estimated cost of $8,164,200.

2. That the Public Improvement Hearing will be held on said proposed improvement in the Council Chambers of City Hall at 6:30 p.m., March 26, 2024, and the Clerk shall give mailed and published notice of such hearing and improvement as required by law.

Adopted this 12th day of March, 2024, by the New Brighton City Council with a vote of 5 ayes and 0 nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-022
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION ACCEPTING DONATION FROM ARDEN HILLS FOUNDATION

WHEREAS, the Arden Hills Foundation is committed to enhancing the quality of life for residents of Arden Hills through various community initiatives and support programs; and

WHEREAS, the New Brighton Parks & Recreation Department offers Group Swim Lessons aimed at providing valuable aquatic skills and promoting water safety among community members; and

WHEREAS, there is a desire to encourage participation in Group Swim Lessons among individuals residing in Arden Hills to foster a sense of community, promote health and wellness, and develop important life skills;

NOW THEREFORE, BE IT RESOLVED by The City Council of The City of New Brighton recognizes the generous sponsorship offered by the Arden Hills Foundation to provide scholarships totaling up to $1,000 specifically designated for residents of Arden Hills who wish to participate in group swim lessons offered through the New Brighton Parks & Recreation department.

The scholarships shall be distributed based on financial need and/or other criteria as determined by the appointed staff. Each scholarship awarded shall cover 50% of the cost of participation in group swimming lessons.

New Brighton Parks & Recreation staff shall be responsible for establishing and publicizing the application process, reviewing applications, and selecting scholarship recipients in accordance with the established criteria. Staff shall ensure transparency and fairness throughout the selection process.

The Arden Hills Foundation shall be recognized and acknowledged as the official sponsor of these scholarships.

ADOPTED this 12th day of February, 2024 by the New Brighton City Council with a vote of 5 ayes and 0 nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-021

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION TO APPLY AS A HOST SITE FOR MINNESOTA GREENCORPS

WHEREAS, The City of New Brighton wishes to apply to host an AmeriCorps member from the Minnesota GreenCorps, a program of the Minnesota Pollution Control Agency (MPCA), for the 2024-2025 program year; and

WHEREAS, if the MPCA selects the City of New Brighton, the organization is committed to implementing the proposed project as described in the host site application, and in accordance with position description; and

WHEREAS, the MPCA requires that the City of New Brighton enter into a host site agreement with the MPCA that identifies the terms, conditions, roles and responsibilities;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Brighton, Minnesota:

1. That City Staff is authorized to apply to be a Host Site for a Minnesota GreenCorps member; and

2. The Director of Community Assets and Development, the City Engineer, is hereby authorized to sign the host site application/agreement if selected.

Adopted this 13th day of February, 2024, by the New Brighton City Council with a vote of 5 ayes and 0 nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-20

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION AUTHORIZING APPLICATION FOR A SAFE ROUTES TO SCHOOL PLANNING GRANT

WHEREAS, MnDOT is designated funds for Safe Routes to School (SRTS) programs to improve safety near schools; and

WHEREAS, the City of New Brighton has created a Living Streets Plan identifying that SRTS is an important piece to improve travels for our youngest users; and

WHEREAS, MnDOT provides grants for communities/schools to develop comprehensive SRTS plans; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Brighton, Minnesota:

1. That City Staff is authorized to work with a consultant on a SRTS planning Assistance grant; and

2. The Director of Community Assets and Development, the City Engineer, is hereby authorized to sign the grant application.

Adopted this 13th day of February, 2024, by the New Brighton City Council with a vote of 5 ayes and 0 nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION 2024-019
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION ADOPTING A FAIR HOUSING POLICY

WHEREAS, the City of New Brighton is committed to upholding the Fair Housing Act; and

WHEREAS, the City of New Brighton has already informally implemented multiple internal and external procedures to ensure that fair and equal housing opportunities are granted to residents and prospective residents alike; and

WHEREAS, the City of New Brighton City Council commissioned and approved the City of New Brighton Housing Study in 2023 which has already established production, preservation, and capacity building strategies the City intends to implement with regards to housing; and

WHEREAS, the Livable Communities Act (LCA) requires Cities to formalize their commitment to upholding the Fair Housing Act in order to be eligible for grant funding related to housing;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Brighton, that the Fair Housing Policy, attached as Exhibit A, is hereby adopted.

ADOPTED this 23rd day of January, 2024, by the New Brighton City Council with a vote of 4 ayes and 0 nays.

(Niedfeldt-Thomas absent)

Karl Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

Exhibit A: FAIR HOUSING POLICY – CITY OF NEW BRIGHTON

Section 1: INTRODUCTION

Title VIII of the Civil Rights Act of 1968, along with the Fair Housing Amendments Act of 1988, is collectively known as the **Fair Housing Act**. The Fair Housing Act prohibits discrimination based on protected class; provides guidelines for the sale, rental, or financing of housing; and sets parameters for advertisements or statements with respect to housing. In establishing this Fair Housing Policy, the City of New Brighton certifies that it will affirmatively further fair housing within the community. This policy applies to all forms of housing as defined within the federal Fair Housing Act and Minnesota Human Rights Act.

Section 2: POLICY STATEMENT

It is the policy and commitment of the City of New Brighton to ensure that fair and equal housing opportunities are granted to everyone; regardless of the housing opportunity or the funding source supporting development activities; and regardless of race, color, religion, immigration status, gender, gender identity, sexual orientation, marital status, status with regard to public assistance, creed, familial status, national origin, cultural background, age, disability, or other differences. This will be accomplished via the establishment of external policies to provide all constituents (and prospective constituents) meaningful access to fair housing information and referral services, and through internal practices and procedures that promote fair housing and support the city's equity and inclusion goals.

Section 3: EXTERNAL PRACTICES

A. Expert Organization Referrals

The City does not claim to have all needed resources in-house to solve the diverse range of fair housing issues that can arise; therefore, the City finds that utilizing external organizations in conjunction with City resources is the most efficient and effective path to provide significant and immediate assistance to address housing concerns. If contacted by current or potential residents of New Brighton with a housing concern, City staff will ask the individual to fill out a New Brighton Housing Concern Report. The City will assess the report upon receipt, and determine if local resources or outside agency help is needed based on the facts presented. The following list of organizations below is not an exhaustive list of available external resources, but will rather be used as a starting point by staff when identifying paths for assistance:

- U.S. Department of Housing and Urban Development – Minnesota
  - Homeownership guides & assistance (how to buy and maintain, homebuying programs)
  - Rental assistance (locating units, obtaining financial assistance)
  - Avoiding foreclosure
  - Homelessness resources

- Minnesota Department of Human Rights
  - Reporting discrimination/file a human rights complaint
  - Obtaining service animals
  - Workforce and Equal pay certificates
  - Reasonable Accommodations

- Mid-Minnesota Legal Aid
  - Cold weather rule
  - Disability discrimination/reasonable accommodations by landlords
  - Finding affordable health care
  - Advocacy to solve IRS tax issues
  - Legal assistance in civil matters for youth, low-income, and senior citizens

- Housing Justice Center
  - Tenants' rights
  - Fair housing and human rights act class actions
  - Consumer fraud cases
  - Habitability issues
  - Preserving affordable housing
  - Systemic housing justice issues

- Southern Minnesota Regional Legal Services
  - Free legal help to low income and senior citizens in civil matters related to housing (eviction, rent increases, utility disputes, security deposit issues, repairs, etc)
  - Real property issues (purchase & sale, foreclosure, condemnation, construction contracts, liens, etc)

- NeighborWorks Home Partners
  - How to buy and shop for a home and mortgages
  - Resources for fixing homes (funding, maintenance classes, etc)
  - Foreclosure Intervention and Refinancing advice

B. Meaningful Access

1) Online Information

The City of New Brighton will have information about fair housing displayed on its website under the category "Housing." The website will also provide links to fair housing resources including but not necessarily limited to the resources listed in subsection (A) above. Information on the website will also include a City Staff member to contact with fair housing concerns. In addition, the City will post the following policies on the website:

i. New Brighton Fair Housing Policy

ii. Link to the State of Minnesota's Olmstead Plan

2) In-Person Information

Upon receiving inquiries about fair housing policies, that individual will be directed to the City Staff member assigned to address fair housing concerns. That staff member will then provide the individual with information about the City's list of reference organizations and inform them of City practices to ensure fair housing.

3) Languages

The City of New Brighton is committed to providing information in diverse languages for its residents. Therefore, if requested, the City of New Brighton will connect the individual to an organization that can assist with translation of fair housing policies.

4) Rental Licensing Program

The City administers a rental licensing program which requires the property owners of any rental dwelling unit(s) to obtain an annual license from the City. The City will provide information on this fair housing policy to licensees. The City will also consider hosting a training session for landlords that provides information on fair housing and other relevant landlord/tenant issues.

Section 4: INTERNAL PRACTICES

The City of New Brighton commits to the following actions to promote awareness and sensitivity to fair housing issues in all its government functions. The City will address issues related to Fair Housing through the following practices:

1) Reporting

   If an individual calls or comes to City Hall to voice a fair housing concern, a Concern Report Form that includes the name, contact information, description of the concern and desired outcome will need to be completed. Once the report is completed, City staff will connect the individual to organizations that can assist the individual. The Concern Report Form will then be on file at City Hall, and maintained in accordance with current file retention policies. Staff will follow-up as needed to ensure the individual has received assistance.

2) Home Loan Programs

   The City of New Brighton will consider establishment of a Home Loan Program for residents and first-time homebuyers, or ways to collaborate with agencies such as NeighborWorks Home Partners to provide home loan assistance. Such programs should be centered around making purchasing homes more affordable, and rehabilitation of affordable homes possible for low-income families. All such loans are to be administered in accordance with this Fair Housing Policy.

3) Financial Assistance

   Developers who seek financial assistance through the City for housing projects shall adhere to the City's Fair Housing Policy. Information on this policy will be provided to Developers at the onset of conversations regarding financial assistance. Developers will be required to execute a financial development agreement that includes language regarding fair housing and their commitment to uphold fair housing practices.

4) Housing Analysis

   The *New Brighton Housing Study* was completed in 2023 to better understand the community's housing stock and development market, and to adopt specific strategies the City will implement to address housing needs. This study should be periodically updated to ensure that all reasonable actions are being taken to remove barriers to adequate housing choice for all city residents.

5) Code Analysis

The City will review its municipal code; with specific focus on ordinances related to zoning, building, and occupancy standards; to identify any potential for disparate impact or disparate treatment. New ordinances will also be evaluated in the context of fair housing.

6) Project Planning and Analysis

When reviewing proposed housing developments, the City will consider fair housing issues including whether potential projects may perpetuate segregation or lead to displacement of protected classes. The City of New Brighton is committed to working with other agencies to remedy any displacement or segregation that may occur.

7) Community Engagement

The City of New Brighton commits to ongoing community engagement. Specifically, the City commits to robust conversations with community members regarding the City's Comprehensive Plan (and/or proposed changes to the plan) which guides land uses throughout the community. Public hearings and outreach will also be pursued for proposed housing projects, zoning changes, and other land use planning decisions requested of the City.

The City of New Brighton's Economic Development Commission and/or the Equity Commission will review and propose revisions (if deemed necessary) to this Fair Housing Policy to the City Council on an annual basis.

RESOLUTION NO. 2024-018
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE NO. 899

WHEREAS, the City Council has adopted the above referenced ordinance; and

WHEREAS, the verbatim text of the ordinance is cumbersome, and the expense of publication of the complete text is not justified; and

WHEREAS, the following summary clearly informs the public of the intent and effect of the ordinance.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton that the following summary is hereby approved for official publication:

SUMMARY PUBLICATION
ORDINANCE NO. _____

AN ORDINANCE REGARDING COMMERCIAL TOBACCO LICENSING

On January 23, 2024, the New Brighton City Council adopted an ordinance designated as Ordinance No. 899, the title of which is stated above. This summary of the ordinance is published pursuant to Minnesota Statutes Section 412.191, subdivision 4. The ordinance establishes a limit on the number of tobacco products shops that may operate within the City of New Brighton, implements restrictions on future tobacco product shop locations relative to certain youth-oriented facilities, and updates definitions and penalties related to the sale of tobacco products. The limits related to the number of licenses and proximity to youth-oriented facilities do not impact the tobacco licenses of businesses currently operating within the City. A printed copy of the ordinance is available for public inspection in the office of the City Clerk during regular office hours.

BE IT FURTHER RESOLVED, that the City Clerk is directed to keep a copy of the ordinance in her office at City Hall for public inspection and to post a full copy of the ordinance in a public place in the City for a period of two weeks.

Adopted this 23rd day of January, 2024, by the New Brighton City Council with a vote of 4 ayes and 0 nays.
(Niedfeldt-Thomas absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION 2024-017
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION VACATING A DRAINAGE AND UTILITY EASEMENT WITHIN THE PLAT OF SILVER OAKS ESTATES NO. 2, COMMON INTEREST COMMUNITY NO. 791

WHEREAS, the City Council pursuant to Minnesota Statute §412.851 desires to consider the vacation of a drainage and utility easement that is located on Lot 19, Block 1 of Silver Oaks Estates No. 2, Common Interest Community No. 791; and

WHEREAS, said easement is shown on the attached Exhibit A and is legally described as follows:

> All of the drainage and utility easement as created and dedicated over, under, and across Lot 19, Block 1 of Silver Oaks Estates No. 2, Common Interest Community No. 791, County of Ramsey, State of Minnesota, according to the recorded plat thereof.

(the "Easement"); and

WHEREAS, the City Clerk published, posted and mailed notice of a public hearing as required by law, and a public hearing was held on the proposed vacation on the 23rd day of January, 2024; and

WHEREAS, the City Council in its discretion has determined that the vacation will benefit the public interest because the property is being replatted and a new drainage and utility easement will be dedicated to the City in the new plat; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Brighton, that:

1. The Easement is hereby vacated.
2. The vacation is conditioned upon the following:
   a. The applicant recording the plat of Silver Oaks Estates Plat No. 6
3. The vacation of the Easement does not include the vacation of the Ponding Easement that is also dedicated on the plat of Silver Oaks Estates No. 2, Common Interest Community No. 791.

ADOPTED this 23rd day of January, 2024, by the New Brighton City Council with a vote of 4 ayes and 0 nays.

(Niedfeldt-Thomas absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

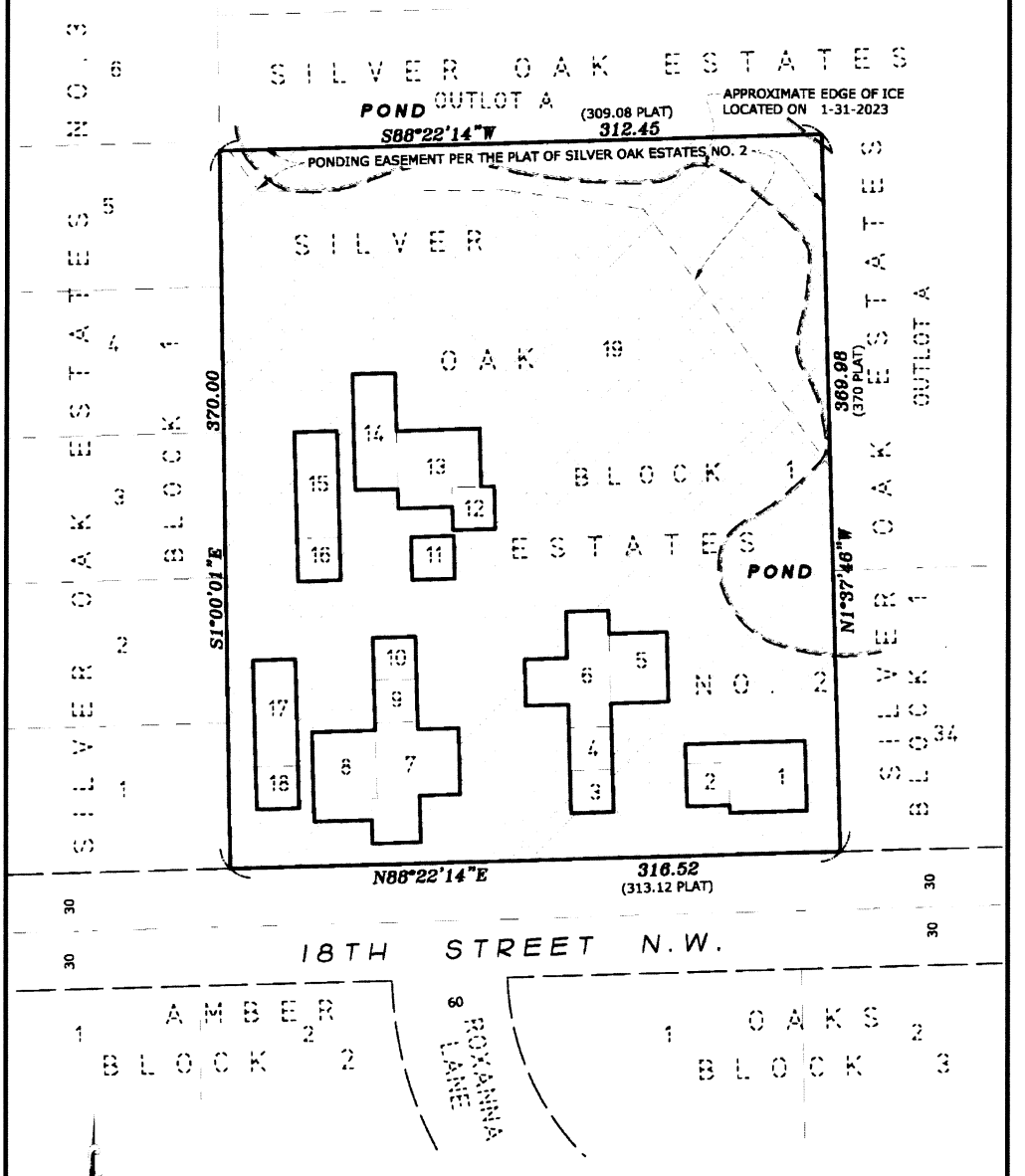
ATTEST:

Terri Spangrud, City Clerk

Exhibit A

DRAINAGE AND UTILITY EASEMENT VACATION EXHIBIT

~for~ SILVER OAK ESTATES NO. 2



LEGEND

DRAINAGE AND UTILITY EASEMENT VACATION

NOTES

- Said easement vacation does not include vacating the Ponding Easement.
- A drainage and utility easement is to be dedicated over the common area with the recording of the proposed plat of SILVER OAK ESTATES NO. 6.

NORTH

GRAPHIC SCALE

60 0 30 60 120

1 INCH = 60 FEET

DRAINAGE AND UTILITY EASEMENT VACATION DESCRIPTION

All of the drainage and utility easement as created and dedicated over, under and across Lot 19, Block 1, SILVER OAK ESTATES NO. 2, Ramsey County Minnesota, according to the recorded plat thereof.

I hereby certify that this plan, survey or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

By: _____ Minnesota License No. 41578

Dated 28th day of August 2022.

DATUM: County | JOB NO. 230037PP

REVISIONS

NO. | DATE | DESCRIPTION | BY

SCALE: 1" = 60'

DATE: 08-28-23

DRAWN BY: JEN

CREW: TBD

E.G. RUD & SONS, INC.
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701
www.egrud.com

RESOLUTION 2024-014
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION ACCEPTING A METROPOLITAN COUNCIL LIVABLE COMMUNITIES ACT POLICY DEVELOPMENT GRANT, AND AUTHORIZATION TO ENTER A CONTRACT WITH BOLTON & MENK TO STUDY ACCESSORY DWELLING UNITS AND THEIR PLACE IN THE CITY OF NEW BRIGHTON

WHEREAS the City of New Brighton is a participant in the Livable Communities Act's Local Housing Incentives Account Program as determined by the Metropolitan Council, and is therefore eligible to apply for Livable Communities Demonstration Account funds; and

WHEREAS the City identified a proposed project to study Accessory Dwelling Unit allowances in the City that met the Demonstration Account's purposes and criteria, and was consistent with and promoted the purposes of the Metropolitan Livable Communities Act and the policies of the Metropolitan Council's adopted metropolitan development guide; and

WHEREAS the City Council of the City of New Brighton authorized staff to pursue LCA Policy Development funds on July 25, 2023; and

WHEREAS the Metropolitan Council approved the City's application for LCA Policy Development funds on September 13, 2023; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of New Brighton hereby accepts the $36,400 LCA Policy Development Grant from the Metropolitan Council, and authorizes the Mayor and City Manager to execute the grant agreement attached as Exhibit A; and

BE IT FURTHER RESOLVED, that the City Council of the City of New Brighton hereby authorizes the Mayor and City Manager to execute a consulting services agreement, attached as Exhibit B, to complete grant tasks with Bolton & Menk.

Adopted this 23rd day of January, 2024, by the New Brighton City Council with a vote of 4 ayes and 0 nays.

(Niedfeldt-Thomas absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

Exhibit A:

Metropolitan Livable Communities Act Grant Agreement

(12 pages)

LIVABLE COMMUNITIES ACT
LCA POLICY DEVELOPMENT GRANT PROGRAM

GRANTEE: City of New Brighton	**GRANT NO. SG-19632**
PROJECT: New Brighton Housing Study Implementation: Accessory Dwelling Units (ADUs)	
GRANT AMOUNT: $36,400.00	**CYCLE: 2023 – Round 2**
COUNCIL ACTION: September 13, 2023	**EXPIRATION DATE: December 31, 2025**

METROPOLITAN LIVABLE COMMUNITIES ACT
GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into by the Metropolitan Council ("Council") and the Municipality, County, or Development Authority identified above as "Grantee."

WHEREAS, Minnesota Statutes section 473.251 creates the Metropolitan Livable Communities Fund, the uses of which fund must be consistent with and promote the purposes of the Metropolitan Livable Communities Act ("LCA") and the policies of the Council's Metropolitan Development Guide; and

WHEREAS, Minnesota Statutes sections 473.251 and 473.253 establish within the Metropolitan Livable Communities Fund a Livable Communities Demonstration Account and require the Council to use the funds in the account to make grants or loans to municipalities participating in the Local Housing Incentives Program under Minnesota Statutes section 473.254 or to Counties or Development Authorities to fund the initiatives specified in Minnesota Statutes section 473.25(b) in Participating Municipalities; and

WHEREAS, the Grantee is a Municipality participating in the Local Housing Incentives Account program under Minnesota Statutes section 473.254, a County, or a Development Authority; and

WHEREAS, the Council allocated a portion of its Livable Communities Demonstration Account funds to a Livable Communities Act Policy Development Grant Program to help Municipalities create locally adopted, enforceable policies that have an impact on physical development city-wide or in specifically defined areas, and further the goals of the Livable Communities Act and the Council's *Thrive MSP 2040* goals; and

WHEREAS, the Grantee seeks funding in connection with an application for Livable Communities Act Policy Development Grant Program funds submitted in response to the Council's notice of availability of grant funds for the "Funding Cycle" identified above and will use the grant funds made available under this Agreement to help fund the policy development activities as described in the application; and

WHEREAS, the Council awarded Livable Communities Act Policy Development Grant Program funds to the Grantee with the understanding that the Policy Development Project described in the application will proceed to completion in a timely manner, the Grantee will adopt physical

development policies that emphasize equitable development within the Grantee's designated "Policy Area," and all grant funds will be expended prior to the "Expiration Date" identified above.

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

I. DEFINITIONS

1.01. Definition of Terms. The terms defined in this section have the meanings given them in this section unless otherwise provided or indicated by the context.

(a) ***Council Action.*** "Council Action" means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded Livable Communities Act Policy Development Grant Program funds.

(b) ***County.*** "County" means Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington Counties.

(c) ***Development Authority.*** "Development Authority" means a statutory or home rule charter city, a housing and redevelopment authority, an economic development authority, or a port authority in the Metropolitan Area.

(d) ***Metropolitan Area.*** "Metropolitan Area" means the seven-county metropolitan area as defined by Minnesota Statutes section 473.121, subdivision 2.

(e) ***Municipality.*** "Municipality" means a statutory or home rule charter city or town participating in the Local Housing Incentives Account Program under Minnesota Statutes section 473.254.

(f) ***Participating Municipality.*** "Participating Municipality" means a statutory or home rule charter city or town which has elected to participate in the Local Housing Incentive Account program and negotiated affordable and life-cycle housing goals for the Municipality pursuant to Minnesota Statutes section 473.254.

(g) ***Project.*** "Project" means the grant-funded policy development activities for which funding is requested in the Grantee's application for Livable Communities Act Policy Development Grant Program funds.

(h) ***Policy Area.*** "Policy Area" means: (1) the Grantee or a Participating Municipality to which the policy will apply; or (2) if the policy will not apply to physical development projects on a city-wide basis, the specific geographic boundary of the area(s) to which the policy will apply, such as a station area. The Policy Area cannot include regional park lands. The Policy Area may include regional trails that cross through or are located adjacent to the Policy Area, but neither the policy nor its application may alter or eliminate any regional park lands or trails.

II. GRANT FUNDS

2.01. Source of Funds. The grant funds made available to the Grantee under this Agreement are from the Livable Communities Demonstration Account of the Metropolitan Livable Communities Fund. The grant funds are derived from the property tax authorized by Minnesota Statutes section 473.253, subdivision 1, and are not from State or federal sources.

2.02. Grant Amount. The Council will grant to the Grantee the "Grant Amount" identified at Page 1 of this Agreement. The Council's obligation to reimburse the Grantee for eligible grant-funded expenditures shall not exceed the Grant Amount. Notwithstanding any other provision of this Agreement, the Grantee understands and agrees that any reduction or termination of Livable Communities Demonstration Account funds made available to the Council may result in a like reduction in the Grant Amount made available to the Grantee.

2.03. Authorized Use of Grant Funds. The Grant Amount made available to the Grantee under this Agreement shall be used only for the purposes and activities described in the application for Livable Communities Act Policy Development Grant Program funds. A summary of the Project ("Project Summary") that describes eligible uses of the grant funds as approved by the Council is attached to and incorporated into this Agreement as Attachment A. Grant funds must be used to fund the initiatives specified in Minnesota Statutes section 473.25(b), in a Participating Municipality.

2.04. Ineligible Uses. Grant funds must be used for costs directly associated with the Project activities for which the Council awarded grant funds and shall not be used for: land acquisition, demolition, infrastructure, or construction costs; administrative overhead; travel expenses; food or beverages (except reasonable expenses related to eligible community engagement activities in accordance with program guidelines); legal fees; insurance; bonds; permits, licenses or authorization fees; costs associated with preparing grant proposals; operating expenses; planning costs that are not identified as eligible grant-funded activities in the application guide, including comprehensive planning costs; prorated lease and salary costs; and marketing expenses. Grant funds may not be used for any costs related to policy development activities that occurred prior to the Council Action. A detailed list of ineligible and eligible costs is available from the Council's Livable Communities program office. Grant funds also shall not be used by the Grantee or others to supplant or replace: (a) grant or loan funds obtained for the Project from other sources; or (b) Grantee contributions to the Project, including financial assistance or other resources of the Grantee; or (c) funding or budgetary commitments made by the Grantee or others prior to the Council Action, unless specifically authorized in Attachment A. The Council shall bear no responsibility for cost overruns which may be incurred by the Grantee or others in the implementation or performance of the Project activities. The Grantee agrees to comply with any "business subsidy" requirements of Minnesota Statutes sections 116J.993 to 116J.995 that apply to the Grantee's expenditures or uses of the grant funds.

2.05. Restrictions on Loans. The Grantee shall not use the grant funds to make loans to any subgrantee, subrecipient, or contractor and the Grantee shall not permit any subgrantee, subrecipient, or contractor to use the grant funds for loans to any subrecipient at any tier. The requirements of this Section 2.05 shall be included in all subgrant and subrecipient agreements, and contracts.

2.06. Project Changes. The Grantee must promptly inform the Council in writing of any significant changes to the Project activities described or identified in Attachment A. Failure to inform the Council of any significant changes to the Project or significant changes to grant-funded Project activities, and use of grant funds for ineligible or unauthorized purposes, may jeopardize the Grantee's eligibility for future LCA awards. Grant funds will not be disbursed prior to Council approval of significant changes to the Project or to the grant-funded activities described or identified in Attachment A.

2.07. Budget Variance. The Grantee may reallocate up to twenty percent (20%) of the Grant Amount among the grant-funded activities, provided: (a) the grant funds may be used only for Policy Development Project activities for which the Council awarded the grant funds; (b) the reallocation does not significantly change the Policy Development Project deliverables; and (c) the Grantee receives written permission from Council staff prior to reallocating any grant funds. Council staff may administratively approve budget reallocation requests that exceed twenty percent (20%) of the Grant Amount only if the reallocation does not significantly change the Policy Development Project deliverables. Notwithstanding the aggregate or net effect of any variances, the Council's obligation to provide grant funds under this Agreement shall not exceed the Grant Amount identified at Page 1 of this Agreement.

2.08. Loss of Grant Funds. The Grantee agrees to remit to the Council in a prompt manner: any unspent grant funds, including any grant funds that are not expended prior to the Expiration Date identified at Page 1 of this Agreement; any grant funds that are not used for the authorized purposes; and any interest earnings described in Section 2.11 that are not used for the purposes of implementing the grant-funded Policy Development Project activities described or identified in Attachment A. For the purposes of this Agreement, grant funds are "expended" prior to the Expiration Date if the Grantee pays or is obligated to pay for expenses of eligible grant-funded Policy Development Project activities that occurred prior to the Expiration Date and the eligible expenses were incurred prior to the Expiration Date. Unspent or unused grant funds and other funds remitted to the Council shall revert to the Council's Livable Communities Demonstration Account for distribution through application processes in future Funding Cycles or as otherwise permitted by law.

2.09. Payment Request Forms and Disbursements. Subject to the terms and conditions in Section 2.10, the Council will disburse grant funds in response to payment requests submitted by the Grantee through the Council's online grants management system and reviewed and approved by the Council's authorized agent. Payment requests shall be made using payment request forms, the form and content of which will be determined by the Council. Payment request and other reporting forms will be provided to the Grantee by the Council. The Council will disburse grant funds on a reimbursement basis or a "cost incurred" basis. To obtain reimbursement under this Agreement, the Grantee shall provide the Council with evidence that Project activities (or a portion thereof) for which reimbursement is requested have been satisfactorily completed. The Grantee shall describe the grant-eligible activities for which reimbursement is requested and shall provide sufficient documentation of grant-eligible expenditures, invoices and payment documents, and such other information as the Council reasonably requests. The Council will make the final determination whether the expenditures are eligible for reimbursement under this Agreement and verify the total amount requested from the Council. Reimbursement of any cost does not constitute a waiver by the Council of any Grantee noncompliance with this Agreement.

The Council shall disburse grant funds for grant-eligible expenditures within thirty-five (35) days of the receipt of satisfactory documentation from the Grantee. **NOTWITHSTANDING THE PROVISIONS OF THIS SECTION 2.09, THE COUNCIL WILL NOT DISBURSE ANY GRANT FUNDS TO THE GRANTEE UNLESS THE GOVERNING BODY OF THE GRANTEE HAS ADOPTED A FAIR HOUSING POLICY AS REQUIRED BY SECTION 5.12.**

2.10 Partial Disbursements; Final Payment. The Council will disburse seventy-five percent of the amount of each payment request submitted under Section 2.09. The Council will pay the twenty-five percent withheld when the Grantee: (a) completes the Project; (b) submits a final request for payment and the Final Report required under Section 3.03; and (c) provides documentation evidencing the Grantee's or the Participating Municipality's submittal of the development policy to the governing body of the Grantee or the governing body of the Participating Municipality. If a final policy is not submitted to the governing body of the Grantee or the governing body of the Participating Municipality within the term and closeout period under Section 4.01, the Council will not be obligated to disburse the twenty five percent withheld and the withheld grant funds shall revert to the Council's Livable Communities Demonstration Account for distribution through application processes in future Funding Cycles or as otherwise permitted by law.

2.11 Interest Earnings. If the Grantee earns any interest or other income from the grant funds received from the Council under this Agreement, the Grantee will use the interest earnings or income only for the purposes of implementing the Policy Development Project activities described or identified in Attachment A.

III. ACCOUNTING, AUDIT AND REPORT REQUIREMENTS

3.01. Accounting and Records. The Grantee agrees to establish and maintain accurate and complete accounts and records relating to the receipt and expenditure of all grant funds received from the Council. Notwithstanding the expiration and termination provisions of Sections 4.01 and 4.02, such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years following the completion of the Policy Development Project activities described or identified in Attachment A or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Accounting methods shall be in accordance with generally accepted accounting principles.

3.02. Audits. The above accounts and records of the Grantee shall be audited in the same manner as all other accounts and records of the Grantee are audited and may be audited or inspected on the Grantee's premises or otherwise by individuals or organizations designated and authorized by the Council at any time, following reasonable notification to the Grantee, for a period of six (6) years following the completion of the Policy Development Project activities or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Pursuant to Minnesota Statutes section 16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the Grantee that are relevant to this Agreement are subject to examination by the Council and either the Legislative Auditor or the State Auditor, as appropriate, for a minimum of six (6) years.

3.03. Report Requirements. The Grantee will report to the Council on a semi-annual basis by January 31 (for the period July 1 through December 31) and July 31 (for the period January 1 through

June 30) of each calendar year during the term of this Agreement. The Grantee reports shall describe the status of the Policy Development Project activities described or identified in Attachment A. The reports shall also describe the project spending for the current reporting period and projected spending for future reporting periods. The Grantee must complete and submit to the Council a Final Report before the final disbursement of grant funds will be approved. The form and content of the Final Report will be determined by the Council. These reporting requirements shall survive the expiration or termination of this Agreement.

IV. AGREEMENT TERM

4.01. Term and Closeout. This Agreement is effective (the "Effective Date") upon execution of this Agreement by the Council. Unless terminated pursuant to Section 4.02, this Agreement expires on the "Expiration Date" identified at Page 1 of this Agreement. Failure of the Grantee to timely execute this Agreement does not extend the Expiration Date. The Grantee has 120 calendar days after the Expiration Date to provide documentation and information necessary to closeout this Agreement and receive disbursements for eligible grant-funded Policy Development Project activities as prescribed in Section 2.03. If the Grantee fails to provide necessary documentation and information during this 120-day closeout period, the Grantee shall not be eligible to receive any unpaid grant funds and the Council will not disburse any unpaid grant funds to the Grantee. This 120-day closeout period does not extend any Grantee reporting deadlines established in this Agreement or authorize the Grantee to expend or commit any grant funds after the Expiration Date. **ALL GRANT FUNDS NOT EXPENDED BY THE GRANTEE PRIOR TO THE EXPIRATION DATE AND REQUESTED FOR REIMBURSEMENT PRIOR TO THE END OF THE CLOSEOUT PERIOD SHALL REVERT TO THE COUNCIL.**

4.02. Termination. This Agreement may be terminated by the Council for cause at any time upon fourteen (14) calendar days' written notice to the Grantee. Cause shall mean a material breach of this Agreement and any amendments of this Agreement. If this Agreement is terminated prior to the Expiration Date, the Grantee shall receive payment on a pro rata basis for eligible Project activities described or identified in Attachment A that have been completed prior to the termination. Termination of this Agreement does not alter the Council's authority to recover grant funds on the basis of a later audit or other review and does not alter the Grantee's obligation to return any grant funds due to the Council as a result of later audits or corrections. If the Council determines the Grantee has failed to comply with the terms and conditions of this Agreement and the applicable provisions of the Metropolitan Livable Communities Act, the Council may take any action to protect the Council's interests and may refuse to disburse additional grant funds and may require the Grantee to return all or part of the grant funds already disbursed.

4.03. Amendments and Extension. The Council and the Grantee may amend this Agreement by mutual agreement. Amendments or an extension of this Agreement shall be effective only on the execution of written amendments signed by authorized representatives of the Council and the Grantee. If the Grantee needs a change to the Project, additional time within which to complete the grant-funded activities, a change in the budget, or a change in grant-funded activities the Grantee must submit to the Council **AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE,** a complete, written amendment request. All requirements must be met for a request to be considered complete. **THE EXPIRATION DATE MAY BE EXTENDED BASED ON METROPOLITAN**

COUNCIL POLICY, BUT THE PERIOD OF ANY EXTENSION(S) SHALL NOT EXCEED ONE (1) YEAR BEYOND THE ORIGINAL EXPIRATION DATE IDENTIFIED AT PAGE 1 OF THIS AGREEMENT.

V. GENERAL PROVISIONS

5.01. Equal Opportunity. The Grantee agrees it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, gender identity, marital status, status with regard to public assistance, familial status, membership or activity in a local civil rights commission, disability, sexual orientation or age and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

5.02. Conflict of Interest. The members, officers, and employees of the Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

5.03. Liability. Subject to the limitations provided in Minnesota Statutes chapter 466, to the fullest extent permitted by law, the Grantee shall defend, indemnify, and hold harmless the Council and its members, employees, and agents from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the conduct or implementation of the Project activities funded by this grant, except to the extent the claims, damages, losses, and expenses arise from the Council's own negligence. Claims included in this indemnification include, without limitation, any claims asserted pursuant to the Minnesota Environmental Response and Liability Act (MERLA), Minnesota Statutes chapter 115B, the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended, United States Code, title 42, sections 9601 *et seq.*, and the federal Resource Conservation and Recovery Act of 1976 (RCRA) as amended, United States Code, title 42, sections 6901 *et seq.* This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which otherwise would exist between the Council and the Grantee. The provisions of this section shall survive the expiration or termination of this Agreement. This indemnification shall not be construed as a waiver on the part of either the Grantee or the Council of any immunities or limits on liability provided by Minnesota Statutes chapter 466, or other applicable state or federal law.

5.04. Acknowledgments and Signage. The Grantee will acknowledge the financial assistance provided by the Council in promotional materials, press releases, reports and publications relating to the Project. The acknowledgment will contain the following or similar language:

> *Funding support for this project was provided by the Metropolitan Council Metropolitan Livable Communities Fund.*

The acknowledgment should refer to the "Metropolitan Council" (not "Met Council" or "Metro Council").

5.05. Permits, Bonds and Approvals. The Council assumes no responsibility for obtaining any applicable local, state, or federal licenses, permits, bonds, authorizations, or approvals necessary to perform or complete any Project activities described or identified in Attachment A.

5.06. Subgrantees, Contractors and Subcontractors. The Grantee shall include in any subgrant, contract or subcontract for Project activities appropriate provisions to ensure subgrantee, contractor, and subcontractor compliance with all applicable state and federal laws and this Agreement. Along with such provisions, the Grantee shall require that contractors and subcontractors performing work covered by this grant comply with all applicable state and federal Occupational Safety and Health Act regulations.

5.07. Stormwater Discharge and Water Management Plan Requirements. To the extent appropriate, the Project should include consideration of stormwater discharge and water management plan requirements in federal and state laws, the Council's *2040 Water Resources Policy Plan*, and the local water management plan(s) for the jurisdiction(s) within which the Project Area is located.

5.08. Authorized Agent. Payment request forms, written progress reports, and correspondence submitted to the Council pursuant to this Agreement shall be directed to the Authorized Agent named below or their successor through the Council's online grants administration portal or to the below contact information:

Attn: Samuel F. Johnson
Metropolitan Council
CD & MTS Finance and Administration
390 Robert Street North
Saint Paul, Minnesota 55101-1805
samuel.johnson@metc.state.mn.us

5.09. Non-Assignment. Minnesota Statutes section 473.253, subdivision 2, requires the Council to distribute grant funds to eligible "municipalities," metropolitan-area counties, or "development authorities" for projects in municipalities participating in the Local Housing Incentives Account program. Accordingly, this Agreement is not assignable and shall not be assigned by the Grantee.

5.10. Authorization to Reproduce Images. The Grantee certifies that the Grantee: (a) is the owner of any renderings, images, perspectives, sections, diagrams, photographs or other copyrightable materials (collectively, "copyrightable materials") that are in the Grantee's application or are submitted to the Council as part of the grant application review process or after grant award, or that the Grantee is fully authorized to grant permissions regarding the copyrightable materials; and (b) the copyrightable materials do not infringe upon the copyrights of others. The Grantee agrees the Council has a nonexclusive royalty-free license and all necessary permissions to reproduce and publish the copyrightable materials for noncommercial purposes, including but not limited to press releases, presentations, reports, and on the internet. The Grantee also agrees the Grantee will not hold the Council responsible for the unauthorized use of the copyrightable materials by third parties.

5.11. Warranty of Legal Capacity. The individuals signing this Agreement on behalf of the Grantee and on behalf of the Council represent and warrant on the Grantee's and the Council's behalf respectively that the individuals are duly authorized to execute this Agreement on the Grantee's and the Council's behalf respectively and that this Agreement constitutes the Grantee's and the Council's valid, binding, and enforceable agreements.

5.12. Fair Housing Policy. If the Project will include a housing component, the governing body of the Grantee must have adopted a Fair Housing Policy. For the purposes of this section, the term "Fair Housing Policy" means a written statement regarding the Grantee's commitment to fair housing that substantively includes at least the following elements: a purpose statement; procedures for responding to fair housing concerns and complaints; and a designated individual or staff position responsible for fair housing issues. A best practices guide, as well as a copy of a model local fair housing policy is available at: https://metrocouncil.org/Handbook/Files/Resources/Best-Practices/Fair-Housing-Policy-Guide.aspx.

5.13. Counterparts. This Agreement may be executed in counterpart, each of which counterpart constitutes an original, but both of which together constitute one instrument.

5.14. Electronic Signatures. The electronic signatures of the Council's and the Grantee's authorized representatives shall be valid as the original signatures of the authorized representatives and shall be effective to bind the Council and the Grantee under this Agreement. This Agreement containing, or to which there is affixed, an electronic signature shall be deemed to (a) be "written" or "in writing"; (b) have been signed; and (c) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. "Electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (*e.g.*, via PDF) of an original signature. The Council's or the Grantee's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

This space intentionally left blank. Signature page follows.

IN WITNESS WHEREOF, the Grantee and the Council have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date of final execution by the Council.

CITY OF NEW BRIGHTON

By: _____

Title: Mayor

Date: January 23, 2024

By: _____

Title: City Manager

Date: January 23, 2024

By: _____

Title: _____

Date: _____

Approved as to form:

By: _____

Title: City Attorney

Date: February 14, 2024

METROPOLITAN COUNCIL

By: _____
LisaBeth Barajas, Executive Director
Community Development Division

Date: _____

ATTACHMENT A

POLICY DEVELOPMENT PROJECT SUMMARY

This attachment comprises this page and the succeeding page(s) which contain(s) a summary of the Project described in the application for Livable Communities Act Policy Development Grant Program grant funds submitted in response to the Council's notice of availability of Livable Communities Act Policy Development Grant Program funds for the Funding Cycle identified at Page 1 of this Agreement. The summary reflects the Project activities for which the Grantee was awarded grant funds by the Council Action, and may reflect changes in Project funding sources, changes in funding amounts, or minor changes in the proposed Project that occurred subsequent to application submission. The application is incorporated into this Agreement by reference and is made a part of this Agreement as follows. If the application or any provision of the application conflicts with or is inconsistent with the Council Action, other provisions of this Agreement, or the Project Summary contained in this Attachment A, the terms, descriptions, and dollar amounts reflected in the Council Action or contained in this Agreement and the Project Summary shall prevail. For the purposes of resolving conflicts or inconsistencies, the order of precedence is: (1) the Council Action; (2) this Agreement; (3) the Project Summary and Location(s); and (4) the grant application.

PROJECT SUMMARY

Grant Number: **SG-19632**
Type: LCDA Policy Development
Applicant: City of New Brighton
Project Name: New Brighton Housing Study Implementation: Accessory Dwelling Units (ADUs)
Project Location: New Brighton
Council District: 2 – Chamblis

Project Detail	
Project Overview	The new policy will set accessory dwelling unit (ADU) regulations in the city with goals to provide housing units at more affordable price points, offer an aging in place option, and increase density in the city.
Support for Award	• New housing types will be created giving more housing options in the city. • The need for the policy came out of a housing study commissioned by the City last year.
Funding	
Grant Amount	$36,400
Use of funds	
Amount	**Uses and Deliverables to be completed by the end of the grant term**
$36,400	**Activity:** Consultant Time **Deliverable:** Final policy that will be presented to City Council for adoption.

Exhibit B:

Contract for Services with Bolton & Menk

(17 pages)

AGREEMENT FOR PROFESSIONAL SERVICES MN

ACCESSORY DWELLING UNIT ORDINANCE

CITY OF NEW BRIGHTON, MINNESOTA and BOLTON & MENK, INC.

This Agreement, made this ____ day of January 2024, by and between CITY OF NEW BRIGHTON, 803 Old Highway 8 NW, New Brighton, Minnesota 55112, ("CLIENT"), and BOLTON & MENK, INC., 12224 Nicollet Avenue, Burnsville, Minnesota 55337, ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services in conjunction with ACCESSORY DWELLING UNIT ORDINANCE ("Project") and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

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

SECTION 1 - CONSULTANT'S SERVICES

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

B. Upon mutual agreement of the parties, Additional Services may be authorized as described in Paragraph 4.B and this Agreement will be revised accordingly in writing.

SECTION 2 - THE CLIENT'S RESPONSIBILITIES

A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section 3 of this Agreement.

B. The CLIENT shall place any and all previously acquired information 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 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 A.

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 3 - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the attached Exhibit B Schedule of Fees ("Schedule of Fees") for the time spent in performance of Agreement services. Total cost of services shall not exceed $36,400.00 without the prior written consent of CLIENT.

2. Additional services as outlined in Section 1.B and 4.B will vary depending upon project conditions and will be billed in addition to the Not-to-Exceed Fee on an hourly basis at the rates described in Exhibit B or as that Exhibit may subsequently be adjusted as described below.

3. The attached Schedule of Fees shall apply for services provided through December 31, 2024. Hourly rates may be adjusted by CONSULTANT on an annual basis thereafter to reflect reasonable changes in its operating costs. Adjusted rates will become effective on January 1st of each subsequent year.

4. 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.

5. 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 fees 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.

6. Reimbursable Direct Expenses: Except for those expenses identified in Paragraph 3.A.5, any expenses required to complete the agreed scope of services or identified in this paragraph will be listed separately on the invoice, 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 any limit set forth in Section 3.A.

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 undisputed 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 undisputed 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 undisputed 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 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 the contract for a period of six years.

SECTION 4 - 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. CONSULTANT shall exercise due professional care to comply with applicable federal, state, and local laws, rules, ordinances, and regulations in performing this Agreement, 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 A, 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. Except for Additional Services required to address emergencies or acts of God that impact the Project, the CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work.

C. LIMITATION OF LIABILITY

1. General Liability of CONSULTANT. For liability other than professional acts, errors, or omissions, and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CLIENT 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 and omissions in the non-professional services of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants.

2. Professional Liability of CONSULTANT. With respect to professional acts, errors and omissions and to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party 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 a negligent act, error or omission of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT's liability insurance policies.

3. General 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, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party 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.

4. 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.

5. 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.

6. CLIENT waives all claims against individuals involved in the services provided by CONSULTANT under this Agreement and agrees that any claim, demand, or suit shall be directed/asserted only against the CONSULTANT's corporate entity.

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.

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 A 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.

2. 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 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 written mutual agreement of both parties.

K. HAZARDOUS MATERIALS

1. Except as expressly stated in Exhibit A, the parties acknowledge that CONSULTANT'S Services do not include any services related to Constituents of Concern. If CONSULTANT or any other party encounters, uncovers, or reveals a Constituent of Concern at the Project site or should it become known in any way that such materials may be present at the site or any adjacent areas that may affect the performance of the CONSULTANT's services, then CONSULTANT may, at its option and without liability for consequential or any other damages: 1) suspend performance of Services on the portion of the Project affected thereby until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove such materials, and warrant that the site is in full compliance with applicable laws and regulations; or, 2) terminate this Agreement for cause if it is not practical to continue providing Services.

    a. Constituent of Concern is defined as asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

L. TERMINATION

1. For Cause: This Agreement may be terminated 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.

    a. For termination by CONSULTANT, Cause includes, but is not limited to, failure by CLIENT to pay undisputed 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.

    b. Notwithstanding the foregoing and with consent of terminating party, this Agreement will not terminate under paragraph 4.L.1 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.

2. For Convenience: This Agreement may be terminated for convenience by CLIENT upon 7 days written notice to CONSULTANT.

3. 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 3 of this Agreement. Upon receipt of payment, 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 4.H.

4. In event of termination by CLIENT for cause, CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination and, upon receipt of payment, CONSULTANT shall deliver to CLIENT and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to the provisions of Section 4.H. All other matters will be resolved in accordance with the Dispute Resolution clause of this Agreement.

M. 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.

N. 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.

O. 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 it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

P. ASSIGNMENT

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

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section 4 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.

R. 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.

S. 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 can be met, in federal court in the district in which the project is located.

T. 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.

U. 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.

V. ETHICAL STANDARDS

No member, officer, employee, or agent of the CLIENT or of a local public body thereof during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the benefits therefrom.

SECTION 5 - 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 New Brighton, Minnesota	CONSULTANT: Bolton & Menk, Inc.
Signature	Signature
Craig Schlichting, Director of Community Assets and Development Printed Name	Haila Maze Printed Name
Date	Date
Address for giving notice:	Address for giving notice:
803 Old Highway 8 NW	12224 Nicollet Ave
New Brighton, Minnesota 55112	Burnsville, MN 55337

CLIENT's Representative with authority for ordering services and transmitting instructions:

Ben Gozola, Assistant Director or Community Assets and Development

Attachments:
Exhibit A Basic Services (Amended Proposal)
Exhibit B Schedule of Fees

Exhibit A

Basic Services

Revised Proposal 1/16/2024

BOLTON & MENK
Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

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

January 16, 2024

Mr. Ben Gozola
Assistant Director of Community Assets and Development
City of New Brighton
803 Old Highway 8
New Brighton, MN 55112

RE: Professional Services Proposal – Code Update for Accessory Dwelling Units

Dear Mr. Gozola,

You have inquired about a cost estimate to update the City's Zoning Ordinance and City Code to include provisions for accessory dwelling units (ADUs). Bolton & Menk is pleased to provide you with a quote for budgeting purposes. Upon your review of this quote, we are happy to work with you to develop a final scope of work and cost estimate.

Potential Scope of Work

Bolton & Menk has developed ADU ordinance language for other clients, most recently Cities of Brooklyn Center and International Falls. Our planners also implement ADU standards in the communities where we provide daily planning services. The anticipated tasks involved in this update are listed below. We have assumed the project will take 4-6 months to complete. This timeline may be shortened or lengthened, depending on the number of issues to be addressed.

Assumptions

This quote is based on the following assumptions:

- City staff provides feedback on a list of options to be considered.
- The update does not include the development of any new zoning districts, or changes in existing processes.

Task 1: Project Initiation and Project Management

Project Kickoff: The Bolton & Menk project team will attend a project kickoff meeting with the City of New Brighton staff to discuss the needs and finalize the scope of work. A kickoff with the Council was held on 9/26/2023 to refine the scope of work.

Issue Identification: Understanding the issues and expectations of staff is essential in defining where our efforts should be focused. We expect the City staff to provide insights and desired outcomes and any community specific items to be considered.

Task 2: Draft Code Language

Research Existing Ordinances: Our team will review several (up to 10) different ADU ordinances to provide some ideas and concepts for consideration into a New Brighton Ordinance

including land use and licensing. We will also review the existing ordinance language and how to best incorporate ADU provisions into the existing ordinance.

Draft Zoning Ordinance: Our team will draft code language addressing ADUs. This language will be provided to staff for review and comments.

Draft Licensing Provisions: Our team will draft code language that addresses ADUs as a licensed business, similar to rental housing. Current rental licensing provisions will be reviewed and draft code language for licensing ADUs will be provided.

Revised Language: Our team will respond to staff comments and provide updated language. This task includes up to two revisions of the initial language.

Review for consistency with Comprehensive Plan: In our experience, it's possible that the Comprehensive Plan may need to be amended to allow for the additional units and increased density. A review of the Comprehensive Plan for consistency with the proposed provisions will be done.

Task 3: Community Engagement

Council check-in: We will meet with the City Council on engagement before engaging the public.

Website survey: We will do two different surveys. We will create and provide a link to an online survey to gather input at the onset from the general public on accessory dwelling units. This survey may include images of ADUs to get specific feedback. And then once a draft ordinance is created, we will provide another online survey to garner feedback on the specific proposal. We would work with the City to push out the survey link on the city's website and city social media or elsewhere.

Equity Commission: We will attend one Equity Commission to get input early on. If the budget allows, we will do a follow-up with the Equity Commission on a draft ordinance.

Town Hall Meeting: We will host one public engagement meeting or open house to garner public input on the subject. This will likely be at the onset of the project to identify issues. It can also be scheduled after draft concepts have been prepared. This can also be modified to be an on-site meeting if it's determined that approach would garner more input. The preferred approach can be discussed at the project kickoff.

In-person on-site meeting: We can provide an opportunity for more engagement by meeting residents where they are. This could include a neighborhood meeting or community events. The budget includes 1 of these meetings to be determined.

At all of the in-person and online engagement opportunities, we can provide materials/handouts in other languages. The proposed budget allows for two handouts in two languages other than English. More can be added at a per page/document price. Depending on availability, we may also be able to have staff present to speak to residents in multiple languages if that is desired.

Task 4: Staff, Planning Commission and City Council Coordination

This process involves regular coordination and updates to the staff, Planning Commission and City Council to review progress and provide direction.

Staff Coordination: Bolton & Menk proposes regular monthly remote check-ins during the course of the project. We anticipate up to four remote staff coordination meetings.

Planning Commission Updates: Bolton & Menk proposes attending regular Planning Commission meetings to review options and potential revisions and to receive feedback. We anticipate up to two Planning Commission meetings.

Other Commissions: If requested, we can also attend the Economic Development Commission to get input on the proposed ordinance. This would be an additional cost.

Task 5: City Code Adoption

This process involves final adoption of the ordinance.

Planning Commission Public Hearing: In addition to gathering Planning Commission input as part of the community engagement process, Bolton & Menk staff will attend a public hearing at the Planning Commission to report on the proposed ADU Ordinance and to answer questions.

City Council Approval: Bolton & Menk staff will attend the City Council meeting to present the proposed ADU Ordinance and answer questions.

Task 6: Implementation tools and Handouts

At the end of the process, we will create an easy-to-understand handout with the licensing and land use regulations for ADUs including graphics. Application materials (pdf's) can be created for the license or conditional use permit. These can be in alternative languages as needed and as the budget allows.

Task 7 Comprehensive Plan Amendment (if needed)

If needed, Bolton and Menk can process a Comprehensive Plan Amendment that would include ADUs and account for the increased density in the Land Use Chapter. This process could be done concurrently with the Zoning Ordinance Amendment.

Estimated Fees

Bolton & Menk estimates the fee to complete the above scope of work is approximately $36,400. A breakdown of the estimated hours and fee is as follows:

Task 1:	Project Initiation and Management	*17 hours*	*$3,300*
Task 2:	Research and Draft Code Language	*43 hours*	*$7,300*
Task 3:	Community Engagement	*71 hours*	*$11,400*
Task 4:	Staff, Planning Commission and City Council Coordination	*32 hours*	*$6,000*
Task 5:	City Code Adoption	*13 hours*	*$2,400*
Task 6:	Implementation tools/handout	*27 hours*	*$3,900*
Task 7	Comprehensive Plan Amendment (if needed)	*11 hours*	*$2,000*
	Materials, additional printing		*$100*
	Total Estimate	***214 hours***	***36,400***

This does not include cost estimates for interpretation and translation services beyond what is mentioned in this proposal and provided for in the budget in Task 3. These costs can be provided upon request.

Thank you for the opportunity to provide these services to the City. I will serve as your project manager on this project. Please feel free to contact me with any questions. I can be reached at (952) 378-6354 or jenni.faulkner@bolton-menk.com

Sincerely,

BOLTON & MENK, INC.

Jenni Faulkner

Jenni Faulkner
Senior Planner

Cc: Haila Maze, Principal Planner – Bolton & Menk

Exhibit B

Schedule of Fees

2024 SCHEDULE **OF FEES**

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2024. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. For projects with typical expenses and unless otherwise agreed, the above rates 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 typical project expenses, non-routine expenses, and expenses beyond the agreed scope of services, such as out of town travel expenses, long travel distances, large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	Hourly Billing Rates
Senior Project Manager	$180-261
Project Manager	$145-231
Senior Project Engineer	$148-216
Project Engineer	$130-201
Design Engineer	$115-176
Graduate Engineer	$120-156
Senior Planner	$118-231
Planner	$85-161
Senior Landscape Architect	$145-216
Landscape Architect	$130-161
Landscape Designer	$75-134
Licensed Project Surveyor	$160-191
Graduate Surveyor	$125-191
Survey Technician	$88-189
Senior Technician	$120-206
Technician	$85-176
Specialist*	$95-226
Practice Expert**	$178-311
Senior Principal	$208-328
Principal	$165-286
Administrative/Corporate Specialists	$88-176
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

No separate charges will be made for GPS or robotic field stations in Section 3, Item 1 survey assignments. The cost of this equipment is included in the rates for survey technicians.

*Specialized skills not listed above otherwise, not graphic design, public communication and engagement.

**Highly specialized and industry experts or products in the market or area of discipline.

RESOLUTION NO. 2024-015
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION TO CONSIDER SUPPORT OF RAMSEY COUNTY HSIP APPLICATION FOR 4 TO 3 CONVERSION ON PORTIONS OF LONG AND SILVER LAKE ROADS.

WHEREAS, Ramsey County is applying for Highway Safety Improvement Project (HSIP) federal funding for the following projects:

- 4 to 3 lane conversion on Long Lake Rd/10th Street from I694 to Old Highway 8
- 4 to 3 lane conversion on Silver Lake Rd from Mississippi St to Mounds View Blvd

WHEREAS, portions of these improvements are located within New Brighton's municipal boundaries; and

WHEREAS, Ramsey County will plan, implement, and maintain these facilities; and

WHEREAS, New Brighton has identified these facilities for pedestrian, bike and trail improvements in its Comprehensive Plan and Living Streets Policy;

NOW THEREFORE, BE IT RESOLVED that the City of New Brighton supports Ramsey Counties HSIP application and request for Federal funding for the design, and construction of the projects.

ADOPTED this 23rd day of January 2024, by the New Brighton City Council with a vote of 4 ayes and 0 nays.
(Niedfeldt-Thomas absent)

Kari Niedfeldt-Thomas, Mayor

ATTEST:

Devin Massopust, City Manager

Terri Spangrud, City Clerk

RESOLUTION 2024-014
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION APPROVING A PURCHASE AGREEMENT FOR THE PURCHASE OF CERTAIN PROPERTY FROM THE FULFORD FAMILY PARTNERSHIP L.P.

WHEREAS, The Fulford Family Partnership L.P., a Minnesota limited partnership ("Fulford") is the fee owner of certain real property located in the City of New Brighton ("City"), (PID No. 32-30-23-14-0012) which is legally described on the attached Exhibit A (the "Fulford Property"); and

WHEREAS, the City owns three parcels adjacent to the Fulford Property and desires to purchase a certain portion of the Fulford Property legally described as:

> That part of the South 10 acres of the Southeast Quarter of the Northeast Quarter of Section 32, Township 30, Range 23, Ramsey County, Minnesota lying West of the Westerly right-of-way line of the Minnesota Belt Line Railway, according to the United States Government Survey thereof and situate in Ramsey County, Minnesota.

(the "Property"); and

WHEREAS, Fulford and the City desire to enter into a purchase agreement pursuant to which Fulford will convey the Property to the City (the "Purchase Agreement"); and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Brighton:

1. That the City Council hereby approves the Purchase Agreement in substantially the form presented to the City Council, subject to modifications and addenda that do not alter the substance of the transaction and that are approved by the Mayor and the City Manager.

2. City officials, staff, and consultants are authorized to take all actions necessary to perform the City's obligations under the Purchase Agreement as a whole, including, without limitation, execution of any documents to which the City is a party referenced in or attached to the Purchase Agreement, and any other documents necessary for the Property to be conveyed to the City by Fulford, as all described in the Purchase Agreement.

ADOPTED this 23rd day of January 2024, by the New Brighton City Council with a vote of 4 ayes and 0 nays.

(Niedfeldt-Thomas Absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

EXHIBIT A

Legal Description of the Fulford Property

Tract A:

That part of the South 10 acres of the Southeast Quarter of the Northeast Quarter of Section 32, Township 30, Range 23, Ramsey County, Minnesota lying West of the Westerly right-of-way line of the Minnesota Belt Line Railway, according to the United States Government Survey thereof and situate in Ramsey County, Minnesota.

Tract B:

That part of the South 10 acres of the Southeast Quarter of the Northeast Quarter of Section 32, Township 30, Range 23, Ramsey County, Minnesota lying West of the Westerly right-of-way line of Interstate Highway 35W and lying East of the Easterly right-of-way line of Minnesota Belt Line Railway, according to the United States Government Survey thereof and situate in Ramsey County, Minnesota.

RESOLUTION NO. 2024-013
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION ACKNOWLEDGING AND ACCEPTING CHANGE FOR THE BETTER DONATIONS RECEIVED IN 2023

WHEREAS, the City of New Brighton invites and accepts donations to assist in programs and initiatives; and the City Council must officially designate depositories for funds: and

WHEREAS, one method by which community members can make donations to the City is the "Change for the Better" program; and

WHEREAS, participants in the "Change for the Better" program authorize the City to round the amount of their quarterly utility bill up to the nearest dollar, or add a fixed amount to their bill; and

WHEREAS, the contributions received from this program in 2023 are designated for improvements to New Brighton parks, Parks and Recreation program scholarships, or Parks and Recreation program enhancements; and

WHEREAS, it is the City Council's desire to acknowledge and express appreciation to all participants for their donations;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton to hereby approve the resolution acknowledging and accepting donations received in 2023 as follows:

1. $2,306.49 from participants in the "Change for the Better" Program; and

2. Designate these contributions for improvements to New Brighton parks, Parks and Recreation program scholarships, or Parks and Recreation program enhancements.

ADOPTED this 23rd day of January 2024 by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Niedfeldt-Thomas absent.)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION 2024-012
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION EXTENDING THE EFFECTIVE DATE FOR A FINAL PLAT PREVIOUSLY APPROVED VIA RESOLUTION 2023-034

WHEREAS, an after-the-fact request has been made by the Silver Oaks Homeowners' Association to extend the effective date for approval of the Silver Oak Estates No. 6 Final Plat approved via resolution 2023-034 on March 28th, 2023, and

WHEREAS, the findings of fact supporting an after-the-fact deadline extension is as follows:

1. A PRD Amendment, which included the Silver Oak Estates No. 6 plat, was approved in March of 2023 via resolution 2023-034. The new plat would place 3024 18th St NW on its own lot and allow the City to issue a building permit to that resident family to construct an addition needed to address health concerns of a family member.
2. Given the urgency of the situation, a building permit was issued for the needed addition following plat approval with the agreement the association would complete all needed additional steps over the summer months including vacation of a D&U easement and filing of the final plat.
3. As the addition was going up, the resident unfortunately succumbed to their health issues putting completion of all outstanding items on hold. Given their loss, neither the City nor the HOA saw benefit in forcing the resident family to immediately participate in finalizing outstanding plat issues, so the matter was left open for much of 2023.
4. With ample time having now passed, the HOA has now applied for the required easement vacation, and have requested an extension to the effective date for the approved final plat.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Brighton, that the effective date of the final plat for Silver Oak Estates No. 6 approved via Resolution 2023-034 is hereby extended to June 1, 2024, subject to the following condition:

1. Continued compliance with Resolution 2023-034

ADOPTED this 23rd day of January, 2024, by the New Brighton City Council with a vote of 4 ayes and 0 nays.

(Niedfeldt-Thomas absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION ~~909~~ 2024-011
CITY COUNCIL
CITY OF NEW BRIGHTON

RESOLUTION AUTHORIZING PUBLICATION OF ORDINANCE NO. 909 BY TITLE AND SUMMARY

WHEREAS, the city council of the City of New Brighton has adopted Ordinance No. 909 an ordinance to update parking requirements throughout the city; and

WHEREAS, the ordinance is lengthy; and

WHEREAS, Minnesota Statutes, section 412.191, subd. 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps; and

WHEREAS, the City Council believes that the following summary would clearly inform the public of the intent and effect of the ordinance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton, that the City Clerk shall cause the following summary of Ordinance No. 909 be published in the official newspaper in lieu of the entire ordinance:

Public Notice

The City Council of the City of New Brighton has adopted Ordinance No. 909 which updates parking requirements throughout the city. The minimum number of stalls required remains the same or is decreased for most uses. A maximum number of stalls on non-residential sites has been added. Flexibility from the minimum or maximum has been incorporated such as shared or proof of parking or with specific encouraged parking enhancements such as EV charging. Existing regulations have also been modified and reorganized to include all parking standards with the updated parking ordinance. The full ordinance text is available for inspection at City Hall during regular business hours and will be emailed or sent to any party upon request.

Mayor Kari Niedfeldt-Thomas

BE IT FURTHER RESOLVED by the City Council of the City of New Brighton that the City Clerk keep a copy of the ordinance at city hall for public inspection, and that a full copy of the ordinance be posted in a public place within the city.

Adopted this 9th day of January, 2024 by the City of New Brighton City Council with voting as follows:

Mayor Kari Niedfeldt-Thomas: Aye

Abdullahi Abdulle: Absent

Emily Dunsworth: Aye

Graeme Allen: Aye

Pamela Axberg: Aye

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-010
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION MAKING FINDINGS OF FACT AND APPROVING A PRELIMINARY AND FINAL PLAT FOR A SUBDIVISION OF THE PROPERTY AT 2310 LEONA DRIVE

WHEREAS, the City of New Brighton is a municipal corporation, organized and existing under the laws of the State of Minnesota; and,

WHEREAS, the City Council of the City of the New Brighton has adopted a comprehensive plan and corresponding zoning regulations to promote orderly development and utilization of land within the city; and,

WHEREAS, Nick Anderson (the "Applicant") owns the land at 2310 Leona Drive which is legally describe as:

(PER STEWART TITLE GUARANTY CO. TITLE COMMITMENT NO. 281076)

The South 216.5 feet of the North 761.3 feet of the West 155.7 feet of the Southeast Quarter of the Northwest Quarter of Section 18, Township 30, Range 23, Ramsey County, Minnesota subject to easement for street purposes over the Easterly 8 feet.

and

WHEREAS, staff fully reviewed both requests and prepared a report for consideration by the Planning Commission on November 21, 2023; and

WHEREAS, the Planning Commission recommended conditional approval of the requests based on the applicant's submittals and findings of fact; and

WHEREAS, the City Council held a public hearing on the request plat at their November 28th, 2023 meeting and considered input from residents; and

WHEREAS, the City Council considered on November 28th, 2023, the recommendations of the Planning Commission, staff, the Applicant's submissions, the contents of the staff report, and other evidence available to the Council.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of New Brighton hereby approves the requested Preliminary and Final Plat for the Lots on Leona subdivision based on the following findings of fact:

1. *The subject property is guided for Low Density use by the 2040 Comprehensive Plan, and R-1 zoning standards are consistent with this land use classification;*

2. *The existing home will continue to be legal nonconforming to setback requirements on Lot 1, and the buildable area on proposed Lot 2 will provide ample space for a new single-family home to be built.*

3. *Both lots will be conforming to minimum area and width standards for R-1 zoned property.*

4. *All required drainage and utility easements will be established as a result of this plat;*

5. *Each of the proposed lots will have adequate access to the local roadway system;*

6. *Each of the proposed lots can be adequately served by existing municipal services;*

7. *No public safety concerns were identified;*

8. *Identified impacts and issues can be addressed via conditions.*

BE IT FURTHER RESOLVED, that approval of the Preliminary Plat and Final Plat shall be subject to the following conditions:

1. *Prior to signing of the final mylars:*
   a. *Engineering comments in the 10/25/23 Engineering Memo (attached) shall be addressed to the satisfaction of the City Engineer;*
   b. *Legal updates as required by Ramsey County or the City Attorney shall be implemented.*
   c. *The concurrent ROW vacation process to eliminate the unused 33' of ROW across the eastern portion of this property must be successfully completed.*

2. *An outside sewer and water permit will be required for domestic water and sanitary sewer service connections.*

3. *Lot 1 shall either enter into an encroachment agreement with the City for existing improvements, or all improvements within the right-of-way and drainage & utility easements may be removed.*

4. *A curb cut permit will be required for future development of Lot 2.*

5. *Grading conditions:*
   a. *A site grading plan shall be required as part of the building permit process.*
   b. *Tracking of dirt into Leona Drive shall be monitored and addressed in a timely manner, or the developer and/or builder must agree to paying for street sweeping services when directed to do so by the City.*

6. *All utilities (i.e. telephone, electric, gas service lines, etc) are to be placed underground in accordance with the provisions of all applicable City ordinances.*

7. *An outside sewer and water permit will be required for domestic water and sanitary sewer service connections. Connections shall be inspected by New Brighton Public Works.*

8. *Lighting shall not shine directly into the public right-of-way or onto any adjacent residential lot.*

9. *Reference monuments shall be placed in the subdivision as required by state law.*

10. *All fencing in the front yards of both Lots 1 & 2 shall be removed.*

11. *Removal of trees (if necessary) shall only be done at the appropriate time of year per the City Forester to avoid the potential spread of disease for the species in question (primarily a concern for the existing Oak on Lot 2).*

12. *Prior to initiating future construction activities, the applicant shall confirm with the RCWD that no permit is still needed based on any factors that were unknown at the time of this plat review (i.e. engineering ultimately requires regrading of the rear yards to address drainage concerns). If a permit is needed at that time, it must be acquired by the applicant prior to the building permit being issued.*

13. *The applicant shall have the final plat reviewed by Ramsey County for needed changes prior to production of final mylars for signature. Changes requested by Ramsey County can be administratively approved by staff.*

14. *The applicant shall supply a title opinion to the City for legal review, and shall make any required updates to the Final Plat as required by the City Attorney to address legal concerns.*

15. *The applicant shall pay a park dedication fee of $1825 to the City prior to the City signing the final plat.*

ADOPTED this 9th day of January, 2024, by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Abdulle Absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION 2024-009
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION VACATING A PORTION OF
UNUSED RIGHT-OF-WAY ALONG
LEONA DRIVE

WHEREAS, the City Council pursuant to Minnesota Statute §412.851 desires to consider the vacation of an unused portion of right-of-way along Leona Drive wholly located within the boundaries of the property at 2310 Leona Drive (PID 18-30-23-24-0012) shown on the attached Exhibit A, legally described as follows:

> An easement for road purposes over and upon the East 33 feet of the South 216.5 feet of the North 761.3 feet of the West 163.7 feet of the Southeast Quarter of the Northwest Quarter of Section 18, Township 30, Range 23, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said Ramsey County, Minnesota (per Quit Claim Deed Doc. No. 1405951)
>
> (the "Right-of-Way Property"); and

WHEREAS, the City Clerk published, posted, and mailed notice of a public hearing as required by law, and a public hearing was held on the proposed vacation on the 9th day of January, 2024; and

WHEREAS, the City Council in its discretion has determined that the vacation will benefit the public interest because the right-of-way is not needed for current or future right-of-way purposes; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Brighton, that:

1. The Right-of-Way Property as shown on Exhibit A is hereby vacated.
2. The vacation is conditioned upon the following:

    a. The developer of the Lots on Leona plat (PID 18-30-23-24-0012) recording the plat.

ADOPTED this 9th day of January, 2024, by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Abdulle Absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

NE136-290-922424.v1

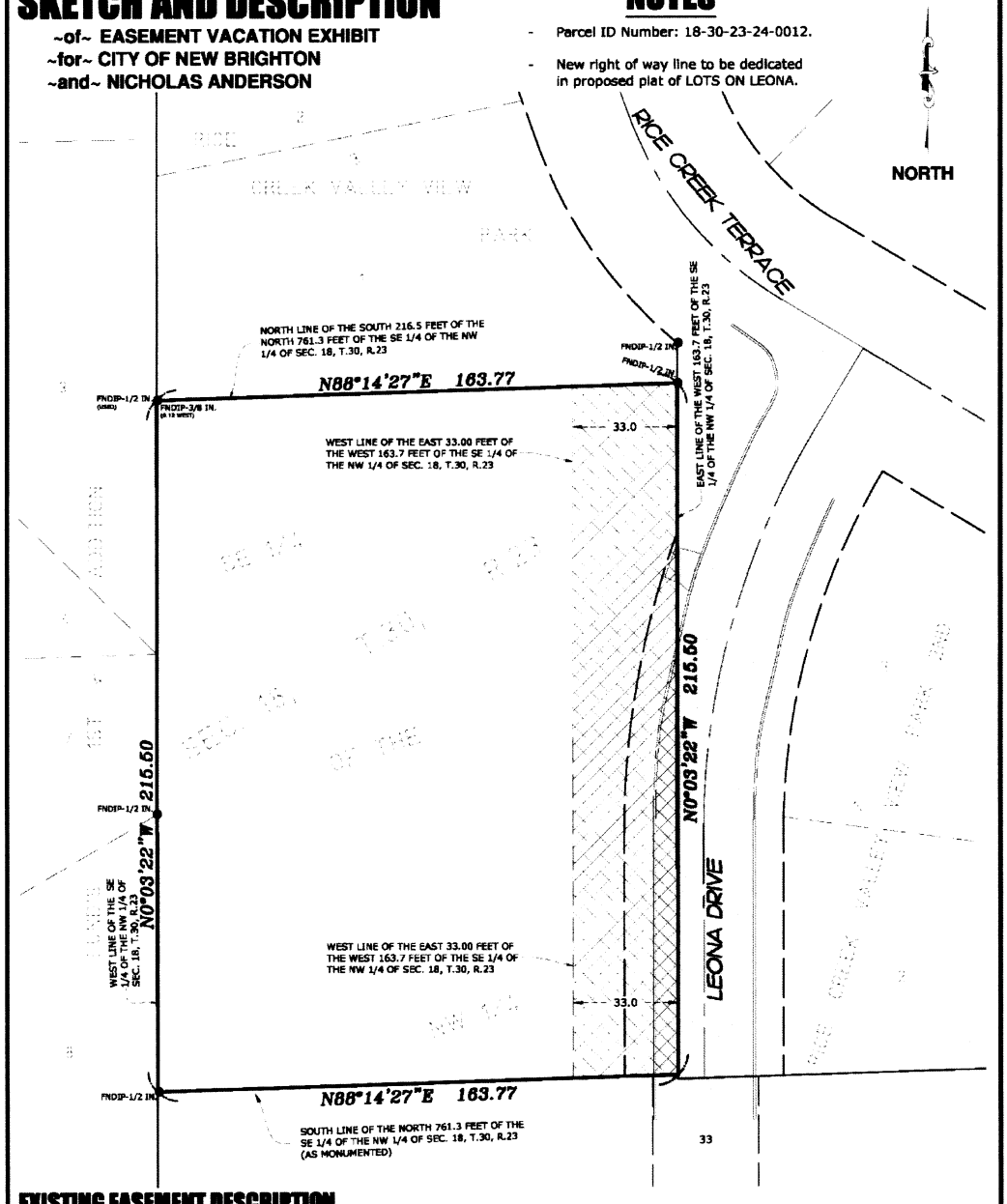
Exhibit A

SKETCH AND DESCRIPTION

~of~ EASEMENT VACATION EXHIBIT
~for~ CITY OF NEW BRIGHTON
~and~ NICHOLAS ANDERSON

NOTES

- Parcel ID Number: 18-30-23-24-0012.
- New right of way line to be dedicated in proposed plat of LOTS ON LEONA.



EXISTING EASEMENT DESCRIPTION

(PER QUIT CLAIM DEED DOC. NO. 1405951)

An easement for road purposes over and upon the East 33 feet of the South 216.5 feet of the North 761.3 feet of the West 163.7 feet of the Southeast Quarter of the Northwest Quarter of Section 18, Township 30, Range 23, according to the plat thereof on file and of recorder in the office of the Register of Deeds in and for said Ramsey County, Minnesota.

ROAD EASEMENT VACATION DESCRIPTION

All of the easement for road purposes, as described in Quit Claim Deed Doc. No. 1405951, lying over and upon the East 33 feet of the South 216.5 feet of the North 761.3 feet of the West 163.7 feet of the Southeast Quarter of the Northwest Quarter of Section 18, Township 30, Range 23, according to the plat thereof on file and of recorder in the office of the Register of Deeds in and for said Ramsey County, Minnesota.

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES EASEMENT TO BE VACATED (AREA = 7,112 SQ. FT.)
- DENOTES BITUMINOUS SURFACE

I hereby certify that this plan, survey or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

By: _____
Minnesota License No. 52140

Dated 1st day of December 2023.

DATUM: Assumed
JOB NO. 230875PP
SCALE: 1" = 30 '
DATE: 11/30/23
DRAWN BY: DSH
CREW: RW/MR

REVISIONS

NO.	DATE	DESCRIPTION	BY
1			
2			
3			

E. G. RUD & SONS, INC.
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701
www.egrud.com

RESOLUTION NO. 2024-008
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION REAUTHORIZING MEMBERSHIP IN THE 4M FUND

WHEREAS, Minnesota Statutes (the Joint Powers Act) provides that governmental units may jointly exercise any power common to the contracting parties; and

WHEREAS, the Minnesota Municipal Money Market Fund (the 4M Fund) was formed in 1987, pursuant to the Joint Powers Act and in accordance with Minnesota Investment Statutes, by the adoption of a joint powers agreement in the form of a Declaration of Trust; and

WHEREAS, the Declaration of Trust authorizes municipalities of the State of Minnesota to become Participants of the Fund and make use from time to time including the 4M Liquid Asset Fund, the 4M Plus Fund, the Term Series, the 4M Limited Term Duration Fund, the Fixed Rate Programs, and other Fund services offered by the Fund; and

WHEREAS, this Council deems it to be in the best interest for the municipality to continue use of, from time to time, the approved services provided by the 4M Fund's service providers including the Investment Advisor (PMA Asset Management, LLC), the Administrator (PMA Financial Network, LLC) the Distributor (PMA Securities, LLC) or the Fixed Rate Program Providers, PMA Financial Network, LLC and PMA Securities, LLC and the Custodian, U.S. Bank National Association, ("Service Providers") and/or their successors.

WHEREAS, this Council deems it advisable for this municipality to continue as a Participant of the Fund for the purpose of joint investment with other municipalities so as to enhance the investment earnings accruing to each.

NOW THEREFORE, BE IT RESOLVED:

SECTION 1. This municipality renews its membership as a Participant of the Fund and reauthorizes the adoption of and entering into the Declaration of Trust, a copy of which is attached. The appropriate officials are hereby authorized to execute those documents necessary to effectuate entry into the Declaration of Trust and the participation of all Fund programs.

SECTION 2. This municipality is authorized to invest monies from time to time and to withdraw such monies from time to time in accordance with the provisions of the Declaration of Trust. The following officers of the municipality or their successors are designated as "Authorized Officials" with authority to effectuate investments and withdrawals in accordance with the Declaration of Trust:

Gina Foschi	Finance Director	Gina Foschi
Print Name	Title	Signature

(Additional names may be added on a separate list. The treasurer shall advise the Fund of any changes in Authorized Officials in accordance with Fund procedures.)

SECTION 3. The Trustees of the Fund are the League of Minnesota Cities Board of Directors and are designated as having official custody of those monies invested in accordance with the Declaration of Trust.

SECTION 4. That the municipality may open depository and other accounts, enter into wire transfer agreements, safekeeping agreements, third party surety agreements securing deposits, collateral agreements, letters of credit, lockbox agreements, or other applicable or related documents with institutions participating in Fund programs including U.S. Bank National Association, or its successor, or programs of PMA Financial Network, LLC or PMA Securities, LLC for the purpose of transaction clearing and safekeeping, or the purchase of certificates of deposit ("CDs") or other deposit products and that these institutions shall be deemed eligible depositories for the municipality. PMA Financial Network, LLC and PMA Securities, LLC and their successors are authorized to act on behalf of this municipality as its agent with respect to such accounts and agreements. Monies of this entity may be deposited in such depositories, from time to time in the discretion of the Authorized Officials, pursuant to the Fund's Programs available through its Services Providers.

ADOPTED this 9th day of January, 2024 by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Abdulle Absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-007
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION ACKNOWLEDGING AND ACCEPTING JUST DEEDS YARD SIGN DONATIONS RECEIVED IN 2023

WHEREAS, the City of New Brighton invites and accepts donations to assist in programs and initiatives; and

WHEREAS, one method by which community members can make donations to the City is the "Just Deeds Coalition" program; and

WHEREAS, the contributions received from this program in 2023 are designated to recover costs associated with initial yard sign purchases; and

WHEREAS, it is the City Council's desire to acknowledge and express appreciation to all participants for their donations;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton to hereby approve the resolution acknowledging and accepting donations received in 2023 as follows:

1. $50.00 from community members; and
2. Designate these contributions to recover costs associated with yard sign purchases.

ADOPTED this 9th day of January by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Abdulle Absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-006
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION SUPPORTING RICE CREEK WATERSHED DISTRICTS STATE BONDING REQUEST FOR JONES LAKE

WHEREAS, the City of New Brighton, Roseville, and St. Anthony entered a petition in 2013 with Rice Creek Watershed District to address stormwater management and flooding within our cities; and

WHEREAS, Rice Creek Watershed District has implemented project improvements in Hansen Park and Mirror Lake to meet primary project objectives; and

WHEREAS, New Brighton has acquired property in and around Jones Lake to facilitate a large stormwater project that mitigates flooding risk in the petition communities; and

WHEREAS, New Brighton has invested in storm sewer/ponding projects near Freedom and Hansen Parks, and the Jones Lake project is expected to cost over $7 million for planned improvements; and

WHEREAS, this project would not be possible without the assistance of State bonding given the scope and cost of the entire project;

NOW THEREFORE, BE IT RESOLVED that the City of New Brighton supports Rice Creek Watershed Districts request for State bonding in the amount of $7,000,000 for the design, and construction of the Jones Lake Project.

ADOPTED this 9th day of January 2024, by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Abdulle Absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-005
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION APPOINTING DELEGATES AND ALTERNATES TO SERVE AS LIAISONS TO PUBLIC AGENCIES IN 2024

WHEREAS, it is important to the City Council that the City of New Brighton be represented at meetings of specific public agencies and organizations whose responsibilities relate to the City of New Brighton;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton that the following representatives are appointed to serve as the City's representatives to various public agencies and organizations as follows:

League of MN Cities	Delegate: Kari Niedfeldt-Thomas
Metro Cities	Delegate: Kari Niedfeldt-Thomas
Ramsey County League of Local Governments	Delegate: Abdullahi Abdulle
Northeast Youth & Family Services	Delegate: Jennifer Fink
North Suburban Cable Commission	Delegate: Emily Dunsworth
North Metro Mayors Association	Delegate: Kari Niedfeldt-Thomas
Community Partners with Youth (CPY)	Delegate: Graeme Allen
Twin Cities Gateway	Delegate: Jennifer Fink

ADOPTED this 9th day of January 2024 by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Abdulle Absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-004
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION RE-APPOINTING THE TWIN CITIES PIONEER PRESS AS THE OFFICIAL LEGAL NEWSPAPER FOR THE CITY OF NEW BRIGHTON FOR 2024

WHEREAS, the City Council is required by MN State Statutes section 412.831 to annually designate a newspaper to serve as its official newspaper for published notices, summary publication of ordinances and other publication needs; and

WHEREAS, the rates cited by the Twin Cities Pioneer Press of $7.28 per column inch with 14 lines per column inch; and

WHEREAS, the Twin Cities Pioneer Press meets all criteria set forth by MN State Statutes section 331A; and,

WHEREAS, the bid details submitted by the Twin Cities Pioneer Press indicates that it is best able to meet the needs of the City of New Brighton and our residents;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton Minnesota that the Twin Cities Pioneer Press be designated once again as the legal newspaper for the City of New Brighton in 2024.

ADOPTED this 9th day of January 2024 by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Abdulle Absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-003
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION AUTHORIZING RAMSEY COUNTY MASTER AGREEMENT FOR MAINTENANCE OF TRAFFIC CONTROL SYSTEMS

WHEREAS, the County owns and operates traffic control signal systems within the City "Signal Systems". These Signal Systems may be located at intersections where all legs are controlled by the County or at intersections in which one or more legs are controlled by the City or another city; and

WHEREAS, the County owns and operates traffic control signal systems within the City "Signal Systems". These Signal Systems may be located at intersections where all legs are controlled by the County or at intersections in which one or more legs are controlled by the City or another city; and

WHEREAS, it is the intent of the parties to document and periodically update this Master Agreement with a list of all known Signal Systems (those traffic control signal systems located on a County road or highway within the City) and the allocation of maintenance and power provision responsibilities. Exhibit A-1 to this Master Agreement will serve as that documentation; and

WHEREAS, it is the intent of the parties to further document and periodically update this Master Agreement with a list of all known stand-alone pedestrian crossing signals (those pedestrian crossings located on County roads and highways, but not on a Signal System, within the City) ("Ped Signals") and the allocation of maintenance and power provision responsibilities. Exhibit A-2 to the Master Agreement will serve as that documentation; and

WHEREAS, it is the intent of the parties to further document and periodically update this Master Agreement with a list of all known traffic control signal systems controlled by Minnesota Department of Transportation ("MnDOT Signals") within the City and the allocation of maintenance and power provision responsibilities. Exhibit B to the Master Agreement will serve as that documentation; and

WHEREAS, it is the intent of the parties that at intersections with a least one City leg, the City shall be responsible for provision of electrical power and related costs for the Signal System ("Provision of Power") and shall be responsible for the maintenance of street and ambient lighting incorporated into the Signal System ("Luminaires"); and

WHEREAS, where a Signal System is located at intersection on the border of two or more cities, where the costs or responsibilities of the City may be shared with another city, it is the intent of the Parties to allow the City and other city (or cities) to allocate costs and responsibilities outside of this Master Agreement and nothing herein is intended to adjust those separate arrangements between the cities, nor do those agreements impact the allocations identified herein.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of New Brighton, Minnesota that:

1. That the City of New Brighton enter into a Master Agreement with Ramsey County, a copy of which was before the City Council.

2. That the proper City officers are authorized to execute such contract and any amendments thereto.

ADOPTED this 9th day of January, 2024, by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Abdulle Absent)

Kari Niedfeldt-Thomas, Mayor

ATTEST:

Devin Massopust City Manager

Terri Spangrud, ~~Deputy~~ City Clerk
TS

RESOLUTION NO. 2024-002
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION DELEGATING AUTHORITY TO MAKE ELECTRONIC FUNDS TRANSFERS TO THE FINANCE DIRECTOR AND THEIR DESIGNEES FOR 2024

WHEREAS, Minnesota Statute 471.38 Subd. 3 requires that the City Council annually delegate authority to make electronic funds transfers; and

WHEREAS, the City uses electronic funds transfers whenever possible for a variety of disbursement purposes; and

WHEREAS, all electronic funds transfers are subject to the same documentation and approval requirements as established in the City's Purchasing Policy; and

WHEREAS, a list of all transactions made by electronic funds transfer is submitted to Council at the next regular meeting after the transaction is completed;

NOW THEREFORE, BE IT RESOLVED that authority to make electronic funds transfers shall be delegated to the Finance Director and their designees for 2024.

ADOPTED this 9th day of January 2024 by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Abdulle Absent)

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

RESOLUTION NO. 2024-001
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION DESIGNATING INSTITUTIONS AS DEPOSITORIES OF CITY FUNDS FOR INVESTMENT PURPOSES AND NAMING THE PRIMARY DEPOSITORY FOR 2024

WHEREAS, the City Council must officially designate depositories for funds; and

WHEREAS, the investment of funds shall be in accordance with Minnesota Statutes and guidelines of the City's official investment policy; and

WHEREAS, the City has used and been satisfied with the services of US Bank and other institutions for investment purposes;

NOW THEREFORE, BE IT RESOLVED that:

1. US Bank shall be designated as the City's primary depository for 2024 and,

2. The institutions with which the City may make investments shall be as follows:

   PMA Financial Network, LLC (4M Fund)
   Moreton Capital Markets
   US Bank Corporate Treasury Division

3. Approval of the above institutions shall be contingent upon their continuing to meet the guidelines of the City's official investment policy.

4. Either a surety bond or collateral shall be provided as security when funds deposited at the City's primary depository herein specified exceed the FDIC guarantee.

ADOPTED this 9th day of January 2024 by the New Brighton City Council with a vote of 4 ayes and 0 nays. (Abdulle absent).

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk