



New Brighton City Council Business Meeting Agenda

New Brighton City Hall | Council Chambers
803 Old Hwy 8 NW; New Brighton MN 55112

6:30 pm January 9, 2024

While this is an in-person meeting, members of the public may:

- **Attend the meeting in Person:** Attendees who are ill are asked to wear masks and comply with social distancing parameters.
- **Watch the meeting electronically:** Tune into CTV Channel 8023 (CenturyLink) or Channel 16 (Comcast). To observe the meeting as a livestream or a webcast, visit www.newbrightonmn.gov and click on "I Want To View a Public Meeting."
- **Join the meeting electronically:** Members of the public who need to interact with our public officials but are unable to or not comfortable attending the meeting in person, may join the meeting electronically at: <https://newbrightonmn.gov/zoom> (no app needed), by scanning this QR Code, or by using their Zoom app to join and entering: Meeting ID: 898 6240 2361; Passcode: 867530



I. Call to Order and Roll Call

_____ Mayor Kari Niedfeldt-Thomas
_____ Councilmember Graeme Allen
_____ Councilmember Emily Dunsworth
_____ Councilmember Pamela Stegora Axberg
_____ Councilmember Abdullahi Abdulle

II. Pledge of Allegiance

III. Public Comment Forum

IV. Approval of Agenda

V. Special Order of Business - None

VI. Consent Agenda

1. Consider Approval of Payments of Electronic Funds Transfer (EFT) 22556-22831, ACH Payments 22749-22829, & Vouchers 161742-161805 for a total of \$3,793,483.07.
2. Consider Approval of City Council Minutes
 - a. December 7, 2023 City Council Meeting
3. Accept Receipt of Commission Minutes
 - a. October 9, 2023 Public Safety Commission
 - b. November 13, 2023 Public Safety Commission
 - c. November 16, 2023 Equity Commission
4. Consider Resolution Designating Institutions as Depositories of City Funds for

- Investment Purposes and Naming the Primary Depository for 2024
5. Consider Resolution Delegating Authority to make Electronic Funds Transfers to the Finance Director and their designees for 2024
 6. Consideration of Wachs Standard LX Valve Maintenance Trailer
 7. Consider Resolution Approving Ramsey County Master Agreement for Maintenance of Traffic Control Signal Systems.
 8. Consider Resolution Designating the Legal Newspaper for 2024
 9. Consider Resolution Appointing Individuals as Liaisons to Public Agencies
 10. Resolution Supporting Rice Creek Watershed Districts State Bonding Request for Jones Lake Improvements
 11. Approve Annual Agreement with Northeast Youth and Family Services
 12. Consideration of Authorizing Electrical Repairs with Master Electric
 13. Consider Purchase of Fire Hydrants and Gate Valves for City Project 24-1, 2024 Street Rehabilitation
 14. Consider Resolution Acknowledging and Accepting Just Deeds Yard Sign Donations Received in 2023
 15. Consider Resolution Reauthorizing Membership in the 4M Fund
 16. Consider Gambling Exempt Permit for New Brighton Sportsman's Club
 17. Consider Gambling Exempt Permit for Irondale Band Boosters
 18. Consider Gambling Exempt Permit for St. John's Wine to Wishes Event
 19. Consider Temporary Liquor License for St. John's Wine to Wishes Event

VII. Public Hearings

1. Lots on Leona Subdivision
 - a. Consideration of a resolution conditionally approving the vacation of an unutilized roadway easement impacting the property at 2310 Leona Drive
 - b. Consideration of a resolution approving a preliminary and final plat named Lots on Leona

VIII. Council Business

1. Ordinance 909: Parking
 - a. Consider approval of Ordinance 909: an ordinance to update Zoning Chapter 11, Parking, and other parking related provisions
 - b. Consider a Resolution Authorizing Summary Publication of Ordinance 909
2. Consider Approval of Climate Action Plan
3. Consider Approval of Living Streets Plan
4. Consider Purchase Agreement for Parcel A of 375 5th Avenue SW

IX. Commission Liaison Reports, Announcements, and Updates

City Manager Devin Massopust
Councilmember Graeme Allen
Councilmember Emily Dunsworth
Councilmember Pam Stegora Axberg
Councilmember Abdullahi Abdulle
Mayor Kari Niedfeldt-Thomas

X. Adjournment



COUNCIL PROCEEDINGS THE CITY OF NEW BRIGHTON

Pursuant to notice thereof, a regular meeting of the New Brighton City Council was held Tuesday, December 7, 2023 at 6:30 pm in the New Brighton Council Chambers.

Present: Mayor Niedfeldt-Thomas, Councilmembers Abdulle, Allen, Axberg and Dunsworth
Absent:

Also Present: Devin Massopust-City Manager, Sarah Sonsalla-City Attorney (attending remotely), Tony Paetznick-Public Safety Director, Gina Foschi-Finance Director, Ben Gozola-Assistant Director of Community Assets and Development

Call to Order

Mayor Niedfeldt-Thomas called the meeting to order at 6:30 pm.

Pledge of Allegiance

Mayor Niedfeldt-Thomas led the Council in the Pledge of Allegiance.

Public Comment Forum

Mayor Niedfeldt-Thomas opened the Public Forum for comments from the public. There were no comments from the public.

Approval of Agenda

Approval of the December 7, 2023 Council Agenda.

Motion by Councilmember Abdulle, seconded by Councilmember Axberg to approve the agenda as submitted.

5 Ayes, 0 Nays-Motion Carried

Special Order of Business

1. Proclamation Naming Dan Olson as a City Ambassador

City Manager Massopust stated this was a bittersweet moment for the City as we recognize the retirement of Dan Olson. He explained Mr. Olson has had a tremendous impact on the City of New Brighton. He thanked him for all he has done on behalf of the community and wished him all the best in his retirement.

Public Safety Director Paetznick recognized Deputy Director Olson and thanked him for seeing the City through some of the most challenging times. He stated Deputy Director Olson was be impossible to replace. He thanked him for always being willing to take the call. He commented further on Deputy Director Olson's work history and wished him a long and healthy retirement.

Mayor Niedfeldt-Thomas read a proclamation in full for the record recognizing Dan Olson for his 39 years of service to the City of New Brighton and declaring Dan Olson as a City Ambassador. A round of applause was offered by all in attendance. She thanked Mr. Olson for being a tremendous mentor to the public safety department and for providing stability in the department over the past almost four decades. She thanked Mr.

Call to Order

Pledge of Allegiance

Public Comment Forum

Approval of Agenda

Approval of the December 7, 2023 Agenda.

Special Order of Business

Olson's family for allowing him to serve on behalf of the community.

Councilmember Allen stated the New Brighton Public Safety Department was one of the finest departments in the State of Minnesota because of Mr. Olson and his fine leadership. He thanked Mr. Olson's family for lending him to the City for all these years and wished him the very best in his retirement.

Deputy Chief Olson stated it was an honor and privilege to serve the City of New Brighton for over 39 years. He thanked the Mayor and Council for their unwavering support over the years. He thanked Public Safety Director Paetznick and former Public Safety Director Jacobson for opening many doors for him over the years. He thanked all of the great men and women that have served with him. He thanked his family for their support over the years.

Consent Agenda

1. Consider Approval of Payments.
2. Approve City Council Minutes:
 - a. November 14, 2023 Worksession Meeting Minutes.
 - b. November 14, 2023 City Council Meeting Minutes.
 - c. November 28, 2023 Worksession Meeting Minutes.
 - d. November 28, 2023 City Council Meeting Minutes.
3. Accept Receipt of Commission Minutes:
 - a. September 9, 2023 EDC Meeting Minutes.
4. Consider Approval Employee Handbook update.
5. Consider Memorandum of Understanding between Teamsters Local No. 320 and the City of New Brighton for 2024 health insurance rates.
6. Consider Memorandum of Understanding between Law Enforcement Labor Services Local No. 113 and the City of New Brighton for 2024 health insurance rates.
7. Consider Memorandum of Understanding between Law Enforcement Labor Service Local No. 263 and the City of New Brighton for 2024 health insurance rates.
8. Consider Memorandum of Understanding between Teamsters Local No. 320 and the City of New Brighton for Sick Leave update.
9. Consider Memorandum of Understanding between Law Enforcement Labor Services Local No. 113 and the City of New Brighton for Sick Leave update.
10. Consider Memorandum of Understanding between Law Enforcement Labor Service Local No. 263 and the City of New Brighton for Sick Leave update.
11. Consider Ordinance 910 and the Resolution Approving a Summary Publication of Ordinance 910 Adopting the 2024 Fee Schedule.

Consent Agenda

1. Consider Approval of Payments.
2. Approve City Council Minutes:
 - a. November 14, 2023 Worksession Minutes.
 - b. November 14, 2023 City Council Minutes.
 - c. November 28, 2023 Worksession Minutes.
 - d. November 28, 2023 City Council Minutes.
3. Accept Receipt of Commission Minutes:
 - a. September 9, 2023 EDC Minutes.
4. Approval Employee Handbook update.
5. MOU between Teamsters Local No. 320 and City for 2024 health insurance rates.
6. MOU between Law Enforcement Labor Services Local No. 113 and City for 2024 health insurance rates.
7. MOU between Law Enforcement Labor Service Local No. 263 and City for 2024 health insurance rates.
8. MOU between Teamsters Local No. 320 and City for Sick Leave update.
9. MOU between Law Enforcement Labor Services Local No. 113 and City for Sick Leave update.
10. MOU between Law Enforcement Labor Service Local No. 263 and City for Sick Leave update.
11. Ord. 910 and Res. Approving a Summary Publication of Ord. 910 Adopting the 2024 Fee Schedule.
12. Authorization to Replace Duty Rifles for Public Safety Dept.

12. Consider Authorization to Replace Duty Rifles for New Brighton Department of Public Safety.
13. Consider Authorization of Liquor License Renewals.
14. Consider Authorization of Massage Business License Renewals.
15. Consider Approval of Addendum for Agreement with our Recording Secretary.
16. Consider Resolution Authorizing Submission of an Application for the 2024 Rice Creek Watershed District Stormwater Management Grant.
17. Consider Resolution Authorizing Submission of an Application for the 2023 Metropolitan Council Municipal Inflow and Infiltration Grant Program.

Motion by Councilmember Dunsworth, seconded by Councilmember Allen to approve the Consent Agenda as presented.

5 Ayes, 0 Nays - Motion Carried

Public Hearing

1. Conduct a Public Hearing and Consider a Resolution Authorizing the Reissuance of Multifamily Note (Oaks Landing Project), Series 2019A, and Multifamily Note (Oaks Landing Project), Series 2020A and an Amendment to the Funding Loan Agreement in Connection Therewith.

City Manager Massopust indicated Jenny Bolton from Kennedy & Graven would be presenting this item to the Council.

Jenny Bolton, Kennedy & Grant, (attending via Zoom) stated the City has previously issued and sold to Citibank, N.A 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 and its Multifamily Housing Revenue Note (Oaks Landing Project), Series 2020A, dated December 22, 2020, in the original aggregate principal amount of \$22,086,309, and executed the Amended and Restated Funding Loan Agreement, dated December 1, 2020. The City loaned the proceeds derived from the sale of the Notes to New Brighton Leased Housing Associates II, LLLP (the "Borrower") to finance the acquisition, construction, and equipping of the Oaks Landing Project. The project has been completed and is owned and operated by the Borrower. The Borrower has requested, and Citibank, N.A has agreed, among other things, to extend the Conversion Date of the Notes, pursuant to a First Amendment to the Funding Loan Agreement. Such amendments will cause a reissuance of the Notes for tax purposes, which requires a Public Hearing. The Notes will continue to be of no obligation to the City. The payment of principal and interest will be payable solely by the Borrower. Staff commented further on the request and recommended the Council hold a public hearing and adopt a Resolution authorizing reissuance of the multifamily note.

Motion by Councilmember Dunsworth, seconded by Councilmember Axberg to open the Public Hearing.

5 Ayes, 0 Nays - Motion Carried

The Public Hearing was opened at 6:57 p.m.

13. Authorization of Liquor License Renewals.

14. Authorization of Massage Business License Renewals.

15. Approval of Addendum for Agr. with Recording Secretary.

16. Consider Res. Authorizing Submission of an App. for the 2024 Rice Creek Watershed District Stormwater Management Grant.

17. Consider Res. Authorizing Submission of an App. for the 2023 Met Council Municipal I&I Grant Program.

Public Hearing

1. Conduct a Public Hearing and Consider a Resolution Authorizing the Reissuance of Multifamily Note (Oaks Landing Project), Series 2019A, and Multifamily Note (Oaks Landing Project), Series 2020A and an Amendment to the Funding Loan Agreement in Connection Therewith.

Mayor Niedfeldt-Thomas asked for additional comments, there were none.

Motion by Councilmember Abdulle, seconded by Councilmember Allen to close the Public Hearing.

5 Ayes, 0 Nays - Motion Carried

The Public Hearing was closed at 6:58 p.m.

Motion by Councilmember Allen, seconded by Councilmember Dunsworth to adopt a Resolution authorizing the reissuance of Multifamily Note (Oaks Landing Project), Series 2019A, and Multifamily Note (Oaks Landing Project), Series 2020A and an amendment to the Funding Loan Agreement in connection therewith.

5 Ayes, 0 Nays-Motion Carried

Council Business

1. Consider Resolution Adopting the Final Tax Levy for Taxes Payable in 2024.

City Manager Massopust indicated Finance Director Foschi would be presenting this item to the Council. Finance Director Foschi stated the proposed 2024 General Fund budget includes a general tax levy of \$13,730,800, which represents an increase of \$1,121,300 or 8.89%. The final levy was reviewed in comparison to surrounding communities and staff described how the median homeowner would be impacted by the levy increase. Staff commented further on the process that has been followed to develop the tax levy and recommended approval.

Motion by Councilmember Allen, seconded by Councilmember Abdulle to approve a Resolution adopting the final tax levy for taxes payable in 2024.

4 Ayes, 1 Nay (Councilmember Axberg opposed)-Motion Carried

2. Consider Resolution Adopting the Final 2024 Budgets and 2024-2033 CIP.

City Manager Massopust indicated Finance Director Foschi would be presenting this item to the Council. Finance Director Foschi stated the City Manager's recommended 2024 General Fund budget is \$22,837,800, which represents a 9.13% increase over the 2023 adopted budget. The enterprise funds include Water, Sewer, Stormwater, and Street Lighting. The total 2024 budget for the City's enterprise funds is \$12,360,300. The internal service funds include Risk Management, Information Technology, Fleet Replacement, Non-Fleet Replacement, and Pavement Management. The total 2024 budget for the City's internal service funds is \$11,730,000. The total for the 2024-2033 CIP is \$117,193,600. Staff commented further on the proposed budget and requested the Council approve the final 2024 budget and 2024 through 2033 CIP. Councilmember Allen thanked Finance Director Foschi for her detailed presentation and for her great work on behalf of the City. He stated he appreciated the way the budget prioritizes the values of the City Council, which was its people and the increased investment in those that carry out essential City services.

Mayor Niedfeldt-Thomas thanked staff for the continued improvement of the visuals within the presentation. She believed the information presented was very public friendly. She appreciated how staff had provided a narrative or assumptions within budget noting this information assisted with pointing to the Council's priorities and values. She explained she appreciated how the Council had amended its employees compensation model in order to make it more

Council Business

1. Consider Resolution Adopting the Final Tax Levy for Taxes Payable in 2024.

2. Consider Resolution Adopting the Final 2024 Budgets and 2024-2033 CIP.

modern.

Councilmember Allen reported he believed this budget was a good compromise and he noted it was not lost on him that some residents were financially struggling. He commented further on the property tax assistant programs that were available to those in need of assistance.

Councilmember Dunsworth stated she was hoping the budget and levy would have some in lower. She explained she appreciated all of the work done by staff and the Council to make the reductions that have been made to both the budget and levy.

Motion by Councilmember Abdulle, seconded by Councilmember Allen to approve the Resolution adopting the final 2024 budgets and 2024-2033 CIP.

4 Ayes, 1 Nay (Councilmember Axberg opposed)-Motion Carried

3. Consider Resolution Adopting the Final Tax Levies for Taxes Payable in 2024 for the Lake Diane and Bicentennial Pond Storm Sewer Improvement Taxing Districts.

City Manager Massopust indicated Finance Director Foschi would be presenting this item to the Council. Finance Director Foschi stated the final tax levies for taxes payable in 2024 for the City's Storm Sewer Improvement Taxing Districts are \$3,750 for the Lake Diane and \$2,100 for the Bicentennial Pond. Staff requested the Council approve the final levies for the Lake Diane and Bicentennial Pond Storm Sewer Improvement Taxing Districts.

Motion by Councilmember Abdulle, seconded by Councilmember Allen to approve the Resolution adopting the final tax levies for taxes payable in 2024 for the Lake Diane and Bicentennial Pond Storm Sewer Improvement Taxing Districts.

5 Ayes, 0 Nays-Motion Carried

4. Consider Resolution Establishing the Utility Rates and Charges for 2024.

City Manager Massopust indicated Finance Director Foschi would be presenting this item to the Council. Finance Director Foschi stated a 20-year analysis of the City's water, sewer, stormwater and street light enterprise operations and their respective capital improvement plans has been completed. The analysis includes proposed rate adjustments for 2024. The focus of the analysis is to ensure that rates are set in a manner that will generate enough revenue to cover operating costs, capital maintenance and replacement. The rate setting process is intended to provide for gradual annual adjustments whenever possible, focusing on the long-term strategy. Staff commented further on the proposed utility rates for 2024 and recommended approval.

Motion by Councilmember Axberg, seconded by Councilmember Dunsworth to approve the Resolution establishing the utility rates and charges for 2024.

5 Ayes, 0 Nays-Motion Carried

Commission Liaison Reports, Announcements and Updates

Devin Massopust

City Manager Massopust reported the Council would meet next on Tuesday, January 9. He noted the Council would be holding a strategic planning session on Saturday, January 20. He thanked the Council for their great leadership and for a great year in 2023.

3. Consider Resolution Adopting the Final Tax Levies for Taxes Payable in 2024 for the Lake Diane and Bicentennial Pond Storm Sewer Improvement Taxing Districts.

4. Consider Resolution Establishing the Utility Rates and Charges for 2024.

Commission Liaison Reports, Announcements and Updates

Graeme Allen

Councilmember Allen reported the Planning Commission will be meeting on Tuesday, December 19. He thanked the Council and staff for a great year.

Emily Dunsworth

Councilmember Dunsworth thanked the Council and staff for a great 2023. She wished everyone a Happy Hannukah.

Pam Axberg

Councilmember Axberg wished everyone a safe and happy holiday season. She thanked those that work to keep everyone safe throughout the holidays.

Abdullahi Abdulle

Councilmember Abdulle thanked Council and staff for a great 2023. He wished everyone a happy holiday season with their loved ones. It was his hope that 2024 would be a more peaceful year.

Mayor Niedfeldt-Thomas

Mayor Niedfeldt-Thomas thanked the team who put together the Just Deeds virtual session where racial covenants were addressed. She welcomed Northern Soda Company to New Brighton. She welcomed the public to attend the winter market at the Community Center on Wednesday, December 20. She stated the Equity Commission would be meeting on Thursday, December 14. She encouraged the public to participate on Brave the Brrr at Brightwood Golf Course. She invited residents that want to be on the holiday lights display map to send their information to the City by December 8. She reported on Friday, December 15 there would be an Irondale High School Senior to Senior Concert. She noted she would be hosting a cookie and coffee session with local business leaders in order to introduce them to CPY. She finished her comments by reading through a letter she received from a New Brighton resident that wanted to thank staff and the Council for their commitment to the community. She then thanked staff, the Council and all commission members for their tremendous service to the City of New Brighton. She urged everyone to find peace and to build relationships with others in the community.

Adjournment

Mayor Niedfeldt-Thomas adjourned the meeting at 7:37 p.m.

Adjournment

The meeting adjourned at 7:37 p.m.

Kari Niedfeldt-Thomas, Mayor

ATTEST: _____

Terri Spangrud, City Clerk



Agenda Section:	VI
Item:	1
Report Date:	01/03/24
Meeting Date:	01/09/24

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of Payments	
DEPARTMENT HEAD'S APPROVAL: GMF	CITY MANAGER'S APPROVAL:

Action Requested: ☐ Public Hearing ☒ Motion ☐ Discussion ☐ Informational
Form of Action: ☐ Resolution ☐ Ordinance ☐ Contract/Agrmnt ☐ N/A ☒ Other
Votes Needed: ☐ 3 votes ☐ 4 votes ☐ 5 votes ☒ N/A

<u>Summary Statement:</u>	<ul style="list-style-type: none"> The following summary of claims have been submitted to the City's Finance Department for payment. A detailed listing is also attached. <table border="1"> <tr> <td>EFT#: 22556-22831</td><td>\$ 2,166,870.60</td></tr> <tr> <td>ACH#: 22749-22829</td><td>\$ 1,078,396.42</td></tr> <tr> <td>Check#: 161742-161805</td><td>\$ 548,216.05</td></tr> <tr> <td>Total:</td><td>\$ 3,793,483.07</td></tr> </table>	EFT#: 22556-22831	\$ 2,166,870.60	ACH#: 22749-22829	\$ 1,078,396.42	Check#: 161742-161805	\$ 548,216.05	Total:	\$ 3,793,483.07
EFT#: 22556-22831	\$ 2,166,870.60								
ACH#: 22749-22829	\$ 1,078,396.42								
Check#: 161742-161805	\$ 548,216.05								
Total:	\$ 3,793,483.07								
<u>Recommendation(s):</u>	<ul style="list-style-type: none"> To approve the payment of invoices as listed in the attachment. 								
<u>Applicable Deadlines:</u>	<ul style="list-style-type: none"> None 								
<u>Legislative History:</u>	<ul style="list-style-type: none"> Minnesota Statute 412.271 requires the City Council to approve all payments of claims. Per the City's Purchasing Policy, the City Council delegates to the City Manager or his/her designee its authority to pay claims prior to obtaining Council approval. A list of all payments are to be provided to the City Council at the next available Council meeting, and earlier payment does not affect the right of the City Council or any taxpayer to challenge the validity of a claim. 								

Strategic Priority: ☐ Sustainable & Reliable Infrastructure ☒ Operational Effectiveness
☐ Environment & Sustainability ☐ Diversity, Equity, & Inclusion
☐ Livable Community ☐ N/A

Financial Impact: Is there a financial consideration? ☐ No ☒ Yes: \$3,793,483.07

Financing Sources: ☒ Budgeted ☐ Budget Modification
☐ New Revenue ☐ Use of Reserves ☒ Other

Attachments:

1. *Disbursement Report*



Gina Foschi

Finance Director

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
CHECK NUMBER 22556 - 22831				
11/11/2023	22556(E)	11X17 INC - CC	11X17 BINDERS FOR SNOW PLOW ROUTES AND MAPS	16.36
11/11/2023	22556(E)	11X17 INC - CC	11X17 BINDERS FOR SNOW PLOW ROUTES AND MAPS	195.37
				211.73
11/11/2023	22557(E)	13 FIFTY APPAREL - CC	SHIRTS FOR FIREFIGHTERS	1,630.00
11/11/2023	22558(E)	4IMPRINT - CC	LANYARDS FOR CITY BADGES	288.22
11/11/2023	22559(E)	A-1 HYDRALLIC SALES & SERIVCE - CC	#1703 HOSE AND FITTINGS	716.52
11/11/2023	22560(E)	Ace Waste-cc	OCTOBER WASTE DISPOSAL SERVICES	247.23
11/11/2023	22560(E)	Ace Waste-cc	OCTOBER WASTE DISPOSAL SERVICES	710.47
11/11/2023	22560(E)	Ace Waste-cc	OCTOBER WASTE DISPOSAL SERVICES	710.47
11/11/2023	22560(E)	Ace Waste-cc	OCTOBER WASTE DISPOSAL SERVICES	1,276.59
11/11/2023	22560(E)	Ace Waste-cc	OCTOBER WASTE DISPOSAL SERVICES	264.14
11/11/2023	22560(E)	Ace Waste-cc	OCTOBER WASTE DISPOSAL SERVICES	354.70
				3,563.60
11/11/2023	22561(E)	ADOBE-CC	ADOBE CREATIVE CLOUD	54.99
11/11/2023	22561(E)	ADOBE-CC	P&R ADOBE SUBSCRIPTION	54.99
				109.98
11/11/2023	22562(E)	AIRPORT PARKING - CC	PARKING - NRPA	150.00
11/11/2023	22563(E)	ALLDATA, INC - CC	ALLDATA ANNUAL SUBSCRIPTION RENEWAL 10-11-23 TO 10-10-24	1,500.00
11/11/2023	22564(E)	ALLSTREAM - CC	HOSTED PHONE SYSTEM	2,966.31
11/11/2023	22565(E)	AMAZON WEB SERVICES - CC	HOSTED WEB SERVICES	3.70
11/11/2023	22566(E)	AMAZON.COM-cc	LABEL TAPE	20.21
11/11/2023	22566(E)	AMAZON.COM-cc	FOLDERS FOR DCAD	39.30
11/11/2023	22566(E)	AMAZON.COM-cc	DISINFECTING WIPES	170.89
11/11/2023	22566(E)	AMAZON.COM-cc	COMPUTER SCREEN WIPES FOR PASSPORTS	51.92
11/11/2023	22566(E)	AMAZON.COM-cc	HEADPHONES FOR CELL PHONE	56.98
11/11/2023	22566(E)	AMAZON.COM-cc	TRAILER BREAK AWAY CABLE FOR STOCK	226.31
11/11/2023	22566(E)	AMAZON.COM-cc	AIR GUN	69.94
11/11/2023	22566(E)	AMAZON.COM-cc	OFFICE SUPPLIES	21.11
11/11/2023	22566(E)	AMAZON.COM-cc	SPECIAL EVENT PHOTO BOOTH BACKDROPS	592.12
11/11/2023	22566(E)	AMAZON.COM-cc	ADAPTIVE BOWLING AND GYMNASTICS SUPPLIES/PRIZES	28.78
11/11/2023	22566(E)	AMAZON.COM-cc	ADAPTIVE BOWLING AND GYMNASTICS SUPPLIES/PRIZES	101.97
11/11/2023	22566(E)	AMAZON.COM-cc	SOCCER EQUIPMNET BAGS	83.80
11/11/2023	22566(E)	AMAZON.COM-cc	GYMNASTICS EQUIPMENT AND SUPPLIES	91.00
11/11/2023	22566(E)	AMAZON.COM-cc	OFFICE SUPPLIES	98.33
11/11/2023	22566(E)	AMAZON.COM-cc	YOGA SUPPLIES	106.91
11/11/2023	22566(E)	AMAZON.COM-cc	RESERVES- FLASHLIGHTS	865.55

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
11/11/2023	22566(E)	AMAZON.COM-cc	BLUETOOTH HEADSET	220.01
11/11/2023	22566(E)	AMAZON.COM-cc	PROJECT 21-10 PW ADDITION & REMODEL, BOWLING ALLEY WAX	39.65
11/11/2023	22566(E)	AMAZON.COM-cc	DESK PHONE HANDSET CORDS	42.97
				2,927.75
11/11/2023	22567(E)	AMAZON.COM-cc	GYMNASTICS SUPPLIES	26.88
11/11/2023	22567(E)	AMAZON.COM-cc	BLUETOOTH HEADSET FOR JEN MINWEGEN	46.98
				73.86
11/11/2023	22568(E)	AMERICAN PRESSURE INC - CC	COUPLER AND PLUG FOR PRESSURE WASHER WAND	207.90
11/11/2023	22569(E)	AMERICAN RED CROSS - CC	4 CPR CERTIFICATIONS	144.00
11/11/2023	22570(E)	ANGELCAM - CC	CAMERA STREAMING SERVICE FOR LICENSE BUREAU	89.99
11/11/2023	22571(E)	APPLE SPICE - CC	LUNCH FOR OFFICE ASSISTANT INTERVIEWS	121.46
11/11/2023	22572(E)	Aramark-cc	COFFEE SUPPLIES	672.82
11/11/2023	22572(E)	Aramark-cc	WATER FILTERS - QTY 2	940.44
				1,613.26
11/11/2023	22573(E)	ARCHETYPE SIGNMAKERS INC-cc	COUNCIL CHAMBERS NAME PLATES FOR COMMISSIONERS	176.00
11/11/2023	22574(E)	ARRESTMYVEST.COM - CC	SPRAY/LAUNDRY BOOSTER BUNDLE, 4X GALLON ODER ELIMIATING SPRAY	292.95
11/11/2023	22575(E)	ARROWWOOD RESORT -cc	K MCFEE - ARROWWOOD RESORT - LODGING AT ALEXANDRIA EVIDENCE MGMT 2023 10/11/2023	234.52
11/11/2023	22576(E)	Aspen Mills-cc	REPLACEMENT PANTS AND SHIRT	135.90
11/11/2023	22577(E)	ATLASSIAN - CC	HOSTED KNOWLEDGEBASE	10.00
11/11/2023	22578(E)	BAILEY NURSERIES INC - CC	REPLACEMENT TREE ON 9TH ST NW	191.50
11/11/2023	22579(E)	BCA TRAINING EDUCATION-cc	TRAINING FOR PYKA	625.00
11/11/2023	22580(E)	BEACH'S LONG LAKE SERVICE - CC	PROPANE FOR SHOP	34.82
11/11/2023	22581(E)	BEISSWENGERS HARDWARE-cc	2X 4PK DURDL EQUIPMENT	3.13
11/11/2023	22581(E)	BEISSWENGERS HARDWARE-cc	CITY HALL LIGHT BULBS	11.99
11/11/2023	22581(E)	BEISSWENGERS HARDWARE-cc	WHEELBARROW	262.92
11/11/2023	22581(E)	BEISSWENGERS HARDWARE-cc	PAINTERS TAPE	46.02
11/11/2023	22581(E)	BEISSWENGERS HARDWARE-cc	TIRE CLEANER	6.79

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
11/11/2023	22581(E)	BEISSWENGERS HARDWARE-cc	PART TO WINTERIZE SUNNY PLUMBING	46.53
11/11/2023	22581(E)	BEISSWENGERS HARDWARE-cc	FABRIC FOR TOTEM POLE PLAYGROUND	84.97
11/11/2023	22581(E)	BEISSWENGERS HARDWARE-cc	TUB DRAIN WRENCH	30.07
11/11/2023	22581(E)	BEISSWENGERS HARDWARE-cc	2X 4PK DURDL EQUIPMENT	47.44
11/11/2023	22581(E)	BEISSWENGERS HARDWARE-cc	WTP#1 THERMOSTATS	233.22
11/11/2023	22581(E)	BEISSWENGERS HARDWARE-cc	PROJECT 21-10 PW ADDITION & REMODEL, SUPPLIES FOR TABLES	32.97
11/11/2023	22581(E)	BEISSWENGERS HARDWARE-cc	SUPPLIES FOR CONCRETE WORK AT 5TH AVE & 1ST ST	42.03
				848.08
11/11/2023	22582(E)	Berry Coffee Company-cc	COFFEE	73.50
11/11/2023	22583(E)	BEST BUY - CC	TV AND WALL MOUNT FOR MAINTENANCE BUILDING	56.95
11/11/2023	22583(E)	BEST BUY - CC	TV AND WALL MOUNT FOR MAINTENANCE BUILDING	679.98
				736.93
11/11/2023	22584(E)	BEST WESTERN KELLY INN - CC	HOTEL AT WATER SCHOOL	270.20
11/11/2023	22585(E)	BOLTON & MENK, INC - CC	PARKING STUDY GRANT	3,846.50
11/11/2023	22585(E)	BOLTON & MENK, INC - CC	NEW BRIGHTON/ GARDEN VIEW CULVERTS	6,591.00
				10,437.50
11/11/2023	22586(E)	BRICKNFIRE PIZZA COMPANY	FOOD AT CONFERENCE	19.08
11/11/2023	22587(E)	BROADCAST MUSIC INC-CC	ANNUAL SUBSCRIPTION FEE	601.80
11/11/2023	22588(E)	BROTHER INTERNATIONAL CORP - CC	CARTRIDGES FOR LABEL MAKER	3.66
11/11/2023	22588(E)	BROTHER INTERNATIONAL CORP - CC	CARTRIDGES FOR LABEL MAKER	43.73
				47.39
11/11/2023	22589(E)	BUFFALO WILD WINGS-CC	FOOD FOR TRAINING	30.20
11/11/2023	22590(E)	CARGILL - CC	CLEARLANE DEICER 99.42 TON - 10/4/23	27,239.77
11/11/2023	22591(E)	CDW GOVERNMENT-cc	VEEAM LICENSING	4,520.00
11/11/2023	22591(E)	CDW GOVERNMENT-cc	BATTERY BACKUP FOR MAINTENANCE BUILDING	1,527.10
				6,047.10
11/11/2023	22592(E)	CENTURYLINK - CC	PHONE SERVICE	2,605.96
11/11/2023	22593(E)	CHIC-FIL-A - CC	GROUP LUNCH CATERED FOR MEETING	87.95
11/11/2023	22594(E)	CINTAS - CC	UNIFORMS 10/3/23	167.73
11/11/2023	22594(E)	CINTAS - CC	CLEANING, PAPER, RUGS 10/3/23	157.04
11/11/2023	22594(E)	CINTAS - CC	NBCC MAT CLEANING	625.40
11/11/2023	22594(E)	CINTAS - CC	BRIGHTWOOD HILLS RESTROOM CLEANING	361.86
11/11/2023	22594(E)	CINTAS - CC	MONTHLY MAT SERVICE - SEPTEMBER 2023	287.64

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
				1,599.67
11/11/2023	22595(E)	COMCAST CABLE-cc	NBCC CABLE BILL	130.69
11/11/2023	22595(E)	COMCAST CABLE-cc	BRIGHTWOOD HILLS CABLE BILL	94.59
11/11/2023	22595(E)	COMCAST CABLE-cc	TV SERVICE FOR PSC	111.16
11/11/2023	22595(E)	COMCAST CABLE-cc	PHONE SERVICE	470.36
				806.80
11/11/2023	22596(E)	Continental Research Corporation-cc	PENETRATING FLUID AND ALL PURPOSE CLEANER	480.00
11/11/2023	22597(E)	COREMARK METALS - CC	BUILDING MATERIALS	64.52
11/11/2023	22597(E)	COREMARK METALS - CC	PROJECT 21-10 PW ADDITION & REMODEL, STEEL FOR TABLES	37.01
11/11/2023	22597(E)	COREMARK METALS - CC	#1609 THREADED ROD AND NUTS FOR HOSE EASEMENT MACHINE	66.28
				167.81
11/11/2023	22598(E)	COSTCO WHOLESALE-CC	PUMPKIN WALK CANDY	157.04
11/11/2023	22598(E)	COSTCO WHOLESALE-CC	WATER BOTTLES	350.55
				507.59
11/11/2023	22599(E)	CUB FOODS-cc	DONUTS FOR COFFEE W/ A COP	37.93
11/11/2023	22600(E)	DAIKIN APPLIED - CC	CITY HALL - QUARTERLY BILLING. INSPECTION ONLY SERVICE LEVEL 10/01/23 -12/31/23	1,848.00
11/11/2023	22601(E)	DALCO ENTERPRISES, INC-cc	VAC BAGS FOR SIDEWALK GRINDER	129.32
11/11/2023	22601(E)	DALCO ENTERPRISES, INC-cc	SPOONS	31.14
11/11/2023	22601(E)	DALCO ENTERPRISES, INC-cc	TOILET PAPER DISPENSER	271.74
11/11/2023	22601(E)	DALCO ENTERPRISES, INC-cc	BUILDING SUPPLIES	291.48
				723.68
11/11/2023	22602(E)	DALLAS CONVENTION CENTER - CC	LUNCH	21.11
11/11/2023	22603(E)	DATAWORKS PLUS LLC - CC	HARDWARE AND SOFTWARE MAINTENANCE FEE FOR IBIS SYSTEM 11/15-23-11/14/24 ** PREPAID ITEM **	505.00
11/11/2023	22604(E)	DAVIS LOCK & SAFE - CC	NEW ELEVATOR KEY	369.50
11/11/2023	22605(E)	DAYS INN - CC	LODGING FOR POLICE EXPLORER DULUTH CONFERENCE	1,265.52
11/11/2023	22606(E)	DELTA AIR-cc	BAGGAGE FEE	30.00
11/11/2023	22606(E)	DELTA AIR-cc	BAGGAGE FEE	30.00
11/11/2023	22606(E)	DELTA AIR-cc	CHECKED BAG	60.00
				120.00
11/11/2023	22607(E)	DEPARTMENT OF LABOR AND INDUSTRY-cc	OCTOBER 2023 SURCHARGE	1,560.46
11/11/2023	22607(E)	DEPARTMENT OF LABOR AND INDUSTRY-cc	OCTOBER 2023 SURCHARGE	(31.53)

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CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
				1,528.93
11/11/2023	22608(E)	Dex Media-cc	MONTHLY MARKETING FEE	118.00
11/11/2023	22609(E)	DIAMOND MOWERS - CC	#1407 CLUTCH & PTO SHAFT	1,143.32
11/11/2023	22610(E)	DNR FOREST NURSERIES - CC	DNR GRANT SUPPLIES FOR TREES	576.00
11/11/2023	22611(E)	DOLLAR TREE-cc	NBCC TRICK OR TREAT EVENT	0.10
11/11/2023	22611(E)	DOLLAR TREE-cc	NBCC TRICK OR TREAT EVENT	1.25
				1.35
11/11/2023	22612(E)	EARL OF SANDWICH - CC	BS&A CONFERENCE MEAL AH & JZ	35.10
11/11/2023	22613(E)	EMERGE ENTERPRISES - CC	NEW BRIGHTON CLEAN UP DAY - MATTRESS RECYCLING	710.00
11/11/2023	22614(E)	FACEBOOK - CC	TAILS ON THE TRAILS FB AD	29.99
11/11/2023	22615(E)	FAMOUS NATHANS - CC	BS&A CONFERENCE MEAL AH & JZ	17.97
11/11/2023	22616(E)	FELD FIRE - CC	FIREFIGHTER BOOTS	1,470.38
11/11/2023	22617(E)	FERGUSON ENTERPRISES, INC-CC	TOILET FOR SUNNY SQUARE	149.00
11/11/2023	22618(E)	FIRSTNET / AT&T - CC	CELLULAR SERVICE	6,594.64
11/11/2023	22619(E)	FLEET FARM - CC	#2016 V-PLOW PINS	0.53
11/11/2023	22619(E)	FLEET FARM - CC	#2016 V-PLOW PINS	6.56
11/11/2023	22619(E)	FLEET FARM - CC	WINTER BIBS - BASARA	139.99
				147.08
11/11/2023	22620(E)	FleetPride-cc	FILTERS FOR STOCK	880.32
11/11/2023	22621(E)	FRA-DOR BLACK DIRT & RECYC -CC	BLACK DIRT	375.25
11/11/2023	22622(E)	FULL SLATE - CC	203 RENEWAL OF UNLIMITED APPOINTMENTS FOR UP TO 5 STAFF MEMBER 10/28-11/27	49.95
11/11/2023	22623(E)	FUN EXPRESS - CC	PUMPKIN WALK PRIZES	375.49
11/11/2023	22624(E)	FW HAWAII EPCOT - CC	BS&A CONFERENCE MEAL AH	10.50

VI_1 APPROVAL OF PAYMENTS

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Check Date	Check #	Payee	Description	Amount
11/11/2023	22625(E)	GODADDY.COM, LLC - CC	NEWBRIGHTONMN.NET DOMAIN RENEWAL	15.06
11/11/2023	22626(E)	Grainger-cc	PROJECT 21-10 PW ADDITION & REMODEL, DESK/TABLE LEG LEVELERS	73.20
11/11/2023	22627(E)	GRAND HYATT - CC	T PAETZNICK - GRAND HYATT SAN DIEGO - LODGING AT IACP CONFERENCE - 10/13-10/17/23	3,298.33
11/11/2023	22627(E)	GRAND HYATT - CC	IACP MEAL	34.84
				3,333.17
11/11/2023	22628(E)	GREATLAND YEARLI - CC	FEDERAL FORM 941 FILING 3RD QTR 2023	5.49
11/11/2023	22629(E)	GREEN MILL-cc	MEAL AT WATER SCHOOL	101.87
11/11/2023	22630(E)	GUINNESS OPEN GATE BREWERY - CC	MEAL AT CONFERENCE	46.13
11/11/2023	22631(E)	HILTON HOTELS-cc	HOTEL BS&A CONFERENCE AH	26.63
11/11/2023	22631(E)	HILTON HOTELS-cc	HOTEL BS&A CONFERENCE JZ	1,545.78
				1,572.41
11/11/2023	22632(E)	HOLCIM - CC	REPAIR FIRE HYDRANT HIT BY BIG BLUE BOX TRUCKER ON 1ST AND 5TH AVE SW	496.68
11/11/2023	22633(E)	HOLIDAY STATIONSTORE - CC	UNLEADED FUEL BULK 13.898 GALLONS - 10/31/23	68.09
11/11/2023	22634(E)	HOLLY JOLLY SANTA VISITS - CC	HOLLY JOLLY SANTA JON	125.00
11/11/2023	22635(E)	HOME DEPOT - CC	DNR GRANT - SUPPLIES FOR TREES	15.94
11/11/2023	22636(E)	HULU - CC	TV SERVICE FOR PSC	99.68
11/11/2023	22637(E)	HYATT REGENCY - CC	MEAL AT CONFERENCE	33.65
11/11/2023	22638(E)	INNOVATIVE IRRIGATION SPEC - CC	BUILDING SUPPLIES	906.10
11/11/2023	22639(E)	Innovative Office Solutions-cc	MISCELLANEOUS MATERIALS AND SUPPLIES	535.15
11/11/2023	22639(E)	Innovative Office Solutions-cc	MISCELLANEOUS MATERIALS AND SUPPLIES	194.98
11/11/2023	22639(E)	Innovative Office Solutions-cc	LAMINATING POUCHES	31.37
11/11/2023	22639(E)	Innovative Office Solutions-cc	NBCC PAPER	476.66
11/11/2023	22639(E)	Innovative Office Solutions-cc	BUILDING SUPPLIES	1,941.47
11/11/2023	22639(E)	Innovative Office Solutions-cc	OFFICE SUPPLY ORDER	168.92
				3,348.55
11/11/2023	22640(E)	InSpec-cc	NEW BRIGHTON ROOF MANAGEMENT 2023 PROFESSIONAL SERVICES	157.50

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Check Date	Check #	Payee	Description	Amount
11/11/2023	22640(E)	InSpec-cc	NEW BRIGHTON ROOF MANAGEMENT 2023 PROFESSIONAL SERVICES	157.50
11/11/2023	22640(E)	InSpec-cc	NEW BRIGHTON ROOF MANAGEMENT 2023 PROFESSIONAL SERVICES	142.50
11/11/2023	22640(E)	InSpec-cc	NEW BRIGHTON ROOF MANAGEMENT 2023 PROFESSIONAL SERVICES	237.19
11/11/2023	22640(E)	InSpec-cc	NEW BRIGHTON ROOF MANAGEMENT 2023 PROFESSIONAL SERVICES	236.25
11/11/2023	22640(E)	InSpec-cc	NEW BRIGHTON ROOF MANAGEMENT 2023 PROFESSIONAL SERVICES	237.19
11/11/2023	22640(E)	InSpec-cc	NEW BRIGHTON ROOF MANAGEMENT 2023 PROFESSIONAL SERVICES	331.87
				1,500.00
11/11/2023	22641(E)	JIMMY JOHN'S-cc	NEW EMPLOYEE LUNCH	44.76
11/11/2023	22641(E)	JIMMY JOHN'S-cc	FIREFIGHTER INTERVIEWS FOOD	88.24
				133.00
11/11/2023	22642(E)	JOE LEMKE PHOTOGRAPHY - CC	PHOTOGRAPHY - NEW BRIGHTON BANNER PROJECT AND IMAGE EDITING	1,200.00
11/11/2023	22643(E)	JOHNSON FIT WELL - CC	FITNESS EQUIPMENT	29.37
11/11/2023	22644(E)	JVT DESIGN STUDIO - CC	PROFESSIONAL SERVICES - DESIGN FOR WELCOME BANNER	250.00
11/11/2023	22645(E)	KAY BAILEY HUTCHINSON CONV CTR - CC	LUNCH - NRPA	15.70
11/11/2023	22646(E)	KAY'S PLACE - CC	BREAKFAST - TRAVEL	10.28
11/11/2023	22647(E)	LA CANTINA - CC	BS&A CONFERENCE MEAL AH & JZ	40.74
11/11/2023	22648(E)	LA COCINA MEXICANA - CC	MEAL AT CONFERENCE	36.92
11/11/2023	22649(E)	LEE HARVEYS - CC	DINNER - NRPA	18.15
11/11/2023	22650(E)	LITTLE ANGIE'S CANTINA - CC	FOOD FOR TRAINING	37.16
11/11/2023	22651(E)	LITTLE CAESARS - CC	PUMPKIN CARVING PIZZA	137.14
11/11/2023	22651(E)	LITTLE CAESARS - CC	PIZZA FOR PARENTS NIGHT OUT & CARVING EVENT	125.75
				262.89
11/11/2023	22652(E)	LOWE'S - CC	GYMNASTICS STORAGE CLOSET	22.53
11/11/2023	22652(E)	LOWE'S - CC	GYMNASTICS STORAGE CLOSET	269.00
				291.53
11/11/2023	22653(E)	LUNDS & BYERLYS - CC	LUNCH FOR DATA PRACTICE TRAINING	11.10

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CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
11/11/2023	22654(E)	LYFT - CC	TRANSPORTATION TO NRPA EVENT	11.54
11/11/2023	22655(E)	MARRIOTT HOTELS - CC	HOTEL AT CONFERENCE	747.32
11/11/2023	22656(E)	MC TOOL & SAFETY SALES - CC	FLASHLIGHT	189.90
11/11/2023	22656(E)	MC TOOL & SAFETY SALES - CC	MARKING PAINT	904.44
				1,094.34
11/11/2023	22657(E)	Menards-cc	SUPPLIES FOR CONCRETE WORK	11.36
11/11/2023	22657(E)	Menards-cc	SUPPLIES FOR CONCRETE WORK	249.63
11/11/2023	22657(E)	Menards-cc	BLACK SPRAY PAINT FOR STOCK	20.94
11/11/2023	22657(E)	Menards-cc	BENCH LUMBER SUPPLIES	192.28
11/11/2023	22657(E)	Menards-cc	CLEANING SUPPLIES	30.95
11/11/2023	22657(E)	Menards-cc	PROJECT 21-10 PW ADDITION & REMODEL, SUPPLIES FOR TABLES	19.56
11/11/2023	22657(E)	Menards-cc	SUPPLIES FOR CONCRETE WORK AT 5TH AVE & 1ST ST	17.33
11/11/2023	22657(E)	Menards-cc	LIFT STATION HEATER	104.98
				647.03
11/11/2023	22658(E)	METROPOLITAN COUNCIL ENVIRO - CC	PARTIAL PAYMENT FOR NOVEMBER WASTE WATER SERVICES	19,999.00
11/11/2023	22659(E)	METROPOLITAN COURIER CORP - CC	SERVICES FOR THE MONTH OF SEPTEMBER	1,410.00
11/11/2023	22660(E)	MICROSOFT - CC	DCAD O365 ACCOUNT	0.58
11/11/2023	22660(E)	MICROSOFT - CC	DCAD O365 ACCOUNT	6.99
				7.57
11/11/2023	22661(E)	MIDWAY FORD - CC	#1804 WINDOW SWITCH	281.60
11/11/2023	22662(E)	MINNEAPOLIS FINANCE DEPT - CC	WATER FIXED CHARGE - SEPTEMBER	4,954.40
11/11/2023	22663(E)	MN DEPT OF LABOR & INDUSTRY-CC	BOILERLICENSE	30.00
11/11/2023	22663(E)	MN DEPT OF LABOR & INDUSTRY-CC	PRESSURE VESSEL	10.00
				40.00
11/11/2023	22664(E)	MN LAW ENFORCEMENT EXPLORER - CC	ADVISOR REG FEES FOR EXPLORER CONF (\$110.00); EXPLORER CONF REG FEES (\$450)	560.00
11/11/2023	22665(E)	MN PARK AND SPORTS FIELD MAN - CC	MPSTMA TRAINING	120.00
11/11/2023	22666(E)	MN ST IAP ADM PMD PARK-CC	PARKING FOR DATA PRACTICE TRAINING	8.00
11/11/2023	22667(E)	MOUNDS VIEW PUBLIC SCHOOL-cc	TENNIS COURT FEES	40.00
11/11/2023	22667(E)	MOUNDS VIEW PUBLIC SCHOOL-cc	VOLLEYBALL FACILITY FEE	748.14
11/11/2023	22667(E)	MOUNDS VIEW PUBLIC SCHOOL-cc	SWIM LESSON FACILITY FEE	1,316.24
11/11/2023	22667(E)	MOUNDS VIEW PUBLIC SCHOOL-cc	GYMNASTICS GYM FEES	1,480.62

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Check Date	Check #	Payee	Description	Amount
				3,585.00
11/11/2023	22668(E)	MRPA - CC	ATHLETIC MGMT INSTITUTE	75.00
11/11/2023	22669(E)	MTI-cc	#1913 SEAL	374.62
11/11/2023	22670(E)	NAPA AUTO PARTS - CC	WIRE LOOM FOR STOCK	145.62
11/11/2023	22671(E)	NEW BRIGHTON FORD-cc	#2108 IGNITION SWITCH	417.68
11/11/2023	22672(E)	NIHCA - CC	NIHCA ROUND TABLE	25.00
11/11/2023	22673(E)	NORDEAST COFFEE COMPANY, INC - CC	COFFEE	702.10
11/11/2023	22674(E)	NORM'S TIRE SALES -CC	#1305 TIRES	1,291.78
11/11/2023	22675(E)	NORTHERN TOOL EQUIPMENT-cc	SHOP SUPPLIES FOR STOCK	70.39
11/11/2023	22676(E)	OFFICESUPPLY.COM - CC	COFFEE CUPS/ALCOHOL WIPES FOR LICENSE BUREAU	536.23
11/11/2023	22676(E)	OFFICESUPPLY.COM - CC	COFFEE CUPS/ALCOHOL WIPES FOR LICENSE BUREAU	140.22
				676.45
11/11/2023	22677(E)	ON SITE COMPANIES-OSSTC - CC	ON SITE WASTE REMOVAL	365.00
11/11/2023	22677(E)	ON SITE COMPANIES-OSSTC - CC	SATELLITE FOR POST OFFICE WATER SHUT DOWN	207.00
				572.00
11/11/2023	22678(E)	Orkin -cc	OCTOBER 2023 PEST CONTROL	99.99
11/11/2023	22678(E)	Orkin -cc	PEST CONTROL FREEDOM NEIGHBORHOOD CENTER	73.99
11/11/2023	22678(E)	Orkin -cc	PEST CONTROL HANSEN NEIGHBORHOOD CENTER	73.99
11/11/2023	22678(E)	Orkin -cc	NBCC PEST CONTROL	116.99
				364.96
11/11/2023	22679(E)	OTC BRANDS INC. - CC	ADAPTIVE BOWLING PRIZES	2.51
11/11/2023	22679(E)	OTC BRANDS INC. - CC	ADAPTIVE BOWLING PRIZES	29.97
				32.48
11/11/2023	22680(E)	OXYGEN SERVICE COMPANY -cc	CYLINDER RENTAL - OCTOBER	131.80
11/11/2023	22680(E)	OXYGEN SERVICE COMPANY -cc	OXYGEN SERVICE FOR BUILDING - MARCH AND MAY 2023	16.74
				148.54
11/11/2023	22681(E)	PAYPAL - CC	RESTROOM CLOSED SIGN	21.15
11/11/2023	22682(E)	PECOS BILL CAFE - CC	BS&A CONFERENCE MEAL AH & JZ	48.94

VI_1 APPROVAL OF PAYMENTS

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Check Date	Check #	Payee	Description	Amount
11/11/2023	22683(E)	PIER B RESORT HOTEL - CC	HOTEL FOR CONFERENCE	1,071.66
11/11/2023	22684(E)	PIKE & PINT GRILL - CC	LUNCH FOR TRAINING	35.62
11/11/2023	22685(E)	PIONEER PRESS-CC	CITY OF NEW BRIGHTON LEGALS	177.87
11/11/2023	22686(E)	POWER SYSTEMS - CC	FITNESS SUPPLIES	2,194.56
11/11/2023	22687(E)	PRATT STREET ALE HOUSE - CC	MEAL AT CONFERENCE	24.60
11/11/2023	22688(E)	RALPHS - CC	IACP BREAKFAST	24.93
11/11/2023	22689(E)	RAMSEY COUNTY ENVIRONMENTAL - CC	FOOD LICENSE	187.00
11/11/2023	22690(E)	RED RIVER FLAGS - CC	FLAGS - NEW BRIGHTON	2,029.51
11/11/2023	22691(E)	REPUBLIC SERVICES - CC	RECYCLING SERVICES 10/01/2023 - 10/31/2023	21,071.46
11/11/2023	22691(E)	REPUBLIC SERVICES - CC	STREET SWEEPINGS - 9/30/23	10,482.21
				31,553.67
11/11/2023	22692(E)	RHINO MARKING AND PROTECTION - CC	#1706 HIT KIT	181.06
11/11/2023	22693(E)	RTL EQUIPMENT INC - CC	#1701 LAMP ASSEMBLY	95.74
11/11/2023	22694(E)	RUBBER STAMP CHAMP - CC	2023 DEPUTY STAMPS AND REPLACEMENT INK PAD	151.00
11/11/2023	22695(E)	S&S WORLDWIDE-CC	BASKETBALLS	103.59
11/11/2023	22696(E)	SAFEGUARD - CC	DEPOSIT TICKETS	143.37
11/11/2023	22697(E)	SAM'S CLUB - CC	PUMPKIN CARVING AND SENIOR COFFEE	424.58
11/11/2023	22697(E)	SAM'S CLUB - CC	PUMPKIN CARVING AND SENIOR COFFEE	25.46
				450.04
11/11/2023	22698(E)	SCHADEGG MECHANICAL INC. - CC	REPAIR VAV OVERHEATING OFFICE. VAV 102	401.00
11/11/2023	22699(E)	SCHINDLER ELEVEATOR CORP - CC	CITY HALL ELEVATOR SERVICE QUARTERLY BILLING 11/01/2023 - 01/31/2024	522.36
11/11/2023	22700(E)	SHARROW LIFTING PRODUCTS-cc	#985 CHAIN LINKS	9.98
11/11/2023	22700(E)	SHARROW LIFTING PRODUCTS-cc	REPAIR BACK BAY CRANE	827.75
				837.73

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
11/11/2023	22701(E)	SITEONE LANDSCAPE SUPPLY - CC	GREENS COVERS	2,843.74
11/11/2023	22702(E)	SIWEK LUMBER & MILLWORK CORP - CC	PROJECT 21-10 PW ADDITION & REMODEL, BUTCHERBLCK BLANKS FOR FRONT DESK	2,467.11
11/11/2023	22703(E)	SPEEDTECH LIGHTS - CC	#2308 EXTENSION CABLE	71.69
11/11/2023	22704(E)	STRATUS BUILDING SOLUTIONS - CC	NBCC CLEANING	5,995.00
11/11/2023	22705(E)	STREICHER'S-cc	EQUIPMENT FOR RESERVE PROGRAM	244.74
11/11/2023	22706(E)	SUMMIT FIRE PROTECTION-cc	FIRE EXTINGUISHER INSPECTION	751.80
11/11/2023	22706(E)	SUMMIT FIRE PROTECTION-cc	FIRE EXTINGUISHER INSPECTION	169.25
				921.05
11/11/2023	22707(E)	SUSTAINABLE FORESTRY INITIATIV - CC	ACTIVITY GUIDE FOR NATURE PALS CLASS	14.99
11/11/2023	22708(E)	TACOS EL GORDO - CC	IACP DINNER	32.31
11/11/2023	22709(E)	TAHO SPORTSWEAR - CC	BA STAFF SHIRTS	472.50
11/11/2023	22710(E)	TANGIBLE VALUES - CC	2023 W2 FORMS/ENVELOPES & 1095 ENVELOPES	148.09
11/11/2023	22711(E)	TARGET-cc	RESALE SUPPLIES/NBCC TRICK OR TREAT EVENT	13.67
11/11/2023	22711(E)	TARGET-cc	RESALE SUPPLIES/NBCC TRICK OR TREAT EVENT	111.34
11/11/2023	22711(E)	TARGET-cc	YOUTH LEAGUE HOT COCA SOCIAL	12.34
11/11/2023	22711(E)	TARGET-cc	RESALE SUPPLIES/NBCC TRICK OR TREAT EVENT	5.69
11/11/2023	22711(E)	TARGET-cc	MICROWAVE FOR UPSTAIRS TRAINING AREA	69.99
				213.03
11/11/2023	22712(E)	TENET - CC	FABRIC FOR TOTEM PLAYGROUND	46.22
11/11/2023	22712(E)	TENET - CC	FABRIC FOR TOTEM PLAYGROUND	551.83
				598.05
11/11/2023	22713(E)	Terminal Supply Co-cc	FUSES, CABLE TIES, SCREWS, AND DRILL BITS FOR STOCK	128.86
11/11/2023	22714(E)	TERRY BLACK'S BARBEQUE - CC	DINNER - NRPA	57.66
11/11/2023	22715(E)	TESSMAN COMPANY-cc	ICE MELT	590.50
11/11/2023	22716(E)	TGI FRIDAY'S - CC	LUNCH - NRPA	17.71
11/11/2023	22717(E)	THE EXCHANGE FOOD & DRINK-cc	WELCOME LUNCH FOR PENG VANG	52.80

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
11/11/2023	22718(E)	THE HOME DEPOT-cc	SUPPLIES FOR CONCRETE WORK	3.45
11/11/2023	22718(E)	THE HOME DEPOT-cc	SUPPLIES FOR CONCRETE WORK	42.40
11/11/2023	22718(E)	THE HOME DEPOT-cc	WELL #15 DRILL BITS	90.82
11/11/2023	22718(E)	THE HOME DEPOT-cc	PROJECT 21-10 PW ADDITION & REMODEL, SUPPLIES FOR TABLES	163.85
11/11/2023	22718(E)	THE HOME DEPOT-cc	#1609 ITEMS FOR HOSE PULLER	14.10
				314.62
11/11/2023	22719(E)	THE MPX GROUP - CC	BUSINESS CARDS - MAIYA FAIR	121.88
11/11/2023	22720(E)	THE STAR TRIBUNE-cc	SUBSCRIPTION	362.42
11/11/2023	22721(E)	THE TOMBS - CC	MEAL AT CONFERENCE	14.00
11/11/2023	22721(E)	THE TOMBS - CC	MEAL AT CONFERENCE	33.27
				47.27
11/11/2023	22722(E)	THOMSON REUTERS- WEST-CC	CLEAR LAW ENFORCEMENT PLUS - OCTOBER 2023	369.59
11/11/2023	22723(E)	TRI-STATE BOBCAT - CC	#1913 ROLLERS, TUBE, SPACER	1,440.75
11/11/2023	22724(E)	TWIN CITY HARDWARE-cc	CORE FOR WATER AND KEYS FOR PARKS	33.38
11/11/2023	22724(E)	TWIN CITY HARDWARE-cc	CORE FOR WATER AND KEYS FOR PARKS	124.01
				157.39
11/11/2023	22725(E)	TWO WINGS COFFEE - CC	LUNCH - NRPA	21.58
11/11/2023	22726(E)	U.K. FISH AND CHIPS KIOSK - CC	BS&A CONFERENCE MEAL JZ	18.12
11/11/2023	22727(E)	UBER - CC	TRANSPORTATION FROM AIRPORT TO HOTEL	148.97
11/11/2023	22728(E)	UBER EATS - CC	PERSONAL CHARGE - WILL REIMBURSE CITY	19.65
11/11/2023	22729(E)	UNUHE - CC	TRANSLATION	10.80
11/11/2023	22730(E)	VEIMAN TREE SERVICE - CC	DNR GRANT - 3 ASH TREES REMOVED	875.00
11/11/2023	22731(E)	Verizon-cc	CELLULAR SERVICE	4,037.90
11/11/2023	22732(E)	VITALITY TAP CAFE - CC	IACP MEAL	27.09
11/11/2023	22733(E)	WALMART.COM - CC	COMMUNITY LUNCH SUPPLIES	1.59
11/11/2023	22733(E)	WALMART.COM - CC	COMMUNITY LUNCH SUPPLIES	19.60
11/11/2023	22733(E)	WALMART.COM - CC	BOOK CLUB SUPPLIES	22.67

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
				43.86
11/11/2023	22734(E)	WHEELER HARDWARE COMPANY-cc	DOOR HANDLES FOR NEW SHOP	443.25
11/11/2023	22735(E)	WHITE CAP, LP - CC	WHITE CONCRETE SEALER	92.30
11/11/2023	22736(E)	WOMEN IN LEISURE SERVICES - CC	WILS MEMBERSHIP	42.00
11/11/2023	22737(E)	WW GOETSCH ASSOCIATES INC - CC	LIFT STATION WORK	900.00
11/11/2023	22738(E)	YOGA DIRECT - CC	YOGA SUPPLIES	164.82
11/11/2023	22739(E)	ZAHL PETROLEUM MAINTENANCE CO - CC	#050 BIOCIDES FOR PSC GENERATOR	445.00
11/30/2023	22740(E)	4M - BANK CHARGES - EFT	POSITIVE PAY CHARGES IN 4M NOVEMBER	62.46
11/28/2023	22741(E)	ALERUS RETIREMENT & BENEFITS-EFT	HSA SERVICE FEE COVERED BY CITY NOVEMBER	312.00
11/13/2023	22742(E)	MONEY MOVERS	OCT 2023 SERVICES	20.75
11/30/2023	22743(E)	AFLAC	AFLAC NOVEMBER	2,848.04
11/30/2023	22744(E)	MN DEPT OF TRANSPORTATION	ACH SWEEPS NOVEMBER	8,262.44
11/30/2023	22744(E)	MN DEPT OF TRANSPORTATION	ACH SWEEPS NOVEMBER	1,664,132.62
11/30/2023	22744(E)	MN DEPT OF TRANSPORTATION	ACH SWEEPS NOVEMBER	541.50
				1,672,936.56
11/30/2023	22745(E)	PAYMENTECH - EFT	PAYMENTECH FEES NOVEMBER 2023 INVOICE CLOUD	35.26
11/30/2023	22745(E)	PAYMENTECH - EFT	PAYMENTECH FEES NOVEMBER 2023 INVOICE CLOUD	973.58
11/30/2023	22745(E)	PAYMENTECH - EFT	PAYMENTECH FEES NOVEMBER 2023 INVOICE CLOUD	1,149.48
11/30/2023	22745(E)	PAYMENTECH - EFT	PAYMENTECH FEES NOVEMBER 2023 INVOICE CLOUD	1,149.48
11/30/2023	22745(E)	PAYMENTECH - EFT	PAYMENTECH FEES NOVEMBER 2023 INVOICE CLOUD	574.73
				3,882.53
12/01/2023	22746(E)	HEALTH PARTNERS- EFT	DENTAL DECEMBER	6,078.42
12/01/2023	22746(E)	HEALTH PARTNERS- EFT	DENTAL DECEMBER	438.36
				6,516.78
12/04/2023	22747(E)	EBSO	SOURCEWELL HEALTH INSURANCE FOR DECEMBER	98,910.81
12/04/2023	22747(E)	EBSO	SOURCEWELL HEALTH INSURANCE FOR DECEMBER	3,153.73
12/04/2023	22747(E)	EBSO	SOURCEWELL HEALTH INSURANCE FOR DECEMBER	3,377.79
				105,442.33
12/04/2023	22748(E)	XCEL ENERGY	WELLS & LIFT STATIONS 09/17-10/16/23	281.76
12/04/2023	22748(E)	XCEL ENERGY	WELLS & LIFT STATIONS 09/17-10/16/23	24.83

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
12/04/2023	22748(E)	XCEL ENERGY	WELLS & LIFT STATIONS 09/17-10/16/23	57,665.28
12/04/2023	22748(E)	XCEL ENERGY	WELLS & LIFT STATIONS 09/17-10/16/23	278.70
12/04/2023	22748(E)	XCEL ENERGY	WELLS & LIFT STATIONS 09/17-10/16/23	1,291.00
12/04/2023	22748(E)	XCEL ENERGY	WELLS & LIFT STATIONS 09/17-10/16/23	160.47
12/04/2023	22748(E)	XCEL ENERGY	WELLS & LIFT STATIONS 09/17-10/16/23	479.87
12/04/2023	22748(E)	XCEL ENERGY	WELLS & LIFT STATIONS 09/17-10/16/23	24.01
				60,205.92
12/04/2023	22807(E)	GLOBAL PAYMENTS, INC	NBCC NOVEMBER 2023 CC FEES	2,153.71
12/04/2023	22807(E)	GLOBAL PAYMENTS, INC	NBCC NOVEMBER 2023 CC FEES	3,230.57
12/04/2023	22807(E)	GLOBAL PAYMENTS, INC	GOLF NOVEMBER 2023 CC FEES	367.01
				5,751.29
12/05/2023	22808(E)	AMERICAN EXPRESS - EFT	NOVEMBER AMEX CREDIT CARD FEES 10/30/2023 - 11/29/2023	72.04
12/05/2023	22808(E)	AMERICAN EXPRESS - EFT	NOVEMBER AMEX CREDIT CARD FEES 10/30/2023 - 11/29/2023	26.19
12/05/2023	22808(E)	AMERICAN EXPRESS - EFT	NOVEMBER AMEX CREDIT CARD FEES 10/30/2023 - 11/29/2023	128.03
12/05/2023	22808(E)	AMERICAN EXPRESS - EFT	NOVEMBER AMEX CREDIT CARD FEES 10/30/2023 - 11/29/2023	128.03
12/05/2023	22808(E)	AMERICAN EXPRESS - EFT	NOVEMBER AMEX CREDIT CARD FEES 10/30/2023 - 11/29/2023	64.01
				418.30
12/07/2023	22809(E)	INVOICE CLOUD INC.	INVOICE CLOUD FEES 11/01/23-11/30/23	11.25
12/07/2023	22809(E)	INVOICE CLOUD INC.	INVOICE CLOUD FEES 11/01/23-11/30/23	159.90
12/07/2023	22809(E)	INVOICE CLOUD INC.	INVOICE CLOUD FEES 11/01/23-11/30/23	347.46
12/07/2023	22809(E)	INVOICE CLOUD INC.	INVOICE CLOUD FEES 11/01/23-11/30/23	347.46
12/07/2023	22809(E)	INVOICE CLOUD INC.	INVOICE CLOUD FEES 11/01/23-11/30/23	173.73
				1,039.80
12/07/2023	22810(E)	PITNEY BOWES INC - EFT	POSTAGE MACHINE REFILL DECEMBER 2023	2,000.00
12/07/2023	22811(E)	XCEL ENERGY	WELLS & LIFT STATIONS 10/17/23-11/14/23	897.29
12/07/2023	22811(E)	XCEL ENERGY	CITY HALL/PSB 10/15-11/13/23	2,044.75
12/07/2023	22811(E)	XCEL ENERGY	CITY HALL/PSB 10/15-11/13/23	918.93
12/07/2023	22811(E)	XCEL ENERGY	WELLS & LIFT STATIONS 10/17/23-11/14/23	2,298.19
12/07/2023	22811(E)	XCEL ENERGY	WELLS & LIFT STATIONS 10/17/23-11/14/23	108.63
12/07/2023	22811(E)	XCEL ENERGY	PARKS 10/16-11/14/23	1,371.09
12/07/2023	22811(E)	XCEL ENERGY	PARKS 10/16-11/14/23	259.75
12/07/2023	22811(E)	XCEL ENERGY	NBCC/BHGC 10/16-11/14/23	6,411.32
12/07/2023	22811(E)	XCEL ENERGY	NBCC/BHGC 10/16-11/14/23	2,913.86
12/07/2023	22811(E)	XCEL ENERGY	NBCC/BHGC 10/16-11/14/23	438.57
12/07/2023	22811(E)	XCEL ENERGY	NBCC/BHGC 10/16-11/14/23	120.92
12/07/2023	22811(E)	XCEL ENERGY	CITY HALL/PSB 10/15-11/13/23	3,506.46
12/07/2023	22811(E)	XCEL ENERGY	CITY HALL/PSB 10/15-11/13/23	1,994.69
12/07/2023	22811(E)	XCEL ENERGY	WELLS & LIFT STATIONS 10/17/23-11/14/23	33,714.14
12/07/2023	22811(E)	XCEL ENERGY	WELLS & LIFT STATIONS 10/17/23-11/14/23	2,490.30
12/07/2023	22811(E)	XCEL ENERGY	WELLS & LIFT STATIONS 10/17/23-11/14/23	974.93
12/07/2023	22811(E)	XCEL ENERGY	WELLS & LIFT STATIONS 10/17/23-11/14/23	355.43
12/07/2023	22811(E)	XCEL ENERGY	WELLS & LIFT STATIONS 10/17/23-11/14/23	562.42
12/07/2023	22811(E)	XCEL ENERGY	WELLS & LIFT STATIONS 10/17/23-11/14/23	23.66
12/07/2023	22811(E)	XCEL ENERGY	STREET LIGHTS 10/16-11/14/23	13,541.60
12/07/2023	22811(E)	XCEL ENERGY	STREET LIGHTS 10/16-11/14/23	15.34

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
				74,962.27
12/14/2023	22812(E)	MONEY MOVERS	NOV 2023 SERVICES	18.50
12/15/2023	22813(E)	VANCO PAYMENT SOLUTIONS	MONTHLY VANCO FEES NOVEMBER 2023	28.59
12/15/2023	22813(E)	VANCO PAYMENT SOLUTIONS	MONTHLY VANCO FEES NOVEMBER 2023	28.59
12/15/2023	22813(E)	VANCO PAYMENT SOLUTIONS	MONTHLY VANCO FEES NOVEMBER 2023	14.30
				71.48
12/18/2023	22814(E)	HEALTH PARTNERS- EFT	DENTAL DECEMBER - RETRO	107.76
12/19/2023	22815(E)	MN DEPT OF REVENUE	NOVEMBER 2023 SALES TAX	(202.85)
12/19/2023	22815(E)	MN DEPT OF REVENUE	NOVEMBER 2023 SALES TAX	9,618.73
12/19/2023	22815(E)	MN DEPT OF REVENUE	NOVEMBER 2023 SALES TAX	622.99
12/19/2023	22815(E)	MN DEPT OF REVENUE	NOVEMBER 2023 SALES TAX	375.72
12/19/2023	22815(E)	MN DEPT OF REVENUE	NOVEMBER 2023 SALES TAX	2,114.67
12/19/2023	22815(E)	MN DEPT OF REVENUE	NOVEMBER 2023 SALES TAX	82.87
12/19/2023	22815(E)	MN DEPT OF REVENUE	NOVEMBER FUEL TAX	237.69
12/19/2023	22815(E)	MN DEPT OF REVENUE	NOVEMBER 2023 SALES TAX	5,399.87
				18,249.69
12/20/2023	22816(E)	ALERUS RETIREMENT & BENEFITS-EFT	COBRA FEES NOVEMBER	36.00
12/27/2023	22830(E)	ALERUS RETIREMENT & BENEFITS-EFT	HSA SERVICE FEE COVERED BY CITY DECEMBER	316.00
12/29/2023	22831(E)	AFLAC	AFLAC DECEMBER	4,272.06
		TOTAL - ALL FUNDS	TOTAL OF 205 CHECKS	2,166,870.60
CHECK NUMBER 22749 - 22829				
12/08/2023	22749(A)	BARR ENGINEERING COMPANY	PROGRESS ON NEW BRIGHTON EXCHANGE I-694 & I-35W	38.50
12/08/2023	22749(A)	BARR ENGINEERING COMPANY	PROGRESS ON NEW BRIGHTON EXCHANGE I-694 & I-35W	926.82
				965.32
12/08/2023	22750(A)	BOLTON & MENK, INC	PARKING STUDY GRANT	4,309.50
12/08/2023	22751(A)	COVERALL OF THE TWIN CITIES	BEGIN CLEANING SERVICES AT MAINTENANCE FACILITY 11/15/23 - 11/30/23	0.00
12/08/2023	22751(A)	COVERALL OF THE TWIN CITIES	COMMERCIAL CLEANING SERVICES	2,106.00
12/08/2023	22751(A)	COVERALL OF THE TWIN CITIES	BEGIN CLEANING SERVICES AT MAINTENANCE FACILITY 11/15/23 - 11/30/23	1,114.61
12/08/2023	22751(A)	COVERALL OF THE TWIN CITIES	CLEANING SERVICES FOR BUILDING - DECEMBER 2023	2,816.00
				6,036.61
12/08/2023	22752(A)	CRAWFORD, LEIGH	2023 NOVEMBER DEALER BANK RUNS	311.06
12/08/2023	22753(A)	EGAN COMPANY	WTP#1 REPAIR HEATERS	3,879.00
12/08/2023	22753(A)	EGAN COMPANY	WTP#3 REPAIR HEATER	1,096.00
				4,975.00

VI_1 APPROVAL OF PAYMENTS

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Check Date	Check #	Payee	Description	Amount
12/08/2023	22754(A)	FACTORY MOTOR PARTS CO	#018 STEERING GEAR	354.11
12/08/2023	22755(A)	FOREST LAKE CONTRACTING, INC	PARTIAL PAYMENT 7 OLD HIGHWAY 8	649,594.18
12/08/2023	22755(A)	FOREST LAKE CONTRACTING, INC	POLE #741 ON SLR - WIRE REPAIR	3,218.91
				652,813.09
12/08/2023	22756(A)	FREDRIKSON & BYRON	LEGAL COSTS	54,827.00
12/08/2023	22757(A)	GECK, DUEA & OLSON, PLLC	MONTHLY CONTRACT RATE	7,085.00
12/08/2023	22758(A)	GOPHER STATE ONE-CALL	LOCATE TICKETS - NOVEMBER 164	72.00
12/08/2023	22758(A)	GOPHER STATE ONE-CALL	LOCATE TICKETS - NOVEMBER 164	72.00
12/08/2023	22758(A)	GOPHER STATE ONE-CALL	LOCATE TICKETS - NOVEMBER 164	72.00
				216.00
12/08/2023	22759(A)	HAMDORF, TREVOR	T HAMDORF - REIMB FOR GROUND TRANSPORTATION FOR CONFERENCE IN SAN DIEGO	61.40
12/08/2023	22760(A)	HARTMAN, JESSE	INTERNET REIMBURSEMENT 12/3/23 - 1/2/24	70.00
12/08/2023	22761(A)	KATH FUEL OIL SERVICE	WASHER FLUID FOR STOCK	146.20
12/08/2023	22762(A)	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	5,389.95
12/08/2023	22762(A)	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	210.45
12/08/2023	22762(A)	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	869.25
				6,469.65
12/08/2023	22763(A)	KODET ARCHITECTURAL GROUP, LTD	CONSTRUCTION ADMINISTRATION - PUBLIC WORKS REMODEL	1,827.73
12/08/2023	22764(A)	L.E.L.S	POLICE/SERG UNION DUES FOR DECEMBER	1,755.00
12/08/2023	22765(A)	LOFFLER COMPANIES, INC	CONTRACT OVERAGE CHARGE FOR THE 11/01/2023 TO 11/30/2023 OVERAGE PERIOD	389.65
12/08/2023	22766(A)	LOVDAHL PITCHING ACADEMY	PMT FOR BBALL LESSONS 11/28-12/26	640.00
12/08/2023	22767(A)	MINUTE MAKER SECRETARIAL	EDC, PREC, PUBLIC SAFETY COMM, CITY COUNCIL/WORKSESSION MTGS BETWEEN 11/1/23 AND 11/14/23	824.75
12/08/2023	22768(A)	MN TEAMSTERS #320	MAINTENANCE DUES DECEMBER	1,477.00

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
12/08/2023	22769(A)	MUSIC TOGETHER IN THE VALLEY LLC	FALL INVOICE FOR MUSI C TOGETHER	2,979.40
12/08/2023	22770(A)	NUSS TRUCK & EQUIPMENT	#983 DIFF LOCK REPAIR AND APPLY (\$125.11) CREDIT, PSO031455-1	9,039.95
12/08/2023	22771(A)	POSTMASTER, ST PAUL	MAILING PERMIT #3655 WINTER 23-24 ACTIVITY GUIDE	3,000.00
12/08/2023	22772(A)	RAMSEY COUNTY	QUARTER 3 ELECTION SERVICES CONTRACT	32,349.00
12/08/2023	22773(A)	RAMSEY COUNTY ECOM	FLEET SUPPORT FEES - NOVEMBER	15.60
12/08/2023	22773(A)	RAMSEY COUNTY ECOM	FLEET SUPPORT SERVICES - NOVEMBER 2023	13,819.09
12/08/2023	22773(A)	RAMSEY COUNTY ECOM	FLEET SUPPORT FEES - NOVEMBER	15.60
12/08/2023	22773(A)	RAMSEY COUNTY ECOM	FLEET SUPPORT FEES - NOVEMBER	15.60
				13,865.89
12/08/2023	22774(A)	RDO EQUIPMENT CO.	#2105 SEAL KIT	80.52
12/08/2023	22775(A)	REACH FOR RESOURCES	INCLUSION SERVICES MILAGE SEPTEMBER	223.92
12/08/2023	22775(A)	REACH FOR RESOURCES	INCLUSION SERVICES MILAGE SEPTEMBER	18.26
				242.18
12/08/2023	22776(A)	SAND CREEK EAP LLC	EAP SERVICES	2,010.00
12/08/2023	22777(A)	SCHADEGG MECHANICAL, INC.	QUARTERLY PREVENTIVE MAINTENANCE AGREEMENT	4,375.00
12/08/2023	22778(A)	STREET FLEET	2023 LB COURIER STREET FLEET SECOND HALF OF NOVEMBER 2023 LB REPORT COURIER	47.04
12/08/2023	22779(A)	TITAN MACHINERY	#2309 CASE SKID LOADER SV280B	16,978.00
12/08/2023	22780(A)	TOKLE INSPECTIONS INC	NOVEMBER 2023 ELECTRICAL INSPECTIONS	3,469.32
12/15/2023	22781(A)	AERCOR WIRELESS, INC	FORTINET RENEWAL	4,216.05
12/15/2023	22782(A)	COVERALL OF THE TWIN CITIES	CLEANING SERVICES AT MAINTENANCE FACILITY DECEMBER	0.00
12/15/2023	22782(A)	COVERALL OF THE TWIN CITIES	CLEANING SERVICES AT MAINTENANCE FACILITY DECEMBER	2,070.00
				2,070.00
12/15/2023	22783(A)	CRYSTEEL TRUCK EQUIPMENT	#1301 SPINNER MOTOR AND HUB	510.38
12/15/2023	22784(A)	ELECTRO WATCHMAN INC	WELLHOUSE 5 DOOR REPAIR	1,415.00
12/15/2023	22785(A)	ESS BROTHERS & SONS INC.	STORM SEWER BEHIVE AND ADJUSTING RING FOR MH'S	959.00

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
12/15/2023	22786(A)	FACTORY MOTOR PARTS CO	#1410 AXLE SEAL AND GEAR LUBE	47.64
12/15/2023	22787(A)	HATHAWAY, MARILYN	REIMBURSEMENT FOR COOKING CLASS SUPPLIES	31.63
12/15/2023	22788(A)	LOFFLER COMPANIES, INC	CONTRACT OVERAGE 11/9/23 - 12/8/23	73.03
12/15/2023	22789(A)	MANSFIELD OIL COMPANY OF GAINSVILLE	DIESEL FUEL FIXED 500.00 GALLONS - 12/5/23	4,675.96
12/15/2023	22790(A)	NEW BRIGHTON/MOUNDSVIEW ROTARY CLUB	OCTOBER THROUGH DECEMBER 2023 DUES	161.00
12/15/2023	22791(A)	NUSS TRUCK & EQUIPMENT	#2208 LEVEL VALVE	54.83
12/22/2023	22792(A)	CENTER FOR VALUES-BASED INITIATIVES	PUBLIC SAFETY STAFFING STUDY MILESTONE 1	20,000.00
12/22/2023	22793(A)	CRYSTEEL TRUCK EQUIPMENT	#2308 V-PLOW	12,052.00
12/22/2023	22794(A)	ELECTRO WATCHMAN INC	PROJECT 21-10 PW ADDITION & REMODEL, DOOR ACCESS	5,888.91
12/22/2023	22795(A)	FACTORY MOTOR PARTS CO	OW20 OIL	6.46
12/22/2023	22796(A)	HAWKINS, INC.	LPC-4 (ORTHO)	6,256.19
12/22/2023	22797(A)	INSTRUMENTAL RESEARCH, INC	WATER TESTING - NOVEMBER	299.00
12/22/2023	22798(A)	INTEGRATED CITY SOLUTIONS	BLAST, PRIME, PAINT AND MAINTENANCE OF HYDRANTS - 2023	14,420.00
12/22/2023	22799(A)	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	234.00
12/22/2023	22799(A)	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	930.00
				1,164.00
12/22/2023	22800(A)	KURITA AMERICA INC.	ANTHRACITE, 147 CUBIC FT	5,475.75
12/22/2023	22801(A)	LVC COMPANIES, INC.	WELL #6 TROUBLESHOOT DOOR CONNECTIONS BETWEEN ACCESS PANEL AND INTRUSION PANEL	390.00
12/22/2023	22802(A)	MANSFIELD OIL COMPANY OF GAINSVILLE	UNLEADED FUEL FIXED 1000.00 GALLONS - 12/15/23	2,930.75
12/22/2023	22803(A)	ROCHON CORPORATION	PAY APPLICATION FOR NB PUBLIC WORKS - 015	68,175.18

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
12/22/2023	22804(A)	STREET FLEET	2023 LB COURIER STREET FLEET FIRST HALF OF DECEMBER 2023 LB REPORT COURIER	47.04
12/22/2023	22805(A)	VISUAL IMPACT	STREET POLE BANNERS - FINAL PRINTS	25,991.54
12/22/2023	22805(A)	VISUAL IMPACT	STREET POLE BANNERS - FINAL PRINTS	196.34
				26,187.88
12/22/2023	22806(A)	WSB & ASSOCIATES INC	LIONS PARK SPLASHPAD PROFESSIONAL SERVICES FROM SEPTEMBER 1-30, 2023	1,252.25
12/22/2023	22806(A)	WSB & ASSOCIATES INC	HANSEN PARK EAST PROFESSIONAL SERVICES FROM SEPTEMBER 1-30, 2023	7,952.25
12/22/2023	22806(A)	WSB & ASSOCIATES INC	TOTEM POLE PARK PROFESSIONAL SERVICES FROM SEPTEMBER 1-30, 2023	9,667.50
				18,872.00
12/29/2023	22817(A)	BARR ENGINEERING COMPANY	WATER MONITORING AND MAINTENANCE	6,366.32
12/29/2023	22818(A)	EGAN COMPANY	SEMI-ANNUAL HVAC PREVENTIVE MAINTENANCE AND RPZ TESTING AT PUBLIC WORKS BLDG & WARM STORAGE- 12/21/23	984.00
12/29/2023	22818(A)	EGAN COMPANY	SEMI-ANNUAL HVAC PREVENTIVE MAINTENANCE AT BRIGHTWOOD HILLS, FREEDOM PARK, HANSEN PARK - 12/20/23	117.00
12/29/2023	22818(A)	EGAN COMPANY	SEMI-ANNUAL HVAC PREVENTIVE MAINTENANCE AT BRIGHTWOOD HILLS, FREEDOM PARK, HANSEN PARK - 12/20/23	118.00
12/29/2023	22818(A)	EGAN COMPANY	SEMI-ANNUAL HVAC PREVENTIVE MAINTENANCE AT BRIGHTWOOD HILLS, FREEDOM PARK, HANSEN PARK - 12/20/23	117.00
12/29/2023	22818(A)	EGAN COMPANY	SEMI-ANNUAL HVAC PREVENTIVE MAINTENANCE & RPZ TESTING AT DCS, WTP, WELL HOUSES 3,4,14,15 -12/20-22/23	2,026.50
12/29/2023	22818(A)	EGAN COMPANY	SEMI-ANNUAL HVAC PREVENTIVE MAINTENANCE AND RPZ TESTING AT WELL HOUSES 8, 9, 10, 11, 12 - 12/19&22/23	314.50
				3,677.00
12/29/2023	22819(A)	ELECTRO WATCHMAN INC	CITY HALL TENANT EXTERIOR DOOR CARD READER REPLACEMENT	1,124.83
12/29/2023	22820(A)	FACTORY MOTOR PARTS CO	#1402 BATTERY	533.04
12/29/2023	22821(A)	GREAT NORTHERN ENVIRONMENTAL, LLC	LABOR FOR TRAIN #2 UV LAMP CHANGE OUT	7,509.75
12/29/2023	22822(A)	HAWKINS, INC.	AQUA HAWK	627.13
12/29/2023	22822(A)	HAWKINS, INC.	SODIUM PERMANGANATE FOR FILTER REGENERATION	8,579.20
				9,206.33
12/29/2023	22823(A)	JOHNSON, EVAN	INTERNET REIMBURSEMENT 12/7/23 - 1/6/24	75.95
12/29/2023	22824(A)	KILLMER ELECTRIC CO, INC	HANSEN PARK HOCKEY LIGHTS	951.50

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
12/29/2023	22825(A)	MANSFIELD OIL COMPANY OF GAINSVILLE	DIESEL FUEL FIXED 499.90 GALLONS - 12/21/23	3,820.19
12/29/2023	22826(A)	MARCO TECHNOLOGIES, LLC	OFFICE 365 SUBSCRIPTION	3,199.00
12/29/2023	22827(A)	NORTH SUBURBAN ACCESS CORPORATION	2023-NOV MONTHLY MUNICIPAL MEETING AV SERVICES CITY OF NEW BRIGHTON	1,315.24
12/29/2023	22828(A)	SUNSET LAW ENFORCEMENT, LLC	NON-FLEET CAPITAL LONG GUNS (8)	10,155.00
12/29/2023	22829(A)	VOLK, ERIC	INTERNET REIMBURSEMENT 12/10/23 - 1/9/23	92.22
		TOTAL - ALL FUNDS	TOTAL OF 71 CHECKS	1,078,396.42
CHECK NUMBER 161742 - 161805				
12/07/2023	161742	ANOKA COUNTY VITAL RECORDS OFFICE	2023 LORENA GILL MORA NOTARY COUNTY FILING	20.00
12/07/2023	161743	ANOKA COUNTY VITAL RECORDS OFFICE	MARISSA NOTARY COMMISSION REGISTRATION FEE -CHECK TO MARISSA	20.00
12/07/2023	161744	BURT, SAMUEL AND LAURA	UB refund for account: 302067	13.37
12/07/2023	161744	BURT, SAMUEL AND LAURA	UB refund for account: 302067	43.34
12/07/2023	161744	BURT, SAMUEL AND LAURA	UB refund for account: 302067	59.54
12/07/2023	161744	BURT, SAMUEL AND LAURA	UB refund for account: 302067	28.73
12/07/2023	161744	BURT, SAMUEL AND LAURA	UB refund for account: 302067	16.10
				161.08
12/07/2023	161745	CORPORATE 4 INSURANCE AGENCY	AGENT OF RECORD FEE FOR 2024	9,500.00
12/07/2023	161746	DAVIDSON, KIMBERLY J.	UB refund for account: 207241	183.43
12/07/2023	161747	DOUGLAS-KERR UNDERGROUND, LLC	PROJECT 23-3 CONCRETE STREET REHAB UTILITY IMPROVEMENTS PARTIAL PAYMENT 1	103,149.80
12/07/2023	161748	DRAKE POWE	SPEAKER FOR SPECIAL EVENT	100.00
12/07/2023	161749	DWIGHT R MEYER ESTATE	UB refund for account: 210781	2.34
12/07/2023	161749	DWIGHT R MEYER ESTATE	UB refund for account: 210781	7.58
12/07/2023	161749	DWIGHT R MEYER ESTATE	UB refund for account: 210781	5.02
12/07/2023	161749	DWIGHT R MEYER ESTATE	UB refund for account: 210781	2.82
				17.76
12/07/2023	161750	EARL F. ANDERSEN, INC.	SIGN MATERIAL	854.45
12/07/2023	161751	ELAINE ASHFORD	UB refund for account: 308205	2.32
12/07/2023	161751	ELAINE ASHFORD	UB refund for account: 308205	7.50
12/07/2023	161751	ELAINE ASHFORD	UB refund for account: 308205	4.98

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
12/07/2023	161751	ELAINE ASHFORD	UB refund for account: 308205	2.79
				17.59
12/07/2023	161752	ELAINE ASHFORD	UB refund for account: 308197	5.10
12/07/2023	161752	ELAINE ASHFORD	UB refund for account: 308197	45.70
12/07/2023	161752	ELAINE ASHFORD	UB refund for account: 308197	10.93
12/07/2023	161752	ELAINE ASHFORD	UB refund for account: 308197	6.13
				67.86
12/07/2023	161753	GLENN L PLETSCHER REVOCABLE TRUST	UB refund for account: 109934	62.11
12/07/2023	161753	GLENN L PLETSCHER REVOCABLE TRUST	UB refund for account: 109934	200.89
12/07/2023	161753	GLENN L PLETSCHER REVOCABLE TRUST	UB refund for account: 109934	133.16
12/07/2023	161753	GLENN L PLETSCHER REVOCABLE TRUST	UB refund for account: 109934	74.63
				470.79
12/07/2023	161754	HAGEL, CHELSEA	UB refund for account: 205237	6.09
12/07/2023	161754	HAGEL, CHELSEA	UB refund for account: 205237	22.03
12/07/2023	161754	HAGEL, CHELSEA	UB refund for account: 205237	30.24
12/07/2023	161754	HAGEL, CHELSEA	UB refund for account: 205237	13.08
12/07/2023	161754	HAGEL, CHELSEA	UB refund for account: 205237	7.33
				78.77
12/07/2023	161755	HENNEPIN COUNTY TREASURER	KATHERINE NOTARY COMMISSION REGISTRATION	20.00
12/07/2023	161756	IGAL, NIMA	REFUND FOR OVERPAYMENT	35.50
12/07/2023	161757	INFOSEND, INC	NOV 2023 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 12.06.23	178.78
12/07/2023	161757	INFOSEND, INC	NOV 2023 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 12.06.23	101.28
12/07/2023	161757	INFOSEND, INC	NOV 2023 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 12.06.23	178.78
12/07/2023	161757	INFOSEND, INC	NOV 2023 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 12.06.23	101.28
12/07/2023	161757	INFOSEND, INC	NOV 2023 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 12.06.23	89.38
12/07/2023	161757	INFOSEND, INC	NOV 2023 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 12.06.23	50.63
				700.13
12/07/2023	161758	MN POLLUTION CONTROL AGENCY	WASTEWATER OPERATOR TRAINING - C NELSON, VLASTNIK, CLASS SD, 12/12/23 - 12/14/23	780.00
12/07/2023	161759	ROADKILL ANIMAL CONTROL	DEAD DEER REMOVAL	129.00
12/07/2023	161760	ST PAUL, CITY OF	ASPHALT MIX - OCTOBER	84.86
12/07/2023	161761	TRANO, BARBARA	UB refund for account: 311902	6.18
12/07/2023	161761	TRANO, BARBARA	UB refund for account: 311902	20.01
12/07/2023	161761	TRANO, BARBARA	UB refund for account: 311902	13.26

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
12/07/2023	161761	TRANO, BARBARA	UB refund for account: 311902	7.44
				46.89
12/07/2023	161762	VAN AMBER, JAMES AND TRINH	UB refund for account: 309294	15.03
12/07/2023	161762	VAN AMBER, JAMES AND TRINH	UB refund for account: 309294	48.73
12/07/2023	161762	VAN AMBER, JAMES AND TRINH	UB refund for account: 309294	66.92
12/07/2023	161762	VAN AMBER, JAMES AND TRINH	UB refund for account: 309294	32.30
12/07/2023	161762	VAN AMBER, JAMES AND TRINH	UB refund for account: 309294	18.10
				181.08
12/07/2023	161763	WRIGHT, LAURIE	LAURIE WRIGHT NBCC RESERVATION REFUND \$236.23	236.23
12/14/2023	161764	AARP	AARP 4 HOUR CLASS DECEMBER 6, 2023	380.00
12/14/2023	161765	ALTA	AMBASSADOR PLAQUE FOR DAN OLSON RETIREMENT	134.47
12/14/2023	161766	BUREAU OF CRIM. APPREHENSION	2023 DECEMBER NARY FINGERPRINTS FOR MNDRIIVE	33.25
12/14/2023	161767	CENTURY FENCE COMPANY	GATE LIMIT SWITCH	565.00
12/14/2023	161768	GOEPEL, THOMAS AND JUDITH	UB refund for account: 303347	0.54
12/14/2023	161768	GOEPEL, THOMAS AND JUDITH	UB refund for account: 303347	0.05
12/14/2023	161768	GOEPEL, THOMAS AND JUDITH	UB refund for account: 303347	2.79
12/14/2023	161768	GOEPEL, THOMAS AND JUDITH	UB refund for account: 303347	3.83
12/14/2023	161768	GOEPEL, THOMAS AND JUDITH	UB refund for account: 303347	1.15
12/14/2023	161768	GOEPEL, THOMAS AND JUDITH	UB refund for account: 303347	0.64
				9.00
12/14/2023	161769	LMCIT	CLAIM 00465483	2,657.73
12/14/2023	161770	MARTIN MARIETTA MATERIALS, INC	DISPOSAL FEES FROM WATER BREAK - 12/4/23	45.00
12/14/2023	161771	MIDWEST CUBING ASSOCIATION	MIDWEST CUBING ASSOCIATION SECURITY DEPOSIT OF \$500	500.00
12/14/2023	161772	MOUNDS VIEW PUBLIC SCHOOLS FINANCE	ADULT TRIP PAYMENT AUGUST COMMUNITY EDUCATION	1,080.00
12/14/2023	161773	PLOWE ENGINEERING INC	ENGINEERING SERVICES FOR 10/29/23 - 12/01/23	600.00
12/14/2023	161774	TRI-COUNTY LAW ENFORCEMENT ASSOC	*2024* 2024 DUES 101-7121-43360	90.00
12/21/2023	161775	BABICH, MARK	UB refund for account: 218032	60.58
12/21/2023	161776	BAUMAN, MARY TRUST	UB refund for account: 313676	39.62
12/21/2023	161776	BAUMAN, MARY TRUST	UB refund for account: 313676	128.22
12/21/2023	161776	BAUMAN, MARY TRUST	UB refund for account: 313676	84.97

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
12/21/2023	161776	BAUMAN, MARY TRUST	UB refund for account: 313676	47.60
				300.41
12/21/2023	161777	CARTER, DEAN	UB refund for account: 103275	85.24
12/21/2023	161778	CITY OF BEMIDJI - FIRE DEPARTMENT	FIRE & LIFE SAFETY TRAINING1 - BARTE, ANDRE JANUARY 4-5 2-24	150.00
12/21/2023	161779	CITY OF LITTLE CANADA	DULUTH ADULT TRIP PAYMENT	2,366.00
12/21/2023	161780	DATA PRACTICES OFFICE	WINTERLIN, MARISSA LAW ENFORCEMENT DATA WORKSHOP	250.00
12/21/2023	161781	DOUGLAS-KERR UNDERGROUND, LLC	PROJECT 23-1 STREET REHABILITATION - PARTIAL PAYMENT 2	327,049.04
12/21/2023	161782	FANIYI, MOTUNRAYO	MOTUNRAYO FANIYI SECURITY DEPOSIT REFUND OF \$500	500.00
12/21/2023	161783	GRAMS, SUSAN	UB refund for account: 321588	4.08
12/21/2023	161783	GRAMS, SUSAN	UB refund for account: 321588	13.21
12/21/2023	161783	GRAMS, SUSAN	UB refund for account: 321588	18.14
12/21/2023	161783	GRAMS, SUSAN	UB refund for account: 321588	8.75
12/21/2023	161783	GRAMS, SUSAN	UB refund for account: 321588	4.90
				49.08
12/21/2023	161784	JOHNSTON, ANNA	ANNA JOHNSTON EN EXCLUSIVE USE REFUND OF \$295.29	295.29
12/21/2023	161785	MARSZALEK, KATHERINE	UB refund for account: 209650	19.26
12/21/2023	161786	MAYNARDS LLC	PUZZLES FOR CONTEST	147.25
12/21/2023	161787	MEISSNER, BARB	BARB MEISSNER HANSEN NC REFUND OF \$200	200.00
12/21/2023	161788	MIDWEST GROUND COVER	INSTALLED WOODCHIPS AT TOTEM POLE PARK	9,450.00
12/21/2023	161789	MN METRO NORTH TOURISM BUREAU	NOVEMBER LODGING TAX	7,552.38
12/21/2023	161789	MN METRO NORTH TOURISM BUREAU	NOVEMBER LODGING TAX	(377.62)
				7,174.76
12/21/2023	161790	OFFICE OF MN IT SERVICES	LANGUAGE LINE SERVICES - NOVEMBER 2023	119.70
12/21/2023	161791	RICKS ROOFING AND SIDING	ROOF REPAIR ON THE CLUBHOUSE 2023	550.00
12/21/2023	161792	THE ORIGINAL DRIVEWAY DESIGN	ESCROW REFUND	650.00

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
12/28/2023	161793	APACHE LOCK & KEY	NEW KEYS AND FRIDLEY BUILDING	64.75
12/28/2023	161793	APACHE LOCK & KEY	NEW KEYS AND FRIDLEY BUILDING	196.95
				261.70
12/28/2023	161794	BRATT TREE CO.	ASH TREE REMOVED AT 1168 SILVER LAKE RD (DNR GRANT)	8,700.00
12/28/2023	161795	CROSSTOWN MECHANICAL, INC	REFUND FOR OVERPAYMENT	23.00
12/28/2023	161796	E.G. RUD & SONS, INC	2024 STREET RECONSTRUCT	39,280.00
12/28/2023	161797	JENSON, JAMES	UB refund for account: 221812	3.22
12/28/2023	161797	JENSON, JAMES	UB refund for account: 221812	10.40
12/28/2023	161797	JENSON, JAMES	UB refund for account: 221812	6.76
12/28/2023	161797	JENSON, JAMES	UB refund for account: 221812	3.97
				24.35
12/28/2023	161798	LE, THUY	THUY LE EAGLES NEST REFUND \$751.64	751.64
12/28/2023	161799	LEAGUE OF MINNESOTA CITIES	MEMBERSHIP DUES EFFECTIVE DURING 2023-2024 101-2112-43360-	20,879.00
12/28/2023	161800	METRO CHIEF FIRE OFFICERS ASSOC	*PREPAID2024* 2024 MEMBERSHIP DUES FOR T PAETZNICK & T HAMDORF- 101-7129-43360	200.00
12/28/2023	161801	MN DEPT OF TRANSPORTATION	BITUMINOUS PLANT INSPECTION	229.08
12/28/2023	161802	REKUSKI, CATHERINE	REFUND FOR DULUTH TRIP	105.00
12/28/2023	161803	STASICA, RANDAL	REFUND FOR OVERPAYMENT	8.00
12/28/2023	161804	VALLEY-RICH CO., INC.	REPAIR FIRE HYDRANT ON 1ST AND 5TH	5,318.00
12/28/2023	161805	VOLUNTEER FIREFIGHTERS BENEFIT TOTAL - ALL FUNDS	WIGDAHL, MONICA VFBAM -CHECK TO MARISSA OR JEN TOTAL OF 64 CHECKS	70.00 548,216.05
		TOTAL PAYMENTS		3,793,483.07



MINUTES
Public Safety Commission
October 9, 2023 City Hall
Council Chambers 6:30 p.m.

I. Call to Order

The meeting was called to order at 6:31 p.m. by Chair Kuipers.

II. Roll Call:

Members Present: Commissioners Aisha Ali, Liza Allen, Tom Harkins, Geoff Hollimon (attending remotely), Leah Kuipers, Roberto Valdizan, and Karen Wagner.

Members Absent: Commissioner Kevin Dostal Dauer and Adam Stout.

Also Present: Director Tony Paetznick.

III. Approval of Agenda

Motion by Allen, seconded by Wagner to approve the October 9, 2023 agenda as presented. Motion carried 7-0.

IV. Approval of Minutes

Motion by Hollimon, seconded by Harkins to approve the September 11, 2023 minutes as presented. Motion carried 7-0.

V. Presentations and Business Items

A. Organizational Assessment and Staffing Study Presentation – Tony Paetznick, Public Safety Director

Director Paetznick stated the City received five responses to the RFP and after preliminary scoring, invited three semi-finalist firms to deliver presentations to the Commission. Each presenter has been allotted up to twenty (20) minutes as follows:

6:40 pm: Raftelis, Jonathan Ingram

7:05 pm: Center for Values-Based Initiatives, Matt Bostrom

7:30 pm: The Axtell Group, Todd Axtell

Director Paetznick reported there will be little, if any, time or opportunity for the Commission to ask questions of the firms. Rather, Commissioners are welcome to note comments, questions, or concerns on the score sheet for follow-up by City Staff. Scoring will

be compiled after the meeting to select one or two finalists for further vetting by staff, including reference checks. A final recommendation for project approval by City Council is anticipated to occur at their October 24th meeting.

Raftelis Presentation Discussion:

- Jonathan Ingram and Tom DeMint introduced themselves to the Commission.
- Mr. Ingram provided the Commission with a presentation and discussed how Raftelis was an experienced local government financial and management consulting firm.
- Mr. Ingram reported he has managed all 80 of the public safety assessments that have been completed by his firm.
- Mr. Ingram further introduced the members of his team and discussed the collaborative process that would be followed for a public safety assessment.
- Mr. Ingram described the engagement that would occur with staff at all levels.
- Mr. DeMint reviewed the fire suppression workload profile.
- Mr. Ingram commented on how his team would focus on workload drivers and service level expectations, would balance data analysis with practice view, had expertise in comparable communities, would focus on implementation as well as client relationships.

Center for Values-Based Initiatives Discussion:

- Matt Bostrom introduced himself to the Commission.
- Mr. Bostrom provided the Commission with a presentation and reviewed the mission of the New Brighton Public Safety Department.
- Mr. Bostrom explained his primary goal would be to analyze police, fire, emergency medical services and emergency management operations, while also developing a strategic plan that increases trust between public safety and the communities they serve.
- Mr. Bostrom commented on the project scope which would be to complete a comprehensive public safety services and staffing study that provides operational recommendations and best practices to implement for the future success of the department.
- Mr. Bostrom discussed the importance of building trust with the community, noting he would be working on this project in person with the department.
- Mr. Bostrom reviewed his background and experience, providing details on similar successful projects.
- Mr. Bostrom stated he had an affinity for New Brighton and commented further on his strategic plan to increase trust.
- Mr. Bostrom thanked the Commission for their time and explained he would enjoy working on this project with the leaders of the Public Safety Department.

The Axtell Group Discussion:

- Todd Axtell introduced himself to the Commission, discussed his work history and thanked the City for their commitment to Public Safety.
- Mr. Axtell provided the Commission with a presentation commenting on how his firm focused on public safety consulting while having local expertise.
- Mr. Axtell introduced his core team members and noted his team had over 100 years of public safety practical wisdom.

- Mr. Axtell commented on his approach stating he understood New Brighton had a unique Public Safety Department.
- Mr. Axtell discussed how the project would be organized by his firm and managed by his staff.
- Mr. Axtell reviewed testimonials from the two previous assessments he had completed and thanked the Commission for their consideration.

Director Paetznick commented on the next steps for this project noting he would be meeting with the City Manager tomorrow in order to discuss and select final firms in order to make a recommendation to the City Council. He stated he was pleased with the depth of expertise from the firms that wished to work with the City on this project. He estimated this project would be completed in May of 2024.

VI. Reports and Updates

A. Allina Health

Chair Kuipers reviewed a written update from Allina Health. She commented on the calls for service for September, along with the response times.

B. City Council Update – Emily Dunsworth, Councilmember

There was no report from the Council.

C. Public Safety Update – Director Paetznick

Director Paetznick commented on the police and fire hiring processes that were underway within the public safety department. He discussed the drivers license for all legislation that went into effect on October 1. He reported he had a meeting with the Ramsey County Attorneys office at the end of August and the issuance of violation letters were discussed. He indicated grant dollars are available to assist with this initiative. He provided the Commission with an update on the department's SROs. He stated the fire department's open house would be held on Monday, October 30 from 6:00 p.m. to 8:00 p.m. He noted he would have crime stats for the Commission to review in November.

VII. Adjournment

Motion by Wagner, seconded by Allen to adjourn the meeting at 8:25 p.m. Motion carried 7-0.

Respectfully submitted,



Tony Paetznick
Director of Public Safety



MINUTES
Public Safety Commission
November 13, 2023 City Hall
Council Chambers 6:30 p.m.

I. Call to Order

The meeting was called to order at 6:30 p.m. by Chair Kuipers.

II. Roll Call:

Members Present: Commissioners Aisha Ali, Kevin Dostal Dauer, Tom Harkins, Geoff Hollimon, Leah Kuipers, Adam Stout and Karen Wagner.

Members Absent: Commissioners Liza Allen and Roberto Valdizan.

Also Present: Director Tony Paetznick, Director Craig Schlichting, and Dave Matteson (Allina Health).

III. Approval of Agenda

Motion by Wagner, seconded by Hollimon to approve the November 13, 2023 agenda as presented. Motion carried 7-0.

IV. Approval of Minutes

Motion by Hollimon, seconded by Wagner to approve the October 9, 2023 minutes as presented. Motion carried 7-0.

V. Presentations and Business Items

A. Living Streets Plan – Craig Schlichting, Director of Community Assets and Development

Director Schlichting explained in January 2023 City Council and staff identified and committed to the following Strategic Priorities:

- Sustainable and Reliable Infrastructure
- Operational Effectiveness
- Environment and Sustainability
- Diversity, Equity, and Inclusion
- Livable Community

Director Schlichting stated looking specifically at Sustainable and Reliable Infrastructure, the intent is to enhance the quality of life for our residents, businesses, and visitors by providing well- maintained, cost-effective, and sustainable infrastructure. The key programs and initiatives established to reach this goal for 2023 and beyond:

- Develop a Living Streets Plan and Policy
- Complete annual street projects

Director Schlichting reviewed the draft Living Streets Plan in further detail with the Commission and asked for comments or questions.

Discussion included:

- Staff commented on the number of pedestrian fatalities that have occurred in the community and discussed how the City was working to improve pedestrian safety.
- It was noted the City approved a lower speed limit (25 miles per hour) on all residential streets in 2022.
- It was reported the City would not be building out sidewalks on all streets because the City did not have the staff or equipment to maintain this infrastructure.
- Staff noted the City was working with a consultant in order to review the City's parking policies.
- The Commission discussed the transit bussing options in the community.
- The Commission commented on how they liked the flagged and flashing pedestrian crossings in the community.
- The Commission discussed how roundabouts were growing in popularity in the region.

B. Organizational Assessment Update – Matt Bostrom, Center for Values-Based Initiatives

Matt Bostrom, Center for Values-Based Initiatives provided the Commission with an update on the organizational assessment the City was pursuing for the New Brighton Public Safety Department. He appreciated how the City was taking a strategic look at its staffing model and how community expectations could be met, while involving the community in this process.

Director Paetznick discussed the meeting that was held between command staff last Monday night.

Mr. Bostrom commented on the staff members and groups that has been identified for further discussions within the organizational assessment, noting the Public Safety Commission would be included in this work. He provided further comment on the work plan for the organizational assessment and asked for comments or questions from the Commission.

Discussion included:

- Director Paetznick stated he was excited to see this project moving forward.
- The Commission appreciated how staff and Mr. Bostrom had selected different groups to work with.
- It was noted surveys would also be available for the public to fill out in order to provide feedback on the organizational assessment.
- The Commission thanked Mr. Bostrom for the update on this project.

VI. Reports and Updates

A. Allina Health – Dave Matteson

Dave Matteson provided the Commission with an update from Allina Health. He commented on the challenges he was facing with his fleet and ambulances were slowly being replaced. He reviewed the calls for service from October and commented on the average response times. He discussed how paramedics were being trained differently and lacked OR experience today, which was leading the lower rates of successful intubation.

B. City Council Update – Emily Dunsworth, Councilmember

Director Paetznick stated the City Council would be holding a Truth in Taxation Hearing on Tuesday, November 28.

C. Public Safety Update – Director Paetznick

Director Paetznick discussed the driver's license for all legislation and work the City was doing to offer bilingual clinics on Sundays. He commented on the TZD (Towards Zero Deaths) statistics for 2023 noting vehicular deaths were down this year in both Ramsey County and throughout the State. He reviewed the supply chain issues he was running into regarding the departments squad cars. He provided the Commission with a hiring update, noting an office staff member recently left New Brighton for another agency. He was pleased to report the department had 95 applicants for this position. He commented further on the applicants he has had for police and fire vacancies. He then reviewed crime data for 2023 with the Commission. Lastly, he explained after 39 years of service Firefighter Dan Olson would be retiring at the end of December.

VII. Adjournment

Motion by Harkins, seconded by Dostal Dauer to adjourn the meeting at 7:58 p.m. Motion carried 7-0.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Anthony & Paetznick", written in a cursive style.

Tony Paetznick
Director of Public Safety



MINUTES
New Brighton Equity Commission
Regular Meeting – November 16, 2023
6:30 p.m.

I. Call to Order

The meeting was called to order at 6:30 p.m.

II. Roll Call

Members Present: Commissioners Cathy Forbes, Carlos Herrera, Kristin Lau, Kami Miller, Lindsay Spooner, and Kisten Thompson.

Members Absent: Commissioners Jonas Lim, Jason Steffenhagen, Liliana Triviski and Ellen Weber.

Also Present: DEI Coordinator Hue Schlieu and Mayor Kari Niedfeldt-Thomas

III. Approval of Agenda

Motion by Commissioner Lau, seconded by Commissioner Miller to approve the agenda as presented.

Approved 6-0

IV. Approval of Minutes

Motion by Commissioner Thompson, seconded by Commissioner Lau to approve the minutes from the October 19, 2023 meeting.

Approved 6-0

V. Business Items

A. Youth Equity in Schools

Schlieu stated the Equity Commission expressed an interest in exploring government's role in further equity for young people. Since approximately 3,800 of New Brighton residents are school-aged youth, school administrators were invited to share what school districts are currently doing to elevate equity for their students. It was noted Principal Vichai Saefong was invited to attend this meeting, but was unable to attend.

Chair Spooner commented on the Equity Commission's work plan and discussed how there was a learning portion within the document. She explained the Equity Commission was interested in exploring its role in the private sector and with schools. She noted while Principal Saefong was

unable to attend this evenings meeting but she would still like the Commission to prepare for discussing this topic.

Commissioner Miller stated she was interested in learning more about the formal programs the school district had in place to address diversity and equity, as well as better understanding what resources or staff members were available to students.

Discussion included:

- The Commission was interested in learning what formal DEI curriculum the school district had in place and if this was teacher or student led.
- The Commission wanted to learn more about the accessibility/mobility and class differences between Mounds View and Irondale.
- The Commission supported looking into which kids are struggling in the public school system.
- The Commission suggested looking into wants versus needs when it comes to resources within the schools.
- The Commission was interested in learning its role within the schools.
- It was noted staff could reach out to school board or other administrators if future discussions were needed.
- Mayor Niedfeldt-Thomas suggested staff reach out to the equity coordinator within the school district. The Commission supported this recommendation.
- It was noted high school students in the City of New Brighton could be attending St. Anthony, Irondale, Mounds View or Totino Grace.
- Schlieu discussed the ways high school students can engage with the City and suggested the Commission consider other ways students can engage. Schlieu recommended this topic be revisited with Commissioner Triviski.
- The Commission supported a Student DEI group being started at the school.
- The Commission suggested two different sub-groups be formed in order to coordinate efforts on how to work with students in the community, while also exploring the Commission's role within the school district.
- Mayor Niedfeldt-Thomas asked what the Commission wants to achieve when trying to intersect with the schools.
- The Commission wanted to learn how the Commission can support or guide the schools.
- The Commission thought it may benefit the Commission to poll New Brighton high school students to see what their voices are saying. Mayor Niedfeldt-Thomas reported the school district would have this data.
- Mayor Niedfeldt-Thomas suggested the sensory programming available through Park and Rec be made available to school administrators.
- Schlieu commented on how the City may be a great partner with the school district by offering training and education to residents.
- The next steps and role of the Commission was further discussed.
- Chair Spooner asked if there were any Commissioners that were willing to serve in a sub-group. Commission Forbes volunteered. It was recommended staff reach out to those not in attendance to see if another Commission member would like to assist with the sub-group work.

VI. Chair Update – Lindsay Spooner

A. What have we noticed around the City?

Chair Spooner thanked everyone for weighing in on the Just Deeds letter. She reported there would be a Just Deeds meeting December 5 via Zoom.

Commissioner Thompson stated November was Native American Heritage Month. She suggested the Equity Commission consider providing historical information regarding Thanksgiving. The Commission supported this recommendation. Further discussion ensued regarding the Native American events that were being hosted in the community and how the Commission can further educate, reach out and interact with the public.

VII. City Staff Update – Hue Schlieu, Authorizing Commission Liaison

Schlieu provided the Commission with an update on the City banner program. Three themes moved forward: I Am New Brighton, Multilanguage Welcome, Seasons Greetings. Climate Action Plan PREC meeting Dec. 6. Schlieu shared that the City has received it's Racial Equity Dividends Index (REDI) report. Items that will be pursued soon will be elevated onto the Equity Strategic Action Plan. Schlieu named that recently approved land acknowledgment is currently only listed on the website. Schlieu shared how staff plan to use the land acknowledgment and share with residents moving forward.

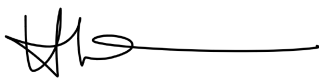
VIII. City Council Update – Kari Niedfeldt-Thomas

Mayor Niedfeldt-Thomas provided the Commission an update from the City Council. She stated she participated in a Metro Cities Transportation Policy Committee and advocated for transportation needs for the community. She explained Representative McCullom met with Council and staff to go over federal documents and funding. She reported she attended a Regional Council of Mayors digital equity event in September. She stated the Council recently passed a Resolution requesting MNDOT to put in more sound walls in New Brighton. She commented on the four school board members that were recently elected. She indicated the Council recently approved the Partners In Energy plan and would continue their work on a parking study. She discussed the multicultural drivers education program the City was pursuing and explained the City received \$10,000 in grant funding for this program. She noted the City would be working with Values Based Initiatives on an organizational study for the Public Safety Department. She stated this study would take approximately nine months to complete. She noted the next indoor winter market would be held on December 13 from 3:00 p.m. to 7:00 p.m. She reported the City Council would be meeting next on Tuesday, November 28. She invited the public to consider attending the CPY Gala fundraiser on Friday, December 1.

IX. Adjournment – Next Meeting: December 14, 2023

The meeting adjourned at 8:06 p.m.

Respectfully submitted,



Hue Schlieu
DEI Coordinator

Agenda Section:	Consent
Item:	4
Report Date:	12/18/23
Meeting Date:	01/09/24

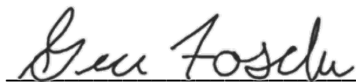
REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Resolution Designating Institutions as Depositories of City Funds for Investment Purposes and Naming the Primary Depository for 2024	
DEPARTMENT HEAD'S APPROVAL: <u>GMF</u>	CITY MANAGER'S APPROVAL: <u>DM</u>

Action Requested: ☐ Public Hearing ☒ Motion ☐ Discussion ☐ Informational
Form of Action: ☒ Resolution ☐ Ordinance ☐ Contract/Agrmnt ☐ N/A ☐ Other
Votes Needed: ☒ 3 votes ☐ 4 votes ☐ 5 votes ☐ N/A

<u>Summary Statement:</u>	<ul style="list-style-type: none"> ▪ Primary Depository - The City's current primary depository is US Bank. By participating in the Minnesota Municipal Money Market Fund (4M Fund), the City earns a competitive rate on its short term investments and incurs no charges for any of the standard banking services such as electronic funds transfers, deposits, and check clearing. This results in significant savings to the City. The 4M Fund's contract with the League of Minnesota Cities requires the use of US Bank as primary depository in order to obtain these free services. We have been very pleased with their services. <p>US Bank is also the City's safekeeping agent and all City investments are held at US Bank Safekeeping. The First American Funds money market account held directly at US Bank allows for competitive interest earnings compared to 4M for providing cash flow to our checking account. The continuation of US Bank as the primary depository for the City is recommended.</p> <ul style="list-style-type: none"> ▪ Investment Services - The City utilizes the services of PMA Financial Network, LLC (4M Fund), Moreton Capital Markets, and US Bank Corporate Treasury Division. Continuing our relationships with these institutions is recommended.
<u>Recommendation(s):</u>	<ul style="list-style-type: none"> ▪ To adopt the resolution designating institutions as depositories of City funds for investment purposes and naming the primary depository for 2024.

<u>Applicable Deadlines:</u>	▪ n/a
<u>Legislative History:</u>	▪ Per MN Statute 427.01 - .12, the City must annually authorize depositories for investment purposes and designate a primary depository to provide traditional banking services such as checking, deposits, electronic transfers, etc. The investment services are used to enable the City to invest its funds and maximize interest earnings while minimizing investment risks.
<u>Strategic Priority:</u>	<input type="checkbox"/> Sustainable & Reliable Infrastructure <input checked="" type="checkbox"/> Operational Effectiveness <input type="checkbox"/> Environment & Sustainability <input type="checkbox"/> Diversity, Equity, & Inclusion <input type="checkbox"/> Livable Community <input type="checkbox"/> N/A
<u>Financial Impact:</u>	Is there a financial consideration? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes: \$ _____ Financing Sources: <input type="checkbox"/> Budgeted <input type="checkbox"/> Budget Modification <input type="checkbox"/> New Revenue <input type="checkbox"/> Use of Reserves <input type="checkbox"/> Other
<u>Attachments:</u>	1. <i>Resolution</i>



Gina Foschi
Director of Finance

RESOLUTION NO. _____
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 _____ ayes and _____ nays.

Kari Niedfeldt-Thomas, Mayor

ATTEST:

Devin Massopust, City Manager

Terri Spangrud, City Clerk

Agenda Section:	Consent
Item:	5
Report Date:	12/18/23
Meeting Date:	01/09/24

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Resolution Delegating Authority to make Electronic Funds Transfers to the Finance Director and their designees for 2024	
DEPARTMENT HEAD'S APPROVAL: <u>GMF</u>	CITY MANAGER'S APPROVAL: <u>DM</u>

Action Requested: ☐ Public Hearing ☒ Motion ☐ Discussion ☐ Informational
Form of Action: ☒ Resolution ☐ Ordinance ☐ Contract/Agrmnt ☐ N/A ☐ Other
Votes Needed: ☒ 3 votes ☐ 4 votes ☐ 5 votes ☐ N/A

<u>Summary Statement:</u>	<ul style="list-style-type: none"> Electronic funds transfers are used by the City whenever possible to replace the issuance of paper checks. Electronic funds transfers are much more efficient, allow for more accurate cash flow forecasting and eliminate the risk of lost or mishandled check payments. Examples of electronic funds transfers include payroll direct deposits; payments of contributions to retirement funds and other payroll-deducted accounts; vendor payments; and payments of bond principal, bond interest and a fiscal agent service charge from the debt redemption fund. The Finance Director and their designees approve and process all electronic funds transfers to ensure proper cash management. Regardless of payment type, all disbursements are subject to the same documentation and approval requirements as established in the City's Purchasing Policy. A list of all transactions made by electronic funds transfer is submitted to Council at the next regular meeting after the transaction is completed. The continuation of delegating this authority to the Finance Director and their designees is recommended.
<u>Recommendation(s):</u>	<ul style="list-style-type: none"> To adopt the resolution delegating authority to make electronic funds transfers to the Finance Director and their designees for 2024.
<u>Applicable Deadlines:</u>	<ul style="list-style-type: none"> n/a

<u>Legislative History:</u>	<ul style="list-style-type: none"> Minnesota Statute 471.38 Subd. 3 requires that the City annually delegate the authority to make electronic funds transfers to a designated chief financial officer or the officer's designee.
<u>Strategic Priority:</u>	<input type="checkbox"/> Sustainable & Reliable Infrastructure <input checked="" type="checkbox"/> Operational Effectiveness <input type="checkbox"/> Environment & Sustainability <input type="checkbox"/> Diversity, Equity, & Inclusion <input type="checkbox"/> Livable Community <input type="checkbox"/> N/A
<u>Financial Impact:</u>	Is there a financial consideration? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes: \$ _____ Financing Sources: <input type="checkbox"/> Budgeted <input type="checkbox"/> Budget Modification <input type="checkbox"/> New Revenue <input type="checkbox"/> Use of Reserves <input type="checkbox"/> Other
<u>Attachments:</u>	1. Resolution



Gina Foschi
Director of Finance

RESOLUTION No. _____
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 _____ ayes and _____ nays.

Kari Niedfeldt-Thomas, Mayor

ATTEST:

Devin Massopust, City Manager

Terri Spangrud, City Clerk

Agenda Section:	VI
Item:	6
Report Date:	12/21/2023
Meeting Date:	1/09/2024

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consideration of Wachs Standard LX Valve Maintenance Trailer	
DEPARTMENT HEAD'S APPROVAL: <u>C6S</u>	CITY MANAGER'S APPROVAL: <u>DM</u>

Action Requested: ☐ Public Hearing ☒ Motion ☐ Discussion ☐ Informational
Form of Action: ☐ Resolution ☐ Ordinance ☒ Contract/Agrmnt ☐ N/A ☐ Other
Votes Needed: ☒ 3 votes ☐ 4 votes ☐ 5 votes ☐ N/A

<u>Summary Statement:</u>	<ul style="list-style-type: none"> Public Works is seeking approval to purchase a Wachs Valve Machine. This machine will provide the resources to implement an efficient and effective valve maintenance program. The purpose of a valve exerciser is to turn valves off and on repeatedly to ensure valve does not become stiff and malfunction. Valves should be exercised regularly. This purchase was planned for 2023 and the current quote is \$90,105.05. The non-fleet balance in 2024 for this item is \$101,315. Staff solicited a quote to perform this service on a portion of our valves. Xylems price of \$22,750 covered only 250 of our valves, and the City has approximately 2,000 valves. The cost to do the entire system one time under that contract would be double the cost of the actual equipment. The useful life of this machine is expected to be 10 years or greater.
<u>Recommendation(s):</u>	<ul style="list-style-type: none"> Approve the Director of Community Assets and Development to enter into an agreement with Wachs Utility Products for the purchase of Standard LX Diesel Valve Maintenance Trailer with Accessories.
<u>Applicable Deadlines:</u>	<ul style="list-style-type: none"> None

<u>Legislative History:</u>	▪ None
<u>Strategic Priority:</u>	<input type="checkbox"/> Sustainable & Reliable Infrastructure <input checked="" type="checkbox"/> Operational Effectiveness <input type="checkbox"/> Environment & Sustainability <input type="checkbox"/> Diversity, Equity, & Inclusion <input type="checkbox"/> Livable Community <input type="checkbox"/> N/A
<u>Financial Impact:</u>	Is there a financial consideration? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: \$90,105.05 Financing Sources: <input type="checkbox"/> Budgeted <input checked="" type="checkbox"/> Budget Modification <input type="checkbox"/> New Revenue <input type="checkbox"/> Use of Reserves <input type="checkbox"/> Other
<u>Attachments:</u>	1. EH Wachs Valve Machine Quote 2. Valve Exercising Outsourced Quote



Craig Schlichting
Director of Community Assets and Development

TO: **Eric Volk**
 Public Works Superintendent
 City Of New Brighton
 700 5Th St Nw
 New Brighton, MN 55112-2724

Date: 12/20/2023
 Quotation Number: HR207699
 Payment Terms: Net 30 Days
 Shipping Terms: FCA Origin
 Valid Through: 2/18/2024
 Estimated Delivery: 8 Weeks ARO

E.H. Wachs is pleased to offer the following quotation.

IF YOU ARE PAYING WITH A CREDIT CARD PLEASE LET US KNOW SO THAT WE CAN PROCESS YOUR ORDER PROPERLY. KEEP IN MIND THAT WE HAVE MANY RENTAL OPTIONS AS WELL.

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
1	77-000-38 Standard LX (Diesel) – VMT (RH): Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities, telescoping valve key and Wachs ruggedized TC-100 with GPS controller/datalogger. A Tier 4F compliant, Kubota 1.1L, I-3 4-stroke, liquid cooled, IDI diesel engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 GPM (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools & Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger and 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box.	1	EA	89,995.00	1.0%	89,095.05
2	11-408-10 Tee Handle for 1" Telescoping Key (11-408-00) adds manual functionality to key when machine is not in use.	1	EA	220.00		220.00
3	08-000-26 HD Magnetic lifter for easy removal of steel and cast iron meter pit covers, valve box covers, small panels and lids up to 60 Lb utilizing 70mm switchable magnet.	1	EA	545.00		545.00
4	11-242-03 Key Extension add on - 36" Extends the telescoping key to reach all valves.	1	EA	245.00		245.00
5	79-430-20 Field training	1	EA	2,495.00	100.0%	0.00
Total (USD)						\$90,105.05

~IMPORTANT~

(Pricing does NOT include SALES TAX!!!!) We collect sales tax in all but the following states: AK, DE, MT, OR and NH. If you are tax exempt, please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your order when purchasing.

To place an order:
 Ken Redding
 Inside Sales Rep
 847-484-2773
 ken.redding@ehwachs.com

For questions, technical support, or for rental availability:
 Henry Roman
 Sales Manager
 847-224-6029
 henry.roman@ehwachs.com



City of New Brighton, MN

Valve Exercising, Condition Assessment, GPS & Data Documentation

May 2nd, 2023

Prepared for

Mr. Craig Schlichting, P.E.

Director of Community Assets and Development

803 Old Highway 8 NW

New Brighton, MN 55112

Dear Mr. Schlichting,

Wachs Water Services (WWS), a brand under Xylem, is happy to extend our services to the City of New Brighton for an inline and hydrant auxiliary valve assessment program. The project includes inspecting 250 of the city's inline valves upto 12-inchs diameter. We are confident that our extensive experience in performing similar services for other utilities makes our team the best qualified and most suitable choice to provide these crucial services to New Brighton.

The American Water Works Association (AWWA) recommends that inline valves and hydrant auxiliary valves be exercised on a periodic basis, generally once every three to five years. This common practice helps alleviate and discover problems with valves which help control the water system, in particular, during emergencies. Over time, if valve maintenance is left unattended significant problems with water quality, and system control can arise.

WWS Water Services is the largest practitioner of this type of work, having verifiably inspected 1.3 million valves with proven success. Over the past 23 years, we have served hundreds of communities with valve systems ranging from a few hundred to over 40,000 assets. We look forward to providing our valve assessment services to New Brighton. Please advise if you have any questions regarding this proposal and scope.

Sincerely,

Deryck Freudeman

Deryck Freudeman

Business Development – Minnesota

Wachs Water Services

614.290.6382

deryck.freudeman@xylem.com

Scope of Services

Summary Statement of Scope

City of New Brighton desires to initiate this Professional Services Agreement for a valve assessment, testing, and information management program which serves three primary purposes:

- To evaluate and improve the operability of valves in the water distribution system through hand on field activities
- To document, integrate and analyze locational, operational and physical information of hydrant auxiliary valves
- To define and refine the scope and value of an ongoing system wide program through consulting activities

This agreement is for a one-year inline valve program that will address 800 inline and hydrant auxiliary valves ranging in various sizes. This agreement is renewable as agreed upon by city of New Brighton and WWS Water Services.

Wachs Water Services has inspected 1.3 million water control valves since 2000.



SPECIFIC FUNCTIONS OF WACHS WATER SERVICES

Locate the Valve

City of New Brighton will provide WWS with a minimum of two copies of their most current water distribution maps for the project area. WWS will locate all the water distribution valves using the following guidelines:

- WWS will search for all valves visually using the maps provided
- WWS will search for water valves shown, but not identified by visual inspection, using magnetic locator, probing rods, and other tools. If the valve cannot be found after searching for fifteen minutes, the valve will be labeled “cannot locate” and documented as a work order creating a mapping grade GPS position at the location where searched and otherwise treated and invoiced as a standard valve assessment.

Identify the Valve

Each valve will be identified by its corresponding identification number. In cases where Asset IDs are not available, WWS will create a temporary asset identification number as agreed with city of New Brighton at the project start up meeting.

Access the Valve

The valve cover shall be removed by WWS in order to access the valve. If, after attempting to remove the valve cover it is clear that the cover is “stuck” the cover will be broken, the valve accessed, and the cover replaced. Replacement valve box lids are to be provided by city of New Brighton.

Clean Out Valve Box/Vault

WWS will vacuum debris or pump out water from the box/vault in order to allow access to the valve operating nut and bonnet bolts where possible. In every case the operating nut must be exposed and clearly visible (not under water or debris) when the valve is exercised. In order to provide this service WWS will provide vacuum and water pump with every work crew. The city of New Brighton will provide a location for discarding spoils vacuumed out of valve structures.

Inspection

WWS will execute a visual inspection of the valve and valve structure. This inspection will be conducted from street level and is intended to discover discrepancies that are readily visible from above ground. The specific inspection information to be documented is noted in the documentation section.

Valve Exercising

WWS will exercise each valve a minimum of two cycles (exercise is defined as a full cycle, from open to shut, to open again). All valves will be exercised with the minimum torque required so as to minimize the possibility of damaging the valve. WWS may utilize a microprocessor-controlled valve turner on larger valves or valves that are initially difficult to turn. WWS will share as part of coordinating work start up our operating guidelines for the following:

- 4” smaller gate valves
- Butterfly valves of various sizes
- 6” to 12” gate valves
- Controlling torque using hydraulic valve turning devices
- Valves found in the wrong position
- Procedures for valves that do not cycle at the proposed torque limit

Out of Position-Valve Protocol

Out of position valves create unintended dead ends and water quality problems requiring hydrants to be flushed when they are re-opened. The city of New Brighton may choose to review out of position valves and request WWS to open these valves to improve system hydraulics. Hydrants may be required to be flushed under these conditions and will be manually documented and these activities are included in the daily crew rate for additional services. WWS and city of New Brighton will agree to a standard operating protocol to be executed when out position valves are encountered for both open and closed valves prior to startup of field operations.

Valve Marking

Valve lid covers will be marked, as the inspection and exercising process is completed, with blue marking paint. The mark is intended to provide field evidence of work completed at an individual valve and will also assist any future crews in locating the valve in a timely manner.

Equipment and Software

WWS agrees to provide the necessary materials, equipment, labor, to complete the valve assessment program. WWS will have microprocessor-controlled valve turner available so large valves or valves that are initially difficult to turn can be safely operated. The vast majority of valves will be turned with our electric turner which can control torque and count the number of turns. WWS will use an industrial vacuum with at least a 12 cu. Ft holding capacity and a water pump with a minimum pumping capacity of 100 gpm for valve box and vault cleanouts to make the valve operating nuts visible and accessible prior to operating the valve.

GPS Equipment

WWS will utilize mapping grade GPS survey instruments for collecting coordinate and observational data for this program. Specific software systems for data collection, post processing, filtering and editing positional data, including version information will be shared and coordinated with city of New Brighton data and information personnel in advance of the work startup.

Valve Exercising Equipment

WWS will make available to operations personnel in advance of work startup a list of the make, model, year and operating system version for proposed hydraulic valve turning equipment. We will identify the software system used for creating torque charts-including version. Valves smaller than 16-inch will not have torque charts furnished.

Mapping Software

WWS will identify the software system to be utilized to create supporting map documents listed under the Reports section, including software version. This will be coordinated in advance of work startup.

Business Systems

WWS will analyze city of New Brighton current business systems and processes (GIS and CMMS for work order management) and subsequently provide MS Access databases and a personal geodatabase deliverable for city of New Brighton to integrate project data into these systems. It is critical that all project data reside in the planned final resting place and is accurate and usable for ongoing planning and asset management implementation by city of New Brighton stakeholders.

GPS Data

All the water valves encountered in this program are to be GPS mapped with mapping grade (sub meter or sub foot) accuracy and the attribute data will be delivered in a database compatible with city of New Brighton's existing data schema. We recommend sub-foot GPS accuracy for inline valves. Coordinate data shall be field

collected with autonomous GPS readings and subsequently differently corrected via post-processing. WWS shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation.

Documentation and Deliverable Database

Data will be documented on each valve and will be agreed upon in advance of work startup with city of New Brighton. WWS will provide applicable valve data in a spatially accurate format compliant with city of New Brighton's existing data structure. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final data deliveries. The database shall contain the information agreed with city of New Brighton and at a minimum the following attribute data:

- A Unique Identification Number
- Date of Operation
- Valve Size
- Valve Type
- Use of Valve
- Valve Structure
- Boolean indicating whether vacuumed/pumped
- Operating Nut Depth
- Boolean indicating whether exercised
- Close Direction
- Number of Turns
- Final Torque
- Torque chart for larger valves or valves that are difficult to turn
- Valve Condition (operable, inoperable)
- Valve Discrepancies
- Structure Discrepancies

GIS QA/QC Plan

WWS includes a detailed QA/QC plan identifying quality checkpoints throughout the program lifecycle. At a minimum, we utilize leading edge methods for developing mapping grade horizontal accuracy and accurate attribute data.

Work Orders

WWS will create work orders for all required repairs that are needed in order to bring the valves in the system up to 100% operability. These work orders will be captured and managed in a database to be provided by WWS. Work orders will specifically note the discrepancy of the valve and the repair activity required to return the valve to full operability. Work orders will contain, at a minimum, the following information:

- Valve ID
- Map Number
- Specific valve discrepancy (category and details)
- Specific repair activity required to return the valve to full operability

Scheduling

WWS will develop an overall schedule of work to be approved by city of New Brighton prior to the commencement of work. City of New Brighton shall approve the work schedule before allowing WWS to proceed.

Safety

WWS will abide by all OSHA safety regulations in the fulfillment of this scope of services. WWS shall provide all traffic control services necessary to ensure a safe working environment for the fulfillment of the contract. As a requirement to perform this scope of work safety, each truck crew will have a minimum of two (2) crew members. All work vehicles will be equipped with amber warning lights, strobe lights, directional arrow board lights, communications equipment and will clearly identify WWS. If, necessary, WWS will switch to nighttime operations if traffic control and safety become a factor in the completion of services.

Professionalism

WWS will ensure that all activities are conducted in a professional manner. At a minimum, WWS will ensure all personnel are in approved uniform; all field equipment is maintained clean and neat; all trucks are clearly identified with WWS' name and contact phone number and written procedures for field operations and information management processes are contained within the vehicle in an operations manual.

Evaluation Presentation

WWS will evaluate and analyze the results of the program and develop an evaluation presentation for city of New Brighton. This evaluation presentation will include an analysis of the results of the program, findings, learning's, suggestions and recommendations for city of New Brighton.

Project Deliverables

1. Validated database compliant with ESRI ArcGIS
2. A list of recommended valve repairs
3. Work orders for these repairs
4. Summary Report/Presentation of program findings

Project Schedule

The proposed schedule for the inspection is based on receiving an executed 'Conditions of Engagement' (T&C's attached). We anticipate that this work will take ~6 days to complete. Some key milestones for this project are:

- Receive city of New Brighton's geodatabase with valves, hydrants, and water main at a minimum to create ProjectTracker™, WWS' proprietary field collector application
- Project Kickoff meeting
- Mobilization of WWS crew
- Daily check-ins with utility staff
- Define daily project area
- Daily safety shares
- Submission of project deliverables
- Final presentation of overall project findings

Proposed Fee and Payment Schedule

Proposed Fee and Payment Schedule

Valve Assessment, Testing, and Information Management Program

Project Pricing			
Scope of Services	Units	Unit Price	Total Price
≤12" Valve Assessment, GPS, & Documentation	250ea	\$73.00	\$18,250.00
Mobilization of WWS Crew	1ea	\$4,500.00	\$4,500.00
Project Budget Total			\$22,750.00

All travel, shipping and related expenses are included in the mobilization and field data collection/inspection

Price Details

- Pricing is based on available information provided to date
- ~6 working days to complete scope
- If additional work is required due to circumstances outside of our control or based on additional requests from you, a mutually agreed change order will be required
- Cannot locate valves will be invoiced at the unit price above for each instance they are found
- Please specify sub foot or sub meter GPS location prior to starting work
- Work order repairs such as lid raises and valve box realignments will be responsibility of New Brighton staff, unless the city desires to modify the budget to include these types of repairs.
- City of New Brighton will provide material for work order repairs such as replacement covers, Valve Box components, and hot/cold patch for asphalt repairs
- Any materials procured by WWS Water Services will be passed through at 15% mark-up

CONDITIONS OF ENGAGEMENT FOR THE PROVISION OF SERVICES

(North America)

The Proposal is issued upon and is subject to these Conditions of Engagement. If the Proposal is accepted by the Client, these Conditions of Engagement and the Proposal will be deemed to form part of the Contract between the Client and Pure.

1. DEFINITIONS

In these Conditions of Engagement the following definitions apply:

- “Client” means any person or persons, firm or company engaging Pure to provide the Services.
- “Contract” means the agreement awarded to Pure as a result of the Proposal.
- “Pure” means Pure Technologies Ltd., Pure Technologies U.S. Inc., PureHM Inc., PureHM U.S. Inc. or any of their affiliates, as the case may be, which submitted the Proposal and is a party to the Contract.
- “Proposal” means Pure's offer to carry out the Services and includes all related correspondence plus agreed written variations or amendments thereto.
- “Services” mean those services of whatever nature to be supplied by Pure under the Contract.
- “Site” means the facility, land, installation or premises to which Pure is granted access for the purposes of the Contract and may include any combination of the foregoing.

2. PURE'S OBLIGATIONS

- 2.1 Pure will perform the Services in accordance with the procedures described in the Proposal, using reasonable skill, care and diligence and consistent with industry standards.
- 2.2 Pure will ensure that the equipment used in performing the Services is in a good and functional state.

3. CLIENT'S OBLIGATIONS

- 3.1 The Client will provide to Pure full, good faith co-operation to assist Pure in providing the Services. Unless otherwise specified in the Proposal and without limiting the generality of the foregoing, the Client will at its own expense:
- (i) ensure, if required, access to private land will be given to Pure and that any official permits or permissions required for Pure to have access to the Site or carry out the Services are obtained and are in force for the duration of the Services;
 - (ii) inform Pure in writing of any special circumstances or danger which the execution of the Services may entail or which are inherent in the Site, including the existence and identity of any known hazardous substance or material;
 - (iii) perform such additional duties and responsibilities and provide such information and resources as are described in the Proposal.
- 3.2 The description of the Services and related compensation amount set out in the Proposal will be based upon information that the Client shall have provided to Pure, and assumptions that Pure shall have identified in the Proposal. The Client acknowledges that if any such

information provided by Client is materially incomplete or inaccurate, or if the assumptions identified by Pure are not correct, then the parties will modify the Proposal to reflect the actual information, assumptions, and Services required, and the compensation to Pure will be adjusted accordingly using the change order process set out in the Contract, or if there is no such process, on an equitable basis.

3.3 Client will pay Pure within 30 days of Client's receipt of an invoice therefrom. Client acknowledges that Pure is entitled to payment for any and all Services performed hereunder up and until the date of the full completion of such Services.

3.4 Upon Client's termination of the provision of Services or any goods by Pure hereunder, Pure will be entitled to payment for any and all goods and Services provided up to and until the date Pure receives notice of termination from Client. Such payments will be at the rates as provided to Client in the Proposal.

4. PROPRIETARY AND CONFIDENTIAL INFORMATION

4.1 All reports generated in the performance of the Services and delivered by Pure to the Client will become the property of the Client.

4.2 Pure's equipment which is made available to the Client in connection with the Contract and the raw data generated in the performance of the Services will remain the sole and exclusive property of Pure. The Client will not acquire any proprietary rights in Pure's equipment, systems, software, technology, inventions (whether or not patentable), patents, patent applications, documentation, specifications, designs, data, databases, methods, processes or know-how ("Pure's Proprietary Technology"). Any modifications or improvements to the Pure's Proprietary Technology made during the performance of the Services will be the sole and exclusive property of Pure.

4.3 Both parties agree to keep confidential all documentation and information provided by the other during the performance of the Contract. The obligations set out in this clause 4.3 will remain in full force and effect after any termination or expiry, as the case may be, of the Contract.

4.4 Notwithstanding anything herein to the contrary, Contractor will have a limited, non-exclusive, royalty-free license to utilize data collected and received in the performance of services hereunder for purposes of (a) providing services, (b) analyzing and improving the services, and (iii) internal research and development for the benefit of Contractor clients.

5. LIABILITY AND WARRANTIES

5.1 Pure will indemnify and hold the Client harmless against any expense, demand, liability, loss, claim, lawsuit or proceeding whatsoever in respect of personal injury to or the death of any person, or any loss, destruction or damage to any tangible property and arising directly or indirectly from the negligence of Pure, its employees, servants or agents except to the extent caused by the negligence of the Client or any person for whom the Client is responsible. The Client will similarly indemnify Pure.

5.2 Pure will not be liable for any loss of production, loss of use of property, loss of revenue or profit, equipment downtime, business interruption, loss of goodwill, loss of anticipated savings, cost of procurement of substitute goods or services, or for any consequential, indirect, incidental, or special loss or damage suffered by the Client or any third party, or for any punitive damages, even if advised of the possibility thereof and notwithstanding the failure of essential purpose of any remedy.

5.3 Pure's cumulative liability hereunder, whether in contract, tort, or otherwise, will in no event exceed the greater of (i) the aggregate consideration paid by the City to Pure for the portion of the Services that gave rise to the liability, or (ii) \$2 million; provided, however, that this clause shall not limit Pure's indemnification obligations hereunder. The report(s) and any other recommendations or advice made by Pure relating to the pipeline or the Services will

be made in accordance with the procedures described in the Proposal, using reasonable skill, care and diligence consistent with industry standards, but do not and will not constitute a warranty of the pipeline's quality, capacity, safety or fitness for purpose. Pure will not be liable to the Client for any liability or damages that arise from the Client's reliance upon or application or use of such final report or recommendations or advice made by Pure in relation to the pipeline or Services, and the Client will indemnify Pure against any liability to third parties resulting therefrom.

- 5.4 Pure's warranties for the Services will be set out in the Contract. Pure disclaims all implied or statutory warranties or conditions, including of merchantability, merchantable quality, durability, or fitness for particular purpose to the extent allowed by applicable law. This means Pure's warranty obligations will be limited to what is expressly set out in the Contract.

6. Insurance

Pure will provide the Client with a certificate of insurance evidencing the following coverages:

6.1	Commercial General Liability	\$2,000,000
6.2	Automobile Liability	\$1,000,000
6.3	Workers Compensation	Statutory
6.4	Professional Liability	\$500,000

7. Special Conditions/Acknowledgement of Events.

Pure and Client (the "Parties") acknowledge and agree that the global COVID-19 pandemic ("COVID-19") is ongoing, dynamic, unpredictable, and as such may impact the ability of Pure to meet its obligations under this Agreement. The Parties agree that, for so long as there is an impact of COVID-19 on Pure's performance, all performance efforts by Pure will be on a reasonable efforts basis only and Pure shall not be responsible for failure to meet its obligations, to the extent that it is precluded from doing so as a result of COVID-19. The Parties shall work, in good faith, to make any reasonable adjustments that may be required as a result of COVID-19.

Signing this Letter of Agreement, by each party, constitutes an agreement to provide and perform the services summarized within and is subject to the conditions of engagement. The initial term of this agreement is one year and shall commence as of the Effective Date. The Parties may, by mutual consent, in writing, extend the Term of this Agreement one or more times.

This Agreement is entered into this, the ____ day of _____, 20____(the “Effective Date”).

THE CONSULTANT
PURE TECHNOLOGIES US INC./
DBA WACHS WATER SERVICES

THE OWNER
CITY OF NEW BRIGHTON, MN

BY: _____
(NAME)

BY: _____
(NAME)

Print Name

Print Name

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Agenda Section:	VI
Item:	7
Report Date:	12/21/2023
Meeting Date:	1/09/2024

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Resolution to Consider Ramsey County Master Agreement for Maintenance of Traffic Control Systems	
DEPARTMENT HEAD’S APPROVAL: <u>CGS</u>	CITY MANAGER’S APPROVAL: <u>DM</u>

Action Requested: ☐ Public Hearing ☒ Motion ☐ Discussion ☐ Informational
Form of Action: ☒ Resolution ☐ Ordinance ☒ Contract/Agrmnt ☐ N/A ☐ Other
Votes Needed: ☒ 3 votes ☐ 4 votes ☐ 5 votes ☐ N/A

<u>Summary Statement:</u>	<ul style="list-style-type: none"> ▪ The Master Partnership Contract provides a framework for Ramsey County and Local Agencies to provide payment for maintenance and equipment at traffic signals. ▪ The agreement identifies which legs of each signal are New Brighton’s responsibility throughout the city. ▪ This agreement will be adjusted for each City within Ramsey County and replace any previous signal agreements. ▪ Ramsey County and the City coordinate repairs/replacements and these expenditures are eligible for MSA reimbursement.
<u>Recommendation(s):</u>	<ul style="list-style-type: none"> ▪ Approve the Resolution ▪ Authorize the Mayor and City Manager to sign Master Agreement
<u>Applicable Deadlines:</u>	<ul style="list-style-type: none"> ▪ None
<u>Legislative History:</u>	<ul style="list-style-type: none"> ▪ None
<u>Strategic Priority:</u>	<input type="checkbox"/> Sustainable & Reliable Infrastructure <input checked="" type="checkbox"/> Operational Effectiveness <input type="checkbox"/> Environment & Sustainability <input type="checkbox"/> Diversity, Equity, & Inclusion

<input type="checkbox"/> Livable Community <input type="checkbox"/> N/A	
<u>Financial Impact:</u> Is there a financial consideration? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes:	
Financing Sources: <input type="checkbox"/> Budgeted <input type="checkbox"/> Budget Modification <input type="checkbox"/> New Revenue <input type="checkbox"/> Use of Reserves <input checked="" type="checkbox"/> Other	
The electricity for overhead lights and the signals is paid for by Fund 704, Street Lights.	
<u>Attachments:</u>	1. Resolution 2. Master Agreement PW2023-10M



Craig Schlichting
 Director of Community Assets and Development

RESOLUTION No. _____
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION AUTHORIZING APPLICATION FOR A CLIMATE RESILIENCE PLANNING GRANT

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 _____ ayes and _____ nays.

Kari Niedfeldt-Thomas, Mayor

ATTEST:

Devin Massopust City Manager

Terri Spangrud, Deputy City Clerk

**MASTER AGREEMENT
FOR MAINTENANCE OF TRAFFIC CONTROL SIGNAL SYSTEMS
AGREEMENT NO. PW2023-10M**

THIS AGREEMENT is between Ramsey County, ("County"), and the City of New Brighton ("City"), for the maintenance and operation of certain traffic control signal systems the within the City of New Brighton:

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 identify herein the allocation of maintenance and power provision responsibilities for the Signal Systems, in accordance with County policies identified in Ramsey County Board Resolution 78-1394 (policy for lighting Ramsey County roadways) and Ramsey County Board Resolution 81-1001 (policy for allocation of costs for traffic control signal systems), and as agreed by the parties; 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, IT IS AGREED:

1. **ALLOCATION OF MAINTENANCE RESPONSIBILITIES:** The County is responsible for all maintenance responsibilities for any Signal System listed on Exhibit A, except as provided below.
 - a. The City shall be responsible for the Provision of Power for those Signal Systems listed on Exhibit A, where the City is the indicated responsible party for "Maintenance Responsibility - Power".

- b. The City shall be responsible for maintenance of Luminaires for those Signal Systems listed on Exhibit A, where the City is the indicated responsible party for “Maintenance Responsibility - Luminaire”
 - c. The City shall be responsible for the maintenance of Traffic Control elements of the Signal Systems where the City is the indicated responsible party for Maintenance Responsibility – Traffic Control”)
- 2. **SHARED CITY STREETS:** City allocated responsibilities may be shared between multiple cities when a leg of the intersection falls on a border road or is otherwise shared by two or more cities. The details of any shared maintenance or cost agreement between cities shall be documented outside of this Master Agreement, and shall have no impact on the obligations of the parties hereto. Furthermore, if a responsibility listed on Exhibit A as a City responsibility is shared by the City and another city through another verbal or written agreement, that outside agreement shall not limit the obligation of the City to the County and the County can expect the City to fulfill its obligations under this Master Agreement and to seek reimbursement according to these outside agreements, as they may exist.
- 3. **RATIFICATION OF PREVIOUS AGREEMENTS:** Exhibit A represents the existing agreed to allocation of responsibilities for each identified Signal System and is ratified as presented in Exhibit A
- 4. **MAINTENANCE RESPONSIBILITIES:** Maintenance Responsibilities are defined as follows:
 - a. **Maintenance Responsibility – Power:** All aspects of providing all necessary power to the Signal System for the proper operation of its elements installed, including without limitation, display or indicator lamps, emergency vehicle preemption (“EVP”) systems, luminaires (street lights and other ambient lighting), lights for illuminating signages, electronic displays, and traffic monitoring cameras. Responsible party must provide for the connection of the Signal Systems to a public source of electrical power, maintain the power elements of the Signal System, repair or replace power elements in the event of damage or deterioration. Maintenance of the battery backup system, including replacement of the batteries, will be the responsibility of the County.
 - b. **Maintenance Responsibility – Luminaires:** All aspects of any ambient lighting (street light) installed on the Signal System, including replacing bulbs or other expended illumination elements and repair or replacement of any pole, hood, lens, or other element solely for operation of the luminaire due to damage, deterioration, or replacement of the Signal System.
 - c. **Maintenance Responsibility – Traffic Control:** All remaining elements of the Signal Systems (except as provided below), including replacing lamps or bulbs in any traffic control indicator or display (both vehicle and pedestrian) and the repair or replacement of any upright poles, mast arms, display or indicator heads/units, traffic control signs attached to the Signal System, cabinets, controllers, controller equipment, traffic sensors, accessible pedestrian signal systems (“APS”) due to damage or deterioration. Replacement of Signal Systems due to end of useful life will be determined based on the cost share policy in place at the time.
 - a. EVP systems will managed as provided in Section 8.
 - b. Painting of Signal Systems, including regular updates to maintain a professional appearance, shall be the responsibility of the City requesting the painting.
 - d. **MNDOT Signal Systems:** Where identified on Exhibit B, the notation is for convenience only, and the allocation of responsibilities shall be governed by the agreement with MNDOT.

5. **NON-TRAFFIC CONTROL SIGNS:** No signs may be attached to a Signal System without approval of the County Traffic Engineer. Any sign installed at the request of the City will be installed, maintained, and repaired by the County, but the costs of such work will be reimbursed by the City.
6. **TIMING OF SIGNALS:** All timing and related adjustments of the traffic control signal shall be determined by the County through its Traffic Engineer, and no changes shall be made to these adjustments without the approval of the County.
7. **PERMIT REQUIRED:** The City will obtain a permit to work on a Signal System in order to coordinate work in the right-of-way, ensure sufficient traffic control is provided, and manage access and workmanship on Signal Systems. The City will be responsible for any costs associated with traffic control or County forces needed to effectuate City works on the Signal Systems.
8. **EVP SYSTEMS:** The EVP system shall be operated, maintained, revised, or removed in accordance with the following conditions and requirements:
 - a. All installation, modifications, revisions and maintenance of the EVP System considered necessary or desirable for any reason, shall be done by the County's forces, or, upon concurrence in writing by the County's Traffic Engineer, may be done by others, all at the cost and expense of the City.
 - b. Emitter units may be installed and used only on vehicles responding to an emergency as defined in Minnesota Statutes Chapter 169.01, Subdivision 3 in Section 169.011.
 - c. All timing of said EVP system shall be determined by the County, through its Traffic Engineer.
9. **PAYMENT AND RAMSEY COUNTY REIMBURSEMENT RATES:**
 - a. The County shall submit an invoice to the City annually, listing all labor, expenses for third-party contractors, equipment, materials or supplies used.
 - b. The City shall promptly pay Ramsey County for the full amount due.
 - c. Labor costs and equipment costs will be at the adopted rates for work performed by County employees.
 - d. The adopted labor rates may include actual hourly rates of the employee (or a per hour equivalent for salaried employees), costs representing the hourly share of benefits, perks and other employment expenses, a provision for costs associated with the provision of a work location, transportation, supplies and training for the employee, and a provision for administration.
 - e. The adopted equipment rates may be based on market rental rates or, if specialized equipment, on a pro rata share of the anticipated useful life of the equipment, plus costs to cover all consumables (fuel, parts), plus a reasonable costs associated with maintenance of the equipment.
 - f. Materials and supplies shall be actual costs, not reduced by any discounts or set-offs the County may be granted.
 - g. Contractor costs shall be as actually paid by the County for the work covered by this agreement, not reduced by any discounts or set-offs the County may be granted by the contractor.
10. **WORKERS AND WORKERS COMP:** Any and all persons engaged in work performed under this Agreement who are employed by the County shall be considered employees of the County regardless of whether the work performed is on City or County property, and any and all claims that may arise under the Worker's Compensation Act of this State on behalf of those employees so engaged shall be the

responsibility of the County. Any and all persons engaged in work performed under the Agreement who are employed by the City shall be considered employees of the City regardless of whether the work performed is on City or County property, and any and all claims that may arise under the Worker's Compensation Act of the State on behalf of those employees so engaged shall be the responsibility of the City.

11. **INDEMNIFICATION AND THIRD-PARTY CLAIMS:** The City and County shall indemnify, defend, and hold each other harmless against any and all liability, losses, costs, damages, expenses, claims, or action, including attorney's fees, which the indemnified party, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officials, agents or employees, in the execution, performance, or failure to adequately perform the indemnifying party's obligation pursuant to the Agreement. Any and all claims made by any third party as a consequence of any negligent act or omission on the part of an employee or contractor of a party as they are engaged on any of the work contemplated herein, shall be the obligation and responsibility of the party employing or retaining the worker, unless another agreement allocates responsibility differently. Nothing in this Agreement shall constitute a waiver by the County or the City of any statutory or common immunities, limits, or exceptions on liability.
12. **TERMINATION AND REPLACEMENT AGREEMENT:** This Master Agreement may not be terminated, except by mutual agreement. However, the City may, upon documentation of three material breaches of any provision herein by the County over the period of twelve months, provide notice that they wish to revert to a County-led maintenance plan. After notice is received, the County-led maintenance plan will take effect on the first of the month twenty-four months after the notice. Under a County-led maintenance plan, the County will perform all responsibilities contemplated herein for all Signal Systems identified on Exhibit A (as amended) and the parties will split the costs based on the number of legs entering the intersection. EVP and painting will continue to be 100% the cost responsibility of the City, but the work will be done by the County. City will reimburse the County for the City's share of those costs. The City's share shall be equal to the ratio of the number of legs entering the intersection which are controlled by the City to the total number of legs entering the intersection. The costs will be calculated as provided in Section 9 (plus the costs of electricity), plus an additional 15% for administration.
13. **ADDING OR REMOVING SIGNAL SYSTEMS:** The signals included in this Master Agreement may be added or removed by updating Exhibit A (A-1 or A-2,). A signal may be added to Exhibit A:
 - a. **COOPERATIVE AGREEMENT:** If a new signal is installed (or an existing one is replaced) and the allocation of maintenance responsibilities is identified in a properly approved cooperative agreement adopted in anticipation of the development or installation of the signal, the signal may be added to Exhibit A and the maintenance responsibilities allocated as provided in the cooperative agreement. The governing cooperative agreement number must be noted for reference.
 - b. **MAINTENANCE AGREEMENT:** If the parties approve a different allocation of maintenance responsibilities through a property adopted separate formal agreement, the change may be reflected on Exhibit A and the maintenance responsibilities allocated as provided therein. The separate agreement number must be noted for reference.
 - c. **TRACKING PURPOSES ONLY (PED SIGNALS):** If a Ped Signal is located on a County road or highway, it may be added to Exhibit A as long as the City is assuming all responsibility and costs for the operation and maintenance.
 - d. **REMOVAL OF SYSTEM:** If a Signal System or Ped Signal is physically removed, the signal may be removed from Exhibit A.

The inclusion or removal of a signal system from Exhibit A under this section must be ratified by the County's Traffic Engineer and the City's Public Works Director, and the new Exhibit A shall be noted with the effective date of the change. It is intended that formal approval by the parties' governing bodies is delegated to the two representatives for this limited purpose.

14. **STANDARDIZATION:** The allocation of maintenance responsibilities as provided on Exhibit A for any individual signal included thereon may be changed to bring it in line with the standard allocation of responsibility listed below. The change of the allocation of maintenance responsibilities to the standard allocation must be ratified by the County's Traffic Engineer and the City's Public Works Director, and the new Exhibit A shall be noted with the effective date of the change. It is intended that formal approval by the parties' governing bodies is delegated to the two representatives for this limited purpose.

STANDARD ALLOCATION OF MAINTENANCE RESPONSIBILITIES			
TYPE OF SIGNAL	TRAFFIC CONTROL	LUMINAIRE	POWER
Traffic Control Signal Systems (Signal Systems)	County	City	City
Pedestrian Crossing Signal Systems (Ped Signals)	City	City	City
MnDOT Controlled Traffic Control Signal Systems (MnDOT Signals)	County replaces lamps and MnDOT assumes other elements	City	City

15. **AMENDMENTS:** Any other change to the allocation of maintenance responsibilities or inclusion or removal from the list on Exhibit A must be done by amendment to this Master Agreement and no delegation is being contemplated by these terms.
16. **NOTICES:** All notices shall be in writing and shall be sent by electronic mail, United States mail or common carrier delivery service to the address provided below.

For City:
Public Works Director
City of New Brighton
803 Old Hwy 8 NW
New Brighton, MN 55112
Email:

For County:
Traffic Engineer of Public Works
Ramsey County Department of Public Works
1425 Paul Kirkwold Drive
Arden Hills, MN 55112
Email:

(Signature page to follow)

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

CITY OF NEW BRIGHTON, MINNESOTA

In presence of

By: _____

Its: _____

By: _____

Its: _____

Date: _____

RAMSEY COUNTY

Recommended for approval:

Brad Estochen, P.E.
County Engineer
Ramsey County
Public Works Department

By: _____
Chairperson
Board of Ramsey County Commissioners

Approved as to Form:

Assistant Ramsey County Attorney

Attest:

By: _____
Chief Clerk – Ramsey County Board

Date: _____

Date: _____

Exhibit A

Traffic Signals on County Roads and Highways Within the City of New Brighton

This Exhibit A documents the current identified Signal Systems, Ped Signals and MnDOT Signals within the City of New Brighton. Pursuant to Section 13 of the Master Agreement, this Exhibit A may be periodically replaced with an updated version. This version is as of **July 31, 2023**, and has been adopted by the parties as demonstrated by the verification of the County's Traffic Engineer and the City's Public Works Director.

RAMSEY COUNTY

(print name) _____
Traffic Engineer
Dated: _____

CITY OF NEW BRIGHTON

(print name) _____
Public Works Director
Dated: _____

A-1. Traffic control signal systems (Signal Systems)

CSAH	TRF No.	Cross Street	Maintenance Responsibility		
			Traffic Control	Luminaire	Power
CSAH 12 (10th St NW)	620	8th Avenue	County	City	City
CSAH 19 (County Rd D)	584	Cleveland Ave (CSAH 46)	County	County	County
	621	Highcrest Rd	County	City*	City*
	671	T.H. 88	County	County	County
CSAH 44 (Silver Lake Rd)	660	County Rd H (CSAH 9)	County	County	County
	648	Mississippi St	County	City	City
	647	Rice Creek Rd (CSAH 11)	County	County	County
	541	14th Street NW	County	City	City
	536	Palmer Drive	County	City	City
	535	7th Street NW/Forestdale Rd	County	City	City
	542	5th Street NW	County	City	City
	590	3rd Street NW/Wexford Hts	County	City	City
	513	County Rd E (CSAH 15)	County	County	County
	589	Windsor Lane	County	City	City
	534	Silver Lane	County	City*	City*
CSAH 46 (Old Hwy 8)	515	10th Street (CSAH 12)	County	City	City

CSAH 77 (Old Hwy 8)	655	5th Avenue (CSAH 46)	County	County	County
	683	8th Avenue	County	City	City
	684	County Road E (CSAH 15)/1st St NW	County	City	City
CSAH 96 (Co Rd 96)	675	Old Hwy 8 (CSAH 77)	County	County	County

*Sharing the responsibility with another city.

A-2. Signals for pedestrian crossing (PED SIGNALS)

CSAH	TRF No.	Cross Street	Maintenance Responsibility		
			Traffic Control	Luminaire	Power
CSAH 44 (Silver Lake Rd)	908	Rice Creek Trail (RRFB)	City	City	City

Exhibit B – MnDOT operated signals

MnDOT Road	TRF No.	Cross Street	Maintenance Responsibility			Electric Power Cost
			Routine	Lamping	Luminaire	
I 694 South Ramps	329	Silver Lake Road (CSAH 44)	State	County	County	County
I 694 North Ramps	330	Silver Lake Road (CSAH 44)	State	County	County	County
I 35W West Ramps	324	CSAH 19 (County Road D)	State	County	County	County
I 35W East Ramps	325	CSAN 19 (County Road D)	State	County	County	County*

* Sharing the responsibility with another city.

Agenda Section:	Consent
Item:	VI_8
Report Date:	1/4/2024
Meeting Date:	1/9/2024

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Resolution Appointing Legal Newspaper for 2024	
DEPARTMENT HEAD'S APPROVAL: <u>gma</u>	CITY MANAGER'S APPROVAL: <u>DM</u>


Action Requested: ☐ Public Hearing ☒ Motion ☐ Discussion ☐ Informational

Form of Action: ☒ Resolution ☐ Ordinance ☐ Contract/Agrmnt ☐ N/A ☐ Other

Votes Needed: ☒ 3 votes ☐ 4 votes ☐ 5 votes ☐ N/A

<u>Summary Statement:</u>	<ul style="list-style-type: none"> State law requires cities to designate a legal newspaper annually so residents know where to find legal notices and other items required to be published.
<u>Recommendation(s):</u>	<ul style="list-style-type: none"> Approve resolution re-designating the Twin Cities Pioneer Press to serve as the City's legal newspaper for 2024.
<u>Applicable Deadlines:</u>	<ul style="list-style-type: none"> None
<u>Legislative History:</u>	<p>MN State Statutes section 412.831 requires cities to designate a legal newspaper annually in which to publish ordinances, legal notices and other items required to be published.</p> <p>The Twin Cities Pioneer Press has served as the City's legal newspaper since New Brighton's last local newspaper, the Lillie News closed fall of 2019. They continue to offer the most publication dates, the largest New Brighton subscriber base and the cheapest publication rates.</p> <p>Quotes received include:</p> <ul style="list-style-type: none"> The Twin Cities Pioneer Press publishes a daily newspaper and items submitted for publication are published within 24 – 48 hours. Legal notice rates are \$0.52 per line - an increase of two cents. As there are 14 lines per inch, the rate is \$7.28 per column inch. The Shoreview Press publishes two newspapers per month – every other Wednesday. Legal notices are published at

	<p>the rate of \$7.40 per column inch and there are 9-lines per inch. Staff does not believe that two publications per month meets the City's publication needs and would make it difficult to meet publication requirements with a time sensitive deadline.</p>
<p>Strategic Priority: <input type="checkbox"/> Sustainable & Reliable Infrastructure <input type="checkbox"/> Operational Effectiveness <input type="checkbox"/> Environment & Sustainability <input type="checkbox"/> Diversity, Equity, & Inclusion <input type="checkbox"/> Livable Community <input checked="" type="checkbox"/> N/A</p>	
<p>Financial Impact: Is there a financial consideration? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: \$ The quoted price is \$0.02 more per line than the City paid in 2023 and is included in the 2024 budget.</p> <p>Financing Sources: <input checked="" type="checkbox"/> Budgeted <input type="checkbox"/> Budget Modification <input type="checkbox"/> New Revenue <input type="checkbox"/> Use of Reserves <input type="checkbox"/> Other _____</p>	
<p>Attachments:</p>	<ol style="list-style-type: none"> 1. <i>Resolution Re-Appointing the Twin Cities Pioneer Press as the Legal Newspaper</i> 2. <i>Quote – Twin Cities Pioneer Press</i> 3. <i>Quote – The Shoreview Press</i>


 Terri Spangrud
 City Clerk

RESOLUTION No. _____
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 _____ ayes and _____ nays.

Kari Niedfeldt-Thomas, Mayor

ATTEST:

Devin Massopust, City Manager

Terri Spangrud, City Clerk

Benjamin Gozola
City of New Brighton

Hi Benjamin,

Thank you for the opportunity to bid on the public notice publications for City of New Brighton.

The Saint Paul Pioneer Press is a Daily Newspaper located in Saint Paul, MN, primarily serving Ramsey, Dakota, Washington, and Anoka counties and Western Wisconsin.

Our Legal Publication rates for all notices for 2024 are as follows:

\$7.28 per column inch per publication (this = \$0.52 per line, there are 14 lines per column inch)

Sunday full circulation is 136,492 – however, you may publish a notice on any day of the week.

Deadline to submit legal notices (please note, holidays will have early deadlines):

Deadlines for Liner (text only) ads.	
Publication day	Deadline to submit materials
Monday	Friday 4 pm
Tuesday	Monday 12 pm
Wednesday	Tuesday 12 pm
Thursday	Wednesday 12 pm
Friday	Thursday 12 pm
Saturday	Friday 11 am
Sunday	Thursday 4 pm

Deadlines for Display ads.	
Notice includes chart, graphics, map, or any special formatting.	
Publication day	Deadline to submit materials.
Monday	Friday 3 pm
Tuesday	Monday 11 am
Wednesday	Tuesday 11 am
Thursday	Wednesday 11 am
Friday	Thursday 11 am
Saturday	Friday 10 am
Sunday	Thursday 3 pm

All legal notices should be emailed to legals@pioneerpress.com. Once we receive your request, you'll receive a confirmation email and will be contacted shortly. You will be emailed a proof (which includes the cost) and an affidavit will be emailed within 7 days of publication.

Thank you for considering the Saint Paul Pioneer Press as the official legal newspaper for City of New Brighton. Please let me know if you have any questions, we look forward to partnering with you in the coming year.

Thank you,

True Lee – Advertising
tlee@pioneerpress.com



December 4, 2023

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

Dear Ms. Spangrud:

The *Shoreview Press* wishes to be considered as your official newspaper for 2024.

Here is what our subscribers are saying, "Thank you for your publication. I find the community newspaper essential to the education of our residents." "I appreciate your coverage of Mounds View High School sports!"

We meet all the legal publication requirements under state statutes. Our circulation is audited by Circulation Verification Council, an independent firm.

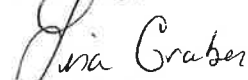
We prefer submittal of legal notices by mail, fax at (651) 429-1242, or e-mail your notices to legals@presspubs.com - clearly labeling them as "Legal Notices."

Due to increased costs, we are asking for \$7.40 per column inch, in 7-point type at 9-lines per inch.

Our deadline for legal notices for the *Shoreview Press* is every other Wednesday by 5:00 p.m. for the following Tuesday's publication. We will always try to accommodate a notice that would be submitted after deadline if we are advised by email and a phone call by the deadline.

We look forward to the opportunity to serve you and welcome any questions or concerns you may have.

Sincerely,

A handwritten signature in black ink that reads 'Lisa Graber'.

Lisa Graber
Legal Notice Coordinator

LG:mkk

Enclosure: Total Weekly Audience

Misc: New Brighton 2024.doc

Your Best Source For Community Information

www.presspubs.com

White Bear Press • Vadnais Heights Press • Quad Community Press • Shoreview Press • The Citizen • The Lowdown • North Oaks News
ppinfo@presspubs.com news@presspubs.com circ@presspubs.com marketing@presspubs.com artmanager@presspubs.com

Agenda Section:	Consent
Item:	9
Report Date:	1/4/2024
Meeting Date:	1/9/2024

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Resolution Appointing Liasions to Public Agencies	
DEPARTMENT HEAD'S APPROVAL: <u>gma2</u>	CITY MANAGER'S APPROVAL: <u>DM</u>

Action Requested: ☐ Public Hearing ☒ Motion ☐ Discussion ☐ Informational
Form of Action: ☒ Resolution ☐ Ordinance ☐ Contract/Agrmnt ☐ N/A ☐ Other
Votes Needed: ☒ 3 votes ☐ 4 votes ☐ 5 votes ☐ N/A

<u>Summary Statement:</u>	<ul style="list-style-type: none"> The City Council appoints delegates and alternates to eight organizations to serve as representatives of the City upon approval of the attached resolution.
<u>Recommendation(s):</u>	<ul style="list-style-type: none"> Approve the resolution amending designations to public agencies
<u>Legislative History:</u>	<ul style="list-style-type: none"> The New Brighton City Council annually appoints members of its body and other individuals to serve as liasions to various public agencies.
<u>Strategic Priority:</u> <input type="checkbox"/> Sustainable & Reliable Infrastructure <input checked="" type="checkbox"/> Operational Effectiveness <input type="checkbox"/> Environment & Sustainability <input type="checkbox"/> Diversity, Equity, & Inclusion <input type="checkbox"/> Livable Community <input type="checkbox"/> N/A	
<u>Financial Impact:</u> Is there a financial consideration? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes: Financing Sources: <input type="checkbox"/> Budgeted <input type="checkbox"/> Budget Modification <input type="checkbox"/> New Revenue <input type="checkbox"/> Use of Reserves <input type="checkbox"/> Other	
<u>Attachments:</u>	Resolution

Terri Spangrud
 Terri Spangrud, City Clerk

RESOLUTION No. _____
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 _____ ayes and _____ nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk



Agenda Section:	VI
Item:	10
Report Date:	12/28/2023
Meeting Date:	1/09/2024

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Resolution Supporting Rice Creek Watershed Districts State Bonding Request for Jones Lake Improvements	
DEPARTMENT HEAD’S APPROVAL: <u>C65</u>	CITY MANAGER’S APPROVAL: <u>DM</u>

Action Requested: ☐ Public Hearing ☒ Motion ☐ Discussion ☐ Informational
Form of Action: ☒ Resolution ☐ Ordinance ☐ Contract/Agmmt ☐ N/A ☐ Other
Votes Needed: ☒ 3 votes ☐ 4 votes ☐ 5 votes ☐ N/A

<u>Summary Statement:</u>	<ul style="list-style-type: none"> ▪ In 2013 the Cities of New Brighton, Roseville and St. Anthony Village entered into a petition with Rice Creek Watershed District to address regional stormwater needs ▪ The State of Minnesota often bonds for local government projects that fit a public purpose. ▪ New Brighton is interested in supporting Rice Creek Watershed Districts pursuit of funds in 2024 ▪ The cost for improvements in Jones Lake is estimated to be \$7,000,000.
<u>Recommendation(s):</u>	<ul style="list-style-type: none"> ▪ Adopt the resolution supporting Rice Creek Watersheds request for \$7,000,000 in State Bonding.
<u>Applicable Deadlines:</u>	<ul style="list-style-type: none"> ▪ NA
<u>Legislative History:</u>	<ul style="list-style-type: none"> ▪ July 2002 – two appraisals were received that were authorized by council. <ul style="list-style-type: none"> ○ Jones Lake Property (27.16 acres) (owners: Baptist Seminary) had an appraised market value estimated at \$237,000. ○ Industrial Land with Raspberry Patch and Billboard (10 acres) (owners: Don Leier and Lorraine Carlson) had an appraised market value of \$244,000.

	<ul style="list-style-type: none"> ▪ November 2005 – City staff prepared a letter of interest to the seminary. No formal offer approved by City Council, but offer was to pay \$120,000 to acquire 27.16 acres of land known as Jones Lake property. ▪ July 9, 2013, the City Council approved a petition to the Watershed District for a Basic Water Management Project to address stormwater management and flooding within the Cities of New Brighton, Saint Anthony, Roseville. ▪ Early 2014 Property Listed on MLS for \$179,000, staff negotiated price of \$100,000 but did not purchase, property listed in Capital Improvement Plan since 2016. ▪ June 12, 2018, RCWD Presentation on Phase II of Basic Water Management Project Petition ▪ November 13, 2018, City Council Authorized Staff to Prepare Purchase Agreement for Baptist Seminary Property ▪ January 9, 2024, Resolution to Support Rice Creek Watersheds State Bonding Request for Jones Lake Improvements.
Strategic Priority: <input checked="" type="checkbox"/> Sustainable & Reliable Infrastructure <input type="checkbox"/> Operational Effectiveness <input checked="" type="checkbox"/> Environment & Sustainability <input type="checkbox"/> Diversity, Equity, & Inclusion <input type="checkbox"/> Livable Community <input type="checkbox"/> N/A	
Financial Impact: Is there a financial consideration? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Financing Sources: <input type="checkbox"/> Budgeted <input type="checkbox"/> Budget Modification <input type="checkbox"/> New Revenue <input type="checkbox"/> Use of Reserves <input type="checkbox"/> Other	
<u>Attachments:</u>	<ol style="list-style-type: none"> 1. Resolution 2. Draft Bill Language 3. Project Summary 4. Map



Craig Schlichting, P.E.
 Director of Community Assets and Development

RESOLUTION No. _____
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 _____ ayes and _____ nays.

Kari Niedfeldt-Thomas, Mayor

ATTEST:

Devin Massopust, City Manager

Terri Spangrud, City Clerk

A bill for an act

relating to capital investment; appropriating money for the Rice Creek Watershed District; authorizing the sale and issuance of state bonds.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. RICE CREEK WATERSHED DISTRICT.

Subdivision 1. \$7,000,000 in fiscal year 2024 is appropriated from the general fund to the commissioner of natural resources for a grant to the Rice Creek Watershed District for flood hazard mitigation projects in the I-35W Corridor, for the benefit of the cities of New Brighton, St. Anthony Village, and Roseville. This appropriation is available until the project is completed or abandoned, subject to Minnesota Statutes, section 16A.642.

Subd.2. **Bond sale.** To provide the money appropriated in this section from the bond proceeds fund, the commissioner of management and budget shall sell and issue bonds of the state in an amount up to \$7,000,000 in the manner, upon the terms, and with the effect prescribed by Minnesota Statutes, sections 16A.631 to 16A.675, and by the Minnesota Constitution, article XI, sections 4 to 7.

EFFECTIVE DATE. This section is effective the day following final enactment.



I-35W Corridor Flood Mitigation Project Summary

Overview:

Rice Creek Watershed District (RCWD), in collaboration with New Brighton, Saint Anthony Village, and Roseville, is addressing flooding issues in the racially diverse and economically disadvantaged I-35W Corridor. See the attached map for more details. The Flood Mitigation Project aims to tackle these challenges, with multiple projects planned south of the I-694 interchange.

Projects within the I35 Corridor Project:

In 2019 we developed a comprehensive list of projects that include constructing water storage and treatment basins and conveyance augmentation in the New Brighton area. This is crucial for reducing flood elevation and frequency downstream, mitigating flood impacts to State-owned infrastructure, and addressing safety concerns related to flooding. The most beneficial project at this time is the Jones Lake Project.

Jones Lake Project: The Jones Lake Project, though facing regulatory challenges, has the advantage of the land being already purchased by New Brighton. This project emphasizes improving public water, water quality, flood control, and establishing aquatic habitats.

Key Points:

- **Multiple Purposes:** The projects serve multiple purposes, including water quality improvement, flood control and mitigation, aquatic habitat, and infrastructure resiliency for future conditions.
- **Climate Change Resilience:** Addresses increased susceptibility to flooding in the face of climate change.
- **Environmental Justice:** The Flood Mitigation Project addresses flooding problems in underserved communities and environmental justice areas, prioritizing public safety.
- **Predicted Future Flooding:** The projects are not only a response to known problems but also a proactive measure against predicted future flooding, ensuring the safety of communities.
- **Infrastructure Protection:** Mitigates flood impacts on State-owned roadway infrastructure, (I-35W) along with multiple County and local roads.
- **Existing Partnerships:** RCWD has already partnered with New Brighton, Saint Anthony Village, BWSR, and MPCA, demonstrating a collaborative effort.

Sense of Urgency:

- **Impending Threat:** The I-35W roadway is at risk of flash flooding. The I-35W Corridor, a vital transportation artery, is at risk of overtopping during severe rainfall events, posing a significant threat to public safety and economic continuity resulting from sudden and extended highway closure. RCWD has already contacted MnDOT about safety concerns.

- **Emergency Response Challenges:** Severe flooding could impede emergency response efforts, exacerbating the risks to public safety.
- **Undeniable Risks and Impacts to Residential/Commercial Areas:** Areas prone to flooding include Garden View Apartments, residential and commercial properties, Long Lake surroundings, multiple road intersections, Mirror Lake Townhomes, Silver Lane/Shamrock Drive, and Foss Road.

Call for Support:

- **Supplemental Funding Needed:** RCWD, along with its city partners, has invested time and money, but the projects require supplemental funding for swift completion. The cost is beyond the capacity of RCWD and City partners alone.
- **Partnership Support:** MN Representative Sandra Feist and MN Senator Mary Kunesh's support is crucial in garnering additional support and funds to complete the projects, as both the flooding and the project solutions are located in their districts.
- **Nearing Shovel Ready:** Jones Lake Project and the other projects are within the I-35W Corridor Flood Mitigation Project area, nearing shovel-ready status.

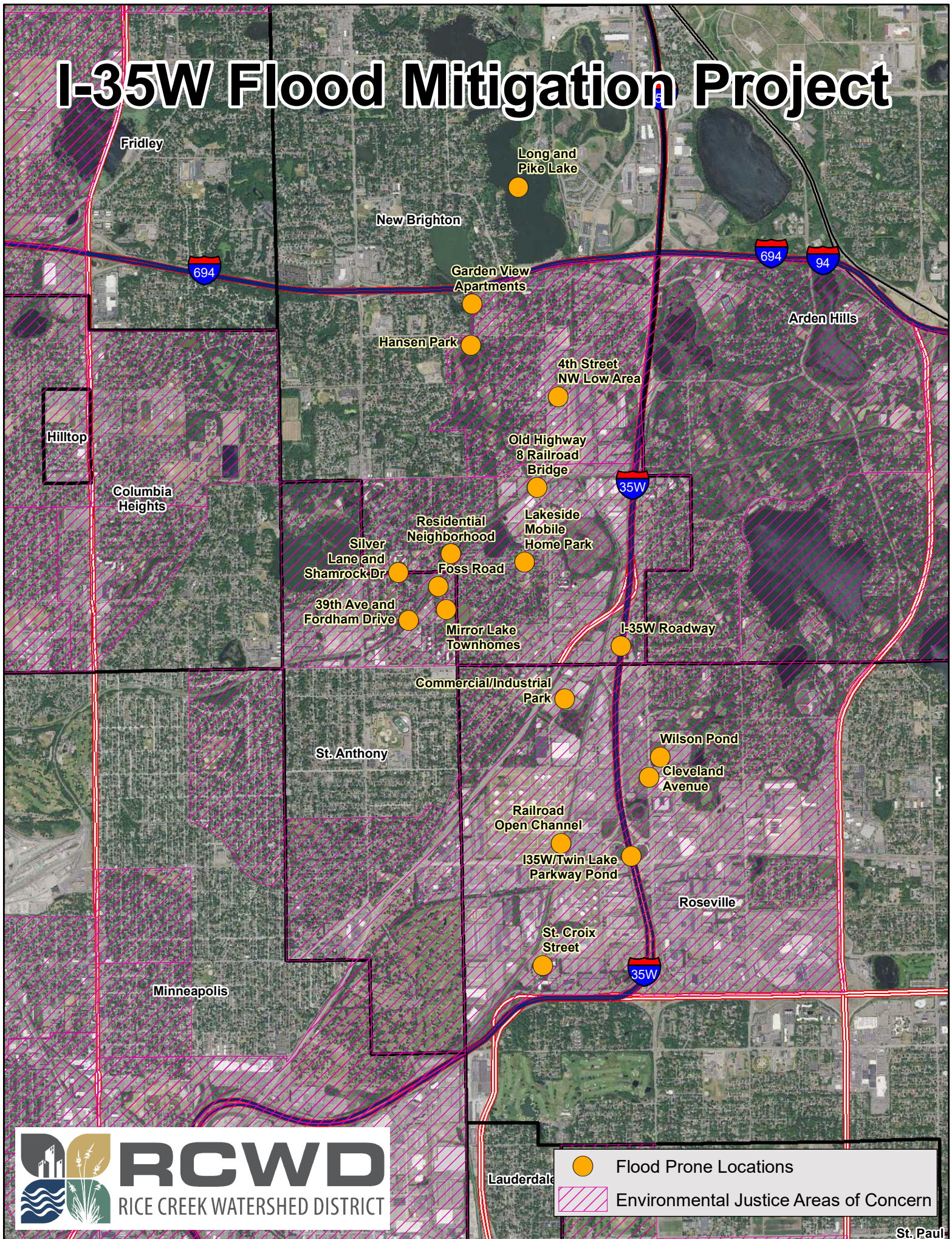
Cost Breakdown:

- Total Cost:
 - Jones Lake Project: Estimated \$7 Million

Conclusion:

The I35 Flood Mitigation Project is a comprehensive solution to a pressing problem, with imminent public safety and economic implications. With your support, we can expedite the process and safeguard our communities from the looming threat of severe flooding.

I-35W Flood Mitigation Project



Agenda Section:	Consent
Item:	11
Report Date:	12/28/2023
Meeting Date:	1/9/2024

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Approve Annual Agreement with Northeast Youth and Family Services (NYFS)	
DEPARTMENT HEAD'S APPROVAL: <u>gma</u>	CITY MANAGER'S APPROVAL: <u>DM</u>

Action Requested: ☐ Public Hearing ☒ Motion ☐ Discussion ☐ Informational
Form of Action: ☐ Resolution ☐ Ordinance ☒ Contract/Agrmnt ☐ N/A ☐ Other
Votes Needed: ☒ 3 votes ☐ 4 votes ☐ 5 votes ☐ N/A

<u>Summary Statement:</u>	<ul style="list-style-type: none"> The City of New Brighton has contracted with NYFS for years to assist in providing mental health and other services to members or our community. The 2024 contribution is \$54,205.27. The City of New Brighton also is a member of the Community Advocate program through NYFS. The 2024 contribution is \$11,723.10.
<u>Recommendation(s):</u>	<ul style="list-style-type: none"> Approve annual, budgeted agreement with NYFS and the Community Advocate professional services agreement.
<u>Applicable Deadlines:</u>	<ul style="list-style-type: none"> None
<u>Legislative History:</u>	<ul style="list-style-type: none"> 2/14/2023: 2023 agreements approved
<u>Strategic Priority:</u>	<input type="checkbox"/> Sustainable & Reliable Infrastructure <input checked="" type="checkbox"/> Operational Effectiveness <input type="checkbox"/> Environment & Sustainability <input type="checkbox"/> Diversity, Equity, & Inclusion <input checked="" type="checkbox"/> Livable Community <input type="checkbox"/> N/A
<u>Financial Impact:</u>	Is there a financial consideration? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: Financing Sources: <input checked="" type="checkbox"/> Budgeted <input type="checkbox"/> Budget Modification <input type="checkbox"/> New Revenue <input type="checkbox"/> Use of Reserves <input type="checkbox"/> Other
<u>Attachments:</u>	<ol style="list-style-type: none"> NYFS Agreement Community Advocate Professional Services Agreement

Jen Lehmann
 Jen Lehmann
 Assistant City Manager & Administrative Services Director

AGREEMENT

1. PARTIES

This agreement is made and entered into by and between the City of New Brighton, Minnesota (“Municipality”) and Northeast Youth and Family Services (“NYFS”).

2. RECITALS

- a. NYFS is a non-profit social service agency whose mission is to meet the unmet developmental needs of at-risk youth and families within their community environment with emphasis on providing services through collaboration and coordination with existing community resources. These services are available to youth and families residing in the northern suburbs of Ramsey and Washington County, including, but not limited to, the municipalities which are signatory to agreements which are identical to this Agreement (“participating municipalities”) and students and families from Independent School Districts 621, 622, 623, 624, 282, and 832.
- b. Through this Agreement the Municipality intends to contract with NYFS to provide such services to its residents and to act as a sponsor of NYFS by providing financial support, a method to establish appropriate services to be provided and policy guidance for its activities.
- c. This Agreement shall be used as the formal agreement between NYFS and each of the participating municipalities. This Agreement is intended to continue the spirit of cooperation and collaboration in the provision of social services between the Municipality and NYFS.

3. TERMS AND CONDITIONS

In consideration of the mutual understandings of this Agreement, the parties hereby agree as follows:

- a. Prior Agreements Cancelled. By execution of this Agreement any prior agreements and amendments thereto between the parties are hereby cancelled.
- b. Services Provided. NYFS shall provide the Municipality and its residents with youth and family programs set forth in the Addendum attached hereto.
- c. Principles of Service and Program Establishment and Operations. On a yearly basis and prior to submission of its annual budget, as provided for hereafter, NYFS shall:

- i. Report regarding proposed changes in services and programs to the Municipality; and
- ii. Establish a fair and open bidding/request for proposal (RFP) process to contract, manage or provide such services and programs, which are not directly provided by NYFS staff.

d. Funding

- i. In addition to the participating municipalities' share of the annual budget, funds for the operation of NYFS will be raised by NYFS endeavoring to secure user fees, grants and appropriations from private organizations, the State of Minnesota, Federal and County agencies, and other legal and appropriate sources.
- ii. The Municipality shall pay annually to NYFS the base amount listed in Exhibit A. This base amount will be adjusted annually for inflation/deflation based on the Standard Metropolitan Statistical Area Consumer Price Index for All Urban Consumers (CPI-U) and municipal population estimates based on MN State Demographic Center. Any adjustment in the payment beyond those indicated by reference to the CPI-U shall require approval of each of the participating municipalities.
- iii. Any new municipality joining into this agreement will pay a base amount annually to NYFS that is on par with the amount paid by current participating municipalities.
- iv. Amounts payable by the Municipality shall be paid to NYFS on or before January 30th of each year, or at a date mutually agreed upon by both parties, to cover the Municipality's share for that year.

e. Board Representation. The Municipality shall have the right to NYFS Board Representation of City Council, staff or community members (as designated by the Municipality and approved by NYFS Board) on the Board of Directors as either a Board Member or Board Advisor.

f. Further Obligations of NYFS. In addition to the obligations set forth elsewhere in this Agreement, this Agreement is further contingent upon NYFS doing the follows:

- i. The Bylaws of NYFS shall be amended to add provisions requiring an open process for contracting services as provided for in paragraph C.2., above, and prohibiting NYFS from supporting or opposing individual candidates for election to public office in any of

the participating municipalities; and adding the requirement that IRS 501.C3 status be maintained.

- ii. On or before June 30, of any year NYFS shall submit the proposed city budgeted amount for the subsequent year.
 - iii. On or before December 31, of any year NYFS shall submit a written report to the Municipality including an Annual Report, the audited financial statement, and a program specific summary of services provided to the municipality; in addition, biannually NYFS shall submit a written report to the participating municipality.
 - iv. Periodically advising the Municipality of services available through NYFS to the Municipality's residents;
 - v. Establishing a sliding scale for services available through NYFS to the Municipality's residents and periodically advising the Municipality of such fees;
 - vi. Providing other reasonable information requested by the Municipality;
 - vii. Purchasing a policy of liability insurance in the amount of at least \$1,500,000.00, naming the Municipality as an additional insured and providing a copy of the insurance certificate evidencing such policy to the Municipality;
 - viii. Upon Request NYFS will provide the Municipality with a copy of its Articles of Incorporation, Bylaws, Amendments thereto, and the IRS tax exempt status letter;
 - ix. NYFS shall defend and indemnify the Municipality from any and all claims or causes of actions brought against the Municipality of any matter arising out of this Agreement or the services provided pursuant to this Agreement; and,
 - x. Without the written approval of the Municipality, NYFS will not enter into any agreement with any other municipality which differs from the terms and conditions of this Agreement.
- g. Term. The term of this agreement will be through December 31, 2024. Unless either party gives at least 6 months written notice of its intent to cancel this Agreement effective December 31 of the year in which the notice is made, NYFS will continue to provide services to the Municipality if a successor agreement has not been executed prior to the end of the term.

h. (A) Distribution of Assets Upon Dissolution.

If NYFS ceases to operate, the Board of Directors will do one of the following:

- i. Give the assets to one or more non-profit agencies providing similar social services in the northern suburbs of Ramsey County; or,
- ii. Form a new Foundation to fund appropriate social service programming in the northern suburbs of Ramsey County.

The final Distribution of Assets Plan must be approved by the Ramsey County District Court.

(B) Deviation from the Mission.

If the City Council determines that NYFS has materially deviated from its mission (See II. Recitals, A.), the City Council may ask the NYFS Board of Directors to consider dissolving the agency and liquidating the assets. The Board will do one of the following:

- iii. Consider the request and by a majority vote deny it.
- iv. Consider the request and by a majority vote agree to modify the programs to be consistent with the mission.
- v. Consider the request and by a majority vote agree with the request and move to dissolve the agency and liquidate the assets.

IN WITNESS WHEREOF, the parties have executed this Agreement on this date set forth below.

MUNICIPALITY

City of New Brighton

By: _____

Elected Official

Its: _____

Clerk/Manager/Administrator

Dated: _____

NYFS

Northeast Youth & Family Services

By: _____

Its: President/CEO

By: _____

Its: Chair of the Board of Directors

Dated: _____

Contracted Services

Mental Health Services:

- *Shoreview and White Bear Lake Mental Health Clinics* – licensed mental health staff provide therapy for the emotional health of children, teens, and adults.
- *School-Based Mental Health* – licensed mental health staff provide onsite therapy in the schools for the emotional health of students within Roseville, Mounds View, Saint Anthony New Brighton and White Bear Lake school districts.
- *Northeast Educational & Therapeutic Services (NETS)* – provides therapy and academic support for youth in grades 6 -12 with severe mental illnesses who cannot function in traditional school environments.
- *Domestic and Sexual Violence Program*– individual and group therapy and legal advocacy services for adults and children who have witnessed or experienced domestic and/or sexual violence.

Community Service Programs:

- *Youth Diversion* – a coordinated range of services for youth who have committed minor offenses (e.g. shoplifting, chemical/alcohol use, vandalism) to help them focus on positive behavior and prevent recidivism.
- *Community Connections* – This seven-week program helps youth develop social and emotional skills while expanding their horizons and helping them deepen their commitment to their own futures through service, post-secondary education exposure, career exploration, and mentorship.

Non-Contracted Services

Community Service Programs:

- *Community Advocate* – This program serves people who have been involved with local law enforcement but have needs that cannot be sufficiently addressed by law enforcement alone. This can include: mental health issues, family instability, medical care and other needs. Addressing these underlying issues reduces the need for law enforcement intervention in the future.



**Northeast Youth & Family Services
Municipal Participation Figures**

	Municipal Contract 2023	Community Advocate 2023	Municipal Contract 2024	Board Approved Increase of 4.9% based on CPI-U	Dollar increase over 2023	Community Advocate 2024	Board Approved Increase of 4.9% based on CPI-U	Dollar increase over 2023
Falcon Heights	\$ 12,246.11		\$ 12,846.17		\$ 600.06			
Little Canada	\$ 23,213.75		\$ 24,351.22		\$ 1,137.47			
Mounds View	\$ 29,789.41	\$ 27,938.75	\$ 31,249.09		\$ 1,459.68	\$ 29,307.75		\$ 1,368.999
New Brighton	\$ 51,673.28	\$ 11,175.50	\$ 54,205.27		\$ 2,531.99	\$ 11,723.10		\$ 547.60
North Oaks	\$ 11,854.97		\$ 12,435.86		\$ 580.89			
Roseville	\$ 81,071.55	\$ 22,351.00	\$ 85,044.05		\$ 3,972.51	\$ 23,446.20		\$ 1,095.20
St. Anthony	\$ 20,265.65	\$ 13,969.38	\$ 21,258.67		\$ 993.02	\$ 14,653.87		\$ 684.50
Shoreview	\$ 59,185.45		\$ 62,085.53		\$ 2,900.09			
Birchwood	\$ 1,957.95		\$ 2,053.89		\$ 95.94			
Hugo *	\$ 16,275.00		\$ 17,072.48		\$ 797.47			
Mahtomedi	\$ 17,970.20		\$ 18,850.74		\$ 880.54			
Vadnais Heights	\$ 29,498.85		\$ 30,944.29		\$ 1,445.44			
City of WBL	\$ 56,901.18	\$ 27,938.75	\$ 59,689.33		\$ 2,788.16	\$ 29,307.75		\$ 1,369.00
WB Tnship	\$ 24,798.43		\$ 26,013.56		\$ 1,215.12			
Lauderdale	\$ 5,075.91		\$ 5,324.63		\$ 248.72			
Arden Hills	\$ 22,215.00		\$ 23,303.54		\$ 1,088.54			
Total	\$ 463,992.69	\$ 103,373.38	\$ 486,728.34		\$ 22,735.65	\$ 108,438.67		\$ 5,065.30

* Hugo splits its support of NYFS with another Community-Based Mental Health agency

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into effective January 1, 2024, by and between the City of New Brighton, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City," and Northeast Youth & Family Services, a Minnesota Nonprofit Corporation located at 3490 Lexington Ave North, Suite 205, Shoreview, MN 55126 ("Provider").

The City and Provider, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

Provider agrees to provide the services described in this Agreement.

Statement of work. Provider will provide community advocacy services to households referred from City law enforcement departments. Services will be provided by the Community Advocate, an employee of the Provider who will work on a fulltime basis independently and collaboratively with the City. The Community Advocate will be supervised by the designee within Northeast Youth & Family Services.

The Community Advocate will provide "follow up" activities to referred households which will include efforts to establish a relationship, assess needs, develop a Goal Action Plan, connect to resources, and follow up on the impact of the Goal Action Plan.

The Community Advocate will maintain regular communication with an identified City "point of contact" regarding new referrals, progress on current referrals and follow up on closed referrals.

The Community Advocate will typically work a traditional Monday through Friday schedule during business hours, with occasional evening hours as contact with referrals necessitate. Generally, the work schedule may be set between the Community Advocate and the supervisor designee at Northeast Youth & Family Services.

Time For Completion.

The services rendered by Provider will commence on January 1, 2024, and will continue for one year, unless this agreement is terminated or renewed in accordance with the relevant provisions within.

Project Management.

Provider will assign specific individuals as principal project members and ensure that the major work and coordination will remain the responsibility of these individuals during the term of the Agreement. Provider is responsible to place an appropriate employee in the role of Community Advocate.

The City will designate a “point of contact” as the project manager for this Agreement, and the individual to whom all communications pertaining to the Agreement shall be addressed. The project manager shall have the authority to transmit instructions, receive information, and interpret and define the City's policy and decisions pertinent to the work covered by this Agreement.

Billings and Payment.

Services provided to the City will be provided as part of a collaborative program at an approved upon cost of \$ 11,723.10 to the City. The City shall have no liability or bear any responsibility for payment for any services provided by Provider outside the scope of this agreement, even if the individual was identified or referred for such services via the services provided for in this agreement.

City Responsibilities.

The City will provide Provider with access to information from City documents, staff, and other sources needed by Provider to complete the work described in this Agreement.

Amendment or Changes to Agreement.

A. City or Provider may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be authorized in writing in advance by either the City or Provider.

B. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement are valid only when reduced to writing and duly signed by the parties.

C. Modifications or additional schedules may not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "this Agreement" includes any future amendments, modifications, and additional schedules made in accordance with these terms.

Notices.

Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement must be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications must be addressed as follows:

To the City
City of New Brighton
Attn: New Brighton Police Department
803 Old Highway 8 NW
New Brighton, MN 55112

To the Provider
Northeast Youth & Family Services
Attn: President & CEO
3490 Lexington Ave North, Suite 205
Shoreview, MN 55126

Survival of Obligations.

A. The respective obligations of the parties under these terms and conditions, which by their nature would continue beyond termination, cancellation, or expiration, will survive termination, cancellation, or expiration of this Agreement.

B. If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision of the Agreement is unlawful, this Agreement or that provision, will terminate. If a provision is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement will continue in effect.

Records, Dissemination of Information.

A. For purposes of this Agreement, the following words and phrases have the meanings given in this section, except where the context clearly indicates that a different meaning is intended.

"Work product" means any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that results from Provider's services under this Agreement. "Work Product" does not include any data or information in any form that relates to the provision of services to an individual by the Provider that are outside the scope of this Agreement, even if the individual was identified or referred for such services via the services provided by the Provider to the City in this Agreement.

"Supporting documentation" means any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other format and other evidences used to generate any and all work performed and work products generated under this Agreement. "Supporting Documentation" does not include any data or information in any form that relates to the provision of services to an individual by the Provider that are outside the scope of this Agreement, even if the individual was identified or referred for such services via the services provided by the Provider to the City in this Agreement.

"Business records" means any books, documents, papers, account records and other evidences, whether written, electronic, or in other forma, belonging to Provider and pertaining to work performed under this Agreement.

"Business records" does not include any data or information in any form that relates to the provision of services to an individual by the Provider that are outside the scope of this Agreement, even if the individual was identified or referred for such services via the services provided by the Provider to the City in this Agreement.

B. All deliverable work products and supporting documentation that directly result from the Provider's services under this Agreement and that are not protected personally-identifiable information will be delivered to the City throughout the engagement under this Agreement and at the conclusion of services.

C. The Provider agrees not to release, transmit, or otherwise disseminate information associated with or generated as a result of the work performed under this Agreement without prior knowledge and written consent of the City.

D. In the event of termination, all documents finished or unfinished, and supporting documentation prepared by the Provider under this Agreement, and that are not protected personally-identifiable information, will be delivered to the City by Provider by the termination date and there will be no further obligation of the City to Provider except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination.

E. The parties agree to maintain all business records in such a manner as will readily conform to the terms of this Agreement and to make such materials available at reasonable times during this Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the City, the Auditor of the State of Minnesota, or other duly authorized representative.

F. The parties agree to abide strictly by Chapter 13, Minnesota Government Data Practice Act, and any other applicable data privacy and security laws and regulations. The requirements of this provision do not apply to any information or data created, collected, received, stored, used, maintained, or disseminated by Provider in providing services to an individual that are outside the scope of this Agreement, even if the individual was identified or referred for such services via the services provided by the Provider to the City in this Agreement.

G. Notwithstanding anything in this Agreement to the contrary, Provider will comply with all state and federal laws applicable to the disclosure of information related to the health status of or provision of health care to individuals served by Provider. In the event of any ambiguity or conflict between any laws regarding disclosure of such information, such ambiguity or conflict shall be resolved in favor of the law or interpretation that is most protective of the privacy and confidentiality of the individual served.

Provider will create, maintain, and secure personally-identifiable health information as appropriate to document interventions or care provided by Provider in Provider's sole discretion.

Personally-identifiable health information may be reported to the City only as authorized by law. Personally-identifiable data may be shared with the subject's consent. Personally-identifiable information may be shared without the subject's consent to prevent or lessen a serious or imminent threat to the health or safety of an individual or the public or if the subject is involved in an emergency interaction and disclosure of information is necessary to protect the health or safety of the referred person or another person. Certain data obtained by the City to respond to an emergency are private data on individuals and will not be used for any other purpose. To the extent possible, private data released to the City to respond to an emergency will be marked and designated as private data by the releasing party or person.

The parties will document releases of information as required by law, including the date and circumstances under which the release was made, the person or agency to whom the release was made, and the information released.

Human Rights/Affirmative Action/Economic Opportunity.

Provider agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to the same.

Compliance With Applicable Law.

The parties agree to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations and standards established by any agency of such governmental units, insofar as they relate to the performance of the provisions of this Agreement. Each party is responsible to obtain all permits or licenses required for the performance of services under this Agreement as applicable to the actions of the respective party.

Conflict of Interest.

Provider's acceptance of this agreement indicates compliance with City code. As such, except as permitted by law, no City official or employee shall be a party to or have a direct financial interest in any sale, lease, or contract with the City. The Provider also affirms that to the best of the Provider's knowledge, their involvement in this contract does not result in a conflict of interest with any part or entity which may be affected by the terms of this contract. The Provider agrees that should any conflict or potential conflict of interest become known to the Provider, Provider will immediately notify the City of the situation so that a determination can be made about Provider's ability to continue performing services under this contract.

Responsibility for Acts and Omissions.

Each party agrees that it will be responsible for its own acts and omissions and the acts and omissions of its employees, elected officials, and agents as they relate to this Agreement and for any liability resulting therefrom, to the extent authorized by law, and will not be responsible for the acts and omissions of the other party or their employees, elected officials, and agents, or for any liability resulting therefrom. The City's liability is governed and limited by the Municipal Tort Claims Act, Minnesota Statutes chapter 466, and other applicable law.

Each party warrants that it is able to comply with the obligations of this Agreement through commercial insurance or a self-funding program.

All insurance policies or self-insurance certificates are open to inspection by the other party and copies of the policies or certificates of self-insurance shall be submitted to a party upon written request.

Assignment.

The City and Provider each binds itself and its successors, legal representatives, and assigns of such other party, with respect to all covenants of this Agreement; and neither the City nor the Provider will assign or transfer their interest in this Agreement without the written consent of the other.

Termination.

This Agreement will continue in full force and effect until completion of the project unless either party terminates the Agreement. Either party may terminate this Agreement, without or without cause, by providing 60 days written notice to the other party.

In the event of termination, the Provider will deliver all work products and supporting documentation developed up to the time of termination.

Renewal.

This Agreement may be renewed or extended by the written agreement of the parties.

Alterations.

Any alteration, variation, modification or waiver of the provisions of the specifications that may have occurred during the bidding process or amendments to this Agreement are valid only when reduced to writing.

Interpretation of Agreement, Venue.

This Agreement will be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this agreement must be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

Independent Provider.

It is agreed by the parties, that at all times and for all purposes, within the scope of the Agreement resulting from this solicitation, the relationship of the Provider to the City is that of independent Provider and not that of employee. No statement contained in this Agreement may be construed so as to find the Provider an employee of the City.

Cooperative agreement, independent authority

The parties are entering into this Agreement for the purposes of providing collaborative services to individuals experiencing crisis who are the subject of a police call for service. Each party agrees that its employees who act under this Agreement are granted independent authority to provide services within the employee's scope of practice, as regulated and governed by the respective employing party.

The parties agree that their respective employees will act collaboratively but exercise independent judgment, discretion, and acts within each respective employee's area of responsibility or authority, this includes independent assessment and exercise of authority under Minnesota Statutes chapters 148E, 2538, 626, 629 and any other statutory or other applicable authority. The parties agree and stipulate that none of its employees or agents has the authority to require the employees or agents of the other party to exercise any independent authority reserved by law.

Waiver.

The waiver by either party of any breach under the terms of this Agreement or any rights or remedies arising under the terms of this Agreement will not constitute a waiver of the party's right to any rights and/or remedies with respect to any subsequent breach or default of the terms of the Agreement.

Subcontracting.

Provider agrees not to enter into any subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the City.

Insurance.

Provider is required to carry insurance of the kind and in the amounts shown below for the life of the Agreement. Certificates for General Liability Insurance should state that the City of White Bear Lake, its officials, employees, agents and representatives are Additional Insureds.

1. General or Business Liability Insurance
\$1,500,000 per occurrence
\$2,000,000 aggregate per project
\$2,000,000 products/completed operations total limit
\$1,500,000 personal injury and advertising

Policy must include an "all services, products, or completed operations" endorsement when appropriate.

2. Worker's Compensation and Employer's Liability. Provider must maintain appropriate Worker's Compensation coverage as required by Minnesota law.
3. Professional Liability Insurance is required when a contract is for service for which professional liability insurance is available for purchase.
 - a. \$1,000,000 per occurrence
 - b. \$2,000,000 aggregate

4. General Insurance Requirements

- a. All policies must be written on an occurrence basis or as acceptable to the City. Certificates of insurance must indicate if the policy is issued on a claims-made or occurrence basis. Agent must state on the certificate if company carries errors and omissions coverage.
- b. The Provider may not commence any work until Certificates of Insurance covering all of the insurance required for this project is approved and the Project manager has issued a notice to proceed. Insurance must remain in place for the duration of the original contract and any extension periods.
- c. The City reserves the right to review Provider's insurance policies at any time to verify that City requirements have been met.
- d. Satisfaction of policy limits required above for General Liability Insurance, may be met with the purchase of an umbrella or excess policy.

Any excess or umbrella policy will be written on an occurrence basis, and if such policy is not written by the same insurance carrier, the proof of underlying policies shall be provided with any certificate of insurance.

Force Majeure.

Neither the City nor the Provider may be held responsible for performance if its performance is prevented by acts or events beyond the party's reasonable control, including, but not limited to: severe weather and storms, earthquake or other natural occurrences, demonstrations, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of legislative, judicial, executive.

Entire Agreement.

It is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters of the Agreement.

NORTHEAST YOUTH & FAMILY SERVICES

By _____

Title_____

Date _____

CITY OF NEW BRIGHTON

By: _____

Title_____

Date _____

By: _____

Title_____

Date _____

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consideration of Authorizing Electrical Repairs with Master Electric

DEPARTMENT HEAD'S APPROVAL: CGS

CITY MANAGER'S APPROVAL: DM

Action Requested: ☐ Public Hearing ☒ Motion ☐ Discussion ☐ Informational

Form of Action: ☐ Resolution ☐ Ordinance ☒ Contract/Agrmnt ☐ N/A ☐ Other

Votes Needed: ☒ 3 votes ☐ 4 votes ☐ 5 votes ☐ N/A

Summary Statement:

- Annually the public works department engages Master Electric to conduct thermal imaging on electrical gear in the wells, water treatment plants, and sanitary sewer lift stations.
- Once the thermal imaging is complete, we receive a report from Master Electric with recommendations for repairs.
- These repairs are preventative with the hope that we will avoid any serious failures in the future.

Recommendation(s):

- Approve the Director of Community Assets and Development to enter into an agreement with Master Electric to complete the electrical repairs.

Applicable Deadlines:

- None

Legislative History:

- None

Strategic Priority: ☒ Sustainable & Reliable Infrastructure ☒ Operational Effectiveness

☐ Environment & Sustainability ☐ Diversity, Equity, & Inclusion

☐ Livable Community ☐ N/A

Financial Impact: Is there a financial consideration? ☐ No ☒ Yes: \$23,390.00

Financing Sources: ☒ Budgeted ☐ Budget Modification

☐ New Revenue ☐ Use of Reserves ☐ Other

<u>Attachments:</u>	<ol style="list-style-type: none">1. Master Electric Quote - Sanitary Sewer Lift Station #82. Master Electric Quote – Water Treatment Plant #13. Master Electric Quote – Well #54. Master Electric Quote – Well #115. Master Electric Quote – Well #126. Master Electric Quote – Well #15
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Craig Schlichting, P.E.

Director of Community Assets and Development

December 1, 2023

City of New Brighton
700 5th Street NW
New Brighton, MN 55112

ATTN: Jesse Hartman
RE: TESTT Repairs – San LS #8
Quote: 84-2023-0193

We propose the following Budget(s) to furnish all labor, material, tools, equipment, supervision, permits, and sales tax (if applicable) for the above referenced project. This is in accordance with the following design narrative:

City of New Brighton – TESTT Repairs (San LS #8):

Asset #46930

Problem V1:

- Rodent Intrusion. Old control box has many holes that allow rodents and other objects to access the enclosure.

Repair Recommendation:

- (2) Furnish and install properly sized knockout seals/plugs to seal holes from rodent intrusion
- Verify the repair and document as completed

Asset #46930 Total: \$350.00

Asset #46924

Problem V2:

- Damaged Equipment: Utility wires' insulation has worn off and the wires are routed through a tree

Repair Recommendation:

- Have utility company cut the tree down and request that they replace the worn wire

Note:

- Repairs assumed to be completed by others/utility company

Asset #46924: No Work

Total Price – San LS #8 (All Repairs): \$350.00



For Those Who Choose Quality

t.e.s.t.t.

Technical Electrical Services Testing & Training

We **have** included the following items in our Proposal:

- Normal working hours (Monday-Friday, 6:00am- 4:00pm)

We **have not** included the following items in our Proposal:

- Premium (overtime) labor costs
- Electrical Permits are Not Included (Maintenance Work)
- Clean up or rubbish removal, other than to haul our own identifiable scrap to one central location for removal by others
- Any Utility Company Charges
- Any service wiring, work on existing panel(s), or sub panel(s), unless stated above
- Pricing does not include any new conductors. We assume all equipment can be replaced one for one without cutting any of the conductors and/or extending any conductors

Authorization to Proceed

By signing this Authorization to Proceed, the Customer (City of New Brighton), agrees to the above scope of work and pricing and authorizes Master Electric, Inc. to proceed with the project as proposed.

Customer Signature

Date: _____

Purchase Order Number

These estimates are good for 30 Days. Master Electric reserves the right to adjust pricing as per any changes to our proposed design.

Thank you for the opportunity to present this proposal,



Justin Stier | Project Manager | [Master Electric Co.](#)
C: (952) 393-9969 | 8555 123rd Street W. | Savage, MN 55378
✉ justin.stier@masterelectric.com | ★ www.masterelectric.com



For Those Who Choose Quality

t.e.s.t.t.

Technical Electrical Services Testing & Training

December 1, 2023

City of New Brighton
700 5th Street NW
New Brighton, MN 55112

ATTN: Jesse Hartman
RE: TESTT Repairs – WTP #1
Quote: 84-2023-0194

We propose the following Budget(s) to furnish all labor, material, tools, equipment, supervision, permits, and sales tax (if applicable) for the above referenced project. This is in accordance with the following design narrative:

City of New Brighton – TESTT Repairs (WTP #1):

Asset #57766

Problem V1:

- Failed Equipment: Cooling fan is not functioning

Repair Recommendation:

- Schedule time to de-energize unit
- (1) Furnish and install new Pfannenberg fan: Part # 11666154055
- Re-energize unit and verify fan is working properly
- Verify the repair and document as completed

Note:

- VFD will be de-energized for duration of repair

Asset #57766 Total: \$1,145.00

Total Price – WTP #1 (All Repairs): \$1,145.00



For Those Who Choose Quality

t.e.s.t.t.

Technical Electrical Services Testing & Training

We **have** included the following items in our Proposal:

- Normal working hours (Monday-Friday, 6:00am- 4:00pm)

We **have not** included the following items in our Proposal:

- Premium (overtime) labor costs
- Electrical Permits are Not Included (Maintenance Work)
- Clean up or rubbish removal, other than to haul our own identifiable scrap to one central location for removal by others
- Any Utility Company Charges
- Any service wiring, work on existing panel(s), or sub panel(s), unless stated above
- Pricing does not include any new conductors. We assume all equipment can be replaced one for one without cutting any of the conductors and/or extending any conductors

Authorization to Proceed

By signing this Authorization to Proceed, the Customer (City of New Brighton), agrees to the above scope of work and pricing and authorizes Master Electric, Inc. to proceed with the project as proposed.

Customer Signature

Date: _____

Purchase Order Number

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Thank you for the opportunity to present this proposal,



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✉ justin.stier@masterelectric.com | ★ www.masterelectric.com

December 1, 2023

City of New Brighton
700 5th Street NW
New Brighton, MN 55112

ATTN: Jesse Hartman

RE: TESTT Repairs – Well #5

Quote: 84-2023-0195

We propose the following Budget(s) to furnish all labor, material, tools, equipment, supervision, permits, and sales tax (if applicable) for the above referenced project. This is in accordance with the following design narrative:

City of New Brighton – TESTT Repairs (Well #5):

Asset #57814

Problem V1:

- Code Grounding: Metal enclosures are not properly ground to ensure electrical continuity (NEC 250.86)

Repair Recommendation:

- Schedule time to de-energize circuit
- Properly ground the equipment within enclosure. Install ground screw/lug or approved equivalent grounding means.
- Verify the repair and document as completed

Note:

- Circuit will be temporarily de-energized for duration of repair

Asset #57814 Total: \$375.00

Asset #57815

Problem V2:

- Code Overcurrent: Fuses are not properly matched in size and/or type (NEC 110.3 (b))

Repair Recommendation:

- Schedule time to de-energize circuit
- (3) Furnish and install properly sized fuses: (3) TRS30R fuses or equal
- Re-energize circuit and test voltages
- Verify the repair and document as completed

Note:

- Circuit will be temporarily de-energized for duration of repair

Asset #57815 Total: \$495.00

Asset #57816

Problem V3:

- Code Overcurrent: Fuses are not properly matched in size and/or type (NEC 110.3 (b))

Repair Recommendation:

- Schedule time to de-energize circuit
- (3) Furnish and install properly sized fuses: (3) TRS15R fuses or equal
- Re-energize circuit and test voltages
- Verify the repair and document as completed

Note:

- Circuit will be temporarily de-energized for duration of repair

Asset #57816 Total: \$495.00

Asset #57817

Problem V4:

- Code Grounding: Metal enclosures are not properly ground to ensure electrical continuity (NEC 250.86)

Repair Recommendation:

- Schedule time to de-energize circuit
- Properly ground the equipment within enclosure. Install ground screw/lug or approved equivalent grounding means.
- Verify the repair and document as completed

Note:

- Circuit will be temporarily de-energized for duration of repair

Asset #57817 Total: \$375.00

Total Price – Well #5 (All Repairs): \$1,740.00



For Those Who Choose Quality

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Technical Electrical Services Testing & Training

We **have** included the following items in our Proposal:

- Normal working hours (Monday-Friday, 6:00am- 4:00pm)

We **have not** included the following items in our Proposal:

- Premium (overtime) labor costs
- Electrical Permits are Not Included (Maintenance Work)
- Clean up or rubbish removal, other than to haul our own identifiable scrap to one central location for removal by others
- Any Utility Company Charges
- Any service wiring, work on existing panel(s), or sub panel(s), unless stated above
- Pricing does not include any new conductors. We assume all equipment can be replaced one for one without cutting any of the conductors and/or extending any conductors

Authorization to Proceed

By signing this Authorization to Proceed, the Customer (City of New Brighton), agrees to the above scope of work and pricing and authorizes Master Electric, Inc. to proceed with the project as proposed.

Customer Signature

Date: _____

Purchase Order Number

These estimates are good for 30 Days. Master Electric reserves the right to adjust pricing as per any changes to our proposed design.

Thank you for the opportunity to present this proposal,



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December 1, 2023

City of New Brighton
700 5th Street NW
New Brighton, MN 55112

ATTN: Jesse Hartman

RE: TESTT Repairs – Well #11

Quote: 84-2023-0196

We propose the following Budget(s) to furnish all labor, material, tools, equipment, supervision, permits, and sales tax (if applicable) for the above referenced project. This is in accordance with the following design narrative:

City of New Brighton – TESTT Repairs (Well #11):

Asset #65677

Problem E1:

- A-Phase breaker contact is displaying abnormal thermal pattern compared to B-Phase contact and elevated contact resistance is confirmed by millivolt measurements

Repair Recommendation:

- Schedule time to de-energize circuit
- (1) Furnish and install replacement molded circuit breaker: Square D LAL400
- Re-energize circuit and test voltages
- Verify the repair and document as completed

Note:

- Circuit will be temporarily de-energized for duration of repair

Asset #65677 Total (E1): \$6,265.00

Asset #65677

Problem E2:

- B-Phase fuse, line side, is hotter compared to C-Phase under similar loads and comparative millivolt measurements confirm an elevated resistance on the fuse element

Repair Recommendation:

- Schedule time to de-energize circuit
- Remove existing fuse and reinstall existing fuse properly
- Re-energize circuit and test voltages
- Rescan with IR camera to verify repair
- Verify the repair and document as completed

Note:

- Circuit will be temporarily de-energized for duration of repair
- Pricing does not include a new switch or new fuses. If it is found to have additional damage, repairs will be completed on T&M basis and/or requested

Asset #65677 Total (E2): \$320.00

Asset #65657

Problem E3:

- B-Phase connection for power factor correction is showing an elevated temperature which is identified by a high mV drop.

Repair Recommendation:

- Schedule time to de-energize circuit
- (3) Furnish, install, & replace yellow terminal ends and re-terminate all 3-Phases for the capacitor
- Re-energize circuit and test voltages
- Verify the repair and document as completed

Note:

- Circuit will be temporarily de-energized for duration of repair

Asset #65657 Total (E3): \$445.00

Asset #65657

Problem V1:

- Failed Component: Indicator lamp is not functional

Repair Recommendation:

- Schedule time to de-energize circuit
- (1) Furnish and install replacement 120V indicator lamp
- Re-energize circuit and test indicator lamp
- Verify the repair and document as completed

Note:

- Circuit will be temporarily de-energized for duration of repair

Asset #65657 Total (V1): \$355.00

Asset #65667

Problem V2:

- Failed Component: Indicator lamp is not functional

Repair Recommendation:

- Schedule time to de-energize circuit
- (1) Furnish and install replacement 120V indicator lamp



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Technical Electrical Services Testing & Training

- Re-energize circuit and test indicator lamp
- Verify the repair and document as completed

Note:

- Circuit will be temporarily de-energized for duration of repair

Asset #65667 Total (V2): \$355.00

Total Price – Well #11 (All Repairs): \$7,740.00

We **have** included the following items in our Proposal:

- Normal working hours (Monday-Friday, 6:00am- 4:00pm)

We **have not** included the following items in our Proposal:

- Premium (overtime) labor costs
- Electrical Permits are Not Included (Maintenance Work)
- Clean up or rubbish removal, other than to haul our own identifiable scrap to one central location for removal by others
- Any Utility Company Charges
- Any service wiring, work on existing panel(s), or sub panel(s), unless stated above
- Pricing does not include any new conductors. We assume all equipment can be replaced one for one without cutting any of the conductors and/or extending any conductors
- Temporary Power

Authorization to Proceed

By signing this Authorization to Proceed, the Customer (City of New Brighton), agrees to the above scope of work and pricing and authorizes Master Electric, Inc. to proceed with the project as proposed.

_____ Date: _____
Customer Signature

Purchase Order Number

These estimates are good for 30 Days. Master Electric reserves the right to adjust pricing as per any changes to our proposed design.

Thank you for the opportunity to present this proposal,



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✉ justin.stier@masterelectric.com | ⚡ www.masterelectric.com

December 1, 2023

City of New Brighton
700 5th Street NW
New Brighton, MN 55112

ATTN: Jesse Hartman

RE: TESTT Repairs – Well #12

Quote: 84-2023-0197

We propose the following Budget(s) to furnish all labor, material, tools, equipment, supervision, permits, and sales tax (if applicable) for the above referenced project. This is in accordance with the following design narrative:

City of New Brighton – TESTT Repairs (Well #12):

Asset #57860

Problem V1:

- Damaged Equipment: Equipment is very rusted, and corrosion is present in the equipment and cannot be safely removed.

Repair Recommendation:

- Schedule time to de-energize panel
- Replace panelboard and circuit breakers one for one
- Re-energize new panelboard and test voltages
- Verify the repair and document as completed

Note:

- All circuits fed from panelboard will be temporarily de-energized for duration of repair
- ***Pricing included is budgetary – Additional site visit would be required prior to ordering parts to verify circuit breakers and loads***

BUDGET – Asset #57860 Total: \$4,500.00

Asset #57848

Problem V2:

- Code Requirements: Depth in the working space does not allow door to open at least a full 90-degrees (NEC 110.26 (A))

Repair Recommendation:

- Relocate door hydraulic jam so that it will allow the electrical cabinet door to open

Note:

- Repairs assumed to be completed by others

Asset # 57848: No Work

Asset #57853

Problem V3:

- Code Overcurrent: Fuses are not properly matched in size and/or type (NEC 110.3 (b))

Repair Recommendation:

- Schedule time to de-energize circuit
- (3) Furnish and install properly sized fuses: (3) FLSR 300 ID
- Re-energize circuit and test voltages
- Verify the repair and document as completed

Note:

- Circuit will be temporarily de-energized for duration of repair

Asset #57853 Total: \$1,100.00

Asset #57849

Problem V4:

- Code Requirements: Unused opening in Electrical Equipment (110.12 (A))

Repair Recommendation:

- Order, supply & install custom made plate to cover enclosure opening
- Verify the repair and document as completed

Asset #57849 Total: \$475.00

Total Price – Well #12 (All Repairs): \$6,075.00

We **have** included the following items in our Proposal:

- Normal working hours (Monday-Friday, 6:00am- 4:00pm)

We **have not** included the following items in our Proposal:

- Premium (overtime) labor costs
- Electrical Permits are Not Included (Maintenance Work)
- Clean up or rubbish removal, other than to haul our own identifiable scrap to one central location for removal by others
- Any Utility Company Charges
- Any service wiring, work on existing panel(s), or sub panel(s), unless stated above
- Pricing does not include any new conductors. We assume all equipment can be replaced one for one without cutting any of the conductors and/or extending any conductors
- Temporary Power

Authorization to Proceed

By signing this Authorization to Proceed, the Customer (City of New Brighton), agrees to the above scope of work and pricing and authorizes Master Electric, Inc. to proceed with the project as proposed.

_____ Date: _____
Customer Signature

Purchase Order Number

These estimates are good for 30 Days. Master Electric reserves the right to adjust pricing as per any changes to our proposed design.

Thank you for the opportunity to present this proposal,



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For Those Who Choose Quality

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Technical Electrical Services Testing & Training

December 1, 2023

City of New Brighton
700 5th Street NW
New Brighton, MN 55112

ATTN: Jesse Hartman

RE: TESTT Repairs – Well #15

Quote: 84-2023-0198

We propose the following Budget(s) to furnish all labor, material, tools, equipment, supervision, permits, and sales tax (if applicable) for the above referenced project. This is in accordance with the following design narrative:

City of New Brighton – TESTT Repairs (Well #15):

Asset #57843

Problem E1:

- B-Phase breaker contact labeled VFD breaker is displaying abnormal thermal pattern compared to A & C-Phase contacts and elevated contact resistance is confirmed by millivolt measurements

Repair Recommendation:

- Schedule time to de-energize panel
- (1) Furnish and install replacement breaker: Cutler Hammer HKD3400F
- Re-energize circuit & test voltage
- Verify the repair and document as completed

Note:

- Circuit will be temporarily de-energized for duration of repair

Asset #57843 Total (E1): \$5,885.00

Asset #57843

Problem E2:

- C-Phase Line Side Termination to the Bucket labeled VFD Breaker is displaying an abnormal thermal pattern compared to B-Phase termination and millivolt measurement confirmed an elevated resistance.

Repair Recommendation:

- Schedule time to de-energized circuit
- Remove bucket, inspect connections, and reseal the line side of the breaker to the bus of the section.
- Re-energize circuit and test voltage
- Verify the repair and document as completed

Note:

- Circuit will be temporarily de-energized for duration of repair
- Pricing does not include replacement conductors. If additional repairs are required beyond the repair recommendation, they will be completed on T&M basis.

Asset #57843 Total (E2): \$455.00

Total Price – Well #15 (All Repairs): \$6,340.00

We **have** included the following items in our Proposal:

- Normal working hours (Monday-Friday, 6:00am- 4:00pm)

We **have not** included the following items in our Proposal:

- Premium (overtime) labor costs
- Electrical Permits are Not Included (Maintenance Work)
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- Pricing does not include any new conductors. We assume all equipment can be replaced one for one without cutting any of the conductors and/or extending any conductors
- Temporary Power

Authorization to Proceed

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_____ Date: _____
Customer Signature

Purchase Order Number

These estimates are good for 30 Days. Master Electric reserves the right to adjust pricing as per any changes to our proposed design.

Thank you for the opportunity to present this proposal,



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✉ justin.stier@masterelectric.com | ⚡ www.masterelectric.com

Agenda Section:	VI
Item:	13
Report Date:	1/3/2023
Meeting Date:	1/09/2024

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Purchase of Fire Hydrants and Gate Valves for City Project 24-1, 2024 Street Rehabilitation	
DEPARTMENT HEAD'S APPROVAL: <u>C6S</u>	CITY MANAGER'S APPROVAL: <u>DM</u>

Action Requested: ☐ Public Hearing ☒ Motion ☐ Discussion ☐ Informational
Form of Action: ☐ Resolution ☐ Ordinance ☐ Contract/Agrmnt ☐ N/A ☒ Other
Votes Needed: ☒ 3 votes ☐ 4 votes ☐ 5 votes ☐ N/A

<u>Summary Statement:</u>	<ul style="list-style-type: none"> Staff is currently in the process of preparing the Feasibility Study for proposed project 24-1, 2024 Street Rehabilitation. Similar to recent years, staff and suppliers are anticipating extended lead times for materials that will be needed for the project. To avoid potential project delays, staff recommends ordering the fire hydrants and gate valves now. If the City Council does not order the project following receipt of the feasibility study, these hydrants and gate valves could remain at the public works maintenance facility until needed on future improvement projects. By pre-ordering these materials, the city will also avoid sales tax and additional contractor mark-ups. Two quotes for the 18 fire hydrants and 56 gate valves from local suppliers were received and are listed below. <table> <tr> <td>Core & Main</td><td>\$158,253.00</td></tr> <tr> <td>Ferguson Waterworks</td><td>\$164,554.39</td></tr> </table>	Core & Main	\$158,253.00	Ferguson Waterworks	\$164,554.39
Core & Main	\$158,253.00				
Ferguson Waterworks	\$164,554.39				
<u>Recommendation(s):</u>	<ul style="list-style-type: none"> To approve the purchase of 18 fire hydrants and 56 gate valves from Core & Main for installation with City Project 24-1, 2024 Street Rehabilitation. The low quote from Core & Main included an option for stainless steel components as an add-on (\$90 / gate valve). Staff recommends purchasing the gate valves with this feature which 				

	will provide greater life expectancy and improved operation over the life of the gate valves. With the inclusion of the add-on, the total quote from Core & Main remains lower than the quote received from Ferguson Waterworks.
<u>Applicable Deadlines:</u>	▪ NA
<u>Legislative History:</u>	▪ November 14, 2023 – The City Council adopted a resolution ordering staff to prepare a Feasibility Study for City Project 24-1, 2024 Street Rehabilitation
<u>Strategic Priority:</u> <input checked="" type="checkbox"/> Sustainable & Reliable Infrastructure <input checked="" type="checkbox"/> Operational Effectiveness <input type="checkbox"/> Environment & Sustainability <input type="checkbox"/> Diversity, Equity, & Inclusion <input type="checkbox"/> Livable Community <input type="checkbox"/> N/A	
<u>Financial Impact:</u> Is there a financial consideration? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes \$163,293.00 Financing Sources: <input checked="" type="checkbox"/> Budgeted <input type="checkbox"/> Budget Modification <input type="checkbox"/> New Revenue <input type="checkbox"/> Use of Reserves <input type="checkbox"/> Other	
<u>Attachments:</u>	1. Core & Main Quote 2. Ferguson Waterworks Quote



Craig Schlichting, P.E.

Director of Community Assets and Development



Bid Proposal for Hydrants & Valves 2024

NEW BRIGHTON CITY OF
Job Location: New Brighton, MN
Bid Date: 01/09/2024
Core & Main 3278063

Core & Main
637 Commerce Dr
Hudson, WI 54016
Phone: 7153866010
Fax: 7153813123

Seq#	Qty	Description	Units	Price	Ext Price
20	3	7'0" NEW BRIGHTON SPEC HYDT	EA	3,950.00	11,850.00
30	9	7'6" NEW BRIGHTON SPEC HYDT	EA	4,000.00	36,000.00
40	2	8'0" NEW BRIGHTON SPEC HYDT	EA	4,000.00	8,000.00
50	2	8'6" NEW BRIGHTON SPEC HYDT	EA	4,070.00	8,140.00
60	2	9'0" NEW BRIGHTON SPEC HYDT	EA	4,200.00	8,400.00
70	18	5' HYDRAFINDER FLAG	EA	21.00	378.00
80	18	6" MJ DI RESTRAINT	EA	34.00	612.00
90	18	6" MJ GASKET	EA	6.00	108.00
100	108	3/4" X 3-1/2" SS MJ BOLT & NUT	EA	4.00	432.00
SUBTOTAL (Avg. Based On 18EA)					73,920.00
Average price per					EA 4,106.67
120	19	6" GATE VALVE W/ALPHA JOINTS	EA	1,225.00	23,275.00
130	37	6" MJ GATE VALVE	EA	1,050.00	38,850.00
140	56	"G" VALVE BOX	EA	225.00	12,600.00
200	56	6" GATE VALVE ADAPTER	EA	87.00	4,872.00
210	74	6" MJ DI RESTRAINT	EA	34.00	2,516.00
220	74	6" MJ GASKET	EA	6.00	444.00
230	444	3/4" X 3-1/2" SS MJ BOLT & NUT	EA	4.00	1,776.00
SUBTOTAL (Avg. Based On 56EA)					84,333.00
Average price per					EA 1,505.95
250		BRONNZE OP NUT ADDER \$100			
260		STAINLESS OP NUT ADDER \$90			
Sub Total					158,253.00
Tax					0.00
Total					158,253.00

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



FERGUSON WATERWORKS #2518
1694 91ST AVE NE
BLAINE, MN 55449-4311

Phone: 763-560-5200
Fax: 763-560-1799

Deliver To:
From: Blake Swenson
Comments:

16:47:18 DEC 21 2023

Page 1 of 1

FERGUSON WATERWORKS #2518

Price Quotation

Phone: 763-560-5200

Fax: 763-560-1799

Bid No: B161537
Bid Date: 12/21/23
Quoted By: BAS

Cust Phone: 651-638-2110
Terms: NET 10TH PROX

Customer: CITY OF NEW BRIGHTON
700 5TH ST NW
NEW BRIGHTON, MN 55112

Ship To: CITY OF NEW BRIGHTON
700 5TH ST NW
NEW BRIGHTON, MN 55112

Cust PO#:

Job Name: HYDRANTS

Item	Description	Quantity	Net Price	UM	Total
SP-C41507QEL4TA019	5-1/4 MDLLN HYD 7'0 OL NEW BRIGHTON	3	4140.690	EA	12422.07
SP-C4157DQEL4TA019	5-1/4 MDLLN HYD 7'6 OL NEW BRIGHTON	9	4223.160	EA	38008.44
C41508QEL4TA0019	5-1/4 MDLLN HYD 8'0 OL NEW BRIGHTON	2	4305.630	EA	8611.26
SP-4158DEQEL4TA019	5-1/4 MDLLN HYD 8'6 OL NEW BRIGHTON	2	4355.760	EA	8711.52
SP-C41509QEL4TA019	5-1/4 MDLLN HYD 9'0 OL NEW BRIGHTON	2	4438.230	EA	8876.46
	PRICE INCLUDES HYDRANT FLAGS, RESTRAINTS, GASKETS AND BOLTS				

Net Total: \$76629.75
Tax: \$0.00
Freight: \$0.00
Total: \$76629.75

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2518&on=24709>



FERGUSON WATERWORKS #2518
1694 91ST AVE NE
BLAINE, MN 55449-4311

Phone: 763-560-5200
Fax: 763-560-1799

Deliver To:
From: Michael P Fries
Comments:

13:10:56 DEC 28 2023

Page 1 of 1

FERGUSON WATERWORKS #2518

Price Quotation

Phone: 763-560-5200

Fax: 763-560-1799

Bid No: B161528
Bid Date: 12/21/23
Quoted By: BAS

Cust Phone: 651-638-2110
Terms: NET 10TH PROX

Customer: CITY OF NEW BRIGHTON
700 5TH ST NW
NEW BRIGHTON, MN 55112

Ship To: CITY OF NEW BRIGHTON
700 5TH ST NW
NEW BRIGHTON, MN 55112

Cust PO#:

Job Name: GATE VLVS

Item	Description	Quantity	Net Price	UM	Total
AFC2506ALSTDOL	6 DI RW OL GATE VLV STD ALPHA PRICE INCLUDES VALVE BOX AND ADAPTER	19	1637.000	EA	31103.00
AFC2506MMLAOL	6 DI MJ RW OL GATE VLV L/A PRICE INCLUDES RESTRAINTS GASKET, BOLTS, VALVE BOX, AND ADAPTERS	37	1535.720	EA	56821.64
Net Total:					\$87924.64
Tax:					\$0.00
Freight:					\$0.00
Total:					\$87924.64

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



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Agenda Section:	Consent
Item:	14
Report Date:	12/13/2023
Meeting Date:	01/09/2024

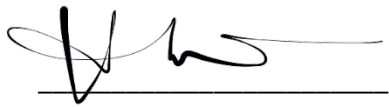
REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Resolution Acknowledging and Accepting Just Deeds Yard Sign Donations Received in 2023	
DEPARTMENT HEAD’S APPROVAL: <u>gma</u>	CITY MANAGER’S APPROVAL: <u>DM</u>

Action Requested: <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Informational Form of Action: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Contract/Agrmnt <input type="checkbox"/> N/A <input type="checkbox"/> Other Votes Needed: <input checked="" type="checkbox"/> 3 votes <input type="checkbox"/> 4 votes <input type="checkbox"/> 5 votes <input checked="" type="checkbox"/> N/A

<u>Summary Statement:</u>	<ul style="list-style-type: none"> ▪ The City made free yard signs available for community members to support the Just Deeds Coalition program. Some people donated money to support the cost recovery of the yard sign purchase. ▪ The City Council wishes to express appreciation for the donations totaling \$50.00 in 2023.
<u>Recommendation(s):</u>	<ul style="list-style-type: none"> ▪ Adopt the Resolution Acknowledging and Accepting Just Deeds Yard Signs Donations Received in 2023.
<u>Applicable Deadlines:</u>	<ul style="list-style-type: none"> ▪ None
<u>Legislative History:</u>	<ul style="list-style-type: none"> ▪ Minnesota Statutes require all donations to the City be accepted by Council resolution.
<u>Strategic Priority:</u>	<input type="checkbox"/> Sustainable & Reliable Infrastructure <input type="checkbox"/> Operational Effectiveness <input type="checkbox"/> Environment & Sustainability <input checked="" type="checkbox"/> Diversity, Equity, & Inclusion <input type="checkbox"/> Livable Community <input type="checkbox"/> N/A
<u>Financial Impact:</u> Is there a financial consideration? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: \$50.00 _____ Financing Sources: <input type="checkbox"/> Budgeted <input type="checkbox"/> Budget Modification	

<input type="checkbox"/> New Revenue <input type="checkbox"/> Use of Reserves <input checked="" type="checkbox"/> Other	
<u>Attachments:</u>	1. <i>Resolution</i>



Hue Schlieu

DEI Coordinator

RESOLUTION No. _____
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 _____ ayes and _____ nays.

Kari Niedfledt-Thomas, Mayor

ATTEST:

Devin Massopust, City Manager

Terri Spangrud, City Clerk

Agenda Section:	Consent
Item:	15
Report Date:	01/02/24
Meeting Date:	01/09/24


REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Resolution Reauthorizing Membership in the 4M Fund	
DEPARTMENT HEAD'S APPROVAL: <u>GMF</u>	CITY MANAGER'S APPROVAL: <u>DM</u>

Action Requested: ☐ Public Hearing ☒ Motion ☐ Discussion ☐ Informational
Form of Action: ☒ Resolution ☐ Ordinance ☐ Contract/Agrmnt ☐ N/A ☐ Other
Votes Needed: ☒ 3 votes ☐ 4 votes ☐ 5 votes ☐ N/A

<u>Summary Statement:</u>	<ul style="list-style-type: none"> When the City joined the Minnesota Municipal Money Market Fund (4M Fund) over 20 years ago, at the time the 4M Fund did not require a resolution on file to authorize the investment of City funds using the 4M Fund and its administrator, PMA Financial Network, LLC. The City recently began working with 4M/PMA to purchase investments through its Fixed Rate Program, and is being asked to pass the resolution now. PMA will then be able to share the resolution with banks as proof that they are authorized to purchase investments on the City's behalf.
<u>Recommendation(s):</u>	<ul style="list-style-type: none"> To adopt the resolution reauthorizing membership in the 4M Fund.
<u>Applicable Deadlines:</u>	<ul style="list-style-type: none"> n/a
<u>Legislative History:</u>	<ul style="list-style-type: none"> The 4M Fund was formed in 1987 and is sponsored and governed by the League of Minnesota Cities. It is a cash management and investment program for Minnesota public funds, managed in accordance with Minnesota Statutes. The 4M Fund was formed by the adoption of a joint powers agreement in the form of a Declaration of Trust, which is attached for reference. When the City first joined the 4M Fund, it entered into the Declaration of Trust. The City has primarily used the 4M Liquid Asset Fund, which provides the City with significantly reduced charges for any of the standard banking services such as electronic funds transfers, deposits, and

	<p>check clearing. It also primarily uses the 4M PLUS Fund, which offers enhanced rates on its short-term investments.</p> <ul style="list-style-type: none"> ▪ The 4M Fund also offers a wide range of fixed rate investment options, which the City is now beginning to purchase. This is the reason for needing the updated resolution.
<u>Strategic Priority:</u>	<input type="checkbox"/> Sustainable & Reliable Infrastructure <input checked="" type="checkbox"/> Operational Effectiveness <input type="checkbox"/> Environment & Sustainability <input type="checkbox"/> Diversity, Equity, & Inclusion <input type="checkbox"/> Livable Community <input type="checkbox"/> N/A
<u>Financial Impact:</u>	<p>Is there a financial consideration? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes: \$_____</p> <p>Financing Sources: <input type="checkbox"/> Budgeted <input type="checkbox"/> Budget Modification <input type="checkbox"/> New Revenue <input type="checkbox"/> Use of Reserves <input type="checkbox"/> Other</p>
<u>Attachments:</u>	<ol style="list-style-type: none"> 1. <i>Resolution</i> 2. <i>Declaration of Trust</i>


Gina Foschi
Gina Foschi
Director of Finance

RESOLUTION No. _____
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



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 _____ ayes and _____ nays.

Kari Niedfeldt-Thomas, Mayor

ATTEST:

Devin Massopust, City Manager

Terri Spangrud, City Clerk

State of Minnesota

SECRETARY OF STATE

Certificate of Business Trust

I, Joan Anderson Grove, Secretary of State of Minnesota, do certify that: A copy of the Declaration of Trust of the trust listed below was filed with this office on this date, by a member of the board of trustees of that trust, who swore that the copy filed was a true and correct copy of the declaration of trust. The trustee also set forth the name and address of the agent of the trust for service of process, and met all the filing requirements of Minnesota Statutes, Chapter 318.

Name of Business Trust:

Minnesota Municipal Money Market Fund

File Number: BT-406

Name and Address of Agent for Service of Process:

League of Minnesota Cities
The League of MN Cities 183 Univ Ave E
St Paul MN 55101-

This certificate has been issued on 04/23/87.



Joan Anderson Grove
Secretary of State.

EXHIBIT C

BT 406

MINNESOTA MUNICIPAL
MONEY MARKET FUND

(A Minnesota entity formed
pursuant to the
Minnesota Joint Powers Act)

DECLARATION OF TRUST
(As adopted in January, 1987)

034869

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Execution

WITNESSETH:

WHEREAS, Minnesota Statutes, Section 471.59 (the "Joint Powers Act") provides, among other things, that governmental units (as such term is defined therein), by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the term "governmental unit" is defined in the Joint Powers Act to include municipality as defined herein; and

WHEREAS, all of the Initial Participants are Municipalities of the State of Minnesota that desire to enter into an agreement and thereby establish an entity for joint investment, under the provisions of the aforementioned Joint Powers Act, pursuant to this Declaration of Trust for the purpose of combining their respective available investment funds not currently needed by such Municipalities so as to enhance the investment opportunities available to them and increase the investment earnings accruing to them respectively; and

WHEREAS, this Declaration of Trust is intended to be an agreement entered into pursuant to the Joint Powers Act for the purpose of better exercising the Participants' power to invest their respective funds in accordance with the Laws of the State of Minnesota; and

WHEREAS, the Board or Council of each of the Initial Participants has duly adopted a resolution authorizing the applicable Initial Participant to become a party to, and has approved, this Declaration of Trust pursuant to the Joint Powers Act; and

WHEREAS, the Board or Council of each of the Initial Participants, by its aforementioned approval of this Declaration of Trust, has authorized the investment of funds of such Initial Participant in investments of the nature permitted by Minnesota Law, as applicable, and in the manner contemplated by this Declaration of Trust; and

WHEREAS, it is proposed that the beneficial interest in the 4M Fund's assets shall be divided into non-transferable shares of beneficial interest, which shall be evidenced by a share register maintained by the 4M Fund or its agent; and

WHEREAS, the Initial Participants anticipate the other Municipalities of the State of Minnesota may wish to become Participants by adopting this Declaration of Trust and thus becoming parties to it;

NOW, THEREFORE, the Initial Participants hereby declare that all moneys, assets, securities, funds and property now or hereafter acquired pursuant to this agreement shall be held and managed in trust for the equal and proportionate benefit of the holders of record from time to time of shares beneficial interest herein, without privilege, priority or distinction among such holders, and subject to the terms, covenants, conditions, purposes and provisions hereof.

ARTICLE I

The 4M Fund

1.01 Name. The name of the common law trust created by this Declaration of Trust shall be "Minnesota Municipal Money Market Fund" (the 4M Fund) and, so far as may be practicable, the Trustees shall conduct the 4M Fund's activities, execute all documents and sue or be sued under that name, which name (and the word "4M Fund" wherever used in this Declaration of Trust, except where the context otherwise requires) shall refer to the Trustees in their capacity as Trustees, and not individually or personally, and shall not refer to the officers, agents, employees, counsel, advisers, consultants, accountants, or Participants of the 4M Fund or of such Trustees. Should the Trustees determine that the use of such name is not practicable, legal or convenient, they may use such other designation or they may adopt such other name for the 4M Fund as they deem proper, and the 4M Fund may hold property and conduct its activities under such designation or name. The Trustees shall take such actions as they, acting with the advice of counsel, shall deem necessary or appropriate to file or register such name in accordance with the Laws of the State of Minnesota or the United States of America so as to protect and reserve the right of the 4M Fund in and to such name. ✓

1.02 Purpose: Only Certain Minnesota Municipalities to be Participants.

(a) The purpose of the 4M Fund is to provide a means through which Municipalities may jointly and cooperatively exercise their power to invest their respective available funds so as to enhance their investment opportunities pursuant to an investment program conducted in accordance with the Laws of the State of Minnesota, from time to time in effect, governing the investment of the Municipal Funds. Only Municipalities organized under the Laws of the State of Minnesota may become Participants. A Municipality may become a party to this Declaration of Trust and may place moneys in the 4M Fund only after its Board or Council has duly adopted a resolution, or taken other applicable official action, authorizing such Municipality to become a Participant of the 4M Fund and adopting this Declaration of Trust.

(b) It is not necessary for a municipality to place any funds in the 4M Fund to become a Participant, and no minimum investment balance must be maintained by a Municipality which has become a Participant in order for such Municipality to continue to be a Participant.

1.03 Location. The 4M Fund shall maintain an office of record in the State of Minnesota and may maintain such other offices or places of business as the Trustees may from time to time determine. The initial office of record of the 4M Fund shall be: c/o League of Minnesota Cities, 183 University Ave. East, St. Paul, Minnesota 55101. The office of record may be changed from time to time by resolution of the Trustees, and notice of such change of the office of record shall be given to each Participant. ✓

1.04 Nature of 4M Fund and Declaration of Trust.

(a) The 4M Fund shall be a common law trust (also known as a business trust) organized and existing under the laws of the State of Minnesota. The 4M Fund is not intended to be, shall not be deemed to be, and shall not be treated as, a general partnership, limited partnership,

joint venture, corporation, investment company, joint stock association or joint stock company. The Participants shall be beneficiaries of the 4M Fund, and their relationship to the Trustees shall be solely in their capacity as Participants and beneficiaries in accordance with the rights conferred upon them hereunder.

(b) This Declaration of Trust is an agreement of indefinite term regarding the joint or cooperative exercise of a power common to the parties thereto within the meaning of the Joint Powers Act.

1.05 Definitions. As used in this Declaration of Trust, the following terms shall have the following meanings unless the context hereof otherwise requires:

"Administrator" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Section 3.1 hereof.

"Administration Agreement" shall mean the agreement with the Administrator referred to in Section 3.3 hereof as the same may be amended from time to time.

"Adviser" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Section 3.1 hereof.

"Affiliate" shall mean, with respect to any Person, another Person directly or indirectly controlling, controlled by or under common control with such Person, or any officer, director, partner or employee of such Person.

"Board of Trustees" or "Trustees" shall mean the Board of Directors of the League of Minnesota Cities.

reordered { "Board" or "Council" shall mean the governing body of a Municipality as defined herein.

"Custodian" shall mean any Person or Persons appointed, employed or contracted with by the Administrator under the applicable provisions of Section 11.2 hereof.

"Custodian Agreement" shall mean the agreement with the Custodian referred to in Section 11.1 hereof as the same may be amended from time to time.

"Declaration of Trust" shall mean this Declaration of Trust as amended, restated or modified from time to time. References in this Declaration of Trust to "Declaration", "hereof", "herein", "hereby" and "hereunder" shall be deemed to refer to the Declaration of Trust and shall not be limited to the particular text, article or section in which such words appear.

"Employee of a Municipality" or "Municipal Employee" shall mean a director of finance, a finance official or other managerial employee of a Municipality charged with responsibility for municipal finance.

"4M Fund" shall mean the common law trust created by this Declaration of Trust.

"4M Fund Property" shall mean, as of any particular time, any and all property, real, personal or otherwise, tangible or intangible, which is transferred, conveyed or paid to the 4M Fund or the Trustees and all income, profits and gains therefrom and which, at such time, is owned or held by, or for the account of, the 4M Fund or the Trustees.

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"Information Statement" shall mean the information statement or other descriptive document or documents adopted as such by the Trustees and distributed by the 4M Fund to participants and potential Participants of the 4M Fund as the same may be amended by the Trustees from time to time.

"Initial Participants" shall mean the League of Minnesota Cities and the City of Minnetonka which Municipalities initially formed the 4M Fund by the execution and adoption of this Declaration of Trust.

"Investment Advisory Agreement" shall mean the agreement with the Adviser referred to in Section 3.2 hereof as the same may be amended from time to time.

"Joint Powers Act" shall mean Minnesota Statutes, Section 471.59.

"Laws" shall mean common law and all ordinances, statutes, rules, regulations, orders, injunctions, decisions, opinions or decrees of any government or political subdivision or agency thereof, or any court or similar entity established by any thereof.

reordered { "Municipality" shall mean county, city, town, public authority, public corporation, public commission, special district, any other political subdivision, or an agency of the state or its subdivisions and any "instrumentality" (as that term is defined in the Joint Powers Act) of a municipality. }

"Participants" shall mean the Initial Participants and the Municipalities which adopt this Declaration of Trust pursuant to Section 14.6 hereof.

"Permitted Investments" shall mean the investments referred to in Paragraph (b) or Section 2.2 hereof.

"Person" shall mean and include individuals, corporations, limited partnerships, general partnerships, joint stock companies or associations, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other entities (which or not legal entities) and governments and agencies and political subdivisions thereof.

"Share" shall mean the unit used to denominate and measure the respective beneficial interests of the Participants in the Fund Property as described in Article VI.

"Share Register" shall mean the register of Shares maintained pursuant to Article VII hereof.

"Technical Advisory Board" shall mean the persons appointed by the Trustees to act as technical advisors to the Trust.

ARTICLE II

Powers of the Trustees

2.1 General. Subject to the rights of the Participants as provided herein, the Trustees shall have, without other or further authorization, full, exclusive and absolute power, control and authority over the 4M Fund Property and other the affairs of the 4M Fund to the same extent as if the Trustees were the sole and absolute owners of the 4M Fund Property in their own right, and

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with such powers of delegation as may be permitted by this Declaration of Trust. The trustees may do and perform such acts and things as in their sole judgment and discretion are necessary and proper for conducting the affairs of the 4M Fund or promoting the interests of the 4M Fund and the Participants. The enumeration of any specific power or authority herein shall not be construed as limiting the aforesaid general power or authority or any specific power or authority. The trustees may exercise any power authorized and granted to them by this Declaration of Trust. Such powers of the Trustees may be exercised without the necessity of any order or, or resort to, any court.

2.2 Permitted Investments. The Trustees shall have full and complete power, subject in all respects to Article IV hereof,

(a) to conduct, operate and provide an investment program for the Participants;
and

(b) for such consideration as they may deem proper and as may be required by Law, to subscribe for, invest in, reinvest in, purchase or otherwise acquire, hold, sell, assign, transfer, exchange, distribute or otherwise deal in or dispose of investment instruments as permitted by Law (the "Permitted Investments"). Permitted Investments include, without limitation, as of the date hereof, the following:

(i) any security which is a direct obligation of or is guaranteed as to payment of principal and interest by the United States of America or any agency or instrumentality thereof;

(ii) shares of an investment company (1) registered under the federal investment company act of 1940, whose shares are registered under the federal securities act of 1933, and (2) whose only investments are in securities described in the preceding clause and repurchase agreements fully collateralized by those securities, if the repurchase agreements are entered into only with those primary reporting dealers that report to the Federal Reserve Bank of New York and with the 100 largest United States commercial banks;

(iii) any security which is a general obligation of the State of Minnesota or any of its municipalities;

(iv) bankers acceptances of United States banks eligible for purchase by the Federal Reserve System;

(v) commercial paper issued by United States corporations or their Canadian subsidiaries that is of the highest quality and matures in 270 days or less;

(vi) deposits in a national bank or in a state bank or thrift institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, provided that any such deposit shall be insured, bonded or collateralized in the manner required by Law and that any such bank or thrift institution shall meet criteria designated from time to time by the Trustees;

(vii) repurchase agreements (a) with any bank qualified as a depository of money held in the debt service fund of a municipality of the State of Minnesota or (b) with any national or state bank in the United States of America which is a member of the Federal Reserve System and whose combined capital and surplus equals or exceeds \$10,000,000 or (c) with a Primary Reporting Dealer in United States Government Securities to the Federal Reserve Bank of New York as such term is defined in Minnesota Statutes, Section 475.51, Subdivision 11 or (d) a securities

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broker-dealer having its principal executive office in Minnesota, licensed pursuant to Chapter 80A or an affiliate of it, regulated by the Securities and Exchange Commission and maintaining a combined capital and surplus of \$40,000,000 or more, exclusive of subordinated debt; and

(viii) such other investment instruments now or hereafter permitted by applicable Law for the investment of moneys of Municipalities organized under the laws of the State of Minnesota.

In the exercise of their powers, the Trustees shall not be limited, except as otherwise provided hereunder, to investing in Permitted Investments maturing before the possible termination of the 4M Fund. Except as otherwise provided in this Declaration of Trust, the Trustees shall not be limited by any Law now or hereafter in effect limiting the investments which may be held or retained by trustees or other fiduciaries, and they shall have full authority and power to make any and all Permitted Investments within the limitations of this Declaration of Trust, that they, in their absolute discretion, shall determine to be advisable and appropriate. The Trustees shall have no liability for loss with respect to Permitted Investments made within the terms of this Declaration of Trust, even though such investments shall be of a character or in an amount not considered proper for the investment of trust funds by trustees or other fiduciaries. The Trustees shall be permitted only to make Permitted Investments in accordance with Article IV of this Declaration of Trust.

2.3 Legal Title.

(a) Legal title to all of the 4M Fund Property shall be vested in the Trustees on behalf of the Participants and be held by and transferred to the Trustees, except that the Trustees shall have full and complete power to cause legal title to any 4M Fund Property to be held, on behalf of the Participants, by or in the name of the 4M Fund, or in the name of any other Person as nominee, on such terms, in such manner, and with such powers as the Trustees may determine, so long as in their judgment the interest of the 4M Fund is adequately protected.

(b) The right, title and interest of the Trustees in and to the 4M Fund Property shall vest automatically in all persons who may hereafter become Trustees upon their election to the Board of Directors of the League of Minnesota Cities and qualification without any further act. Upon the expiration of term of office, resignation, disability, removal, adjudication as an incompetent, or death of a Trustee, he (and in the event of his death, his estate) shall automatically cease to have any right, title or interest in or to any of the 4M Fund Property, and the right, title and interest of such Trustee in and to the 4M Fund Property shall vest automatically in the remaining Trustees without any further act.

2.4 Disposition of Assets. Subject in all respects to Article IV hereof and to the Laws from time to time applicable to Municipalities of the State of Minnesota, the Trustees shall have full and complete power to sell, exchange or otherwise dispose of any and all 4M Fund Property free and clear of any and all trusts and restrictions, at public or private sale, for cash or on terms, with or without advertisement, and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, and to execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection with the foregoing. The Trustees shall also have full and complete power, subject in all respects to Article IV hereof, and in furtherance of the affairs and purposes of the 4M Fund, to give consents and make contracts relating to 4M Fund Property or its use.

2.5 Taxes. The Trustees shall have full and complete power: (i) to pay all taxes or assessments, of whatever kind or nature, validly and lawfully imposed upon or against the 4M Fund

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or the Trustees in connection with the 4M Fund Property or upon or against the 4M Fund Property or income or any part thereof; (ii) to settle and compromise disputed tax liabilities; and (iii) for the foregoing purposes to make such returns and do all such other acts and things as may be deemed by the Trustees to be necessary or desirable.

2.6 Rights as Holders of 4M Fund Property. The Trustees shall have full and complete power to exercise on behalf of the Participants all of the rights, powers and privileges appertaining to the ownership of all or any Permitted Investments or other property forming part of the 4M Fund Property to the same extent that any individual might, and, without limiting the generality of the foregoing, to vote or give any consent, request or notice or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more Persons, which proxies and powers of attorney may be for meetings or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

2.7 Delegation: Committees. The Trustees shall have full and complete power (consistent with their continuing exclusive authority over the management of the 4M Fund, the conduct of its affairs, their duties and obligations as Trustees, and the management and disposition of 4M Fund Property), to delegate from time to time to such one or more of their number (who may be designated as constituting a committee of the Trustees as provided in Section 9.9 hereof) or to officers, employees or agents of the 4M Fund (including, without limitation, the Administrator, the Adviser and the Custodian) the doing of such acts and things and the execution of such instruments either in the name of the 4M Fund, or the names of the Trustees or as their attorney or attorneys, or otherwise as the Trustees may from time to time deem expedient and appropriate in the furtherance of the business affairs and purposes of the 4M Fund.

2.8 Collection. The Trustees shall have full and complete power: (i) to collect, sue for, receive and receipt for all sums of money or other property due to the 4M Fund; (ii) to consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations; (iii) to engage or intervene in, prosecute, defend, compromise, abandon or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands or things relating to the 4M Fund Property; (iv) to foreclose any collateral, security or instrument securing any investments, notes, bills, bonds, obligations or contracts by virtue of which any sums of money are owed to the 4M Fund; (v) to exercise any power of sale held by them, and to convey good title hereunder free of any and all trusts, and in connection with any such foreclosure or sale, to purchase or otherwise acquire title to any property; (vi) to be parties to reorganization and to transfer to and deposit with any corporation, committee, voting trustee or other Person any securities, investments or obligations of any person which form a part of the 4M Fund Property, for the purpose of such reorganization or otherwise; (vii) to participate in any arrangement for enforcing or protecting the interests of the Trustees as the owners or holders of such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement; (viii) to extend the time (with or without security) for the payment or delivery of any debts or property and to execute and enter into releases, agreements and other instruments, and (ix) to pay or satisfy any debts or claims upon any evidence that the Trustees shall deem sufficient.

2.9 Payment of Expenses. The Trustees shall have full and complete power: (i) to incur and pay any charges or expenses which in the opinion of the Trustees are necessary or incidental to or proper for carrying out any of the purposes of this Declaration of Trust; (ii) to reimburse others for the payment therefor; and (iii) to pay appropriate compensation or fees from the funds of the 4M Fund to Persons with whom the 4M Fund has contracted or transacted business. The Trustees shall fix the compensation, if any, of all officers and employees of the 4M Fund. The Trustees shall not be paid compensation for their general services as Trustees hereunder. The Trustees may pay themselves or any one or more of themselves reimbursement for

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expenses reasonably incurred by themselves or any one or more of themselves on behalf of the 4M Fund.

2.10 Borrowing and Indebtedness. The Trustees shall not have the power to borrow money or incur indebtedness on behalf of the 4M Fund, or authorize the Fund to borrow money or incur indebtedness, except as provided in clause (iv) of Section 4.2 of this Declaration of Trust, but only if and to the extent permitted by Law.

2.11 Deposits. The Trustees shall have full and complete power to deposit, in such manner as may now or hereafter be permitted by Law, any moneys or funds, included in the 4M Fund Property, and intended to be used for the payment of expenses of the 4M Fund or the Trustees, with one or more banks, or thrift institutions meeting the requirements of Section 2.2(b)(vi) hereof. Such deposits are to be subject to withdrawal in such manner as the Trustees may determine, and the Trustees shall have no responsibility for any loss which may occur by reason of the failure of the bank or thrift institution with which the moneys, investments, or securities have been deposited. Each such bank or thrift institution shall comply, with respect to such deposits, with all applicable requirements of all applicable Laws, including, but not limited to, Laws of the State of Minnesota relating to Municipalities.

2.12 Valuation. The Trustees shall have full and complete power to determine in good faith conclusively the value of any of the 4M Fund Property and to revalue the 4M Fund Property.

2.13 Fiscal Year: Accounts. The Trustees shall have full and complete power to determine the fiscal year of the 4M Fund and the method or form in which its accounts shall be kept and from time to time to change the fiscal year or method or form of accounts. Unless otherwise determined by the Trustees pursuant to this Section 2.13, the fiscal year of the 4M Fund shall terminate on June 30 and commence on July 1 of each calendar year.

2.14 Concerning the 4M Fund and Certain Affiliates.

(a) The 4M Fund may enter into transactions with any Affiliate of the 4M Fund or of the Adviser, the Administrator, or the Custodian or of any Trustee, officer, director or employee of the 4M Fund or with any Affiliate of an agent of the 4M Fund or of the Adviser, the Administrator, or the Custodian if (i) each such transaction (or type of transaction) had, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the Trustees, including a majority of the Trustees who are not Affiliates of any Person (other than the 4M Fund) who is a party to the transaction or transactions with the 4M Fund and (ii) such transaction (or type of transaction) is, in the opinion of the Trustees, on terms fair and reasonable to the 4M Fund and the Participants and at least as favorable to them as similar arrangements for comparable transactions (of which the Trustees have knowledge) with organizations unaffiliated with the 4M Fund or with the Person who is a party to the transaction or transactions with the 4M Fund.

(b) Except as otherwise provided in this Declaration of Trust or in the Laws of the State of Minnesota, in the absence of fraud, a contract, act or other transaction between the 4M Fund and any other Person, or in which the 4M Fund is interested, is valid and no Trustee, officer, employee or agent of the 4M Fund shall have any liability as a result of entering into any such contract, act or transaction even though (i) one or more of the Trustees, officers, employees or agents of such other Person, or (ii) one or more of the Trustees, officers, employees, or agents of the 4M Fund, individually or jointly with or affiliated with, such contract, act or transaction, provided that (i) such interest or affiliation is disclosed to the Trustees and the Trustees authorize such contract, act or other transaction by a vote of a majority of the unaffiliated Trustees, or (ii) such interest or affiliation is disclosed to the Participants, and such contract, act or transaction is

approved by a majority of the Participants.

(c) Any Trustee or officer, employee, or agent of the 4M Fund may, in his personal capacity, or in a capacity as trustee, officer, director, stockholder, partner, member, agent, adviser or employee of any Person, have business interests and engage in business activities in addition to those relating to the 4M Fund, which interests and activities may be similar to those of the 4M Fund and include the acquisition, syndication, holding, management, operation or disposition of securities, investments and funds, for his own account or for the account of such Person. Each Trustee, officer, employee and agent of the 4M Fund shall be free of any obligation to present to the 4M Fund any investment opportunity which comes to him in any capacity other than solely as Trustee, officer, employee or agent of the 4M Fund, even if such opportunity is of a character which, if presented to the 4M Fund, could be taken by the 4M Fund.

(d) Subject to the provisions of Article III hereof, any Trustee or officer, employee or agent of the 4M Fund may be interested as trustee, officer, director, stockholder, partner, member, agent, adviser or employee of, or otherwise have a direct or indirect interest in, any Person who may be engaged to render advice or services to the 4M Fund, and may receive compensation from such Person as well as compensation as Trustee, officer, employee or agent of the Fund or otherwise hereunder. None of the activities and interests referred to in this paragraph (d) shall be deemed to conflict with his duties and powers as Trustee, officer, employee or agent of the 4M Fund.

(e) To the extent that any other provision of this Declaration of Trust conflicts with, or is otherwise contrary to the provisions of, this Section 2.14, the provisions of this Section 2.14 shall be deemed controlling.

(f) Notwithstanding the foregoing provisions of this Section 2.14, the Trustees shall not have the power to engage in any transaction with any Affiliate that would be inconsistent with the Laws of the State of Minnesota concerning conflicts of interest, including, but not limited to, Minnesota Statutes, Sections 471.87 and 471.88, or any other Law limiting the Participants' power to enter into such transaction, and the By-Laws of the 4M Fund may contain provisions more restrictive than those set forth in this Section 2.14.

2.15 Investment Program. The Trustees shall use their best efforts to obtain through the Adviser or other qualified Persons a continuing and suitable investment program, consistent with the investment policies and objectives of the 4M Fund set forth in Article IV of this Declaration of Trust, and the Trustees shall be responsible for reviewing and approving or rejecting the investment program presented by the Adviser or such other Persons. Subject to the provisions of Section 2.7 and Section 3.1 hereof, the Trustees may delegate functions arising under this Section 2.15 to one or more of their number or to the Adviser.

2.16 Power to Contract, Appoint, Retain and Employ.

(a) Subject to the provisions of Section 2.7 and Section 3.1 hereof with respect to delegation of authority by the Trustees, the Trustees shall have full and complete power to appoint, employ, retain, or contract with any Person of suitable qualifications and high repute (including one or more of themselves and any corporation, partnership, trust or other entity of which one or more of them may be an Affiliate, subject to the applicable requirements of Section 2.14 hereof) as the Trustees may deem necessary, or desirable for the transaction of the affairs of the 4M Fund, including any Person or Persons who, under the supervision of the Trustees, may, among other things: (i) serve as the 4M Fund's investment adviser and consultant in connection with policy decisions made by the Trustees; (ii) serve as the 4M Fund's administrator or co-administrators; (iii)

furnish reports to the Trustees and provide research, economic and statistical data in connection with the 4M Fund's investments; (iv) act as consultants, accountants, technical advisers, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositaries, custodians or agents for collection, insurers or insurance agents, registrars for Shares or in any other capacity deemed by the Trustees to be necessary or desirable; (v) investigate, select, and, on behalf of the 4M Fund, conduct relations with Persons acting in such capacities and pay appropriate fees to, and enter into appropriate contracts with, or employ, or retain services performed or to be performed by, any of them in connection with the investments acquired, sold, or otherwise disposed of, or committed, negotiated, or contemplated to be acquired, sold or otherwise disposed of; (vi) substitute any other Person for any such Person, (vii) act as attorney-in-fact or agent in the purchase or sale or other disposition of investments, and in the handling, prosecuting or other enforcement of any lien or security securing investments; and (viii) assist in the performance of such ministerial functions necessary in the management of the 4M Fund as may be agreed upon with the Trustees.

(b) The manner of employing, engaging, compensating, transferring, or discharging any Person as an employee of the 4M Fund shall be subject to Minnesota Law. For purposes of the preceding sentence, "employee of the 4M Fund" shall not include independent contractors such as the Adviser, the Administrator, the Custodian, counsel or independent accountants and their respective employees.

2.17 Insurance. The Trustees shall have full and complete power to purchase and pay for, entirely out of 4M Fund Property, insurance policies insuring the 4M Fund and the Trustees, officers, employees and agents of the 4M Fund individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position, or by reason of any action alleged to have been taken or omitted by the 4M Fund or any such Person as Trustee, officer, employee and agent, including any action taken or omitted that may be determined to constitute negligence, whether or not the 4M Fund would have the power to indemnify such Person against such liability.

2.18 Seal. The Trustees shall have full and complete power to adopt and use a seal for the 4M Fund, but, unless otherwise required by the Trustees, it shall not be necessary for the seal to be placed on, and its absence shall not impair the validity of, any document, instrument or other paper executed and delivered by or on behalf of the 4M Fund.

2.19 Indemnification. In addition to the mandatory indemnification provided for in Section 5.3 hereof, the Trustees shall have full and complete power, to the extent permitted by applicable Laws, to indemnify or enter into agreements with respect to indemnification with any Person with whom the 4M Fund has dealings, including, without limitation, the Adviser, the Administrator, and the Custodian, to such extent as the Trustees shall determine.

2.20 Remedies. Notwithstanding any provision in this Declaration of Trust, when the Trustees deem that there is a significant risk that an obligor to the 4M Fund may default or is in default under the terms of any obligation to the 4M Fund, the Trustees shall have full and complete power to pursue any remedies permitted by Law which, in their sole judgment, are in the interests of the 4M Fund, and the Trustees shall have full and complete power to enter into any investment, commitment or obligation of the 4M Fund resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

2.21 Information Statement. The Trustees shall have full and complete power to prepare, publish and distribute an Information Statement regarding the 4M Fund and to amend or supplement the same from time to time.

2.22 Further Powers. The Trustees shall have full and complete power to take all such actions, do all such matters and things and execute all such instruments as they deem necessary, proper or desirable in order to carry out, promote or advance the interests and purposes of the 4M Fund although such actions, matters or things are not herein specifically mentioned. Any determination as to what is in the best interests of the 4M Fund made by the Trustees in good faith shall be conclusive. In construing the provisions of this Declaration of Trust, the presumption shall be in favor of a grant of power to the Trustees. The Trustees shall not be required to obtain any court order to deal with the 4M Fund Property.

2.23 Compliance with Laws. The Trustees shall at all times exercise all powers granted hereunder in compliance with, and the operations of the 4M Fund shall at all times be conducted in accordance with, the applicable Laws of the State of Minnesota.

2.24 Tax or Aid or Revenue Anticipation Borrowing. Notwithstanding the provisions of Section 2.10 or 4.2 or any other provision of this Declaration, the Trustees shall have full and complete power to borrow money or incur indebtedness as a part of a program of tax or aid or revenue anticipation borrowing by Participant Municipalities. They shall have the power to issue such obligations on behalf of the Participants, coordinate the issuance of such obligations by the Participants, to become members of joint powers entities authorized to issue or coordinate the issuance of such obligations, or to enter into contracts or agreements of any nature authorized by law related to the issuance of such obligations. The assets of the 4M Fund itself shall not be pledged by the Trustees to the repayment of any portion of such borrowing and any obligations issued shall not constitute a debt of the 4M Fund, shall not be payable from or be a charge upon any assets of the 4M Fund, shall not give rise to any pecuniary liability of the 4M Fund, and shall not be enforceable against any property of the 4M Fund, other than amounts received from participating Municipalities in connection with that anticipation borrowing program which are pledged to the repayment of the borrowing or obligations. The Trustees shall have such powers as necessary to conduct or participate in such anticipation borrowing programs as approved by the Trustees, including a program of investment of obligation proceeds.

ARTICLE III

Technical Advisory Board, Investment Adviser, Administrator, and Custodian

3.1 Appointment. The Trustees are responsible for the general investment policy and program of the 4M Fund and for the general supervision and administration of the business and affairs of the 4M Fund conducted by the officers, agents, employees, investment advisers, administrators, or independent contractors of the 4M Fund. The Trustees are not required personally to conduct all of the routine business of the 4M Fund and, consistent with their ultimate responsibility as stated herein, the Trustees may appoint, employ or contract with an Adviser as an investment adviser to the Trustees, an Administrator as an administrator for the 4M Fund and a Custodian. The trustees may grant or delegate such authority to the Adviser and the Administrator (pursuant to the terms of Section 2.16 hereof) or to any other Person the services of whom are obtained by the Adviser or the Administrator, as the Trustees may, in their sole discretion, deem to be necessary or desirable, for the efficient management of the 4M Fund, without regard to whether such authority is normally granted or delegated by trustees or other fiduciaries. The Trustees may appoint one or more persons to serve jointly as Co-Advisers and one or more persons to serve jointly as Co-Administrators. The same person may serve simultaneously as the Administrator and as the Adviser, but no person serving as the Administrator or as the Adviser may serve as the Custodian. Piper Capital Management, Inc., a subsidiary of Piper Jaffray, Inc., a corporation organized and existing under the Laws of the State of Delaware, is appointed as the initial

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Administrator and Adviser for the 4M Fund. Marquette Bank Minneapolis is appointed as the initial Custodian for the 4M Fund. The Trustees shall appoint a Technical Advisory Board to assist the Trustees in the development of policies and the overseeing and reviewing of the activities of the 4M Fund. The Technical Advisory Board shall be made up of such individuals as the Trustees deem advantageous to the Fund. The composition of the Technical Advisory Board may be changed from time to time in the discretion of the Trustees.

3.2 Duties of the Adviser. The duties of the Adviser shall be those set forth in the Investment Advisory Agreement to be entered into between the 4M Fund and the Adviser. Such duties may be modified by the Trustees, from time to time, by the amendment of the Investment Advisory Agreement. Subject to Article IV hereof, the Trustees may authorize the Adviser to effect purchases, sales, or exchanges of 4M Fund Property on behalf of the Trustees or may authorize any officer, employee, agent or Trustee to effect such purchases, sales, or exchanges pursuant to recommendations of the Adviser, all without further action by the Trustees. Any and all of such purchases, sales, and exchanges shall be deemed to be authorized by all the Trustees. The Investment Advisory Agreement may authorize the Adviser to employ other persons to assist it in the performance of its duties. The Investment Advisory Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the 4M Fund on sixty (60) days written notice to the Adviser.

3.3 Duties of the Administrator. The duties of the Administrator shall be those set forth in the Administration Agreement to be entered into between the 4M Fund and the Administrator. Such duties may be modified by the Trustees, from time to time, by the amendment of the Administration Agreement. The Administration Agreement may authorize the Administrator to employ other persons to assist it in the performance of its duties. The Administration Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the 4M Fund on sixty (60) days written notice to the Administrator.

3.4 Duties of Custodian. The duties and qualifications of the Custodian shall be those set forth in Article 11 herein.

3.5 Successors. In the event that, at any time, the position of Adviser, Administrator, or Custodian shall become vacant for any reason, the Trustees may appoint, employ or contract with a successor Adviser, Administrator, or Custodian. A predecessor shall assist and cooperate with the 4M Fund in the smooth and orderly transition in the event a successor Adviser, Administrator, or Custodian is appointed for any reason.

ARTICLE IV

Investments

4.1 Statement of Investment Policy and Objective. Subject to the prohibitions and restrictions contained in Section 4.2 hereof, the general investment policy and objective of the Trustees shall be to provide to the Participants of the 4M Fund the highest possible investment yield, while maintaining liquidity and preserving capital by investing in Permitted Investments in accordance with applicable provisions of Law, as may be set forth more fully in the 4M Fund's Information Statement, as the same may be amended from time to time.

4.2 Restrictions Fundamental to the 4M Fund. Notwithstanding anything in this Declaration of Trust which may be deemed to authorize the contrary, the 4M Fund:

(i) May not make any investment other than investments authorized by the provisions of Law applicable to the investment of funds by the Participants, as the same may be amended from time to time;

(ii) May not purchase any Permitted Investment which has a maturity date more than one year from the date of the 4M Fund's purchase thereof, unless subject, at the time of such purchase by the 4M Fund, to an irrevocable agreement on the part of a Responsible Person to purchase such Permitted Investment from the 4M Fund within one (1) year;

(iii) May not purchase any Permitted Investment if the effect of such purchase by the 4M Fund would be to make the average dollar weighted maturity of the 4M Fund's investment portfolio greater than ninety (90) days, provided, however, that in making such determination any Permitted Investment which is subject to an irrevocable agreement of the nature referred to in the preceding clause (ii) shall be deemed to mature on the day on which the 4M Fund is obligated to sell such Permitted Investment back to a Responsible Person or the day on which the 4M Fund may exercise its rights under such agreement to require the purchase of such Permitted Investment by a Responsible Person;

(iv) May not borrow money or incur indebtedness except to facilitate as a temporary measure:

(a) withdrawal requests which might otherwise require unscheduled dispositions of portfolio investments;

(b) for a period not to exceed one business day, withdrawal requests pending receipt of collected funds from investments sold on the date of the withdrawal requests or withdrawal requests from Participants who have notified the 4M Fund of their intention to deposit funds in their accounts on the date of the withdrawal requests; or

(c) for a period not to exceed one business day, the purchase of Permitted Investments pending receipt of collected funds from Participants who have notified the 4M Fund of their intention to deposit funds in their accounts on the date of the purchase of the Permitted Investments;

(v) May not make loans, provided that the 4M Fund may make Permitted Investments;

(vi) May not hold or provide for the custody of any 4M Fund Property in a manner not authorized by Law or by any institution or Person not authorized by Law;

(vii) Except as permitted by Section 2.2(b)(ii) hereof, may not purchase securities or shares of investment companies or any entities similar to the 4M Fund; and

(viii) May not pledge assets except to secure indebtedness permitted by (iv) of this Section 4.2; however in the case of indebtedness secured under Section 4.2(iv)(b) or (c) hereof, it may pledge assets only to the extent of the actual funds in the account of a participant on whose behalf the permitted indebtedness was incurred plus an amount equal to that amount which that Participant has notified the 4M Fund that it intends to deposit in its account on that date.

For the purposes of this Section 4.2, the phrase "Responsible Person" shall mean a person with which the 4M Fund is authorized to enter into agreements pursuant to Section 2.2(b)(vii) hereof.

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4.3 Amendment of Restrictions. The restrictions set forth in Section 4.2 hereof are fundamental to the operation and activities of the 4M Fund and may not be changed without the affirmative vote of a majority of the Participants entitled to vote, except that such restrictions may be changed by the Trustees so as to make them more restrictive when necessary to conform the investment program and activities of the 4M Fund to the Laws of the State of Minnesota and the United States of America as they may from time to time be amended.

ARTICLE V

Limitations of Liability

5.1 Liability to Third Persons. No Participant shall be subject to any personal liability whatsoever, in tort, contract or otherwise to any other Person or Persons in connection with 4M Fund Property or the affairs of the 4M Fund; and no Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund shall be subject to any personal liability whatsoever in tort, contract or otherwise, to any other Person or Persons in connection with 4M Fund Property or the affairs of the 4M Fund, except that each shall be personally liable for his bad faith, willful misconduct, gross negligence or reckless disregard of his duties or for his failure to act in good faith in the reasonable belief that his action was in the best interests of the 4M Fund and except that the Investment Advisory Agreement and the Administration Agreement shall provide for the personal liability of the Adviser or the Administrator, as the case may be, for its willful or negligent failure to take reasonable measures to restrict investments of 4M Fund Property to those permitted by Law and this Declaration of Trust.

5.2 Liability to the 4M Fund or to the Participants. No Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund shall be liable to the 4M Fund or to any Participant, Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund for any action or failure to act (including, without limitation, the failure to compel in any way any former or acting Trustee to redress any breach of trust) except for his own bad faith, willful misfeasance, gross negligence or reckless disregard of his duties and except that the Investment Advisory Agreement and the Administration Agreement shall provide for the personal liability of the Adviser or the Administrator, as the case may be, for its willful or negligent failure to take reasonable measures to restrict investments of 4M Fund Property to those permitted by Law and this Declaration of Trust; provided, however, that the provisions of this Section 5.2 shall not limit the liability of any agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund with respect to breaches by it of a contract between it and the 4M Fund.

5.3 Indemnification.

(a) The 4M Fund shall indemnify and hold each Participant harmless from and against all claims and liabilities, whether they proceed to judgment or are settled or otherwise brought to a conclusion, to which such Participant may become subject by reason of its being or having been a Participant, and shall reimburse such Participant for all legal and other expenses reasonably incurred by it in connection with any such claim or liability. The rights accruing to a Participant under this Section 5.3 shall not exclude any other right to which such Participant may be lawfully entitled, nor shall anything herein contained restrict the right of the 4M Fund to indemnify or reimburse a Participant in any appropriate situation even though not specifically provided herein.

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(b) The 4M Fund shall indemnify each of its Trustees and officers, and employees and agents (including, without limitation, the Adviser, the Administrator and the Custodian) designated by the Board of Trustees to receive such indemnification, against all liabilities and expenses (including, without limitation, amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees) reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding by the 4M Fund or any other Person, whether civil or criminal, in which he may be involved or with which he may be threatened, while in office or thereafter, by reason of his being or having been such a Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian), except as to any matter as to which he acted in bad faith or with willful misfeasance or reckless disregard of his duties or gross negligence; in addition, in the case of the Adviser, Administrator, or the Custodian in willful or negligent violation of the restrictions on investments of the 4M Fund Property; provided, however, that the provisions of this Section 5.3 shall not be construed to permit the indemnification of any agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund with respect to breaches by it of a contract between it and the 4M Fund; and further provided, however, that as to any matter disposed of by a compromise payment by such Trustee, officer, employee or agent (including the Adviser, Administrator or the Custodian), pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless: 1) The 4M Fund receives a written opinion from independent counsel approved by the Trustees to the effect that if the matter had been adjudicated, the defenses that could have been presented on behalf of such Trustee, officer, employee or agent (including the Adviser, the Administrator or the Custodian), were meritorious; and 2) If in the opinion of the Board of Trustees, the Trustee, officer, employee or agent (including the Adviser, the Administrator or the Custodian) were not acting in bad faith or with willful misfeasance or reckless disregard of their duties or gross negligence. The rights accruing to any Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) under the provisions of this paragraph (b) of this Section 5.3 shall not exclude any other right to which he may be lawfully entitled; provided, however, that no Trustee, officer, employee or agent may satisfy any right of indemnity or reimbursement granted herein or to which he may be otherwise entitled except out of the 4M Fund Property, and no Participant shall be personally liable to any Person with respect to any claim for indemnity or reimbursement or otherwise. The Trustees may make advance payments in connection with indemnification under this paragraph (b) of this Section 5.3, provided that the indemnified Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) shall have given a written undertaking to reimburse the 4M Fund in the event that it is subsequently determined that he is not entitled to such indemnification.

(c) Any action taken by, or conduct on the part of, the Adviser, the Administrator, a Trustee, an officer, an employee or an agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund in conformity with, or in good faith reliance upon, the provisions of Section 2.14 or Section 5.7 hereof shall not, for the purpose of this Declaration of Trust (including, without limitation, Sections 5.1 and 5.2 and this Section 5.3) constitute bad faith, willful misfeasance, gross negligence or reckless disregard of his duties.

5.4 Surety Bonds. ~~No Trustee shall~~, as such, be obligated to give any bond or surety or other security for the performance of any of his duties.

5.5 Apparent Authority. No purchaser, seller, transfer agent or other Person dealing with the Trustees or any officer, employee or agent of the 4M Fund shall be bound to make any inquiry concerning the validity of any transaction purporting to be made by the Trustees or by such officer, employee or agent or make inquiry concerning or be liable for the application of

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money or property paid, transferred or delivered to or on the order of the Trustees or of such officer, employee or agent.

5.6 Recitals. Any written instrument creating an obligation of the 4M Fund shall be conclusively taken to have been executed by a Trustee or an officer, employee or agent of the 4M Fund only in his capacity as a Trustee under this Declaration of Trust or in his capacity as an officer, employee or agent of the 4M Fund. Any written instrument creating an obligation of the 4M Fund shall refer to this Declaration of Trust and contain a recital to the effect that the obligations thereunder are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, Participants, officers, employees or agents of the 4M Fund, and that only the 4M Fund Property or a specific portion thereof shall be bound, and such written instrument may contain any further similar recital which may be deemed appropriate; provided, however, that the omission of any recital pursuant to this Section 5.6 shall not operate to impose personal liability on any of the Trustees, Participants, officers, employees or agents of the 4M Fund.

5.7 Reliance on Experts, Etc. Each Trustee and each officer of the 4M Fund shall, in the performance of his duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other records of the 4M Fund, upon an opinion of counsel or upon reports made to the 4M Fund by any of its officers or employees or by the Adviser, the Administrator, the Custodian, accountants, appraisers or other experts or consultants selected with reasonable care by the Trustees or officers of the 4M Fund.

5.8 Liability Insurance. The Trustees shall maintain insurance for the protection of the 4M Fund Property and the Trustees, Participants, officers, employees and agents (not including Advisor, Administrator, or Custodian) of the 4M Fund in such amount as the Trustees shall deem adequate to cover all foreseeable tort and contract liability to the extent available at reasonable rates.

5.9 No Waiver. Nothing in this Declaration of Trust shall be construed as constituting the waiver of any immunity from liability available to the 4M Fund or the Trustees, Participants, officers, employees or agents of the 4M Fund pursuant to any applicable provision of Law.

ARTICLE VI

Interests of Participants

6.1 General. The beneficial interest of the Participants hereunder in the 4M Fund Property and the earnings thereon shall, for convenience of reference, be divided into Shares, which shall be used as units to measure the proportionate allocation to the respective Participants of the beneficial interest hereunder. The number of Shares that may be used to measure and represent the proportionate allocation of beneficial interest among the Participants is unlimited. All Shares shall be of one class representing equal distribution, liquidation and other rights. The beneficial interest hereunder measured by the Shares shall not entitle a Participant to preference, preemptive, appraisal, conversion, or exchange rights of any kind with respect to the 4M Fund or the 4M Fund Property. Title to the 4M Fund Property of every description and the right to conduct any affairs hereinbefore described are vested in the Trustees on behalf and for the beneficial interest, of the Participants, and the Participants shall have no interest therein other than the beneficial interest conferred hereby and measured by their Shares, and they shall have no right to call for any partition or division of any property, profits, rights, or interests of the 4M Fund nor can they be called upon to share or assume any losses of the 4M Fund or suffer an

assessment of any kind by virtue of the allocation of Shares to them, except as provided in Section 10.2 hereof.

6.2 Allocation of Shares

(a) The Trustees shall credit a Participant with additional Shares upon receipt of funds (including, without limitation, income from the investment of 4M Fund Property) for the account of such Participant, based on the net asset value per Share as determined pursuant to Section 10.1 hereof. In connection with any allocation of Shares, the Trustees may allocate fractional Shares. The Trustees may from time to time adjust the total number of Shares allocated without thereby changing the proportionate beneficial interests in the 4M Fund. Reductions or increases in the number of allocated Shares may be made in order to maintain a constant net asset value per Share as set forth in Section 10.2 hereof. Shares shall be allocated and reduced in numbers as whole Shares and/or one hundredths (1/100ths) of a Share or multiples thereof.

(b) Shares may be allocated only to a Municipality which has become a Participant of the 4M Fund in accordance with Section 1.2 hereof. Each Participant may establish more than one account within the 4M Fund for such Participant's convenience.

(c) The minimum amount of funds which may be placed in the 4M Fund by a Participant at any one time shall be as determined by the Trustees from time to time. Unless otherwise determined by the Trustees pursuant to this paragraph (c) of this Section 6.2, the minimum amount of funds which may be placed in the 4M Fund by a Participant at any one time shall be One Dollar (\$1.00).

6.3 Evidence of Share Allocation. Evidence of Share allocation shall be reflected in the Share Register maintained by or on behalf of the 4M Fund pursuant to Section 7.1 hereof, and the 4M Fund shall not be required to issue certificates as evidence of Share allocation.

6.4 Reduction in Number of Shares to Maintain Constant Net Asset Value. The Shares of the 4M Fund shall be subject to reduction in number pursuant to the procedure for reduction of outstanding Shares set forth in Section 10.2 hereof in order to maintain the constant net-asset value per Share.

6.5 Withdrawals. Funds may be withdrawn from the 4M Fund at the option of a Participant, upon and subject to the terms and conditions provided in this Declaration of Trust. The 4M Fund shall, upon application of any Participant, promptly pay to such Participant the amount requested and shall reduce the number of Shares allocated to such Participant to the number of Shares which shall reflect such Participant's proportionate interest in the net assets of the 4M Fund after such withdrawal of funds. The procedures for effecting a withdrawal shall be as adopted by the Trustees and as set forth in the Information Statement of the 4M Fund, as the same may be amended from time to time; provided, however, that such procedures shall not be structured so as to substantially and materially restrict the ability of the Participants to withdraw funds from the 4M Fund.

6.6 Suspension of Right of Withdrawal; Postponement of Payment. Each Participant, by its adoption of this Declaration of Trust, agrees that the Trustees may, without the necessity of a formal meeting of the Trustees, temporarily suspend the right of withdrawal or postpone the date of payment pursuant to withdrawal requests for the whole or any part of any period (i) during which there shall have occurred any state of war, national emergency, banking moratorium or suspension of payments by banks in the State of Minnesota or any general suspension of trading or limitation of prices on the New York or American Stock Exchange (other than customary week-end

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and holiday closing) or (ii) during which any financial emergency situation exists as a result of which disposal by the 4M Fund of 4M Fund Property is not reasonably practicable because of the substantial losses which might be incurred or it is not reasonably practicable for the 4M Fund fairly to determine the value of its net assets. Such suspension or postponement shall not alter or affect a Participant's beneficial interest hereunder as measured by its Shares or the accrued interest and earnings thereon. Such suspension or payment shall take effect at such time as the Trustees shall specify but not later than the close of business on the business day next following the declaration of suspension, and thereafter there shall be no right of withdrawal or payment until the Trustees shall declare the suspension or postponement at an end, except that the suspension or postponement shall terminate in any event on the first day on which the period specified in clause (i) or (ii) above shall have expired (as to which, the determination of the Trustees shall be conclusive). In the case of a suspension of the right of withdrawal or a postponement of payment pursuant to withdrawal requests, a Participant may either (i) withdraw its request for withdrawal or (ii) receive payment based on the net asset value existing after the termination of the suspension.

6.7 Minimum Withdrawal. There shall be no minimum amount which may be withdrawn from the 4M Fund at any one time at the option of a Participant; provided, however, that no request by a Participant for the withdrawal of less than one dollar (\$1.00) need be honored.

6.8 Defective Withdrawal Requests. In the event that a Participant shall submit a request for the withdrawal of a greater amount than is then credited to the account of such Participant, such request shall not be honored, and each Participant, by its adoption of this Declaration of Trust, agrees that the Trustees shall have full and complete power to withdraw funds from the account of a Participant, and to reduce proportionately the number of Shares allocated to such Participant in accordance with Section 6.5 hereof, in an amount sufficient to reimburse the 4M Fund for any fees, expenses, costs or penalties actually incurred by the 4M Fund as a result of such defective withdrawal request.

6.9 Allocation of Certain Expenses. Each Participant will, at the discretion of the 4M Fund, indemnify the 4M Fund against all expenses and losses resulting from indebtedness incurred on that Participant's behalf under Section 4.2(iv)(b) or (c) hereof. Each Participant authorizes the Trustees to reduce its Shares to the number of Shares which reflects that Participant's proportionate interest in the net assets of the 4M Fund after allocation of those expenses and losses to it.

ARTICLE VII

Record of Shares

7.1 Share Register. The Share Register shall be kept by or on behalf of the Trustees, under the direction of the Trustees, and shall contain (i) the names and addresses of the Participants, (ii) the number of Shares representing their respective beneficial interests hereunder and (iii) a record of all allocations and reductions thereof. Such Share Register shall be conclusive as to the identity of the Participants to which the Shares are allocated. Only Participants whose allocation of Shares is recorded on such Share Register shall be entitled to receive distributions with respect to Shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interest hereunder represented by the Shares. No Participant shall be entitled to receive any distribution, nor to have notices given to it as herein provided, until it has given its appropriate address to such officer or agent of the Fund as shall keep the Share Register for entry

thereon.

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7.2 Registrar. The Trustees shall have full and complete power to employ a registrar. Unless otherwise determined by the Trustees, the Share Register shall be kept by the Administrator which shall serve as the registrar for the 4M Fund. The registrar shall record the original allocations of Shares in the Share Register. Such registrar shall perform the duties usually performed by registrars of certificates and shares of stock in a corporation, except as such duties may be modified by the Trustees.

7.3 Owner of Record. No Person becoming entitled to any Shares in consequence of the merger, reorganization, consolidation, bankruptcy or insolvency of any Participant or otherwise, by operation of Law, shall be recorded as the Participant to which such Shares are allocated and shall only be entitled to receive for such Shares the amount credited to the account of the Participant whose beneficial interest in the 4M Fund is represented by such Shares. Until the Person becoming entitled to receive such amount shall apply for the payment thereof and present any proof of such entitlement as the Trustees may in their sole discretion deem appropriate, the Participant of record to which such Shares are allocated shall be deemed to be the Participant to which such Shares are allocated for all purposes hereof, and neither the Trustees nor the registrar nor any officer or agent of the 4M Fund shall be affected by any notice of such merger, reorganization, consolidation, bankruptcy, insolvency or other event.

7.4 No Transfers of Shares. The beneficial interests measured by the Shares shall not be transferrable, in whole or in part, other than to the 4M Fund itself for purposes of effectuating a withdrawal of funds.

7.5 Limitation of Fiduciary Responsibility. The Trustees shall not, nor shall the Participants or any officer, registrar or other agent of the 4M Fund, be bound to see to the execution of any trust, express, implied or constructive, or of any charge, pledge or equity to which any of the Shares or any interest therein are subject, or to ascertain or inquire whether any withdrawal of funds by any Participant or its representatives is authorized by such trust, charge, pledge or equity, or to recognize any Person as having any interest therein except the Participant recorded as the Participant to which such Shares are allocated. The receipt of the Participant in whose name any Share is recorded or of the duly authorized agent of such Participant shall be a sufficient discharge for all moneys payable or deliverable in respect of such Shares and from all liability to see to the proper application thereof.

7.6 Notices. Any and all notices to which Participants hereunder may be entitled and any and all communications shall be deemed duly served or given if mailed, postage pre-paid, addressed to Participants of record at their last known post office addresses as recorded on the Share Register provided for in Section 7.1 hereof.

ARTICLE VIII

Participants

8.1 Voting. Each Participant shall be entitled to one vote as a matter of right with respect to the following matters: (i) amendment of this Declaration of Trust or termination of the 4M Fund as provided in Section 4.3 and Section 13.1 hereof; and (ii) reorganization of the 4M Fund as provided in Section 13.2 hereof. It shall not be necessary for any minimum number of Shares to be allocated to a Participant for the Participant to be entitled to vote. Participants shall not be entitled to cumulative voting with respect to any matter.

8.2 Right to Initiate a Vote of the Participants. The Participants shall, by an instrument or concurrent instruments in writing delivered to the Board of Trustees signed by at least ten percent (10%) of the Participants, have the right to initiate a vote of the Participants as to any matter described in clause (i) or clause (ii) of Section 8.1 hereof. Within twenty (20) days of receipt of such instrument or instruments, the Board of Trustees shall cause a ballot to be sent to each Participant, setting forth the matter to be voted on and the manner in which such ballots should be executed and delivered.

8.3 Inspection of Records. The records of the 4M Fund shall be open to inspection at all reasonable times pursuant to Minnesota Statutes, Chapter 13.

8.4 Meetings of Participants.

(a) Meetings of the Participants may be called at any time by a majority of the Trustees and shall be called by any Trustee upon written request of not less than ten percent (10%) of the Participants, such request specifying the purpose or purposes for which such meeting is to be called. Any such meeting shall be held within the State of Minnesota at such place, on such day and at such time as the Trustees shall designate.

(b) A majority of the Participants entitled to vote at such meeting present in person (including, if permitted by applicable Law, participation by conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other) or by proxy shall constitute a quorum at any meeting of Participants.

8.5 Notice of Meetings and Votes. Notice of all meetings of the Participants, stating the time, place and purposes of the meeting, and notice of any vote without a meeting, stating the purpose and method thereof shall be given by the Trustees by mail to each Participant at its registered address, mailed at least ten (10) days and not more than thirty (30) days before the meeting or the day by which votes must be cast. Only the business stated in the notice of a meeting shall be considered at such meeting. Any adjourned meeting may be held as adjourned without further notice. Any notice required by any "open meeting", "sunshine" or similar law, whether now or hereafter in effect, shall also be given.

8.6 Record Date for Meetings and Votes. For the purposes of determining the Participants that are entitled to vote or act at any meeting or any adjournment thereof, or who are entitled to participate in any vote, or for the purpose of any other action, the Trustees may from time to time fix a date not more than thirty (30) days prior to the date of any meeting or vote of Participants or other action as a record date for the determination of Participants entitled to vote at such meeting or any adjournment thereof or to cast a ballot in such vote or to be treated as Participants of record for purposes of such other action. Any Participant which was a Participant at the time so fixed shall be entitled to vote at such meeting or any adjournment thereof, or to cast a ballot in such vote, even though it then had no Shares allocated to it or has since that date redeemed its Shares. No Participant becoming such after that date shall be so entitled to vote at such meeting or any adjournment thereof or to cast a ballot in such vote or to be treated as a Participant of record for purposes of such other action.

8.7 Proxies. At any meeting of Participants, if permitted by applicable Law, any Participant entitled to vote thereat may vote by proxy, provided that no proxy shall be voted at any meeting unless it shall have been placed on file with the Secretary of the 4M Fund, or with such other officer or agent of the 4M Fund as the Secretary of the 4M Fund may direct, for verification prior to the time at which such vote shall be taken. Pursuant to a resolution of a

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majority of the Trustees, proxies may be solicited in the name of one or more of the officers of the 4M Fund. All proxies shall be revocable at the option of the Participant.

8.8 Number of Votes. Only Participants of record shall be entitled to vote and each Participant shall be entitled to one vote without regard to the number of Shares allocated to it, if any. A proxy purporting to be executed by or on behalf of a Participant shall be deemed valid unless challenged at or prior to its exercise, and the burden of proving invalidity shall rest on the challenger.

8.10 Reports. The Trustees shall cause to be prepared at least annually (i) a report of operations containing a statement of assets and liabilities and statements of operations and of changes in net assets of the 4M Fund prepared in conformity with generally accepted accounting principals and (ii) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the 4M Fund made in accordance with generally accepted auditing standards. A signed copy of such report and opinion shall be filed with the Trustees within ninety (90) days after the close of the period covered thereby. Copies of such reports shall be mailed to all Participants of record within a reasonable period preceding the annual meeting or vote of the Participants. The Trustees shall, in addition, furnish to the Participants, at least quarterly, an interim report containing an unaudited balance sheet of the Fund as at the end of such quarterly period and statements of operations and changes in net assets for the period from the beginning of the then current fiscal year to the end of such quarterly period.

ARTICLE IX

Trustees and Officers

9.1 Number and Qualification.

(a) Subject to the power of the Participants to amend this Declaration of Trust, the Board of Directors of the League of Minnesota Cities shall act as the initial governing body of the 4M Fund and shall be the Board of Trustees. The by-laws and constitution of the League of Minnesota Cities shall govern the operation and make-up of the Trustees and Officers of the 4M Fund.

(b) The Trustees, in their capacity as Trustees, shall not be required to devote their entire time to the business and affairs of the 4M Fund.

(c) The Executive Director of the League of Minnesota Cities may be an ex officio non-voting member of the Board of Trustees.

9.2 Meetings.

(a) Meetings of the Trustees shall be held from time to time upon the call of the Chairman, the Vice Chairman, the Secretary or any two trustees. Regular meetings of the Trustees may be held without call or notice at a time and place fixed by the By-Laws or by resolution of the Trustees. Notice of any other meeting shall be mailed or otherwise given not less than 48 hours before the meeting but may be waived in writing by any Trustee either before or after such meeting. Any notice required by any "open meeting", "sunshine" or similar Law, whether now or hereafter in effect, shall also be given. The attendance of a Trustee at a meeting shall constitute a waiver of notice of such meeting except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting has not

been lawfully called or convened. The Trustees may act with or, if permitted by applicable Law, without a meeting. A quorum for all meetings of the Trustees shall be a majority of the Trustees. Subject to Section 2.14 hereof and unless specifically provided otherwise in this Declaration of Trust, any action of the Trustees may be taken at a meeting by vote of a majority of the Trustees present (a quorum being present) or, if permitted by applicable Law, without a meeting, by written consents of a majority of the Trustees. Any agreement or other instrument or writing executed by one or more of the Trustees or by any authorized Person shall be valid and binding upon the Trustees and upon the 4M Fund when authorized or ratified by action of the Trustees as provided in this Declaration of Trust.

(b) Any committee of the Trustees may act with or without a meeting. A quorum for all meetings of any such committee shall be a majority of the members thereof. Notice of such meeting, including such notice as may be required by an "open meeting", "sunshine" or similar Law, shall be given as provided in Section 9.2(a). Unless otherwise specifically provided in this Declaration of Trust, any action of any such committee may be taken at a meeting by vote of a majority of the members present (a quorum being present) or, without a meeting, by written consent of a majority of the members.

(c) With respect to actions of the Trustees and any committee thereof, Trustees who are affiliated within the meaning of Section 2.14 hereof or otherwise interested in any action to be taken may be counted for quorum purposes under this Section 9.2 and shall be entitled to vote.

(d) All or any one or more Trustees may, if permitted by applicable Law, participate in a meeting of the Trustees or any committee thereof by utilizing conference telephone or similar communications equipment by means of which all persons participating in the meeting, including members of the public, can hear each other and participate in a meeting pursuant to such communications shall constitute presence in person at such meeting. The minutes of any meeting of Trustees held by utilizing such communications equipment shall be prepared in the same manner as those of a meeting of Trustees held in person.

9.3 Officers. The Officers of the 4M Fund shall be the same as the officers of the Board of Directors of the League of Minnesota Cities. The executive director of the League of Minnesota Cities shall act as secretary of the 4M Fund. The Trustees may elect or appoint, such other officers or agents, who shall have such powers, duties and responsibilities as the Trustees may deem to be advisable and appropriate.

9.4 Committees. The Trustees may elect from time to time from their own number committees consisting of one or more persons, the number composing such committees and the powers conferred upon the same to be determined by vote of the Trustees.

9.5 Reports. The Trustees shall cause to be prepared at least annually (i) a report of operations containing a statement of assets and liabilities and statements of operations and of changes in net assets of the 4M Fund prepared in conformity with generally accepted accounting principles and (ii) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the 4M Fund made in accordance with generally accepted auditing standards. A signed copy of such report and opinion shall be filed with the Trustees within ninety (90) days after the close of the period covered thereby. Copies of such reports shall be mailed to all Participants of record within a reasonable period preceding the annual election of Trustees. The Trustees shall, in addition, furnish to the Participants, at least quarterly, an interim report containing an unaudited balance sheet of the 4M Fund as at the end of such quarterly period and statements of operations and changes in net assets for the period from

the beginning of the then current fiscal year to the end of such quarterly period.

ARTICLE X

Determination of Net Asset Value and Net Income; Distributions to Participants

10.1 Net Asset Value. The net asset value of each allocated Share of the 4M Fund shall be determined once on each business day at such time as the Trustees by resolution may determine. The method of determining net asset value shall be established by the Trustees and shall be set forth in the Information Statement as the same may be amended from time to time. The duty to make the daily calculations may be delegated by the Trustees to the Adviser, the Administrator, the Custodian or such other Person as the Trustees by resolution may designate.

10.2 Constant Net Asset Value; Reduction of Allocated Shares.

(a) The Trustees shall have full and complete power to determine the net income (including unrealized gains and losses on the portfolio assets) of the 4M Fund once on each business day as provided in Section 10.1 hereof and, upon each such determination such net income shall be credited proportionately to the accounts of the Participants in such a manner, and with the result, that the net asset value per Share of the 4M Fund shall remain at a constant dollar value. The accounting method used for the determination of the net income of the 4M Fund and the crediting thereof proportionately to the respective accounts of the Participants shall be determined by the Trustees and shall be set forth in the Information Statement as the same may be amended from time to time. The duty to make the daily calculations may be delegated by the Trustees to the Adviser, the Administrator, the Custodian or such other Person as the Trustees by resolution may designate. Fluctuations in value will be reflected in the number of Shares allocated to each Participant. If there is a net loss, the Trustees shall first offset such amount against income accrued to each Participant. To the extent that such a net loss exceeds such accrued income, the Trustees shall reduce the aggregate number of the 4M Fund's allocated Shares in an amount equal to the amount required in order to permit the net asset value per Share of the 4M Fund to be maintained at a constant dollar value by having each Participant contribute to the 4M Fund its pro rata portion of such number of Shares. Each Participant will be deemed to have agreed to such reduction in such circumstances by its investment in the 4M Fund and its adoption of this Declaration of Trust. The purpose of the foregoing procedure is to permit the net asset value per Share of the 4M Fund to be maintained at a constant dollar value per Share.

(b) The Trustees may discontinue or amend the practice of attempting to maintain the net asset value per Share at a constant dollar amount at any time and such modification shall be evidenced by appropriate changes in the Information Statement as the same may be amended from time to time.

10.3 Supplementary Distributions to Participants. In addition to withdrawals made at the request of individual Participants pursuant to Section 6.5 hereof, the Trustees may from time to time also declare and make to the Participants, in proportion to their respective allocation of Shares, out of the earnings, profits or assets in the hands of the Trustees, such supplementary distributions and the determination of earnings, profits, and other funds and assets available for supplemental distributions and other purposes shall lie wholly in the discretion of the Trustees and may be made at such time and in such manner as the Trustees may in their sole discretion from time to time determine. Any or all such supplementary distributions may be made among the Participants of record at the time of declaring a distribution or among the Participants of record at such other date as the Trustees shall determine.

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10.4 Retained Reserves. The Trustees may retain from the gross income of the 4M Fund such amount as they may deem necessary to pay the debts and expenses of the 4M Fund and to meet other obligations of the 4M Fund, and the Trustees shall also have the power to establish such reasonable reserves as they believe may be required.

ARTICLE XI

Custodian

11.1 Duties. The Trustees shall employ a bank or trust company organized under the Laws of the United States of America or the State of Minnesota having an office in the State of Minnesota and having a capital and surplus aggregating at least twenty-five million dollars (\$25,000,000) as Custodian with authority as its agent, but subject to such restrictions, limitations and other requirements, if any, as may be contained in the By-Laws of the 4M Fund to perform the duties set forth in the Custodian Agreement to be entered into between the 4M Fund and the Custodian, or as may be imposed by Law.

11.2 Appointment. The Trustees shall have the power to select and appoint the Custodian for the 4M Fund. The Custodian Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the 4M Fund on sixty (60) days' written notice to the Custodian.

11.3 Custodian Agreement. In addition to containing such other provisions as the Trustees may deem appropriate, the Custodian Agreement shall provide that all investments constituting 4M Fund Property shall be held in safekeeping in the manner required by Law, including, without limitation, Minnesota Statutes, Section 475.66, Subdivision 2.

11.4 Agents of Custodian. The Trustees may also authorize the Custodian to employ one or more agents from time to time to perform such of the acts and services of the Custodian and upon such terms and conditions, as may be agreed upon between the Custodian and such agent and approved by the Trustees; provided, however, that, in every case, such agent shall be a bank or trust company organized under the Laws of the United States of America or one of the States thereof having capital and surplus aggregating at least twenty-five million dollars (\$25,000,000).

11.5 Successors. In the event that, at any time, the Custodian shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement, the Trustees shall appoint a successor thereto.

11.6 Custodian as Depository for Participants. Each Participant hereby designates the Custodian as a depository for funds of the Participant.

ARTICLE XII

Recording of Declaration of Trust

12.1 Recording. This Declaration of Trust and any amendment hereto shall be filed,

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recorded or lodged as a document of public record in such place or places and with such official or officials as may be required by Law or as the Trustees may deem desirable. Each amendment so filed, recorded or lodged shall be accompanied by a certificate signed and acknowledged by a Trustee stating that such action was duly taken in the manner provided for herein; and unless such amendment or such certificate sets forth some earlier or later time for the effectiveness of such amendment, such amendment shall be effective upon its filing. An amended Declaration of Trust, containing or restating the original Declaration and all amendments theretofore made, may be executed any time or from time to time by a majority of the Trustees and shall, upon filing, recording or lodging in the manner contemplated hereby, be conclusive evidence of all amendments contained therein and may thereafter be referred to in lieu of the original Declaration of Trust and the various amendments thereto. Notwithstanding the foregoing provisions of this Section 12.1, no filing or recordation pursuant to the terms of this Section 12.1 shall be a condition precedent to the effectiveness of this Declaration of Trust or any amendment hereto.

ARTICLE XIII

Amendment or Termination of 4M Fund; Duration of Fund

13.1 Amendment or Termination.

(a) The provisions of this Declaration of Trust may be amended or altered (except as to the limitations on personal liability of the Participants and Trustees and the prohibition of assessments upon Participants), or the 4M Fund may be terminated, at any meeting of the Participants or pursuant to any vote of the Participants called for that purpose, by the affirmative vote of a majority of the Participants entitled to vote, or if permitted applicable Law, by an instrument or instruments in writing, without a meeting, signed by a majority of the Trustees and a majority of the Participants; provided, however, that the Trustees may, from time to time by a two-thirds vote of the Trustees, and after fifteen (15) days' prior written notice to the Participants, amend or alter the provisions of this Declaration of Trust, without the vote or assent of the Participants, amend or alter the provisions of this Declaration of Trust, without the vote or assent of the Participants, to the extent deemed by the Trustees in good faith to be necessary to conform this Declaration to the requirements of applicable Laws or regulations or any interpretation thereof by a court or other governmental agency or competent jurisdiction, but the Trustees shall not be liable for failing to do so. Notwithstanding the foregoing, (i) no amendment may be made pursuant to this Section 13.1 which would change any rights with respect to any allocated Shares of the 4M Fund by reducing the amount payable thereon upon liquidation of the 4M Fund or which would diminish or eliminate any voting rights of the Participants, except with the vote or written consent of two-thirds of the Participants entitled to vote thereon; and (ii) no amendment may be made which would cause any of the investment restrictions contained in Section 4.2 hereof to be less restrictive without the affirmative vote of a majority of the Participants entitled to vote thereon.

(b) Upon the termination of the 4M Fund pursuant to this Section 13.1:

(i) The 4M Fund shall carry on no business except for the purpose of winding up its affairs;

(ii) The Trustees shall proceed to wind up the affairs of the 4M Fund and all of the powers of the Trustees under this Declaration of Trust shall continue until the affairs of the 4M Fund shall have been wound up, including, without limitation, the power to fulfill or discharge the contracts of the 4M Fund, collect its assets, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining 4M Fund Property to one or more persons

at public or private sale for consideration which may consist in whole or in part of cash, securities or the property of any kind, discharge or pay its liabilities, and do all other acts appropriate to liquidate its affairs; provided, however, that any position of all or substantially all of the 4M Fund Property shall require approval of the principal terms of the transaction and the nature and amount of the consideration by affirmative vote of not less than a majority of the Participants entitled to vote thereon; and

(iii) After paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities and refunding agreements, as they deem necessary for their protection, the Trustees may distribute the remaining 4M Fund Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate allocation of Shares.

(c) Upon termination of the 4MFund and distribution to the Participants as herein provided, a majority of the Trustees shall execute and lodge among the records of the 4M Fund an instrument in writing setting forth the fact of such termination, and the Trustees shall thereupon be discharged from all further liabilities and duties hereunder, and the right, title and interest of all Participants shall cease and be cancelled and discharged.

(d) A certification in recordable form signed by a majority of the Trustees setting forth an amendment and reciting that it was duly adopted by the Participants or by the Trustees as aforesaid or a copy of the Declaration, as amended, in recordable form, and executed by a majority of the Trustees, shall be conclusive evidence of such amendment.

13.2 Power to Effect Reorganization. If permitted by applicable Law, the Trustees, by vote or written approval of a majority of the Trustees, may select, or direct the organization of, a corporation, association, trust or other Person with which the 4M Fund may merge, or which shall take over the 4M Fund Property and carry on the affairs of the 4M Fund, and after receiving an affirmative vote of not less than a majority of the Participants entitled to vote at any meeting of the Participants, the notice for which includes a statement of such proposed action, the Trustees may effect such merger or may sell, convey and transfer the 4M Fund Property to any such corporation, association, trust or other Person in exchange for cash or shares or securities thereof, or beneficial interest therein with the assumption by such transferee of the liabilities of the 4M Fund; and thereupon the Trustees shall terminate the 4M Fund and deliver such cash, shares, securities or beneficial interest ratably among the participants of this 4M Fund.

13.3 Duration. The 4M Fund shall continue in existence in perpetuity, subject in all respects to the provisions of the Article XIII. ✓

ARTICLE XIV

Miscellaneous

14.1 Governing Law. This Declaration of Trust is executed by the Initial Participants and delivered in the State of Minnesota and with reference to the Laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the Laws of said State of Minnesota.

14.2 Counterparts. This Declaration of Trust may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

14.3 Reliance by Third Parties. Any certificate executed by an individual who, according to the records of the 4M Fund, or of any official or public body or office in which this Declaration of Trust may be recorded, appears to be a Trustee hereunder or the Secretary or the Treasurer of the 4M Fund, certifying to: (i) the number or identity of Trustees or Participants; (ii) the due authorization of the execution of any instrument or writing; (iii) the form of any vote passed at a meeting of Trustees or Participants or taken pursuant to a vote of Participants; (iv) the fact that the number of Trustees or Participants present at any meeting or executing any written instrument satisfies the requirements of this Declaration of Trust; (v) the form of any By-Law adopted by or the identity of any officers elected by the Trustees; or (vi) the existence of any fact or facts which in any manner relate to the affairs of the 4M Fund, shall be conclusive evidence as to the matters so certified in favor of any Person dealing with the Trustees or any of them or the 4M Fund and the successors of such Person.

14.4 Provisions in Conflict with Law. The provisions of this Declaration of Trust are severable, and if the Trustees shall determine, with the advice of counsel, that any one of more of such provisions (the "Conflicting Provisions") are in conflict with applicable federal or Minnesota Laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Declaration of Trust; provided, however, that such determination by the Trustees shall not affect or impair any of the remaining provisions of this Declaration of Trust or render invalid or improper any action taken or omitted (including, but not limited to, the election of Trustees) prior to such determination.

14.5 Gender; Section Headings.

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of this Declaration of Trust and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of references and shall neither constitute a part of this Declaration of Trust nor affect its meaning, construction or effect.

14.6 Adoption by Municipalities Electing to Become Additional Participants; Resignation of Participants.

(a) Any Municipality meeting the requirements of Section 1.2 hereof, may become an additional Participant of this 4M Fund by (i) taking any appropriate official action to adopt this Declaration of Trust, (ii) furnishing the Trustees with satisfactory evidence that such official action has been taken, and (iii) if requested by the Trustees, providing the Trustees with an opinion of counsel to the effect that such party desiring to become a Participant of the 4M Fund is a Municipality as defined herein. A copy of this Declaration of Trust may be adopted by executing a written instrument of adoption in such form as may be prescribed by the Trustees. Delivering an acknowledged copy of such instrument shall constitute satisfactory evidence of the adoption contemplated by this Section 14.6.

(b) Any Participant may resign and withdraw from the 4M Fund by sending a written notice to such effect to the Chairman of the 4M Fund and the Administrator and by requesting the withdrawal of all funds then credited to its account within the 4M Fund. The written notice shall be in the form of a certified resolution of the Municipality Board or Council of the Participant, stating the Municipality Board or Council's intention to resign from the 4M Fund.

Such resignation and withdrawal shall become effective upon the receipt thereof by the Chairman of the 4M Fund and the Administrator. No resignation and withdrawal by a Participant shall operate to annul this Declaration of Trust or terminate the existence of the 4M Fund.

IN WITNESS WHEREOF, the undersigned Municipalities of the State of Minnesota, acting in the capacity of Initial Participants of the Minnesota Municipal Money Market Fund and pursuant to the authority granted by the Joint Powers Act, have executed this Declaration of Trust as of the 23rd day of March, 19 87, as of which date this Declaration of Trust shall take, and come into, full force and effect.

By Donald P. Slater
Its Executive Director

and _____
Its _____

By James F. Miller
Its City Manager

and James C. Donlin
Its Mayor

By _____
Its _____

and _____
Its _____

STATE OF MINNESOTA
FILED

APR 23 1987

Joan Anderson Howe
Secretary of State



Agenda Section:	Consent
Item:	VI_16
Report Date:	1/4/2024
Meeting Date:	1/9/2024

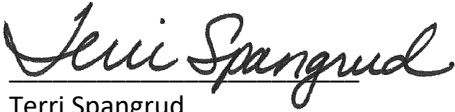
REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Request for Exemption from Lawful Gambling License – New Brighton Sportsmen’s Club	
DEPARTMENT HEAD’S APPROVAL: <u>gma</u>	CITY MANAGER’S APPROVAL: <u>DM</u>

Action Requested: <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Informational Form of Action: <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Contract/Agrmnt <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Other Votes Needed: <input type="checkbox"/> 3 votes <input type="checkbox"/> 4 votes <input type="checkbox"/> 5 votes <input checked="" type="checkbox"/> N/A

<u>Summary Statement:</u>	<ul style="list-style-type: none"> The New Brighton Sportsmen’s Club is applying for exemption from the state lawful gambling license to conduct a raffle on February 25, 2024 at the New Brighton Eagles Club.
<u>Recommendation(s):</u>	<ul style="list-style-type: none"> To take no action.
<u>Applicable Deadlines:</u>	<ul style="list-style-type: none"> The State Alcohol and Gambling Enforcement Division requires a minimum of 30 days for processing.
<u>Legislative History:</u>	<ul style="list-style-type: none"> Minnesota State law requires the City to sign the form before the applicant can submit their application to the Gambling Control Board. New Brighton City Code Chapter 5 Section 5-77 requires local permits for certain organizations conducting lawful gambling who are licensed or exempted from licensing within the City. This event does not meet the criteria to require a local permit.
<u>Strategic Priority:</u>	<input type="checkbox"/> Sustainable & Reliable Infrastructure <input type="checkbox"/> Operational Effectiveness <input type="checkbox"/> Environment & Sustainability <input type="checkbox"/> Diversity, Equity, & Inclusion <input type="checkbox"/> Livable Community <input checked="" type="checkbox"/> N/A
<u>Financial Impact:</u> Is there a financial consideration? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes: \$ _____ Financing Sources: <input type="checkbox"/> Budgeted <input type="checkbox"/> Budget Modification	

<input type="checkbox"/> New Revenue <input type="checkbox"/> Use of Reserves <input type="checkbox"/> Other	
<u>Attachments:</u>	1. <i>Excerpt Chapter 15 New Brighton City Code regarding Gambling</i>



Terri Spangrud
City Clerk

Article 4. Bingo

Repealed Ordinance No. 786 January 12, 2010

The City of New Brighton will follow the charitable gambling regulations that are set forth by the State of Minnesota.

Article 5. Gambling

Sec. 5-71. Authority and Purpose.

This article is adopted by the City pursuant to its authority under Minnesota Statutes Section 349.213 and such other authority as may apply. The purpose of this article is to regulate lawful gambling within the City, to prevent its commercialization, to ensure the integrity of operations, and to provide for the use of net profits only for lawful purposes.

Sec. 5-72. Definitions.

The definitions in this Section shall apply when these words and phrases are used in this Article.

- (1) ***Board.*** The State of Minnesota Gambling Control Board.
- (2) ***Licensed Organization.*** An organization that is licensed by the Board.
- (3) ***Local Permit.*** A permit issued by the City.
- (4) ***Trade Area.*** The cities of New Brighton, Columbia Heights, Saint Anthony, Roseville, Fridley, Mounds View, and Arden Hills.

Sec. 5-73. Adoption of State Law by Reference.

Except as otherwise herein limited and qualified, Minnesota Statutes Chapter 349, with reference to the definition of terms, conditions of operation, provisions relating to sales, and all other matters pertaining to lawful gambling are hereby adopted by the City by reference and are made a part of this article as if set out in full. It is the intent of the City Council that all future amendments of Minnesota Statutes Chapter 349 are hereby adopted by reference or referenced as if they had been in existence at the time this article was adopted.

Sec. 5-74. City May be More Restrictive than State Law.

The City Council is authorized by the provisions of Minnesota Statutes Section 349.213 to impose and has imposed in this article, additional restrictions on gambling within its limits beyond those contained in Minnesota Statutes Chapter 349.

Sec. 5-75. Applicability.

This article shall be construed to regulate all forms of lawful gambling within the City, with the exception of the following:

- (1) Bingo conducted within a nursing home or a senior citizen housing project or by a senior citizen organization if 1) the prizes for a single bingo game do not exceed \$10; 2) total prizes awarded at a single bingo occasion do not exceed \$200; 3) no more than two bingo occasions are held by the organization or at the facility each week; 4) only members of the organization or residents of the nursing home or housing project are allowed to play in a bingo game; 5) no compensation is paid for any persons who conduct the bingo; and 5) a manager is appointed to supervise the bingo;
- (2) Bingo conducted by an organization in conjunction with a county fair, state fair, or a civic celebration for no more than 12 consecutive days;
- (3) Bingo conducted by an organization on four or fewer days in a calendar year; and
- (4) Raffles conducted by an organization that does not award raffle prizes with a total value in excess of \$1,500 in a calendar year or \$5,000 if the organization is a 501(c)(3) organization.

Sec. 5-76. Lawful Gambling Permitted.

Lawful gambling is permitted within the City provided it is conducted in accordance with Minnesota Statutes Sections 609.75 – .763 and 349.11 – 349.23 and this article. Lawful gambling shall not be conducted unless all requirements set forth in this article and state statutes have been met.

Sec. 5-77. Local Permits.

- (1) No organization shall conduct lawful gambling excluded or exempted from state licensure requirements by Minnesota Statutes Section 349.166 without a valid local permit. This section shall not apply to lawful gambling exempted from local regulation by Section 5-75 of this article.
- (2) Applications for issuance or renewal of a local permit shall be on a form prescribed by the City. The application shall contain the following information:
 - (A) Name and address of the organization requesting the permit;
 - (B) Name and address of the officers and person accounting for receipts, expenses, and profits for the event;
 - (C) Dates of gambling occasion for which permit is requested;
 - (D) Address of premises where event will occur; and
 - (E) Estimated value of prizes to be awarded.

- (3) The fee for a local permit shall be \$100.00. The fee shall be submitted with the application for a local permit. This fee shall be refunded if the application is withdrawn before the investigation is commenced. No fee will be assessed for an off-site permit issued pursuant to Minnesota Statutes Section 349.165, subdivision 5.
- (4) Upon receipt of an application for issuance or renewal of a local permit, the City Clerk shall transmit the notification to the Director of Public Safety for review and recommendation.
- (5) The Director of Public Safety shall investigate the matter and make review and recommendation to the City Council as soon as possible, but in no event later than 45 days following receipt of the notification by the City.
- (6) The applicant shall be notified in writing of the date on which the City Council will consider the recommendation.
- (7) The City Council shall receive the Director of Public Safety's report and consider the application within 45 days of the date the application was submitted to the City Clerk.
- (8) The City Council shall deny an application for issuance or renewal of a local permit for any of the following reasons:
 - (A) Violation by the gambling organization of any state statute, state rule, or city ordinance relating to gambling within the last three years;
 - (B) Violation by the on-sale establishment, or organization leasing its premises for gambling, of any state statute, state rule, or city ordinance relating to the operation of the establishment, including, but not limited to, laws relating to the operation of the establishment, laws relating to alcoholic beverages, gambling, controlled substances, suppression of vice and protection of public safety within the last three years;
 - (C) Failure of the applicant to pay the local permit fee provided by this section within the prescribed time limit, if required; or
 - (D) Operation of gambling at the site would be detrimental to health, safety, and welfare of the community.

Otherwise the City Council shall approve the application.

Sec. 5-78. Revocation and Suspension of a Local Permit.

- (1) A local permit may be revoked, or temporarily suspended by the City Council for a violation by the gambling organization of any state statute, state rule, or city ordinance relating to gambling.
- (2) A local permit shall not be revoked or suspended until notice and an opportunity for a hearing have first been given by the City to the permitted person. The notice shall be

personally served or sent by certified mail. If the person refuses to accept notice, notice of the violation shall be served by posting it on the premises. The notice shall state the provision reasonably believed to be violated. The notice shall also state that the permitted person may demand a hearing on the matter, in which case the permit will not be suspended until after the hearing is held. If the permitted person requests a hearing, the City Council shall hold a hearing on the matter at least one week after the date on which the request is made. If, as a result of the hearing, the City Council finds that a violation exists, then it may suspend or revoke the permit.

Sec. 5-79. Notification of Material Changes to Local Permit Application.

An organization holding a local permit shall notify the City within 10 days in writing whenever any material change is made in the information submitted on the application.

Sec. 5-80. Designated Trade Area.

- (1) Each organization licensed to conduct lawful gambling within the City shall expend 5 – 40 percent of its lawful purpose expenditures on lawful purposes conducted within the City’s trade area.
- (2) This Section applies only to lawful purpose expenditures of gross profits derived from gambling conducted at a premises within the City’s jurisdiction.
- (3) The requirements of this Section shall not apply to organizations that were licensed by and have obtained a premises permit from the State Gambling Control Board to conduct lawful gambling at a premises within the City as of November 22, 2016. If the organization’s license or premise permit lapses, is terminated, suspended or revoked, it shall then be subject to the requirements of this Section for any lawful gambling that it conducts within the City, regardless of whether the lawful gambling is being conducted on the premises in which it was previously being conducted or a different premises.

Sec. 5-81. Application and Local Approval of Premises Permits.

- (1) **Permit Required.** Licensed lawful gambling shall not be conducted on a premises unless the organization conducting the lawful gambling has obtained a premises permit from the Board and has obtained all other permits and permissions as required by law, including but not limited to, a resolution from the City Council approving the permit. The resolution must have been adopted by the City Council within 90 days of the date of the application for the new permit.
- (B) **Local Notice.** An organization that obtains a premises permit from the Board shall provide the City with a copy of the permit within 10 days of its receipt of the permit.

Sec. 5-82. Records and Reporting.

- (1) Organizations conducting lawful gambling shall file with the city clerk one copy of all records and reports required to be filed with the Board, pursuant to Minnesota Statutes

Chapter 349, and rules adopted pursuant thereto. The records and reports shall be filed on or before the day they are required to be filed with the Board.

- (2) Organizations licensed by the Board shall file a report with the City proving compliance with the trade area spending requirements imposed by Section 5-80 of this article. Such report shall be made on a form prescribed by the City and shall be submitted annually and in advance of application for renewal.

Sec. 5-83. Permit Display.

All local permits and premises permits shall be prominently displayed at the premises where gambling is conducted. (Ordinance 847; 11-22-2016)



Agenda Section:	Consent
Item:	VI_17
Report Date:	1/4/2024
Meeting Date:	1/9/2024

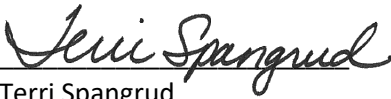
REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Request for Exemption from Lawful Gambling License – Irondale Band Boosters	
DEPARTMENT HEAD’S APPROVAL: <u>gma</u>	CITY MANAGER’S APPROVAL: <u>DM</u>

Action Requested: <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Informational Form of Action: <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Contract/Agrmnt <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Other Votes Needed: <input type="checkbox"/> 3 votes <input type="checkbox"/> 4 votes <input type="checkbox"/> 5 votes <input checked="" type="checkbox"/> N/A

<u>Summary Statement:</u>	<ul style="list-style-type: none"> The Irondale Band Boosters are applying for exemption from the state lawful gambling license to conduct a raffle on February 17, 2024 at Irondale High School.
<u>Recommendation(s):</u>	<ul style="list-style-type: none"> To take no action.
<u>Applicable Deadlines:</u>	<ul style="list-style-type: none"> The State Alcohol and Gambling Enforcement Division requires a minimum of 30 days for processing.
<u>Legislative History:</u>	<ul style="list-style-type: none"> Minnesota State law requires the City to sign the form before the applicant can submit their application to the Gambling Control Board. New Brighton City Code Chapter 5 Section 5-77 requires local permits for certain organizations conducting lawful gambling who are licensed or exempted from licensing within the City. This event does not meet the criteria to require a local permit.
<u>Strategic Priority:</u> <input type="checkbox"/> Sustainable & Reliable Infrastructure <input type="checkbox"/> Operational Effectiveness <input type="checkbox"/> Environment & Sustainability <input type="checkbox"/> Diversity, Equity, & Inclusion <input type="checkbox"/> Livable Community <input checked="" type="checkbox"/> N/A	
<u>Financial Impact:</u> Is there a financial consideration? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes: \$ _____ Financing Sources: <input type="checkbox"/> Budgeted <input type="checkbox"/> Budget Modification	

<input type="checkbox"/> New Revenue <input type="checkbox"/> Use of Reserves <input type="checkbox"/> Other	
<u>Attachments:</u>	1. <i>Excerpt Chapter 15 New Brighton City Code regarding Gambling</i>



Terri Spangrud
City Clerk

Article 4. Bingo

Repealed Ordinance No. 786 January 12, 2010

The City of New Brighton will follow the charitable gambling regulations that are set forth by the State of Minnesota.

Article 5. Gambling

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 - (A) Violation by the gambling organization of any state statute, state rule, or city ordinance relating to gambling within the last three years;
 - (B) Violation by the on-sale establishment, or organization leasing its premises for gambling, of any state statute, state rule, or city ordinance relating to the operation of the establishment, including, but not limited to, laws relating to the operation of the establishment, laws relating to alcoholic beverages, gambling, controlled substances, suppression of vice and protection of public safety within the last three years;
 - (C) Failure of the applicant to pay the local permit fee provided by this section within the prescribed time limit, if required; or
 - (D) Operation of gambling at the site would be detrimental to health, safety, and welfare of the community.

Otherwise the City Council shall approve the application.

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personally served or sent by certified mail. If the person refuses to accept notice, notice of the violation shall be served by posting it on the premises. The notice shall state the provision reasonably believed to be violated. The notice shall also state that the permitted person may demand a hearing on the matter, in which case the permit will not be suspended until after the hearing is held. If the permitted person requests a hearing, the City Council shall hold a hearing on the matter at least one week after the date on which the request is made. If, as a result of the hearing, the City Council finds that a violation exists, then it may suspend or revoke the permit.

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- (1) Each organization licensed to conduct lawful gambling within the City shall expend 5 – 40 percent of its lawful purpose expenditures on lawful purposes conducted within the City’s trade area.
- (2) This Section applies only to lawful purpose expenditures of gross profits derived from gambling conducted at a premises within the City’s jurisdiction.
- (3) The requirements of this Section shall not apply to organizations that were licensed by and have obtained a premises permit from the State Gambling Control Board to conduct lawful gambling at a premises within the City as of November 22, 2016. If the organization’s license or premise permit lapses, is terminated, suspended or revoked, it shall then be subject to the requirements of this Section for any lawful gambling that it conducts within the City, regardless of whether the lawful gambling is being conducted on the premises in which it was previously being conducted or a different premises.

Sec. 5-81. Application and Local Approval of Premises Permits.

- (1) **Permit Required.** Licensed lawful gambling shall not be conducted on a premises unless the organization conducting the lawful gambling has obtained a premises permit from the Board and has obtained all other permits and permissions as required by law, including but not limited to, a resolution from the City Council approving the permit. The resolution must have been adopted by the City Council within 90 days of the date of the application for the new permit.
- (B) **Local Notice.** An organization that obtains a premises permit from the Board shall provide the City with a copy of the permit within 10 days of its receipt of the permit.

Sec. 5-82. Records and Reporting.

- (1) Organizations conducting lawful gambling shall file with the city clerk one copy of all records and reports required to be filed with the Board, pursuant to Minnesota Statutes

Chapter 349, and rules adopted pursuant thereto. The records and reports shall be filed on or before the day they are required to be filed with the Board.

- (2) Organizations licensed by the Board shall file a report with the City proving compliance with the trade area spending requirements imposed by Section 5-80 of this article. Such report shall be made on a form prescribed by the City and shall be submitted annually and in advance of application for renewal.

Sec. 5-83. Permit Display.

All local permits and premises permits shall be prominently displayed at the premises where gambling is conducted. (Ordinance 847; 11-22-2016)



Agenda Section:	Consent
Item:	VI_18
Report Date:	1/4/2024
Meeting Date:	1/9/2024

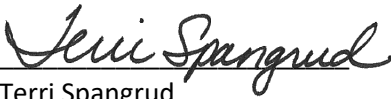
REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Request for Exemption from Lawful Gambling License – St. John the Baptist Catholic Church	
DEPARTMENT HEAD’S APPROVAL: <u>gma</u>	CITY MANAGER’S APPROVAL: <u>DM</u>

Action Requested: <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Informational Form of Action: <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Contract/Agrmnt <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Other Votes Needed: <input type="checkbox"/> 3 votes <input type="checkbox"/> 4 votes <input type="checkbox"/> 5 votes <input checked="" type="checkbox"/> N/A

<u>Summary Statement:</u>	<ul style="list-style-type: none"> St, John's is applying for exemption from the state lawful gambling license to conduct a raffle on February 3, 2024 at Ist. John the Baptist Catholic Church.
<u>Recommendation(s):</u>	<ul style="list-style-type: none"> To take no action.
<u>Applicable Deadlines:</u>	<ul style="list-style-type: none"> The State Alcohol and Gambling Enforcement Division requires a minimum of 30 days for processing.
<u>Legislative History:</u>	<ul style="list-style-type: none"> Minnesota State law requires the City to sign the form before the applicant can submit their application to the Gambling Control Board. New Brighton City Code Chapter 5 Section 5-77 requires local permits for certain organizations conducting lawful gambling who are licensed or exempted from licensing within the City. This event does not meet the criteria to require a local permit.
<u>Strategic Priority:</u> <input type="checkbox"/> Sustainable & Reliable Infrastructure <input type="checkbox"/> Operational Effectiveness <input type="checkbox"/> Environment & Sustainability <input type="checkbox"/> Diversity, Equity, & Inclusion <input type="checkbox"/> Livable Community <input checked="" type="checkbox"/> N/A	
<u>Financial Impact:</u> Is there a financial consideration? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes: \$ _____ Financing Sources: <input type="checkbox"/> Budgeted <input type="checkbox"/> Budget Modification	

<input type="checkbox"/> New Revenue <input type="checkbox"/> Use of Reserves <input type="checkbox"/> Other	
<u>Attachments:</u>	1. <i>Excerpt Chapter 15 New Brighton City Code regarding Gambling</i>



Terri Spangrud
City Clerk

Article 4. Bingo

Repealed Ordinance No. 786 January 12, 2010

The City of New Brighton will follow the charitable gambling regulations that are set forth by the State of Minnesota.

Article 5. Gambling

Sec. 5-71. Authority and Purpose.

This article is adopted by the City pursuant to its authority under Minnesota Statutes Section 349.213 and such other authority as may apply. The purpose of this article is to regulate lawful gambling within the City, to prevent its commercialization, to ensure the integrity of operations, and to provide for the use of net profits only for lawful purposes.

Sec. 5-72. Definitions.

The definitions in this Section shall apply when these words and phrases are used in this Article.

(1) ***Board.*** The State of Minnesota Gambling Control Board.

(2) ***Licensed Organization.*** An organization that is licensed by the Board.

(3) ***Local Permit.*** A permit issued by the City.

(4) ***Trade Area.*** The cities of New Brighton, Columbia Heights, Saint Anthony, Roseville, Fridley, Mounds View, and Arden Hills.

Sec. 5-73. Adoption of State Law by Reference.

Except as otherwise herein limited and qualified, Minnesota Statutes Chapter 349, with reference to the definition of terms, conditions of operation, provisions relating to sales, and all other matters pertaining to lawful gambling are hereby adopted by the City by reference and are made a part of this article as if set out in full. It is the intent of the City Council that all future amendments of Minnesota Statutes Chapter 349 are hereby adopted by reference or referenced as if they had been in existence at the time this article was adopted.

Sec. 5-74. City May be More Restrictive than State Law.

The City Council is authorized by the provisions of Minnesota Statutes Section 349.213 to impose and has imposed in this article, additional restrictions on gambling within its limits beyond those contained in Minnesota Statutes Chapter 349.

Sec. 5-75. Applicability.

This article shall be construed to regulate all forms of lawful gambling within the City, with the exception of the following:

- (1) Bingo conducted within a nursing home or a senior citizen housing project or by a senior citizen organization if 1) the prizes for a single bingo game do not exceed \$10; 2) total prizes awarded at a single bingo occasion do not exceed \$200; 3) no more than two bingo occasions are held by the organization or at the facility each week; 4) only members of the organization or residents of the nursing home or housing project are allowed to play in a bingo game; 5) no compensation is paid for any persons who conduct the bingo; and 5) a manager is appointed to supervise the bingo;
- (2) Bingo conducted by an organization in conjunction with a county fair, state fair, or a civic celebration for no more than 12 consecutive days;
- (3) Bingo conducted by an organization on four or fewer days in a calendar year; and
- (4) Raffles conducted by an organization that does not award raffle prizes with a total value in excess of \$1,500 in a calendar year or \$5,000 if the organization is a 501(c)(3) organization.

Sec. 5-76. Lawful Gambling Permitted.

Lawful gambling is permitted within the City provided it is conducted in accordance with Minnesota Statutes Sections 609.75 – .763 and 349.11 – 349.23 and this article. Lawful gambling shall not be conducted unless all requirements set forth in this article and state statutes have been met.

Sec. 5-77. Local Permits.

- (1) No organization shall conduct lawful gambling excluded or exempted from state licensure requirements by Minnesota Statutes Section 349.166 without a valid local permit. This section shall not apply to lawful gambling exempted from local regulation by Section 5-75 of this article.
- (2) Applications for issuance or renewal of a local permit shall be on a form prescribed by the City. The application shall contain the following information:
 - (A) Name and address of the organization requesting the permit;
 - (B) Name and address of the officers and person accounting for receipts, expenses, and profits for the event;
 - (C) Dates of gambling occasion for which permit is requested;
 - (D) Address of premises where event will occur; and
 - (E) Estimated value of prizes to be awarded.

- (3) The fee for a local permit shall be \$100.00. The fee shall be submitted with the application for a local permit. This fee shall be refunded if the application is withdrawn before the investigation is commenced. No fee will be assessed for an off-site permit issued pursuant to Minnesota Statutes Section 349.165, subdivision 5.
- (4) Upon receipt of an application for issuance or renewal of a local permit, the City Clerk shall transmit the notification to the Director of Public Safety for review and recommendation.
- (5) The Director of Public Safety shall investigate the matter and make review and recommendation to the City Council as soon as possible, but in no event later than 45 days following receipt of the notification by the City.
- (6) The applicant shall be notified in writing of the date on which the City Council will consider the recommendation.
- (7) The City Council shall receive the Director of Public Safety's report and consider the application within 45 days of the date the application was submitted to the City Clerk.
- (8) The City Council shall deny an application for issuance or renewal of a local permit for any of the following reasons:
 - (A) Violation by the gambling organization of any state statute, state rule, or city ordinance relating to gambling within the last three years;
 - (B) Violation by the on-sale establishment, or organization leasing its premises for gambling, of any state statute, state rule, or city ordinance relating to the operation of the establishment, including, but not limited to, laws relating to the operation of the establishment, laws relating to alcoholic beverages, gambling, controlled substances, suppression of vice and protection of public safety within the last three years;
 - (C) Failure of the applicant to pay the local permit fee provided by this section within the prescribed time limit, if required; or
 - (D) Operation of gambling at the site would be detrimental to health, safety, and welfare of the community.

Otherwise the City Council shall approve the application.

Sec. 5-78. Revocation and Suspension of a Local Permit.

- (1) A local permit may be revoked, or temporarily suspended by the City Council for a violation by the gambling organization of any state statute, state rule, or city ordinance relating to gambling.
- (2) A local permit shall not be revoked or suspended until notice and an opportunity for a hearing have first been given by the City to the permitted person. The notice shall be

personally served or sent by certified mail. If the person refuses to accept notice, notice of the violation shall be served by posting it on the premises. The notice shall state the provision reasonably believed to be violated. The notice shall also state that the permitted person may demand a hearing on the matter, in which case the permit will not be suspended until after the hearing is held. If the permitted person requests a hearing, the City Council shall hold a hearing on the matter at least one week after the date on which the request is made. If, as a result of the hearing, the City Council finds that a violation exists, then it may suspend or revoke the permit.

Sec. 5-79. Notification of Material Changes to Local Permit Application.

An organization holding a local permit shall notify the City within 10 days in writing whenever any material change is made in the information submitted on the application.

Sec. 5-80. Designated Trade Area.

- (1) Each organization licensed to conduct lawful gambling within the City shall expend 5 – 40 percent of its lawful purpose expenditures on lawful purposes conducted within the City’s trade area.
- (2) This Section applies only to lawful purpose expenditures of gross profits derived from gambling conducted at a premises within the City’s jurisdiction.
- (3) The requirements of this Section shall not apply to organizations that were licensed by and have obtained a premises permit from the State Gambling Control Board to conduct lawful gambling at a premises within the City as of November 22, 2016. If the organization’s license or premise permit lapses, is terminated, suspended or revoked, it shall then be subject to the requirements of this Section for any lawful gambling that it conducts within the City, regardless of whether the lawful gambling is being conducted on the premises in which it was previously being conducted or a different premises.

Sec. 5-81. Application and Local Approval of Premises Permits.

- (1) **Permit Required.** Licensed lawful gambling shall not be conducted on a premises unless the organization conducting the lawful gambling has obtained a premises permit from the Board and has obtained all other permits and permissions as required by law, including but not limited to, a resolution from the City Council approving the permit. The resolution must have been adopted by the City Council within 90 days of the date of the application for the new permit.
- (B) **Local Notice.** An organization that obtains a premises permit from the Board shall provide the City with a copy of the permit within 10 days of its receipt of the permit.

Sec. 5-82. Records and Reporting.

- (1) Organizations conducting lawful gambling shall file with the city clerk one copy of all records and reports required to be filed with the Board, pursuant to Minnesota Statutes

Chapter 349, and rules adopted pursuant thereto. The records and reports shall be filed on or before the day they are required to be filed with the Board.

- (2) Organizations licensed by the Board shall file a report with the City proving compliance with the trade area spending requirements imposed by Section 5-80 of this article. Such report shall be made on a form prescribed by the City and shall be submitted annually and in advance of application for renewal.

Sec. 5-83. Permit Display.

All local permits and premises permits shall be prominently displayed at the premises where gambling is conducted. (Ordinance 847; 11-22-2016)



Agenda Section:	Consent
Item:	VI_19
Report Date:	1/4/2024
Meeting Date:	1/9/2024

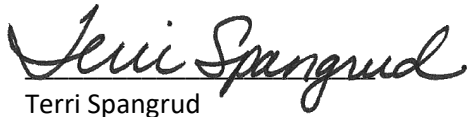
REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Application for Temporary On-Sale Liquor License – St. John the Baptist Catholic Church	
DEPARTMENT HEAD’S APPROVAL: <u>gma</u>	CITY MANAGER’S APPROVAL: <u>DM</u>

Action Requested: <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Informational Form of Action: <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Contract/Agrmnt <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Other Votes Needed: <input type="checkbox"/> 3 votes <input type="checkbox"/> 4 votes <input type="checkbox"/> 5 votes <input checked="" type="checkbox"/> N/A
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<u>Summary Statement:</u>	<ul style="list-style-type: none"> St. John the Baptist Catholic Church is applying for a temporary on-sale liquor license for their “Wine to Wishes” event. The event will be held and alcohol will be limited to Fellowship Hall inside their building. The parish respectfully requests the license fee be waived.
<u>Recommendation(s):</u>	<ul style="list-style-type: none"> To grant a temporary on-sale liquor license to St. John the Baptist Catholic Church for February 3, 2024 and waive the license fee.
<u>Applicable Deadlines:</u>	<ul style="list-style-type: none"> The State Alcohol and Gambling Enforcement Division requires a minimum of 30 days for processing.
<u>Legislative History:</u>	<ul style="list-style-type: none"> New Brighton City Code Chapter 4 regulates temporary on-sale liquor licenses.
<u>Strategic Priority:</u> <input type="checkbox"/> Sustainable & Reliable Infrastructure <input type="checkbox"/> Operational Effectiveness <input type="checkbox"/> Environment & Sustainability <input type="checkbox"/> Diversity, Equity, & Inclusion <input type="checkbox"/> Livable Community <input checked="" type="checkbox"/> N/A	
<u>Financial Impact:</u> Is there a financial consideration? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes: \$ _____ Financing Sources: <input type="checkbox"/> Budgeted <input type="checkbox"/> Budget Modification <input type="checkbox"/> New Revenue <input type="checkbox"/> Use of Reserves <input type="checkbox"/> Other	

<u>Attachments:</u>	1. <i>None</i>
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A handwritten signature in black ink, reading "Terri Spangrud". The signature is fluid and cursive, with the first name "Terri" and last name "Spangrud" clearly distinguishable.

Terri Spangrud
City Clerk

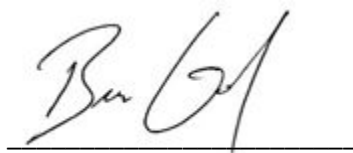
Agenda Section:	VII
Item:	1(a)
Report Date:	1/4/24
Meeting Date:	1/9/24

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consideration of a resolution conditionally approving the vacation of an unutilized roadway easement impacting property at 2310 Leona Drive	
DEPARTMENT HEAD’S APPROVAL: _____	CITY MANAGER’S APPROVAL: _____

<u>Summary Statement:</u>	<ul style="list-style-type: none"> In November of 2023, Nick Anderson applied for a subdivision of the land at 2310 Leona Drive. Details of this request were distributed to the City’s partnering agencies, and Ramsey County uncovered records of a heretofore unrecognized area of right-of-way over the eastern portion of the lot (33 feet). <p>As the land is concurrently being platted which will guarantee the City the right-of-way it needs in this corridor, staff and the planning commission find it is appropriate to vacate the old right-of-way contingent on approval and filing of the Lots on Leona plat (next agenda item).</p>
<u>Recommendation(s):</u>	<ul style="list-style-type: none"> Approval of a resolution conditionally vacating an unused roadway easements.
<u>Applicable Deadlines:</u>	<ul style="list-style-type: none"> 3/1/24 for all requests (ROW vacation, preliminary plat, and final plat).
<u>Legislative History:</u>	<ul style="list-style-type: none"> Existing home constructed in 1901 Anderson acquires the property in 2023 Application to subdivide received on 10/16/23 Ramsey County identifies old remnant ROW on the property in Nov 2023; applicant extends review deadline to 3/1/24 for all requests and begins process to request vacation of the remnant ROW

(cont.)	▪ Anderson submits a formal petition for ROW vacation on 12/13/23
Strategic Priority: <input checked="" type="checkbox"/> Sustainable & Reliable Infrastructure <input type="checkbox"/> Operational Effectiveness <input type="checkbox"/> Environment & Sustainability <input type="checkbox"/> Diversity, Equity, & Inclusion <input checked="" type="checkbox"/> Livable Community <input type="checkbox"/> N/A	
Financial Impact: Is there a financial consideration? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes: \$ _____ Financing Sources: <input type="checkbox"/> Budgeted <input type="checkbox"/> Budget Modification <input type="checkbox"/> New Revenue <input type="checkbox"/> Use of Reserves <input type="checkbox"/> Other	
Attachments:	1. Vacation Resolution



Ben Gozola, AICP
 Assistant Director of Community Assets and Development

RESOLUTION _____
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 ____ ayes and ____ nays.

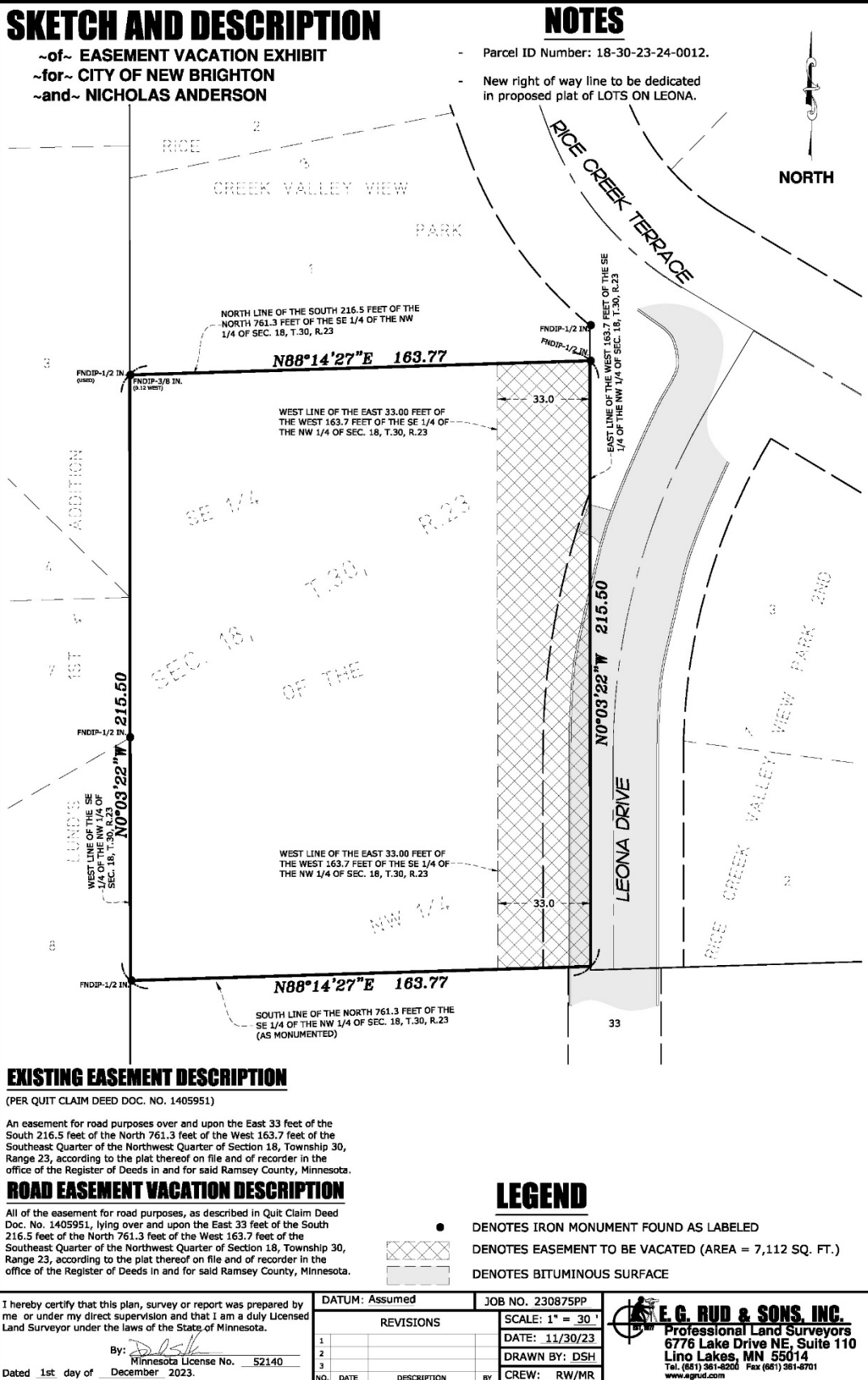
Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

Exhibit A





Agenda Section:	VIII
Item:	1
Report Date:	1/4/24
Commission Meeting Date:	1/9/24

REQUEST FOR COMMISISON CONSIDERATION

ITEM DESCRIPTION: Preliminary and Final Plat: Request from Nick Anderson to subdivide the property at 2310 Leona Drive into two lots meeting R-1 zoning standards; PID 18-30-23-24-0012.
DEPARTMENT HEAD'S APPROVAL: <i>C6S</i>
CITY MANAGER'S APPROVAL: <i>DM</i>
No comments to supplement this report <input type="checkbox"/> Comments attached <input type="checkbox"/>

15.99 Deadline: 3/1/24 for all requests

- Recommendations:**
- Both the Planning Commission and Staff believe these requests can be approved with conditions.
 - The initial motion for debate, resolution findings, and resolution conditions can be found on pages 12 – 14.

- Legislative History:**
- Existing home constructed in 1901
 - Anderson acquires the property in 2023
 - Application to subdivide received on 10/16/23
 - Ramsey County identifies old remnant ROW on the property in Nov 2023; applicant extends review deadline to 3/1/24 for all requests, and begins the process to concurrently request vacation of the remnant ROW.

- Financial Impact:**
- None

Summary: Nick Anderson is seeking authorization to subdivide his property at 2310 Leona Drive into two parcels. Both parcels will be conforming to R-1 zoning requirements in terms of area and width. Conditions of approval can address existing encroachments into the right-of-way and rectifying an illegal fence. A separate vacation process [Item VII(1)], if approved, will have already addressed the vacation of old/unused ROW across the front of the property.

- Attachments:**
- 1) *Staff Report*
 - 2) *Engineers Memo*
 - 3) *Attorney's Plat Opinion Letter*
 - 4) *Resolution*
 - 5) *City Maps*
 - 6) *Preliminary Plat*
 - 7) *Final Plat*
 - 8) *Extension Letter for all requests*

A handwritten signature in black ink, appearing to read "Ben Gozola", written over a horizontal line.

Ben Gozola, AICP

Assistant Director of Community Assets and Development

To: **City Council**

From: Ben Gozola, Assistant Director DCAD

Meeting Date: **1-9-24**

Applicants: **Nick Anderson**

Main Contact: <same>

Location: 2310 Leona Drive

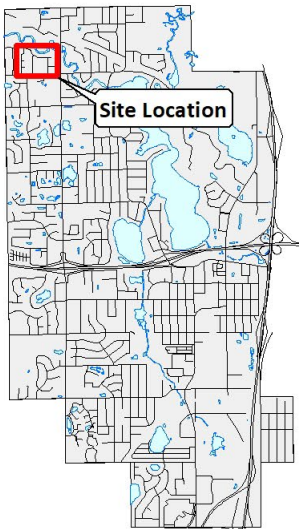
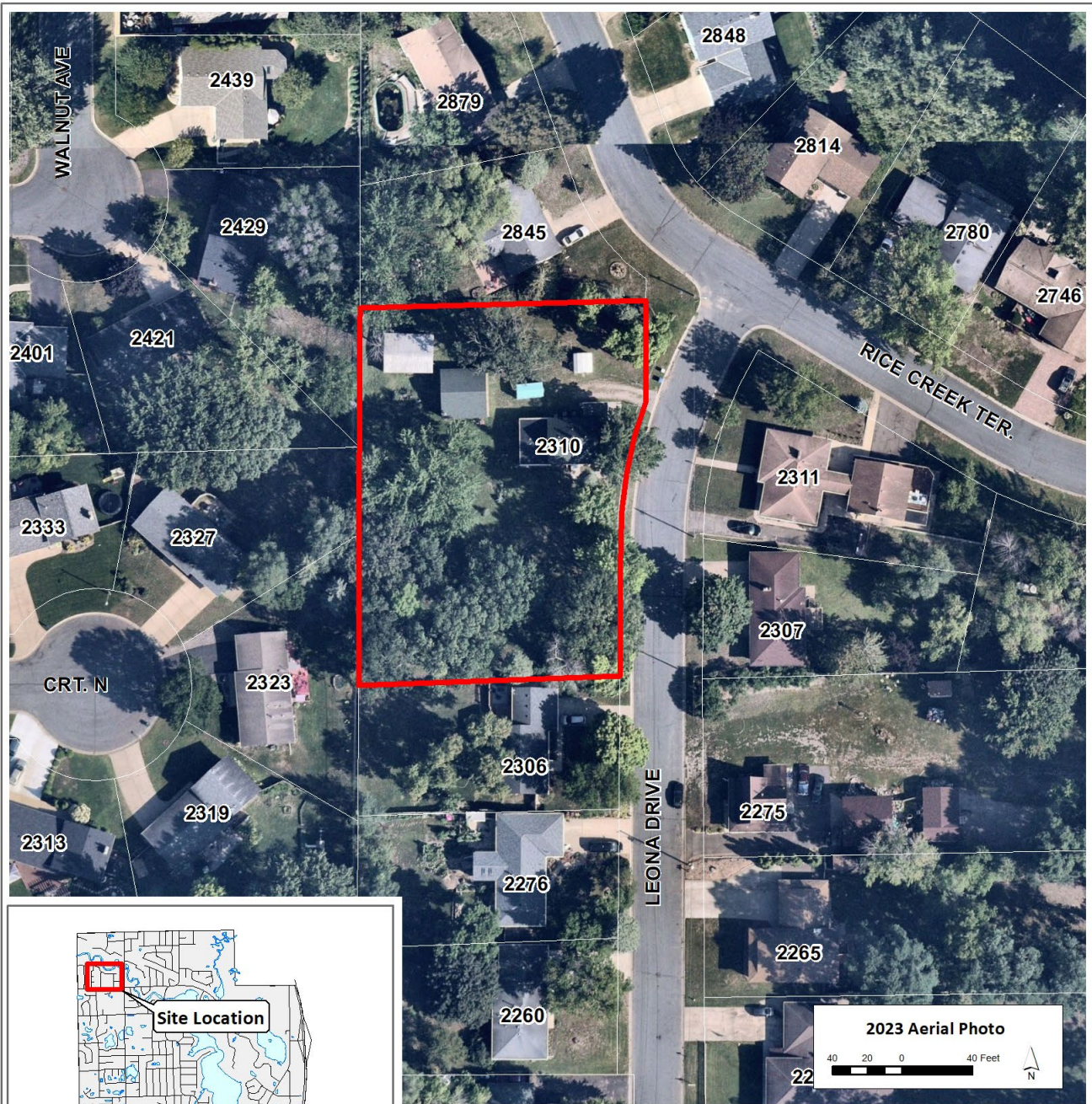
Zoning: **R-1**

Introductory Information

- | | |
|------------------------|---|
| <i>Project:</i> | <ul style="list-style-type: none">▪ Nick Anderson is seeking authorization to subdivide his property at 2310 Leona Drive into two parcels. Both parcels will be conforming to R-1 zoning requirements in terms of area and width. Current nonconformities on the property, and how they must be addressed on the newly created Lot 1, are discussed herein. |
| <i>History:</i> | <ul style="list-style-type: none">▪ Existing home constructed in 1901▪ Anderson acquires the property in 2023▪ Application to subdivide received on 10/16/23▪ Ramsey County discovers remnant ROW on the eastern side of the lot in November 2023 requiring a second concurrent application for ROW vacation. All deadlines extended by the applicant to 3/1/24. |

General Findings

- | | |
|-----------------------------------|---|
| <i>Site Data:</i> | <ul style="list-style-type: none">▪ Land Area \approx 0.77 acres (33,544 sq ft)▪ Existing Use – one single family home & multiple outbuildings▪ Existing Zoning – R-1▪ Property Identification Number (PID): 18-30-23-24-0012 |
| <i>Comp Plan Guidance:</i> | <ul style="list-style-type: none">▪ The new 2040 Comprehensive Plan guides this property for “Low Density Residential.” |



Location within the City of New Brighton

SITE IDENTIFICATION MAP

2310 Leona Dr.



<i>Notable Code Definitions:</i>	<ul style="list-style-type: none"> ▪ <i>Boundary Lines.</i> Any line indicating the bounds or limits of any tract or parcel of land. Also, a line separating the various use districts as shown on the City’s zoning map. ▪ <i>Building.</i> Any structure for the shelter, support or enclosure of persons, animals, chattel, or property of any kind affixed to the land. ▪ <i>Preliminary Plat.</i> The proposed plat map, drawing, or chart indicating the proposed layout of the subdivision or consolidation to be submitted to the Planning Commission and City Council for their consideration as to compliance with the Comprehensive Plan and these regulations, along with required supporting data. ▪ <i>Setback.</i> The minimum horizontal distance from a building, structure, fence, or parking lot to a lot line. ▪ <i>Subdivision.</i> A parcel of land divided into smaller parts such as blocks or lots, or a tract of land which is re-divided after the first division.
<i>Primary Applicable Codes:</i>	<ul style="list-style-type: none"> ▪ <i>Chapter 26, Article 1, <u>General Conditions</u></i> Outlines minimum standards to follow when creating new lots. ▪ <i>Chapter 26, Article 2, <u>Preliminary Plat</u></i> Outlines the required process to follow to gain approval of a proposed subdivision concept. ▪ <i>Chapter 26, Article 3, <u>Final Plat</u></i> Outlines the required process to finalize an approved preliminary plat for filing at the County. ▪ <i>Zoning Chapter 4, Article 1, <u>R-1 District.</u></i> Outlines minimum standards for R-1 zoned lots within the City.
<i>Specific Applications:</i>	<p>Two application types are reviewed herein which are both necessary to complete the requested subdivision:</p> <ul style="list-style-type: none"> ▪ <i>Preliminary Plat & Final Plat</i> (being reviewed concurrently).
<i>Applicant’s Narratives:</i>	<p>“Basic Lot Split”</p>

PRELIMINARY Plat Review

IN GENERAL:

Land Area:

- The gross acreage proposed to be developed is 0.77 acres (33,544 sq ft)
 - All land is proposed to be used to create two lots; Lot 1 will contain the existing features on the site, and Lot 2 will be vacant.
 - Minimum R-1 lot standards are as follows:

Lot	Area (sq ft)	Width at street (ft)	Width at setback (ft)
REQUIRED	10,000	45'	75'
1 (north/existing home)	17,045	115'	115'
2 (south/vacant)	14,776	100'	100'

The proposed areas and widths for both lots meet minimum requirements for R-1 zoned lots.

- Per the legal description, the existing property is subject to an additional 8' of roadway easement along the eastern boundary. To clean this up, the existing roadway easement will now be replaced with dedicated ROW on the plat. This effectively doesn't change where setbacks are measured from in the before and after, but does make understanding where the front property line sits much easier moving forward.

Access:

- Both lots will have direct access to Leona Drive.

Building Locations:

- The existing home on Lot 1 will continue to be legal nonconforming to front yard setbacks which are not changing as a result of this subdivision.
- In cleaning up the lot lines and establishing drainage and utility easements for these lots, a situation will be created that necessitates Lot 1 entering into an encroachment agreement with the City. Approximately 4 feet of the existing home will extend into the new 10' D&U easement along the eastern property line, and the concrete walkway/patio in front of the home will sit both within the D&U easement and partially into the newly dedicated ROW which replaces the existing roadway easement. The encroachment agreement will protect the City from issues arising as a result of the encroachments.
- Lot 1 will encompass all existing outbuildings consisting of a detached garage (629 sq ft), a detached storage building (572 sq ft), and a storage shed (103 sq ft). Combined, this lot will still be conforming to accessory structure square footage maximums.
- Importantly, the existing detached garage is not served by an improved surface. Vehicles may not be parked outside until/unless the driveway is improved.



The concrete walkway and patio features which surround the front and side of the home will require the owner to enter into an encroachment agreement with the city.

The dirt driveway can continue to be used as a legal nonconforming feature, but no vehicles may be parked outside on this unimproved surface. The new owner is encouraged to install a paved driveway to serve this lot and the garage(s).

- | | |
|------------------------------------|--|
| <i>Building Heights:</i> | ▪ Future construction on either lot will need to meet height maximums for the R-1 zoning district (2.5 stories or 30' in height, whichever is less) |
| <i>Floor Area Ratio:</i> | ▪ There is no FAR standard in the R-1 zoning district. |
| <i>Building Coverage:</i> | ▪ Each lot will be subject to a maximum building coverage of 30%. Lot 1, even with existing structures, will be well below that threshold following the subdivision. |
| <i>Impervious Surfaces:</i> | ▪ Each lot will be subject to a maximum impervious coverage of 50%. Lot 1, even with existing improvements, will be well below that threshold following the subdivision. |
| <i>Building Materials:</i> | ▪ New construction will need to adhere to any building materials requirements in place at the time of permit review. |

Future parcel development: ▪ The proposed plat would fully divide the land. No further development could occur under present zoning and guidance.

Adjacent parcel dev: ▪ The proposed subdivision will not have any impact on development of adjacent lands.

Easements: ▪ Drainage and utility easements (or others), as required by the City Engineer, are being provided on the final plat.
 ▪ As noted under “building locations” on page 4, Lot 1 will need to enter into an encroachment agreement with the City for existing improvements as a condition of plat approval.

Resident Concerns & Feedback: ▪ As of 1/4/24 (report completion date), no comments for or against this proposal have been received.

INFRASTRUCTURE:

In General: ▪ All public improvements constructed to support the development must be designed and constructed in accordance with the City's Private Development Standards. City Engineer review of all proposed infrastructure is covered herein.

Streets and Transportation: ▪ As noted in the executive summary, Ramsey County identified an old unused 33’ wide ROW easement across the eastern portion of this lot in November. This ROW did not show up on the original survey, nor has it been shown in any official records for decades to staff’s knowledge. To address this unforeseen issue, the applicant applied for a ROW vacation which is running concurrently with this subdivision request. If approved, the preliminary and final plat will be conditioned upon:
 a) The ROW vacation process being successful; and
 b) Dedication of ROW on the Lots on Leona plat necessary to make the corridor uniform with the rest of the corridor. This is shown on the current plat.
 ▪ No new streets are proposed as part of this subdivision. The additional ROW being dedicated to Leona Drive on the plat addresses the above condition, and simply replaces the needed portion of the existing roadway easement.
 ▪ A curb cut permit will be required for future development of Lot 2. This can be reviewed concurrently with the future building permit application for this lot.

<i>Water System(s):</i>	<ul style="list-style-type: none">▪ As a condition of approval, Engineering comments in the 10/25/23 Engineering Memo (attached) shall be addressed.▪ Main water highlights:<ul style="list-style-type: none">a) Record drawings indicate sewer and water service stubs are available to the proposed lot (Lot 2).b) An outside sewer and water permit will be required for domestic water and sanitary sewer service connections. Connections to be inspected by New Brighton Public Works.
<i>Sanitary System(s):</i>	<ul style="list-style-type: none">▪ As a condition of approval, Engineering comments in the 10/25/23 Engineering Memo (attached) shall be addressed.▪ Main sewer highlights:<ul style="list-style-type: none">a) Record drawings indicate sewer and water service stubs are available to the proposed lot (Lot 2).b) Excavation of the existing street will likely be required to connect to the sanitary sewer service stub.c) An outside sewer and water permit will be required for domestic water and sanitary sewer service connections. Connections to be inspected by New Brighton Public Works.
<i>Storm water / Grading / Erosion:</i>	<ul style="list-style-type: none">▪ As a condition of approval, Engineering comments in the 10/25/23 Engineering Memo (attached) shall be addressed.▪ Main storm water highlights:<ul style="list-style-type: none">a) A permit from Rice Creek Watershed District will not be required. The City will however request that a site grading plan be submitted with the future building permit to demonstrate proposed drainage patterns▪ As is typical with most construction sites, vehicle tracking of dirt into the ROW (Leona Drive) is likely during any future build out. Such tracking of dirt into the street shall be monitored and addressed in a timely manner, or the developer must agree to paying for street sweeping services when directed to do so by the City.
<i>Development Phasing:</i>	<ul style="list-style-type: none">▪ The development will be completed in a single phase.
<i>Utilities:</i>	<ul style="list-style-type: none">▪ 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.

- | | |
|--|--|
| <i>Lighting:</i> | <ul style="list-style-type: none">▪ Lighting on either lot shall be directed downward, and installed so as to prevent direct light from being detectable at the lot line of the site on which the source is located. Lighting for each home site will be reviewed with individual building permit applications.▪ Lighting shall not shine directly into the public right-of-way or onto any adjacent residential lot. |
| <i>Parking:</i> | <ul style="list-style-type: none">▪ As required by code, Lot 2 will need to accommodate a minimum of two (2.0) parking spaces outside of the right-of-way. No issues are anticipated given the size of the new lot.▪ Lot 1 technically meets the parking requirement given the detached garage, but until/unless the driveway on the lot is improved, there are no legal parking spaces outside of the garage. The driveway should be improved to eliminate this problem. |
| <i>Required Signage:</i> | <ul style="list-style-type: none">▪ No new signage is needed as a result of this subdivision.▪ Any future signage on any of the proposed lots will need to adhere to standards for lots in the R-1 zoning district. |
| <i>Fire Hydrants / Fire Safety:</i> | <ul style="list-style-type: none">▪ No new fire hydrants are needed to serve these lots. |
| <i>Streetlights:</i> | <ul style="list-style-type: none">▪ No streetlights will be required as part of this subdivision. |
| <i>Sidewalks:</i> | <ul style="list-style-type: none">▪ There is no sidewalk in this area of the City. No new sidewalk will be needed as part of this subdivision. |
| <i>Landscaping / Fencing:</i> | <ul style="list-style-type: none">▪ The existing property includes an illegal fence:<ul style="list-style-type: none">a) The fence extends into the ROW. Regardless of when the fence was built, its location has never been legal; andb) The fence exceeds 3 ½ feet in the front yard.▪ To address the illegal fence issue, staff is recommending all chain link fencing in the front yard be removed as a condition of plat approval. |
| <i>Monuments:</i> | <ul style="list-style-type: none">▪ Reference monuments shall be placed in the subdivision as required by state law. |

ENVIRONMENTAL & OTHER NEIGHBORHOOD IMPACTS:

<i>Environmental Impacts:</i>	<ul style="list-style-type: none"> By state statute, an Environmental Assessment Worksheet (EAW) is required for subdivisions resulting in 250 or more new unattached single-family dwelling units. With only one (1) new lot proposed by Lots on Leona, an EAW is not required.
<i>Wetlands:</i>	<ul style="list-style-type: none"> There are no suspected wetlands on this site.
<i>Tree Removal:</i>	<ul style="list-style-type: none"> Per Subdivision Section 26-11(5) <i>Natural Features</i>. <i>“In the subdividing of any land, regard shall be shown for all natural features such as tree growth, water courses, historic spots, or similar conditions which if preserved will add attractiveness and stability to the proposed development.”</i> Proposed Lot 2 has ample space for construction of a new home with limited to no tree removal required. Tree removal, if needed, will likely be related to standard and customary site grading. Removal of trees (if necessary) should be done at the appropriate time of year to avoid the potential spread of disease for the species in question (primarily only a concern if Oak trees are present).
<i>Shoreland District:</i>	<ul style="list-style-type: none"> The NE corner of Lot 1 is technically touching the shoreland district. As this is not a riparian lot, the special 20,000 square foot minimum for shoreland district lots does not apply. Lot 2 will be completely outside of the shoreland district.
<i>Traffic:</i>	<ul style="list-style-type: none"> Traffic studies are typically required when overall development triggers the need for a formal environmental review (EAW, EIS, or AUAR), or when a large number of units are proposed in a multi-family building and there is ample reason to believe the resulting traffic could have negative impacts on nearby residential lands. The addition of a single new lot on Leona Drive does not trigger the need for a formal traffic study.
<i>Public Safety:</i>	<ul style="list-style-type: none"> The addition of one new home in this area of the community will have no impact on the City’s ability to provide emergency services throughout the community, to this neighborhood, or to these lots in particular. Final buildings shall comply with all applicable zoning, building, and fire codes. All construction times and activities shall comply with New Brighton City Code especially relating to parking and hours of work.

***Flood Plain &
Steep Slopes:***

- There are no flood plains or steep slopes on this site.

Docks:

- The project does not include any frontage on open water nor easement rights to such.

Other Permits:

- All necessary permits must be provided to the City. (RCWD, NPDES, MDH, etc. as may be applicable).
- Per the RCWD:
 - a) The land disturbance threshold for RCWD Rule D triggering an Erosion and Sediment Control permit will be 10,000 sq. ft. of disturbance; OR
 - b) If a permit is not triggered, an RCWD Notice of Intent must be filed with the RCWD if:
 - The planned activity will disturb surface soils or remove vegetative cover on more than 5,000 sq. ft of land and/or
 - The planned work will stockpile more than 50 cubic yards of earth or other erodible material on site.
- 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. If a permit is needed at that time, it must be acquired by the applicant prior to the building permit being issued.

CHARGES, FEES, & RESPONSIBILITIES:

***Park
Dedication:***

- The City's recently approved **2040 Parks and Trail System Plan** establishes the goals and objectives of the City's park system for the next twenty years. Per this plan, no new parks are needed in this area of the City.
- With no park land needed, cash in lieu of land will satisfy the required park dedication for this subdivision. Per the 2023 fee schedule, a fee of \$1,825 per new dwelling unit will be required by this subdivision. As the new R-1 lot will allow for up to one new dwelling unit, the resulting fee will be \$1825.
- Park dedication shall be paid in full prior to the final plat being signed by the City.

***Sewer and
Water Fees:***

- Local and regional sewer access/availability charges (SAC) and water access charges (WAC) will apply to the new lot.
- The City Sewer Maintenance fee of \$103 new SAC will also apply.
- These fees become applicable at the time of building permit application.

FINAL Plat Review

In General:

- The final plat review typically focuses on adherence to conditions of preliminary plat approval and legal review of the plat to ensure it's ready for filing. As we are reviewing the Preliminary and Final concurrently with this application, we can only complete legal review of the plat at this time, and signature of the plat will be conditioned on all legal matters being resolved on the final mylars to the satisfaction of the City Attorney.
- At his earliest convenience, we recommended the applicant have the final plat reviewed by Ramsey County for needed changes on their end. It was this direction that resulted in identifying the unforeseen ROW issue well in advance of a filing nightmare. While this was clearly an unfortunate turn of events, it illustrates that the process worked to the applicant's benefit as they avoided some significant costs and time delays had this problem not been identified until plat filing.

Legal Review:

- A plat opinion letter was issued by the City Attorney's office on 11/27/23. Plat corrections, as noted in the opinion, must be incorporated on the final plat prior to the mylars being created.

Supplementary Information & Public Comment

Additional Information:

- None

Planning Commission Review:

- The Planning Commission reviewed the preliminary and final plats at their meeting on 12/19/23, and recommended conditional approval of the requests as outlined in this report.
- By code, the City Council must hold the public hearing on a plat. All notices have been published and sent for the public hearing on 1/9/24 as required by State Law.

Conclusion:

Nick Anderson is seeking authorization to subdivide his property at 2310 Leona Drive into two parcels. The existing home will remain on proposed Lot 1, and proposed Lot 2 will become a vacant lot eligible for construction of a single family home.

Recommendation: Per the analysis outlined in the report, the Planning Commission and staff are both recommending **APPROVAL** of the proposed applications subject to conditions.

Council Options:

The City Council has the following options:

- A) APPROVE ALL REQUESTS based on the applicant's submittals and findings of fact.
- B) DENY ONE OR MORE REQUESTS based on the applicant's submittals and findings of fact.
- C) TABLE THE ITEMS and request additional information.

Based on a complete application date of 10/16/23, the statutory deadline for making a decision on these requests would have been 12/15/23. This deadline was extended by the applicant to 3/1/24 given the right-of-way issues that arose during the review.

***Initial Motion
for Debate:***

- "Consider a resolution approving a preliminary and final plat named Lots on Leona."

***Resolution
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.

***Resolution
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).

- | | |
|----------------|---|
| <i>(cont.)</i> | <ol style="list-style-type: none">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. |
|----------------|---|

cc: Nick Anderson, applicant



interoffice

MEMORANDUM

to: Ben Gozola, Assistant Director of Community Assets and Development
from: Dustin Lind, Engineering Supervisor
subject: 2310 Leona Drive Preliminary Plat
date: October 25, 2023

The Engineering Department has reviewed the preliminary plat for the property at 2310 Leona Drive and we offer the following comments:

Sanitary/Water

- 1) Record drawings indicate sewer and water service stubs are available to the proposed lot (Lot 2).
- 2) Excavation of the existing street will likely be required to connect to the sanitary sewer service stub.
- 3) An outside sewer and water permit will be required for domestic water and sanitary sewer service connections. Connections to be inspected by New Brighton Public Works.

Storm Water

- 1) A permit from Rice Creek Watershed District will not be required. The City will however request that a site grading plan be submitted with the future building permit to demonstrate proposed drainage patterns.

Miscellaneous

- 1) A chain link fence is currently installed around the perimeter of the existing lot. A portion of the fence (extending north and east from the southeasterly lot corner of proposed Lot 1) is within City right-of-way. Staff recommends this portion of the fence be removed or relocated out of City right-of-way.



150 South Fifth Street, Suite 700
Minneapolis MN 55402-1458
(612) 337-9300 telephone
(612) 337-9310 fax
<http://www.kennedy-graven.com>
Affirmative Action, Equal Opportunity Employer

SAMANTHA C. ZUEHLKE

Attorney at Law

Direct Dial (612) 337-9205

Email: szuehlke@kennedy-graven.com

November 27, 2023

VIA E-MAIL ONLY

Mr. Ben Gozola
Assistant Director of Community Assets and Development
City of New Brighton
803 Old Highway 8
New Brighton, MN 55112

RE: Plat Opinion for LOTS ON LEONA

Dear Ben:

At your request, I have reviewed the title commitment prepared by TitleSmart, Inc., as issuing agent for Stewart Title Guaranty Company issued on October 16, 2023, File No. 281076 (the "**Commitment**"). I have also reviewed a draft of the final plat prepared by E.G. Rud & Sons, Inc., which is titled **LOTS ON LEONA** (the "**Plat**").

The Commitment purports to cover real property in Ramsey County, Minnesota, legally described as follows:

The South 216.5 feet of the North 761.3 feet of the West 163.7 feet of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 18, Township 30, Range 23, Ramsey County, Minnesota subject to easement for street purposes over the Easterly 8 feet.

Abstract Property

(the "**Property**").

Based on my review of the Commitment and the Plat, I have the following comments relative to the proposed Plat:

1. **Plat execution.** The names and signatures of all the following parties in interest must appear on Plat:
 - a. The fee owner: Nicholas Anderson.

The marital status of the fee owner will need to be indicated on the Plat per paragraph 2, below. Additionally, the fee owner should confirm that his legal name is "Nicholas G. Anderson" as indicated on the Plat.

- b. The Commitment indicates that there is no mortgage on the Property. *I require verification that no mortgages will be recorded against the Property prior to the recording of the Plat.*

2. **Plat corrections.** The following corrections must be made to the Plat.

- a. The legal description of the Property as on the Plat must exactly match the legal description on the Commitment. The legal description must be revised from "West 155.7 feet" to "West 163.7 feet". Accordingly, the description of the east line as shown along Leona Drive should be revised from "West 155.7 feet" to "West 163.7 feet". *I require review of these revisions.*
- b. The notification of interest must be revised throughout to indicate the marital status of the fee owner, Nicholas Anderson. *I require review of this revision.*
- c. The City Council approval certificate should be revised as follows:

We do hereby certify that on the ____ day of _____, 20__, the City Council of the City of New Brighton, Minnesota, approved this plat. Also, the conditions of Minnesota Statutes, Section 505.03, Subd. 2, have been fulfilled.

I require review of this revision.

3. **Title commitment exceptions.** The Plat is subject to the following exceptions, as set forth in the Commitment:

- a. Subject to the rights of the public and others in and to any part hereof included within streets avenues, alleys and/or highways adjoining and/or abutting the lands described herein. No further action is required.
- b. Rights of tenants as tenants only. *No leases were disclosed by the Commitment. No further action is required.*
- c. Subject to drainage and utility easements as shown on the recorded plat. *No further action is required.*
- d. Judgments, liens, interests and encumbrances, if any, created, permitted, suffered, assumed or agreed to by the proposed insured owner(s) herein. *The Commitment did not disclose any of the foregoing exceptions. No further action is required.*

4. **Property taxes and assessments.** All taxes due on the Property for the year the Plat is to be recorded must be paid in full before the Plat is submitted to the County for recording. All assessments must also be paid. Taxes for 2023 are as follows:

Property ID No: 183023240012
2023 Taxes (Homestead) are \$4,278.00 and are paid.
2023 Base Taxes are in the amount of \$4,278.00.
There are no delinquent or past due taxes.

An assessment search disclosed that there are no levied or pending assessments.

This letter does not purport to set forth every matter relevant to a determination of whether title to the Property is marketable, and no one should rely upon it for that purpose. The sole purpose of this letter is to identify required signatories to the Plat and related issues of interest to the City in connection with platting, as evidenced by the Commitment and the Plat.

This opinion is conditioned upon the issuance of a title insurance policy in favor of the City of New Brighton, in an amount acceptable to the City, insuring the City's interests as they appear on the plat of **LOTS ON LEONA**.

Please contact me if you have any questions regarding this information. Thank you.

Sincerely,

Samantha C. Zuehlke

Samantha C. Zuehlke
Assistant City Attorney

RESOLUTION NO. _____
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.*

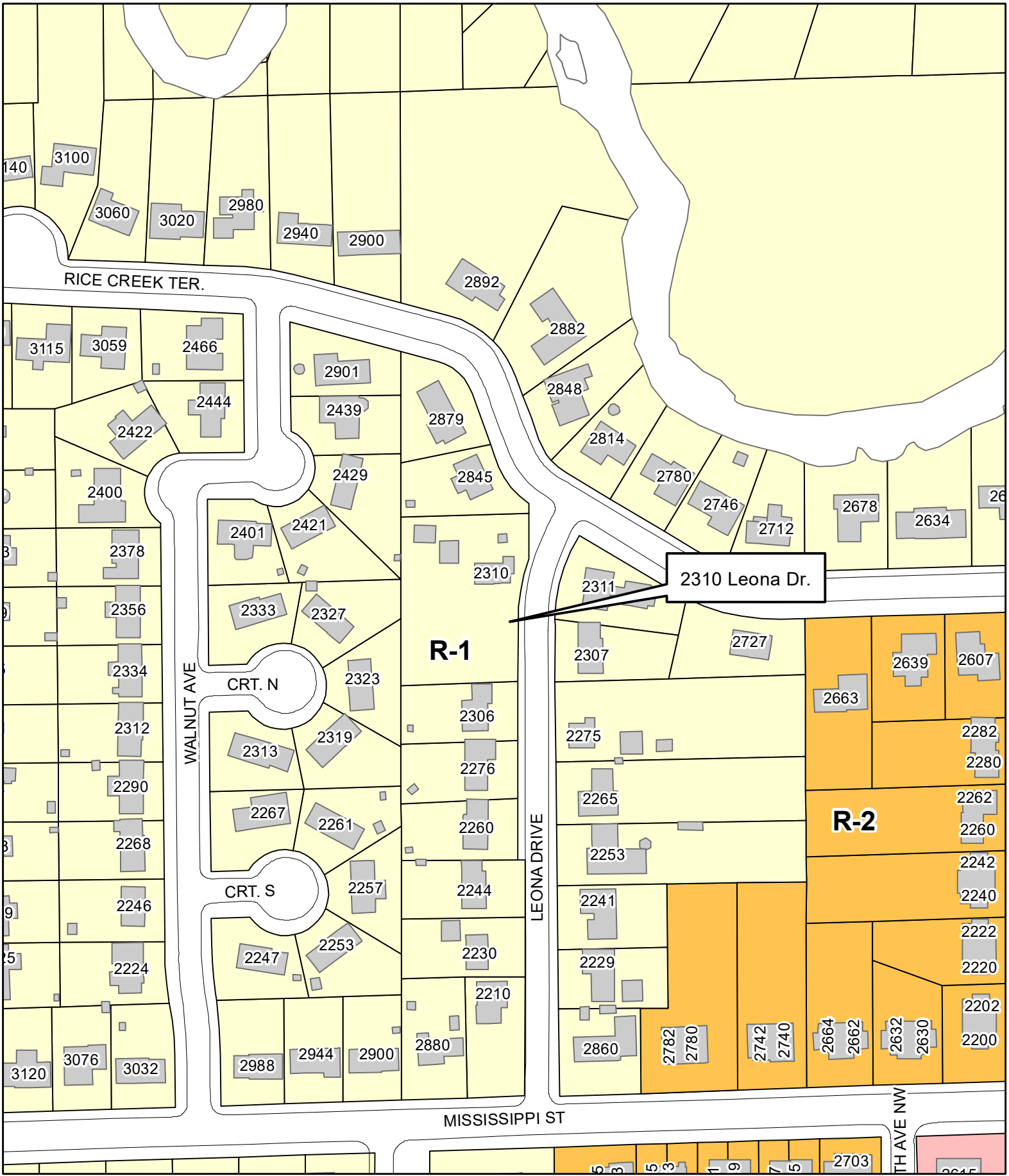
ADOPTED this 9th day of January, 2024, by the New Brighton City Council with a vote of ___ ayes and ___ nays.

Kari Niedfeldt-Thomas, Mayor

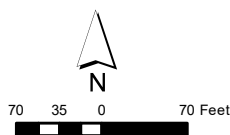
Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk



- R-1, Single Family Residential
- R-2, Two Family Residential



Current Zoning

2301 LeonaDr.

R-1, Single Family Residential

2130 Leona Dr. - 350' Mailing List



PRELIMINARY PLAT OF:
LOTS ON LEONA

PROPERTY OWNER:
NICK ANDERSON
2310 LEONA DRIVE
NEW BRIGHTON, MN 55112

NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 8/30/2023.
- Bearings shown are on Ramsey County datum.
- Parcel ID Number: 18-30-23-24-0012.
- Total parcel area = 35,277 sq. ft. (0.81 acres).
- Curb shots are taken at the top and back of curb.
- The 33.00 foot wide easement per Doc. No. 1405951 is proposed to be vacated before final plat recording.
- This survey was prepared using Stewart Title Guaranty Co. Title Commitment No. 201076, issued by TitleSmart, Inc and dated effective on 10/16/2023.
- Location of utilities existing on or serving the surveyed property determined by:

Markings requested by E.G. Rud & Sons, Inc. per Gopher State One Call Ticket No. 232344244.

Excavations were not made during the process of this survey to locate underground utilities and/or structures. The location of underground utilities and/or structures may vary from locations shown hereon and additional underground utilities and/or structures may be encountered. Contact Gopher State One Call Notification Center at (651) 454-0002 for verification of utility type and field location, prior to excavation.


LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 52140
- DENOTES ELECTRICAL METER
- DENOTES TELEPHONE PEDESTAL
- DENOTES HYDRANT
- DENOTES WATER VALVE
- DENOTES GAS VALVE
- DENOTES MAILBOX
- DENOTES GUY WIRE
- DENOTES POWER POLE AND OVERHEAD WIRES
- DENOTES EXISTING SPOT ELEVATION
- DENOTES FENCE
- DENOTES RETAINING WALL
- DENOTES EXISTING CONTOURS
- DENOTES UNDERGROUND GAS LINE
- DENOTES BITUMINOUS SURFACE
- DENOTES CONCRETE SURFACE
- DENOTES BUILDING SETBACK LINE
- DENOTES ADJACENT PARCEL OWNER INFORMATION (PER RAMSEY COUNTY TAX INFORMATION)

TREE DETAIL

- DENOTES ELEVATION
- DENOTES TREE QUANTITY
- DENOTES TREE SIZE IN INCHES
- DENOTES TREE TYPE

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.


DANIEL S. HANSON
Date: 11/28/2023 License No. 52140

PROPERTY DESCRIPTION

(PER STEWART TITLE GUARANTY CO. TITLE COMMITMENT NO. 281076)

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, Ramsey County, Minnesota subject to easement for street purposes over the Easterly 8 feet.

ZONING INFORMATION

A search of the City of New Brighton's website indicates that the surveyed premises shown on this survey is currently zoned R-1 (Single Family Residential).

LOT STANDARDS:
Minimum lot area = 10,000 sq. ft.
Minimum lot width = 75 feet at building setback
Maximum building coverage (principal structure) = 30%
Maximum impervious surface coverage = 50%

BUILDING SETBACKS:
Front = 30 feet
Side = 5 feet
Rear = 5 feet

AREAS

Total parcel area = 35,277 sq. ft. (0.81 acres)

Proposed Lot 1, Block 1 = 18,251 sq. ft. (0.42 acres)
Proposed Lot 2, Block 1 = 14,691 sq. ft. (0.34 acres)
To be dedicated as Leona Drive = 2,335 sq. ft. (0.05 acres)

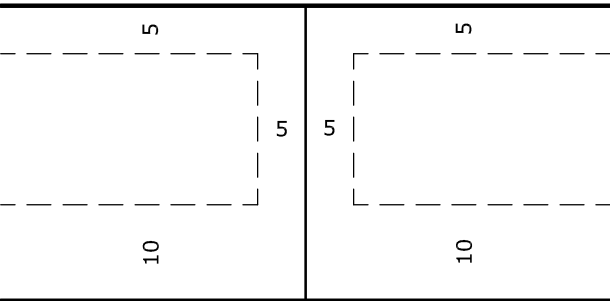
IMPERVIOUS COVERAGE FOR PROPOSED LOT 1
Total lot area = 18,251 sq. ft.

Existing house = 1,187 sq. ft.
Existing garage = 629 sq. ft.
Existing accessory building = 572 sq. ft.
Existing shed = 103 sq. ft.
Existing concrete garage apron = 52
Existing concrete sidewalk/stoop = 651

Total impervious area = 3,194 sq. ft. (17.5%)

DRAINAGE AND UTILITY EASEMENT DETAIL

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



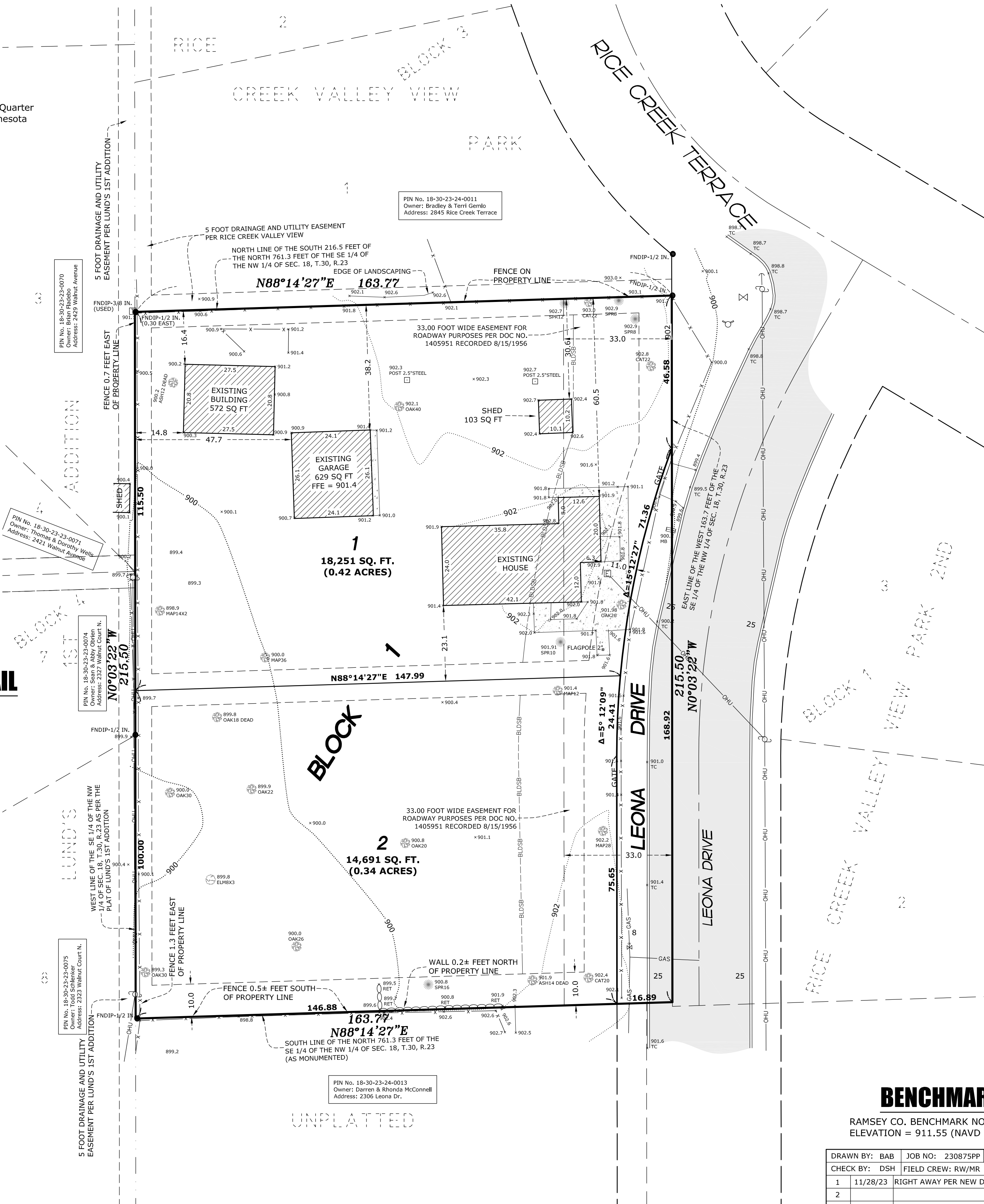
BEING 10 FEET IN WIDTH, AND ADJOINING ALL RIGHT OF WAY LINES, AND BEING 5 FEET IN WIDTH, AND ADJOINING LOT LINES UNLESS OTHERWISE SHOWN ON THIS PLAT.

NORTH

GRAPHIC SCALE



1 INCH = 20 FEET



BENCHMARK

RAMSEY CO. BENCHMARK NO. 9053
ELEVATION = 911.55 (NAVD 88 DATUM).

DRAWN BY: BAB	JOB NO: 230875PP	DATE: 10/12/2023
CHECK BY: DSH	FIELD CREW: RW/MR	
1	11/28/23	RIGHT AWAY PER NEW DOCUMENTS
2		
3		
NO.	DATE	DESCRIPTION
		BY


E.G. RUD & SONS, INC.
EST. 1977
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701

KNOW ALL MEN BY THESE PRESENTS: That Nicholas G. Anderson, a married person, fee owner of the following described property situated in the City of New Brighton, County of Ramsey, State of Minnesota:

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, Ramsey County, Minnesota.

Has caused the same to be surveyed and platted as LOTS ON LEONA and does hereby dedicate to the public for public use forever the public way and the drainage and utility easements as shown on this plat.

In witness whereof said Nicholas G. Anderson has hereunto set his hand this _____ day of _____, 20__.

Nicholas G. Anderson

STATE OF MINNESOTA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Nicholas G. Anderson.

Notary Public, _____ County, Minnesota
My Commission Expires _____

I, Daniel S. Hanson, Licensed Land Surveyor, do hereby certify that I have surveyed or directly supervised the survey of the property described on this plat; prepared this plat or directly supervised the preparation of this plat; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been correctly set or will be correctly set within one year of recording this plat; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of the surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Daniel S. Hanson, Land Surveyor
Minnesota License No. 52140

STATE OF MINNESOTA

COUNTY OF _____

The foregoing Surveyor's Certificate was acknowledged before me this ____ day of _____, 20__, by Daniel S. Hanson, a Licensed Land Surveyor.

Notary Public, _____ County, Minnesota

My Commission Expires

CITY OF NEW BRIGHTON

Approved by the City Council of the City of New Brighton, Minnesota, on the _____ day of _____, 20____.

_____, Mayor _____, City Clerk

PROPERTY TAX, RECORDS AND ELECTION SERVICES DEPARTMENT

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

Heather L. Bestler, Ramsey County Auditor/Treasurer

By _____, Deputy

COUNTY SURVEYOR

Pursuant to Minnesota Statutes, Section 383A.42, this plat is approved this _____ day of _____, 20____.

Daniel D. Baar, L.S.

Ramsey County Surveyor

COUNTY RECORDER

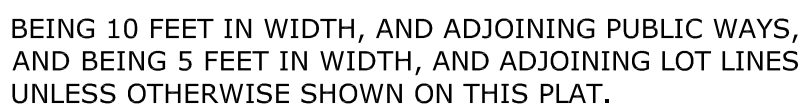
COUNTY OF RAMSEY, STATE OF MINNESOTA

I hereby certify that this plat of LOTS ON LEONA was filed in the office of the County Recorder for public record on this ____ day of _____, 20 ____, at __o'clock __M., and was duly filed in Book ____ of Plats, Page ____, as Document Number _____.

Deputy County Recorder



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



- DENOTES 1/2 INCH BY 18 INCH IRON PIPE MONUMENT MARKED RLS 52140 TO BE SET WITHIN ONE YEAR OF THE RECORDING OF THIS PLAT.
- DENOTES FOUND 1/2 INCH IRON PIPE.
- △ DENOTES SET PKNAIL
- ⊕ DENOTES RAMSEY COUNTY CAST IRON MONUMENT.



November 28, 2023

Ben Gozola
803 Old Highway 8 NW
New Brighton, MN 55112

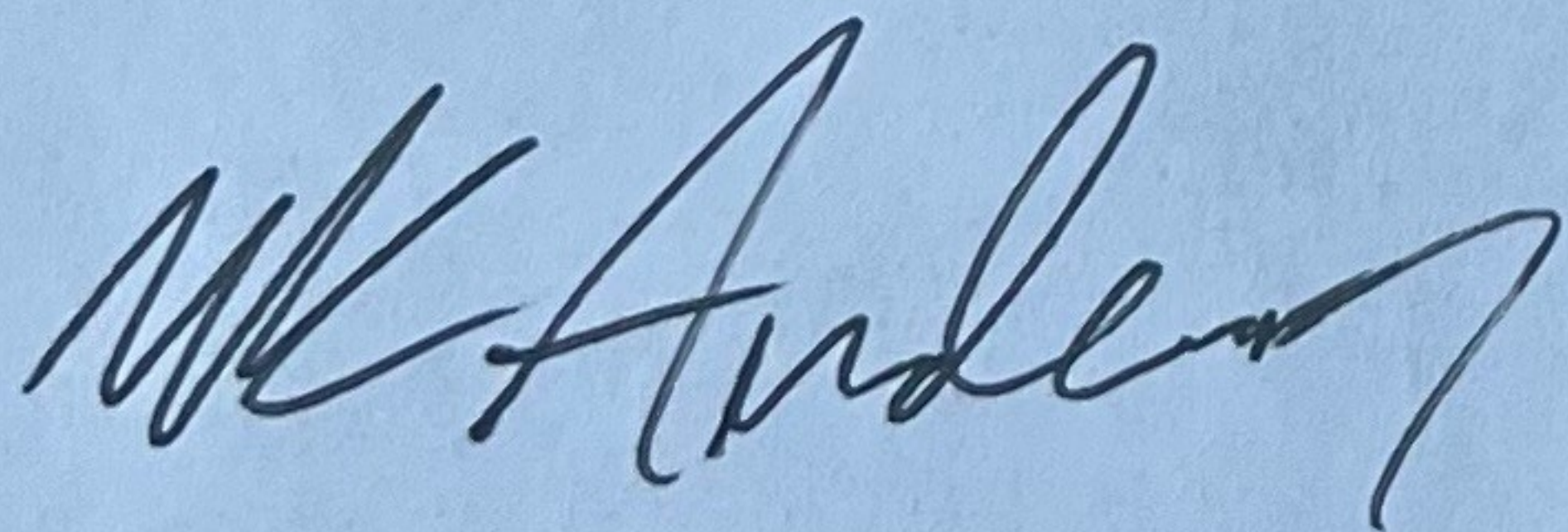
RE: Preliminary and Final Plat Review Deadline Extension

Mr. Gozola,

This morning we learned from Ramsey County and my surveyor E.G Rud that a previously unidentified piece of right-of-way has been discovered that significantly impacts the plat scheduled to be considered by the City Council at tonight's meeting. In light of the fact that Council would need to deny my application given this significant change in facts, I am writing to extend the review deadline for all of my current land use/subdivision requests out to 3/1/2024 to ensure the City has ample time to help me overcome this unforeseen circumstance.

Thank you for your help and understanding in this matter,

Nicolas Anderson

A handwritten signature in dark ink, appearing to read "Nicolas Anderson", with a stylized, cursive script.

11/28/23



Agenda Section:	VIII
Item:	1(a)
Report Date:	1/4/24
Commission Meeting Date:	1/9/24

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION:	Consider approval of Ordinance 909: an ordinance to update Zoning Chapter 11, Parking, and other parking related provisions
DEPARTMENT HEAD'S APPROVAL:	<i>CES</i>
CITY MANAGER'S APPROVAL:	<i>DM</i>
No comments to supplement this report	Comments attached

15.99 Deadline: none

Recommendations: ▪ **Approval of Ordinance 909 as presented with any directed changes**

Legislative History:

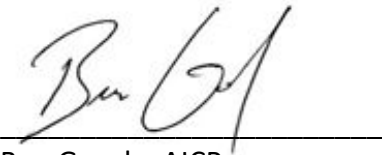
- Critical Corridor Grant applied for and awarded in late 2022
- Council accepted the grant in January 2023
- RFP for providers issued in March 2023
- Contract with Bolton & Menk to provide consulting services to lead this project approved in May 2023.
- Project launched with joint Council and Planning Commission meeting on May 13, 2023
- New Brighton Business Council consulted on June 15, 2023
- Equity Commission Review on July 20, 2023
- Planning Commission Reviews on July 18 and Sept 19th, 2023
- Joint Council and Planning Commission Review on October 24, 2023
- Planning Commission Review on December 19th, 2023

Financial Impact: ▪ None

Summary: In 2023, the city embarked on a significant review of parking standards in the community. This is part of the larger ongoing effort to update the entire Zoning Ordinance. To date there has been City Council, Planning Commission, Equity Commission, and community input leading to preparation of a final ordinance intended to “right size” parking standards for all uses. Jenni Faulkner from Bolton & Menk will present the final ordinance to Council on 1/9/24.

The Planning Commission and staff are recommending adoption at this time.

- Attachments:**
- 1) *Staff Memorandum (Bolton & Menk)*
 - 2) *Existing & Proposed Comparison Chart*
 - 3) *Draft Red-Lined Ordinance*
 - 4) *Final Ordinance*
 - 5) *Market City Enclosed Multi-Family Senior Parking Info*
 - 6) *Draft Best Practices Handout*

A handwritten signature in black ink, appearing to read "Ben Gozola", written over a horizontal line.

Ben Gozola, AICP

Assistant Director of Community Assets and Development

Staff Report (Bolton & Menk)



Real People. Real Solutions.

111 Washington Avenue S
Suite 650
Minneapolis, MN 55401

Ph: (612) 416-0220
Fax: (612) 416-0222
Bolton-Menk.com

MEMORANDUM

Date: January 9, 2024
To: New Brighton Planning Commission
From: Jenni Faulkner, Senior Planner
Subject: Updating Parking and Access Standards
City of New Brighton
Project No.: T6.130130

In 2023, the City has embarked on a significant review of parking standards in the City. This is part of the larger ongoing effort to update all of the Zoning Ordinance. To date there has been City Council, Planning Commission, Equity Commission and community input leading to preparation of a draft ordinance. On October 24, 2023, the City Council and Planning Commission held a joint session to review the final draft ordinance. Overall, the comments were positive with notes to:

- Review Accessory Dwelling Unit (ADU) parking when the ADU Ordinance is crafted in 2024.
- Provide market city information about enclosed parking for multi-family for background information. There is a concern about affordability and being overly restrictive.
- Proposed changes to the previous draft reviewed by the Planning Commission were to:
 - eliminate the addition of one enclosed space requirement to SF homes. There is concern about creating non-conformities and increase cost of housing.
 - reduce enclosed space requirements for elderly housing from 1.0/unit to 0.5/unit. (Keeps existing ordinance requirement).
- Provide side by side of current and proposed chart of minimum parking needed.

I. Goals of the Update

The City of New Brighton wants to modernize its outdated parking and access standards to better reflect the community's needs and to enhance land use, all with equity and climate considerations in mind. Specifically, updates to the parking ordinance(s) will help the City realize the following goals:

- Goal 1: Ensuring the city's parking standards maximize the creation of housing, jobs, and destinations by ensuring that only a necessary amount of parking is required as the city develops and redevelops land

- Goal 2: Eliminating unnecessary hard surfaces through parking standard modernization
- Goal 3: Creating effective mechanisms for providing deviations from parking standards (when warranted) that may take the form of parking deferrals, parking reductions, shared parking agreements, and/or other mechanisms to create efficient parking outcomes
- Goal 4: Establishing appropriate electric vehicle (EV) requirements for new developments
- Goal 5: Addressing how rideshare, on-demand ride services, and other modern transportation options can and/or should be reflected in modern parking regulations
- Goal 6: Updating interrelated access management standards and driveway requirements
- Goal 7: Adding supplemental requirements for pedestrian and bike trail connections to ensure bikes and pedestrians can safely navigate car dominated landscapes
- Goal 8: Properly analyzing new parking standards through an equity lens and a climate change perspective
- Goal 9: Creating a short “best practices” handout or guide outlining the concepts which steered finalization of New Brighton’s updated ordinance

II. Recommendations

Attached are the recommendations to improve parking and access standards. The recommendations utilize current trends and best practices for parking code while seeking to improve New Brighton’s climate resiliency and equity.

Sec. 11-010 General Requirements

1. Changes to “Application” to focus redevelopment of parking lots when connected to large, cumulative changes to property or when the parking lot is expanded.
 - a. Responding to feedback from business community and city to not require parking lot updates resulting in a burden to the business owner. (Goal 1, 2)
 - b. Included a trigger for switching from a non-residential use to a residential use, or going from a residential use that required fewer spaces to one that requires more. (Goal 1)
2. “Purpose” section added to provide legal justification to changes. (Goal 8)
3. Shift from “Reduction and Use of Parking or Loading Space” to “Use of Parking or Loading Space” and allowing snow storage in parking areas. (Goal 8)
4. Adding specific provisions to parking location requirements:
 - a. Parking references MU standards for development in those districts, leading to better pedestrian environments. (Goal 7)
 - b. Structured parking location to minimize impact on adjacent properties (Goal 2)
 - c. Sustainability and Low Salt experts recommend not allowing parking areas in floodplains. (Goal 8)

5. Expansion of “Buffers and Screens” as follows:
 - a. Adding new buffer for parking lots abutting street. Flexible to meet various situations.
 - b. Addition of MU requirements for screening of parking with 4’ screen (shrubs, berm, wall).
 - c. Sustainability and Low Salt experts recommend being careful with screening near parking and pedestrian areas to not create constant shade during winter. (Goal 8)
6. Creation of “Landscaping and Vegetation” to bring landscaping requirements to parking areas.
 - a. The current code does not have landscaping requirements for parking lots. The proposal includes minimum size for parking lot islands and medians, planting types, and connection to drainage management. Some inspiration is taken from Burnsville and other nearby communities.
 - b. Sustainability and Low Salt experts recommend incorporating native vegetation and using them as a part of drainage management. (Goal 8)
7. Changes to “Lighting” to limit light spilling across property lines, consolidation of light poles onto traffic island and around perimeters and require lighting that is better for wildlife. (Goal 8)

Sec. 11-020 Construction and Maintenance

1. Allow permeable systems for parking areas within “Surfacing”.
 - a. Recommended by Sustainability expert and discussed in previous city conversations. (Goal 8)
2. Shift “Curbing” to require surmountable curbs for maintenance, snow removal, and wildlife.
 - a. Recommended by Sustainability expert and discussed in previous city conversations. (Goal 8)
3. Amend “Traffic Safety Islands” to require fewer islands that are not for traffic safety and require drainage plans to incorporate using islands as snow storage.
 - a. Recommended by Low Salt expert and per previous discussions with city. (Goal 8)
4. Exempt shared driveways from needing a setback under “Required Setbacks for Parking Areas, Aisles, and Driveways”. (Goal 6)
5. Within “Parking Spaces and Aisle Standards” added ADA requirements with reference to the Federal standards. Amended some parts of measuring spaces. (Goal 2, 8)
 - a. This was recommended by our Traffic Engineering expert and is supported by National Parking Association data.
6. Incorporation of shared access requirements from Mixed Use section into “Driveway and Curb Cut Standards”. Amended allowing driveways on adjacent properties to be closer together and how to measure driveways within right-of-way and on the subject property. An allowance to require smaller driveways along trails and safe routes to schools is included.

- a. Changes recommended by Traffic Engineering and Sustainability experts for traffic safety. The MU district requirements provide a good supplement regarding access management. (Goal 6, 7)
 - b. Clear incorporation of and allowance for public trails, SRTS, and pedestrian traffic needs to help dictate driveway designs. (Goal 7)
7. Incorporation of Mixed-Use requirements for vehicle and pedestrian circulation under “Circulation”. Some expansion of requirements to improve pedestrian experiences through parking lots, low salt designs, and access across properties.
 - a. Traffic Safety Engineer expert recommended better circulation requirements for vehicles. Pedestrian circulation supported by MU requirements and some review of cities like Burnsville and others in the area. (Goal 7, 8)
8. New “Drainage and Stormwater Management” to require drainage and stormwater plans for new parking lots to control run off.
 - a. Prompting and allowing for City Engineer and Planning to discuss parking lot design during development review (Goal 2, 3, 8).
9. New “Electric Vehicle (EV) Charging” standards for developments including EV stations.
 - a. Created to provide guidance for necessary number of spaces when developments include EV spaces. Does not become a requirement unless reductions are taken under Sec 11-040. (Goal 3, 4)
10. New “Snow and Snowmelt Management” section for developments including low-salt designs. (Goal 3, 8)
 - a. Created to provide guidance for developments to think about snow management. Does not become a requirement unless reductions are taken under Sec 11-040.
11. Incorporated section from Mixed Use requirements about “Parking Structure Design”.
 - a. Parking Structure Design under MU district provided good base for inclusion into main parking requirements. (Goal 2)

Sec. 11-030 Minimum Number of Off-Street Parking Spaces Required

1. Shifts to “Computing Requirements” based on changing parking ratios. (Goal 1, 2, 3, 8)
2. Amend “Handicap Parking” into “Accessible Parking” and show standards for location and amount based on adopted Federal and State guides and rules.
 - a. Recommended by Traffic Engineer expert. (Goal 8)
3. New ratios under “Number of Spaces Required” and allowance for uses to submit a parking study if requesting different parking amounts. (Goal 1, 2, 3)
 - a. Proposed ratios use a combination of data:
 - i. ITE = Institute of Transportation Engineers; book published specifically for providing parking ratios based on observation and data analysis.

- ii. ULI = Urban Land Institute; several books published discussing shared and dedicated parking ratios.
- iii. Cities in Metro (Edina, Burnsville, Minneapolis, etc.)
- iv. Previously approved projects in New Brighton and Metro (Dominium, North Shore Development, Pulte Townhomes, The View)
- v. Existing New Brighton parking and MU codes

Multi-Family Comparison Parking Ratios

Land Use	# of Spaces/Unit Ratio	Source
Multi-Family	2.5-3/DU (1 Enclosed)	Exiting NB Parking Code
	1.83/DU (1 Enclosed; .25 for visitor parking)	Proposed Standard in New Parking Ordinance
	1.31/DU	ITE
	1.65/DU (Rented) or 1.85/DU (Owned)	ULI Dim. of Parking
	1.71/DU	North Shore Development (NB, Exchange Apartments)
	1.64/DU	North Shore Development (Minnetonka)
	1.35/DU	North Shore Development (St. Louis Park)
	1.44/DU	Dominium (NB, Brighton Oaks)
	1.65/DU	The View (NB)
	1.87/DU	Dominium (NB, Midtown Village)
	2.09/DU	Dominium (Albertville)
	1.91/DU	Dominium (NB, Main St Village)
	1.77/DU	Dominium (Eden Prairie)
	1.72/DU	Dominium (St. Anthony)
	1.83	AVG
	1.72	AVG NB Projects
Additional Data Points		
	1.5/DU (1 Enclosed); .25/DU for Visitor	Burnsville Code
	1/1-bed DU; 2/2-bed+ DU; and 1/4 DU for visitors	Lake Elmo Code

Senior Housing Comparison Parking Ratios

Land Use	# of Spaces/Unit Ratio	Source
Senior Housing	1.25-2/DU (.5 Enclosed)	Existing NB Parking Code
	1.25/DU (.5 Enclosed; .25 for Visitor Parking)	Proposed Standard in New Parking Ordinance
	0.61/DU	ITE
	0.5/DU	ULI Dim. of Parking
	1.17/DU	Dominium (NB)
	1.23/DU	Dominium (Spring Lake Park)
	1.17/DU	Dominium (Columbia Heights)
	1.15/DU	Dominium (Champlin)
	1.13/DU	Dominium (Apple Valley)
	1.11/DU	Dominium (St. Anthony)
	1.06/DU	Dominium (St. Paul)
	1.05/DU	Dominium (Cottage Grove)
	1.04/DU	Dominium (Coon Rapids)
	0.95/DU	Dominium (Prior Lake)
	1.10	AVG
Additional Data Point		
	1/DU and Parking Study	Burnsville Code

- b. Full ratio for residential parking is still required but all uses may submit a parking study showing justification for less or more parking.
4. New “Bicycle and Scooter Parking” requirements and ratios for uses. (Goal 7, 8) (Parks Master Plan; Comprehensive Plan, PR&OS 5.1)
5. New “On-demand and Ride-hailing Transportation Services” to deal with uses and areas seeking to regulate the location of vehicles using delivery or ride-hailing services. (Goal 5)
 - a. Addition based on previous city discussions.

Sec. 11-040 Special Circumstances

1. New “Parking Space Reductions and Enhancements” section dealing with a wide variety of possible reductions and increases to parking ratios. Maximum reduction of number of spaces is capped at 15%. (Goal 1, 2, 3, 8) (Comprehensive Plan, LU 9.0 and TRAN 2.0)
 - a. Previous city discussions encouraged a “carrot” or positive approach towards requiring forward-thinking design by allowing reductions or increases if certain criteria are met.
 - b. To guarantee stipulations for parking enhancements or reductions are maintained, a recorded agreement is required.

2. Amend “Joint Facilities” to allow off-site and on-site shared parking areas. (Goal 1, 2, 3, 8)
 - a. Compared to other systems allowing joint or shared parking facilities, the existing code was the least complicated and likely to achieve a similar result. Additions to this section stipulate that residential parking must still be provided on-site and that joint parking could be served off-site.

Other Parking-Related Edits

In addition to the major edits to Chapter 4, there are references to parking in other chapters of the Zoning Ordinance. The housekeeping type edits are included in the red-line proposed ordinance. Many of the changes delete provisions included in the proposed updated Chapter 4. The ancillary changes also include the addition of definitions and modification to definition of parking space for consistency.

III. Discussion

This is the proposed version that will be adopted. The Planning Commission held a public hearing on December 19, 2023. No members of the public spoke. The Planning Commission was generally supportive of the ordinance update and has questions about landscaping and the extent of flexibility allowed in some cases. The Commission recommends approval of the ordinance with a maximum of 15% reductions allowed. The final ordinance has incorporated this change.

The Council should discuss the changes. Below are questions to consider:

- Are you comfortable with the proposed uses and reduction of parking stalls?
- Are you comfortable with the flexibility provided?
- Do you feel modern technologies like EV and modern movement like rideshare and on-demand impacts are adequately addressed?
- Does the proposed integration of access and driveway standards meet your expectations?
- Have the goals of this update been addressed?
- Is there anything missing? Have we addressed your previous comments and needs?

In addition, a brochure highlighting the project and high-level changes is included. We are seeking comments on the brochure before its final publication in December.

IV. Next Steps

Upon adoption, a summary ordinance will be published, and the ordinance will go into effect.

Name: Updating Parking and Access Standards

Date: 1/9/24

Page: 8

V. Attachments

Existing and Proposed Comparison Chart

Draft red-line ordinance

Final Ordinance

Market City Enclosed Multi-Family Senior Parking

Info Draft Best Practices Handout

Existing vs Proposed Standards Comparison Chart

New Brighton Parking Ratio Comparison Chart

Land Use	# of Spaces/Unit Ratio PROPOSED	# of Spaces/Unit Ratio EXISTING	Change
<u>Residential</u>			
Single-Family	2/DU	2/DU	no change
Two-Family	2/DU (1 Enclosed)	2/DU	no change
Townhouses	2.25/DU (Included: 1 Enclosed; .25 for Visitor Parking)	2.5-3.0 /DU (Included: 1 Enclosed; .5-1 for Visitor Parking)	decrease
Multi-Family	1.85/DU (Included: 1 Enclosed; .25 for Visitor Parking)	2.5-3.0/DU (Included: 1 Enclosed; .5-1 for Visitor Parking)	decrease
Senior Housing	1.25/DU (Included: .5 Enclosed; .25 for Visitor Parking)	1.25-2.0/DU (Included: .5 Enclosed; .25-1.0 for Visitor Parking)	no change
Sanitarium, Convalescent Home, Rest Home, Nursing Home, Congregate Care/Assisted Living	0.25/Bed (Visitors); 1/Employee on Shift	4 per structure + 1 per 3 beds +1 doctor+1 employee on max shift	decrease
Group Homes, Nursing Homes, Boarding and Lodging Houses	0.5/Bed	2 per 4 beds	no change
<u>Community and Institutional</u>			
Places of Public Assembly	0.33/Seat	1 per 3 seats or 5' row length	same
School (K-12, Primary/Secondary/Post-Secondary)	Parking Study Needed	1 per classroom + 1 per 50; 4.5; or 3.5 students	unknown
Hospitals	3/Bed and 0.75/Employee	1 per 2 beds+ 1 employee max shift + 1 every 2 doctors	depends
Libraries, Museums, Post Offices, Art Galleries	2/Employee and 2/1,000 sq ft GFA	10 + 1/150 sq feet over 2,000 sq feet	depends
Municipal Administration Buildings	1/200 sq ft Floor Space	1/200 sq feet	no change
Undertaking Establishments	20/Chapel or Parlor; and 1/Employee	20 + 1 per employee	no change
<u>Commercial</u>			
Auto/Motor Fuel Stations and Convenience Stores	5/1000 sq ft GFA	4 + retail space calculation	depends
Auto Repair, Auto Sales, Trailer Sales, Marine, Garden Center Sales	2/Employee	6 + 1/500sq ft +2 per service bay + 1 employee	decrease
Beauty Shops, Barber Shops, Tanning Salons	2 Minimum and 1/Chair	2+1 per chair or tanning bed	no change
Bowling Alleys	2/Lane	5/lane	decrease
Car Wash (Automatic Drive-Through Service)	2 Minimum and 1/Attendant	2 + 1 per attendant	no change

New Brighton Parking Ratio Comparison Chart

Car Wash (Self-service)	10 Minimum and 1/Attendant	10 + 1 per attendant	no change
Cinemas and Theaters	0.33/seat	1 per 3 seats	no change
Clinics (Medical, Veterinary, Animal Hospital)	5/1000 sq ft Floor Space	3 + 1/employee+1/200 sq feet	decrease
Day Care/Montessori	0.3/Person	1 + 1 every 6 children	decrease
Motels and Hotels	1.25/Room; add 10/1000 sq ft GFA for lounge/restaurant; add 30/1,000 sq ft GFA for conference/banquet facilities	1/unit +1 per 10 units + 1 employee	depends
Banks, Offices	3.5/1,000 sq ft GFA	1/200 sq. feet	decrease
Restaurants (Drive-in/Fast Food)	15/1,000 sq ft GFA	1/65 sq feet	decrease
Restaurants (Sit Down Full Service)	15/1,000 sq ft GFA	1/60 sq feet	decrease
Nightclubs/Bars	20/1000 sq ft Floor Space	1/ 50 sq feet	depends
Retail	3/1,000 sq ft GFA	1/200 sq. feet	decrease
Shopping Centers	4/1,000 sq ft GFA	5.5 per 1,000 sq feet	decrease
Supermarkets	4/1,000 sq ft GFA	1/180 sq. feet	decrease
<u>Industrial</u>			
Warehouse & Wholesale	1/1,000 sq ft GFA	1/1,000 sq. feet or 2 per 3 employees + 1 per company vehicle	decrease
Warehouse (30%-65% office or showroom space)	1/1,000 sq ft GFA and 1/Employee	1/300 sq. feet	depends
Manufacturing or Processing Plants	2.5/1000 sq ft Floor Space or 1/Employee on Shift (Whichever is Greater); and 1/Company Vehicle	1/employee on max shift or 1/350 sq feet + 1 per company vehicle	depends
Light Industrial/Accessory Manufacturing	2.5/1,000 sq ft GFA	Not in current code	na
Indoor/Outdoor Self Storage	1.5/50 storage units	Not in current code	na

Draft Red Lined Ordinance

Zoning Code Chapter 11

Parking Standards

Article 1. General Conditions, §§ 11-010–11-050

Article 1. General Conditions

Sec. 11-010. General Requirements.

(1) **Application.** Off-street parking and loading regulations shall apply to all buildings and land uses established after ~~<the effective date of this ordinance>~~ December 13, 1988.

~~A. At the time an existing land use or building use changes, a building expands, or an existing parking lot expands or is altered, property is redeveloped where cumulatively half the property area or more is altered, or whenever an existing parking lot is expanded, the developer and/or property owner shall work with the Department of Community Assets and Development to bring all parking and loading areas into conformance with the regulations of this Chapter as much as possible.~~

~~B. In the event a property owner is expanding parking through reconfiguration of existing parking areas or is taking actions to decrease an existing nonconformity, regulations from this chapter may be waived, subject to review and approval of the Department of Community Assets and Development.~~

~~C. Any change in use that requires more parking under this Chapter may only be undertaken if the property owner or developer provides additional spaces to meet parking requirements for the new use.~~

~~existing and any required additional off-street parking and loading areas must be brought into conformance with the regulations of this Chapter, subject to the provisions of Sections 8 410 through 8 480.~~

(2) **Purpose.** Off-street parking and loading regulations are established to protect the health, safety, and welfare of residents and visitors. Furthermore, the standards of this Chapter promote beneficial and sustainable systems to:

A. Improve and promote safe, attractive, and efficient parking areas;

B. Improve drainage flow and infiltration opportunities to reduce non-point source pollutants, including chlorides;

C. Reduce heat-island effects at the local scale;

D. Promote alternative modes of transportation and connectivity to local and regional trail systems (transit, ride-share, bicycle/scooter, etc.);

E. Increase availability of electric vehicle charging stations and proximity to facility entrances;

F. Provide surmountable curb for wildlife migration and improved lighting that complies with dark-sky guidelines

G. Improves accessibility and safety through improved line-of-sight and reduced issues due to winter freeze-thaw events

Commented [HD1]: Altered per previous PC discussion and feedback from business community

Commented [HD2]: Created to help with adoption

(3) **Required Plan.** Except for single- and ~~two-two~~-family residences, all applications for a building permit or for a certificate of occupancy (CO) shall include a site plan drawn to scale and dimensioned indicating the location of all off-street parking and loading spaces serving the property. Approval of the

building permit or CO is subject to available parking being in compliance with this Chapter.

~~(43) **Reduction and Use of Parking or Loading Space.** Unless otherwise permitted by the City, required parking or loading spaces shall not be used for alternative purposes including but not limited to: the storage of goods or trash disposal containers, storage of inoperable vehicles, or the parking of vehicles for sale or lease. Off-street parking facilities existing as of December 13, 1988 shall not be reduced to an amount less than that required under this Chapter for a similar new building or use. Off-street parking facilities provided to comply with this Chapter shall not be reduced below the Chapter requirements. Required parking or loading space shall not be used for storage of goods, trash disposal containers, or vehicles that are inoperable or for sale or rent, or any use other than the parking of vehicles. Up to 15% of parking spaces in parking areas may be used for snow storage during winter conditions.~~

Commented [HD3]: Altered to consolidate reduction of spaces and address snow storage

~~(54) **Location of Parking.** Except as provided elsewhere in this ordinance, Required off-street parking spaces shall be provided on the same lot as the principal building except as noted in Section 11-040 (5). Additionally:~~

~~A. The location of parking in Mixed Use zoning districts shall be in accordance with the provisions of Section 6-530.~~

~~B. Structured parking shall be placed to minimize impacts on surrounding development and be designed to be compatible – in terms of form, materials, and architectural style – with adjacent development.~~

~~C. Parking lots are discouraged from locating within floodplain and flood-prone areas.~~

Commented [HD4]: From Mixed Use district requirements

Commented [HD5]: From Sustainability and Low Salt Experts

~~(65) **Buffers and screens.** Off-street parking for single and two-family single- and two-family residences shall not be required to be screened. Off-street parking areas of four or more spaces and loading areas on properties that are adjacent to any residential district shall be screened from the residential district by one or more of the followingshall be regulated by the following provisions: an opaque fence per Section 4-540, a planting screen, a land berm of appropriate height or combination of the foregoing. Plans for a fence or landscaping screen shall be submitted for approval at the time of site plan application and shall be installed as part of the approved site improvements. Off-street parking for single and two-family residences shall not be required to be screened.~~

~~A. Where a surface parking lot directly abuts a street or public space, a minimum five-foot wide landscape buffer shall be adorned with groundcover plantings and trees located a minimum of thirty (30) feet on center.~~

~~B. In mixed use areas, the required landscape buffer shall also contain a continuous row of shrubs capable of growing to at least four (4) feet tall within 2 years, or a combination of other features (i.e. opaque wall, landscape berm, and smaller shrubs) to achieve the same effect. Walls, if proposed, must be constructed with materials that are compatible with the primary building and are subject to approval by the Department of Community Assets and Development.~~

~~C. Screening shall be setback from parking areas and pedestrian pathways to not create winter shade on saltable surfaces. Deciduous trees shall be exempt from this requirement.~~

~~(7) **Landscaping and Vegetation.** Vegetation may be used for natural filtration as part of a site's drainage systemand where drainage patterns align to flow towards these areas prior to stormwater runoff reaching surface water resources.~~

~~A. General Requirements:~~

~~1. Trees planted on the south side or within parking areas shall be deciduous to improve sunlight reaching paved areas during winter months in order to improve surface~~

melting.

2. Landscaping or plantings shall consist of native vegetation species and not require the use of pesticides, herbicides, insecticides or other, plant treatments, especially neonicotinoids.

BE. Landscaped parking lot islands shall be a minimum of (nine) 9 feet wide and long enough to protect adjacent parking spaces shall be required at the beginning and end of each parking row to break up longer rows. This requirement may be waived if the parking lot design achieves all of the following:

1. Consolidates landscape and stormwater management areas into large medians,
2. Demonstrates adequate traffic calming,
3. Implements design techniques for using less salt in winter conditions (Section 11-020 (13), and
4. Medians can function as adequate snow storage as part of a snow storage plan.

C. Parking spaces and rows shall be organized to provide consolidated landscaped areas and on-site stormwater management.

Commented [HD6]: Recommended by Sustainability and Low Salt Experts

(86) Lighting.

A. Maximum site illumination shall be regulated as follows:

1. Site illumination shall not exceed .4-5 foot-candles at ground level when measured at an adjoining residential property in residential areas and 2.0 footcandles in non-residential areas.
2. Lighting on the site and building shall be full cut-off directional lighting directed downward, and installed so as to prevent direct light from being detectable at the lot line of the site on which the light source is located.
3. The site plan or alternate design documentation must contain illuminance models showing light levels throughout the site as determined necessary by the city.

B. Lighting structures shall be located within a safety island or around the perimeter of the parking area and shall not be placed as freestanding structures within the parking area. Lighting structures may be placed within a traffic safety island when the parking area is sufficiently large enough to allow snow plows unimpeded access around and between island during winter snow events.

C. Light structures within parking lots may not exceed 20 feet in height in vehicular areas and a maximum of 15 feet in height in pedestrian areas.

D. Lighting as described in this Subsection shall not shine directly into the public right-of-way, or onto any residential use, or into any natural areas, including wetlands, ponds, prairies, and forested areas. (Ord. No. 567, 12-13-88; Ord. No. 662, 11-23-99; Code of 2001)

Commented [HD7]: From Sustainability and Traffic Engineer Experts

Commented [HD8R7]: Supported by Illumination Engineering Society of North America (IESNA)

Commented [HD9]: From Sustainability and Low Salt Experts

Section 11-020. Construction and Maintenance.

(1) **Surfacing.** All off-street driving, loading, and parking areas shall have a paved surface. No vehicle may be parked and no property owner shall allow a vehicle to be parked off-street unless the vehicle is on and over an approved bituminous, concrete, brick, or decorative block surface that spans the entire vehicle. Permeable surfaces are allowed, such as permeable pavers, permeable asphalt, or other approved and improved permeable materials. Permeable surfaces must be designed, constructed, and maintained to allow infiltration or collection of stormwater in order to count as a permeable surface. For the purposes of calculating impervious surfaces, permeable surfaces allowed for parking areas may count against impervious surface maximums found in residential zoning districts and shoreland requirements. The

Commented [HD10]: From Sustainability Expert

definition of a “vehicle” in Minn. Stats. §169.011 is hereby adopted for the purpose of this ordinance and includes any conveyance with an axle. ~~(Ord. 768, 11-25-2008). Parking areas and driveways shall be kept free of dirt, dust, debris and waste. In winter months, required parking areas shall be cleared of snow and ice within a reasonable time.~~

(2) **Curbing.** All off-street driving, loading, and parking areas shall be constructed with poured-in-place concrete curb except for ~~single and two-family~~ single- and two-family residences. ~~Curbs shall be surmountable to allow for better snow management in addition to facilitating wildlife crossing areas to the extent practicable, especially in areas of park setting, natural vegetation, or water resource locations.~~

Commented [HD11]: From Sustainability Expert

(3) **Striping.** All parking stalls shall be marked with white or yellow painted lines not less than four inches wide except for ~~single and two-family~~ single- and two-family residences. ~~Such markings shall be maintained in a clearly legible condition.~~

(4) **Traffic Safety Islands.** ~~Traffic safety islands shall be installed at the ends of each parking tier. Additional traffic safety islands may shall be required used to maintain safe and orderly flow of traffic within the parking lot, deemed necessary by the Department of Community Assets and Development. Where a traffic safety island is installed, a drainage management plan shall be required and the meltwater from snow piled on the island must be controlled. Any lighting located within a parking area must be located within a traffic safety island.~~

Commented [HD12]: From Low Salt Expert

(5) **Boulevard Parking.** The boulevard portion of the street right-of-way shall not be used for parking except for improved driveways serving single and two family residences.

(6) **Required Setbacks for Parking Areas, Aisles, and Driveways.** No parking area, aisle, or driveway shall be provided in the following setback areas measured to the lot line except for driveways needed to cross the setback area to provide access to a public right-of-way.

	RESIDENTIAL	BUSINESS	INDUSTRIAL
FRONT YARD	30 ft.	30 ft.	40 ft.
SIDE YARD	5 ft. (15 ft. if zoned R-3A or R-3B and abutting on R-1 or R-2 zoned property)	5 ft. (25 ft. if abutting residentially zoned property; <u>shared driveways may have no setback</u>)	5 ft. (60 ft. if abutting residentially zoned property; <u>shared driveways may have no setback</u>)
REAR YARD	5 ft. (15 ft. if zoned R-3A or R-3B and abutting an R-1 or R-2 zoned property)	5 ft. (25 ft. if abutting residentially zoned property)	5 ft. (60 ft. if abutting residentially zoned property)
SIDE STREET YARD	30 ft.	30 ft. *15 ft. by Special Use Permit	40 ft. (60 ft. if across from residentially zoned property) *20 ft. by Special Use Permit

* May be allowed by the City Council by approval of a Special Use Permit in accordance with the standards of Section 8-130 and where it is determined no adverse impact would be created and would be compatible with the planned and existing characteristics of the surrounding streets and land uses.
(Ord. No. 756, 2-26-08)

(7) **Parking Space and Aisle Standards.** All parking spaces and aisles shall comply with the minimum standards specified in this Subsection. Spaces for accessible parking shall conform to US Access Board Guide to the ADA Accessibility Standards, Chapter 5.

Commented [HD13]: From Traffic Engineer Expert

Standard Parking			
ANGLE	CURB LENGTH STALL WIDTH	STALL LENGTH	AISLE WIDTH
(DEGREES)	(FEET)	(FEET)	(FEET)
90	9.0	18	24
60	10.5	18 19	18 15*
45	12.5	18	16 13*

Commented [HD14]: From Traffic Engineer Expert, supported by ULI and National Parking Association data

Handicapped Parking			
ANGLE	CURB LENGTH	STALL LENGTH	AISLE WIDTH
(DEGREES)	(FEET)	(FEET)	(FEET)
90	12.0	18	24
60	13.5	18	18*
45	15.5	18	16*

* All angle parking requires one-way aisles.

(8) **Driveway and Curb Cut Standards.**

A. In all districts except R-1 and R-2 and in all multiple family residential, commercial, and industrial uses, no driveway entrances shall be less than fifty feet from any right-of-way line of a street intersection.

B. For ~~single and two family~~ single- and two-family residences located in R-1 and R-2 districts, no driveway entrances shall be less than twenty feet from any right-of-way line of a street intersection.

C. Parking stalls may not obstruct access to enclosed parking spaces and be counted toward the minimum number of parking stalls required, except for single-family, ~~and two-family~~, and townhome residences.

D. The distance between driveways on the same parcel for single family and two family residences shall be no less than forty feet. In a "circle" or "loop" driveway situation, driveways may not be closer to a neighboring driveway than fifty feet along the right-of-way.

E. In all other cases, the distances between ~~single-family and two-family residential~~ driveways shall be no less than ~~fifty~~ ten feet.

Commented [HD15]: From Sustainability Expert

F. ~~_____~~ Driveways shall intersect streets at a ninety degree angle.

G. ~~_____~~ No property under common ownership and used as a single unified use shall be entitled to more than two curb cuts or access points, including shared accesses, unless a site plan or site plan amendment for a greater number is approved by the City Council.

H. For new development along existing streets where curb cuts already exists, the number of curb cuts to the site shall not be increased. Where possible, existing curb cuts should be consolidated, and access points shared as much as possible.

I. Wherever possible, vehicular access to a site or building shall occur through an alley or on-site private drive aisle rather than by a curb cut from the street.

~~H.I.~~ No curb cut or access point shall be created directly into any street of collector status or greater unless approved by the City or County.

~~I. In all commercial and industrial districts, direct access shall be directed away from local streets.~~

~~_____~~ K.J. ~~_____~~ The minimum and maximum widths for curb cuts and driveways shall be as follows:

Single and Two Family Residences			
Driveways <u>(Measured at the property line)</u>			
Minimum	14	Maximum	30
Curb Cuts <u>(Measured along the curb)</u>			
Minimum	14	Maximum	24

Other Residential*							
Driveways & Curb Cuts							
One Way			Two Way				
Minimum	14	Maximum	18	Minimum	24	Maximum	30

Non Residential*					
Driveways & Curb Cuts					
One Way			Two Way		
Minimum	14	Maximum	24	Maximum	36

* For driveways crossing existing or planned future public trails, along designated safe routes to school, and in areas designated as areas of high pedestrian and cyclist use, the Department of Community Assets

Commented [HD16]: From Mixed Use district requirements

and Development may require limiting driveways to the minimum width allowed.

Commented [HD17]: From Traffic Engineer Expert

(9) **Circulation.** Except in the case of ~~single and two-family~~ single- and two-family residences:

A. ~~Parking areas shall be designed so that circulation between parking stalls or aisles occurs within the designated parking lot and does not depend upon a public street or alley as follows~~
For vehicles:

1. Parking areas shall be designed so that circulation between parking stalls or aisles occurs within the designated parking lot and does not depend upon a public street or alley.
2. Parking area designs that require backing into the public street shall be prohibited, with the exception of emergency vehicles or vehicles plowing snow.
3. “Entrance only” and “exit only” signs may be required by the Department of Community Assets & Development where necessary to ensure sufficient circulation and access to a public street.
4. Cross access and circulation across adjoining parcels is required where appropriate and feasible, to be determined by the Department of Community Assets and Development Joint circulation shall be documented in a cross access and circulation easement and agreement, subject to approval by the city.

Commented [HD18]: Existing language

Commented [HD19]: From Low Salt Expert

Commented [HD20]: From Traffic Engineer Expert

Commented [HD21]: From Mixed Use district requirements

B. ~~Parking area designs that require backing into the public street shall be prohibited~~For pedestrians:

1. Pedestrian access points shall be provided at all pedestrian arrival points to the development including the property edges, adjacent lots, abutting street intersections, crosswalks, and at transit stops if applicable. Pedestrian access shall be coordinated with existing development to provide circulation patterns between developments.
2. Planned trail connections as identified in the City’s Comprehensive Parks Plan shall be accommodated and incorporated into projects as may be necessary by the Department of Community Assets & Development.
3. Pedestrian walkways and trails shall form an on-site circulation system that minimizes the conflict between pedestrians and traffic at all points of pedestrian access to on-site parking and building entrances, and between buildings.
4. Pedestrian access and walkways shall meet the following minimum design standards:
 - i. Access and walkways shall be luminated and physically separated from driveways and parking spaces by landscaping, berms, barriers, grade separation or other means to protect pedestrians from vehicular traffic;
 - ii. Access and walkways shall be a minimum of six (6) feet of unobstructed width and meet City standards for surfacing of walkways or sidewalks;
 - iii. Access shall be usable by mobility-impaired persons and shall be designed and constructed to be easily located by the sight-impaired pedestrian by either grade change, texture or other equivalent means;
 - iv. A clearly delineated crosswalk shall be required when a walkway crosses a driveway or a paved area accessible to vehicles. Raised crosswalks or speed bumps may be required at all points where a walkway crosses the lane of vehicle travel.
 - vi. Parking stalls shall not be located where they obstruct doorways, driveways, or pedestrian walkways.
 - vii. In large parking lots of over 60 stalls, a combination of traffic safety islands or landscape medians, with pedestrian circulation, shall be provided to divide the parking lot into sections. No parking stall shall be over 200 feet from a median or traffic safety island with pedestrian circulation.

viii. Trail designs shall meet requirements as spelled out by the Department of Community Assets & Development.

Commented [HD22]: From Mixed Use district requirements

(10) **Drive-Thru Facilities.** Commercial uses containing drive-in or drive-up facilities shall be permitted only by issuance of a Special Use Permit. Such special use shall be considered in accordance with Section 8-130 and the following standards:

- A. The drive-thru facility does not negatively impact traffic on public rights-of-way.
- B. A stacking lane shall be provided with a minimum of four spaces per lane in addition to the number of required parking spaces.
- C. The stacking lane shall be a minimum of ~~twelve~~-ten feet wide.
- D. The vehicle stacking lane shall not extend beyond the street right-of-way line.
- E. ~~The vehicle stacking lane shall be delineated so that vehicles waiting in line will not unreasonably interfere with the primary driving, entrance, exit, and parking facilities on site. Employee-only designated parking may be considered in an effort to comply with this condition.~~
- F. ~~The principal pedestrian connection to the entrance of the use from a public sidewalk may not cross the drive through facility stacking lane.~~
- G. Any pedestrian walkway that is adjacent to or crosses the stacking lane must be marked and clearly indicated with signage or painted crosswalk.
- ~~GH.~~ The drive-thru use may be limited so as not to unreasonably interfere with adjacent and nearby uses. Limits of use may include, but is not limited to, prohibition of certain uses that may be inappropriate due to their demand on parking and stacking needs, such as fast food establishments.
- ~~H.~~ The following hours of operation shall be imposed:
 - 1. For properties abutting R-1, R-1A and R-2: Sunday – Thursday 7:00 AM – 9:00 PM and Friday – Saturday 7:00 AM – 10:00 PM.
 - 2. For properties abutting all other zoning districts: Sunday – Thursday 6:00 AM – 11:00 PM and Friday – Saturday 6:00 AM – 12:00 PM.The City Council may impose different hours of operation based upon specific characteristics of adjacent and nearby uses.
- ~~I.~~ Any menu/ordering signage interior to the site with an intercom shall not be audible from residentially zoned property and if illuminated shall be directed away from residentially zoned property.
- ~~J.~~ Fencing and or landscaping may be required to shield head-light illumination from adjacent and nearby ~~areas~~ but shall not shade saltable surfaces.

Commented [HD23]: From Traffic Engineer Expert

(11) **Drainage and Stormwater Management.** All developments with parking lots, with the exception of single- and two-family residences, shall include plans and details of proposed drainage patterns.

- A. Parking lots must incorporate drainage standards to reduce non-point source pollution and improve capturing stormwater. Improved drainage should also include infiltration and/or natural treatment processes prior to outflow to creek, stream, wetland or other area.

Commented [HD24]: From Sustainability Expert

(12) **Electric Vehicle (EV) Charging.** All developments with parking lots, with the exception of single- and two-family residences, may include one or more locations to allow for electric vehicle charging, or place infrastructure nearby to facilitate future station installation.

- A. The thresholds for adding EV charging spaces to new developments are as follows:

# of Parking Spaces Planned/Existing	Required # of EV Spaces and Level of Charging
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29 or fewer	None Required
30-49	Multi-family: 5% at Level 1 or greater Non-residential: 2 spaces at Level 2 charging or greater
50+	Multi-family: 10% at Level 1 or greater; 1 space at Level 2 or greater Non-residential: 5% at Level 2 charging or greater

(13) Snow and Snowmelt Management. All developments with parking lots, with the exception of single- and two-family residences, may include locations of proposed drainage patterns for snowmelt and adequate snow storage areas, subject to the following requirements

- A. Parking lots must have a location for storing snow in a low area of the property towards areas of existing or proposed native vegetation for infiltration. An area for snow storage must be 15% the size of parking areas and walkways to be maintained in winter conditions.
- B. Drainage and stormwater management infrastructure and designated snow storage areas may not overlap with or impede the use of accessible spaces, transit stops, sidewalks, or other pedestrian access areas.
- C. Parking lots must incorporate drainage standards to reduce non-point source pollution and improve snow melt footprint to reduce salting. Drainage should also include infiltration and/or natural treatment processes prior to outflow to creek, stream, wetland or other area.

(14) Parking Structure Design. All parking structures in developments shall conform to the following provisions:

- A. Parking garage design should be compatible with adjacent buildings in terms of form, massing, scale, materials, and façade articulation. Pedestrian-level lighting must be included on facades abutting pedestrian walkways.
- B. Spandrel panels or opaque screening systems, such as louvers, at least thirty-six (36) inches in height shall be used to screen vehicles from view on all levels.
- C. Any parking garage façade that is visible from public view shall be designed such that the internal ramping system is not visible.
- D. Wherever possible, especially for parking garage façades that face a public street, the ground floor of the parking structure should incorporate retail, commercial, or other nonresidential uses to help activate the street.
- E. Any ground-level façade of a parking garage that is visible from the street and does not provide retail, commercial, or other active ground floor uses shall include at least two (2) of the following design features:
 - 1. Façade articulation through change in vertical plane or a change in building material.
 - 2. The use of windows or false windows defined by frames, lintels, or sills.
 - 3. Integration of multiple building entrances.
 - 4. Buffering along the street edge with landscaping, street trees, green walls, or trellises with vines.
- F. Vehicular entrances to buildings and parking garages that contain a ramp shall be screened from view of the street or adjacent public space in as much as possible. Where a vehicular entrance or ramp directly abuts a pedestrian walk, appropriate cautionary signs shall be used to alert pedestrians of the presence of vehicles and to inform drivers that pedestrians have the priority.

(Ord. No. 759, 05-13-2008)

Commented [HD25]: From Mixed Use district requirements

Sec.11-030. Minimum Number of Off-Street Parking Spaces Required.

(1) **Computing Requirements.** In computing the number of parking or loading spaces required the following rules shall govern:

- A. ~~Floor space shall mean the g~~Gross floor area of the specific use ~~is~~ calculated on the basis of the exterior floor area dimensions of the building, structure or use, multiplied by the number of floors, ~~minus ten percent.~~
- B. When determining the number of off-street parking spaces, fractional results ~~of one-half or more shall require another space~~are rounded up to the nearest whole number.
- C. Except as provided for under joint parking and shopping centers, if a structure contains two or more types of use, the area of each use shall be calculated separately in determining the total number of off-street parking stalls required.

(2) **Handicapped Accessible Parking.** ~~For all uses where automobile parking spaces are provided except single- and two-family residences, accessible parking facilities for persons with disabilities must be provided for accessible parking, and shall be identified for such use in accordance with all applicable state regulations.~~

~~all uses where automobile parking spaces are provided except single and two family residences, at least one space per fifty spaces or any fraction thereof shall be provided for the use of the handicapped, and shall be identified for such use in accordance with Sections 29 38 through 29 30. Such parking shall be located as close as practicable to a building entrance providing adequate ingress for the handicapped into the main lobby or corridor of the building. A continuous, permanently designated pathway at grade shall be provided which links the parking spaces to the building entrance. Such pathway shall be made of concrete, asphalt paving, or similar permanent material with a slip resistant surface, at least 48 inches wide and with a slope not to exceed one vertical to twenty horizontal. See Minnesota State Building Code, Chapter 1240.1900, for information regarding handicapped parking symbols and signage.~~

~~A. The number and type of accessible parking spaces to be provided shall be based upon the US Access Board Guide to the ADA Accessibility Standards, Chapter 5. Accessible parking spaces are required for each parking facility on a site, such as lots and garages. Requirements apply equally to public and employee or restricted parking. On sites with multiple parking facilities, the minimum number of accessible spaces must be calculated separately for each parking facility instead of on the combined total of parking spaces provided on the site.~~

~~B. At least one of every six (6) accessible spaces, or fraction of six (6), in each parking facility must be sized to accommodate vans.~~

~~C. Such parking shall be located as close as practicable to a building entrance providing improved accessible ingress into the main lobby or corridor of the building. A continuous, permanently designated pathway at grade shall be provided which links the parking spaces to the building entrance. Such pathway shall be made of concrete, asphalt paving, or similar permanent material with a slip-resistant surface, at least forty-eight (48) inches wide and with a slope not to exceed one vertical to twenty horizontal.~~

~~D. No parking area drainage patterns shall flow towards or be placed within accessible parking areas.~~

~~E. See Minnesota State Building Code, Chapter 1240.1900, for information regarding accessible parking symbols and signage.~~

Commented [HD26]: From Traffic Engineer Expert

(3) *Number of Spaces Required.*

LAND USE	NUMBER OF SPACES	UNIT OF MEASURE
A. Single Family	2.0	Dwelling unit
B. Two Family	2.0 — 1 enclosed	Dwelling unit
C. Townhouses	2.0 — 1 enclosed +1.0 — visitor parking + .5 — visitor parking	Dwelling unit Each unit up to 10 units Each unit over 10 units
D. Multi family	2.0 — 1 enclosed +1.0 — visitor parking + .5 — visitor parking	Dwelling unit Each unit up to 10 units Each unit over 10 units
E. Boarding and lodging houses	2.0	4 beds
F. Residential developments — restricted to the elderly	1.0 — .5 enclosed +1.0 — visitor parking + .25 — visitor parking	Dwelling unit Each unit up to 10 units Each unit over 10 units
G. Sanitarium, convalescent home, rest home, nursing home	4.0 +1 +1 +1	Per structure 3 beds Doctor Employee on maximum shift
H. Churches & synagogues	1.0 or 1.0	3 seats 5 ft. pew length
I. Schools — 1. Elementary, Junior High — 2. Senior High — Grades 9-12 — Grades 10-12 —	1.0 +1 1.0 +1 1.0 +1	per classroom Every 50 students per classroom Every 4.5 students per classroom Every 3.5 students
J. Auto/Motor Fuel Stations*	4.0 — Minimum	
*Facilities designed for sale of items other than automotive products or parts shall be required to provide additional parking in compliance with other applicable sections of this Chapter.		

K. Auto repair, auto sales, trailer	6.0 ±1.0 ±2.0 ±1	Minimum For every 500 sq. ft. floor space over 1,000 sq. ft. Service Bay Employee
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LAND USE	NUMBER OF SPACES	UNIT OF MEASURE
L. Banks	1.0	200 sq. ft. of gross floor area
M. Beauty shops, barber	2.0 ±1	Chair or tanning bed
N. Bowling alleys	5.0	Lane
O. Car Wash (in addition to 1. Automatic drive through 2. Self-service	2.0 ±1 10.0 ±1	Minimum Per attendant Minimum Per attendant
P. Cinemas and theaters	1.0	Every 3 seats
Q. Clinics (including, but not	3.0 ±1 ±1	Minimum Doctor/employee 200 sq. ft. floor space
R. Convenience stores	1.0	200 sq. ft. floor space
S. Day care (other than home	1.0 ±1	Employee 6 children
T. Furniture/appliance stores	1.0 ±1	400 sq. ft. floor space Employee
U. Hospitals	1.0 ±1 ±1	2 beds Each employee on major shift Every 2 doctors on staff
V. Hotels and motels	1.0 ±1 ±1	Dwelling unit 10 units Employee
W. Libraries, museums, post	10.0 ±1	Minimum 150 sq. ft. of floor space in excess of 2,000 sq. ft.

LAND-USE	NUMBER OF SPACES	UNIT OF MEASURE
X. Manufacturing or processing	1.0 or 1 +1	Each employee on major shift 350 sq. ft. floor space whichever is greater Each company vehicle on premises
Y. Municipal administration	1.0	200 sq. ft. of floor space
Z. Nightclubs/bars	1.0	50 sq. ft. of floor space
AA. Office buildings — professional office	1.0	200 sq. ft. of floor space
BB. Restaurants		
— 1. Drive-in & fast food	1.0	65 sq. ft. of floor space
— 2. Sit-down full service:	1.0	60 sq. ft. of floor space
— 3. Sit-down full service: nightclubs/bars	1.0	50 sq. ft. of floor space
CC. Other retail & service establishments	1.0	200 sq. ft. of floor space
DD. Shopping centers/mixed-use commercial facilities	5.5	1,000 sq. ft. of floor space
EE. Supermarkets	1.0	180 sq. ft. floor space
FF. Undertaking establishments	20.0 +1	Chapel/parlor Employee
GG. Warehouse & wholesale	1.0 or 2.0 (whichever is greater) +1	1,000 sq. ft. floor space For every 3 employees For each company vehicle
HH. Office/warehouse (30% or — more office or showroom space, but not exceeding 65% office or showroom space)	1.0	300 sq. ft. of floor space

A. The following table is the minimum required number of parking spaces per use.

<u>Land Use</u>	<u># of Spaces/Unit Ratio</u>
<u>Residential</u>	
<u>Single-Family</u>	<u>2/DU</u>
<u>Two-Family</u>	<u>2/DU (1 Enclosed)</u>
<u>Townhouses</u>	<u>2.25/DU (Included: 1 Enclosed; .25 for Visitor Parking)</u>
<u>Multi-Family</u>	<u>1.85/DU (Included: 1 Enclosed; .25 for Visitor Parking)</u>
<u>Senior Housing</u>	<u>1.25/DU (Included: .5 Enclosed; .25 for Visitor Parking)</u>
<u>Sanitarium, Convalescent Home, Rest Home, Nursing Home, Congregate Care/Assisted Living</u>	<u>0.25/Bed (Visitors); 1/Employee on Shift</u>
<u>Group Homes, Nursing Homes, Boarding and Lodging Houses</u>	<u>0.5/Bed</u>
<u>Community and Institutional</u>	
<u>Places of Public Assembly</u>	<u>0.33/Seat</u>
<u>School (K-12, Primary/Secondary/Post-Secondary)</u>	<u>Parking Study Needed</u>
<u>Hospitals</u>	<u>3/Bed and 0.75/Employee</u>
<u>Libraries, Museums, Post Offices, Art Galleries</u>	<u>2/Employee and 2/1,000 sq ft GFA</u>
<u>Municipal Administration Buildings</u>	<u>1/200 sq ft Floor Space</u>
<u>Undertaking Establishments</u>	<u>20/Chapel or Parlor; and 1/Employee</u>
<u>Commercial</u>	
<u>Auto/Motor Fuel Stations and Convenience Stores</u>	<u>5/1000 sq ft GFA</u>
<u>Auto Repair, Auto Sales, Trailer Sales, Marine, Garden Center Sales</u>	<u>2/Employee</u>
<u>Beauty Shops, Barber Shops, Tanning Salons</u>	<u>2 Minimum and 1/Chair</u>
<u>Bowling Alleys</u>	<u>2/Lane</u>
<u>Car Wash (Automatic Drive-Through Service)</u>	<u>2 Minimum and 1/Attendant</u>
<u>Car Wash (Self-service)</u>	<u>10 Minimum and 1/Attendant</u>

<u>Cinemas and Theaters</u>	<u>0.33/seat</u>
<u>Clinics (Medical, Veterinary, Animal Hospital)</u>	<u>5/1000 sq ft Floor Space</u>
<u>Day Care/Montessori</u>	<u>0.3/Person</u>
<u>Motels and Hotels</u>	<u>1.25/Room; add 10/1000 sq ft GFA for lounge/restaurant; add 30/1,000 sq ft GFA for conference/banquet facilities</u>
<u>Banks, Offices</u>	<u>3.5/1,000 sq ft GFA</u>
<u>Restaurants (Drive-in/Fast Food)</u>	<u>15/1,000 sq ft GFA</u>
<u>Restaurants (Sit Down Full Service)</u>	<u>15/1,000 sq ft GFA</u>
<u>Nightclubs/Bars</u>	<u>20/1000 sq ft Floor Space</u>
<u>Retail</u>	<u>3/1,000 sq ft GFA</u>
<u>Shopping Centers</u>	<u>4/1,000 sq ft GFA</u>
<u>Supermarkets</u>	<u>4/1,000 sq ft GFA</u>
<u>Industrial</u>	
<u>Warehouse & Wholesale</u>	<u>1/1,000 sq ft GFA</u>
<u>Warehouse (30%-65% office or showroom space)</u>	<u>1/1,000 sq ft GFA and 1/Employee</u>
<u>Manufacturing or Processing Plants</u>	<u>2.5/1000 sq ft Floor Space or 1/Employee on Shift (Whichever is Greater); and 1/Company Vehicle</u>
<u>Light Industrial/Accessory Manufacturing</u>	<u>2.5/1,000 sq ft GFA</u>
<u>Indoor/Outdoor Self Storage</u>	<u>1.5/50 storage units</u>

B. The maximum parking allowed for non-residential and mixed-use developments shall be 10% over the minimum. Developments proposing more than the allowed maximum shall submit a parking study and provide parking area enhancements per section Sec. 11-040 (2) E) and be approved by City Council.

C. Non-residential uses may count on-street parking spaces in public right-of-way abutting the site towards satisfying off-street parking requirements. One on-street parking space credit may be taken for each twenty (20) linear feet of abutting street where on-street parking is allowed. Only spaces on the same side of the street as the site may be counted.

D. Non-residential uses and mixed-use developments not providing a minimum number of spaces within 10% of the minimum ratio-number of parking shall submit a parking study. The parking study shall include documenting that the number of spaces provided will not require off-site parking, not covered under joint parking and shopping centers, or on-street parking away from the property. Approval of the proposed parking ratio is subject to City Council approval, along with constructing elements and/or enhancements to parking areas per section Sec. 11-040 (2).

E. Residential uses not providing the minimum amount of parking shall submit a parking study documenting the number of spaces needed for the development, along with elements and/or enhancements to parking areas per section Sec. 11-040 (2). Approval of the proposed parking ratio

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is subject to City Council approval.

(4) Bicycle and Scooter Parking. For all uses where automobile parking spaces are provided except single- and two-family residences, parking facilities for bicycles and scooters must be provided and shall be regulated by the following provisions:

A. The number bicycle and scooter spaces to be provided shall be based upon the following chart:

LAND USE	NUMBER OF SPACES
A. Residential	1.0 per Two (2) Dwelling Units
B. Non-residential	Minimum of 1.0; and 1.0 per 20 vehicle parking spaces

B. A bicycle or scooter space is equal to one-half (.5) bicycle rack. When calculating the number of spaces, the total number is rounded up to the nearest whole number. Long-term bicycle storage indoors may count towards no more than 80% of the required bicycle and scooter spaces.

C. An acceptable bicycle rack is an inverted U shape made of bent metal with two points of contact with the ground. The rack must have a concrete footing or foundation, or similar method of installation affixing it to the ground. Long-term bicycle storage provided indoors is not restricted to a U-shaped rack.

D. The area around bicycle or scooter spaces must have three (3) feet of clearance measured from the furthest extent of the bicycle rack. This clearance may not conflict with pedestrian pathways or circulation. The area within this clearance and underneath the bicycle rack must be paved.

E. Parking for bicycles and scooters must be luminated at night with a dedicated lighting fixture and be located within 100 feet of the main public building entrance on the same property.

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(8) On-demand and Ride-hailing Transportation Services. For all uses where automobile parking spaces are required except single-family, two-family, and townhome residences, parking facilities for transportation services using on-demand methods or platforms for ride-hailing and deliveries and shall be regulated by the following provisions:

A. A business or single residential building may utilize one off-street parking spaces dedicated to ride-hailing and deliveries. A shopping center, residential complex, mixed-use development, or joint facility may utilize two off-street parking spaces dedicated to ride-hailing and deliveries.

C. Businesses and commercial areas within a 1,000 ft radius may organize and designate a total of one on-street space per participating business, where available, for ride-hailing and delivery services.

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(Ordinance No. 567, 12-13-88; Code of 2001)

Sec. 11-040. Special Circumstances.

(1) ***Proof of Parking for Delayed Construction.*** The City may approve a proof of parking plan that proposes to install initially only a portion of the required parking but that demonstrates that the full complement of required parking could be installed on the property in accordance municipal standards at a later date as determined by the City. In all instances where proof of parking is permitted, a legal instrument which is satisfactory to the City as to form and manner of execution shall be entered into by the parties concerned for a proof of parking agreement. Such instrument must be filed with the City and recorded with Ramsey County.

(2) ***Parking Space Reductions and Enhancements.*** The following off-street parking reductions may be utilized ~~jointly or separately~~ except as indicated otherwise, subject to a parking analysis and plan adopted by City Council, with a recorded agreement to ensure stipulations for reductions and enhancements are maintained and subject to a maximum reduction of fifteen percent (15%) of required minimum parking spaces.:

A. Off-street parking facilities for ~~residential uses~~ existing uses as of <the effective date of this ordinance> shall not be reduced to an amount less than that required under this Chapter. Off-street parking facilities for all other uses existing as of may reduce parking after a parking agreement or similar legal instrument is entered into by the concerned parties, filed with the city, and recorded at the county.

B. *Transit.* The minimum number of required spaces for use(s) may be reduced by ~~ten-five (10%)(5%)~~ percent if the building is located within one-quarter of a mile from a qualified transit stop; to qualify, the transit stop must be served by regular transit service on all days of the week and adequate pedestrian access must be available between the transit stop and the use(s). Information about transit routes and schedules should be posted in public spaces within the building to encourage the use of transit.

C. *Car-share parking.* A reduction of up to one required space per reserved parking space for car-share vehicles or five ~~(5%)~~ percent (5%) of the required parking spaces, whichever is greater, may be granted for any development that provides reserved parking for car-share vehicles. Reserved parking spaces for car-share vehicles may be provided in any required or non-required off-street parking space. Parking spaces for car-share vehicles shall be provided in convenient, accessible locations within one hundred (100) feet of a public entrance to a principal building.

D. *Ridesharing and Car Pooling.* The City recognizes the benefit of ridesharing and carpooling. Any non-residential use that offers rideshare or carpooling to its employees may reduce the number of required spaces by five ~~(5%)~~ percent (5%).

E. *Parking Enhancements.* A percentage increase or decrease, depending on the use, in parking may be approved by the City, utilized jointly or separately except as indicated otherwise, provided that one of the following conditions are met. The following enhancements may be used to the benefit of the development:

1. Incorporation of EV charging stations or installation of infrastructure for future installation, compliant with Sec.11-0230 (12), modifies the parking ratio by five ~~(5%)~~ percent(5%) .

2. Incorporation of snow and snowmelt management design principles for all surface parking areas, compliant with Sec.11-0230 (13), modifies the parking ratio by five ~~(5%)~~ percent (5%).

3. Construction of structures covering fifty percent (50%) or more of provided surface parking spaces, when the structure is designed and built to hold solar panels and passively

generate electricity, modifies the parking ratio by five (5%) percent.

4. The area which would have been occupied by the eliminated parking spaces in items (1) to (3) above must be devoted to pervious surfaces, stormwater facilities, tree retention or native landscaping as directed by the Department of Community Assets and Development.

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~~(23) **Condition of Proof of Parking.** In all instances where proof of parking is permitted, a legal instrument which is satisfactory to the City as to form and manner of execution shall be entered into by the parties concerned for a proof of parking agreement. Such instrument must be filed with the City and recorded with Ramsey County.~~

~~(3) **Ridesharing and Car Pooling.** The City recognizes the benefit of ridesharing and car pooling. Therefore, any organization or business that encourages its employees to rideshare or offers car pooling to its employees, may submit a proof of parking plan to the City for approval per Section 11-040 (1).~~

~~(434) **Other Uses.** Parking requirements for Other unique uses or unique circumstances not specifically mentioned here in this Chapter shall be determined on an individual basis. Factors to be considered shall include: size of building, type of use, number of employees, peak demand hour, expected volume and turnover of customer traffic, and expected frequency and number of delivery or service vehicles. -The applicant shall be responsible for collecting, assimilating and presenting the data to support the request. The data must be documented to the City's satisfaction.~~

~~(545) **Joint Facilities.** The City may approve a special use permit for one or more businesses-uses to provide the required off-street parking facilities by joint use of one or more sites if the total number of spaces provided is less than the sum of the total required for each business had they provided them separately. The City shall not approve such a permit unless the following conditions exist:~~

A. ~~___~~ -No more than fifty percent of the parking facilities required for a theater, bowling alley, dance hall, bar or restaurant may be supplied by the off-street parking facilities provided by types of use specified as primarily daytime in Section 11-0340 ~~(35) AD~~.

B. ~~___~~ -No more than fifty percent of the off-street parking facilities required in this Section 11-0340 ~~(35) AD~~ as primarily daytime uses may be supplied by the parking facilities provided by the following nighttime or Sunday uses: auditoriums incidental to public or parochial schools, churches, bowling alleys, dance halls, theaters, bars, or restaurants.

C. ~~___~~ -No more than eighty percent of the parking facilities required by this section for churches or for auditoriums incidental to public or parochial schools may be supplied by the off-street parking facilities provided by uses specified in Section 11-0430 ~~(35) AD~~ as primarily daytime.

D. ~~___~~ -For the purpose of this section, the following may be determined by the City Council to be primarily daytime uses: banks, business offices, manufacturing, wholesale and similar uses.

E. ~~___~~ Required accessible parking spaces and required parking for residential uses may not be located off site.

F. ~~___~~ Off-site parking areas much be located within a 1,000-foot radius of the use served by such parking, measured from the nearest public entrance door of the use.

~~(56) **Conditions Required for Joint Use.** The following conditions shall apply in all instances in which joint use of parking is permitted:~~

A. ~~___~~ -The building or use for which application is being made to utilize the off-street parking facilities provided by another building or use shall be located adjacent to such parking facilities.

- B. -The applicant shall show that there is no substantial conflict in the principal operating hours of the two buildings or uses for which joint use of off-street parking facilities is proposed.
- C. -A legal instrument, satisfactory to the City as to form and manner of execution, shall be executed by the parties concerned for joint use of off-street parking facilities and filed with the City. Such instrument also shall be recorded with Ramsey County.

~~(67)~~ **Setback exception.** Joint or combined parking facilities or adjoining parking facilities on separate lots as authorized and when constructed adjacent to a common lot line separating two or more parking areas are not required to observe the parking area or driveway setback from the common lot line.

~~(Ord. No. 567, 12-13-88; Code of 2001)~~

Sec.11-050. Off-Street Loading/Unloading.

(1) Location.

- A. All loading/unloading areas shall be off-street and located on the same lot as the building or use to be served.
- B. All loading/unloading space curb cuts shall be located a minimum of fifty feet from the intersection of two or more street right-of-ways.
- C. All loading/unloading spaces serving an industrial use shall not be located closer than 100 feet to a residential district.
- D. All loading/unloading spaces shall be in the side or rear yards.
- E. All loading/unloading docks and vehicular doors shall be, when facing a public right-of-way, fifty feet or more from said right-of-way.
- F. Each loading/unloading space shall be located so that it will not block or interfere with any traffic flow.
- G. On the same premises with commercial or industrial uses that require the shipping or receiving of goods or supplies, loading/unloading space shall be provided as follows:

2.0 spaces	Up to 10,000 sq. ft. floor space
+1.0 space	Each additional 15,000 sq. ft. floor space

(2) Accessory Use, Parking and Storage. Any space allocated as a required loading/unloading space or access drive shall not be used for the storage of goods, inoperable vehicles or snow and shall not be included as part of the space required for off-street parking. (Ord. No. 567, 12-13-88; Code of 2001)

The following are parking related changes needed due to the proposed parking ordinance.

**Zoning Code
Chapter 4
Residence Districts**

Article 1. Single Family Residence District

Sec. 4-030. Special Permit Uses in an R-1 District.

(7) Licensed day care facilities located within a church having a minimum of 5,000 square feet of non-residential building area, 1 acre of lot area, and ~~50 off-street parking stalls meeting~~ [parking requirements of Section 11.](#)

Article 6. R-4 Residential Housing District

~~**Sec. 4-482. Parking in an R-4 District.**~~

~~Each dwelling unit shall have two paved or concrete off-street parking spaces no closer than fifteen feet to the street right-of-way and not less than five feet from any dwelling.~~

Section 4-490. Design Guidelines - Multiple Family Housing

~~5. ——— Parking Areas.~~

~~a. ——— Detached garages shall be prohibited. Underground or attached parking shall be required at a ratio of one space per dwelling unit. Such parking shall be in fully enclosed buildings of a building type, material and color that is compatible with the principle structure. Additionally, all applicable parking requirements in Section 11-010 through 11-040 of the Zoning Ordinance shall be met. (Ord. No. 726, 2-8-05)~~

~~b. ——— A landscaped buffer area at least ten feet (10') in width shall be provided between any parking area and adjacent side or rear property lines.~~

~~c. ——— No parking area or drive shall be closer than fifteen feet (15') to any portion of a building other than a garage entrance or loading apron. This fifteen foot (15') area shall be used for walkways and landscaping consisting of at least fifty percent (50%) vegetative coverage.~~

~~d. ——— Where parking spaces are located so that the headlights of vehicles shine onto a wall containing ground level windows, a year round landscaping or other means shall be provided to eliminate light shining through the windows. Techniques used to control headlights shining into windows should not create safety problems.~~

~~e. ——— Outside storage of boats, campers, trailers, and other recreational vehicles shall be prohibited.~~

~~6-5. Signage and Lighting.~~

Zoning Code

Chapter 5 Business Districts

Article 1. B-1 District

Sec. 5-030. Special Permitted Uses in a B-1 District.

(5) Racquet clubs, subject to the following:

A. The racquet club building shall be designed as to have an appearance compatible with a residential area.

B. Only such buildings as are necessary for the racquet courts and associated activities shall be permitted on the premises. No buildings or additions to buildings for additional accessory uses shall be permitted.

~~C. A surfaced parking lot shall be located in conformance with the standards of this Chapter and Chapter 6 of the Zoning Code except that it shall be of sufficient size to accommodate the required number of parking spaces per court. The number of required parking spaces shall be seven spaces per court.~~

~~D.C.~~ Sales of goods and services shall be permitted only upon the following conditions:

1. All sales shall be conducted within the clubhouse building.

2. Sales shall be limited to the following:

a. Services necessary or incidental to the teaching and playing of the game.

b. Equipment, clothing and supplies necessary or incidental to the playing of the game.

c. Food, beverages, and confections for the convenience of those playing the game.

~~E.D.~~ Plantings, berming and/or other types of landscaping treatment shall be provided to buffer surrounding residential areas and to ensure the compatibility of the racquet club.

~~F.E.~~ The special use permit for the racquet club may include as a condition the conduct of indoor recreational, educational, and artistic activities that are special events of a temporary nature and may be permitted with the authorization of the City Council. This authorization is separate from and in addition to the permit for a racquet club and may be granted on the following conditions: 1. Authorization by the City Council shall specify each separate activity permitted. 2. Authorization by the City Council may limit the dates, times, and maximum number of participants. 3. Such activity will not create objectionable sound or sight to neighboring lands.

Zoning Code Chapter 6 Industrial Districts

Article 3. I-3, Limited Industrial District

Sec. 6-230. Permitted Uses in a I-3 District.

(2) Any use permitted in the Light Industrial District excluding those uses that the City Council determines do not meet the following requirements:

- A. Development and/or uses shall have no adverse effect on adjacent land due to unsightliness, noise, odor, dust, smoke, glare, air pollution, excessive or heavy vehicular traffic, bulk chemical storage, or fire or safety hazards.
- B. There shall be only one outside storage area of materials, products, etc., and commercial semi-trucks not to exceed twenty percent of the gross floor area of the building on the site. The storage area shall be screened with an opaque six to eight foot fence. This storage area shall be located only in the rear yard.
- C. There shall be no external bulk chemical storage for either use or sale except as necessary for auxiliary heating.
- D. There shall be no more than six trips per day of commercial trucks with six or more wheels per vehicle per 10,000 square feet of building gross floor area.
- E. There shall be no excessive vehicular traffic between 8:00 p.m. and 6:00 a.m. as from shift changes.
- F. The buildings and grounds shall be of an appearance that is in harmony with surrounding land uses.
- ~~G. All parking, maneuvering, driveway, and storage areas shall be surfaced with asphalt or concrete.~~

Article 5. NBE, New Brighton Exchange District

Sec. 6-710. Site Standards

- (1) Lot Area, Lot Width, and Yard Requirements.
 - A. Minimum lot width: 100 feet
 - B. Minimum lot area: 20,000 square feet
 - C. Setback – Principal Structure:
 - 1. Front: 10 feet minimum, 40' maximum unless a greater front setback is authorized by Special Use Permit
 - 2. Side: 0 (zero) feet
 - 3. Corner Side: same as Front
 - 4. Rear: 15 feet minimum
 - D. Setback – Accessory Structure:
 - 1. Front: At least 5 feet greater than Principal Structure setback

2. Side: 0 (zero) feet
3. Corner Side: same as Front
4. Rear: 5 feet minimum

~~E. Setback Parking~~

- ~~1. Front: 10 feet~~
- ~~2. Side: 0 (zero) feet~~
- ~~3. Corner Side: same as Front~~
- ~~4. Rear: 5 feet minimum~~

~~Sec. 6-740. Parking Requirements.~~

- ~~(1) Off street parking shall be provided at a ratio of four spaces per thousand square feet of floor area of retail, commercial and office development. For the purposes of this section net floor area shall mean floor area minus hallways, bathrooms, lobby, lunch/break rooms and the like.~~
- ~~(2) Parking for residential units in the NBE District shall be provided on site, and shall be calculated as follows:~~
 - ~~A. Townhouses: two spaces per unit plus one visitor space per four units, so that there are at least two visitor spaces within 200 feet of every unit.~~
 - ~~B. Other multi-story multi-family: 1.5 spaces per unit, plus one visitor space per four units.~~
 - ~~C. Multi-family devoted exclusively to seniors aged 55 years and older: 1.1 spaces per unit, plus one visitor space per four units, located so that the majority of visitor spaces are within 100 feet of the entrance to the building.~~
 - ~~D. One family detached dwelling units: 2 enclosed per unit.~~
- ~~(3) Residential parking spaces shall be specifically reserved for the use of residents and visitors only, separate from any commercial, office, or other uses on site or nearby, and shall not be counted as part of any shared parking or joint parking arrangement.~~
- ~~(4) Parking for restaurants shall be calculated as required in Chapter 11 of this code.~~
- ~~(5) If present, on-street parking directly in front of a given building or lot shall count toward fulfilling the total parking requirement.~~

**Zoning Code
Chapter 7
Planned Developments**

Article 1. Planned Residential Development

Sec. 7-060. Standards.

(8) ~~There shall be a minimum of two off-street parking spaces per dwelling unit in a planned residential development serviced by a private road. In addition, a minimum of 1/2 space per dwelling unit shall be provided for visitor parking and visitor parking shall be posted "visitor parking only". Reserved.~~

Zoning Code

Chapter 8

Permits, Applications and General Regulations

Article 1. General Conditions

(2) Landscaping

C. Minimum Landscaping Requirements for New Developments:

1. A minimum of one canopy tree per lot shall be planted within the boulevard area. In situations where there is only one lot, one deciduous tree and one coniferous tree shall be required in the boulevard area.
2. One canopy tree for every 1,000 square feet of building floor area or one canopy tree per 50 feet of site perimeter, whichever is greater.
3. Up to 25% of the required number of canopy trees may be substituted with ornamental trees at a ratio of two ornamental trees to one canopy tree.
4. The makeup of all canopy trees must be at least one-half deciduous and one-half coniferous. In the event there are an odd number of trees required, the applicant may choose either deciduous or coniferous to make up the difference.
5. Not more than 30% of the required number of trees shall be composed of a single species.
6. Preservation of an existing tree shall be credited towards 2 new trees with the greatest credit not to exceed 25% of the total required number of trees.
7. One shrub shall be provided for each 300 square feet of building area or every 30 feet of site perimeter, whichever is greater.
8. At least 10% of the total site area shall be landscaped.
- ~~9. Surface parking lots of 100 stalls or greater shall include one raised island for every 25 parking stalls, with the island being at least 150 SF in area and containing at least one canopy tree.~~
- ~~10-9.~~ All existing dead or diseased plant materials shall be removed.
- ~~11-10.~~ Heightened screening shall be implemented on commercial or industrially zoned properties when an adjacent use is residential. Heightened screening shall consist of a berm, fence, or wall, or combination thereof so as to prohibit eye-level vision.
- ~~12-11.~~ Special consideration for drought-tolerant plant species shall be implemented in areas not irrigated.

D. Minimum Landscaping Requirements for Expansions:

1. One canopy tree for every 1,000 square feet of expanded building floor area.
2. Up to 25% of the required number of canopy trees may be substituted with ornamental trees at a ratio of two ornamental trees to one canopy tree.
3. The makeup of all canopy trees must be at least one-half deciduous and one-half coniferous. In the event there are an odd number of trees required, the applicant may choose either deciduous or coniferous to make up the difference.
4. Not more than 30% of the required number of trees shall be composed of a single species.
5. One shrub shall be provided for each 300 square feet of added building floor area.
- ~~6. Surface parking lot expansions of 50 stalls or greater shall include one raised island for every 50 stalls, with the island being at least 150 SF in area and containing at least one canopy tree.~~
- ~~7-6.~~ Heightened screening shall be implemented to the greatest practical extent on commercial or industrially zoned properties when an adjacent use is residential. Heightened screening shall consist of a berm, fence, or wall, or combination thereof so as to prohibit eye-level vision.
- ~~87.~~ Special consideration for drought-tolerant plant species shall be implemented in areas not irrigated.

Zoning Code
Chapter 2
Rules and Regulations

Article 1. General Conditions

Sec. 2-020. Definitions.

Residential Use. Land, buildings or structures or portions thereof used, designed, or intended to be used principally (or primarily) as living accommodation for one or more individuals.

Non-residential Use. Land, buildings or structures or portions thereof not to be used as a residence or living accommodation.

Electric vehicle (EV) charging stations. Stations installed in a parking area to replenish the charge of an electric vehicle's battery. Different levels EV charging stations include:

- i. Level 1 (or I), which is comparable to a normal 120V outlet.
- ii. Level 2 (or II), which is approximately 6-19.2 kW or 240 volts and three to four times the amperage of a Level 1 station (24 amps to 80 amps).
- iii. Level 3 (or III), or DC fast-chargers, are approximately 50-350 kW or typically 400-800 volts.

Surmountable curb. Surmountable or mountable curbs, sometimes referred to as roll curbs, have sloping faces that allow vehicle, pedestrians, and wildlife to encroach.

Saltable surfaces. A hard surface used for vehicle, pedestrian, or other forms of circulation and travel.

Permeable surface. A surface that allows water to percolate into the soil to filter out pollutants and recharge the water table.

Snow storage area. A topographically low area within or adjacent to a parking area for placing snow during or after winter snow events.

(56) Parking Space. ~~An designated area of not less than 180 square feet that measures at least 9 feet by 20 feet, exclusive of access or maneuvering area,~~ to be used exclusively as a temporary storage space for a private motor vehicle.

Final Ordinance

ORDINANCE NO. 909

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

**AN ORDINANCE AMENDING THE NEW BRIGHTON ZONING
CODE TO UPDATE PARKING REGULATIONS**

THE CITY OF NEW BRIGHTON ORDAINS:

SECTION 1. Chapter 11 of the Zoning Code of the City of New Brighton, Minnesota, is amended as follows.

The existing Article 1 is deleted in its entirety and is replaced with the following language:

Article 1. General Conditions, §§ 11-010–11-050

Article 1. General Conditions

Sec. 11-010. General Requirements.

- (1) ***Application.*** Off-street parking and loading regulations shall apply to all buildings and land uses established after <the effective date of this ordinance>.
 - A. At the time a property is redeveloped where cumulatively half the property area or more is altered, or whenever an existing parking lot is expanded, the developer and/or property owner shall work with the Department of Community Assets and Development to bring all parking and loading areas into conformance with the regulations of this Chapter as much as possible.
 - B. In the event a property owner is expanding parking through reconfiguration of existing parking areas or is taking actions to decrease an existing nonconformity, regulations from this chapter may be waived, subject to review and approval of the Department of Community Assets and Development.
 - C. Any change in use that requires more parking under this Chapter may only be undertaken if the property owner or developer provides additional spaces to meet parking requirements for the new use.

- (2) **Purpose.** Off-street parking and loading regulations are established to protect the health, safety, and welfare of residents and visitors. Furthermore, the standards of this Chapter promote beneficial and sustainable systems to:
- A. Improve and promote safe, attractive, and efficient parking areas;
 - B. Improve drainage flow and infiltration opportunities to reduce non-point source pollutants, including chlorides;
 - C. Reduce heat-island effects at the local scale;
 - D. Promote alternative modes of transportation and connectivity to local and regional trail systems (transit, ride-share, bicycle/scooter, etc.);
 - E. Increase availability of electric vehicle charging stations and proximity to facility entrances;
 - F. Provide surmountable curb for wildlife migration and improved lighting that complies with dark-sky guidelines
 - G. Improves accessibility and safety through improved line-of-sight and reduced issues due to winter freeze-thaw events
- (3) **Required Plan.** Except for single- and two-family residences, all applications for a building permit or for a certificate of occupancy (CO) shall include a site plan drawn to scale indicating the location of all off-street parking and loading spaces serving the property. Approval of the building permit or CO is subject to available parking being in compliance with this Chapter.
- (4) **Use of Parking or Loading Space.** Unless otherwise permitted by the City, required parking or loading spaces shall not be used for alternative purposes including but not limited to: the storage of goods or trash disposal containers, storage of inoperable vehicles, or the parking of vehicles for sale or lease. Up to 15% of parking spaces in parking areas may be used for snow storage during winter conditions.
- (5) **Location of Parking.** Except as provided elsewhere in this ordinance, required off-street parking spaces shall be provided on the same lot as the principal building. Additionally:
- A. The location of parking in Mixed Use zoning districts shall be in accordance with the provisions of Section 6-530.
 - B. Structured parking shall be placed to minimize impacts on surrounding development and be designed to be compatible – in terms of form, materials, and architectural style – with adjacent development.
 - C. Parking lots are discouraged from locating within floodplain and flood-prone areas.
- (6) **Buffers and screens.** Off-street parking for single- and two-family residences shall not be required to be screened. Off-street parking areas of four or more spaces and loading areas on properties shall be regulated by the following provisions:
- A. Where a surface parking lot directly abuts a street or public space, a minimum five-foot wide landscape buffer shall be adorned with groundcover plantings and trees located a minimum of thirty (30) feet on center.

- B. In mixed use areas, the required landscape buffer shall also contain a continuous row of shrubs capable of growing to at least four (4) feet tall within 2 years, or a combination of other features (i.e. opaque wall, landscape berm, and smaller shrubs) to achieve the same effect. Walls, if proposed, must be constructed with materials that are compatible with the primary building and are subject to approval by the Department of Community Assets and Development.
- C. Screening shall be setback from parking areas and pedestrian pathways to not create winter shade on saltable surfaces. Deciduous trees shall be exempt from this requirement.

(7) ***Landscaping and Vegetation.*** Vegetation may be used for natural filtration as part of a site's drainage system where drainage patterns align to flow towards these areas prior to stormwater runoff reaching surface water resources.

A. General Requirements:

- 1. Trees planted on the south side or within parking areas shall be deciduous to improve sunlight reaching paved areas during winter months in order to improve surface melting.
 - 2. Landscaping or plantings shall consist of native vegetation species and not require the use of pesticides, herbicides, insecticides or other, plant treatments, especially neonicotinoids.
- B. Landscaped parking lot islands shall be a minimum of (nine) 9 feet wide and long enough to protect adjacent parking spaces shall be required at the beginning and end of each parking row to break up longer rows. This requirement may be waived if the parking lot design achieves all of the following:
- 1. Consolidates landscape and stormwater management areas into large medians,
 - 2. Demonstrates adequate traffic calming,
 - 3. Implements design techniques for using less salt in winter conditions (Section 11-020 (13), and
 - 4. Medians can function as adequate snow storage as part of a snow storage plan.
- C. Parking spaces and rows shall be organized to provide consolidated landscaped areas and on-site stormwater management.

(8) ***Lighting.***

A. Maximum site illumination shall be regulated as follows:

- 1. Site illumination shall not exceed .5 foot-candles at ground level when measured at an adjoining residential property in residential areas and 2.0 footcandles in non-residential areas.
- 2. Lighting on the site and building shall be full cut-off directional lighting directed downward, and installed so as to prevent direct light from being detectable at the lot line of the site on which the light source is located.
- 3. The site plan or alternate design documentation must contain illuminance models showing light levels throughout the site as determined necessary by the city.

- B. Lighting structures shall be located around the perimeter of the parking area and shall not be placed as freestanding structures within the parking area. Lighting structures may be placed within a traffic safety island when the parking area is sufficiently large enough to allow snow plows unimpeded access around and between island during winter snow events.
- C. Light structures within parking lots may not exceed 20 feet in height in vehicular areas and a maximum of 15 feet in height in pedestrian areas.
- D. Lighting as described in this Subsection shall not shine directly into the public right-of-way, onto any residential use, or into any natural areas, including wetlands, ponds, prairies, and forested areas.

Section 11-020. Construction and Maintenance.

- (1) **Surfacing.** All off-street driving, loading, and parking areas shall have a paved surface. No vehicle may be parked and no property owner shall allow a vehicle to be parked off-street unless the vehicle is on and over an approved bituminous, concrete, brick, or decorative block surface that spans the entire vehicle. Permeable surfaces are allowed, such as permeable pavers, permeable asphalt, or other approved and improved permeable materials. Permeable surfaces must be designed, constructed, and maintained to allow infiltration or collection of stormwater in order to count as a permeable surface. For the purposes of calculating impervious surfaces, permeable surfaces allowed for parking areas may count against impervious surface maximums found in residential zoning districts and shoreland requirements. The definition of a “vehicle” in Minn. Stats. §169.011 is hereby adopted for the purpose of this ordinance and includes any conveyance with an axle. Parking areas and driveways shall be kept free of dirt, dust, debris and waste. In winter months, required parking areas shall be cleared of snow and ice within a reasonable time.
- (2) **Curbing.** All off-street driving, loading, and parking areas shall be constructed with poured-in-place concrete curb except for single- and two-family residences. Curbs shall be surmountable to allow for better snow management in addition to facilitating wildlife crossing areas to the extent practicable, especially in areas of park setting, natural vegetation, or water resource locations.
- (3) **Striping.** All parking stalls shall be marked with white or yellow painted lines not less than four inches wide except for single- and two-family residences. Such markings shall be maintained in a clearly legible condition.
- (4) **Traffic Safety Islands.** Traffic safety islands shall be used to maintain safe and orderly flow of traffic within the parking lot when deemed necessary by the Department of Community Assets and Development. Where a traffic safety island is installed, a drainage management plan shall be required and the meltwater from snow piled on the island must be controlled. Any lighting located within a parking area must be located within a traffic safety island.
- (5) **Boulevard Parking.** The boulevard portion of the street right-of-way shall not be used for parking except for improved driveways serving single- and two-family residences.

- (6) **Required Setbacks for Parking Areas, Aisles, and Driveways.** No parking area, aisle, or driveway shall be provided in the following setback areas measured to the lot line except for driveways needed to cross the setback area to provide access to a public right-of-way.

	RESIDENTIAL	BUSINESS	INDUSTRIAL
FRONT YARD	30 ft.	30 ft.	40 ft.
SIDE YARD	5 ft. (15 ft. if zoned R-3A or R-3B and abutting on R-1 or R-2 zoned property)	5 ft. (25 ft. if abutting residentially zoned property; shared driveways may have no setback)	5 ft. (60 ft. if abutting residentially zoned property; shared driveways may have no setback)
REAR YARD	5 ft. (15 ft. if zoned R-3A or R-3B and abutting an R-1 or R-2 zoned property)	5 ft. (25 ft. if abutting residentially zoned property)	5 ft. (60 ft. if abutting residentially zoned property)
SIDE STREET YARD	30 ft.	30 ft. *15 ft. by Special Use Permit	40 ft. (60 ft. if across from residentially zoned property) *20 ft. by Special Use Permit

** May be allowed by the City Council by approval of a Special Use Permit in accordance with the standards of Section 8-130 and where it is determined no adverse impact would be created and would be compatible with the planned and existing characteristics of the surrounding streets and land uses.*
(Ord. No. 756, 2-26-08)

- (7) **Parking Space and Aisle Standards.** All parking spaces and aisles shall comply with the minimum standards specified in this Subsection. Spaces for accessible parking shall conform to US Access Board Guide to the ADA Accessibility Standards, Chapter 5.

Standard Parking			
ANGLE	STALL WIDTH	STALL LENGTH	AISLE WIDTH
(DEGREES)	(FEET)	(FEET)	(FEET)
90	9.0	18	24
60	9	19	15*
45	9	18	13*

** All angle parking requires one-way aisles.*

(8) ***Driveway and Curb Cut Standards.***

- A. In all districts except R-1 and R-2 and in all multiple family residential, commercial, and industrial uses, no driveway entrances shall be less than fifty feet from any right-of-way line of a street intersection.
- B. For single- and two-family residences located in R-1 and R-2 districts, no driveway entrances shall be less than twenty feet from any right-of-way line of a street intersection.
- C. Parking stalls may not obstruct access to enclosed parking spaces and be counted toward the minimum number of parking stalls required, except for single-family, two-family, and townhome residences.
- D. The distance between driveways on the same parcel for single family and two family residences shall be no less than forty feet. In a “circle” or “loop” driveway situation, driveways may not be closer to a neighboring driveway than fifty feet along the right-of-way.
- E. In all other cases, the distances between single-family and two-family residential driveways shall be no less than ten (10) feet.
- F. Driveways shall intersect streets at a ninety-degree (90) angle.
- G. No property under common ownership and used as a single unified use shall be entitled to more than two curb cuts or access points, including shared accesses, unless a site plan or site plan amendment for a greater number is approved by the City Council.
- H. For new development along existing streets where curb cuts already exists, the number of curb cuts to the site shall not be increased. Where possible, existing curb cuts should be consolidated, and access points shared as much as possible.
- I. Wherever possible, vehicular access to a site or building shall occur through an alley or on-site private drive aisle rather than by a curb cut from the street.
- J. No curb cut or access point shall be created directly into any street of collector status or greater unless approved by the City or County.
- K. The minimum and maximum widths for curb cuts and driveways shall be as follows:

Single and Two Family Residences			
Driveways (Measured at the property line)			
Minimum	14	Maximum	30
Curb Cuts (Measured along the curb)			
Minimum	14	Maximum	24

Other Residential*					
Driveways & Curb Cuts					
One Way			Two Way		
Minimum	14	Maximum	18	Minimum	24
				Maximum	30

Non Residential*					
Driveways & Curb Cuts					
One Way			Two Way		
Minimum	14	Maximum	24	Minimum	24
				Maximum	36

** For driveways crossing existing or planned future public trails, along designated safe routes to school, and in areas designated as areas of high pedestrian and cyclist use, the Department of Community Assets and Development may require limiting driveways to the minimum width allowed.*

(9) **Circulation.** Except in the case of single- and two-family residences:

A. For vehicles:

1. Parking areas shall be designed so that circulation between parking stalls or aisles occurs within the designated parking lot and does not depend upon a public street or alley.
2. Parking area designs that require backing into the public street shall be prohibited, with the exception of emergency vehicles or vehicles plowing snow.
3. “Entrance only” and “exit only” signs may be required by the Department of Community Assets & Development where necessary to ensure sufficient circulation and access to a public street.
4. Cross access and circulation across adjoining parcels is required where appropriate and feasible, to be determined by the Department of Community Assets and Development. Joint circulation shall be documented in a cross access and circulation easement and agreement, subject to approval by the city.

B. For pedestrians:

1. Pedestrian access points shall be provided at all pedestrian arrival points to the development including the property edges, adjacent lots, abutting street intersections, crosswalks, and at transit stops if applicable. Pedestrian access shall be coordinated with existing development to provide circulation patterns between developments.
2. Planned trail connections as identified in the City’s Comprehensive Parks Plan shall be accommodated and incorporated into projects as may be necessary by the Department of Community Assets & Development.
3. Pedestrian walkways and trails shall form an on-site circulation system that minimizes the conflict between pedestrians and traffic at all points of pedestrian access to on-site parking and building entrances, and between buildings.

4. Pedestrian access and walkways shall meet the following minimum design standards:
 - i. Access and walkways shall be luminated and physically separated from driveways and parking spaces by landscaping, berms, barriers, grade separation or other means to protect pedestrians from vehicular traffic;
 - ii. Access and walkways shall be a minimum of six (6) feet of unobstructed width and meet City standards for surfacing of walkways or sidewalks;
 - iii. Access shall be usable by mobility-impaired persons and shall be designed and constructed to be easily located by the sight-impaired pedestrian by either grade change, texture or other equivalent means;
 - iv. A clearly delineated crosswalk shall be required when a walkway crosses a driveway or a paved area accessible to vehicles. Raised crosswalks or speed bumps may be required at all points where a walkway crosses the lane of vehicle travel.
 - v. Parking stalls shall not be located where they obstruct doorways, driveways, or pedestrian walkways.
 - vi. In large parking lots of over 60 stalls, a combination of traffic safety islands or landscape medians, with pedestrian circulation, shall be provided to divide the parking lot into sections. No parking stall shall be over two-hundred 200 feet from a median or traffic safety island with pedestrian circulation.
 - vii. Trail designs shall meet requirements as spelled out by the Department of Community Assets & Development.

(10) **Drive-Thru Facilities.** Commercial uses containing drive-in or drive-up facilities shall be permitted only by issuance of a Special Use Permit. Such special use shall be considered in accordance with Section 8-130 and the following standards:

- A. The drive-thru facility does not negatively impact traffic on public rights-of-way.
- B. A stacking lane shall be provided with a minimum of four spaces per lane in addition to the number of required parking spaces.
- C. The stacking lane shall be a minimum of ten feet wide.
- D. The vehicle stacking lane shall not extend beyond the street right-of-way line.
- E. The vehicle stacking lane shall be delineated so that vehicles waiting in line will not unreasonably interfere with the primary driving, entrance, exit, and parking facilities on site. Employee-only designated parking may be considered in an effort to comply with this condition.
- F. The principal pedestrian connection to the entrance of the use from a public sidewalk may not cross the drive through facility stacking lane.
- G. Any pedestrian walkway that is adjacent to or crosses the stacking lane must be marked and clearly indicated with signage or painted crosswalk.

- H. The drive-thru use may be limited so as not to unreasonably interfere with adjacent and nearby uses. Limits of use may include, but is not limited to, prohibition of certain uses that may be inappropriate due to their demand on parking and stacking needs, such as fast-food establishments.
- I. The following hours of operation shall be imposed:
 - 1. For properties abutting R-1, R-1A and R-2: Sunday – Thursday 7:00 AM – 9:00 PM and Friday – Saturday 7:00 AM – 10:00 PM.
 - 2. For properties abutting all other zoning districts: Sunday – Thursday 6:00 AM – 11:00 PM and Friday – Saturday 6:00 AM – 12:00 PM.

The City Council may impose different hours of operation based upon specific characteristics of adjacent and nearby uses.

- J. Any menu/ordering signage interior to the site with an intercom shall not be audible from residentially zoned property and if illuminated shall be directed away from residentially zoned property.
- K. Fencing and or landscaping may be required to shield head-light illumination from adjacent and nearby areas but shall not shade saltable surfaces.

(11) *Drainage and Stormwater Management.*

- A. All developments with parking lots, with the exception of single- and two-family residences, shall include plans and details of proposed drainage patterns.
- B. Parking lots must incorporate drainage standards to reduce non-point source pollution and improve capturing stormwater. Improved drainage should also include infiltration and/or natural treatment processes prior to outflow to creek, stream, wetland or other area.

(12) *Electric Vehicle (EV) Charging.*

- A. All developments with parking lots, with the exception of single- and two-family residences, may include one or more locations to allow for electric vehicle charging, or place infrastructure nearby to facilitate future station installation.
- B. The thresholds for adding EV charging spaces to new developments are as follows:

EV Charging Space Thresholds	
<i># of Parking Spaces Planned/Existing</i>	<i>Required # of EV Spaces and Level of Charging</i>
29 or fewer	None Required
30-49	Multi-family: 5% at Level 1 or greater Non-residential: 2 spaces at Level 2 charging or greater
50+	Multi-family: 10% at Level 1 or greater; 1 space at Level 2 or greater Non-residential: 5% at Level 2 charging or greater

(13) ***Snow and Snowmelt Management.*** All developments with parking lots, with the exception of single- and two-family residences, may include locations of proposed drainage patterns for snowmelt and adequate snow storage areas, subject to the following requirements:

- A. Parking lots must have a location for storing snow in a low area of the property towards areas of existing or proposed native vegetation for infiltration. An area for snow storage must be 15% the size of parking areas and walkways to be maintained in winter conditions.
- B. Drainage and stormwater management infrastructure and designated snow storage areas may not overlap with or impede the use of accessible spaces, transit stops, sidewalks, or other pedestrian access areas.
- C. Parking lots must incorporate drainage standards to reduce non-point source pollution and improve snow melt footprint to reduce salting. Drainage should also include infiltration and/or natural treatment processes prior to outflow to creek, stream, wetland or other area.

(14) ***Parking Structure Design.*** All parking structures in developments shall conform to the following provisions:

- A. Parking garage design should be compatible with adjacent buildings in terms of form, massing, scale, materials, and façade articulation. Pedestrian-level lighting must be included on facades abutting pedestrian walkways.
- B. Spandrel panels or opaque screening systems, such as louvers, at least thirty-six (36) inches in height shall be used to screen vehicles from view on all levels.
- C. Any parking garage façade that is visible from public view shall be designed such that the internal ramping system is not visible.
- D. Wherever possible, especially for parking garage façades that face a public street, the ground floor of the parking structure should incorporate retail, commercial, or other nonresidential uses to help activate the street.
- E. Any ground-level façade of a parking garage that is visible from the street and does not provide retail, commercial, or other active ground floor uses shall include at least two (2) of the following design features:
 - 1. Façade articulation through change in vertical plane or a change in building material.
 - 2. The use of windows or false windows defined by frames, lintels, or sills.
 - 3. Integration of multiple building entrances.
 - 4. Buffering along the street edge with landscaping, street trees, green walls, or trellises with vines.
- F. Vehicular entrances to buildings and parking garages that contain a ramp shall be screened from view of the street or adjacent public space in as much as possible. Where a vehicular entrance or ramp directly abuts a pedestrian walk, appropriate cautionary signs shall be used to alert pedestrians of the presence of vehicles and to inform drivers that pedestrians have the priority.

Sec.11-030. Minimum Number of Off-Street Parking Spaces Required.

- (1) ***Computing Requirements.*** In computing the number of parking or loading spaces required the following rules shall govern:
 - A. Gross floor area of the specific use is calculated on the basis of the exterior floor area dimensions of the building, structure or use, multiplied by the number of floors.
 - B. When determining the number of off-street parking spaces, fractional results are rounded up to the nearest whole number.
 - C. Except as provided for under joint parking and shopping centers, if a structure contains two or more types of use, the area of each use shall be calculated separately in determining the total number of off-street parking stalls required.
- (2) ***Accessible Parking.*** For all uses where automobile parking spaces are provided except single- and two-family residences, accessible parking facilities for persons with disabilities must be provided for accessible parking, and shall be identified for such use in accordance with all applicable state regulations.
 - A. The number and type of accessible parking spaces to be provided shall be based upon the US Access Board Guide to the ADA Accessibility Standards, Chapter 5. Accessible parking spaces are required for each parking facility on a site, such as lots and garages. Requirements apply equally to public and employee or restricted parking. On sites with multiple parking facilities, the minimum number of accessible spaces must be calculated separately for each parking facility instead of on the combined total of parking spaces provided on the site.
 - B. At least one of every six (6) accessible spaces, or fraction of six (6), in each parking facility must be sized to accommodate vans.
 - C. Such parking shall be located as close as practicable to a building entrance providing improved accessible ingress into the main lobby or corridor of the building. A continuous, permanently designated pathway at grade shall be provided which links the parking spaces to the building entrance. Such pathway shall be made of concrete, asphalt paving, or similar permanent material with a slip-resistant surface, at least forty-eight (48) inches wide and with a slope not to exceed one vertical to twenty horizontal.
 - D. No parking area drainage patterns shall flow towards or be placed within accessible parking areas.
 - E. See Minnesota State Building Code, Chapter 1240.1900, for information regarding accessible parking symbols and signage.

(3) ***Number of Spaces Required.***

A. The following table is the minimum required number of parking spaces per use.

Land Use	# of Spaces/Unit Ratio
<u>Residential</u>	
Single-Family	2/DU
Two-Family	2/DU (1 Enclosed)
Townhouses	2.25/DU (Included: 1 Enclosed; .25 for Visitor Parking)
Multi-Family	1.85/DU (Included: 1 Enclosed; .25 for Visitor Parking)
Senior Housing	1.25/DU (Included: .5 Enclosed; .25 for Visitor Parking)
Sanitarium, Convalescent Home, Rest Home, Nursing Home, Congregate Care/Assisted Living	0.25/Bed (Visitors); 1/Employee on Shift
Group Homes, Nursing Homes, Boarding and Lodging Houses	0.5/Bed
<u>Community and Institutional</u>	
Places of Public Assembly	0.33/Seat
School (K-12, Primary/Secondary/Post-Secondary)	Parking Study Needed
Hospitals	3/Bed and 0.75/Employee
Libraries, Museums, Post Offices, Art Galleries	2/Employee and 2/1,000 sq ft GFA
Municipal Administration Buildings	1/200 sq ft Floor Space
Undertaking Establishments	20/Chapel or Parlor; and 1/Employee
<u>Commercial</u>	
Auto/Motor Fuel Stations and Convenience Stores	5/1000 sq ft GFA
Auto Repair, Auto Sales, Trailer Sales, Marine, Garden Center Sales	2/Employee
Beauty Shops, Barber Shops, Tanning Salons	2 Minimum and 1/Chair
<i>(continued on next page)</i>	

<u>Commercial (continued)</u>	
Bowling Alleys	2/Lane
Car Wash (Automatic Drive-Through Service)	2 Minimum and 1/Attendant
Car Wash (Self-service)	10 Minimum and 1/Attendant
Cinemas and Theaters	0.33/seat
Clinics (Medical, Veterinary, Animal Hospital)	5/1000 sq ft Floor Space
Day Care/Montessori	0.3/Person
Motels and Hotels	1.25/Room; add 10/1000 sq ft GFA for lounge/restaurant; add 30/1,000 sq ft GFA for conference/banquet facilities
Banks, Offices	3.5/1,000 sq ft GFA
Restaurants (Drive-in/Fast Food)	15/1,000 sq ft GFA
Restaurants (Sit Down Full Service)	15/1,000 sq ft GFA
Nightclubs/Bars	20/1000 sq ft Floor Space
Retail	3/1,000 sq ft GFA
Shopping Centers	4/1,000 sq ft GFA
Supermarkets	4/1,000 sq ft GFA
<u>Industrial</u>	
Warehouse & Wholesale	1/1,000 sq ft GFA
Warehouse (30%-65% office or showroom space)	1/1,000 sq ft GFA and 1/Employee
Manufacturing or Processing Plants	2.5/1000 sq ft Floor Space or 1/Employee on Shift (Whichever is Greater); and 1/Company Vehicle
Light Industrial/Accessory Manufacturing	2.5/1,000 sq ft GFA
Indoor/Outdoor Self Storage	1.5/50 storage units

- B. The maximum parking allowed for non-residential and mixed-use developments shall be 10% over the minimum. Developments proposing more than the allowed maximum shall submit a parking study and provide parking area enhancements per section Sec. 11-040 (2) E and be approved by City Council.
- C. Non-residential uses may count on-street parking spaces in public right-of-way abutting the site towards satisfying off-street parking requirements. One on-street parking space credit may be taken for each twenty (20) linear feet of abutting street where on-street parking is allowed. Only spaces on the same side of the street as the site may be counted.

- D. Non-residential uses and mixed-use developments not providing a minimum number of spaces within ten percent (10%) of the minimum number of parking shall submit a parking study. The parking study shall include documenting that the number of spaces provided will not require off-site parking, not covered under joint parking and shopping centers, or on-street parking away from the property. Approval of the proposed parking ratio is subject to City Council approval, along with constructing elements and/or enhancements to parking areas per section Sec. 11-040 (2).
- E. Residential uses not providing the minimum amount of parking shall submit a parking study documenting the number of spaces needed for the development, along with elements and/or enhancements to parking areas per section Sec. 11-040 (2). Approval of the proposed parking ratio is subject to City Council approval.

(4) ***Bicycle and Scooter Parking.*** For all uses where automobile parking spaces are provided except single- and two-family residences, parking facilities for bicycles and scooters must be provided and shall be regulated by the following provisions:

- A. The number bicycle and scooter spaces to be provided shall be based upon the following chart:

LAND USE		NUMBER OF SPACES
A.	Residential	1.0 per Two (2) Dwelling Units
B.	Non-residential	Minimum of 1.0; and 1.0 per 20 vehicle parking spaces

- B. A bicycle or scooter space is equal to one-half (.5) bicycle rack. When calculating the number of spaces, the total number is rounded up to the nearest whole number. Long-term bicycle storage indoors may count towards no more than 80% of the required bicycle and scooter spaces.
- C. An acceptable bicycle rack is an inverted U shape made of bent metal with two points of contact with the ground. The rack must have a concrete footing or foundation, or similar method of installation affixing it to the ground. Long-term bicycle storage provided indoors is not restricted to a U-shaped rack.
- D. The area around bicycle or scooter spaces must have three (3) feet of clearance measured from the furthest extent of the bicycle rack. This clearance may not conflict with pedestrian pathways or circulation. The area within this clearance and underneath the bicycle rack must be paved.
- E. Parking for bicycles and scooters must be luminated at night with a dedicated lighting fixture and be located within 100 feet of the main public building entrance on the same property.

(5) ***On-demand and Ride-hailing Transportation Services.*** For all uses where automobile parking spaces are required except single-family, two-family, and townhome residences, parking facilities for transportation services using on-demand methods or platforms for ride-hailing and deliveries and shall be regulated by the following provisions:

- A. A business or single residential building may utilize one off-street parking spaces dedicated to ride-hailing and deliveries. A shopping center, residential complex, mixed-use development, or joint facility may utilize two off-street parking spaces dedicated to ride-hailing and deliveries.
- B. Businesses and commercial areas within a 1,000 ft radius may organize and designate a total of one on-street space per participating business, where available, for ride-hailing and delivery services.

Sec. 11-040. Special Circumstances.

- (1) ***Proof of Parking for Delayed Construction.*** The City may approve a proof of parking plan that proposes to install initially only a portion of the required parking but that demonstrates that the full complement of required parking could be installed on the property in accordance municipal standards at a later date as determined by the City. In all instances where proof of parking is permitted, a legal instrument which is satisfactory to the City as to form and manner of execution shall be entered into by the parties concerned for a proof of parking agreement. Such instrument must be filed with the City and recorded with Ramsey County.
- (2) ***Parking Space Reductions and Enhancements.*** The following off-street parking reductions may be utilized except as indicated otherwise, subject to a parking analysis and plan adopted by City Council, with a recorded agreement to ensure stipulations for reductions and enhancements are maintained and subject to a maximum reduction of fifteen percent (15%) of required minimum parking spaces:
 - A. Off-street parking facilities for existing uses as of <the effective date of this ordinance> shall not be reduced to an amount less than that required under this Chapter.
 - B. Transit. The minimum number of required spaces for use(s) may be reduced by five percent (5%) if the building is located within one-quarter of a mile from a qualified transit stop; to qualify, the transit stop must be served by regular transit service on all days of the week and adequate pedestrian access must be available between the transit stop and the use(s). Information about transit routes and schedules should be posted in public spaces within the building to encourage the use of transit.
 - C. Car-share parking. A reduction of up to one required space per reserved parking space for car-share vehicles or five percent (5%) of the required parking spaces, whichever is greater, may be granted for any development that provides reserved parking for car-share vehicles. Reserved parking spaces for car-share vehicles may be provided in any required or non-required off-street parking space. Parking spaces for car-share vehicles shall be provided in convenient, accessible locations within one hundred (100) feet of a public entrance to a principal building.
 - D. Ridesharing and Car Pooling. The City recognizes the benefit of ridesharing and carpooling. Any non-residential use that offers rideshare or carpooling to its employees may reduce the number of required spaces by five percent (5%).
 - E. Parking Enhancements. A percentage increase or decrease, depending on the use, in parking may be approved by the City, utilized jointly or separately except as indicated otherwise, provided that one of the following conditions are met. The following enhancements may be used to the benefit of the development:
 1. Incorporation of EV charging stations or installation of infrastructure for future installation, compliant with Sec.11-020 (12), modifies the parking ratio by five percent (5%).
 2. Incorporation of snow and snowmelt management design principles for all surface parking areas, compliant with Sec.11-020 (13), modifies the parking ratio by five percent (5%).
 3. Construction of structures covering fifty percent (50%) or more of provided surface parking spaces, when the structure is designed and built to hold solar panels and passively generate electricity, modifies the parking ratio by five percent (5%).

4. The area which would have been occupied by the eliminated parking spaces in items (1) to (3) above must be devoted to pervious surfaces, stormwater facilities, tree retention or native landscaping as directed by the Department of Community Assets and Development.
- (3) **Other Uses.** Parking requirements for unique uses or unique circumstances not specifically mentioned in this Chapter shall be determined on an individual basis. Factors to be considered shall include: size of building, type of use, number of employees, peak demand hour, expected volume and turnover of customer traffic, and expected frequency and number of delivery or service vehicles. The applicant shall be responsible for collecting, assimilating and presenting the data to support the request. The data must be documented to the City's satisfaction.
- (4) **Joint Facilities.** The City may approve a special use permit for one or more uses to provide the required off-street parking facilities by joint use of one or more sites if the total number of spaces provided is less than the sum of the total required for each business had they provided them separately. The City shall not approve such a permit unless the following conditions exist:
 - A. No more than fifty percent of the parking facilities required for a theater, bowling alley, dance hall, bar or restaurant may be supplied by the off-street parking facilities provided by types of use specified as primarily daytime in Section 11-030 (3) A.
 - B. No more than fifty percent of the off-street parking facilities required in this Section 11-030 (3) A as primarily daytime uses may be supplied by the parking facilities provided by the following nighttime or Sunday uses: auditoriums incidental to public or parochial schools, churches, bowling alleys, dance halls, theaters, bars, or restaurants.
 - C. No more than eighty percent of the parking facilities required by this section for churches or for auditoriums incidental to public or parochial schools may be supplied by the off-street parking facilities provided by uses specified in Section 11-030 (3) A as primarily daytime.
 - D. For the purpose of this section, the following may be determined by the City Council to be primarily daytime uses: banks, business offices, manufacturing, wholesale and similar uses.
 - E. Required accessible parking spaces and required parking for residential uses may not be located off site.
 - F. Off-site parking areas must be located within a 1,000-foot radius of the use served by such parking, measured from the nearest public entrance door of the use.
- (5) **Conditions Required for Joint Use.** The following conditions shall apply in all instances in which joint use of parking is permitted:
 - A. The building or use for which an application is being made to utilize the off-street parking facilities provided by another building or use shall be located adjacent to such parking facilities.
 - B. The applicant shall show that there is no substantial conflict in the principal operating hours of the two buildings or uses for which joint use of off-street parking facilities is proposed.
 - C. A legal instrument, satisfactory to the City as to form and manner of execution, shall be executed by the parties concerned for joint use of off-street parking facilities and filed with the City. Such instrument also shall be recorded with Ramsey County.

- (6) ***Setback exception.*** Joint or combined parking facilities or adjoining parking facilities on separate lots as authorized and when constructed adjacent to a common lot line separating two or more parking areas are not required to observe the parking area or driveway setback from the common lot line.

Sec.11-050. Off-Street Loading/Unloading.

(1) ***Location.***

- A. All loading/unloading areas shall be off-street and located on the same lot as the building or use to be served.
- B. All loading/unloading space curb cuts shall be located a minimum of fifty feet from the intersection of two or more street right-of-ways.
- C. All loading/unloading spaces serving an industrial use shall not be located closer than 100 feet to a residential district.
- D. All loading/unloading spaces shall be in the side or rear yards.
- E. All loading/unloading docks and vehicular doors shall be, when facing a public right-of-way, fifty feet or more from said right-of-way.
- F. Each loading/unloading space shall be located so that it will not block or interfere with any traffic flow.
- G. On the same premises with commercial or industrial uses that require the shipping or receiving of goods or supplies, loading/unloading space shall be provided as follows:

2.0 spaces	Up to 10,000 sq. ft. floor space
+1.0 space	Each additional 15,000 sq. ft. floor space

- (2) ***Accessory Use, Parking and Storage.*** Any space allocated as a required loading/unloading space or access drive shall not be used for the storage of goods, inoperable vehicles or snow and shall not be included as part of the space required for off-street parking.

SECTION 2. Chapter 4, Article 1, Section 4-030, subdivision (7), of the Zoning Code of the City of New Brighton, Minnesota, is amended as follows:

- (7) Licensed day care facilities located within a church having a minimum of 5,000 square feet of non-residential building area, 1 acre of lot area, and ~~50 off-street parking stalls~~ meeting parking requirements of Section 11.

SECTION 3. Chapter 4, Article 6, Section 4-482, of the Zoning Code of the City of New Brighton, Minnesota, is amended as follows:

~~Sec. 4-482. Parking in an R-4 District.~~

~~Each dwelling unit shall have two paved or concrete off-street parking spaces no closer than fifteen feet to the street right-of-way and not less than five feet from any dwelling.~~

Sec. 4-482 Reserved.

SECTION 4. Chapter 4, Article 6, Section 4-490, of the Zoning Code of the City of New Brighton, Minnesota, is amended as follows:

Subsection (1) is incorporated herein unchanged.

Subsection (2), subsections 1. through 4. are incorporated herein unchanged.

~~5. Parking Areas.~~

~~a. Detached garages shall be prohibited. Underground or attached parking shall be required at a ratio of one space per dwelling unit. Such parking shall be in fully enclosed buildings of a building type, material and color that is compatible with the principle structure. Additionally, all applicable parking requirements in Section 11-010 through 11-040 of the Zoning Ordinance shall be met. (Ord. No. 726, 2-8-05).~~

~~—— b. A landscaped buffer area at least ten feet (10') in width shall be provided between any parking area and adjacent side or rear property lines.~~

~~—— c. No parking area or drive shall be closer than fifteen feet (15') to any portion of a building other than a garage entrance or loading apron. This fifteen foot (15') area shall be used for walkways and landscaping consisting of at least fifty percent (50%) vegetative coverage.~~

~~—— d. Where parking spaces are located so that the headlights of vehicles shine onto a wall containing ground level windows, a year-round landscaping or other means shall be provided to eliminate light shining through the windows. Techniques used to control headlights shining into windows should not create safety problems.~~

~~—— e. Outside storage of boats, campers, trailers, and other recreational vehicles shall be prohibited.~~

~~6.~~ 5. Signage and Lighting.

SECTION 5. Chapter 5, Article 1, Section 5-030, of the Zoning Code of the City of New Brighton, Minnesota, is amended as follows:

Subsections (1) through (4) are incorporated herein unchanged.

(5) Racquet clubs, subject to the following:

- A. The racquet club building shall be designed as to have an appearance compatible with a residential area.
- B. Only such buildings as are necessary for the racquet courts and associated activities shall be permitted on the premises. No buildings or additions to buildings for additional accessory uses shall be permitted.
- ~~C. A surfaced parking lot shall be located in conformance with the standards of this Chapter and Chapter 6 of the Zoning Code except that it shall be of sufficient size to accommodate the required number of parking spaces per court. The number of required parking spaces shall be seven spaces per court.~~
- ~~D.~~ Sales of goods and services shall be permitted only upon the following conditions:
 - 1. All sales shall be conducted within the clubhouse building.
 - 2. Sales shall be limited to the following:
 - a. Services necessary or incidental to the teaching and playing of the game.
 - b. Equipment, clothing and supplies necessary or incidental to the playing of the game.
 - c. Food, beverages, and confections for the convenience of those playing the game.
- ~~E.~~ Plantings, berming and/or other types of landscaping treatment shall be provided to buffer surrounding residential areas and to ensure the compatibility of the racquet club.
- ~~F.~~ The special use permit for the racquet club may include as a condition the conduct of indoor recreational, educational, and artistic activities that are special events of a temporary nature and may be permitted with the authorization of the City Council. This authorization is separate from and in addition to the permit for a racquet club and may be granted on the following conditions: 1. Authorization by the City Council shall specify each separate activity permitted. 2. Authorization by the City Council may limit the dates, times, and maximum number of participants. 3. Such activity will not create objectionable sound or sight to neighboring lands.

SECTION 6. Chapter 6, Article 3, Section 6-230, of the Zoning Code of the City of New Brighton, Minnesota, is amended as follows:

Sec. 6-230. Permitted Uses in a I-3 District.

- (1) Any use permitted in the Business District.
- (2) Any use permitted in the Light Industrial District excluding those uses that the City Council determines do not meet the following requirements:
 - A. Development and/or uses shall have no adverse effect on adjacent land due to unsightliness, noise, odor, dust, smoke, glare, air pollution, excessive or heavy vehicular traffic, bulk chemical storage, or fire or safety hazards.
 - B. There shall be only one outside storage area of materials, products, etc., and commercial semi trucks not to exceed twenty percent of the gross floor area of the building on the site. The storage area shall be screened with an opaque six to eight foot fence. This storage area shall be located only in the rear yard.
 - C. There shall be no external bulk chemical storage for either use or sale except as necessary for auxiliary heating.
 - D. There shall be no more than six trips per day of commercial trucks with six or more wheels per vehicle per 10,000 square feet of building gross floor area.
 - E. There shall be no excessive vehicular traffic between 8:00 p.m. and 6:00 a.m. as from shift changes.
 - F. The buildings and grounds shall be of an appearance that is in harmony with surrounding land uses.
 - ~~G. All parking, maneuvering, driveway, and storage areas shall be surfaced with asphalt or concrete.~~

SECTION 7. Chapter 6, Article 5, Section 6-710, of the Zoning Code of the City of New Brighton, Minnesota, is amended as follows:

Sec. 6-710. Site Standards.

- (1) Lot Area, Lot Width, and Yard Requirements.
 - A. Minimum lot width: 100 feet
 - B. Minimum lot area: 20,000 square feet
 - C. Setback – Principal Structure:
 1. Front: 10 feet minimum, 40' maximum unless a greater front setback is authorized by Special Use Permit
 2. Side: 0 (zero) feet
 3. Corner Side: same as Front
 4. Rear: 15 feet minimum
 - D. Setback – Accessory Structure:
 1. Front: At least 5 feet greater than Principal Structure setback
 2. Side: 0 (zero) feet
 3. Corner Side: same as Front

4. Rear: 5 feet minimum

~~E. Setback Parking~~

~~1. Front: 10 feet~~

~~2. Side: 0 (zero) feet~~

~~3. Corner Side: same as Front~~

~~4. Rear: 5 feet minimum~~

Subsections (2) through (4) are incorporated herein unchanged.

SECTION 8. Chapter 6, Article 5, Section 6-740, of the Zoning Code of the City of New Brighton, Minnesota, is amended as follows as follows:

~~Sec. 6-740. Parking Requirements.~~

~~(1) Off-street parking shall be provided at a ratio of four spaces per thousand square feet of floor area of retail, commercial and office development. For the purposes of this section net floor area shall mean floor area minus hallways, bathrooms, lobby, lunch/break rooms and the like.~~

~~(2) Parking for residential units in the NBE District shall be provided on site, and shall be calculated as follows:-~~

~~A. Townhouses: two spaces per unit plus one visitor space per four units, so that there are at least two visitor spaces within 200 feet of every unit.~~

~~B. Other multi-story multi-family: 1.5 spaces per unit, plus one visitor space per four units.~~

~~C. Multi-family devoted exclusively to seniors aged 55 years and older: 1.1 spaces per unit, plus one visitor space per four units, located so that the majority of visitor spaces are within 100 feet of the entrance to the building.~~

~~D. One family detached dwelling units: 2 enclosed per unit.~~

~~(3) Residential parking spaces shall be specifically reserved for the use of residents and visitors only, separate from any commercial, office, or other uses on site or nearby, and shall not be counted as part of any shared parking or joint parking arrangement.~~

~~(4) Parking for restaurants shall be calculated as required in Chapter 11 of this code.~~

~~(5) If present, on-street parking directly in front of a given building or lot shall count toward fulfilling the total parking requirement.~~

Sec. 6-740 Reserved.

SECTION 9. Chapter 7, Article 1, Section 7-060, of the Zoning Code of the City of New Brighton, Minnesota, is amended as follows as follows:

Subsections (1) through (7) are incorporated herein unchanged.

~~(8) There shall be a minimum of two off-street parking spaces per dwelling unit in a planned residential development serviced by a private road. In addition, a minimum of 1/2 space per dwelling unit shall be provided for visitor parking and visitor parking shall be posted "visitor parking only". Reserved.~~

Subsections (9) through (19) are incorporated herein unchanged.

SECTION 10. Chapter 8, Article 1, Division 2 (Landscaping), of the Zoning Code of the City of New Brighton, Minnesota, is amended as follows:

Subsections (A) through (B) are incorporated herein unchanged.

C. Minimum Landscaping Requirements for New Developments:

1. A minimum of one canopy tree per lot shall be planted within the boulevard area. In situations where there is only one lot, one deciduous tree and one coniferous tree shall be required in the boulevard area.
2. One canopy tree for every 1,000 square feet of building floor area or one canopy tree per 50 feet of site perimeter, whichever is greater.
3. Up to 25% of the required number of canopy trees may be substituted with ornamental trees at a ratio of two ornamental trees to one canopy tree.
4. The makeup of all canopy trees must be at least one-half deciduous and one-half coniferous. In the event there are an odd number of trees required, the applicant may choose either deciduous or coniferous to make up the difference.
5. Not more than 30% of the required number of trees shall be composed of a single species.
6. Preservation of an existing tree shall be credited towards 2 new trees with the greatest credit not to exceed 25% of the total required number of trees.
7. One shrub shall be provided for each 300 square feet of building area or every 30 feet of site perimeter, whichever is greater.
8. At least 10% of the total site area shall be landscaped.
- ~~9. Surface parking lots of 100 stalls or greater shall include one raised island for every 25 parking stalls, with the island being at least 150 SF in area and containing at least one canopy tree.~~
- ~~10. 9.~~ All existing dead or diseased plant materials shall be removed.
- ~~11. 10.~~ Heightened screening shall be implemented on commercial or industrially zoned properties when an adjacent use is residential. Heightened screening shall consist of a berm, fence, or wall, or combination thereof so as to prohibit eye-level vision.
- ~~12. 11.~~ Special consideration for drought-tolerant plant species shall be implemented in areas not irrigated.

D. Minimum Landscaping Requirements for Expansions:

1. One canopy tree for every 1,000 square feet of expanded building floor area.
2. Up to 25% of the required number of canopy trees may be substituted with ornamental trees at a ratio of two ornamental trees to one canopy tree.
3. The makeup of all canopy trees must be at least one-half deciduous and one-half coniferous. In the event there are an odd number of trees required, the applicant may choose either deciduous or coniferous to make up the difference.
4. Not more than 30% of the required number of trees shall be composed of a single species.
5. One shrub shall be provided for each 300 square feet of added building floor area.
- ~~6. Surface parking lot expansions of 50 stalls or greater shall include one raised island for every 50 stalls, with the island being at least 150 SF in area and containing at least one canopy tree.~~
- ~~7.6.~~ Heightened screening shall be implemented to the greatest practical extent on commercial or industrially zoned properties when an adjacent use is residential. Heightened screening shall consist of a berm, fence, or wall, or combination thereof so as to prohibit eye-level vision.
- ~~8.7.~~ Special consideration for drought-tolerant plant species shall be implemented in areas not irrigated.

Subsections (E) through (G) are incorporated herein unchanged.

SECTION 11. Chapter 2, Article 1, Section 2-020, of the Zoning Code of the City of New Brighton, Minnesota, is amended as follows:

All existing definitions shall be incorporated herein unchanged, but shall be renumbered to accommodate the following new definitions to be added in alphabetical order with existing definitions.

Electric vehicle (EV) charging stations. Stations installed in a parking area to replenish the charge of an electric vehicle's battery. Different levels EV charging stations include:

- A. Level 1 (or I), which is comparable to a normal 120V outlet.
- B. Level 2 (or II), which is approximately 6-19.2 kW or 240 volts and three to four times the amperage of a Level 1 station (24 amps to 80 amps).
- C. Level 3 (or III), or DC fast-chargers, are approximately 50-350 kW or typically 400-800 volts.

Non-residential Use. Land, buildings or structures or portions thereof not to be used as a residence or living accommodation.

Permeable surface. A surface that allows water to percolate into the soil to filter out pollutants and recharge the water table.

Residential Use. Land, buildings or structures or portions thereof used, designed, or intended to be used principally (or primarily) as living accommodation for one or more individuals.

Surmountable curb. Surmountable or mountable curbs, sometimes referred to as roll curbs, have sloping faces that allow vehicle, pedestrians, and wildlife to encroach.

Salttable surfaces. A hard surface used for vehicle, pedestrian, or other forms of circulation and travel.

Snow storage area. A topographically low area within or adjacent to a parking area for placing snow during or after winter snow events.

The existing definition for “parking space” is amended as follows:

Parking Space. ~~A designated area of not less than 180 square feet that measures at least 9 feet by 20 feet, exclusive of access or maneuvering area,~~ to be used exclusively as a temporary storage space for a private motor vehicle.

SECTION 12. Effective Date

This ordinance shall take effect upon its adoption by the City Council, its publication in the City’s official newspaper.

ADOPTED this 9th day of January 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

Market City Enclosed Multi-Family Senior Parking Information

<u>City</u>	<u>Multi-Family Enclosed (only) Requirement</u>
New Brighton Existing (Not proposed to change)	1 per unit Multi-family and Townhomes .5 per unit Senior Housing
Roseville	No requirement for enclosed MF 1 enclosed per senior unit
Richfield	No requirement for enclosed MF No requirement for senior unit
Brooklyn Center	No requirement for enclosed MF No requirement for senior unit
Golden Valley	1 enclosed Townhouses No requirement for MF or Senior
Crystal	1 enclosed MF (include Senior) No separate senior MF parking
Maplewood	1 enclosed MF (include Senior) No separate senior MF parking
Oakdale	No requirement for enclosed MF No requirement for senior unit
Fridley	No requirement for enclosed MF .5 enclosed per senior unit
Bloomington	1 per unit Multi-family and Townhomes No requirement for senior unit
St. Louis Park	No requirement for enclosed MF No requirement for senior unit

Note: some cities give density bonus for underground (enclosed parking).

Draft Best Practices Handout

BACK

MAKE YOUR PARKING LOT WORK BETTER FOR YOU

Discover the path to a smarter, greener, and more accessible parking experience in New Brighton.

For more information and detailed regulations, visit our website at newbrightonmn.gov or contact our City Planning Department at (651) 638-2059.

This project is proudly funded by Ramsey County and brought to you in collaboration with Bolton & Menk, Inc.

UNDERSTANDING OUR INNOVATIONS:

EV Charging Stations are specialized facilities that allow you to recharge your Electric Vehicle (EV). They play a crucial role in reducing the carbon footprint of transportation and promote a cleaner, more environmentally-friendly mode of travel.

Flexibility is key to this new code. Requiring a parking range allows businesses to “right-size” parking for their operation while still having flexibility to go above or below the range by adding amenities, showing proof of parking, establishing shared parking arrangements, or producing a parking study demonstrating their specific need.

Snow Storage Solutions are innovative methods to manage snow and ensure parking lots remain free from snow and ice. They involve designated areas for snow removal, making parking areas safe and accessible even during harsh winter conditions.

Building and Parking Lot Placement refers to the strategic positioning of structures and parking areas within the city. It aims to create a more walkable, connected community by organizing these elements in a way that enhances safety, accessibility, and community cohesion.

Pedestrian Access Enhancement involves improvements in infrastructure like well-marked crosswalks, well-lit sidewalks, and facilities that adhere to the Americans with Disabilities Act (ADA) standards. This initiative aims to ensure that everyone, including those with disabilities, can walk, bike, and explore the city with confidence.



FRONT



PARKING ORDINANCE

best practices for parking

**DISCOVER THE NEW
PARKING LANDSCAPE:**
Smarter, Greener, and
More Accessible.

New Brighton's Vision for Modern Parking

New Brighton, Minnesota, is embarking on an exciting journey to reimagine parking in our community. Our recent zoning ordinance update brings innovative parking concepts to the forefront, reflecting the city's commitment to progress, sustainability, and community well-being.

Shaping Tomorrow Together

Our new parking concepts and regulations align with a comprehensive set of objectives, emphasizing the following key goals:

- **Efficiency:** We use space wisely for parking, allowing more room for development and green spaces, creating a better, sustainable, and attractive community.
- **Flexibility:** Our rules adapt to changing needs while accommodating diverse requirements for residents and businesses.
- **Modern Transportation:** We embrace current transportation trends like EV Charging Stations and ride-sharing for convenient, eco-friendly travel.
- **Multi-Modal Integration:** We focus on pedestrian and bicycle-friendly features, connecting our city for better health and environment.
- **Sustainability and Equity:** Our regulations emphasize accessibility, environmental responsibility, and equal opportunities for an improved quality of life.



Agenda Section:	VIII
Item:	1(b)
Report Date:	1/4/24
Meeting Date:	1/9/24

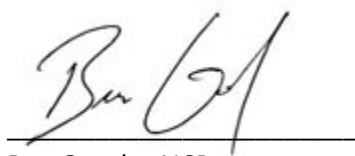
REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider a Resolution Authorizing Summary Publication of Ordinance 909	
DEPARTMENT HEAD’S APPROVAL: <u>C6S</u>	CITY MANAGER’S APPROVAL: <u>DM</u>

Action Requested: ☐ Public Hearing ☒ Motion ☐ Discussion ☐ Informational
Form of Action: ☒ Resolution ☐ Ordinance ☐ Contract/Agrmnt ☐ N/A ☐ Other
Votes Needed: ☐ Majority (3 votes) ☒ Super Majority (4 votes) ☐ Unanimous ☐ N/A

<u>Summary Statement:</u>	<ul style="list-style-type: none"> Bolton & Menk has prepared a resolution of summary publication for Ordinance 909. Approval will significantly reduce publication costs for the approved parking ordinance.
<u>Recommendation(s):</u>	<ul style="list-style-type: none"> Approval of the summary publication resolution
<u>Applicable Deadlines:</u>	<ul style="list-style-type: none"> None
<u>Legislative History:</u>	<ul style="list-style-type: none"> Critical Corridor Grant applied for and awarded in late 2022 Council accepted the grant in January 2023 RFP for providers issued in March 2023 Contract with Bolton & Menk to provide consulting services to lead this project approved in May 2023. Project launched with joint Council and Planning Commission meeting on May 13, 2023 New Brighton Business Council consulted on June 15, 2023 Equity Commission Review on July 20, 2023 Planning Commission Reviews on July 18 and Sept 19th, 2023 Joint Council and Planning Commission Review on October 24, 2023 Planning Commission Review on December 19th, 2023 Council review of final ordinance on January 9, 2024

<u>Strategic Priority:</u> <input type="checkbox"/> Sustainable & Reliable Infrastructure <input type="checkbox"/> Operational Effectiveness <input type="checkbox"/> Environment & Sustainability <input type="checkbox"/> Diversity, Equity, & Inclusion <input checked="" type="checkbox"/> Livable Community <input type="checkbox"/> N/A	
<u>Financial Impact:</u> Is there a financial consideration? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes: \$ _____ Financing Sources: <input type="checkbox"/> Budgeted <input type="checkbox"/> Budget Modification <input type="checkbox"/> New Revenue <input type="checkbox"/> Use of Reserves <input type="checkbox"/> Other	
<u>Attachments:</u>	1. <i>Summary publication Resolution for Ordinance 909</i>



Ben Gozola, AICP

Assistant Director of Community Assets and Development

**RESOLUTION 909
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: _____

Abdullahi Abdulle: _____

Emily Dunsworth: _____

Graeme Allen: _____

Pamela Axberg: _____

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

Agenda Section:	Business
Item:	2
Report Date:	1/2/2024
Meeting Date:	1/9/2024

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of Climate Action Plan	
DEPARTMENT HEAD'S APPROVAL: <u>C6S</u>	CITY MANAGER'S APPROVAL: <u>DM</u>

Action Requested: ☐ Public Hearing ☒ Motion ☐ Discussion ☐ Informational
Form of Action: ☐ Resolution ☐ Ordinance ☐ Contract/Agrmnt ☒ N/A ☐ Other
Votes Needed: ☒ 3 votes ☐ 4 votes ☐ 5 votes ☐ N/A

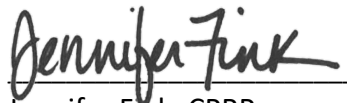
<u>Summary Statement:</u>	<ul style="list-style-type: none"> ▪ paleBLUEdot and Partners in Energy (PIE) collaborated to establish community baselines for each of the focus areas of the plan and parallel tracts of climate action planning and energy planning. ▪ The PIE Team focused on the energy section of the plan and worked with Partners in Energy to dive deeply into the community's energy use, energy program participation, model goal scenarios, action plan, and identified energy opportunities in New Brighton to help meet climate goals. ▪ The CAP Team focused its attention on all other sections of the components of the Climate Action Plan, including: transportation and land use, waste management, water and wastewater, local food and agriculture, greenspace and trees, climate health and safety, and climate economy. ▪ Through a series of planning team meetings, community surveys, equity one-on-one interviews and listening sessions, and Council/Commission inputs the final Climate Action Plan was created. ▪ Included with the plan is an Implementation Matrix that will be a living document to guide staff actions to reach greenhouse gas reduction goals.
<u>Recommendation(s):</u>	<ul style="list-style-type: none"> ▪ Approve Climate Action Plan <ul style="list-style-type: none"> ○ Direct Staff to form Climate Action Team

	<ul style="list-style-type: none"> ○ Add CAP/PIE information to City web page
<u>Applicable Deadlines:</u>	<ul style="list-style-type: none"> ▪ NA
<u>Legislative History:</u>	<ul style="list-style-type: none"> ▪ March 22, 2022 Work Session-Partners in Energy from Xcel Energy Presentation ▪ April 5, 2022 Work Session to review Final 2022-2023 Strategic Priorities ▪ April 12, 2022 City Council Work Session ▪ April 26, 2022 Approved paleBLUEdot Professional Services Agreement ▪ May 9, 2023 City Council Work Session ▪ October 3, 2023 City Council Draft CAP presentation ▪ December 6, 2023 Joint Commission Meeting
<u>Strategic Priority:</u> <input checked="" type="checkbox"/> Sustainable & Reliable Infrastructure <input type="checkbox"/> Operational Effectiveness <input checked="" type="checkbox"/> Environment & Sustainability <input type="checkbox"/> Diversity, Equity, & Inclusion <input type="checkbox"/> Livable Community <input type="checkbox"/> N/A	
<u>Financial Impact:</u> Is there a financial consideration? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: Future needs Financing Sources: <input type="checkbox"/> Budgeted <input type="checkbox"/> Budget Modification <input type="checkbox"/> New Revenue <input type="checkbox"/> Use of Reserves <input checked="" type="checkbox"/> Other	
<u>Attachments:</u>	<ul style="list-style-type: none"> • Presentation • Implementation Matrix, Climate Action Plan



Craig Schlichting, P.E.

Director of Community Assets and Development



Jennifer Fink, CPRP

Director of Parks and Recreation



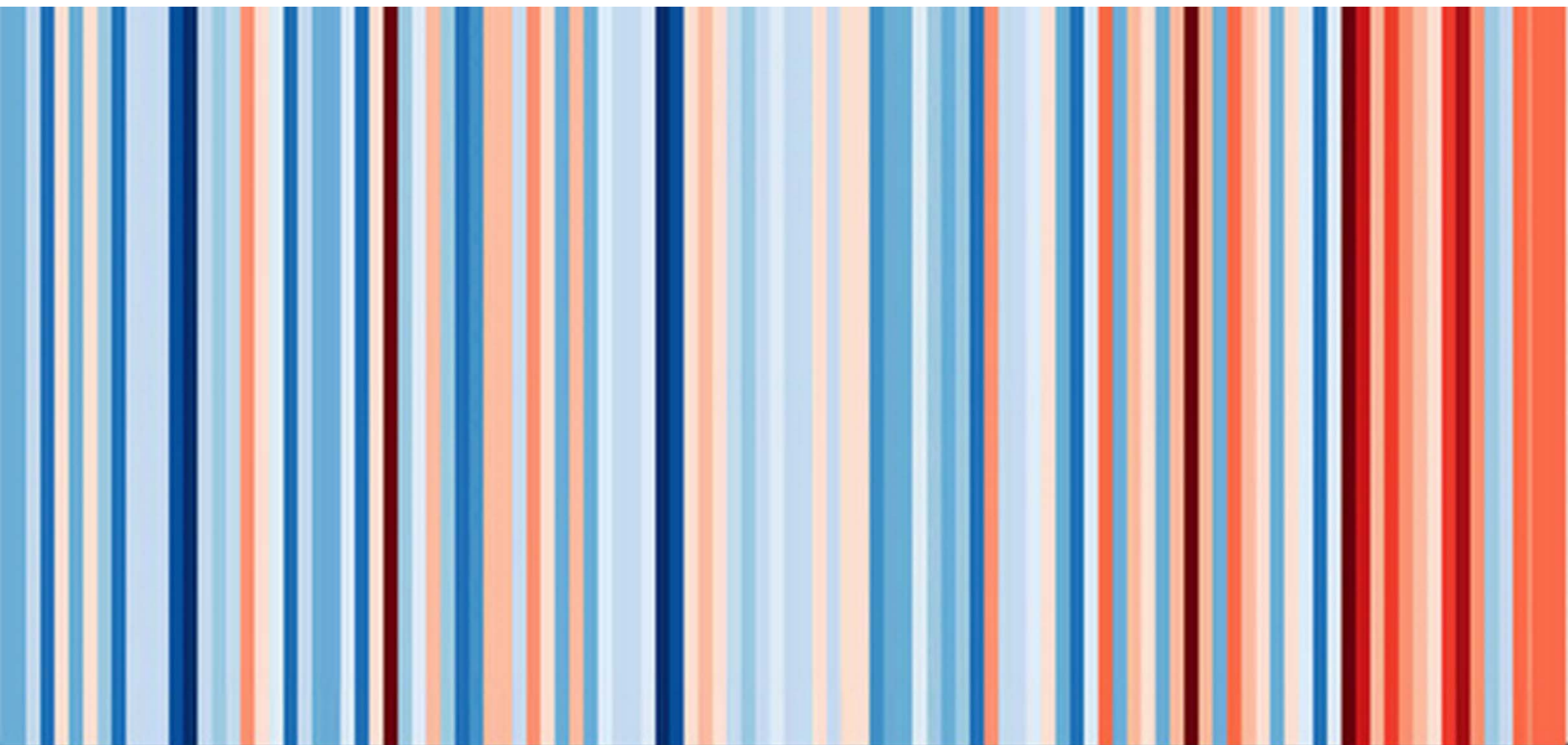
Climate Action Plan

Business 1/9/2024

Craig Schlichting
Community Assets & Development

Jennifer Fink
Parks and Rec





← 1895 **Minnesota's Annual Temperature Trends** 2020 →
Each stripe represents the temperature Minnesota averaged over a year. Blue = Below Average Red = Above Average

Our Challenge

The City's Future Climate

By 2100, New Brighton's climate can be expected to be:



+6-11°F

warmer average annual temperature than now.



+15% higher

Annual average rainfall than now



+48 more days

annually with a high temperature over 95°F.



+30% more

Heavy precipitation events annually



+70% more

air conditioning demand and energy needed than now.



+47 days longer

Growing, allergy, and mosquito season

The Process

The work that went into the
New Brighton Climate Action Plan:

17 month

planning timeframe

39

planning team
members

153

community members
providing input

5

foundational research
study documents

2

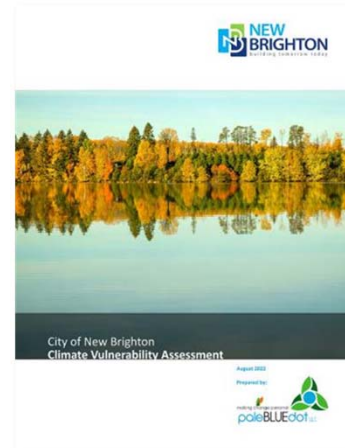
on-line community
input survey efforts

6

community partner
groups engaged

Foundational Research / Documentation

Vulnerability Assessment



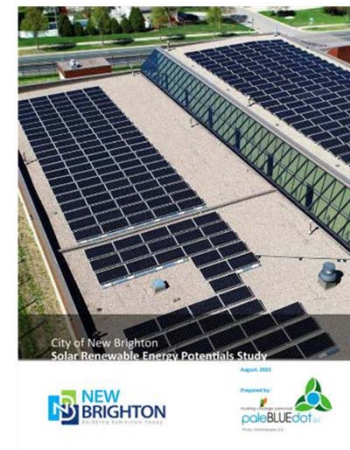
GHG Inventory



Ground Cover Survey



Renewable Energy Potential



The Process

The work that went into the New Brighton Climate Action Plan:

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foundational research study documents

2

on-line community input survey efforts

6

community partner groups engaged

CAP Team

Climate Action Team

Name	Affiliation	Name	Affiliation
Pauline Alfors	Resident	Colleen Johnson	Resident
Pam Anderson	Resident		
Craig Andresen	Resident	Bethany Krutzfeldt	Resident
Matthew B Arndt	Resident	Fiona McCabe	Resident
Camille Bahr	Resident	Abraham McEathron	Resident
Jacqueline Beavens	Resident	Tim McQuillan	Resident
		Andrea Mitsch	Resident
Katherine Ferrier	Resident	Anna Pearson	Resident
Jennifer Fink	Parks and Recreation Director	Laura Scheid	Resident
Kelly Frush	Resident	Craig Schlichting	Director of Community Assets and Development
		Brandon Schmidt	Resident
Mary Gute	Resident		
Chelsea Hall	Resident	Robert Walker	Resident
Catherine Harrison	Resident		
		Melvon Baker	Three Sisters Rentals and Entertainment

PIE Team

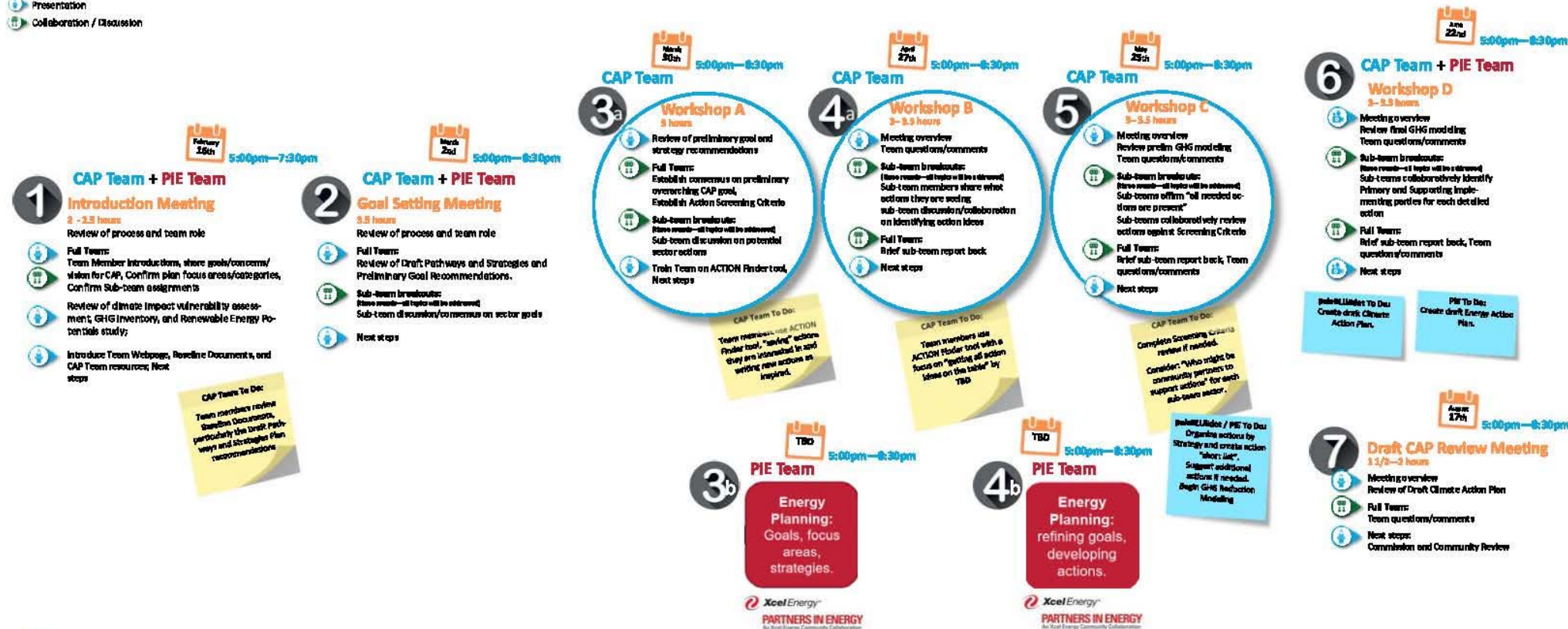
Energy Action Team

Name	Affiliation
Mark Boyadjis	Resident
Jennifer Fink	Parks and Recreation Director, City of New Brighton
Jason Hicks	Assistant Director of Parks and Recreation
Jeff Johnson	Facilities Manager (Parks and Recreation)
Matt Moen	Resident
Erik Odden	Resident
Julia M O'Rourke	Resident
Craig Schlichting	Director of Community Assets and Development
Steve Sylvestre	Resident
Elizabeth Welsh	Resident
Mary Zaudtke	Resident
Partners in Energy Team	
Adam Burr	Account Manager, Xcel Energy
Deirdre Coleman	Partners in Energy Community Facilitator
Matthew Douglas-May	Partners in Energy Community Facilitator
Tami Gunderzik	Manager of Partners in Energy, Xcel Energy
Paolo Speirn	Partners in Energy Community Facilitator
Michael Wilhelmi	Community Relations Manager, Xcel Energy

Climate Action Plan

Planning Team Workshop Overview

- Meeting Date
- Presentation
- Collaboration / Discussion



The Process

The work that went into the
New Brighton Climate Action Plan:

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planning timeframe

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planning team
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153

community members
providing input

5

foundational research
study documents

2

on-line community
input survey efforts

6

community partner
groups engaged

Community Engagement (outside of planning team)

Community Presentation and Input

Equity Partner One-on-One Interviews

Equity Listening Sessions

Community-Wide Survey

Farmers Market

Input Summary Reports

City Council Work Session

Joint Commission Meeting at PREC (12-6-2023)

Our Plan

addresses
8 SECTORS
of GHG emissions and
climate adaptation

through
40 STRATEGIES
to achieve plan goals

supported by
230 ACTIONS
detailing steps to be taken

over a
7 YEAR
implementation timeframe



**Transportation and
Land Use**
Addressing the resilience
of on- and off-road
vehicles and equipment
while reducing their GHG
emissions.



Buildings and Energy
Addressing the resilience
of our building inventory
and energy supply while
reducing their GHG
emissions.



Waste Management
Addressing GHG
emissions from waste
management and
improved community
resilience through waste
reduction.



**Water and
Wastewater**
Enhancing flood and
stormwater resilience
while reducing GHG
emissions from water
usage and wastewater
treatment.



**Local Food and
Agriculture**
Increasing resilience of
our food systems and
improving food access
and security.



Greenspace and Trees
Supporting community
adaptation through ex-
panded green infrastruc-
ture and enhanced eco-
system resilience.



Health and Safety
Improving community
resilience through
healthy community
connections,
infrastructure, and
systems.



Climate Economy
Increasing the prepared-
ness of our businesses
and workforce and lever-
aging economic ad-
vantage of climate action.



Cross Pollinating
Cross-Pollinating Actions
are foundational or
organizational
recommendations that
apply to multiple Sectors.

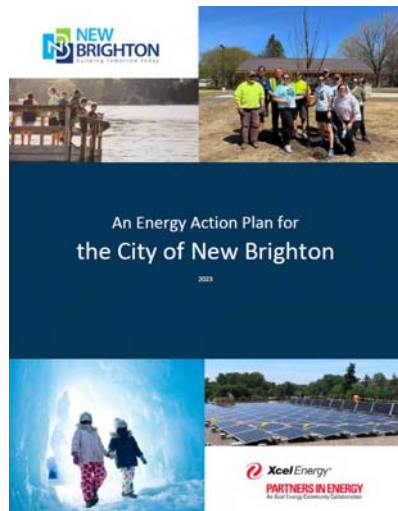


Our Plan

CAP Plan



PIE Energy Action Plan



Implementation Matrix / Reporting Format

Minnesota Region 4 Climate Action Plan			
Implementation Matrix			
Strategic Action	Responsible Agency	Timeline	Reporting Period
1.1.1. Develop a Climate Action Plan for the City of New Brighton	City of New Brighton	2023-2024	Annual
1.1.2. Develop a Climate Action Plan for the City of New Brighton	City of New Brighton	2023-2024	Annual
1.1.3. Develop a Climate Action Plan for the City of New Brighton	City of New Brighton	2023-2024	Annual
1.1.4. Develop a Climate Action Plan for the City of New Brighton	City of New Brighton	2023-2024	Annual
1.1.5. Develop a Climate Action Plan for the City of New Brighton	City of New Brighton	2023-2024	Annual
1.1.6. Develop a Climate Action Plan for the City of New Brighton	City of New Brighton	2023-2024	Annual
1.1.7. Develop a Climate Action Plan for the City of New Brighton	City of New Brighton	2023-2024	Annual
1.1.8. Develop a Climate Action Plan for the City of New Brighton	City of New Brighton	2023-2024	Annual
1.1.9. Develop a Climate Action Plan for the City of New Brighton	City of New Brighton	2023-2024	Annual
1.1.10. Develop a Climate Action Plan for the City of New Brighton	City of New Brighton	2023-2024	Annual
1.1.11. Develop a Climate Action Plan for the City of New Brighton	City of New Brighton	2023-2024	Annual
1.1.12. Develop a Climate Action Plan for the City of New Brighton	City of New Brighton	2023-2024	Annual
1.1.13. Develop a Climate Action Plan for the City of New Brighton	City of New Brighton	2023-2024	Annual
1.1.14. Develop a Climate Action Plan for the City of New Brighton	City of New Brighton	2023-2024	Annual
1.1.15. Develop a Climate Action Plan for the City of New Brighton	City of New Brighton	2023-2024	Annual
1.1.16. Develop a Climate Action Plan for the City of New Brighton	City of New Brighton	2023-2024	Annual
1.1.17. Develop a Climate Action Plan for the City of New Brighton	City of New Brighton	2023-2024	Annual
1.1.18. Develop a Climate Action Plan for the City of New Brighton	City of New Brighton	2023-2024	Annual
1.1.19. Develop a Climate Action Plan for the City of New Brighton	City of New Brighton	2023-2024	Annual
1.1.20. Develop a Climate Action Plan for the City of New Brighton	City of New Brighton	2023-2024	Annual

Example Policy/Ordinance



CLIMATE ACTION PLAN - EXAMPLE POLICIES

This page contains example policies supporting some of the strategies and actions included in the Minnesota Region 4 Climate Action Plan.

Buildings and Energy

- Energy Disclosure Ordinance Commercial - City of Minneapolis
- Energy Disclosure Ordinance Commercial - City of Berkeley
- Energy Disclosure Ordinance - Residential Time of Sale Disclosure - City of Austin
- Energy Disclosure - Building Grading Ordinance - New York City
- Energy Disclosure - Residential Energy Labeling - State of Vermont
- Energy Disclosure for Renters - Model Ordinance - Minnesota MPCA
- Energy Benchmarking and Disclosure - Example Ordinance - City of Edina
- Energy Performance Standard - Example Ordinance - City of St. Louis
- SmartRegs - City of Boulder Rental Housing Energy Efficiency Ordinance
- Green Building Incentive Zoning - Example Incentive Ordinance - City of Bloomington
- Green Building Performance Standards - Example Code - CalGreen, State of California

Public Plan Webpage



CLIMATE ACTION PLAN PUBLIC PROJECT PAGE

Creating the New Brighton Climate Action Plan

The City of New Brighton has developed its first Climate Action Plan. This plan guides the City in climate action efforts addressing adaptation needs and greenhouse gas emissions in both municipal operations as well as community-wide. Read the plan below.



publish Open

New Brighton Climate Action Baseline Documents

A significant amount of research has been done as a foundation to the City's work in preparing the Climate Action Plan. The research and preliminary recommendations included in these documents are intended simply as a starting point for the collaborative planning from which will be creating the plan. You can view these Baseline Documents below.

Climate Action Baseline Assessment

As noted, the preliminary recommendations included in this document are intended simply as a starting point for the collaborative planning from which will be creating the plan.



Greenhouse Gas Inventory



Climate Vulnerability Assessment



Community Input Presentation

Click here to view the June 2023 Community input presentation slides.

Infographics

The infographics below summarize some of the preliminary findings from the planning efforts, initial research and documentation.



Implementation Matrix

Transportation and Land Use										Transportation and Land Use
TL 1-1	TL 1: Install pedestrian facilities with a goal of decreased VMT of 5% by 2030.									Transportation and Land Use
TL 1-1	Recommended Primary Strategy Metrics: Reported "drive alone" commuter transportation data (US Census), Annual VMT data reported (MNDOT)									Transportation and Land Use
TL 1-1	Develop a Safe Routes To Schools Implementation Plan (SRTS) for all schools within the City. Plan implementation should focus on infrastructure and policy changes as well as education and encouragement. Establish timeline and plan for implementing all recommended improvements	1	Partner	Time		Mounds View School District	City Parent/Teacher Association Homeowners along safe routes. Minnesota DOT Safe Routes funding			Transportation and Land Use
TL 1-2	Establish a living streets policy, and implement policy.	1	Execute	Capital		City Public Work/Planning		https://palebluedot.lic/new-brighton-cap-policy-examples		Transportation and Land Use
TL 1-3	Participate, promote, engage and support Bike to Work/School Week efforts	1	Execute	Time		City	Schools Local bike clubs - beer and bikes Scouts Business Bike Shops			Transportation and Land Use
TL 1-4	Collaborate with partners to establish an education and information campaign promoting the advantages of and encouraging the elimination of vehicle idling.	1	Partner	Time		City Public Safety	City works			Transportation and Land Use
TL 1-5	Conduct an assessment of existing conditions and opportunities and establish a Living Streets Plan to guide the implementation of living streets within the community. Include public funding plan. Implementation should prioritize locations which improve equity of mobility.	1	Execute	Time		City Public Work/Planning	Ramsey County/State resources for funding Advocacy Groups (Bike MN) Open Streets Citizens of New Brighton (Open map of needs)	Example: https://www.edinamn.gov/DocumentCenter/View/1199/Living-Streets-Plan-PDF?bidid=		Transportation and Land Use
TL 1-6	Develop a signage program to promote use of pedestrian trails, especially to improve pedestrian access to schools (e.g., Safe Routes to School) and transit routes.	2	Execute	New Capital		City Public Work/Planning	School District			Transportation and Land Use
TL 1-7	Enhance bike and pedestrian travel options through creating protected bike lanes on key travel corridors and improved pedestrian efficiency through mobile route mapping. Utilize Living Streets Plan to prioritize routes and implementation.	2	Partner	New Capital		Ramsey County	City to determine which streets, but most big ones are county owned.			Transportation and Land Use
TL 1-8	Provide educational materials on the benefits of fuel efficient vehicles	2	Execute	Time		City	Vendors Advocacy Groups Owners of electric vehicles			Transportation and Land Use
TL 1-9	Explore establishing a telecommuting and/or four-day work week policy for city employees and encourage other employers to implement similar policies.	2	Influence	Time		City Administration	Local Businesses Advocacy groups, including disability advocates	https://palebluedot.lic/new-brighton-cap-policy-examples		Transportation and Land Use
TL 1-10	Implement form-based code (codes prioritize the physical form and characteristics of buildings and public spaces) along transportation corridors with goal of improved pedestrian experience (frequent access points, greenspace, safety measures, traffic calming, etc.)	3	Execute	Time		City Zoning	Form Based Code Ramsey County for county roads			Transportation and Land Use
TL 1-11	Conduct a review of traffic light timing and implement modifications and smart traffic light technology to minimize stoppage, idling, and fuel wastage.	3	Influence	Time		Ramsey County				Transportation and Land Use
TL 1-12	Update the City's Transportation Plan to incorporate reductions in carbon emissions and vehicle-miles-traveled, improved bicycle, pedestrian and transit service standards, and a policy requiring project evaluation to include criteria on climate, equity, economic benefit, health, safety and cost effectiveness.	3	Execute	Time		City	County/State/Feds DNR			Transportation and Land Use
TL 2-	TL 2: Promote increased ridership of transit with goal of increasing from 3.13% to 5% by 2030.									Transportation and Land Use
TL 2-	Recommended Primary Strategy Metrics: Reported public transit commuter data (US Census, Metro Transit, AllTransit), Annual VMT data reported (MNDOT)									Transportation and Land Use
TL 2-1	Explore options to secure funding and provide transit passes to all youth, households with low incomes, and individuals with restricted mobility.	1	Execute	Time		City Administration	MetroTransit Ramsey County MNDOT Local Businesses			Transportation and Land Use
TL 2-2	Collaborate with New Brighton businesses to promote and expand on the Metro Transit Guaranteed Ride Home program, and expand participation in the Employer Sponsored Pass program for workplaces to purchase bus passes for employees, students, etc.	2	Partner	Time		Businessess	MetroTransit	Example: City of San Francisco https://palebluedot.squarespace.com/s/City-of-San-Francisco-Commuter-Benefits-Ordinance.pdf		Transportation and Land Use
TL 2-3	Study mobility limitations and challenges for youth and seniors not addressed in existing programs and services and explore additional mobility options and programs with partners to address limitations while decreasing community vehicle miles traveled.	3	Execute	Staff		City Public Work/Planning	Metro Mobility			Transportation and Land Use



Implementation Matrix

Strategy	Action	Strategy / Action	Phase (Action initiation) 1 = yrs 1-2 2 = yrs 2-4 3 = yrs 3 - 5	Action Execute Partner Influence	Cost New Capital Time Staff	Start Year	Action Lead
Transportation and Land Use							
TL 1-	2	Establish a living streets policy, and implemenht policy.	1	Execute	Capital		City Public Work/Planning
TL 1-	11	Conduct a review of traffic light timing and implement modifications and smart traffic light technology to minimize stoppage, idling, and fuel wastage.	3	Influence	Time		Ramsey County
TL 4-	11	Collaborate to establish an incentive to convert fuel-burning lawn equipment such as gas-powered lawn mowers and blowers to electric. Coordinate with Xcel Energy for support and identification of additional rebate programs to promote electric yard equipment.	3	Partner	New Capital		City Administration



Our Goal

New Brighton's GHG Reduction Goal:
**"To reduce community-wide
GHG emissions by 42% below
2013 levels by 2030, and
achieve carbon neutrality by
2050"**



-42%

By 2030

-100%

By 2050

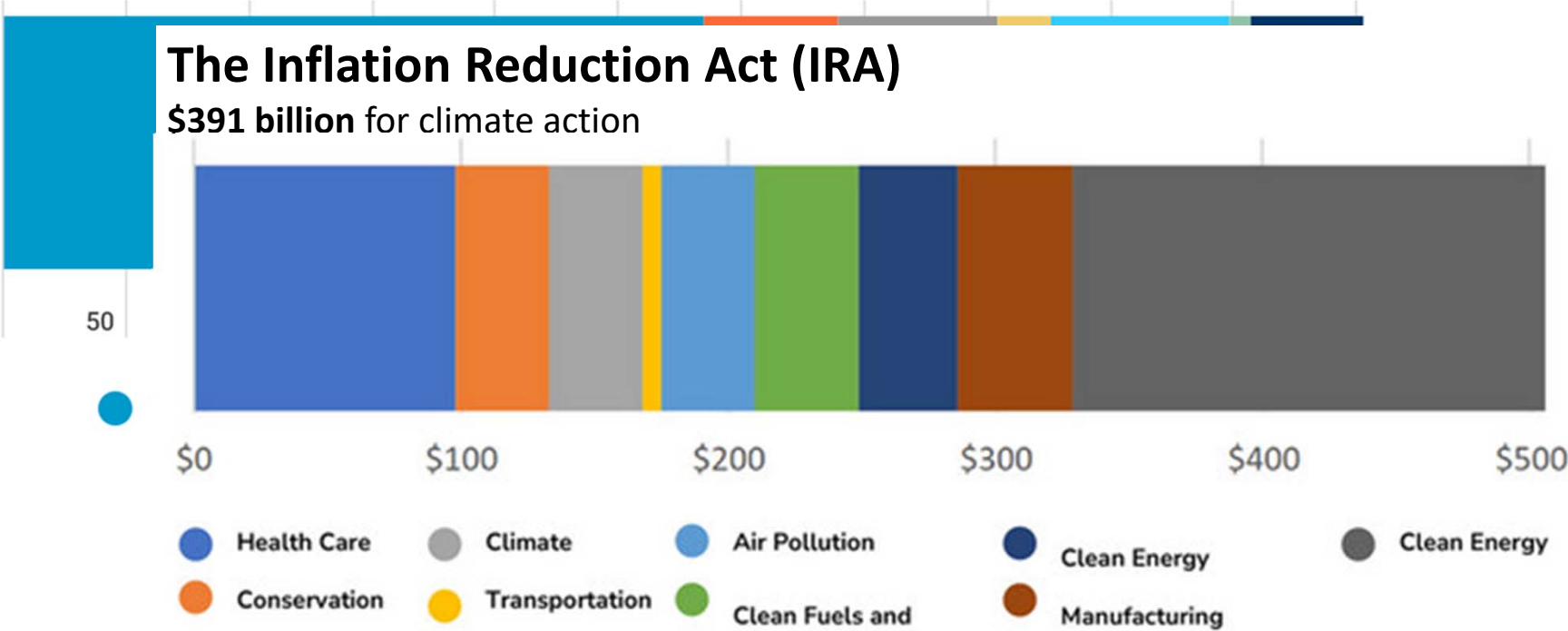
Funding Climate Action



Grants, Fleet-Non/Fleet Replacements, Infrastructure Improvements, Additional Xcel Franchise Fees

The Infrastructure Investment and Jobs Act (IIJA)

\$550 billion for “new” investments



Next Steps (if approved)

Form Climate Action Team (staff)

Establish Staff Lead for Implementation Matrix

Collaborate with Xcel (PIE)

Climate Planning and Implementation Grants

Create CAP/PIE page on City website

Reporting back to PREC and Council as necessary on progress





Recommendation: Approve Climate Action Plan

<https://palebluedot.llc/new-brighton-climate-action>

Craig Schlichting
Community Assets & Development

Jennifer Fink
Parks and Rec



CP 2- 4	Continue and expand sustained outreach and engagement efforts that seek to build and maintain direct relationship with under-resourced, traditionally marginalized, and climate vulnerable communities within New Brighton.	All	Execute	Time				Cross-Pollinating Actions
CP 2- 5	Establish jurisdictional partnerships that advance CAP strategies to advance and accelerate action. This can include government entities like Ramsey County, the State of Minnesota; utilities like Xcel Energy; institutions like Mounds View School District, St. Anthony - New Brighton School District; New Brighton businesses, and community groups.	All	Partner	Time				Cross-Pollinating Actions
CP 3-	CP 3: Maintain appropriate funding to support plan implementation.							Cross-Pollinating Actions
CP 3- 1	Establish and maintain a database of federal funding, incentives, and grants available to support regional and local government climate action implementation resulting from the Inflation Reduction Act (IRA), Infrastructure Investment and Jobs Act (IIJA) and others. Explore opportunities for grant submissions, including collaboration with other communities or entities.	All	Execute	Time				Cross-Pollinating Actions
CP 3- 2	Maintain a budget and identify funding sources for staff dedicated to the implementation of the CAP.	All	Execute	Capital				Cross-Pollinating Actions
CP 3- 3	Identify a budget necessary to support projects on an annual basis as per annual implementation plans.	All	Execute	Time				Cross-Pollinating Actions
CP 3- 4	Utilize no-cost technical assistance offerings as available.	All	Partner	Time				Cross-Pollinating Actions
Transportation and Land Use								
TL 1-	TL 1: Install pedestrian facilities with a goal of decreased VMT of 5% by 2030.							Transportation and Land Use
TL 1-	Recommended Primary Strategy Metrics: Reported “drive alone” commuter transportation data (US Census), Annual VMT data reported (MNDOT)							Transportation and Land Use
TL 1- 1	Develop a Safe Routes To Schools Implementation Plan (SRTS) for all schools within the City. Plan implementation should focus on infrastructure and policy changes as well as education and encouragement. Establish timeline and plan for implementing all recommended improvements	1	Partner	Time	Mounds View School District	City Parent/Teacher Association Homeowners along safe routes. Minnesota DOT Safe Routes funding		Transportation and Land Use
TL 1- 2	Establish a living streets policy, and implemenht policy.	1	Execute	Capital	City Public Work/Planning		https://palebluedot.illc/new-brighton-cap-policy-examples	Transportation and Land Use
TL 1- 3	Participate, promote, engage and support Bike to Work/School Week efforts	1	Execute	Time	City	Schools Local bike clubs - beer and bikes Scouts Buisness Bike Shops		Transportation and Land Use
TL 1- 4	Collaborate with partners to establish an education and information campaign promoting the advantages of and encouraging the elimination of vehicle idling.	1	Partner	Time	City Public Safety	City works		Transportation and Land Use
TL 1- 5	Conduct an assessment of existing conditions and opportunities and establish a Living Streets Plan to guide the implementation of living streets within the community. Include public funding plan. Implementation should prioritize locations which improve equity of mobility.	1	Execute	Time	City Public Work/Planning	Ramsey County/State resources for funding Advocacy Groups (Bike MN) Open Streets Citizens of New Brighton (Open map of needs)	Example: https://www.edinamn.gov/DocumentCenter/View/1199/Living-Streets-Plan-PDF?bidId=	Transportation and Land Use
TL 1- 6	Develop a signage program to promote use of pedestrian trails, especially to improve pedestrian access to schools (e.g. Safe Routes to School) and transit routes.	2	Execute	New Capital	City Public Work/Planning	School District		Transportation and Land Use
TL 1- 7	Enhance bike and pedestrian travel options through creating protected bike lanes on key travel corridors and improved pedestrian efficiency through mobile route mapping. Utilize Living Streets Plan to prioritize routes and implementation.	2	Partner	New Capital	Ramsey County	City to determine which streets, but most big ones are county owned.		Transportation and Land Use
TL 1- 8	Provide educational materials on the benefits of fuel efficient vehicles	2	Execute	Time	City	Vendors Advocacy Groups Owners of electric vehicles		Transportation and Land Use
TL 1- 9	Explore establishing a telecommuting and/or four-day work week policy for city employees and encourage other employers to implement similar policies.	2	Influence	Time	City Administration	Local Buisnesses Advocacy groups, including disability advocates	https://palebluedot.illc/new-brighton-cap-policy-examples	Transportation and Land Use
TL 1- 10	Implement form-based code (codes prioritize the physical form and characteristics of buildings and public spaces) along transportation corridors with goal of improved pedestrian experience (frequent access points, greenspace, safety measures, traffic calming, etc.)	3	Execute	Time	City Zoning	Form Based Code Ramsey County for county roads		Transportation and Land Use
TL 1- 11	Conduct a review of traffic light timing and implement modifications and smart traffic light technology to minimize stoppage, idling, and fuel wastage.	3	Influence	Time	Ramsey County			Transportation and Land Use
TL 1- 12	Update the City's Transportation Plan to incorporate reductions in carbon emissions and vehicle-miles-traveled, improved bicycle, pedestrian and transit service standards, and a policy requiring project evaluation to include criteria on climate, equity, economic benefit, health, safety and cost effectiveness.	3	Execute	Time	City	County/State/Feds DNR		Transportation and Land Use
TL 2-	TL 2: Promote increased ridership of transit with goal of increasing from 3.13% to 5% by 2030.							Transportation and Land Use
TL 2-	Recommended Primary Strategy Metrics: Reported public transit commuter data (US Census, Metro Transit, AllTransit), Annual VMT data reported (MNDOT)							Transportation and Land Use
TL 2- 1	Explore options to secure funding and provide transit passes to all youth, households with low incomes, and individuals with restricted mobility.	1	Execute	Time	City Administration	MetroTransit Ramsey County MNDOT Local Buisnesses		Transportation and Land Use

TL 2- 2	Collaborate with New Brighton businesses to promote and expand on the Metro Transit Guaranteed Ride Home program, and expand participation in the Employer Sponsored Pass program for workplaces to purchase bus passes for employees, students, etc.	2	Partner	Time	Buisnessess	MetroTransit	Example: City of San Francisco https://palebluedot.squarespace.com/s/City-of-San-Francisco-Commuter-Benefits-Ordinance.pdf	Transportation and Land Use
TL 2- 3	Study mobility limitations and challenges for youth and seniors not addressed in existing programs and services and explore additional mobility options and programs with partners to address limitations while decreasing community vehicle miles traveled.	3	Execute	Staff	City Public Work/Planning	Metro Mobility		Transportation and Land Use
TL 2- 4	Advocate with Metro Transit to improve efficiency, convenience, frequency, and reliability of bus service as well as improved bus shelter infrastructure. Collaborate with Metro Transit and Ramsey County to improve public transit infrastructure including dedicated lanes, dedicated bus routes, and create high-frequency rapid transit in corridors to improve "time equity / parity" of the route transit time with what it would be to drive a car. Prioritization to be given on routes serving the city's employment centers and areas with higher shares of people with mobility challenges.	All	Influence	Time	City Public Work/Planning	MetroTransit Ramsey County		Transportation and Land Use
TL 3-	TL 3: Increase average population per developed acre by 2% by 2030 (from 9.7 residents to 9.9 residents per residential land use acre).							Transportation and Land Use
TL 3-	Recommended Primary Strategy Metrics: <u>Reported population per square mile of developed land (US Census),</u>							Transportation and Land Use
TL 3- 1	Conduct an assessment and review of the city's land use ordinances for identification of zoning modifications to encourage appropriate increased density, increased community "walkability", and decreased reliance on automobile use.	1	Execute	Time	City Zoning	Advocacy Groups e.g. Strong Towns Developers		Transportation and Land Use
TL 3- 2	Work with the development community and private land owners to redevelop in mixed-use zoning area (i.e. along Silver Lake Road).	2	Influence	Time	City Zoning	Ramsey County/State		Transportation and Land Use
TL 3- 3	Review existing parking standards and investigate the elimination of minimum parking requirements from Unified Development Code and replace with a transportation reference guide for development that includes considerations for all modes. Allow developers to determine and defend their transportation needs - don't mandate parking.	2	Execute	Time	City Zoning	Developers Advocacy Groups DOT		Transportation and Land Use
TL 3- 4	Investigate and implement an ADU policy which will create additional legal ADUs compatible with residential neighborhoods. This will add additional housing options for the City's workforce, seniors, families with changing needs, and others for whom ADUs present an affordable housing option.	3	Execute	Time	City Zoning	Advocacy Groups e.g. Strong Towns Developers		Transportation and Land Use
TL 4-	TL 4: Increase battery electric vehicle (BEV) utilization to 15% of community-wide on-road vehicles (from approximately 470 vehicles to 2,400 vehicles).							Transportation and Land Use
TL 4-	Recommended Primary Strategy Metrics: Registered EV vehicles citywide (State of Minnesota EVAtlasHub https://www.atlasevhub.com)							Transportation and Land Use
TL 4- 1	Work with Drive Electric Minnesota to coordinate a bulk discount program or public awareness campaign.	1	Partner	Time	City Administration	Drive Electric Minnesota Vendors		Transportation and Land Use
TL 4- 2	Provide information to community through public workshops, EV guide, and web content to provide education and information on EV's, EV technology, and Federal, State, Utility, County, and City EV programs and incentives available to community members.	1	Execute	Time	City Administration	Vendors Advocacy Groups Owners of electric vehicles		Transportation and Land Use
TL 4- 3	Support electrification of Metro Transit buses.	1	Influence	Time	Metro Transit	Bus Manufacturers		Transportation and Land Use
TL 4- 4	Create an Electric Vehicle (EV) Action Plan. An EV Action Plan should: 1) address increased public access to chargers, 2) identify locations for chargers in commercial areas, 3) identify DC Fast Charging locations 4) explore charging infrastructure technologies including streetlight integration and smart cable technologies, 5) address barriers to charging at homes and rental properties (such as households without garages), 6) identify strategies to increase use of EVs in car sharing programs, and 7) assess the potential to partner with third-party EV charging station providers to lower program and construction costs. 8) include an identification of options to power EV charging stations with renewable energy. 9) establish public EV parking regulation.	1	Execute	Staff	City Administration	Vendors Advocacy Groups Owners of electric vehicles		Transportation and Land Use
TL 4- 5	Collaborate with Xcel Energy to establish incentives and explore expansion of current Xcel programs on vehicles and/or residential chargers.	2	Partner	Time	City Administration	Xcel Energy Vendors		Transportation and Land Use
TL 4- 6	Establish and promote a New Brighton EV Fair providing residents to learn more about electric vehicles, speak with owners and vendors and test drive vehicles.	2	Execute	Time	City Administration	EV Owners Vendors		Transportation and Land Use
TL 4- 7	Promote state, local, and other incentives for purchasers of new EVs (tax credits, preferential parking, reduced fees).	2	Execute	Time	City Administration	Farmer's Market Community Events State or federal incentives		Transportation and Land Use
TL 4- 8	Investigate implementing an "EV Ready" building ordinance that requires new developments to have wiring capacity to charge electric vehicles and establish minimum EV parking requirements.	2	Execute	Time	City Zoning	Vendors		Transportation and Land Use
TL 4- 9	Establish partnerships with providers to increase access to electric car-sharing and bicycle sharing programs to increase mobility options for all residents. Example: https://eviecarshare.com/	3	Partner	Time	City Administration	Peopleforbikes.org Better Bikeshare partnership		Transportation and Land Use

TL 4- 10	Seek funding for an eBike incentive program to increase adoption and use of eBikes in lieu of gas vehicles. Incentive program to provide no or low cost loans for eBike purchases and/or establish a bulk purchase program to decrease costs of eBike ownership.	3	Partner	New Capital	City Administration	Peopleforbikes.org	Example: Denver E-Bike and E-Cargo Bike Instant Rebates: https://www.denvergov.org/Governm ent/Agencies-Departments- Offices/Agencies-Departments-Offices- Directory/Climate-Action-Sustainability- Resiliency/Sustainable- Transportation/Electric-Bikes-E-Bikes- Rebates https://electrek.co/2019/07/08/study- electric-bicycles-better-than-electric- cars/	Transportation and Land Use
TL 4- 11	Collaborate to establish an incentive to convert fuel-burning lawn equipment such as gas-powered lawn mowers and blowers to electric. Coordinate with Xcel Energy for support and identification of additional rebate programs to promote electric yard equipment.	3	Partner	New Capital	City Administration	Hardware Stores Xcel Energy		Transportation and Land Use
TL 4- 12	Collaborate with waste haulers, or require in waste hauler agreements, to deploy alternative fueled vehicles – biodiesel/electric vehicles used in solid waste collection and disposal.	3	Influence	Time	City Administration	Waste Haulers Truck Manufacturers		Transportation and Land Use
TL 5-	TL 5: Establish viable renewable diesel and/or biodiesel sources to serve municipal operations by 2027. Achieve 50% municipal diesel consumption replacement by 2030. (Renewable fuels include hydrogen, renewable diesel, and bio diesel derived from renewable energy processes).							Transportation and Land Use
TL 5-	Recommended Primary Strategy Metrics: City reported renewable/biodiesel use , City reported conventional diesel use							Transportation and Land Use
TL 5- 1	Identify viable no/low diesel vehicle fuel alternatives, sources, and outlets for increasing no/low emission fuel alternative availability and utilization. Study to include analysis of efficiency chain and impact on land use and other communities. Study may include exploration of existing supply chains as well as potential new sources such as through a locally operated biodiesel plant, renewable diesel produced through renewable energy and electrolyzer plant, and plasma gasification plant producing hydrogen or renewable diesel.	1	Execute	Time	City Administration	Businessess Oil/Gas manufacturers Biodiesel sources		Transportation and Land Use
TL 5- 2	Identify and engage partners to establish adequate bio and/or renewable diesel supply chain for municipal operations. Explore opportunities to increase bio and/or renewable diesel supply and use community-wide.	2	Partner	Time	City Administration	Businessess Oil/Gas manufacturers Biodiesel sources		Transportation and Land Use
TL 6-	TL 6: Reduce fossil fuel consumption of the municipal operations passenger vehicle fleet 60% by 2030.							Transportation and Land Use
TL 6-	Recommended Primary Strategy Metrics: City GHG updates , City reported passenger vehicle fleet fuel consumption , City reported fleet vehicle average MGP , City reported vehicle share by fuel type .							Transportation and Land Use
TL 6- 1	Conduct a Municipal Fleet Inventory and EV Transition Implementation Plan. Identify opportunities for electrifying, right-sizing, and improving overall efficiency of vehicles to meet CAP Goals. Include implementation recommendations to incorporate EV's through right-timing purchases with a planned vehicle-replacement schedule. Study to include recommendations on: •Emissions/Fuel Reductions •Alternative Fuel Types •Vehicle Type •Pooling System •Assess city diesel fleet and identify opportunities for conversion to Clean/Bio Diesel and opportunities to leverage the EPA Midwest Clean Diesel Program Funding. Particular focus should be made to convert all pre-2006 diesel engines Goal, achieve a minimum 10% increase in fuel efficiency by 2030 where EVs are not available/practical (projected 5% reduction in total fleet fossil fuel consumption).	1	Execute	Time	City Public Works	Vehicle Manufacturers		Transportation and Land Use
TL 6- 2	Establish or expand an education and information and reminder campaign promoting the elimination of vehicle idling within city fleet.	1	Execute	Time	City Administration	Other City departments		Transportation and Land Use
TL 6- 3	Utilize fleet and non-fleet plan to include updated costs for electric alternatives.	2	Execute	Time	City Administration			Transportation and Land Use
Buildings and Energy (These are the strategies as written in the New Brighton Energy Action Plan.)								Buildings and Energy
Increase energy savings by 40% on community-wide electricity and natural gas energy by 2030.								Buildings and Energy
BE 1-	BE 1: Create a long-term energy efficiency campaign to help residents save energy and money.							Buildings and Energy
BE 1-	Recommended Primary Strategy Metrics: See Appendix B: Methodology for Measuring Success of City of New Brighton Energy Action Plan							Buildings and Energy
BE 1- a	Work with local social service organizations to communicate opportunities to save energy and money to their networks.	1	Partner	Time	PIE Team	NYFS, CPY, Lions, Rotary, Multi-Family Housing, Faith Community Partners		Buildings and Energy
BE 1- b	Partner with school sustainability teams or interested educators to connect with students and share energy saving opportunities and challenges.	1	Partner	Time	PIE Team	Moundsview School District, NBSA School District		Buildings and Energy

BE 1- c	Spread information on multi-family low-income efficiency programs through local agencies and partners.	1	Execute	Time	PIE Team	Multi-Family Housing	Buildings and Energy
BE 2-	BE 2: Promote home energy assessments and energy advisor services to connect residents with programs suited to their household needs.						Buildings and Energy
BE 2-	Recommended Primary Strategy Metrics: See Appendix B: Methodology for Measuring Success of City of New Brighton Energy Action Plan						Buildings and Energy
BE 2- a	Implement a full cost buy-down for Home Energy Squad visits for residents.	2	Execute	New Capital		MHFA	Buildings and Energy
BE 2- b	Focus outreach efforts on energy burdened households, older homes and manufactured home parks.	1	Execute	Time	PIE Team	CPY, NYFS	Buildings and Energy
BE 3-	BE 3: Engage businesses to enroll in energy efficiency programs						Buildings and Energy
BE 3-	Recommended Primary Strategy Metrics: See Appendix B: Methodology for Measuring Success of City of New Brighton Energy Action Plan						Buildings and Energy
BE 3- a	Encourage high commercial energy users to enroll in energy efficiency programs.	3	Execute	Time	EDC	EDC	Buildings and Energy
BE 3- b	Work with a leading business to provide a case study on commercial energy efficiency projects.	2	Execute	Time	EDC	EDC	Buildings and Energy
BE 4-	BE 4: Update city code, building policies and ordinances to ensure energy efficiency in existing buildings, new construction and retrofits/renovation						Buildings and Energy
BE 4-	Recommended Primary Strategy Metrics: See Appendix B: Methodology for Measuring Success of City of New Brighton Energy Action Plan						Buildings and Energy
BE 4- a	Create a new construction efficiency program information packet to share before code and permitting processes.	3	Execute	Time	DCAD		Buildings and Energy
BE 4- b	Create a building benchmarking program for large commercial and municipal buildings.	3	Execute	Time	PIE Team/DCAD		Buildings and Energy
BE 4- c	Create a sustainable building policy that requires City-funded construction to meet energy efficiency standards.	2	Execute	Time	PIE Team/PREC	PREC	Buildings and Energy
BE 5-	BE 5: Create or update policy, ordinances and incentives to help save energy for under-resourced residents.						Buildings and Energy
BE 5-	Recommended Primary Strategy Metrics: See Appendix B: Methodology for Measuring Success of City of New Brighton Energy Action Plan						Buildings and Energy
BE 5- a	Create a residential energy disclosure policy for 1) rentals and 2) home sales.	2	Execute	Time	DCAD		Buildings and Energy
BE 5- b	Explore and develop city incentives to support energy efficiency improvements for low- and middle-income residents.	3	Execute	New Capital	PIE Team	Multi-Family Housing	Buildings and Energy
BE 5- c	Explore and develop a city incentives for landlords to make energy efficiency upgrades to affordable multi-family buildings where residents will benefit from savings.	3	Execute	New Capital	DCAD	Multi-Family Housing	Buildings and Energy
	Increase residential and commercial & industrial subscribers in Xcel Energy renewable subscription offerings by 45% by 2030.						Buildings and Energy
BE 6-	BE 6: Execute a long-term residential renewable energy education campaign.						Buildings and Energy
BE 6-	Recommended Primary Strategy Metrics: See Appendix B: Methodology for Measuring Success of City of New Brighton Energy Action Plan						Buildings and Energy
BE 6- a	Table at local events to drive awareness of residential renewable energy programs	1	Execute	Time	PIE Team		Buildings and Energy
BE 7-	BE 7: Engage businesses to enroll in renewable energy programs.						Buildings and Energy
BE 7-	Recommended Primary Strategy Metrics: See Appendix B: Methodology for Measuring Success of City of New Brighton Energy Action Plan						Buildings and Energy
BE 7- a	Encourage the top commercial energy users to enroll in renewable energy programs	1	Execute	Time	EDC	Chamber of Commerce, Rotary, Lions	Buildings and Energy
BE 7- b	Work with a leading business to provide a case study on renewable energy adoption	2	Execute	Time	EDC	Chamber of Commerce, Rotary, Lions	Buildings and Energy
BE 7- c	Conduct a small business renewable energy campaign promoting renewable subscription programs	2	Execute	Time	EDC	Chamber of Commerce, Rotary, Lions	Buildings and Energy
BE 8-	BE 8: Improve total municipal building energy efficiency by 12% for electricity and natural gas by 2030.						Buildings and Energy
BE 8-	Recommended Primary Strategy Metrics: See Appendix B: Methodology for Measuring Success of City of New Brighton Energy Action Plan						Buildings and Energy
BE 8- a	Develop an outline (including budget) of incentives for testing and refinement where needed	3	Execute	Time	PIE Team		Buildings and Energy
BE 8- b	Incorporate incentives into regular business communications	1	Execute	Time	PIE Team	EDC, DCAD	Buildings and Energy
BE 8- c	Develop a recognition program for businesses to be praised for their participation in renewable energies	1	Execute	Time	PIE Team	EDC	Buildings and Energy
BE 9-	BE 9: Create a sustainable building policy that requires City-funded construction to meet renewable energy standards						Buildings and Energy

BE 9-	Recommended Primary Strategy Metrics: See Appendix B: Methodology for Measuring Success of City of New Brighton Energy Action Plan						Buildings and Energy
BE 9- a	Develop an outline (including budget) of incentives for testing and refinement where needed						Buildings and Energy
Achieve 15% residential and commercial and industrial building "fuel switching" from on-site fossil fuel combustion to electrification by 2030							Buildings and Energy
BE 10-	BE 10: Conduct a residential electrification education campaign						Buildings and Energy
BE 10-	Recommended Primary Strategy Metrics: See Appendix B: Methodology for Measuring Success of City of New Brighton Energy Action Plan						Buildings and Energy
BE 10- a	Address misconceptions and promote new technologies through educational materials and City communications	1	Execute	Time	Administration - Commuications	PIE Team, Nine North	Buildings and Energy
BE 11-	BE 11: Conduct a campaign to replace cooling system installations with heat pumps						Buildings and Energy
BE 11-	Recommended Primary Strategy Metrics: See Appendix B: Methodology for Measuring Success of City of New Brighton Energy Action Plan						Buildings and Energy
BE 11- a	Create and distribute communications to local distributors, contractors and residents about cooling system replacement options and available incentives	1	Execute	Time	PIE Team	Local Trade Schools	Buildings and Energy
BE 12-	BE 12: Communicate electrification opportunities to businesses.						Buildings and Energy
BE 12-	Recommended Primary Strategy Metrics: See Appendix B: Methodology for Measuring Success of City of New Brighton Energy Action Plan						Buildings and Energy
BE 12- a	Create a sustainable building policy that requires City-funded construction to meet electrification standards	2	Execute	New Capital			Buildings and Energy
BE 12- b	Explore and implement a City-led building electrification pilot project (i.e., net-zero building and/or geothermal)	3	Execute	New Capital			Buildings and Energy
BE 12- c	Conduct a geothermal geological assessment of the city of New Brighton or in a specified area where a geothermal or ground-source heat pump project might be piloted (ideally in an area or building benefitting under resourced households)	3	Execute	New Capital			Buildings and Energy
Waste Management							Waste Management
WM 1-	WM 1: Decrease total per capita municipal solid waste handled by 10% by 2030.						Waste Management
WM 1-	Recommended Primary Strategy Metrics: Reported community-wide total municipal solid waste handled (waste handlers, MPCA Score Report pro rata share), Total population (US Census)						Waste Management
WM 1- 1	Closely track the analysis being conducted by the Minnesota Pollution Control Agency, and ongoing monitoring efforts, to better understand the health and greenhouse gas emissions impact of the waste to energy facilities used by New Brighton solid waste streams, consistent with the City goals of reducing the greenhouse gas emissions of our waste stream and reducing cumulative health impacts on the region's communities	1	Partner	Time	Community Development	MPCA and Ramsey County Recycling and Energy Center;	Waste Management
WM 1- 2	Work with Ramsey County and other partner organizations to encourage businesses and residents to purchase reused and reusable goods (i.e., the Choose to Reuse campaign).	1	Partner	Time	Community Development	ReUse Center, Habitat for Humanity, Goodwill (Fridley); New Brighton Communications group, Vietnam Vets Reuse Store; Savers, Salvation Army, Hidden Treasures. Economic Development commission to host a city wide garage sale. North Oaks community sale group.	Waste Management
WM 1- 3	Develop innovative marketing and behavioral strategies to reduce food waste like signage, reducing tray use in cafeterias, and supporting County efforts for expanded outreach to commercial and multi-family properties. Resource on food waste reduction through tray use elimination: https://www.reuters.com/article/us-removingtrays-dininghalls/removing-trays-from-dining-halls-cuts-food-waste-idUKBRE8A114T20121102	3	Partner	Time	Community Development	Parks and Rec commission. Irondale or Moundsview art or communications department to do a contest for a waste reduction campaign.	Waste Management
WM 1- 4	Include resources on city's website and through social media to inform residents of recycling and organics programs.	1	Execute	Time	Community Development	City of New Brighton Comms department, ramsey county	Waste Management
WM 1- 5	Create a comprehensive communication campaign to provide standardized information and communications on waste reduction, recycling, and organics collection options to reach the residential sector.	1	Partner	Time	Community Development	Do we have an ad agency in New Brighton? Dianne Anderson (resident in advertising industry) for ideas or contacts to ad agencies in new brighton. MCAP: MN Climate Adaptation Partnership Example campaigns: City of Portland Be Cart Smart, City of Fayetteville Solid Waste Diversion and Recycling Education Plan: https://palebluedot.illc/new-brighton-cap-policy-examples	Waste Management
WM 1- 6	Undertake a public education campaign to inform residents about how to reduce and opt-out opportunities for materials like phone books and junk mail.	2	Partner	Time	Community Development	Parks and Rec commission. Irondale or Moundsview art or communications department to do a contest for a waste reduction campaign.	Waste Management

WM 1- 7	Establish a Zero Waste policy for City operations that outlines increasing incremental annual waste reduction goals charting a path to Zero Waste. Policy to require that outside users of City facilities also follow Zero Waste policy and will modify the event permit application to require the inclusion of recycling and composting at events. Policy to require all property owners (including City buildings and parks) to provide recycling and compost collection services and requiring businesses to use these services.	2	Execute	New Capital	Community Development	Permits department, parks and rec commission, Community Center.	Waste Management	
WM 1- 8	Increase consistency of service, alignment with this plan's goals, and reduce garbage truck traffic by establishing a single hauler for waste and recycling. Reduce cost of garbage removal and recycling for residences and reduce road maintenance and reduction of noise and air pollution.	2	Execute	Time	Community Development		Waste Management	
WM 1- 9	Coordinate with the school district to establish paths towards Zero Waste program. Program to include zero waste curricula, family content, training, volunteer program connections, as well as zero waste strategies for school facilities.	2	Influence	Time	Community Development	Does anyone have connections in the school district?	Waste Management	
WM 1- 10	Eliminate petroleum-based, single-use products through phasing out the use of single-use plastics including plastic bags. Require food service retailers to use re-usable, biodegradable, compostable or recyclable packaging and utensils (including for take-out). Explore the feasibility of establishing a reusable takeout container service.	3	Execute	Time	Community Development		Waste Management	
WM 2-	WM 2: Achieve 75% organic waste diversion by 2030 (from 15.2% to 27% of total MSW). Recommended Primary Strategy Metrics: Reported community-wide total organic waste collection (waste handlers, MPCA Score Report pro rata share), Reported community-wide total municipal solid waste handled (waste handlers, MPCA Score Report pro rata share).							Waste Management
WM 2-								Waste Management
WM 2- 1	Coordinate with local food banks to support edible food donation through coordination with the food bank and donations from City and community partner events. Explore expansion of effort by identifying food retailer and restaurant partners for increased participation and support.	1	Partner	Time	Community Development	Ralph Reeder Food shelf, St. John the Baptist food shelf, Christ the King Lutheran Church.	Waste Management	
WM 2- 2	Expand networks for food recovery efforts from grocery stores, restaurants, schools, and others to connect to hunger services.	1	Partner	Time	Community Development	Ralph Reeder Food shelf, St. John the Baptist food shelf, other food shelves? Sharon Deitrich (neighbor)	Waste Management	
WM 2- 3	Work with Ramsey County to develop and implement a curbside organics collection.	1	Partner	Time	Community Development		Waste Management	
WM 2- 4	Identify major organic waste producers (e.g., food service, schools, hospitals) and conduct a targeted campaign to increase organics recycling.	2	Execute	Time	Community Development		Waste Management	
WM 2- 5	Develop a recognition program to promote leading businesses succeeding in waste diversion and reduction as well as overall transparency in sustainability practices.	2	Execute	Time	Community Development	New Brighton comms department (to showcase on the website), economic development commission	Waste Management	
WM 2- 6	Determine if project specifications can include a requirement for compost in amended soil mixes.	3	Execute	Time	Community Development	Ramsey County (compost supply)	Waste Management	
WM 3-	WM 3: Increase recycling from 31% to 41% of total MSW handled by 2030. Recommended Primary Strategy Metrics: Reported community-wide total recycling collection (waste handlers, MPCA Score Report pro rata share), Reported community-wide total municipal solid waste handled (waste handlers, MPCA Score Report pro rata share).							Waste Management
WM 3-								Waste Management
WM 3- 1	Enforce the commercial recycling ordinance and undertake an educational campaign to expand recycling options in multi-family housing	1	Execute	Time	Community Development		Waste Management	
WM 3- 2	Expand recycling for business and public facilities.	1	Influence	Time	Community Development		Waste Management	
WM 3- 3	Require city-hosted events comply with a Zero Wastes Packaging policy and relevant environmental purchasing policies; expand to require that outside users of certain city facilities also use compostable, reusable, or recyclable food service items.	1	Execute	Time	Community Development		Waste Management	
WM 3- 4	Adopt a "to go" packaging ordinance requiring containers to be recyclable or compostable	1	Execute	Time	Community Development		Waste Management	
WM 3- 5	Support state legislation to prohibit Styrofoam ; incentivize restaurants to choose alternatives ; education campaigns on single use items and consumer choice	1	Influence	Time	Community Development	ISAIAH/Faith in Minnesota, other coalition groups working on state policy. Christ the King Lutheran Church.	Waste Management	
WM 3- 6	Ensure that recycling in schools, City buildings, public housing, and public spaces is fully implemented. Conduct a study to determine which facilities do not currently have recycling or could have recycling diversion significantly improved. Coordinate with those facilities to improve recycling participation.	2	Partner	Time	Community Development		Waste Management	
WM 3- 7	Conduct outreach to determine what assistance may be needed to increase recycling, organics collection, and composting.	2	Execute	Time	Community Development	Boys Scouts/Girl Scouts for outreach, Biz recycling;	Waste Management	
WM 3- 8	Establish a policy or ordinance expanding or requiring textile reuse and recycling based on outcomes of the Clothing Reuse and Recycling pilot project.	3	Execute	Time	Community Development	Example clothing reuse entities: https://www.goodwillindy.org/ https://sisterscloset.org/ Example recycling partners: http://atrscorp.com/ https://www.terracycle.com	Waste Management	
WM 3- 9	Establish a policy requiring the use of recycled asphalt, used roofing shingles, or other materials, particularly construction and demolition debris, in new streets.	3	Execute	Time	Community Development		Waste Management	

WM 3- 10	Continue to support collaborative consumption community projects, such as neighborhood compost projects, tool libraries, and repair cafes through mini-grant programs.	3	Influence	Time	Community Development	Ramsey County Environmental Service Center; Conservation MN (John Anderson, Director)	Waste Management
WM 3- 11	Add a plastic bag recycling collection at City's farmer's market	3	Execute	Time	Community Development		Waste Management
WM 3- 12	Work with haulers to expand recyclable materials accepted such as shredded paper and aluminum foil.	3	Influence	Time	Community Development		Waste Management
WM 3- 13	Partner with service providers who specialize in specialty and expanded recycling programs, like Ridwell, to establish expanded recycling collection service options.	3	Partner	Time	Community Development		Waste Management
Water and Wastewater							Water and Wastewater
W 1- 1	W 1: Promote increased water conservation citywide with a targeted reduction of 10% by 2030.						Water and Wastewater
W 1- 1	Recommended Primary Strategy Metrics: Reported community-wide water consumption (City). Reported community-wide residential water consumption (City)						Water and Wastewater
W 1- 1	Implement or expand water leak detection within municipal water supply system with the goal of reducing water leaks.	1	Execute	New Capital	City Utilities	vendors for leak detection Resources: https://www.waterworld.com/home/article/14070706/successful-water-leak-detection-and-audit-methods https://www.waterworld.com/home/article/14071012/hightech-leak-detection	Water and Wastewater
W 1- 2	Expand water conservation outreach and incentive programs for residents and businesses	1	Execute	New Capital	City Utilities	Library, Farmers Mkt, other community events, PREC, Xcel program low flow showerheads	Water and Wastewater
W 1- 3	Consider rate design structures that incentivize water utilization and consumption in line with the broader goals of this climate action plan, economic and job development, and take into consideration the city's water pumpage requirements, such as encouragement of reduction of summer irrigation in favor of uses which support job development and/or businesses aligning with the goals of the Climate Economy section of this plan. Include education and engagement plan to raise awareness about change and water efficiency.	1	Execute	New Capital	City Utilities	Copy city with similar ordinances.	Water and Wastewater
W 1- 4	Evaluate the potential for installation of rainwater collection systems at municipal facilities (especially parks) for graywater uses, and investigate opportunities for graywater reuse at existing and new municipal facilities and properties	2	Execute	New Capital	City Public Works	PREC,	Water and Wastewater
W 1- 5	Update building codes to require water conservation measures (e.g., grey water infrastructure, water-efficient irrigation systems, native and drought-resistant landscaping) in new construction and renovations.	2	Execute	Time	City Zoning	UofM master gardeners, nurseries to promote native & drought resistant plants. Buieswengens (sp?)	Water and Wastewater
W 1- 6	Issue an RFP for large water use businesses, particularly those focused on sustainability and services aligned with the broader goals of this Climate Action Plan, to relocate to New Brighton to be eligible for discounted water (at cost). Use revenue for climate action plan implementation.	2	Execute	Time	City	economic dev commission. City Council.	Water and Wastewater
W 1- 7	Facilitate reduction of water use by top 20 customers. Request large institutions and businesses to identify specific opportunities for employees or customers to conserve water and incorporate water efficiency into internal operations	2	Partner	Time	City Utilities	Business and the top 20 users. Economic development.	Water and Wastewater
W 1- 8	Explore creation of an ordinance requiring moisture sensors with all new irrigation systems installed in the city.	3	Execute	Time	City Zoning	Copy city with similar ordinances. Moisture sensor vendors	Water and Wastewater
W 1- 9	Collect water for drought expenses that are expected.	3	Execute	New Capital	City	Rice creek watershed, Ramsey, State & funding that goes along with it.	Water and Wastewater
W 1- 10	Evaluate opportunities for real-time water metering and smart metering to help customers better understand and reduce their water consumption.	3	Execute	Time	City Utilities	vendors for monitoring from the house-side.	Water and Wastewater
W 2- 1	W 2: Reduce wastewater generation community-wide with a targeted reduction of 10% by 2030.						Water and Wastewater
W 2- 1	Recommended Primary Strategy Metrics: Reported community-wide wastewater treatment (Metropolitan Council Waste Water Treatment)						Water and Wastewater
W 2- 1	Identify existing programs or establish a New Brighton program which provides low-flow water fixture discounts, installations and information to encourage use of low-flow water fixtures in residential homes and businesses.	1	Partner	Time	City Utilities	Operation Flush, Local Plumbers, Xcel program, local businesses, Library, Farmers Mkt, other community events, PREC, Xcel program low flow showerheads, city website/mailler, schools, economic dev, chamber of commerce.	Water and Wastewater
W 2- 2	Require rainwater collection systems and Water Sense water efficient fixtures and appliances at all City facility projects and all projects receiving City funding.	1	Execute	New Capital	City	School programs, college programs, partner with other organizations (Scouts) to create signage.	Water and Wastewater
W 2- 3	Create greater awareness and adoption of water conservation through educational and promotional material	2	Execute	Time	City Public Works	Library, Farmers Mkt, other community events, PREC, Xcel program low flow showerheads, city website/mailler, schools	Water and Wastewater
W 2- 4	Explore options for expanding the use of greywater systems and water conservation measures in public and private buildings	3	Partner	Time	City Public Works	PREC,	Water and Wastewater

W 3-	W 3: Mitigate the projected increased flood hazards and impacts due to climate change. Recommended Primary Strategy Metrics: Status of flood mitigation standard plan integration (City), Total coverage, and capacity of green infrastructure installations (City Ground Cover Survey updates), Total coverage of impervious surfaces (City Ground Cover Survey updates)						Water and Wastewater
W 3-							Water and Wastewater
W 3- 1	When the City's Stormwater Master Plan is updated, ensure it incorporates projected increases in precipitation and extreme weather events and address any development/redevelopment of properties currently exempted from stormwater management requirements.	1	Execute	Time	City Public Works	County/state resources, Pale Blue Dot	Water and Wastewater
W 3- 2	Continue to work with FEMA to update flood zone maps. Update watershed management plans with current understanding of climate change related weather patterns to identify properties vulnerable to flooding and help prepare property owners to implement adaptation actions.	1	Partner	Time	City Public Works	County/state resources, Pale Blue Dot, FMEA	Water and Wastewater
W 3- 3	Target specific types of infrastructure to implement green infrastructure including: parking lots, alleys, parks, vacant lots, parkways, and grading near sidewalks. In addition, identify properties owned by other public entities that have a high potential for improved ecological management to improve stormwater management functions (school districts, county, Metro Transit, and watershed districts).	1	Partner	Time	City Zoning	Living Streets, school districts, county, Metro Transit, and watershed districts	Water and Wastewater
W 3- 4	Educate people on alternative products to road salt for ice reduction which are less-damaging to the environment	2	Execute	Time	City Public Works	Other communities/states/countries (canada), Vendors, local & municipal businesses as well.	Water and Wastewater
W 3- 5	Seek funding for the construction of Lake Jones and Hansen Park Phase II Flood Infrastructure Project, and complete preliminary concepts, prioritize and schedule mitigation projects for next major flood risk areas.	2	Partner	New Capital	City Public Works	Rice Creek Watershed District	Water and Wastewater
W 3- 6	Prepare a flash flood risk map to identify areas within the City that are particularly vulnerable to the impacts of flooding, including details such as tree canopy, impervious surface, heat islands, critical community infrastructure (water wells, wastewater treatment and pump houses, emergency response, power generation, fresh water supply, hospitals, etc.), and vulnerable populations. Based on risk mapping and assessments, create and implement a risk reduction and response plan. Share and promote the information developed by the flash flood risk map, particularly among vulnerable populations and neighborhoods.	2	Execute	New Capital	City Public Works	County/state resources, Pale Blue Dot	Water and Wastewater
W 3- 7	Prioritize managing stormwater before it enters the sewer system through a combination of overland flow, detention, and infiltration strategies (for example, permeable surfaces)	3	Execute	New Capital	City	Scouts rain garden projects, PREC	Water and Wastewater
W 3- 8	Provide an opportunity and support for residents to volunteer to have rain gardens on their property and have a plan given to them by the city	3	Partner	Time	City Public Works	Library, Farmers Mkt, other community events, PREC, city website/mailler, schools, Community Education, UofM Master Gardener program	Water and Wastewater
W 3- 9	Reduce or offset impervious surfaces where possible, and encourage use of lighter colored pavements and building materials to lessen the impact of urban heat island effect.	3	Execute	Time	City Public Works	Materials Science organizations	Water and Wastewater
Local Food and Agriculture							Local Food and Agriculture
LF 1-	LF 1: Increase production of local food, particularly serving low income and food insecure individuals. Recommended Primary Strategy Metrics: Food access city-wide (USDA Food Access Research Atlas https://www.ers.usda.gov/data-products/food-access-research-atlas/) Reported number of farmer's markets in community (City, Minnesota Farmers Market Association: https://www.mfma.org/farmers-markets/)						Local Food and Agriculture
LF 1-							Local Food and Agriculture
LF 1- 1	Consider policy changes to increase local food production relating to urban agriculture and food production activities including front yard and rooftop vegetable gardens, community gardens, urban farms, beekeeping, and poultry keeping.	1	Partner	Time			Local Food and Agriculture
LF 1- 2	Establish a communication system whereby local gardeners could trade food (i.e. if one person has too many tomatoes, could offer them to trade or for free pick up).	1	Partner	Time			Local Food and Agriculture
LF 1- 3	Work with community organizations, neighborhood groups, and public libraries to organize a garden-tool lending program and garden bounty exchange program, including canning/preservation tools.	1	Partner	Time			Local Food and Agriculture
LF 1- 4	Partner with schools, private companies and other organizations to create sustainable gardening programs at public and private schools and businesses at locations that to serve youth, immigrant, and people with lower incomes or who are experiencing food insecurity. Promote local food production through these partnerships, funding, and educational programs.	1	Partner	Time			Local Food and Agriculture
LF 1- 5	Collaborate with partners to provide educational resources such as featuring films, "fact sheets" and educational content. Use these partnerships to create field trips for students and others to visit farms and urban agriculture sites to see food production, meet farmers and animals and promote consideration of farming and local food production as a career. Communications, events, and field trips to prioritize racial/cultural diversity among participants.	2	Partner	Time			Local Food and Agriculture
LF 1- 6	Offer low price compost bins similar to rain barrels the County currently offers; potentially work with businesses as well and city could then sell or give compost to residents	2	Execute	New Capital			Local Food and Agriculture

LF 1- 7	Analyze existing Municipality purchasing and procurement policies and explore creating a policy preferring purchasing foods grown, or from , local establishments.	2	Execute	Time	Local Food and Agriculture
LF 1- 8	Incentivize and reward soil best management practice for urban lawns, gardens, landscaping, parks, open spaces, prairies, environmentally sensitive areas, and agricultural land uses	2	Execute	New Capital	Local Food and Agriculture
LF 1- 9	Support existing school and community gardens and provide opportunities to expand community growing spaces with a focus on locating garden infrastructure to serve youth, immigrant, and people with lower incomes or who are experiencing food insecurity. Community growing and garden spaces may include use of park space, unused city owned space, etc. Program should prioritize conversion of impervious spaces to garden space and preservation/increase of overall green space benefit. Provide on-going promotion, communication, and education of the sites and opportunities including appropriate translated and accessible content.	3	Partner	Time	Local Food and Agriculture
LF 1- 10	Establish incentives for local hydroponic growers, particularly those serving vulnerable or low income community members and using renewable energy to power their facilities, in the form of free or reduced water.	3	Execute	New Capital	Local Food and Agriculture
LF 1- 11	Allow community gardens or urban farms on vacant land in all zoning districts, except industrial, to increase the availability of locally produced food for all residents.	3	Execute	Time	Local Food and Agriculture
LF 2-	LF 2: Increase access to local food, particularly among low income and food insecure individuals.				Local Food and Agriculture
LF 2-	Recommended Primary Strategy Metrics: Status of WIC/SNAP acceptance at New Brighton farmer's markets, Reported number of farmer's markets in community (City, Minnesota Farmers Market Association: https://www.mfma.org/farmers-markets/) Reported number of community gardens (City, Minnesota Horticultural Society: https://northerngardener.org/resource/map-of-community-gardens/ , American Community Gardening Association: https://www.communitygarden.org/garden/)				Local Food and Agriculture
LF 2- 1	Continue support of the New Brighton farmer's market (particularly expansion to accept WIC/SNAP benefits) and food hubs, with a focus on expanding equitable access to locally-produced and organic foods and increasing food security among at-risk populations.	1	Execute	Time	Local Food and Agriculture
LF 2- 2	Conduct a detailed Food Security Assessment to determine food insecurity conditions within the City, areas with limited access to full service grocery stores and markets (particularly within areas of higher vulnerable populations), identify areas within the City for improvement, and establish detailed strategies to increase food security within City.	1	Execute	Staff	Local Food and Agriculture
LF 2- 3	Establish incentives for developers and large property owners to provide space for backyard or community gardens	2	Execute	New Capital	Local Food and Agriculture
LF 2- 4	Establish a public Food Forest by adding edible trees, shrubs, and planting regionally native vegetables to existing public landscaping including boulevard and right of way areas. Select an existing property for a pilot project.	2	Execute	Time	Local Food and Agriculture
LF 2- 5	Establish partnerships with garden centers in New Brighton (Pletscher's) to establish education on locally adapted /perennial agriculture plants (berries, grapevines, etc).	2	Partner	Time	Local Food and Agriculture
LF 2- 6	Offer City of New Brighton facility/parking lot as a consumer sponsored agriculture (CSA) pickup site.	3	Execute	Time	Local Food and Agriculture
LF 2- 7	Partner with Metro Transit and other partners to explore offering free public transportation to the farmers market, making sure to have multiple stops and routes in low-income parts of the city.	3	Partner	Time	Local Food and Agriculture
LF 2- 8	Explore establishment of community gardens near or in association with schools in the community, providing a designated portion of the community garden for each school. Explore partnerships including Organic Gardener and Minnesota Extension Ramsey County Master Gardeners.	3	Partner	Time	Local Food and Agriculture
LF 3-	LF 3: Reduce food waste and hunger, achieve a 50% reduction in food insecurity community-wide by 2030.				Local Food and Agriculture
LF 3-	Recommended Primary Strategy Metrics: Food insecurity reported in City and County (City and/or County reports, Feeding America https://map.feedingamerica.org/) Reported share of food waste in organics collection (waste haulers, waste characterization studies)				Local Food and Agriculture
LF 3- 1	Establish an education campaign on food expiration dates and food waste reduction.	1	Execute	Time	Local Food and Agriculture
LF 3- 2	Explore partnerships to establish a mobile foodshelf serving the community with a focus on connecting community members with locally grown food.	1	Partner	New Capital	Local Food and Agriculture
LF 3- 3	Promote Restaurant, Food Service and Household Best Management Practices: o Reduce Food Wastage in the Kitchen (pre-consumer) o Reduce over-purchasing of food o Reduce prep waste and improperly cooked food o Consider secondary uses for excess food o Ensure proper storage techniques o Reduce Plate Scraping Wastage (post-consumer) o Modify menu to increase consumer satisfaction and reduce food left uneaten o Modify serving sizes and garnishes o Encourage guests to order/request and take only the food they will consume o Go Trayless at buffets and school/institutional cafeterias	2	Influence	Time	Local Food and Agriculture
LF 3- 4	Establish partnerships and a program to improve logistics of sourcing and transporting surplus food from events, schools, restaurants, grocery stores and other sources to providers and partners capable of effectively distributing surplus to disadvantaged, food insecure, and elder populations.	2	Partner	Time	Local Food and Agriculture

LF 3- 5	Support edible food donation through coordination with the food bank and donations from city and community partner events	3	Partner	Time		Local Food and Agriculture
LF 3- 5	Collaborate with partners to create, incentivize, and promote a business network of sourcing, distributing and marketing cosmetically imperfect produce particularly those which provide affordable produce to low income and food insecure community members.	3	Partner	New Capital		Local Food and Agriculture
Greenspace and Trees						Greenspace and Trees
GT 1-	GT 1: Increase tree cover, particularly in the priority neighborhoods, from 33.5% to 35.5% by 2030 and 37.5% by 2040. Recommended Primary Strategy Metrics: Reported community-wide tree canopy coverage (City Ground Cover Study updates)					Greenspace and Trees
GT 1-						Greenspace and Trees
GT 1- 1	Continue to explore options for public and private partnerships to help reduce or share the cost of tree planting and maintenance	1	Partner	Time		Greenspace and Trees
GT 1- 2	Identify strategic locations for increased tree planting capable of meeting long-term canopy goals and develop long range implementation program based on the City's 2022 Ground Cover, Tree Canopy, and Carbon Sequestration Study and the goals of this CAP. Establish incentives for tree planting that ensure all socioeconomic groups have access to trees and nature while achieving tree canopy goals. Prioritize tree replacement programming in neighborhoods based on factors outlined in the study including those with low income households, vulnerable populations, streets and boulevards with less than 30% sidewalk/curb length shade coverage, and neighborhoods that will be most impacted by urban heat island effect and Emerald Ash Bore loss.	1	Execute	New Capital	City's 2022 Ground Cover, Tree Canopy, and Carbon Sequestration Study: https://1drv.ms/b/s!AjXEmMthmWPLiK5rVjaudmO8wcZmwQ?e=JZEO1V	Greenspace and Trees
GT 1- 3	Partner with local sustainability organizations to foster public volunteer efforts to maintain and grow park systems and green infrastructure, through tree plantings and integrated invasive species control. These programs could help contain costs and foster public involvement. Potentially hold partnered events on environmentally focused holidays such as May Day, Arbor Day, Earth Day, solstices, Mother's Day, Father's Day, etc	2	Partner	Time		Greenspace and Trees
GT 1- 4	Adopt a No Net Loss policy for street trees and other trees in urban public spaces—every public street/space tree that is removed shall be replaced by a seedling or sapling of optimal size. If a tree is removed in a location in which it is not feasible to replant, a new tree shall be planted in a nearby void space or within a designated “tree bank” location within the City.	2	Execute	Time		Greenspace and Trees
GT 1- 5	Conduct a Solar and Tree Compatibility study to actively identify the best sites in the city for tree canopy expansion as well as the best locations for solar pv installations. Following study, work to direct and encourage tree planting and solar PV development in areas identified.	3	Execute	Staff		Greenspace and Trees
GT 1- 6	Update City's Landscape ordinance to include a minimum tree coverage per lawn area or per impervious surface coverage for all new construction or expansion projects. Explore options for decrease of turf grass/lawn coverage and increase of wildflower/prairie grass coverage requirements.	3	Execute	Time		Greenspace and Trees
GT 2-	GT 2: Increase pollinator supportiveness of lawns and grasslands in City and achieve a 5% turf replacement with native grasses and wildflowers Community-wide by 2030. Recommended Primary Strategy Metrics: Reported community-wide tree canopy coverage (City Ground Cover Study updates)					Greenspace and Trees
GT 2-						Greenspace and Trees
GT 2- 1	Use education programs and incentives to promote the use of native plants and trees on public and private property. Include promotion of the state's lawns to legumes program.	1	Execute	Time		Greenspace and Trees
GT 2- 2	Remove and ease lawn/grass requirements in ordinances.	1	Execute	Time		Greenspace and Trees
GT 2- 3	Prioritize the use of native plants in landscaping at City-owned properties. Continue natural vegetation conversion for passive park areas.	1	Execute	Time		Greenspace and Trees
GT 2- 4	Offer community-wide incentives and education to promote lawn conversion to pollinator friendly yards.	2	Execute	New Capital		Greenspace and Trees
GT 2- 5	Manage city-owned lawn/turf areas to enhance and maintain diverse natural communities. Replace turf with native wildflower and prairie grasses to increase plant diversity and pollinator-friendly habitat. Adopt Carbon Gardening practices: eliminate synthetic fertilizers and pesticides, use high mow deck settings, and apply biochar amendments and polyculture lawn mixtures.	2	Execute	New Capital		Greenspace and Trees
GT 2- 6	Complete a Land Conversion Opportunity Study supporting the ground cover goals included in this CAP. Analyze public and private property for unused turf and impervious areas, and create a Ground Cover Conversion Implementation plan to convert to native plant and pollinator restoration areas, permaculture areas, wetlands, shrub, tree coverage or urban agriculture uses with goals by census tract. Include goals and an implementation plan to meet or exceed the CAP goals for tree, native pollinator area, and lawn conversion for City owned properties. Goals should be weighted by heat island, water runoff, and equity needs. Identify incentive opportunities and establish an outreach campaign.	3	Execute	Staff		Greenspace and Trees
GT 3-	GT 3: Reduce heat island effect through reduction of Community-wide “dark” impervious surface coverage, particularly in neighborhoods identified with higher heat island impacts, by 5% from 30.8% to 25.8% by 2030 and 10% by 2040.					Greenspace and Trees

GT 3-	Recommended Primary Strategy Metrics: Reported community-wide tree canopy coverage (City Ground Cover Study updates)					Greenspace and Trees
GT 3- 1	Explore strategies for reduction of parking pavement including: <ul style="list-style-type: none">• Reduction of requirement ratios in zoning ordinances and encourage use of “proof of parking” strategies to minimize initial parking construction.• Community-wide stormwater fee based on a property’s permeable surface area and stormwater management efforts• Explore ways to incentivize commercial, schools, and religious congregations to share parking space.	1	Execute	Staff		Greenspace and Trees
GT 3- 2	Require all commercial development projects receiving City-funding, PUD approval, and/or Conditional Use Permitting to implement heat island mitigation strategies including cool surfaces, solar-friendly landscape shading strategies, impervious surface reduction, and breeze capture.	1	Execute	Time		Greenspace and Trees
GT 3- 3	Explore creation of a Heat Island Reduction Incentive and Award program prioritizing areas of the City with the highest heat island coefficients as identified in the City’s 2021 Ground Cover, Tree Canopy, and Carbon Sequestration Study. Incentives and awards from governments, utilities, and other organizations can be an effective way to spur individual heat island reduction actions. Incentives might include below-market loans, tax breaks, product rebates, grants, and giveaways. Awards can reward exemplary work, highlight innovation, and promote solutions across the public and private sectors.	2	Execute	New Capital		Greenspace and Trees
GT 3- 4	Create a demonstration “cool” roof, green roof, green/live wall, and/or vertical garden project.	3	Execute	New Capital		Greenspace and Trees
GT 3- 5	Update existing parking lot tree requirement to a performance-based ordinance that increases the amount of pavement to be shaded by trees, solar panels, or a green roof.	2	Execute	Time		Greenspace and Trees
GT 4-	GT 4: Increase climate resilience, biodiversity supportiveness, connectivity, and accessibility of City’s parks and open spaces.					Greenspace and Trees
GT 4-	Recommended Primary Strategy Metrics: Reported tree species diversity (City tree survey updates), Percentage of residents within a 10 minute walk of park (Parkscore https://www.tpl.org/parkscore), Percentage of native species and pollinator friendly ground cover citywide (City Ground Cover Study updates)					Greenspace and Trees
GT 4- 1	Increase the diversity of urban tree species to improve overall urban forest resilience, especially for native trees.	1	Execute	Time		Greenspace and Trees
GT 4- 2	Share existing or develop information resources on native plant and tree species, eliminated or reduced pesticide use, high mow deck settings, and other beneficial greenspace practices to promote biodiversity.	2	Execute	Time		Greenspace and Trees
GT 4- 3	Prioritize planting and preservation of native species of plants and trees on public and private property through education, incentives and other promotional programs. Ensure that landscaping requirements articulated in the zoning code include the preservation of the maximum possible tree cover, the use of native plantings and the preservation of natural areas whenever possible; also, reduction of lawn space	2	Execute	Time		Greenspace and Trees
Health and Safety						Health and Safety
HS 1-	HS 1 : Assist the City’s extreme heat, air quality, flooding, power/infrastructure failure, and food security-vulnerable population in preparing for and mitigating climate change impacts. (see the New Brighton Climate Vulnerability Assessment: https://cutt.ly/Tws02y0H)					Health and Safety
HS 1-	Recommended Primary Strategy Metrics: Heating bill assistance and weatherization assistance program utilization (State, Xcel Energy), Status of communication, toolkit, and resource development (City)					Health and Safety
HS 1- 1	Assist residents in signing up for state utility and heating bill assistance programs and home weatherization programs	1	Partner	Time	MN climate adaptation partnership funding for U of MN extension program for climate champions (like master gardener, or like health care navigators),	Health and Safety
HS 1- 2	Draw on existing resources to establish a toolkit to assist people in assessing risks to their properties and identifying actions to take to address the risk.	1	Partner	Time	See HS 1-9, local firefighters, ramsey county emergency preparedness, ready.gov Resources: https://cnt.org/rainready/my-rainready https://riskfactor.com/ ; https://www.fema.gov/lo/node/626206	Health and Safety
HS 1- 3	Develop and deploy early warning response and community alert plans and systems (e.g., MPCA Air Quality Monitoring, RAVE, Nixle) to notify residents and businesses - especially those most vulnerable - of poor air quality days, extreme weather events, extreme temperature events, potential energy and communication infrastructure failure, or other events which may pose health risks. Communication plan to include pathways for when community power and communication systems are non-functional.	1	Execute	New Capital	Ramsey County emergency management team, city’s public safety & emergency management, city comms team. Community Emergency Response Teams (e.g. training through fire station) to lead neighborhoods in emergencies	Health and Safety

HS 1- 4	Establish cooling centers and provide information to the community to ensure vulnerable residents are aware of these services, including direct messaging at community facilities and through health providers, translated to the City's top non-English languages. Cooling center locations should be located to maximize accessibility by vulnerable populations, particularly those with limited mobility access.	1	Execute	Time	Community Center as primary, faith community buildings (Christ the King Lutheran Church has active environmental team), known community spaces (communication campaigns so people know where to go) e.g. libraries, cooperation with transit to deploy busses?, Moundsview library	Health and Safety
HS 1- 5	Update the City emergency plans with specific climate change-related emergency materials. These could include press release templates, information on cooling/heating centers, specific plans for populations requiring mobility assistance, and steps to identify and help populations affected by extended power outages, flooding, etc.	2	Execute	Time	John Anderson with Conservation MN, Catherine Harrison for resources Met Council has a requirement of all cities for health and safety planing, Ramsey County Public Heath, MPLS pub health, Government offices of sustainability	Health and Safety
HS 1- 6	Create an Emergency Response Toolkit offering tips and suggestions for residents to increase their emergency preparedness, and make it widely available to City residents.	2	Execute	Time	Fire Department (Sept national emergency preparedness month), Partner with cities like Saint Louis Park to mimic plans where applicable, Ready.gov emergency preparedness, community ed health and safety courses for youth.	Health and Safety
HS 1- 7	Consider populations most vulnerable to weather-related emergencies in emergency response and recovery planning efforts, including evacuation routes, transportation, shelter in place locations, back-up power operations, extended access to fuel/power sources, and drinking water. This includes ensuring that there are specific plans for populations requiring mobility assistance, steps to identify and help populations disproportionately affected by extended power outages/flooding/etc., and emergency communications/outreach materials available in multiple languages and platforms.	2	Execute	Staff	See HS 1-11 and HS 1-13	Health and Safety
HS 1- 8	Nurture community-lead initiatives for equitable climate action that reduce resident's carbon footprint and increase cliamte resilience, such as transportation without cars (biking, walking, transit), tree planting, and climate friendly yards	2	Influence	Time	Statewide rebate on electric bikes (up to 75% of the cost, up to \$1500), renewable energy subscriptions as low barrier of entry option, leverage inflation reduction act rebates, grants available for improved walking and biking to schools through MN DOT, tree planting grants rice creek watershed district and bluethumb.org https://palebluedot.illc/carbon-copy/2023/6/21/how-much-money-can-you-get-with-the-inflation-reduction-act	Health and Safety
HS 1- 9	Develop a City-based program to support individuals and families who cannot afford to purchase supplies for household emergency preparedness kits	3	Execute	New Capital	leverage existing multifamily housing connections to locate and help those that need assistance, Public health grant dollars, MPLS Green Zones program may serve as a template, homeland security can offer grants frequently. https://www.ready.gov/kit	Health and Safety
HS 1- 10	Provide travel vouchers to vulnerable individuals to use during high heat emergencies since lack of transportation is highly correlated to heat vulnerability.	3	Execute	New Capital	MNDOT or MET Council/ Metro Mobility partnership with New Brighton. Reach out to and connect with nursing/assisted living homes - potential to leverage transportation resources in partnership with the cities	Health and Safety
HS 1- 11	Conduct a health impact assessment to identify areas with potential elevated health risks associated with climate impacts including unsafe levels of air pollution from vehicle traffic and other sources. Prioritize use of the data to implement modifying zoning or other improvements.	2	Execute	Staff	MN Climate Adaptation Partnership, Ramsey County Public Health	Health and Safety
HS 1- 12	Incentivize the use of strategies that improve air quality by reducing commercial emissions, particulate matter emissions, or other harmful pollutants. Within this incentive program, prioritize neighborhoods or census blocks with high percent of low income and minority populations	3	Execute	New Capital	Better Buisness marketing incentives, econ development commission, incentivize electrical and induction stoves over natural gas for indoor air quality (~60% of emissions happen when stove is off), the grid will be becoming more clean, but we can only take advantage of this if appliances are electrified	Health and Safety
HS 1- 13	Develop resiliency hubs (i.e., community centers that can provide services during climate disasters and emergencies), starting with reviewing public facilities for adaptability.	3	Execute	Staff	Community center, faith communities, ensure to leverage places that people already know, trust, and go to. (e.g. Christ the King Church gym, classrooms, etc.), engge residents to find out where they're already gathering and trusting, consider distance from high population centers to these hubs Resource: http://resilience-hub.org/	Health and Safety

HS 2-	HS 2: Educate, engage, and empower the public on health and safety risks of climate change impacts.					Health and Safety
HS 2-		Recommended Primary Strategy Metrics: Status of education, outreach, and communication implementation (City)				Health and Safety
HS 2- 1	Conduct targeted outreach to ensure that vulnerable populations are signed up for alert systems that notify them of dangerous conditions and where/how to seek shelter or other resources	1	Execute	Time	Ready-made options exist for alert systems, most are opt-in, public safety/communication/community outreach, have local shelter sites as knowledge hubs.	Health and Safety
HS 2- 2	Provide education around vegetation management of trees and how proper management can reduce storm-related power outages	2	Execute	Time	Native plants for areas of high erosion risk, New Brighton forrester (Jim) as a resource for storm-related power risks, Free boulevard trees	Health and Safety
HS 2- 3	Engage the Mounds View School District and private schools to explore the possibility of developing and implementing an environmental education-integrated curriculum.	2	Partner	Time	student led environmental group at Irondale - other schools as well? Connect with Moundsview school district,	Health and Safety
HS 3-	HS 3: Ensure that the City’s mission critical, emergency services and health care facilities are prepared for impacts of climate change.					Health and Safety
HS 3-		Recommended Primary Strategy Metrics: Status of assessment completion and plan development (City)				Health and Safety
HS 3- 1	Create preparedness and recovery plans for all City divisions. After weather-related emergency events, assess response to identify effectiveness, deficiencies and resources needed to build future resilience.	1	Execute	Staff	Connect with other cities to use existing policies as a springboard (conservation minnesota, greenstep cities), see HS 1-13	Health and Safety
HS 3- 2	Assess facilities that serve vulnerable populations (e.g., senior centers, libraries, hospitals and clinics) for their resilience to climate hazards and have established best practices for responding to emergencies such as flooding, power outages, and extreme heat	1	Execute	Staff	see HS 3-2, HS 3-5	Health and Safety
HS 3- 3	Collaborate with partners to plan and establish alternative or on-site power supply at all community mission critical facilities with capacity to operate during grid failure.	2	Partner	Time	Modular solar or pop-up emergency preparedness options, could be private businesses like cub, consider community buildings or schools that have solar to add batteries to allow for power islanding in the case of power outages	Health and Safety
HS 3- 4	Update or develop a community resilience plan to prioritize and prepare for responses in the event of a disaster and extreme weather events. Identify the location of critical facilities including hospitals, medical service providers, senior homes, childcare facilities, shelters, major and alternate transportation routes, public transit facilities and locations where hazardous chemicals are used or stored	3	Execute	Staff	see emergency plan, and resilience hubs above, fire department, EMS, metro health and medical coalition for emergency health preparedness (have met at shoreview community center inthe past)	Health and Safety
HS 4-	HS 4: Strengthen community response capacity and social support networks.					Health and Safety
HS 4-		Recommended Primary Strategy Metrics: Status of community network coverage for vulnerable populations; Implementation of monitoring program (City)				Health and Safety
HS 4- 1	Build capacity and leadership within communities most vulnerable to climate change impacts by promoting, supporting and leveraging community-specific strategies, projects and events.	1	Partner	Time	Identify and connect with climate justice, health professionals for a healthy climate, MN350, etc. Reach out to cities that have existing connections such as Saint Louis Park sustainability office	Health and Safety
HS 4- 2	Encourage cross-sector collaboration (government, business, agency, tribes, non-profit organizations) between entities working on climate change mitigation and adaptation/resiliency.	2	Influence	Time	Connect with largest businesses: propose here is what the city is striving for, are there ways theat you could help us on htese goals?, "climate in all" built in to all policies	Health and Safety
HS 4- 3	Enhance community networks and connections for those who require special attention, such as the elderly, homebound, disabled, isolated, or those likely to be in need of financial assistance during or after extreme weather events (heat, cold and heavy precipitation); add educational on existing resources	2	Influence	Time	Leverage trusted community networks. Unofficial senior housing, LMI households, church networks, existing communications iwth multifamily houses, fire department, information distribution as a part of National Night out	Health and Safety
Climate Economy						Climate Economy
CE 1-	CE 1: Capture local economic potential of sustainability and climate action.					Climate Economy

CE 1-	Recommended Primary Strategy Metrics: Status of Green Business Recognition program (City), Status of policy and implementation of local business prioritization (City), City employment and firm counts (Census)							Climate Economy
CE 1- 1	Promote New Brighton as an environmentally friendly destination by highlighting the businesses that are taking steps to reduce resource consumption (Green Business Recognition program).	1	Execute	Staff	City Administration	Local Artist/Graphics Local businesses	Examples: https://www.bettertogetheredina.org/green-business-outreach-program https://www.greenstillwater.org/	Climate Economy
CE 1- 2	Prioritize local businesses when contracting for City-financed energy efficiency and renewable energy projects, with special consideration given to businesses owned by women and minorities.	1	Execute	Time	City Administration - Purchasing and Incentives	Small Businesses Chamber of Commerce Advocacy groups for weighting small businesses		Climate Economy
CE 1- 3	Foster small business and green business development, particularly those which support the goals of this Climate Action Plan such as those that increase resources or utilization of renewable energy, energy efficiency, quality of life for vulnerable populations, improved resilience of homes and local businesses, etc.	2	Partner	Time	City Administration - Communications	Economic development commission Chamber of Commerce Local Businesses		Climate Economy
CE 1- 4	Explore potential partnerships to establish a New Brighton Green Business Incubator to support entrepreneurship in sustainability businesses, particularly among the community's BIPOC population.	2	Partner	Time	City	NDC Chamber of Commerce Local Banks/Credit Unions State Funding?	Resource: https://www.ndc-mn.org/business-incubators/	Climate Economy
CE 1- 5	Explore options to collaborate to create and promote a market for Certified Compost from local sources using City of New Brighton organic waste.	3	Influence	Time	City	Ramsey County Yard Waste Homeowners Businesses		Climate Economy
CE 1- 6	Foster small business and green business development, particularly those which support the goals of this Climate Action Plan such as those that increase resources or utilization of renewable energy, energy efficiency, quality of life for vulnerable populations, improved resilience of homes and local businesses, etc.	3	Same as 1-3		City Administration - Communications	Economic development commission Chamber of Commerce Local Businesses		Climate Economy
CE 2-	CE 2: Increase equitable workforce and entrepreneur development for the Sustainable Economy.							Climate Economy
CE 2-	Recommended Primary Strategy Metrics: Status of Green Jobs apprenticeship and internship program (City), Status of job training and entrepreneurial program development (City and partners), City employment and firm counts (Census)							Climate Economy
CE 2- 1	Collaborate with the School District, local community colleges, unions, local non-profit/community organizations, and employers to establish a paid Green Jobs apprenticeship and internship program. Program to facilitate the hiring of program graduates through the promotion and subsidized internship placement with employers within the City of New Brighton. Explore establishing a cost sharing / resource sharing component with the businesses benefiting from internships. Program to prioritize internship candidates from households with low income and people from under represented populations.	1	Partner	Staff		School District Community College Unions		Climate Economy
CE 2- 2	Identify and collaborate with specific programs to train residents of low and middle income communities for jobs in the green economy. Coordinate with Work One, Minnesota DEED, Mounds View School District, St. Anthony - New Brighton School District, Anoka-Ramsey Community College and other partners.	2	Partner	New Capital		High Schools to make the pathway known Businesses/Employers State education resources		Climate Economy
CE 2- 3	Collaborate to establish a jobs training program focused on building workforce with deconstruction skills and capacities. Job training program should focus on establishing job skills and placement for low income individuals.	3	Partner	New Capital		High Schools to make the pathway known Businesses/Employers State education resources		Climate Economy
CE 2- 4	Promote alternatives to traditional building demolition such as relocation, deconstruction and salvage. Identify and collaborate with a jobs training program focused on building workforce with deconstruction skills and capacities. Job training program should focus on establishing job skills and placement for low income individuals.	3	Partner	Time		Local Construction Companies Community College/Trade School	Example program: Beter Futures Program https://betterfuturesminnesota.com/services/building-deconstruction	Climate Economy
CE 3-	CE 3: Support local businesses operations in building marketplace climate resilience.							Climate Economy
CE 3-	Recommended Primary Strategy Metrics: Status of infrastructure resilience projects completion (City), Status of program and tool development (City), Status of "buy local" program (City)							Climate Economy
CE 3- 1	Promote the awareness of Habitat For Humanity's New Brighton ReStore Facility for reusable furnishings and salvage including construction / demolition materials.	1	Execute	Time	Communtiy Development	Homeowners City Communications Habitat for Humanity		Climate Economy
CE 3- 2	Support climate resilience of local economy by preparing water, road, utilities, and other public infrastructure for increased demands from climate change based on New Brighton's Climate Risk and Vulnerability Assessment, Emergency Management Plan, and State climate change data and projections.	1	Execute	Time	City Public Works	State/Federal Funding		Climate Economy
CE 3- 3	Provide assistance vetting contractors offering energy, waste, and water audits and efficiency upgrades, renewable energy installations, and EV readiness assessments or equipment installations to local businesses. Contractor vetting should include clear indication of important equity considerations such as "small locally owned business", "Woman owned business", and "BIPOC owned business". Include information on financing options such grants and low/no cost assistance.	2	Execute	Staff	City	County/state resources on ranking equity 5 Star Guide book or other business directory		Climate Economy

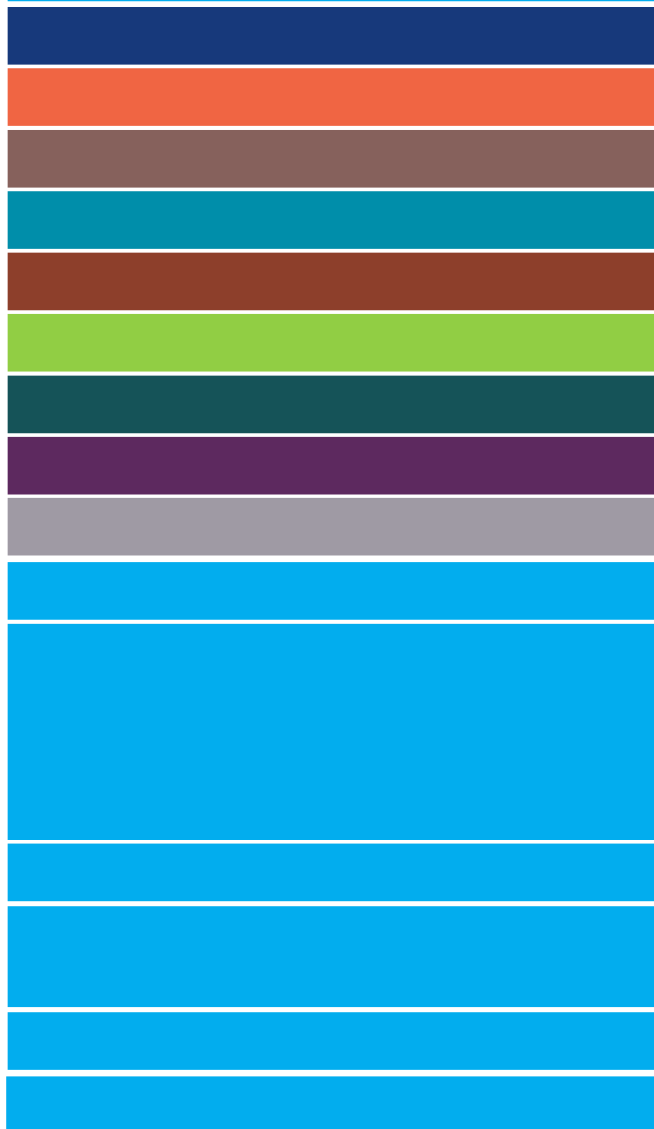
CE 3- 4	Create an online assessment of business’ vulnerability/resiliency, including the following topics and content: Incentives or Tax breaks available Zero Waste improvements Climate Resiliency Energy: efficiency and renewables Emergency Response	2	Execute	Staff	City Administration - Communications	Local Buisnesses	Climate Economy
CE 3- 5	Work with community businesses to explore the creation of an incentivized “buy local” campaign to enhance resilience of small local businesses.	3	Execute	Time	Local Businesses	Chamber of Commerce City Communications	Climate Economy
CE 4- 4	CE 4: Establish sustainable financing for the City's Climate Action Plan implementation.						Climate Economy
CE 4- 4	Recommended Primary Strategy Metrics: Status of identification of dedicated Climate Action implementation funding sources (City), On-going inclusion of Climate Action Plan implementation in City operational budget (City)						Climate Economy
CE 4- 1	Monitor and identify available federal grants supporting climate action, particularly those from the Inflation Reduction Act and Infrastructure Investment and Jobs Act.	1	Execute	Time	City Administration	State Resources	Climate Economy
CE 4- 2	Advocate climate action related funding at State level including support of new state multimodal transportation funding source for transit, bicycle and pedestrian services and facilities and statewide carbon tax or carbon cap generating new decarbonization funding sources.	1	Influence	Time	City Administration	State Legislature Citizens	Climate Economy
CE 4- 3	Establish a policy that accounts for all energy efficiency, fuel efficiency, and renewable energy operational cost savings of City buildings and fleets. All savings achieved outside of a performance contract to be invested into a Climate Action Fund as one source of financing for the City's climate action efforts.	2	Execute	New Capital	City Administration - Budgeting		Climate Economy
CE 4- 4	Utilize City Franchise Fee increases to special use funds for relevant climate action plan implementation.	2	Execute	New Capital	City Administration - Budgeting		Climate Economy
CE 4- 5	Explore the potential of a Carbon Impact Fee that would generate funds to be used for climate mitigation and adaptation implementation.	3	Execute	Staff	City Administration	Decarbonization Advocacy Groups	Climate Economy



Climate Action Plan

September, 2023

Revised: October, 2023



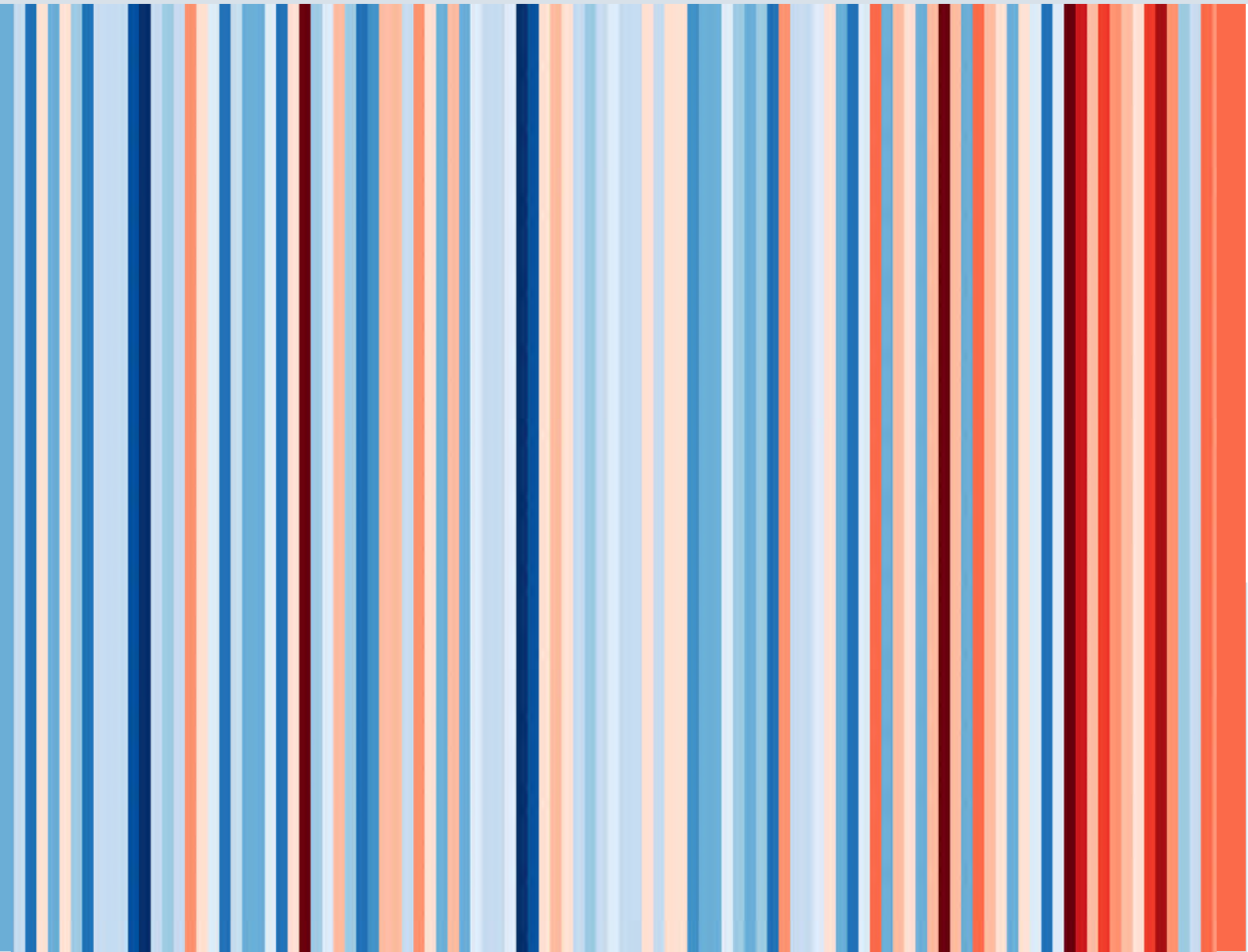
New Brighton's GHG Emissions

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Executive Summary

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New Brighton achieved Step 5 GreenStep City status through sustainable and equity-focused efforts. Strong community support for sustainability has led to this Climate Action Plan, detailing climate mitigation and resilience strategies through 2030.



← 1895 **Minnesota's Annual Temperature Trends** 2020 →
Each stripe represents the temperature Minnesota averaged over a year. Blue = Below Average Red = Above Average

The City's Future Climate

By 2100, New Brighton's climate can be expected to be:



+6-11°F

warmer average annual temperature than now.



+15% higher

Annual average rainfall than now



+48 more days

annually with a high temperature over 95°F.



+30% more

Heavy precipitation events annually



+70% more

air conditioning demand and energy needed than now.



+47 days longer

Growing, allergy, and mosquito season

Our Challenge

Modern civilization's intricate systems place immense pressure on our fragile ecosystems, primarily due to fossil fuel combustion, resulting in climate change. New Brighton is feeling these effects, and predictions indicate they will escalate, challenging vulnerable groups, societal foundations, and community resilience.

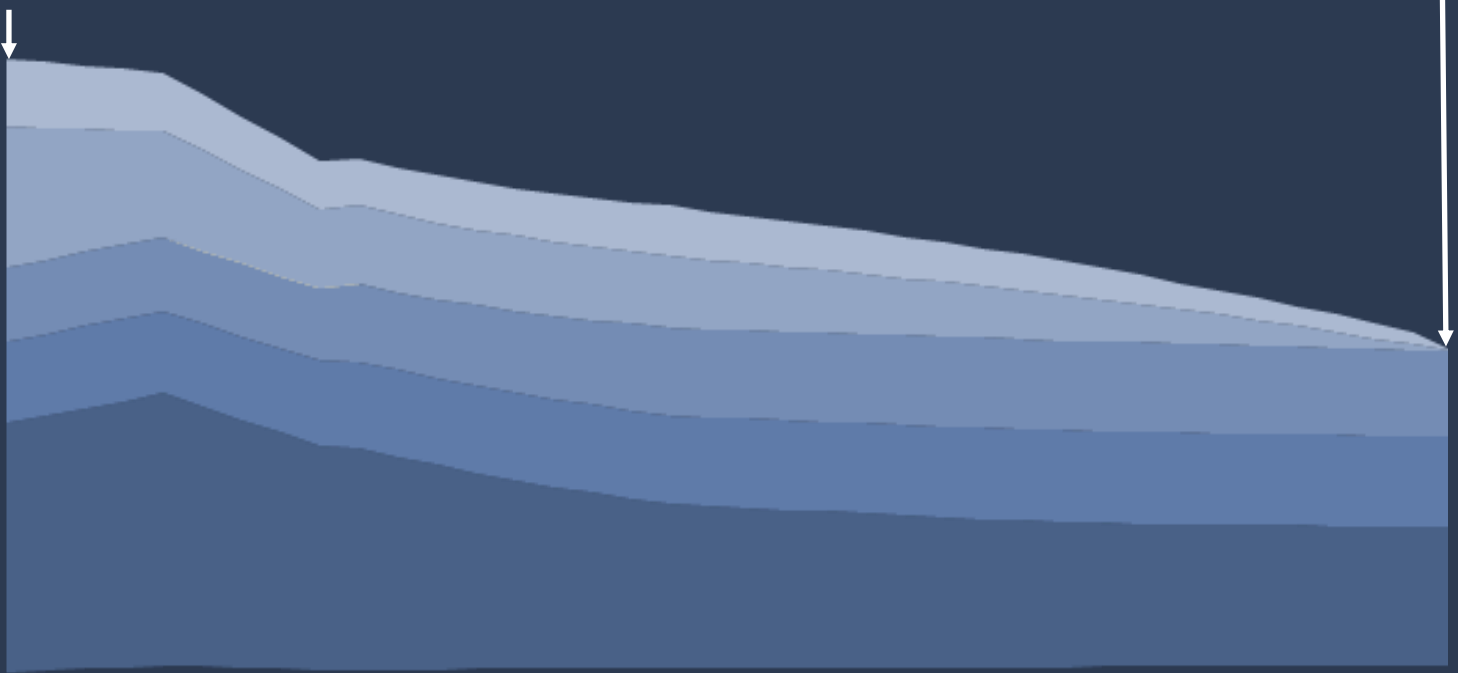
Climate change threatens the well-being and economic stability of our neighborhoods with more frequent and severe storms causing unprecedented damage. Historic floods in places like Duluth and Faribault have led to millions in damages while wildfires have affected Minnesota's air quality. Lakes have shorter ice cover periods, affecting recreation and business; wildlife habitats, and certain tree and plant species are at risk. Health concerns arise from floods, extended allergy seasons, rising temperatures, and expanding tick habitats.

We Must Act

Science tells us that, regardless of what we are able to do to reduce our greenhouse gas (GHG) emissions, climate change impacts will increase through the middle of this century. This underscores the need for our community to develop and implement actions to build resilience to those anticipated impacts.

New Brighton's GHG Emissions 2013

New Brighton's GHG Emissions 2021



Our Opportunity

We Can Make A Difference

Science also tells us that we have the power to reduce the currently projected long-term climate change impacts. Collectively we have the capacity to bend the climate change curve so that the second half of this century may avoid the more extreme projected impacts.

As illustrated above, New Brighton's community wide GHG emissions have fallen over 16% from 254,166 metric tons in 2013 to 213,411 metric tons in 2021. Although total emissions are still above where science tells us our emissions need to be, this shows a trend towards reduction that we can build upon. Many communities across the country have sought to leverage opportunities to create a better future through the creation of a climate action plan. Climate action plans provide detailed blueprints highlighting specific strategies and measures to reduce GHG emissions and bolster resilience against climate-related effects.

In May, 2022, the City of New Brighton engaged paleBLUEdot for support in establishing climate action goals and in the development of a Climate Action Plan outlining strategies and actions in support of achieving those climate goals. This report plan is the result and was developed in collaboration with the City's combined Climate Action Planning and Partners In Energy Team.

Our Goal

New Brighton's GHG Reduction Goal:
**"To reduce community-wide
GHG emissions by 42% below
2013 levels by 2030, and
achieve carbon neutrality by
2050"**

-42%

-100%

By 2030

By 2050

Our Plan

addresses

8 SECTORS

of GHG emissions and
climate adaptation

through

40 STRATEGIES

to achieve plan goals

supported by

230 ACTIONS

detailing steps to be taken

over a

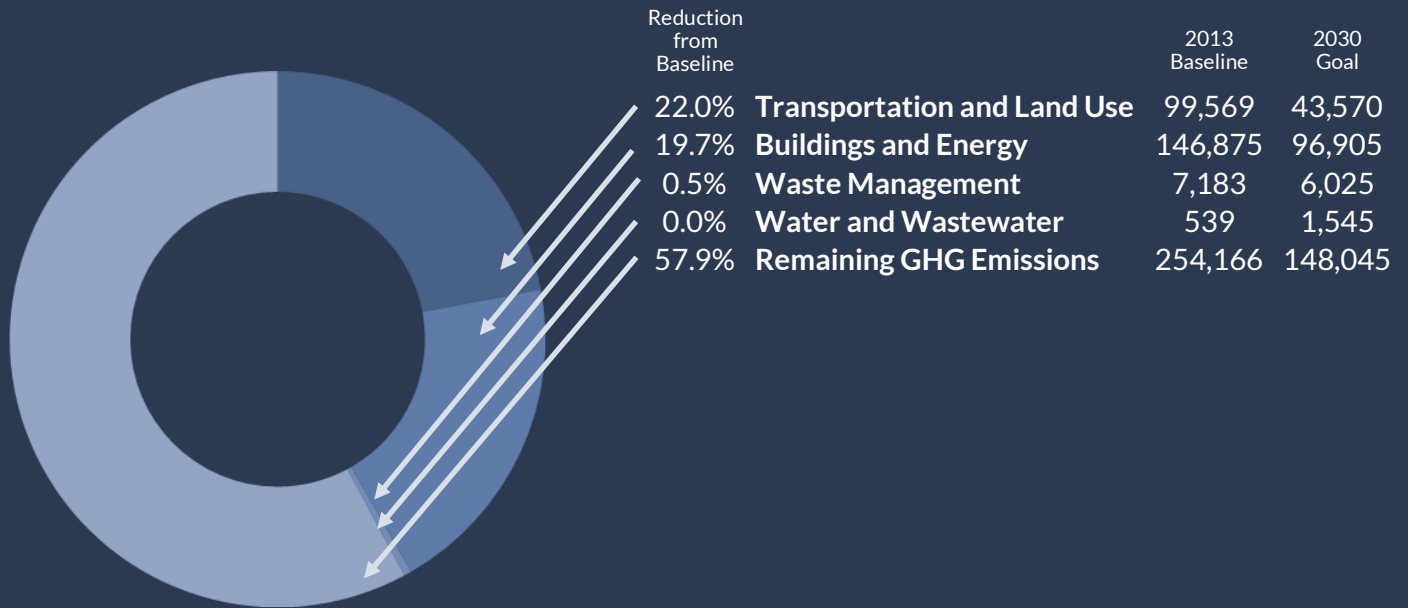
7 YEAR

implementation timeframe

The CAP was collaboratively crafted by a 39-person team, including community members, business representatives, and city staff. Developed from February to August 2023 through workshops, it's based on community input, expert analysis, and best practices from other U.S. cities. The plan, refined and prioritized by the team, is a joint effort reflecting the voices of New Brighton's residents, businesses, and underserved community representatives.

The scope of the plan spans eight broad sectors, all are described in separate sections of this plan document. Each sector is organized with overarching goals for 2030 with strategies and actions identified for implementation. The actions for each sector focus on increasing resilience to climate change while minimizing our contribution to the future impacts of climate change by reducing our GHG emissions.

Our Impact



Our Next Steps

This Climate Action Plan should be viewed as only the beginning of an on-going process to evaluate and advance the region's climate resilience, GHG emissions, and overall sustainability goals. The plan includes a Climate Action Implementation and Cross Pollinating section providing detailed actions in a framework for launching, guiding, monitoring, and evaluating the execution of this plan. (see Section 10)

Climate Action Plan as Living Plan

This Climate Action Plan is a "living plan," designed for continual adaptation, rather than being a static document. Implementation will be marked by regular assessments of progress and necessary adjustments. The 2030 emissions reduction goal acts as a stable guide, acknowledging that initial actions might not immediately fulfill long-term objectives. Regular plan evaluations will highlight needed additional steps, or enhancements to action targets, to ultimately reach the 2030 GHG reduction goal.

Implementation is For Everyone

Addressing the widespread causes and impacts of climate change necessitates equally comprehensive solutions. This plan is designed to spur city-wide climate action. Success hinges on the endorsement and application of this plan by residents and businesses throughout the city.

Key actions must be spearheaded by various stakeholders, such as the city's elected officials, city departments, city staff, the business community, as well as households and individuals. Achieving the ambitious goals laid out in this plan mandates active participation and a sense of duty from the entire community. Constant involvement, advocacy, and action towards measures deemed significant are crucial components for all stakeholders involved.



Introduction

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New Brighton has significantly advanced sustainability by upgrading city facilities with efficient technologies and endorsing renewable energy. As a Step 5 GreenStep City, it has implemented efficient lighting and vehicles, revised zoning codes for resilient growth, embraced sustainable purchasing, and ensured equity in these efforts. A citizen-led Parks, Recreation, and Environmental Commission assists with environmental initiatives. The city has installed solar arrays on municipal buildings and plans more electric vehicle charging stations.

Strong community support for sustainable climate actions exists, prompting city leaders to create the City's first Climate Action Plan. This plan outlines climate mitigation and resilience strategies through 2030.

The Role of Cities in Climate Action

With a large majority of Americans living in urban areas, cities play a key role in addressing climate change. While each individual community's impact on global GHG emissions is relatively small, the leadership cities provide in motivating change can be extremely significant.

The United Nations' Intergovernmental Panel on Climate Change (IPCC) calculates that over 40% of the needed global emissions reductions can be met by municipal governments taking action. According to a survey by the US Conference of Mayors, more than half (53%) had committed to reducing greenhouse gas (GHG) emissions. With this Climate Action Plan, New Brighton takes an important step in helping to lead municipal climate action.

What is a Climate Action Plan (CAP)

Climate action plans are comprehensive road maps that outline the specific Strategies and Actions to implement for GHG emission reductions and to build resilience to related climatic impacts. The New Brighton CAP addresses both climate mitigation and climate adaptation actions.

Why Create a Climate Action Plan

A Climate Action Plan (CAP) offers a structured approach for communities to combat global climate change, while enhancing resilience against climate impacts. CAPs can spur investment in innovative jobs and cost-saving measures, improving quality of life. This is especially true for vulnerable community members, who often bear the brunt of climate change impacts.

What is Climate Mitigation

Actions taken to limit the magnitude or rate of long-term global warming and its related effects. Climate change mitigation generally involves reductions in human emissions of GHG.

What is Climate Adaptation

The capacity of a natural environment or community to prevent, withstand, respond to, and recover from a disruption. The process of adjusting to new climate conditions to reduce risks to valued assets. Adaptation is achieved through actions taken to increase resilience to climate change impacts by reducing vulnerability.



New Brighton is Changing

Minnesota's climate is experiencing ongoing alterations, which impacts the well-being and economic stability of our neighborhoods. Storms of increasing frequency and severity, unprecedented in recorded history, are inflicting harm on residences, businesses, utilities, agricultural lands, and the environment, a trend that's expected to persist. Historic floods, such as those witnessed in Duluth in 2012 and Faribault in 2010 and 2016, have devastated streets, wastewater systems, businesses, and houses, burdening local authorities, entrepreneurs, and citizens with millions in recovery and repair costs.

Wildfires in Canada and the western U.S. have degraded Minnesota's air quality. Our lakes have lost up to 14 days of ice cover in 50 years, impacting lake health, recreation, and businesses. Climate change threatens wildlife habitats and tree species like spruce, aspen, black ash, and birch, and our state grain, manoomin (aka wild rice). Health risks include more floods, extended allergy seasons, rising temperatures, and wider tick ranges.

Climate Change in New Brighton

The climate in the city has already changed. From 1980 through 2018, the city has experienced an increase in annual average temperature, an increase in the number of days above 95 degrees, an increase in the number of heavy rain events, and a decrease in the number of days below 32 degrees.

Climate fluctuations are notably linked to variability. Variability in the climate is evident in the shifts in the region's yearly rainfall. While there's been a general rise in yearly rainfall, it's not consistent throughout all seasons. Rainfall during Fall and Winter has surged by as much as 15.5%, but the precipitation in Spring and Summer has stayed almost the same.

The city's climate is anticipated to continue to warm through this century and beyond. Precipitation is anticipated to likely increase in all seasons particularly in the Spring and Fall.

The City's Future Climate

By 2100, New Brighton's climate can be expected to be:



+6-11°F

warmer average annual temperature than now.



+48 more days

annually with a high temperature over 95°F.



+70% more

air conditioning demand and energy needed than now.



+15% higher

Annual average rainfall than now



+30% more

Heavy precipitation events annually



+47 days longer

Growing, allergy, and mosquito season

Climate Risks To New Brighton

The projected changes to New Brighton's climate in the coming decades represent potential risks to residents. These risks are inequitably felt and are particularly acute in populations especially vulnerable to them such as children, seniors, and those with disabilities (see the [New Brighton Climate Vulnerability Assessment](#) for more information). Below are some of the more significant risks to the community's population.

Extreme Heat and Weather

Certain groups of people are more at risk for stress, health impacts, or death related to extreme weather events including tornadoes, wind storms, lightning, winter storms, hail storms, and cold waves. Vulnerability to heat stress can be increased by certain variables including the presence of health conditions like diabetes and heart conditions, demographic and socioeconomic factors, and surrounding land cover.

Air Quality

Climate change is expected to affect air quality through several pathways including production and potency of allergens and pollen, and increased regional concentrations of ozone, increased potential of smoke from wildfires, and increased particulate air pollution and dust.

Flooding

According to the latest National Climate Assessment, the frequency of heavy precipitation events are already increasing for the nation as a whole as well as for Minnesota specifically. These heavy rain events are projected to increase throughout Minnesota. Increases in both extreme precipitation and total precipitation are likely to increasingly contribute to over-bank flooding (river and lake flooding) as well as flash flooding.

Food Insecurity

Climate change is likely to destabilize cropping systems, interrupt transportation networks, and trigger food shortages and spikes in food cost.

Infrastructure Failure

Extreme weather events, flooding and flash flooding, as well as increasing daily stresses caused by increasing climate variability, all represent potential causes of failure of our aging infrastructure. Power outages, road damage, bridge collapse, and water infrastructure failure each represent significant physical climate risks to the community.

New Brighton Climate Risk Sensitivity Ranking Summary

According to the Climate Vulnerability Assessment, the city's population vulnerabilities range from highest to lowest sensitivity. However, risks with lower sensitivity shouldn't be deemed irrelevant for the community.



What Causes Climate Change

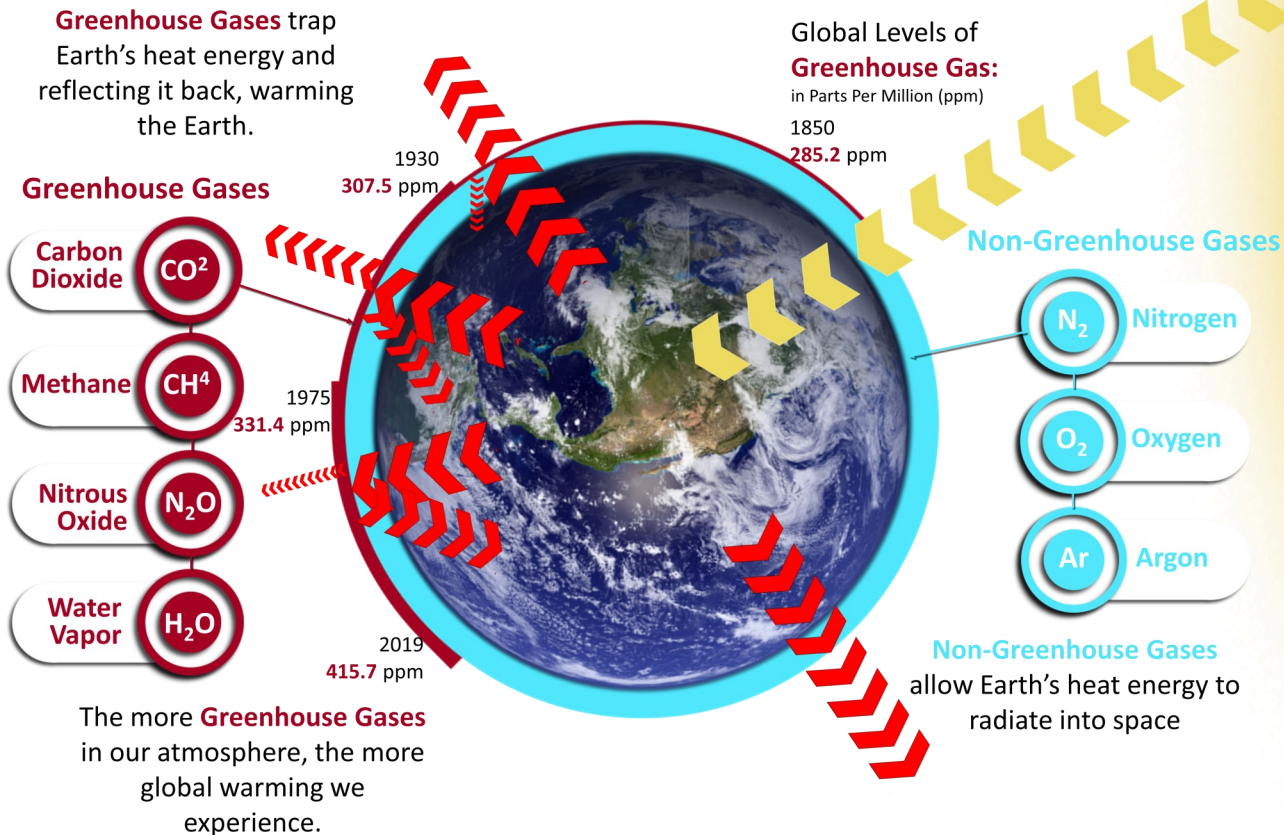
Earth's Infrared Energy

When sunlight strikes the Earth, it warms the surface and becomes heat energy – or **infrared energy**. This infrared energy then radiates back towards space.



How Greenhouse Gases (GHGs) Trap Heat

GHGs such as carbon dioxide and methane are central in creating the "greenhouse effect" that traps the sun's heat. These gases interact with the infrared energy radiating from the Earth. Human activities like burning fossil fuels and deforestation have increased GHG concentrations, amplifying this effect. The additional trapped heat leads to global warming, affecting weather patterns, melting ice, and raising sea levels, all contributing to climate change.



New Brighton's GHG Emissions


Measuring, tracking, and reducing GHG emissions are vital for any climate action planning or implementation. Community wide total emissions for the City of New Brighton decreased from 254,167 metric tons in 2013 to 213,411 metric tons in 2021. This represents a decrease in GHG emissions of over 16% while the City's population increased 4.5% during the same timeframe.

2021 By The Numbers


 GHG Emissions
213,411
9.42 MT Per-Capita
18.68 MT / Job
0.1399 MT / \$1,000 GDP

 Population
22,663

 GDP
\$1,525,993,273
\$67,334 GDP Per-Capita

 Employment
11,423

8Year Trend Dashboard

 GHG Emissions
-40,755 **-16.03%**
-2.30 MT Per-Capita
-6.94 MT / Job
-0.03 MT / \$1,000 GDP

 Population
+968 **+4.46%**

 GDP
+\$44,134,229 **+2.98%**
-\$970 GDP Per-Capita

 Employment
+1,504 **+15.16%**

2021 GHG EMISSIONS IN NEW BRIGHTON



89,787^{MT}
from vehicle use



114,173^{MT}
from building energy



7,692^{MT}
from solid waste



1,717^{MT}
from water &
wastewater

How Large Are Community-Wide GHG Emissions?

The community's total emissions for 2021 are equal to **4.2 Billion** cubic feet of man-made greenhouse gas. This volume of atmosphere is equal to a cube **1,612** feet on each face viewed here from Bethel University over 1 1/2 miles away.

Our GHG Reduction Goal



To reduce community-wide GHG emissions 42% below 2013 levels by 2030, and achieve carbon neutrality by 2050.*

The plan aims to cut down GHG emissions in line with the Intergovernmental Panel on Climate Change (IPCC) recommendations, demonstrating a commitment to a healthier, sustainable future.

Our city-wide goal is reflected in strategies established for individual sectors. Sector goals related to GHG emissions reductions are designed to balance reduction across all sectors and achieve the overall emissions goals set forth for the city. The goals seek to strike a balance between achievability while also stretching for improvement beyond business-as-usual.

* Carbon Neutrality refers to a community for which, on an annual basis, all GHG emissions resulting from community-wide operations are offset by carbon-free energy production. See Glossary of Terms for additional information on Carbon Neutrality and Net Zero.

Survey of Peer Community Carbon Reduction Goals

Albert Lea	Reduction in City operations and community-wide emissions of 25% below 2019 levels by 2030 and 80% below by 2040.
Burnsville	Reduce community-wide GHG emissions 40% below 2005 levels by 2030 and 80% below 2005 levels by 2050.
Duluth	80% reduction in GHG by 2050 from municipal operations compared to 2008 levels.
Edina	45% below 2019 levels by 2030 and achieve net zero emissions by 2050.
Madison	100% renewable energy and net-zero emissions by 2030.
Maplewood	Reducing greenhouse gas emissions to 20 percent of the City's 2015 baseline levels by 2050 (an 80 percent reduction).
Minneapolis	100% renewable energy for city operations by 2022 and citywide electricity by 2030.
New Brighton	Reduce GHG emissions by 42% below 2013 levels by 2030, and achieve carbon neutrality by 2050.
Rochester	100% renewable energy citywide by 2031 across all sectors.
St Louis Park	100% renewable electricity citywide by 2030, carbon neutrality by 2040.
St Paul	Carbon neutral municipal operations by 2030, carbon neutral citywide by 2050.
Winona	Carbon neutral citywide by 2050.

The Process

The work that went into the New Brighton Climate Action Plan:

17 month

planning timeframe

39

planning team members

6

community partner groups engaged

153

community members providing input

5

foundational research study documents

2

on-line community input survey efforts

The CAP was developed in collaboration with a 39-person planning team of community members (CAP Team), business community members, institutional representatives, City commissions, and City of New Brighton staff. The planning team was organized into sub-teams aligned with each of the sectors included in this plan (see Plan Framework). The Energy Sub-team also formed the Partners-In-Energy team which created the Energy Action Plan (see Appendix A). The plan was developed through a number of planning workshops from February 2023 through August 2023. The goals and actions identified in the Climate Action Plan are grounded in community input, expert analysis, and best practices from other cities throughout the United States. Strategic goals and detailed actions were developed, refined, prioritized, and finalized by the Planning Team through a series of workshop meetings. The result of this process is a collaboratively created, co-authored Climate Action Plan which directly integrates the voices of New Brighton residents, businesses, City staff, and representatives of under-resourced communities within the city.

Research Based Climate Action Plan

In support of establishing the goals, strategies, and actions included in this plan, paleBLUEDot also produced a Greenhouse Gas Inventory, a Climate Vulnerability Assessment, a city-wide Renewable Energy Potentials Study, a community-wide Ground Cover, Tree Canopy, and Carbon Sequestration Study, and a Climate Action Baseline Assessment. These assessments created the foundation of the Climate Action Planning process (see Appendix B)

Community Engagement

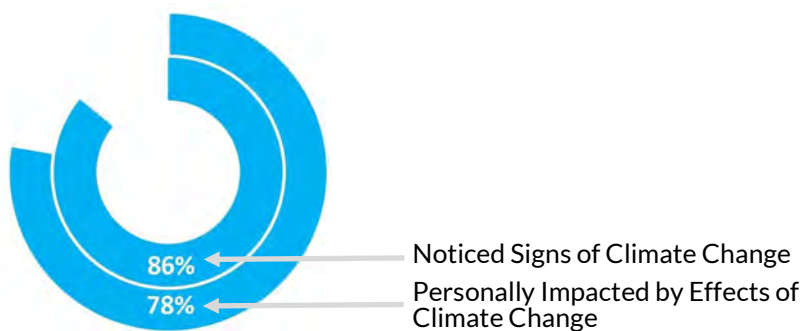
The New Brighton CAP community engagement initiative aimed to foster shared ownership by involving the community consistently, diversely, and in multiple capacities, while promoting their involvement in decisions. A major portion of this effort targeted communities usually lacking resources, especially vulnerable to climate change effects. The City Council set a distinct goal of equity-centered engagement. Transformational Solutions, an equity-focused engagement consultant, was enlisted to conduct listening sessions with marginalized communities. Refer to Appendix E for a summary of these sessions and their insights.



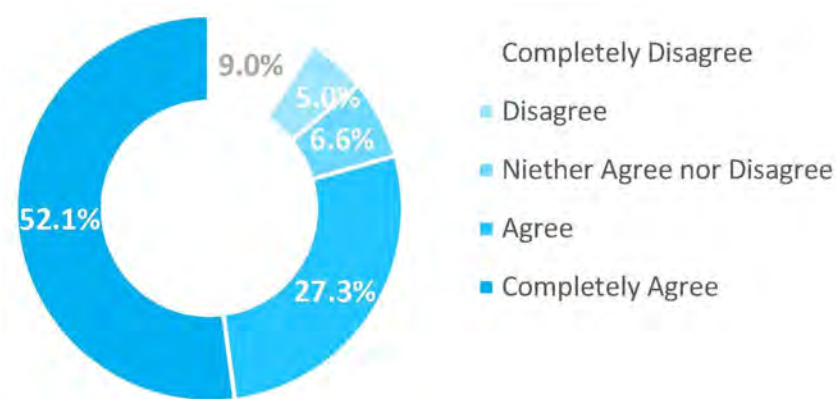
Community Input

The climate action planning effort began in June 2022 with distribution of a Climate Action Survey open to every resident of west central Minnesota. The survey assisted in defining climate-related issues of relevance and concern to the people in our region. The survey was made available through April 2023 and received 380 responses. Below is a summary of key take-aways from the survey.

Over **88%** of respondents have noticed signs of Climate Change while **75%** reported being personally impacted by the effects of Climate Change.

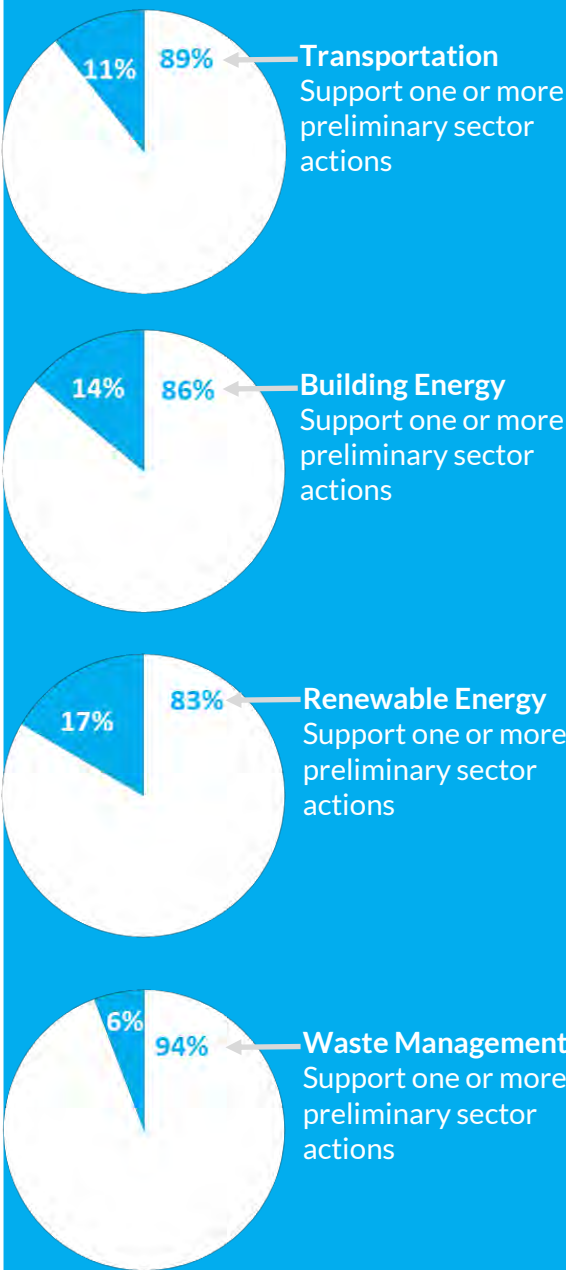


How much do you agree with the following statement: “It is important for our County / region to take action to prepare for the projected impacts of climate change like more heat waves, heavier rain events, and more days of poor air quality.”?



Action Support

Support expressed in community input survey for preliminary sector actions



Plan Framework

Using This Plan

Each of these sector areas is described in a separate section with background considerations on the subject covered. Sectors have overarching strategies established to meet 2030 goals and detailed actions for implementation. Sector actions primarily focus on Climate Mitigation, Climate Adaptation, or both:

Strategies: specific statements of direction that expand on the sustainability vision and GHG reduction goals and guide decisions about future public policy, community investment, and actions.

Actions: are detailed items that should be completed to carry out the vision and strategies identified in the plan.

This Climate Action Plan includes an implementation framework designed to achieve city-wide goals for GHG reduction and climate adaptation and resilience. The plan is structured around a unifying framework organized by eight community-wide sectors.



Transportation and Land Use

Addressing the resilience of on- and off-road vehicles and equipment while reducing their GHG emissions.



Buildings and Energy

Addressing the resilience of our building inventory and energy supply while reducing their GHG emissions.



Waste Management

Addressing GHG emissions from waste management and improved community resilience through waste reduction.



Water and Wastewater

Enhancing flood and stormwater resilience while reducing GHG emissions from water usage and wastewater treatment.



Local Food and Agriculture

Increasing resilience of our food systems and improving food access and security.



Greenspace and Trees

Supporting community adaptation through expanded green infrastructure and enhanced ecosystem resilience.



Health and Safety

Improving community resilience through healthy community connections, infrastructure, and systems.



Climate Economy

Increasing the preparedness of our businesses and workforce and leveraging economic advantage of climate action.



Cross Pollinating

Cross-Pollinating Actions are foundational or organizational recommendations that apply to multiple Sectors.



Transportation and Land Use

Click here to return to TOC

Addressing the resilience of on- and off-road vehicles and equipment while reducing their GHG emissions.



Transportation, causing 29% of the US's 2019 greenhouse gas (GHG) emissions, primarily from vehicles, substantially affects climate change. The majority of these emissions come from passenger vehicles and light trucks. Transitioning to cleaner technologies, enhancing public transit, and promoting active transportation could drastically cut emissions. Furthermore, extreme weather, induced by climate change, threatens transportation infrastructure, leading to disruptions and community resilience impacts.

Transportation and Land Use in New Brighton

In New Brighton, 42.1% of citywide GHG emissions originate from the transportation and land use sector. Despite projected Vehicle Miles Traveled (VMT) increases, emissions could decrease with the shift from fossil fuels to electricity in transportation and the electricity sector's transition towards renewable sources. Additionally, Lee & Lee's (2014) study indicates a 1% increase in urban density can reduce household travel CO₂ emissions by 0.48% and residential energy use emissions by 0.35%. With the Metropolitan Council predicting a 2% population increase in New Brighton by 2030, such emissions reductions become increasingly pertinent.

There are numerous strategies to enhance transportation sustainability, quality of life, and equity. Promoting shared transport and reducing single-occupancy vehicle use can mitigate environmental impacts and boost mobility equity. Alternative transport like bicycles, eBikes, and scooters foster physical activity and decrease air pollution. Furthermore, the combination of electric vehicles which can be more easily "refueled" while parked, car-sharing, and self-driving technologies are anticipated to support a more sustainable car usage future. In fact, [MIT scientists](#) have calculated the number of vehicles on the road could decrease by 19%.



70%

of survey respondents support changes in city development rules to favor walkable neighborhoods and business districts.

Climate Impacts

This sector impacts climate change through the combustion of fossil fuels (gasoline, diesel, propane) for on-road cars and trucks and off-road vehicles and equipment.

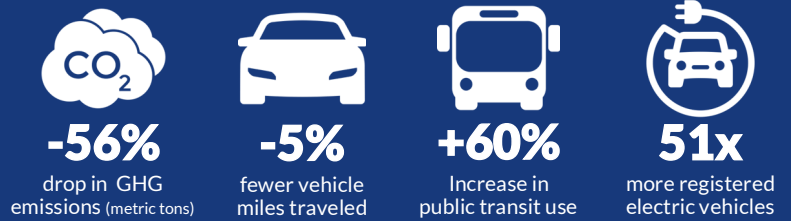
Climate Hazards

Hazards to transportation and land use include increased damage to roads and transportation infrastructure due to increased freeze and thaw cycles, flooding, and extreme weather and temperatures.

Equity Considerations

Equitable transportation climate actions distribute costs, benefits, and burdens fairly to address climate change. Key equity considerations include affordable and sustainable transportation options, improved public transit, bike lanes, and addressing transportation gaps in marginalized areas. Minimizing financial barriers through incentives, subsidies, and financing supports low-income individuals transitioning to low-carbon transportation, while ensuring retraining, job opportunities, and fair wages for impacted workers in the green economy transition.

Sector Goals



2013	99,569 MT	182 Million	3.1%	470
2030 Targets*	43,570 MT	173 Million	5.0%	2,400

* Includes impacts associated with population increases. See Appendix B for research compiled during plan development which supported planning team in goal finalization.

Sector Strategies

Click arrow
for actions

- **TL 1: Install multi-modal facilities with a goal of decreased VMT of 5% by 2030.**

2021 VMT in New Brighton was 182 million miles. Reducing commuters driving alone by just 5% could cut VMT by 3 million miles and GHG emissions by 1,500 metric tons annually, while better bike and walking routes promote reduced vehicle use.
- **TL 2: Promote increased ridership of transit with goal of increasing from 3.13% to 5% by 2030.**

New Brighton's 12,000 workers generate an estimated 23 million vehicle miles commuting. AAA estimates the cost per mile is \$0.74. A 1% increase in public transit use can save \$170,000 and decrease miles traveled by 250,000.
- **TL 3: Increase average population per developed acre by 2% by 2030 (from 9.7 residents to 9.9 residents per residential land use acre).**

City residential land covers 2,328 acres (56% of total area) supporting 22,556 people, averaging 9.7 residents per acre. Studies show higher density can reduce CO2 emissions, meaning zoning and incentives for denser development can reduce GHG emissions.
- **TL 4: Increase battery electric vehicle (BEV) utilization to 15% of community-wide rolling stock (from approximately 470 vehicles to 2,400 vehicles).**

Transitioning to low/no emission vehicles is vital for long-term emission reductions. As of April 2022, New Brighton had 470 BEVs and 429 PHEVs. Each 1% increase in EV conversion cuts 850 metric tons of GHG emissions yearly.
- **TL 5: Establish viable renewable diesel and/or biodiesel sources to serve municipal operations by 2027. Achieve 50% municipal diesel consumption replacement by 2030.** (Renewable fuels include hydrogen, renewable diesel, and bio diesel derived from renewable energy processes).

Electric vehicles are crucial for climate action, but some diesel equipment face challenges in the transition. Immediate alternatives like biodiesel and renewable diesel can reduce emissions by over 60%, providing near-term reductions during the shift to zero-emission vehicles and equipment.
- **TL 6: Reduce fossil fuel consumption of the municipal operations passenger vehicle fleet 60% by 2030.**

Municipalities can lead the transition to electric vehicles (EVs) and other low emission vehicle actions like use of renewable diesel and increased fuel efficiency. The city's leadership can showcase the benefits and feasibility of sustainable transportation.

CAP ACTIONS

Transportation and Land Use

TL 1: Install multi-modal facilities with a goal of decreased VMT of 5% by 2030.

- | | |
|----------|--|
| TL 1- 1 | Develop a Safe Routes To Schools Implementation Plan (SRTS) for all schools within the City. Plan implementation should focus on infrastructure and policy changes as well as education and encouragement. Establish timeline and plan for implementing all recommended improvements |
| TL 1- 2 | Establish a living streets policy, and implement policy. |
| TL 1- 3 | Participate, promote, engage and support Bike to Work/School Week efforts |
| TL 1- 4 | Collaborate with partners to establish an education and information campaign promoting the advantages of and encouraging the elimination of vehicle idling. |
| TL 1- 5 | Conduct an assessment of existing conditions and opportunities and establish a Living Streets Plan to guide the implementation of living streets within the community. Include public funding plan. Implementation should prioritize locations which improve equity of mobility. |
| TL 1- 6 | Develop a signage program to promote use of pedestrian trails, especially to improve pedestrian access to schools (e.g. Safe Routes to School) and transit routes. |
| TL 1- 7 | Enhance bike and pedestrian travel options through creating protected bike lanes on key travel corridors and improved pedestrian efficiency through mobile route mapping. Utilize Living Streets Plan to prioritize routes and implementation. |
| TL 1- 8 | Provide educational materials on the benefits of fuel efficient vehicles |
| TL 1- 9 | Explore establishing a telecommuting and/or four-day work week policy for city employees and encourage other employers to implement similar policies. |
| TL 1- 10 | Implement form-based code (codes prioritize the physical form and characteristics of buildings and public spaces) along transportation corridors with goal of improved pedestrian experience (frequent access points, greenspace, safety measures, traffic calming, etc.) |
| TL 1- 11 | Conduct a review of traffic light timing and implement modifications and smart traffic light technology to minimize stoppage, idling, and fuel wastage. |
| TL 1- 12 | Update the City's Transportation Plan to incorporate reductions in carbon emissions and vehicle-miles-traveled, improved bicycle, pedestrian and transit service standards, and a policy requiring project evaluation to include criteria on climate, equity, economic benefit, health, safety and cost effectiveness. |

CAP ACTIONS

Transportation and Land Use

TL 2: Promote increased ridership of transit with goal of increasing from 3.13% to 5% by 2030.

- TL 2- 1 Explore options to secure funding and provide transit passes to all youth, households with low incomes, and individuals with restricted mobility.
- TL 2- 2 Collaborate with New Brighton businesses to promote and expand on the Metro Transit Guaranteed Ride Home program, and expand participation in the Employer Sponsored Pass program for workplaces to purchase bus passes for employees, students, etc.
- TL 2- 3 Study mobility limitations and challenges for youth and seniors not addressed in existing programs and services and explore additional mobility options and programs with partners to address limitations while decreasing community vehicle miles traveled.
- TL 2- 4 Advocate with Metro Transit to improve efficiency, convenience, frequency, and reliability of bus service as well as improved bus shelter infrastructure. Collaborate with Metro Transit and Ramsey County to improve public transit infrastructure including dedicated lanes, dedicated bus routes, and create high-frequency rapid transit in corridors to improve "time equity / parity" of the route transit time with what it would be to drive a car. Prioritization to be given on routes serving the city's employment centers and areas with higher shares of people with mobility challenges.

TL 3: Increase average population per developed acre by 2% by 2030 (from 9.7 residents to 9.9 residents per residential land use acre).

- TL 3- 1 Conduct an assessment and review of the city's land use ordinances for identification of zoning modifications to encourage appropriate increased density, increased community "walkability", and decreased reliance on automobile use.
- TL 3- 2 Work with the development community and private land owners to redevelop in mixed-use zoning area (i.e. along Silver Lake Road).
- TL 3- 3 Review existing parking standards and investigate the elimination of minimum parking requirements from Unified Development Code and replace with a transportation reference guide for development that includes considerations for all modes. Allow developers to determine and defend their transportation needs - don't mandate parking.
- TL 3- 4 Investigate and implement an ADU policy which will create additional legal ADUs compatible with residential neighborhoods. This will add additional housing options for the City's workforce, seniors, families with changing needs, and others for whom ADUs present an affordable housing option.

CAP ACTIONS

Transportation and Land Use

TL 4: Increase battery electric vehicle (BEV) utilization to 15% of community-wide rolling stock (from approximately 470 vehicles to 2,400 vehicles).

- | | |
|----------|---|
| TL 4- 1 | Work with Drive Electric Minnesota to coordinate a bulk discount program or public awareness campaign. |
| TL 4- 2 | Provide information to community through public workshops, EV guide, and web content to provide education and information on EV's, EV technology, and Federal, State, Utility, County, and City EV programs and incentives available to community members. |
| TL 4- 3 | Support electrification of Metro Transit buses. |
| TL 4- 4 | <p>Create an Electric Vehicle (EV) Action Plan. An EV Action Plan should:</p> <ol style="list-style-type: none"> 1) address increased public access to chargers, 2) identify locations for chargers in commercial areas, 3) identify DC Fast Charging locations 4) explore charging infrastructure technologies including streetlight integration and smart cable technologies, 5) address barriers to charging at homes and rental properties (such as households without garages), 6) identify strategies to increase use of EVs in car sharing programs, and 7) assess the potential to partner with third-party EV charging station providers to lower program and construction costs. 8) include an identification of options to power EV charging stations with renewable energy. 9) establish public EV parking regulation. |
| TL 4- 5 | Collaborate with Xcel Energy to establish incentives and explore expansion of current Xcel programs on vehicles and/or residential chargers. |
| TL 4- 6 | Establish and promote a New Brighton EV Fair providing residents to learn more about electric vehicles, speak with owners and vendors and test drive vehicles. |
| TL 4- 7 | Promote state, local, and other incentives for purchasers of new EVs (tax credits, preferential parking, reduced fees). |
| TL 4- 8 | Investigate implementing an "EV Ready" building ordinance that requires new developments to have wiring capacity to charge electric vehicles and establish minimum EV parking requirements. |
| TL 4- 9 | Establish partnerships with providers to increase access to electric car-sharing and bicycle sharing programs to increase mobility options for all residents. Example: https://eviecarshare.com/ |
| TL 4- 10 | Seek funding for an eBike incentive program to increase adoption and use of eBikes in lieu of gas vehicles. Incentive program to provide no or low cost loans for eBike purchases and/or establish a bulk purchase program to decrease costs of eBike ownership. |
| TL 4- 11 | Collaborate to establish an incentive to convert fuel-burning lawn equipment such as gas-powered lawn mowers and blowers to electric. Coordinate with Xcel Energy for support and identification of additional rebate programs to promote electric yard equipment. |
| TL 4- 12 | Collaborate with waste haulers, or require in waste hauler agreements, to deploy alternative fueled vehicles – biodiesel/electric vehicles used in solid waste collection and disposal. |

CAP ACTIONS

Transportation and Land Use

TL 5: Establish viable renewable diesel and/or biodiesel sources to serve municipal operations by 2027. Achieve 50% municipal diesel consumption replacement by 2030. (Renewable fuels include hydrogen, renewable diesel, and bio diesel derived from renewable energy processes).

TL 5- 1 Identify viable no/low diesel vehicle fuel alternatives, sources, and outlets for increasing no/low emission fuel alternative availability and utilization. Study to include analysis of efficiency chain and impact on land use and other communities. Study may include exploration of existing supply chains as well as potential new sources such as through a locally operated biodiesel plant, renewable diesel produced through renewable energy and electrolyzer plant, and plasma gasification plant producing hydrogen or renewable diesel.

TL 5- 2 Identify and engage partners to establish adequate bio and/or renewable diesel supply chain for community.

TL 6: Reduce fossil fuel consumption of the municipal operations passenger vehicle fleet 60% by 2030.

TL 6- 1 Conduct a Municipal Fleet Inventory and EV Transition Implementation Plan. Identify opportunities for electrifying, right-sizing, and improving overall efficiency of vehicles to meet CAP Goals. Include implementation recommendations to incorporate EV's through right-timing purchases with a planned vehicle-replacement schedule. Study to include recommendations on:

- Emissions/Fuel Reductions
- Alternative Fuel Types
- Vehicle Type
- Pooling System
- Assess city diesel fleet and identify opportunities for conversion to Clean/Bio Diesel and opportunities to leverage the EPA Midwest Clean Diesel Program Funding. Particular focus should be made to convert all pre-2006 diesel engines

Goal, achieve a minimum 10% increase in fuel efficiency by 2030 where EVs are not available/

TL 6- 2 Establish or expand an education and information and reminder campaign promoting the elimination of vehicle idling within city fleet.

TL 6- 3 Establish a Sustainability Fund to cover additional capital costs to purchase greener equipment.

Transportation and Land Use

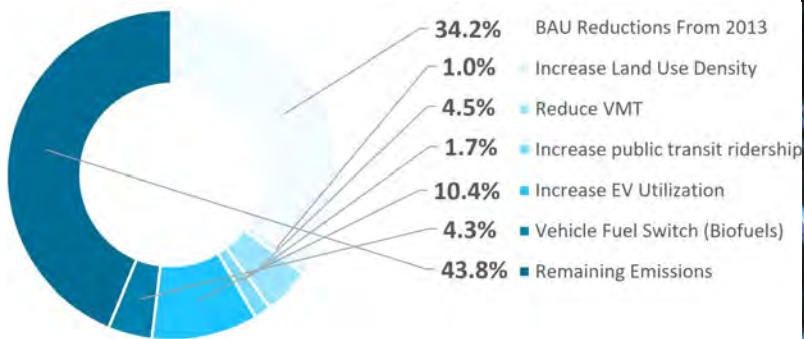
Planned Sector Emission Reductions Through 2030

The strategies and actions included in this section of the Climate Action Plan are projected to reduce the city's annual GHG emissions by 21,902 metric tons (MT) annually by 2030 - a 22% reduction. In addition there were 34,197 annual metric ton reductions experienced since 2013. The result is a total city-wide Transportation and Land Use sector reduction of 56% below 2013 levels.

When compared to 2013 emissions, this is equivalent to eliminating over 10,000 of the city's current vehicles from the road, or **1.1 billion** cubic feet of human-made GHG atmosphere annually by 2030.

Sector Emissions Reduction below 2013 by 2030

The total change to sector emissions include CAP reductions and business-as-usual (BAU) emission changes as follows:



What You Can Do

You can support the goals of the Transportation and Land Use section of this climate action plan as an individual, household, or a business. Here are just a few things you can do:



Reduce car use

- Walk or bike when traveling short distances.
- Take public transit to work or to run errands. Plan your trips [here](#).
- If possible, telecommute or carpool to avoid transportation emissions.
- Consider becoming a one-car household - and save thousands of dollars annually. Explore how to make the change [here](#).



Reduce your ride's impact

- Keep your personal vehicle well-tuned and tires inflated properly, saving up to 20% in gasoline use.
- Don't idle your car - even in the winter. The best way to warm up your car in the winter time is by driving it. No more than 30 seconds of warm-up is needed.
- Drive an electric, plug-in hybrid or low-emission vehicle. Explore incentives [here](#).



Reduce lawn equipment impact

- Ditch your grass lawn and plant native pollinators that support our wildlife and don't require mowing.
- Refuel your car and mow your lawn after 7pm, which helps prevent ground-level ozone.
- Replace your lawn equipment with electric.



Reduce your business's impact

- Use video conferencing rather than traveling for meetings and promote telecommuting where possible. See City of San Francisco [Telework Toolkit](#).
- Work to be designated as a [Bike Friendly Business](#) and encourage your peers to participate.
- Explore how you can offer your employees [alternative commute incentives](#).
- Make - and implement - a [Fleet Transition Plan](#) to convert your vehicle fleet to electric vehicles.



Buildings and Energy

[Click here to return to TOC](#)

Addressing the resilience of our building inventory and energy supply while reducing their GHG emissions.



As both culprits and victims of climate change, buildings account for nearly 40% of global carbon emissions through their energy use. Meanwhile, their vulnerability to climate threats highlights the importance of energy-efficient and renewable-integrated designs.

The built environment, especially in the Midwest, faces increasing risk from climate events. Temperature extremes, heavy rain, and intense storms can impact structures, energy use, and occupant health. Changing freeze-thaw cycles can degrade materials.

The escalating risk underscores the need for climate-resilient practices. Building design should consider improved insulation, flood-resistance, and structural resilience. Urban planning can incorporate green spaces and permeable surfaces to manage water and reduce urban heat islands. Thus, a climate-resilient future demands transforming buildings into low-carbon, energy-efficient, and climate-adaptive structures.

Saving Money and Reducing Emissions Through the Inflation Reduction Act

The 2022 Inflation Reduction Act offers tax credits to incentivize cleaner energy adoption, reducing costs and addressing climate change. Credits include used electric vehicles, energy-efficient home improvements, and residential clean energy installations. The Act supports job creation and benefits disadvantaged communities. Key credits include a previously owned clean vehicles credit, offering a maximum of \$4,000 for the purchase of used electric vehicles, and an energy-efficient home improvement credit, providing up to \$1,200 per year for energy-efficient installations and upgrades in homes, and a 30% tax credit for solar PV and solar thermal installations.



86%

of survey respondents support one or more strategy advancing renewable energy in New Brighton.

Climate Impacts

This sector impacts climate change through the combustion of fossil fuels (gasoline, diesel, propane) for on-road cars and trucks and off-road vehicles and equipment.

Climate Hazards

Hazards to buildings and energy involve extreme weather and flood-induced infrastructure damage, more frequent power outages, and increased energy demand and costs due to weather fluctuations and rising temperatures.

Equity Considerations

The shift towards sustainable energy, though necessary, entails significant investment and could potentially magnify social inequalities in New Brighton. Financial constraints may prevent individuals from enhancing their homes' energy efficiency or participating in renewable energy projects. As fossil fuel usage diminishes, the costs of sustaining these systems could rise, intensifying financial pressure. This impact is particularly profound among economically vulnerable groups who are also at higher risk from climate change effects.

Sector Goals



-34%

drop in GHG
emissions (metric tons)



3.8x

on-site renewable
energy



-10%

less electricity use



-10%

less on-site fuel
combustion

2013

146,875 MT

2.6% of use

184 GWh

12.2 M Therms

2030 Targets*

96,950 MT

10% of use

165 GWh

11 M Therms

* Includes impacts associated with population increases. See Appendix B for research compiled during plan development which supported planning team in goal finalization.

Sector Strategies

These are the strategies as written in the New Brighton Energy Action Plan.

Click arrow
for actions

- > BE 1: Create a long-term energy efficiency campaign to help residents save energy and money.
- > BE 2: Promote home energy assessments and energy advisor services to connect residents with programs suited to their household needs.
- > BE 3: Engage businesses to enroll in energy efficiency programs.
- > BE 4: Update city code, building policies and ordinances to ensure energy efficiency in existing buildings, new construction and retrofits/renovation.
- > BE 5: Create or update policy, ordinances and incentives to help save energy for under-resourced residents.
- > BE 6: Execute a long-term residential renewable energy education campaign.
- > BE 7: Engage businesses to enroll in renewable energy programs.
- > BE 8: Improve total municipal building energy efficiency by 12% for electricity and natural gas by 2030.
- > BE 9: Create a sustainable building policy that requires City-funded construction to meet renewable energy standards.
- > BE 10: Conduct a residential electrification education campaign.
- > BE 11: Conduct a campaign to replace cooling system installations with heat pumps.
- > BE 12: Communicate electrification opportunities to businesses.

>

Buildings and Energy

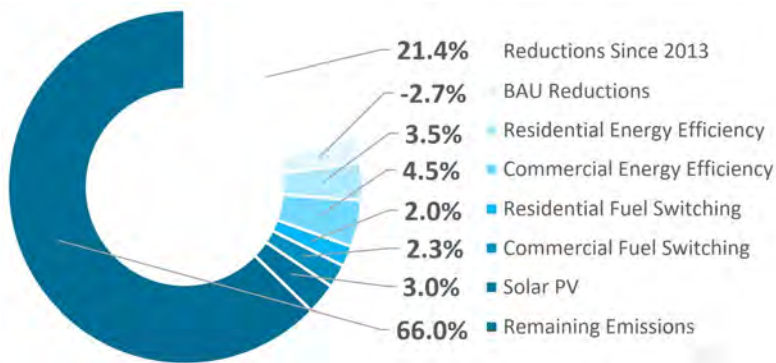
Planned Sector Emission Reductions Through 2030

The strategies and actions included in this section of the Climate Action Plan are projected to reduce the city's annual GHG emissions by 22,412 metric tons (MT) annually by 2030 - a 15% reduction. Although changes in business-as-usual impacts over the same period are anticipated to increase emissions, these will be more than offset by the 41,352 metric ton reductions experienced since 2013. The result is a total city-wide Buildings and Energy sector reduction of 34% below 2013 levels.

When compared to 2013 emissions, this is equivalent to eliminating over 9,000 of the city's current vehicles from the road, or **980 million** cubic feet of human-made GHG atmosphere annually by 2030.

Sector Emissions Reduction below 2013 by 2030

The total change to sector emissions include CAP reductions and business-as-usual (BAU) emission changes as follows:



What You Can Do

You can support the goals of the Buildings and Energy section of this climate action plan as an individual, household, or a business. Here are just a few things you can do:



Use less energy

- Set your thermostat 2° or more higher during cooling season, lower during heating season.
- Turn down your water heater to 120°.
- Replace an older home thermostat with a “[smart](#),” programmable model.
- Schedule a home energy audit through [Xcel](#) or a licensed contractor.
- Install, or have a licensed contractor install, more insulation in your home.
- Install [energy-efficient windows and doors](#), working with a licensed contractor.
- Use [ENERGY STAR](#) certified energy-efficient appliances.



Go Renewable

- Install solar PV or solar thermal panels at your home, working with a [licensed contractor](#).
- If possible, participate in a residential [solar group purchasing program](#)
- If you don't own your home (or if your home is not suitable for solar) buy renewable electricity through [Xcel](#).
- Support solar development by subscribing to [community solar](#).



Reduce on-site fossil fuel use

- Replace your clothes dryer with a [heat pump model](#).
- Replace your gas range with an [induction cooktop](#).
- Replace your home's heating system with a [low carbon option](#).



Save Money

- Become familiar with [tax incentives](#), credits and [rebates](#) you may qualify for.



Waste Management

[Click here to return to TOC](#)

Addressing greenhouse gas (GHG) emissions from waste management and improved community resilience through waste reduction.



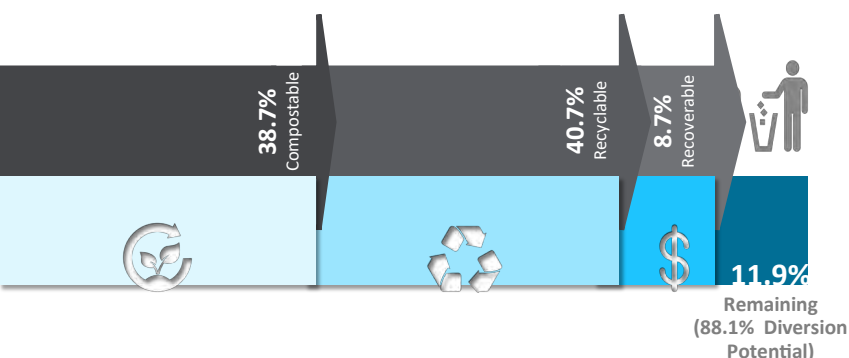
Municipal solid waste (MSW) affects climate change, mainly via landfill methane emissions and transport carbon emissions. Reducing waste, recycling, and organic collection mitigate these impacts. Less waste means lower methane emissions from landfills. Recycling reduces resource extraction, saves energy, and cuts carbon emissions. Composting organic waste lowers methane emissions, sequesters carbon, and offers eco-friendly fertilizer alternatives.

Waste Characterization Study

In 2013, the State of Minnesota initiated a comprehensive, quantitative evaluation to understand the make up of the current waste stream (materials not diverted through recycling or organics collection). The classifications of waste defined in the 2013 study were organized into broad categories based on their diversion potential including: Compostables, Potential Recyclables, Potential Recoverables, and Other.

Waste Diversion Potential

Based on the State of Minnesota Waste Characterization Study, there may be waste diversion potential of up to 88.1% in the current landfilled materials (idealized maximum). Below is the breakdown of the estimated total maximum potential waste diversion (excluding waste reduction):



83%

of survey respondents support requiring apartment complexes to offer recycling on-site for residents.

Climate Impacts

This sector affects climate change through fossil fuel combustion during material collection and processing, and methane generation from organic material decomposition in landfills.

Climate Hazards

Hazards to the waste management system include damage to infrastructure from extreme weather and flooding.

Equity Considerations

Fair solid waste management ensures inclusive access and benefits. Overcoming language, cost, and logistical barriers increases participation, environmental sustainability and social justice while reducing food waste can aid economically disadvantaged households.

Example Programs:

San Francisco's Zero Waste Program:

equitable recycling with multilingual resources.

Feeding America's Surplus Food

Redistribution: reduces waste, aids low-income.

RecycleBank Program: incentivizes recycling, supports disadvantaged.

Sector Goals



-16%

drop in GHG
emissions (metric tons)



-10%

less solid waste



1.8x

Increase in
organics diversion



1.3x

Increase in
recycling diversion

2013

7,183 MT

24,233 tons

3,679 tons

7,508 tons

2030 Targets*

6,025 MT

21,800 tons

6,600 tons

9,700 tons

* Includes impacts associated with population increases. See Appendix B for research compiled during plan development which supported planning team in goal finalization.

Sector Strategies

Click arrow
for actions

> WM 1: Decrease total per capita municipal solid waste handled by 10% by 2030.

MPCA's waste management hierarchy prioritizes reduction, reuse, recycling, and organic recovery. This lowers energy consumption and landfill emissions, benefiting households and businesses. Policies for landfill diversion offer New Brighton significant environmental potential.

> WM 2: Achieve 75% organic waste diversion by 2030 (from 15.2% to 27% of total MSW).

Organic compound breakdown in landfills, being the largest source of methane, presents a considerable opportunity to reduce GHG emissions for New Brighton, as organics constitute an estimated 38% of the community's solid waste stream.

> WM 3: Increase recycling from 31% to 41% of total MSW handled by 2030.

New Brighton has a good residential participation rate for recycling. However, the State of Minnesota waste sort and SCORE Reports indicate opportunities for increased capture of paper, plastics, and aluminum.

CAP ACTIONS

Waste Management

WM 1: Decrease total per capita municipal solid waste handled by 10% by 2030.

- | | |
|----------|---|
| WM 1- 1 | Closely track the analysis being conducted by the Minnesota Pollution Control Agency, and ongoing monitoring efforts, to better understand the health and greenhouse gas emissions impact of the waste to energy facilities used by New Brighton solid waste streams, consistent with the City goals of reducing the greenhouse gas emissions of our waste stream and reducing cumulative health impacts on the region's communities. |
| WM 1- 2 | Work with Ramsey County and other partner organizations to encourage businesses and residents to purchase reused and reusable goods (i.e., the Choose to Reuse campaign) |
| WM 1- 3 | Develop innovative marketing and behavioral strategies to reduce food waste like signage, reducing tray use in cafeterias, and supporting County efforts for expanded outreach to commercial and multi-family properties.
Resource on food waste reduction through tray use elimination: https://www.reuters.com/article/us-removingtrays-dininghalls/removing-trays-from-dining-halls-cuts-food-waste-idUKBRE8A114T20121102 |
| WM 1- 4 | Include resources on city's website and through social media to inform residents of recycling and organics programs |
| WM 1- 5 | Create a comprehensive communication campaign to provide standardized information and communications on waste reduction, recycling, and organics collection options to reach the residential sector. |
| WM 1- 6 | Undertake a public education campaign to inform residents about how to reduce and opt-out opportunities for materials like phone books and junk mail |
| WM 1- 7 | Establish a Zero Waste policy for City operations that outlines increasing incremental annual waste reduction goals charting a path to Zero Waste. Policy to require that outside users of City facilities also follow Zero Waste policy and will modify the event permit application to require the inclusion of recycling and composting at events. Policy to require all property owners (including City buildings and parks) to provide recycling and compost collection services and requiring businesses to use these services. |
| WM 1- 8 | Increase consistency of service, alignment with this plan's goals, and reduce garbage truck traffic by establishing a single hauler for waste and recycling. Reduce cost of garbage removal and recycling for residences and reduce road maintenance and reduction of noise and air pollution. |
| WM 1- 9 | Coordinate with the school district to establish paths towards Zero Waste program. Program to include zero waste curricula, family content, training, volunteer program connections, as well as zero waste strategies for school facilities. |
| WM 1- 10 | Eliminate petroleum-based, single-use products through phasing out the use of single-use plastics including plastic bags. Require food service retailers to use re-usable, biodegradable, compostable or recyclable packaging and utensils (including for take-out). Explore the feasibility of establishing a re-usable takeout container service. |

CAP ACTIONS

Waste Management

WM 2: Achieve 75% organic waste diversion by 2030 (from 15.2% to 27% of total MSW).

- | | |
|---------|--|
| WM 2- 1 | Coordinate with local food banks to support edible food donation through coordination with the food bank and donations from City and community partner events. Explore expansion of effort by identifying food retailer and restaurant partners for increased participation and support. |
| WM 2- 2 | Expand networks for food recovery efforts from grocery stores, restaurants, schools, and others to connect to hunger services. |
| WM 2- 3 | Work with Ramsey County to develop and implement a curbside organics collection. |
| WM 2- 4 | Identify major organic waste producers (e.g., food service, schools, hospitals) and conduct a targeted campaign to increase organics recycling. |
| WM 2- 5 | Develop a recognition program to promote leading businesses succeeding in waste diversion and reduction as well as overall transparency in sustainability practices. |
| WM 2- 6 | Determine if project specifications can include a requirement for compost in amended soil mixes. |

CAP ACTIONS

Waste Management

WM 3: Increase recycling from 31% to 41% of total MSW handled by 2030.

- | | |
|----------|--|
| WM 3- 1 | Enforce the commercial recycling ordinance and undertake an educational campaign to expand recycling options in multi-family housing. |
| WM 3- 2 | Expand recycling for business and public facilities. |
| WM 3- 3 | Require city-hosted events comply with a Zero Wastes Packaging policy and relevant environmental purchasing policies; expand to require that outside users of certain city facilities also use compostable, reusable, or recyclable food service items. |
| WM 3- 4 | Adopt a “to go” packaging ordinance requiring containers to be recyclable or compostable. |
| WM 3- 5 | Support state legislation to prohibit Styrofoam ; incentivize restaurants to choose alternatives ; education campaigns on single use items and consumer choice. |
| WM 3- 6 | Ensure that recycling in schools, City buildings, public housing, and public spaces is fully implemented. Conduct a study to determine which facilities do not currently have recycling or could have recycling diversion significantly improved. Coordinate with those facilities to improve recycling participation. |
| WM 3- 7 | Conduct outreach to determine what assistance may be needed to increase recycling, organics collection, and composting. |
| WM 3- 8 | Establish a policy or ordinance expanding or requiring textile reuse and recycling based on outcomes of the Clothing Reuse and Recycling pilot project. |
| WM 3- 9 | Engineering staff to adjust material specifications to require recycle within mix-designs for street projects. |
| WM 3- 10 | Continue to support collaborative consumption community projects, such as neighborhood compost projects, tool libraries, and repair cafes through mini-grant programs. |
| WM 3- 11 | Add a plastic bag recycling collection at City's farmer's market. |
| WM 3- 12 | Work with haulers to expand recyclable materials accepted such as shredded paper and aluminum foil. |
| WM 3- 13 | Partner with service providers who specialize in specialty and expanded recycling programs, like Ridwell, to establish expanded recycling collection service options. |

Waste Management

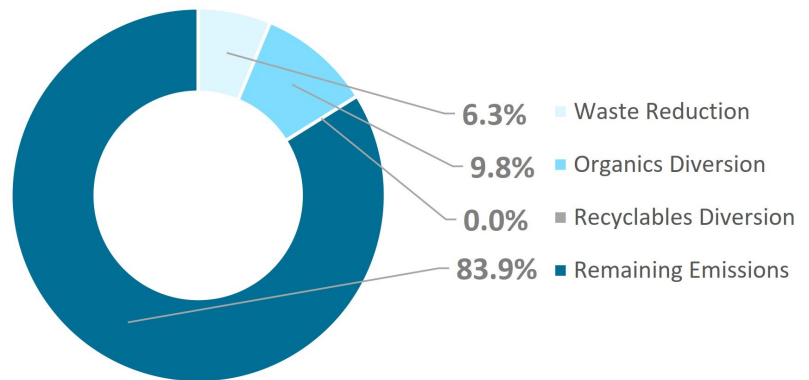
Planned Sector Emission Reductions Through 2030

The strategies and actions included in this section of the Climate Action Plan are projected to reduce the city's annual GHG emissions by 1,667 metric tons (MT) annually by 2030 - a 22% reduction. However, there was an increase of 509 annual metric tons experienced since 2013. The result is a total city-wide Waste Management sector reduction of 16.1% below 2013 levels.

When compared to 2013 emissions, this is equivalent to eliminating over 200 of the city's current vehicles from the road, or **32.7 Million** cubic feet of human-made GHG atmosphere annually by 2030.

Sector Emissions Reduction below 2013 by 2030

The total change to sector emissions include CAP reductions and business-as-usual (BAU) emission changes as follows:



What You Can Do

You can support the goals of the Waste Management section of this climate action plan as an individual, household, or a business. Here are just a few things you can do:



Increase Organics Diversion

- Compost food and yard waste.
- Drop off food waste at a Ramsey County [drop off site](#), or participate in an organics collection program.
- Aim to eliminate food waste. Eat existing fridge contents first. Plan meals and shop accordingly. Learn more [here](#).



Reduce what you throw away

- Use LEDs and rechargeable batteries to reduce eWaste.
- Upgrade, donate, or recycle old electronics.
- Use reusable bags for all shopping.
- Swap single-use plastics for durable, reusable alternatives.
- Choose items with no, minimal, compostable, or fully recyclable packaging.
- Repair or donate reusable or repairable items instead of discarding.



Water and Wastewater

[Click here to return to TOC](#)

Enhancing flood and stormwater resilience while reducing greenhouse gas (GHG) emissions from water usage and wastewater treatment.



Climate change adaptation, water, and wastewater management are intertwined in the Midwest. Global warming's effect on temperature and rainfall impacts water availability and quality, necessitating adaptive measures in New Brighton. Water conservation, efficient irrigation, agriculture techniques, and Xeriscape help address water risks in Minnesota under climate variations, maximizing limited resources.

Increased rainfall can strain wastewater infrastructure, causing sewage overflow into water bodies. Solutions include reinforcing wastewater facilities, using green infrastructure for stormwater management, and averting contamination. Adapting water treatment plants to changes in water availability and quality may involve advanced technologies or process modifications.

Incorporating climate forecasts into planning fosters proactive adaptation, bolstering water and wastewater management's long-term sustainability. By foreseeing climate impacts and prioritizing resilience, New Brighton can ensure safe water, effective wastewater treatment, and overall protection of public health, the economy, and the environment.

Regional Water Stress

By 2025, an estimated 1.8 billion people will live in areas plagued by water scarcity, with two-thirds of the world's population living in water-stressed regions. Since 1985 the New Brighton region has had a reduction in water yield of approximately 10%. Through 2050, the City can anticipate an increase in water demand of 20%.

(Sources: "Adaptation to Future Water Shortages in the United States Caused by Population Growth and Climate Change", World Resources Institute, USGS).



83%

of survey respondents are moderately, very, or extremely concerned about potential impacts on water quality.

Climate Impacts

This sector impacts climate change through fossil fuel use to generate the electricity required to process and distribute water and treat wastewater.

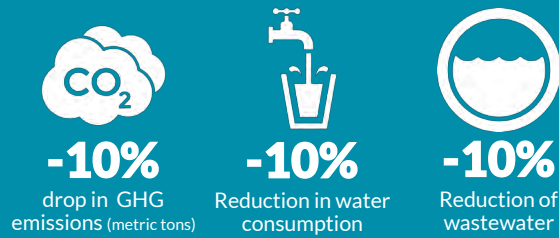
Climate Hazards

Hazards to the water and wastewater system involve extreme weather and flood-induced infrastructure damage. Citywide, the potential for intensified flooding and flash floods has increased.

Equity Considerations

Climate change intensifies water scarcity and quality issues, hitting underserved communities hardest due to limited adaptation resources and flood-prone living conditions, risking untreated sewage exposure. Equitable adaptation demands inclusive strategies, such as investing in resilient infrastructure universally, aiding lower-income households with water-saving technologies, and promoting public engagement in decision-making.

Sector Goals



2017	1,717 MT	781 million gal	598 million gal
2030 Targets*	1,545 MT	700 million gal	538 million gal

* Includes impacts associated with population increases. See Appendix B for research compiled during plan development which supported planning team in goal finalization.

Sector Strategies

Click arrow
for actions

> W 1: Promote increased water conservation citywide with a targeted reduction of 10% by 2030.

Reducing water consumption is vital for addressing climate change. Water scarcity is a global concern exacerbated by climate change – and New Brighton will be equally impacted. Lowering water usage relieves pressure on ecosystems, reduces energy demands for water treatment, transportation, and pumping, thereby lowering greenhouse gas emissions. Combined with the water extraction requirements for the City of New Brighton (see inset below), broader water conservation may serve as an opportunity for economic development and promotion of climate and sustainability focused businesses and jobs (see action W 1-6)

> W 2: Reduce wastewater generation community-wide with a targeted reduction of 10% by 2030.

Reducing wastewater is vital for fighting climate change. Its treatment consumes energy and emits greenhouse gases. By curbing production, we conserve water, reduce pollution, and protect ecosystems—critical for climate resilience.

> W 3: Mitigate the projected increased flood hazards and impacts due to climate change.

The US National Climate Assessment emphasizes the significance of the ten rainiest days, contributing up to 40% of Minnesota's annual precipitation. By 2070, New Brighton could see a 15% increase in annual precipitation, with longer gaps between heavier rainfall events. This calls for evaluating flood-prone areas, improving stormwater management, and updating city plans to address extreme water events. Implementing green infrastructure and reducing impervious surfaces can help mitigate these impacts.

Water Extraction in New Brighton

Contamination from the former US Army munitions plant in New Brighton led to agreements between the City and Army. The arrangement provides compensation to the City in support of water treatment operations and requires a minimum volume of water extraction annually to ensure water quality and safety for the community. This agreement extends 30 years into the future and serves as the basis for actions included in this plan which explore opportunities to leverage this water resource.

CAP ACTIONS

Water and Wastewater

W 1: Promote increased water conservation citywide with a targeted reduction of 10% by 2030.

- | | |
|---------|---|
| W 1- 1 | Implement or expand water leak detection within municipal water supply system with the goal of reducing water leaks. |
| W 1- 2 | Expand water conservation outreach and incentive programs for residents and businesses. |
| W 1- 3 | Consider rate design structures that incentivize water utilization and consumption in line with the broader goals of this climate action plan, economic and job development, and take into consideration the city's water pumpage requirements, such as encouragement of reduction of summer irrigation in favor of uses which support job development and/or businesses aligning with the goals of the Climate Economy section of this plan. Include education and engagement plan to raise awareness about change and water efficiency. |
| W 1- 4 | Evaluate the potential for installation of rainwater collection systems at municipal facilities (especially parks) for graywater uses, and investigate opportunities for graywater reuse at existing and new municipal facilities and properties. |
| W 1- 5 | Update building codes to require water conservation measures (e.g., grey water infrastructure, water-efficient irrigation systems, native and drought-resistant landscaping) in new construction and renovations. |
| W 1- 6 | Issue an RFP for large water use businesses, particularly those focused on sustainability and services aligned with the broader goals of this Climate Action Plan, to relocate to New Brighton to be eligible for discounted water (at cost). Use revenue for climate action plan implementation. |
| W 1- 7 | Facilitate reduction of water use by top 20 customers. Request large institutions and businesses to identify specific opportunities for employees or customers to conserve water and incorporate water efficiency into internal operations. |
| W 1- 8 | Explore creation of an ordinance requiring moisture sensors with all new irrigation systems installed in the city. |
| W 1- 9 | Collect water for drought expanses that are expected. |
| W 1- 10 | Evaluate opportunities for real-time water metering and smart metering to help customers better understand and reduce their water consumption. |

W 2: Reduce wastewater generation community-wide with a targeted reduction of 10% by 2030.

- | | |
|--------|--|
| W 2- 1 | Identify existing programs or establish a New Brighton program which provides low-flow water fixture discounts, installations and information to encourage use of low-flow water fixtures in residential homes and businesses. |
| W 2- 2 | Require rainwater collection systems and Water Sense water efficient fixtures and appliances at all City facility projects and all projects receiving City funding. |
| W 2- 3 | Create greater awareness and adoption of water conservation through educational and promotional material. |
| W 2- 4 | Explore options for expanding the use of greywater systems and water conservation measures in public and private buildings. |

CAP ACTIONS

Water and Wastewater

W 3: Mitigate the projected increased flood hazards and impacts due to climate change.

-
- | | |
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| W 3- 1 | When the City's Stormwater Master Plan is updated, ensure it incorporates projected increases in precipitation and extreme weather events and address any development/redevelopment of properties currently exempted from stormwater management requirements. |
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| W 3- 2 | Continue to work with FEMA to update flood zone maps. Update watershed management plans with current understanding of climate change related weather patterns to identify properties vulnerable to flooding and help prepare property owners to implement adaptation actions. |
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| W 3- 3 | Target specific types of infrastructure to implement green infrastructure including: parking lots, alleys, parks, vacant lots, parkways, and grading near sidewalks. In addition, identify properties owned by other public entities that have a high potential for improved ecological management to improve stormwater management functions (school districts, county, Metro Transit, and watershed districts). |
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| W 3- 4 | Educate people on alternative products to road salt for ice reduction which are less-damaging to the environment |
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| W 3- 5 | Seek funding for the construction of Lake Jones and Hansen Park Phase II Flood Infrastructure Project, and complete preliminary concepts, prioritize and schedule mitigation projects for next major |
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| W 3- 6 | Prepare a flash flood risk map to identify areas within the City that are particularly vulnerable to the impacts of flooding, including details such as tree canopy, impervious surface, heat islands, critical community infrastructure (water wells, wastewater treatment and pump houses, emergency response, power generation, fresh water supply, hospitals, etc.), and vulnerable populations. Based on risk mapping and assessments, create and implement a risk reduction and response plan. Share and promote the information developed by the flash flood risk map, particularly among vulnerable populations and neighborhoods. |
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| W 3- 7 | Prioritize managing stormwater before it enters the sewer system through a combination of overland flow, detention, and infiltration strategies (for example, permeable surfaces). |
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| W 3- 8 | Provide an opportunity and support for residents to volunteer to have rain gardens on their property and have a plan given to them by the city. |
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| W 3- 9 | Reduce or offset impervious surfaces where possible, and encourage use of lighter colored pavements and building materials to lessen the impact of urban heat island effect. |
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Water and Wastewater

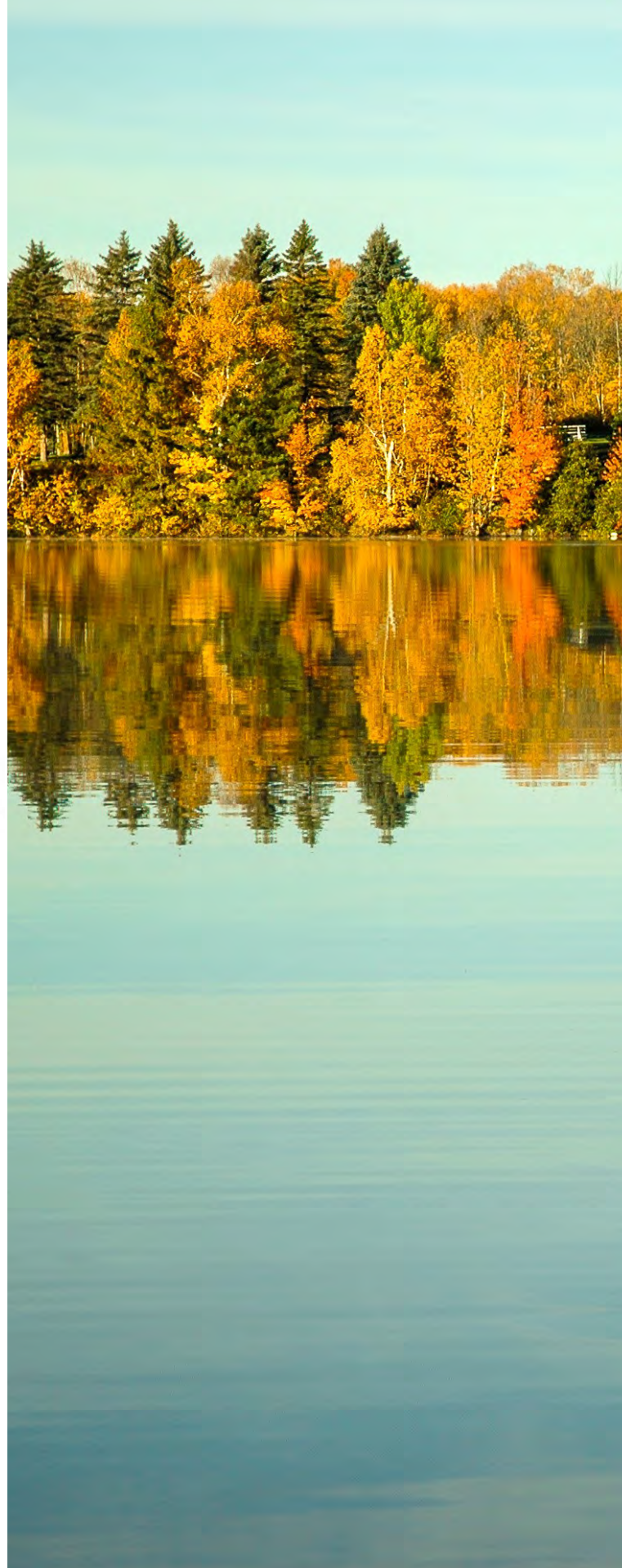
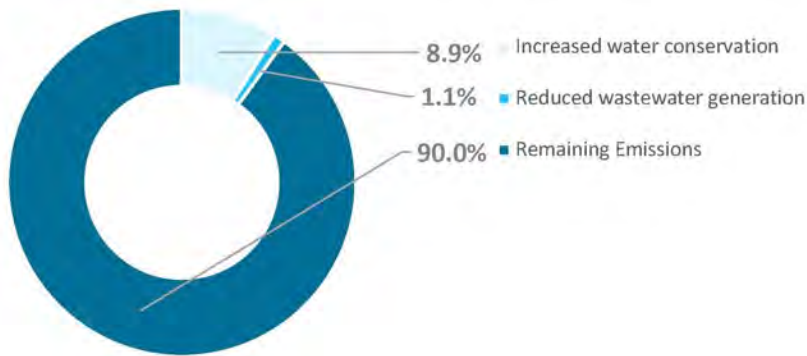
Planned Sector Emission Reductions Through 2030

The strategies and actions included in this section of the Climate Action Plan are projected to reduce the city's annual GHG emissions by 172 metric tons (MT) annually by 2030 - a 10% reduction.

When compared to 2021 emissions, this is equivalent to eliminating 6 of the city's current vehicles from the road, or **3.4 Million** cubic feet of human-made GHG atmosphere annually by 2030.

Sector Emissions Reduction below 2013 by 2030

The total change to sector emissions include CAP reductions and business-as-usual (BAU) emission changes as follows:



What You Can Do

You can support the goals of the Water and Wastewater section of this climate action plan as an individual, household, or a business. Here are just a few things you can do:



Reduce Your Use Inside

- Be mindful of your water use and focus on [changes in habits](#) such as turning off water when brushing your teeth and taking shorter showers.
- Trade your shower heads and faucets for [WaterSense](#) labeled low-flow, water-efficient options.
- Install — or have a licensed plumber install — a [WaterSense](#) labeled, water-saving low-flow toilet



Reduce Your Use Outside

- Replace your lawn with [prairie grass](#), [wildflowers](#), or landscape using Xeriscaping principles.
- Collect rainwater in rain barrels to water your lawn and/or plants.
- If you have a lawn and garden irrigation system, or use hoses and sprinklers, water thoroughly less often, and do so in the early morning or evening .



Local Food and Agriculture

[Click here to return to TOC](#)

Increasing resilience of our food systems and improving food access and security.



Climate change threatens global agricultural resilience and food security. Increasing extreme weather events and shifting climate patterns, spurred by global warming, may yield unpredictable crops, leading to volatile prices and complex access to nutritious food.

Simultaneously, our individual dietary choices can play a dual role in relation to climate change - they both contribute to it and are affected by it. The high demand for animal-based products, characterized by their substantial environmental impact due to methane emissions and extensive land use, serves as a catalyst for global warming. As a repercussion, these climatic alterations adversely affect the very production of these food sources.

The origins and distribution of our food are intrinsically linked to climate change as well. The transportation of food over vast distances results in the consumption of fossil fuels and the emission of greenhouse gases (GHG). Moreover, the duration of these long-distance hauls amplifies the demand for refrigeration, a process that is highly carbon-intensive. By minimizing the need for transportation and refrigeration in our food supply chain, we can make our dietary choices more sustainable.

Economic Potential of Local Food Purchases

Obtaining food locally can curtail our diet's carbon intensity by minimizing the supply chain and cutting GHG emissions from food transport, simultaneously bolstering local economies. Research shows that for every \$1 million revenue, local food markets generate roughly 32 jobs, three times more than exclusive wholesale channels. Furthermore, community gardens and increased neighborhood gardening foster social unity, facilitate multi-generational interaction, promote low-impact outdoor exercise, and enhance plant, animal, and pollinator habitats.



77%

of survey respondents are moderately, very, or extremely concerned about potential impacts on food security.

Climate Impacts

This sector impacts climate change through deforestation for farmland, methane emissions from livestock, and fossil fuels used in farming practices and long-distance transportation of goods.

Climate Hazards

Local food and agriculture systems face threats like diminished crop quality and yield, pest susceptibility, soil moisture instability, fluctuating availability, and volatile food pricing.

Equity Considerations

"Food deserts" typically occur in low-income areas with limited supermarket access, resulting in scarce affordable, nutritious food. This, coupled with prevalent fast-food restaurants, creates "nutrition deserts." Unintentionally, local food programs can perpetuate inequity. Dominant populations often shape these programs, potentially neglecting marginalized individuals within the food system. Hence, those unable to afford "local" or organic food can remain excluded, sustaining food insecurity.

Sector Goals



Growing

More locally produced food



Increasing

Access to local food for food insecure



-50%

Reduction in food insecurity



Sector Strategies

Click arrow
for actions

➤ LF 1: Increase production of local food, particularly serving low income and food insecure individuals.

US agriculture, and by extension food security for some community members, is vulnerable to climate change. Pacific states grapple with water shortages and inconsistent weather, while the Midwest and Great Plains face risks to grain and livestock production due to extreme weather. Boosting local food systems can enhance resilience and food security, create jobs, and build community wealth.

➤ LF 2: Increase access to local food, particularly among low income and food insecure individuals.

Some residents in the community are experiencing food insecurity due to lack of money, access to culturally appropriate foods, or other resource considerations. While everyone may experience the effects of climate change on the food system, these impacts are likely to be more severe for those already facing low income or food insecurity. Increasing food access will decrease food insecurity and improve community resilience to climate impacts.

➤ LF 3: Reduce food waste and hunger, achieve a 50% reduction in food insecurity community-wide by 2030.

In the US, food waste makes up 30-40% of the supply. New Brighton alone may discard 7,000 tons annually, causing \$8 million in losses and increased greenhouse emissions, according to ReFed. This wasted food, amid climate change-induced food insecurity, could have fed needy families. Reducing waste supports the Climate Action Plan's waste management goals, bolsters sustainability, and could alleviate food insecurity.

CAP ACTIONS

Local Food and Agriculture

LF 1: Increase production of local food, particularly serving low income and food insecure individuals.

- | | |
|----------|---|
| LF 1- 1 | Consider policy changes to increase local food production relating to urban agriculture and food production activities including front yard and rooftop vegetable gardens, community gardens, urban farms, beekeeping, and poultry keeping. |
| LF 1- 2 | Establish a communication system whereby local gardeners could trade food (i.e. if one person has too many tomatoes, could offer them to trade or for free pick up). |
| LF 1- 3 | Work with community organizations, neighborhood groups, and public libraries to organize a garden-tool lending program and garden bounty exchange program, including canning/preservation tools. |
| LF 1- 4 | Partner with schools, private companies and other organizations to create sustainable gardening programs at public and private schools and businesses at locations that to serve youth, immigrant, and people with lower incomes or who are experiencing food insecurity. Promote local food production through these partnerships, funding, and educational programs. |
| LF 1- 5 | Collaborate with partners to provide educational resources such as featuring films, "fact sheets" and educational content. Use these partnerships to create field trips for students and others to visit farms and urban agriculture sites to see food production, meet farmers and animals and promote consideration of farming and local food production as a career. Communications, events, and field trips to prioritize racial/cultural diversity among participants. |
| LF 1- 6 | Offer low price compost bins similar to rain barrels the County currently offers; potentially work with businesses as well and city could then sell or give compost to residents. |
| LF 1- 7 | Analyze existing Municipality purchasing and procurement policies and explore creating a policy preferring purchasing foods grown, or from , local establishments. |
| LF 1- 8 | Incentivize and reward soil best management practice for urban lawns, gardens, landscaping, parks, open spaces, prairies, environmentally sensitive areas, and agricultural land uses. |
| LF 1- 9 | Support existing school and community gardens and provide opportunities to expand community growing spaces with a focus on locating garden infrastructure to serve youth, immigrant, and people with lower incomes or who are experiencing food insecurity. Community growing and garden spaces may include use of park space, unused city owned space, etc. Program should prioritize conversion of impervious spaces to garden space and preservation/increase of overall green space benefit. Provide on-going promotion, communication, and education of the sites and opportunities including appropriate translated and accessible content. |
| LF 1- 10 | Establish incentives for local hydroponic growers, particularly those serving vulnerable or low income community members and using renewable energy to power their facilities, in the form of free or reduced water. |
| LF 1- 11 | Allow community gardens or urban farms on vacant land in all zoning districts, except industrial, to increase the availability of locally produced food for all residents. |

CAP ACTIONS

Local Food and Agriculture

LF 2: Increase access to local food, particularly among low income and food insecure individuals.

- | | |
|---------|--|
| LF 2- 1 | Continue support of the New Brighton farmer's market (particularly expansion to accept WIC/SNAP benefits) and food hubs, with a focus on expanding equitable access to locally-produced and organic foods and increasing food security among at-risk populations. |
| LF 2- 2 | Conduct a detailed Food Security Assessment to determine food insecurity conditions within the City, areas with limited access to full service grocery stores and markets (particularly within areas of higher vulnerable populations), identify areas within the City for improvement, and establish detailed strategies to increase food security within City. |
| LF 2- 3 | Establish incentives for developers and large property owners to provide space for backyard or community gardens. |
| LF 2- 4 | Establish a public Food Forest by adding edible trees, shrubs, and planting regionally native vegetables to existing public landscaping including boulevard and right of way areas. Select an existing property for a pilot project. |
| LF 2- 5 | Establish partnerships with garden centers in New Brighton (Pletscher's) to establish education on locally adapted /perennial agriculture plants (berries, grapevines, etc). |
| LF 2- 6 | Offer City of New Brighton facility/parking lot as a consumer sponsored agriculture (CSA) pickup site. |
| LF 2- 7 | Partner with Metro Transit and other partners to explore offering free public transportation to the farmers market, making sure to have multiple stops and routes in low-income parts of the city. |
| LF 2- 8 | Explore establishment of community gardens near or in association with schools in the community, providing a designated portion of the community garden for each school. Explore partnerships including Organic Gardener and Minnesota Extension Ramsey County Master Gardeners. |

CAP ACTIONS

Local Food and Agriculture

LF 3: Reduce food waste and hunger, achieve a 50% reduction in food insecurity community-wide by 2030.

- | | |
|---------|---|
| LF 3- 1 | Establish an education campaign on food expiration dates and food waste reduction. |
| LF 3- 2 | Explore partnerships to establish a mobile foodshelf serving the community with a focus on connecting community members with locally grown food. |
| LF 3- 3 | Promote Restaurant, Food Service and Household Best Management Practices: <ul style="list-style-type: none"> o Reduce Food Wastage in the Kitchen (pre-consumer) o Reduce over-purchasing of food o Reduce prep waste and improperly cooked food o Consider secondary uses for excess food o Ensure proper storage techniques o Reduce Plate Scraping Wastage (post-consumer) o Modify menu to increase consumer satisfaction and reduce food left uneaten o Modify serving sizes and garnishes o Encourage guests to order/request and take only the food they will consume o Go Trayless at buffets and school/institutional cafeterias |
| LF 3- 4 | Establish partnerships and a program to improve logistics of sourcing and transporting surplus food from events, schools, restaurants, grocery stores and other sources to providers and partners capable of effectively distributing surplus to disadvantaged, food insecure, and elder populations. |
| LF 3- 5 | Support edible food donation through coordination with the food bank and donations from city and community partner events |
| LF 3- 5 | Collaborate with partners to create, incentivize, and promote a business network of sourcing, distributing and marketing cosmetically imperfect produce particularly those which provide affordable produce to low income and food insecure community members. |

What You Can Do

You can support the goals of the Local Food and Agriculture section of this climate action plan as an individual, household, or a business. Here are just a few things you can do:



Grow your own

- Start a [vegetable garden](#) in your yard.
- See if there is a [community garden](#) near you, or work with others to start a community garden so you can grow your own.
- Plant fruit or nut bearing trees or shrubs that are well suited for our hardiness zone on your property. Examples include: Trees: Apple, Pear, Plum, Black walnut, Shrub: Serviceberry, Currant.



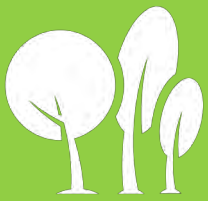
Eat climate-friendly

- Eat a plant-rich diet. Animal products are extremely GHG-intensive to produce compared to plants. Eating less meat and dairy will reduce emissions associated with food consumption. A great place to start is with “Meatless Mondays”.
- Eat regionally-grown food that is suitable for the Minnesota climate will make a difference through [reduced transportation-related emissions](#).
- [Plan meals](#) to maximize nutrition and minimize climate impact.



Support local growers

- Buy food directly from a local grower on an ongoing basis by joining a [Community Sponsored Agriculture](#) (CSA) group or frequenting a [farmer's market](#).
- Support restaurants and grocery stores that use and sell locally-grown food.
- Buy food that is in season, minimizing the distance food must travel.
- Support your local farmers markets.
- Buy ethically grown and harvested food, like fair-trade coffee and chocolate.



Greenspace and Trees

[Click here to return to TOC](#)

Supporting community adaptation through expanded green infrastructure and enhanced ecosystem resilience.



77%

of survey respondents are moderately, very, or extremely concerned about potential tree loss impacts of climate change.

Climate Impacts

Impervious surfaces, such as pavements, amplify urban heat islands by absorbing and retaining heat, thereby exacerbating climate change impacts, boosting energy consumption, and heightening heat-induced health risks.

Climate Hazards

Climate change could lead to higher forest and urban tree mortality, decreased productivity, invasive species and disease proliferation, and green infrastructure's diminished carbon capture due to greenspace loss.

Equity Considerations

Lower-income and diverse communities often lack ample tree canopies, missing environmental, economic, and quality-of-life benefits. These neighborhoods suffer disproportionately from the urban heat island effect due to fewer trees and more heat-absorbing surfaces, increasing residents' heat exposure, discomfort, and health risks, intensifying environmental inequities.

Trees and natural coverings crucially enhance regional health, air and water quality, decrease building energy use, and aid climate mitigation. Studies show simple nature interactions significantly boost well-being and reduce stress. Trees' role has broadened to include substantial health benefits. They crucially purify air by removing harmful pollutants like Carbon Monoxide, particulate matter, and Ground-level Ozone, mitigating respiratory issues.

Prairie Grass and Climate Action

Replacing turf lawns with native prairie grass and wildflowers is an efficient climate adaptation tactic. These species, needing less water and maintenance, lower irrigation and lawn care emissions. Their deep roots bolster soil health, water absorption, and carbon sequestration, reducing flood risk and aiding climate mitigation. They also foster local wildlife habitats and biodiversity. This switch supports ecosystems, lessens environmental impact, and boosts resilience, offering a sustainable approach to climate adaptation.

The Link Between Impervious Surfaces and Extreme Heat

Impervious structures such as pavements and buildings in a region significantly intensify "heat island" effects, leading to elevated atmospheric and surface temperatures in urban areas compared to their rural counterparts. This temperature surge, particularly during summer, escalates discomfort and health risks, notably during heatwaves. A comprehensive 2006 study conducted jointly by Minnesota State University and the University of Minnesota unveiled a proportion that clearly demonstrates the correlation between a region's impervious surface percentage and the commensurate heat island temperature rise.

Sector Goals



2017

1,380 acres

882 acres

1,270 acres

2030 Targets*

1,466 acres

838 acres

1,200 acres

* Includes impacts associated with population increases. See Appendix B for research compiled during plan development which supported planning team in goal finalization.

Sector Strategies

Click arrow
for actions

> GT 1: Increase tree cover, particularly in the priority neighborhoods, from 33.5% to 35.5% by 2030 and 37.5% by 2040.

Our tree canopy mitigates stormwater runoff, purifies water, reduces urban heat effects, lowers building energy use, sequesters CO₂, supports economic growth, and offers crucial climate adaptation services. Increasing equitable canopy coverage mitigates heat island impacts, benefiting many households.

> GT 2: Increase pollinator supportiveness of lawns and grasslands in City and achieve a 5% turf replacement with native grasses and wildflowers Community-wide by 2030.

Substituting lawns with native grasses and wildflowers forms a natural Minnesota landscape combating climate change, sheltering fauna, improving water quality, reducing pollution, restoring habitats, and enhancing carbon sequestration. In New Brighton, 21% of land is manicured lawns with less than 4% native/prairie grasses.

> GT 3: Reduce heat island effect through reduction of Community-wide “dark” impervious surface coverage, particularly in neighborhoods identified with higher heat island impacts, by 5% from 30.8% to 25.8% by 2030 and 10% by 2040.

Heat island effects elevate discomfort and health risks, especially during intensifying heatwaves. Dark impervious surfaces, like asphalt, exacerbate these effects by absorbing light. Reducing such surfaces can mitigate heat and extreme weather impacts in New Brighton. See the City’s [Ground Cover, Heat Island, and Carbon Sequestration Study](#) for identification of priority neighborhoods.

> GT 4: Increase climate resilience, biodiversity supportiveness, connectivity, and accessibility of City’s parks and open spaces.

Greenspaces enhance physical and mental health, and reduce chronic diseases. They mitigate climate change impacts, boost resilience, and maintain urban biodiversity. Connectivity between habitats promotes urban biodiversity by enhancing gene flow and species richness.

CAP ACTIONS

Greenspace and Trees

GT 1: Increase tree cover, particularly in the priority neighborhoods, from 33.5% to 35.5% by 2030 and 37.5% by 2040.

-
- GT 1- 1 Continue to explore options for public and private partnerships to help reduce or share the cost of tree planting and maintenance.
-
- GT 1- 2 Identify strategic locations for increased tree planting capable of meeting long-term canopy goals and develop long range implementation program based on the City's 2022 Ground Cover, Tree Canopy, and Carbon Sequestration Study and the goals of this CAP. Establish incentives for tree planting that ensure all socioeconomic groups have access to trees and nature while achieving tree canopy goals. Prioritize tree replacement programming in neighborhoods based on factors outlined in the study including those with low income households, vulnerable populations, streets and boulevards with less than 30% sidewalk/curb length shade coverage, and neighborhoods that will be most impacted by urban heat island effect and Emerald Ash Bore loss.
-
- GT 1- 3 Partner with local sustainability organizations to foster public volunteer efforts to maintain and grow park systems and green infrastructure, through tree plantings and integrated invasive species control. These programs could help contain costs and foster public involvement. Potentially hold partnered events on environmentally focused holidays such as May Day, Arbor Day, Earth Day, solstices, Mother's Day, Father's Day, etc.
-
- GT 1- 4 Adopt a No Net Loss policy for street trees and other trees in urban public spaces—every public street/space tree that is removed shall be replaced by a seedling or sapling of optimal size. If a tree is removed in a location in which it is not feasible to replant, a new tree shall be planted in a nearby void space or within a designated “tree bank” location within the City.
-
- GT 1- 5 Conduct a Solar and Tree Compatibility study to actively identify the best sites in the city for tree canopy expansion as well as the best locations for solar pv installations. Following study, work to direct and encourage tree planting and solar PV development in areas identified.
-
- GT 1- 6 Update City's Landscape ordinance to include a minimum tree coverage per lawn area or per impervious surface coverage for all new construction or expansion projects. Explore options for decrease of turf grass/lawn coverage and increase of wildflower/prairie grass coverage requirements.
-

CAP ACTIONS

Greenspace and Trees

GT 2: Increase pollinator supportiveness of lawns and grasslands in City and achieve a 5% turf replacement with native grasses and wildflowers Community-wide by 2030.

- | | |
|--------|---|
| GT 2-1 | Use education programs and incentives to promote the use of native plants and trees on public and private property. Include promotion of the state's lawns to legumes program. |
| GT 2-2 | Remove and ease lawn/grass requirements in ordinances. |
| GT 2-3 | Prioritize the use of native plants in landscaping at City-owned properties. Continue natural vegetation conversion for passive park areas. |
| GT 2-4 | Offer community-wide incentives and education to promote lawn conversion to pollinator friendly yards. |
| GT 2-5 | Manage city-owned lawn/turf areas to enhance and maintain diverse natural communities. Replace turf with native wildflower and prairie grasses to increase plant diversity and pollinator-friendly habitat. Adopt Carbon Gardening practices: eliminate synthetic fertilizers and pesticides, use high mow deck settings, and apply biochar amendments and polyculture lawn mixtures. |
| GT 2-6 | Complete a Land Conversion Opportunity Study supporting the ground cover goals included in this CAP. Analyze public and private property for unused turf and impervious areas, and create a Ground Cover Conversion Implementation plan to convert to native plant and pollinator restoration areas, permaculture areas, wetlands, shrub, tree coverage or urban agriculture uses with goals by census tract. Include goals and an implementation plan to meet or exceed the CAP goals for tree, native pollinator area, and lawn conversion for City owned properties. Goals should be weighted by heat island, water runoff, and equity needs. Identify incentive opportunities and establish an outreach campaign. |

CAP ACTIONS

Greenspace and Trees

GT 3: Reduce heat island effect through reduction of Community-wide “dark” impervious surface coverage, particularly in neighborhoods identified with higher heat island impacts, by 5% from 30.8% to 25.8% by 2030 and 10% by 2040.

- GT 3-1 Explore strategies for reduction of parking pavement including:
- Reduction of requirement ratios in zoning ordinances and encourage use of “proof of parking” strategies to minimize initial parking construction.
 - Community-wide stormwater fee based on a property’s permeable surface area and stormwater management efforts
 - Explore ways to incentivize commercial, schools, and religious congregations to share parking space.
- GT 3-2 Require all commercial development projects receiving City-funding, PUD approval, and/or Conditional Use Permitting to implement heat island mitigation strategies including cool surfaces, solar-friendly landscape shading strategies, impervious surface reduction, and breeze capture.
- GT 3-3 Explore creation of a Heat Island Reduction Incentive and Award program prioritizing areas of the City with the highest heat island coefficients as identified in the City's 2021 Ground Cover, Tree Canopy, and Carbon Sequestration Study. Incentives and awards from governments, utilities, and other organizations can be an effective way to spur individual heat island reduction actions. Incentives might include below-market loans, tax breaks, product rebates, grants, and giveaways. Awards can reward exemplary work, highlight innovation, and promote solutions across the public and private sectors.
- GT 3-4 Create a demonstration "cool" roof, green roof, green/live wall, and/or vertical garden project.
- GT 3-5 Update existing parking lot tree requirement to a performance-based ordinance that increases the amount of pavement to be shaded by trees, solar panels, or a green roof.

GT 4: Increase climate resilience, biodiversity supportiveness, connectivity, and accessibility of City’s parks and open spaces.

- GT 4-1 Increase the diversity of urban tree species to improve overall urban forest resilience, especially for native trees.
- GT 4-2 Share existing or develop information resources on native plant and tree species, eliminated or reduced pesticide use, high mow deck settings, and other beneficial greenspace practices to promote biodiversity.
- GT 4-3 Prioritize planting and preservation of native species of plants and trees on public and private property through education, incentives and other promotional programs. Ensure that landscaping requirements articulated in the zoning code include the preservation of the maximum possible tree cover, the use of native plantings and the preservation of natural areas whenever possible; also, reduction of lawn space.

What You Can Do

You can support the goals of the Greenspace and Trees section of this climate action plan as an individual, household, or a business. Here are just a few things you can do:



Make your yard rain-ready

- Plant a rain garden with native plantings to absorb storm water and replenish our aquifers.
- Replace your lawn and landscape with drought-resistant, native or well-adapted, non-invasive plants.
- Remove pavement and increase permeable surfaces. De-pave areas wherever possible to encourage stormwater infiltration onsite
- Install bioswales/rain gardens or rainwater diversion systems to reduce impact on the stormwater system



Support pollinators

- Make your backyard a Certified Wildlife Habitat with the National Wildlife Federation
- Install a [pollinator-friendly Green Roof](#) (living roof) to reduce your energy consumption. Decrease heat island impacts, and reduce stormwater runoff.



Plant Trees

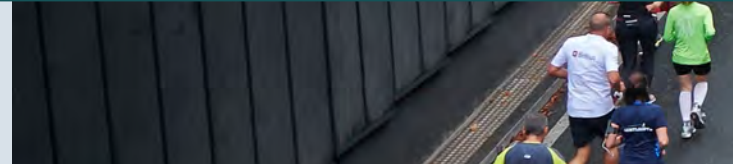
- Plant trees in your yard to provide shade and cooling in summer heat. Select trees suited for the changing climate of [New Brighton](#).



Health and Safety

[Click here to return to TOC](#)

Improving community resilience through healthy community connections, infrastructure, and systems.



Climate change impacts human and environmental health in Minnesota. Rising temperatures, shifting rain patterns, and expanding disease-vector habitats are worsening health problems. Heatwaves increase heat-related illnesses, endangering the elderly, infants, and the chronically ill.

Altered precipitation can cause floods and droughts. Floods risk waterborne diseases through water contamination, while droughts induce wildfires and dust storms, worsening respiratory conditions.

Longer growing seasons in Minnesota due to warmer temperatures may increase disease vectors like mosquitoes and ticks, raising the incidence of diseases like West Nile virus and Lyme disease.

Lastly, climate change's social and economic fallout could heighten mental health disorders due to increased anxiety, stress, and disaster-induced trauma.

The Role of Local Governments in Climate Health and Safety

Climate change significantly threatens public health, affecting air quality, weather, food and water sources, and interaction with our environment. As climate effects intensify, associated health risks rise. Local governments and healthcare have long advocated healthy habits to boost public health. Similarly, they must acknowledge and respond to the link between climate impacts, adaptive strategies, resilience measures, and community health. Our environmental state crucially shapes our health outcomes.



78%

of survey respondents have already been personally impacted by one or more effects of climate change.

Climate Hazards

Climate stressors entail more frequent and severe poor air quality days, extreme heat, heavy rainfall, prolonged pollen seasons, and shifts in disease-carrying pest distribution.

Equity Considerations

While climate change can affect anyone's health, exposures and impacts vary within our communities, with some bearing a disproportionate burden. The National Climate Assessment identifies children, older adults, low-income communities, individuals with disabilities, individuals who work outside or in untampered spaces, and certain communities of color as being at elevated risk from climate-related health impacts. These same groups, including those facing discrimination, are particularly vulnerable to extreme heat, weather events, and carry a heightened level of health and social vulnerability, which restricts their access to resources that could safeguard against climate change risks.

Sector Goals



Reduce climate
Vulnerability



Increase
infrastructure
Resilience



Increase adaptive
Capacity



Sector Strategies

Click arrow
for actions

- **HS 1: Assist the City's extreme heat, air quality, flooding, power/infrastructure failure, and food security-vulnerable population in preparing for and mitigating climate change impacts.**
(see the New Brighton Climate Vulnerability Assessment: <https://cutt.ly/Tws02y0H>)
Local governments must aid climate-vulnerable populations disproportionately impacted by climate change. By boosting resilience via infrastructural upgrades, emergency plans, and climate literacy, they safeguard individuals and community sustainability. Prioritizing needs isn't exclusionary but maximizes finite resources' impact and efficiency.
- **HS 2: Educate, engage, and empower the public on health and safety risks of climate change impacts.**
Effectively countering climate change as a public health menace necessitates preventive strategies such as education and outreach. These can shape individuals' behaviors, aiding in the prevention and reduction of the climate change impact across the community—especially on the city's most vulnerable communities.
- **HS 3: Ensure that the City's mission critical, emergency services and health care facilities are prepared for impacts of climate change.**
Mission-critical services and infrastructure are vital for community resilience. Preparing them for climate change can minimize risks, ensure continuity, protect the vulnerable, and save lives. This proactive approach enhances public trust, encourages community engagement in climate action, and supports sustainable development.
- **HS 4: Strengthen community response capacity and social support networks.**
Research emphasizes the importance of social networks in stressful periods for collective action and communication. Cohesive communities better manage climate risks, endure severe weather, and adapt to change. Enhanced social connectivity in New Brighton could mitigate climate vulnerabilities even more than emergency services.

CAP ACTIONS

Health and Safety

HS 1: Assist the City's extreme heat, air quality, flooding, power/infrastructure failure, and food security-vulnerable population in preparing for and mitigating climate change impacts.

- | | |
|----------|---|
| HS 1- 1 | Assist residents in signing up for state utility and heating bill assistance programs and home weatherization programs. |
| HS 1- 2 | Draw on existing resources to establish a toolkit to assist people in assessing risks to their properties and identifying actions to take to address the risk. |
| HS 1- 3 | Develop and deploy early warning response and community alert plans and systems (e.g., MPCA Air Quality Monitoring, RAVE, Nixle) to notify residents and businesses - especially those most vulnerable - of poor air quality days, extreme weather events, extreme temperature events, potential energy and communication infrastructure failure, or other events which may pose health risks. Communication plan to include pathways for when community power and communication systems are non-functional. |
| HS 1- 4 | Establish cooling centers and provide information to the community to ensure vulnerable residents are aware of these services, including direct messaging at community facilities and through health providers, translated to the City's top non-English languages. Cooling center locations should be located to maximize accessibility by vulnerable populations, particularly those with limited mobility access. |
| HS 1- 5 | Update the City emergency plans with specific climate change-related emergency materials. These could include press release templates, information on cooling/heating centers, specific plans for populations requiring mobility assistance, and steps to identify and help populations affected by extended power outages, flooding, etc. |
| HS 1- 6 | Create an Emergency Response Toolkit offering tips and suggestions for residents to increase their emergency preparedness, and make it widely available to City residents. |
| HS 1- 7 | Consider populations most vulnerable to weather-related emergencies in emergency response and recovery planning efforts, including evacuation routes, transportation, shelter in place locations, back-up power operations, extended access to fuel/power sources, and drinking water. This includes ensuring that there are specific plans for populations requiring mobility assistance, steps to identify and help populations disproportionately affected by extended power outages/flooding/etc., and emergency communications/outreach materials available in multiple languages and platforms. |
| HS 1- 8 | Nurture community-lead initiatives for equitable climate action that reduce resident's carbon footprint and increase climate resilience, such as transportation without cars (biking, walking, transit), tree planting, and climate friendly yards. |
| HS 1- 9 | Develop a City-based program to support individuals and families who cannot afford to purchase supplies for household emergency preparedness kits. |
| HS 1- 10 | Provide travel vouchers to vulnerable individuals to use during high heat emergencies since lack of transportation is highly correlated to heat vulnerability. |
| HS 1- 11 | Conduct a health impact assessment to identify areas with potential elevated health risks associated with climate impacts including unsafe levels of air pollution from vehicle traffic and other sources. Prioritize use of the data to implement modifying zoning or other improvements. |
| HS 1- 12 | Incentivize the use of strategies that improve air quality by reducing commercial emissions, particulate matter emissions, or other harmful pollutants. Within this incentive program, prioritize neighborhoods or census blocks with high percent of low income and minority populations. |
| HS 1- 13 | Develop resiliency hubs (i.e., community centers that can provide services during climate disasters and emergencies), starting with reviewing public facilities for adaptability. |

CAP ACTIONS

Health and Safety

HS 2: Educate, engage, and empower the public on health and safety risks of climate change impacts.

- HS 2- 1 Conduct targeted outreach to ensure that vulnerable populations are signed up for alert systems that notify them of dangerous conditions and where/how to seek shelter or other resources.
- HS 2- 2 Provide education around vegetation management of trees and how proper management can reduce storm-related power outages.
- HS 2- 3 Engage the Mounds View School District and private schools to explore the possibility of developing and implementing an environmental education-integrated curriculum.

HS 3: Ensure that the City's mission critical, emergency services and health care facilities are prepared for impacts of climate change.

- HS 3- 1 Create preparedness and recovery plans for all City divisions. After weather-related emergency events, assess response to identify effectiveness, deficiencies and resources needed to build future resilience.
- HS 3- 2 Assess facilities that serve vulnerable populations (e.g., senior centers, libraries, hospitals and clinics) for their resilience to climate hazards and have established best practices for responding to emergencies such as flooding, power outages, and extreme heat.
- HS 3- 3 Collaborate with partners to plan and establish alternative or on-site power supply at all community mission critical facilities with capacity to operate during grid failure.
- HS 3- 4 Update or develop a community resilience plan to prioritize and prepare for responses in the event of a disaster and extreme weather events. Identify the location of critical facilities including hospitals, medical service providers, senior homes, childcare facilities, shelters, major and alternate transportation routes, public transit facilities and locations where hazardous chemicals are used or stored.

HS 4: Strengthen community response capacity and social support networks.

- HS 4- 1 Build capacity and leadership within communities most vulnerable to climate change impacts by promoting, supporting and leveraging community-specific strategies, projects and events.
- HS 4- 2 Encourage cross-sector collaboration (government, business, agency, tribes, non-profit organizations) between entities working on climate change mitigation and adaptation/resiliency.
- HS 4- 3 Enhance community networks and connections for those who require special attention, such as the elderly, homebound, disabled, isolated, or those likely to be in need of financial assistance during or after extreme weather events (heat, cold and heavy precipitation); add educational on existing resources.

Health and Safety

What You Can Do

You can support the goals of the Health and Safety section of this climate action plan as an individual, household, or a business. Here are just a few things you can do:



Make your home resilient

- Put together an emergency preparedness kit for your household.
- Prepare your home for the extremes. Understand the risk of extreme weather, extreme temperatures, flooding or wildfire to your home, and take action to safeguard your home.
- Keep yourself and your family current with physicals, vaccinations and prescribed medications and therapies.
- Plan and rehearse a fire evacuation plan with everyone who lives in your home or apartment.
- Have breathing-protection masks available for you and your family for when air quality alerts are declared.
- Take first-aid and CPR certification training.



Make your community resilient

- Get involved with your community's Emergency Response Team (CERT) and join your neighbors and receive training to prepare for potential disasters.
- Notice a person who lives alone. Offer to check on them periodically, especially during extreme weather or a natural disaster.
- Notice a person who sometimes lacks transportation to their doctor, shopping or other services. Offer to drive them.
- Notice a person or family who lacks air conditioning in their home or apartment. Offer to have them visit or stay with you during extreme heat events.







Climate Economy

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Increasing the preparedness of our businesses and workforce and leveraging economic advantage of climate action.



Climate change and economy are intertwined. Unchecked climate impacts could cost the U.S. billions by century's end. EPA scientists in 2019 showed potential annual economic impacts of up to \$224 billion by 2090 due to different climate models. To achieve Paris Agreement's goals, a 2019 World Bank report suggests a carbon price of \$40-\$80 per ton, although some studies suggest \$200-\$400. Using calculations from New Brighton's Climate Vulnerability Assessment, a local carbon cost estimate is \$40 per metric ton.

The economy is also directly linked to climate action as well. One common concern is that climate action damages the economy. However, climate action today avoids the future costs associated with unmitigated climate change.

Seizing Opportunities of Global Action for The Region's Economy

The climate crisis has prompted 400 companies and nations like China and the US to set net-zero emission targets by 2050. For New Brighton, this necessitates building local capacity for climate-oriented initiatives.

Contrary to concerns, climate action supports economic development, enabling a shift to local energy and labor sources. It opens opportunities to create wealth, reduce reliance on imports, and generate jobs.

This plan outlines strategies to boost local climate action investments and expand related sectors. By doing so, New Brighton can lead in sustainable development and profit from proactive climate action, creating opportunities for residents and economic development.

Climate Hazards

In many sectors of the economy, climate change will impact consumption and costs for water and energy. Extreme weather and increasing variability in temperatures and precipitation may stress transportation systems and fleets. Increasing extreme weather hazards may threaten supply material and product supply chains.

Equity Considerations

Climate action offers job opportunities and pathways for equity and social justice. Disadvantaged communities most affected by climate change often benefit least economically. Thus, it's essential to ensure fair access to emerging green jobs.

Investments in renewable energy, energy efficiency, and public transportation create inclusive local jobs with livable wages. Cost savings from these actions can lower living costs, providing financial relief. Properly implemented, climate action can support equitable economic growth.

Sector Goals



Develop economic
Potential



Climate economy
Job Training



Increase local
business
Resilience



Sector Strategies

Click arrow
for actions

➤ CE 1: Capture local economic potential of sustainability and climate action.

Global climate goals require major investments over the next 15 years to avoid permanent economic harm. Bold measures could spur a \$26 trillion economic boost in the U.S by 2030, says the World Resources Institute. The UN notes that each dollar spent on climate action brings \$4 in benefits. Strategic planning for robust climate actions offers communities opportunities for recovery post-pandemic and lasting economic prosperity

➤ CE 2: Increase equitable workforce and entrepreneur development for the Climate Economy.

Local climate initiatives like solar energy and building weatherization generate quality 'green' jobs, retaining investments within communities and providing higher, more equitable wages. The Brookings Institute highlights their importance in transitioning to a carbon-free economy. Offering higher wages to workers with no more than a high school diploma, these jobs contribute to long-term local workforce skills, opening economic opportunities for disadvantaged individuals.

➤ CE 3: Support local businesses operations in building marketplace climate resilience.

COVID-19 showcased the domino effect of disruptions, shrinking the global economy by 4.3% or \$3.5 trillion in 2020. The Swiss Re study warns that the economic impact of climate change could surpass COVID-19's, even quadrupling in the worst-case scenario. With nearly half of top corporations, like Apple, Nestle, and 3M, reporting near \$1 trillion climate-related financial risks, strengthening climate resilience becomes crucial, especially for small and local businesses, which contribute significantly to economic activity and job creation.

➤ CE 4: Establish sustainable financing for the City's Climate Action Plan implementation.

Existing state, federal subsidies and local tax powers may fall short in funding initial resilience and adaptation initiatives due to a mismatch with traditional finance models. These investments often bear short-term costs but yield long-term value, or prevent future climate damage without immediate returns. As solutions, communities are exploring climate bonds, public-private partnerships, Climate Funds, and emissions trading programs.

CAP ACTIONS

Climate Economy

CE 1: Capture local economic potential of sustainability and climate action.

- CE 1- 1 Promote New Brighton as an environmentally friendly destination by highlighting the businesses that are taking steps to reduce resource consumption (Green Business Recognition program).
- CE 1- 2 Prioritize local businesses when contracting for City-financed energy efficiency and renewable energy projects, with special consideration given to businesses owned by women and minorities.
- CE 1- 3 Foster small business and green business development, particularly those which support the goals of this Climate Action Plan such as those that increase resources or utilization of renewable energy, energy efficiency, quality of life for vulnerable populations, improved resilience of homes and local businesses, etc.
- CE 1- 4 Explore potential partnerships to establish a New Brighton Green Business Incubator to support entrepreneurship in sustainability businesses, particularly among the community's BIPOC population.
- CE 1- 5 Explore options to collaborate to create and promote a market for Certified Compost from local sources using City of New Brighton organic waste.
- CE 1- 6 Foster small business and green business development, particularly those which support the goals of this Climate Action Plan such as those that increase resources or utilization of renewable energy, energy efficiency, quality of life for vulnerable populations, improved resilience of homes and local businesses, etc.

CE 2: Increase equitable workforce and entrepreneur development for the Climate Economy.

- CE 2- 1 Collaborate with the School District, local community colleges, unions, local non-profit/community organizations, and employers to establish a paid Green Jobs apprenticeship and internship program. Program to facilitate the hiring of program graduates through the promotion and subsidized internship placement with employers within the City of New Brighton. Explore establishing a cost sharing / resource sharing component with the businesses benefiting from internships. Program to prioritize internship candidates from households with low income and people from under represented populations.
- CE 2- 2 Identify and collaborate with specific programs to train residents of low and middle income communities for jobs in the green economy. Coordinate with Work One, Minnesota DEED, Mounds View School District, St. Anthony - New Brighton School District, Anoka-Ramsey Community College and other partners.
- CE 2- 3 Collaborate to establish a jobs training program focused on building workforce with deconstruction skills and capacities. Job training program should focus on establishing job skills and placement for low income individuals.
- CE 2- 4 Promote alternatives to traditional building demolition such as relocation, deconstruction and salvage. Identify and collaborate with a jobs training program focused on building workforce with deconstruction skills and capacities. Job training program should focus on establishing job skills and placement for low income individuals.

CAP ACTIONS

Climate Economy

CE 3: Support local businesses operations in building marketplace climate resilience.

- | | |
|---------|--|
| CE 3- 1 | Promote the awareness of Habitat For Humanity's New Brighton ReStore Facility for reusable furnishings and salvage including construction / demolition materials. |
| CE 3- 2 | Support climate resilience of local economy by preparing water, road, utilities, and other public infrastructure for increased demands from climate change based on city's Climate Risk and Vulnerability Assessment, Emergency Management Plan, and State climate change data and projections. |
| CE 3- 3 | Provide assistance vetting contractors offering energy, waste, and water audits and efficiency upgrades, renewable energy installations, and EV readiness assessments or equipment installations to local businesses. Contractor vetting should include clear indication of important equity considerations such as "small locally owned business", "Woman owned business", and "BIPOC owned business". Include information on financing options such grants and low/no cost assistance. |
| CE 3- 4 | Create an online assessment of business' vulnerability/resiliency, including the following topics and content:
Incentives or Tax breaks available
Zero Waste improvements
Climate Resiliency
Energy: efficiency and renewables
Emergency Response |
| CE 3- 5 | Work with community businesses to explore the creation of an incentivized "buy local" campaign to enhance resilience of small local businesses. |

CE 4: Establish sustainable financing for the City's Climate Action Plan implementation.

- | | |
|---------|---|
| CE 4- 1 | Monitor and identify available federal grants supporting climate action, particularly those from the Inflation Reduction Act and Infrastructure Investment and Jobs Act. |
| CE 4- 2 | Advocate climate action related funding at State level including support of new state multimodal transportation funding source for transit, bicycle and pedestrian services and facilities and statewide carbon tax or carbon cap generating new decarbonization funding sources. |
| CE 4- 3 | Establish a policy that accounts for all energy efficiency, fuel efficiency, and renewable energy operational cost savings of City buildings and fleets. All savings achieved outside of a performance contract to be invested into a Climate Action Fund as one source of financing for the City's climate action efforts. |
| CE 4- 4 | Utilize City Franchise Fee increases to special use funds for relevant climate action plan implementation. |
| CE 4- 5 | Explore the potential of a Carbon Impact Fee that would generate funds to be used for climate mitigation and adaptation implementation. |

Climate Economy

What You Can Do

You can support the goals of the Climate Economy section of this climate action plan as an individual, household, or a business.

Here are just a few things you can do:



Support sustainable businesses

- Shop at small, locally owned businesses.
- Support businesses that have transparent and sustainable practices.
- Talk to your children about sustainability and how we can all be more sustainable in our daily lives – including our purchases and businesses we support.



Support local workers

- Mentor a young person to support them in their studies and careers.
- Encourage the young people in your life to gain job experience and skills development in line with the climate economy such as in renewable energy.



Explore opportunities

- Explore opportunities for a [climate solutions](#) career, a job in [climate tech](#), [sustainability](#), [social impact](#), or learn more about [sustainable career pathways](#).
- Access entrepreneurship resources through the State of Minnesota's [Small Business Assistance Office](#) to learn how to start a small business.
- Explore opportunities for support through the State of Minnesota's [Small Business Environmental Technical Assistance Program](#).



Make your business resilient

- Access information on [sustainable business practices](#) through the State of Minnesota's Pollution Control Agency.
- Create a [Disaster Preparedness Plan](#) for your business.





Implementation and Cross Pollinating

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Cross-Pollinating Actions are foundational or organizational recommendations that apply to multiple Sectors.



The first few years after plan adoption are critical to its success. Establishing roles and identifying funding will help establish the implementation phase of the plan and ensure the community is on track to achieve its goals. This plan includes robust goals for significant greenhouse gas (GHG) emission reductions and addressing climate resilience. This vision requires commitment and integration of the CAP into local government operations, functions, and services. Ultimately, however, successful implementation of this Climate Action Plan will require the support and commitment of New Brighton residents and businesses.

Implementation is For Everyone

The causes and impacts of climate change are broad. Solving it must be equally broad. Some actions will need to be led by City Council, City departments, and/or the business community. In addition, there are steps that households and individuals can take to make an impact. Ultimately, achieving the visionary goals outlined in this plan will require engagement and a sense of responsibility not only by the City of New Brighton leadership and staff, but by the community as well.

Climate Action Implementation is a Journey

Starting a decade-long Climate Action Plan (CAP) entails uncertainties, especially regarding future technologies, costs, and regulations, making a full initial cost-benefit analysis impracticable. This journey will require rolling adjustments to actions that guide New Brighton towards its climate goals. Actions that impact policy, ordinances, or city expenses will need City Council approval, ensuring flexibility and adherence to intent.

Cross Pollinating Actions

The strategies and actions of this section are intended to broadly support the implementation of this Climate Action Plan.

Implementation Support Tools

To support the City in its initial implementation phase, the paleBLUEDot team has created tools to support implementation:

Implementation and Monitoring Matrix:

Excel based tool supporting action implementation and monitoring.

Example Climate Action Policies and Ordinances

The paleBLUEDot team has assembled example policies and ordinances supporting some of the strategies and actions included in the City's Climate Action Plan. The examples can be found on the following webpage:

<https://palebluedot.llc/new-brighton-cap-policy-examples>



Sector Strategies

Click arrow
for actions

➤ CP 1: Continue to build internal capacity for support of climate action plan implementation.

Internal capacity is crucial for effective Climate Action Plan implementation, enabling effective planning, coordination, and execution of strategies, and fosters a collaborative culture for climate-conscious decision making.

➤ CP 2: Facilitate external support needed for climate action plan implementation.

Broad community participation in a climate action plan fosters shared ownership, enhances resilience through diverse perspectives, promotes equitable outcomes, increases implementation efficiency, and strengthens public support, crucial for long-term success and sustainability.

➤ CP 3: Maintain appropriate funding to support plan implementation.

Adequate municipal funding is crucial for climate action implementation. It ensures feasibility, supports infrastructure upgrades, enables green initiatives, sustains momentum, and demonstrates commitment to sustainability goals.

CAP ACTIONS

Cross Pollinating

CP 1: Continue to build internal capacity for support of climate action plan implementation.

-
- CP 1-1 The City Manager will work with staff to develop an annual implementation plan that specifies a work sequence and timeline for implementation tasks for each fiscal year, estimates necessary funding and staffing resources, and outlines an accountability process, to be presented to relevant City Commissions and Council for comment and finalization within the City's annual budgeting process. Progress updates will be reported to the Parks, Recreation, and Environmental Commission (or other designated commission) and City Council on a semi-annual basis.
-
- CP 1-2 Establish clear guidance and direction for the participation in and support of the CAP implementation actions by all City of New Brighton departments. Encourage continuing education of municipal staff relevant to the Climate Action Plan. For example, encouraging engineering staff to earn continuing education credits related to bicycle infrastructure.
-
- CP 1-3 Establish a City "CAP Team" comprised of staff representatives from all key City departments. The task of the CAP Team should be to meet regularly to support the initial and on-going prioritization and implementation of annual implementation actions and projects and to support reporting and progress updates. CAP Team to request resources, guidance, or assistance, if needed to make planned progress.
-
- CP 1-4 Establish and implement a policy to review existing and future City of New Brighton policy and ordinance changes as well as building and zoning variance requests against the goals, strategies, and actions of this Climate Action Plan to ensure alignment of changes with this plan.
-
- CP 1-5 Fund and support sustainability staffing required to:
- Facilitate discussion among large users to reduce emissions through business and industrial strategies.
 - Participate in technical resource programs as they are available through County, Regional, State, Federal, and non-profit provider partners.
 - Support City of New Brighton department managers and staff as they implement CAP actions within their service area or area of expertise.
 - Convene the internal City of New Brighton CAP Team.
 - Ensure the establishment and maintenance of a City of New Brighton Climate Action webpage supporting CAP resources for the community.
 - Coordinate and organize volunteer groups and events.
 - Engage City boards and commissions to ensure the CAP is integrated into their work plans.
-
- CP 1-6 Review Climate Action Plan implementation progress and impacts on a regular basis (1-2 year cycle). Review should include development of an updated community-wide and municipal operations GHG inventory. Strategies and actions should be reviewed for implementation progress and for continued appropriateness. Based on the review, adjust, add, and remove detailed CAP actions as appropriate.
-

CAP ACTIONS

Cross Pollinating

CP 2: Facilitate external support needed for climate action plan implementation.

- CP 2-1 Identify an existing commission or establish a commission to act as a primary community member body to support the implementation of the CAP. Commission's annual work plans should include support of the implementation of the Climate Action Plan; supporting City staff in any relevant departments; receiving updates on City CAP projects and progress; being provided with opportunity to comment on identification of annual CAP implementation priorities, projects, and budgets; and providing input on plan adjustments as needed.
- CP 2-2 Establish a roster of New Brighton Climate Action spokespeople comprised of regional celebrities and well regarded regional community members to support building regional awareness of climate action, benefits, and the City's plan.
- CP 2-3 Establish a coordinated communication and education campaign supporting the communication and educational needs of each of the CAP sections. The campaign should also look to help community members:
- Understand climate change in general, anticipated impacts, and the function and importance of implementing a Climate Action Plan.
 - Understand why change at the individual, community, City, and business level needs to occur,
 - The role of individuals, households, and businesses in making change
 - How to make those changes correctly, and
 - What the benefit/incentive to them might be; for example, articulating that switching to solar energy and or an electric bus fleet might help reduce bills
- CP 2-4 Continue and expand sustained outreach and engagement efforts that seek to build and maintain direct relationship with under-resourced, traditionally marginalized, and climate vulnerable communities within New Brighton.
- CP 2-5 Establish jurisdictional partnerships that advance CAP strategies to advance and accelerate action. This can include government entities like Ramsey County, the State of Minnesota; utilities like Xcel Energy; institutions like Mounds View School District, St. Anthony - New Brighton School District; New Brighton businesses, and community groups.

CP 3: Maintain appropriate funding to support plan implementation.

- CP 3-1 Establish and maintain a database of federal funding, incentives, and grants available to support regional and local government climate action implementation resulting from the Inflation Reduction Act (IRA), Infrastructure Investment and Jobs Act (IIJA) and others. Explore opportunities for grant submissions, including collaboration with other communities or entities.
- CP 3-2 Maintain a budget and identify funding sources for staff dedicated to the implementation of the CAP.
- CP 3-3 Identify a budget necessary to support projects on an annual basis as per annual implementation plans.
- CP 3-4 Utilize no-cost technical assistance offerings as available.



Energy Action Plan



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An Energy Action Plan for the City of New Brighton

2023



 **Xcel Energy®**
PARTNERS IN ENERGY
An Xcel Energy Community Collaboration

ACKNOWLEDGEMENTS

Thank you to the following individuals who contributed many hours of service to developing this Energy Action Plan.

The content of this plan is derived from a series of planning workshops hosted by Xcel Energy's Partners in Energy. Xcel Energy is the main electric and gas utility serving New Brighton. Partners in Energy is a two-year collaboration to develop and implement a community's energy goals. For more information about the planning workshops, see Appendix C: Xcel Energy's Partners in Energy Planning Process.

Energy Action Team	
Name	Affiliation
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Jennifer Fink	Parks and Recreation Director, City of New Brighton
Carl Gillies	DCAD Technician
Jason Hicks	Assistant Director of Parks and Recreation
Jeff Johnson	Facilities Manager (Parks and Recreation)
Matt Moen	Resident
Erik Odden	Resident
Julia O'Rourke	Resident & Parks, Recreation and Environmental Commission
Craig Schlichting	Director of Community Assets and Development
Steve Sylvestre	Resident
Elizabeth Welsh	Resident
Mary Zaudtke	Resident
Partners in Energy Team	
Adam Burr	Account Manager, Xcel Energy
Deirdre Coleman	Partners in Energy Community Facilitator
Matthew Douglas-May	Partners in Energy Community Facilitator
Tami Gunderzik	Manager of Partners in Energy, Xcel Energy
Paolo Speirn	Partners in Energy Community Facilitator
Michael Wilhelmi	Community Relations Manager, Xcel Energy

This Energy Action Plan was funded by and developed in collaboration with Xcel Energy's Partners in Energy. Partners in Energy shall not be responsible for any content, analysis, or results if New Brighton has made modifications to the plan.

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GLOSSARY OF TERMS

15 x 15: Xcel Energy’s privacy rule, which requires all data summary statistics to contain at least 15 premises, with no single premise responsible for more than 15% of the total. Following these rules, if a premise is responsible for more than 15% of the total for that data set, they are removed from the summary.

Beneficial Electrification: The transition from fossil fuels to electricity where benefits are achieved through reduced emissions and energy costs.

British Thermal Unit (BTU): The amount of heat needed to raise one pound of water at maximum density through one-degree Fahrenheit.

Carbon-free: Carbon-free refers to sources of energy that will not emit additional carbon dioxide into the air. Wind, solar and nuclear energy are all carbon-free sources but only wind and solar are renewable.

Carbon-neutral: Carbon-neutral, also described as “net zero”, could include carbon-free sources but is broader and refers to energy that removes or avoids as much carbon dioxide as is released over a set period of time. Carbon-neutral is sometimes used to describe a site that produces an excess amount of electricity from a renewable energy source, such as solar, compared to what it consumes. That excess energy is put back into the grid in an amount that offsets the carbon dioxide produced from the electricity it draws from the grid when it is not producing renewable energy.

Climate Action Plan (CAP) and Climate Action Team: The climate plan that was developed through the City of New Brighton is formally named the Climate Action Plan. The Climate Action Team is the team of volunteers who committed to develop the actions in that plan. The Energy Action Team is a subset of the Climate Action Team.

Demand Side Management (DSM): Modification of consumer demand for energy through various methods, including education and financial incentives. DSM aims to encourage consumers to decrease energy consumption, especially during peak hours, or to shift time-of-energy use to off-peak periods such as nighttime and weekend.

Energy Burden: Percentage of gross household income spent on energy costs.

Energy Reduction: The result of behavior changes that cause less energy to be used. For example, setting the thermostat to a lower temperature *reduces* the energy used in your home during the winter. Since energy reductions can be easily reversed, they are not accounted for when calculating changes in energy usage.

Energy Savings: Energy savings come from a permanent change that results in using less energy to achieve the same results. A new furnace uses X% less energy to keep your home at the same temperature (all things being equal), resulting in energy *savings* of X%. For accounting purposes, energy savings are only counted in the year the new equipment is installed.

Greenhouse Gases (GHG): Gases in the atmosphere that absorb and emit radiation and significantly contribute to climate change. The primary greenhouse gases in the earth's atmosphere are water vapor, carbon dioxide, methane, nitrous oxide and ozone.

Grid Decarbonization: The reduction in the carbon intensity of electricity provided by electric utilities through the addition of low- or no-carbon energy sources to the electricity grid.

Kilowatt-hour (kWh): A unit of electricity consumption.

Million British Thermal Units (MMBtu): A unit of energy consumption that allows electricity and natural gas consumption to be combined.

Metric Tons of Carbon Dioxide Equivalent (MTCO₂e or MTCO₂e): A unit of measure for greenhouse gas emissions. The unit "CO₂e" represents an amount of a greenhouse gas whose atmospheric impact has been standardized to that of one unit mass of carbon dioxide (CO₂), based on the global warming potential (GWP) of the gas.

Megawatt (MW): A unit of electric power equal to 1 million watts.

Premise: A unique combination of service address and meter. For residential customers, this is the equivalent of an individual house or dwelling unit in a multi-tenant building. For business customers, it is an individual business, or for a larger business, a separately metered portion of the business's load at that address.

Renewable Energy Certificate (REC): For every megawatt-hour of clean, renewable electricity generation, a renewable energy certificate (REC) is created. A REC embodies all the environmental attributes of the generation and can be tracked and traded separately from the underlying electricity. Also known as a Renewable Energy Credit.

Resilience: The ability to prepare for and adapt to changing conditions and withstand and recover rapidly from disruptions. Resilience includes the ability to withstand and recover from deliberate attacks, accidents, or naturally occurring threats or incidents.

Solar Garden: Shared solar array with grid-connected subscribers who receive bill credits for their subscriptions.

Solar Photovoltaic (PV): Solar cells/panels that convert sunlight into electricity (convert light, or photons, into electricity, or voltage).

Subscription: An agreement to purchase a certain amount of something in regular intervals.

Therm (thm): A unit of natural gas consumption.

NEW BRIGHTON

Energy Action Plan

As part of the Climate Action Plan, the City of New Brighton, community members, and Xcel Energy's Partners in Energy created this Energy Action Plan to measure trackable targets and implementation strategies for achieving the city's energy goals. The Energy Action Plan elaborates on the Building Energy section of the Climate Action Plan.

COMMUNITY VISION

New Brighton is a community that leads by example, promoting clean energy through education and action. By prioritizing energy efficiency, equity and renewable resources, we are creating a sustainable and resilient city that serves as a model for others. Together, we can build a healthier, more prosperous future for all.

FOCUS AREAS

Energy Efficiency



Renewable Energy

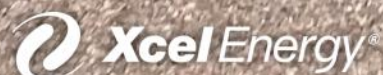


Beneficial Electrification



GOAL

Reduce energy-related greenhouse gas emissions **34%** by 2030 from a 2021 baseline.



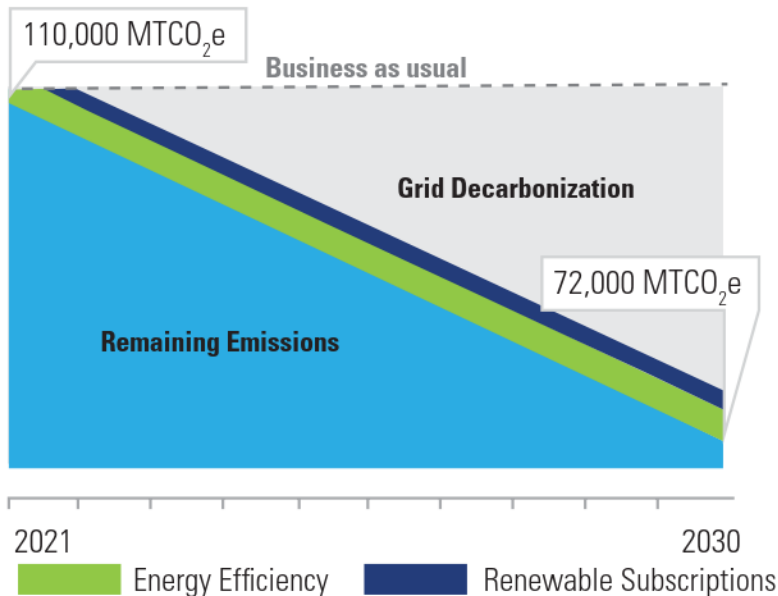
PARTNERS IN ENERGY
An Xcel Energy Community Collaboration



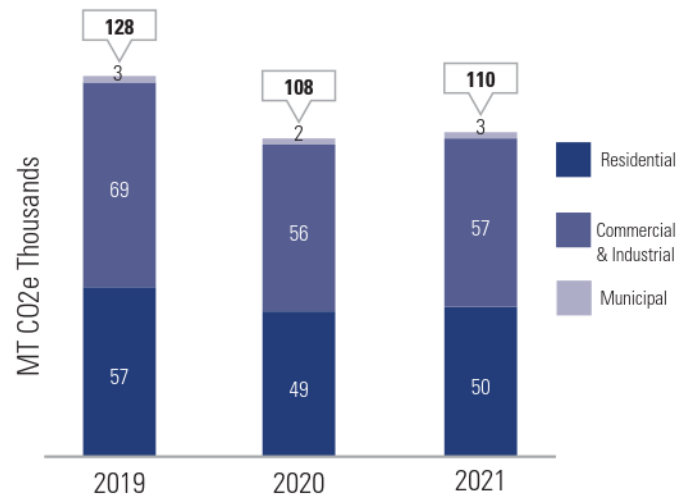
HIGH-LEVEL STRATEGIES

Through this plan's strategies, New Brighton will strive toward increasing energy efficiency in residential, commercial and industrial, and municipal buildings. We will continue to adopt renewable energy through on-site and subscription programs that may include solar, wind and geothermal technologies that help us reach our goals and targets. Through community outreach, businesses engagement and city policy development, this plan will save energy and money for residents and businesses of all income levels and reduce city-wide greenhouse gas emissions.

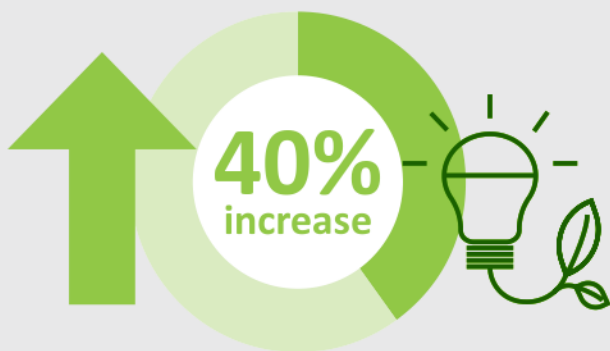
Greenhouse Gas Emission Reduction Scenario



GHG Emissions from Energy

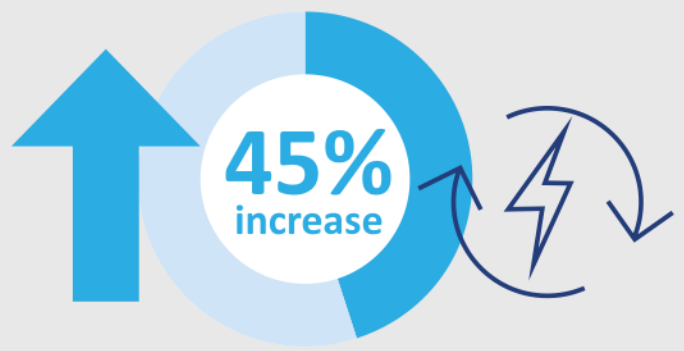


IMPACT AND RESULTS OF PLAN IMPLEMENTATION



Energy Efficiency Target

Increase energy savings by **40%** on community-wide electricity and natural gas energy by 2030.



Renewable Energy Target

Increase residential and commercial & industrial subscribers in Xcel Energy renewable energy subscription offerings by **45%** by 2030.

The content of this plan is derived from a series of planning workshops hosted by Xcel Energy's Partners in Energy. Thank you to the New Brighton Energy Action Team who contributed many hours of service to creating our vision, goals, and strategies for this plan.



INTRODUCTION

New Brighton has been making strides toward sustainability and clean energy in several ways, including city facility upgrades, establishing an environmental commission, and supporting renewable energy.

Highlights of New Brighton's sustainability work include:

- The City of New Brighton is a [Step 5, Green Step City](#) achieved through benchmarking public buildings, upgrading the lighting in public buildings and outdoor spaces to efficient and timed LEDs, adopting efficient fleet vehicles and management software, updating zoning codes that encourage resilient residential and commercial/industrial growth, adopting sustainable purchasing policies, and engaging the public to ensure equity in the city's sustainability work.
- A citizen-led Parks, Recreation and Environmental Commission tasked with providing input to the City Council on environmental initiatives and practices. Through successful engagement on sustainability projects, the city has a contact list of residents who are interested in sustainability topics and projects.
- The City has installed a number of large solar arrays on municipal buildings and is working to install electric vehicle charging stations at more than ten City facilities.
- There is strong community support within New Brighton for sustainable and resilient climate efforts and the City's leadership is responsive to that momentum.

This Energy Action Plan was developed in tandem with a broader Climate Action Plan that will both guide the City's sustainability projects and make a case for acquiring available funding for those efforts.

Why We Want an Energy Action Plan

The City of New Brighton wanted to create a standalone Energy Action Plan in addition to the climate plan to take on one of the larger carbon-emitting sectors within the city with greater attention to the community's unique needs, greater access and attention to energy use and utility data, and to aid in accessing specific funding for energy projects by having documented strategies to guide their work. The City also wanted to build a stronger relationship with Xcel Energy and access Partners in Energy program resources, expertise and community connections that are provided through its offerings and partnerships. These planning and implementation resources and access to energy expertise can help the

City identify and incorporate the community's energy needs and develop new energy standards as other planning and development takes place.

Our Engagement & Outreach Process

The creation of this Energy Action Plan was a six-month process to help our community characterize its energy use, identify energy-related goals, and develop engaging strategies to guide change toward our energy future. Starting in February 2023, the Energy Action Plan was driven by a series of planning workshops both held with a larger climate planning team and as its own subgroup as an Energy Action Team. In addition to City staff, this team comprised community volunteers from New Brighton representing city commissions, homeowners, renters, and business owners. The planning meetings were held virtually as well as in the community where team members were asked to share their unique energy priorities in collaboration with City of New Brighton and Xcel Energy's Partners in Energy representatives. By the numbers, we engaged 12 Energy Action Team members, as well as the 24 members of the climate planning team working on the other components of the Climate Action Plan. The team attended five workshops where energy was a focus, and used the input related to energy from hundreds of surveys completed by a larger swath of the community. See Appendix C: Xcel Energy's Partners in Energy Planning Process for more information about the planning process and Xcel Energy Partners in Energy.

Figure 1. Energy Action Team at the Partners in Energy Workshop 4b





WHERE WE ARE NOW

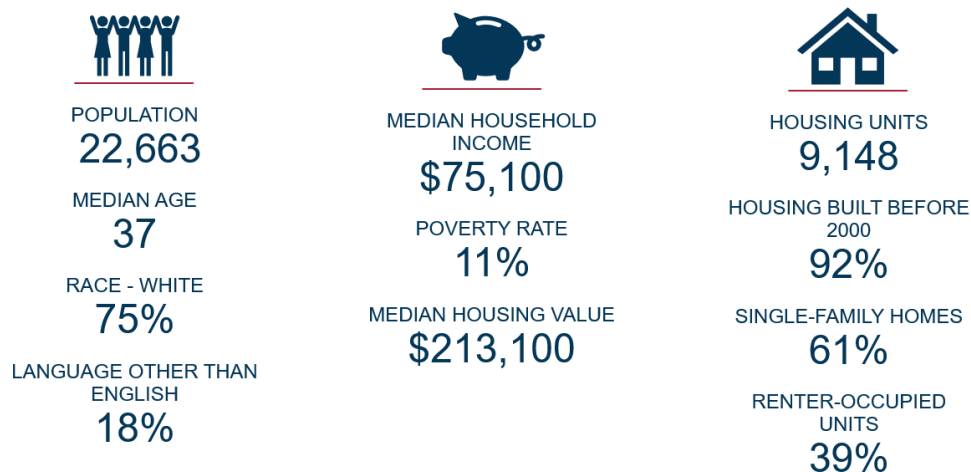
An integral part of the Partners in Energy planning process is reviewing historic energy data that informs our community's energy baseline. Xcel Energy provided data on energy use, energy conservation program participation and savings, and renewable energy program participation and generation for New Brighton as detailed in the following sections. See Appendix A: Baseline Energy Analysis for a comprehensive picture of New Brighton's baseline energy data.

Community Demographics¹

As of 2020, New Brighton's population of just over 22,500 lived in approximately 9,000 housing units. Eighteen percent of residents speak a language other than English and 75% of residents identify as white. New Brighton's poverty rate of 11% falls squarely in the range of some peer cities. With 92% of its housing built before 2000, most New Brighton residents live in housing stock with significant opportunity for energy efficiency improvements because of age and older building codes. Additionally, 39% of units in New Brighton are renter-occupied, a higher proportion than New Brighton's peer cities. This presents unique opportunities for energy efficiency measures targeted at renter-occupied units.

¹ Demographic data sourced from US Census Bureau American Community Survey, 2020 5-year estimates

Figure 2. An overview of New Brighton's community demographics. (Source: American Community Survey)



SOURCE: American Community Survey, 2020 5-year estimates

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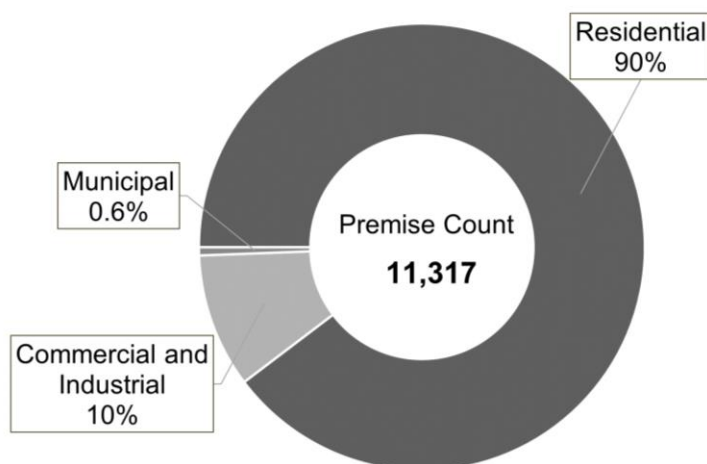
Energy Use and Savings

Premises

Xcel Energy provides electricity and natural gas to New Brighton residents and businesses. In 2021, New Brighton consisted of 11,317 distinct utility premises, which are a unique combination of service address and meter. For residential customers, this is the equivalent of an individual house or dwelling unit in a multi-tenant building. For business customers, it is an individual business, or for a larger business, a separately metered portion of the business' load at that address.²

Most New Brighton premises are residential, with a small number of commercial and industrial premises and a smaller portion of municipal premises rounding out the total (Figure 3).

Figure 3. Total premises by sector, 2021.



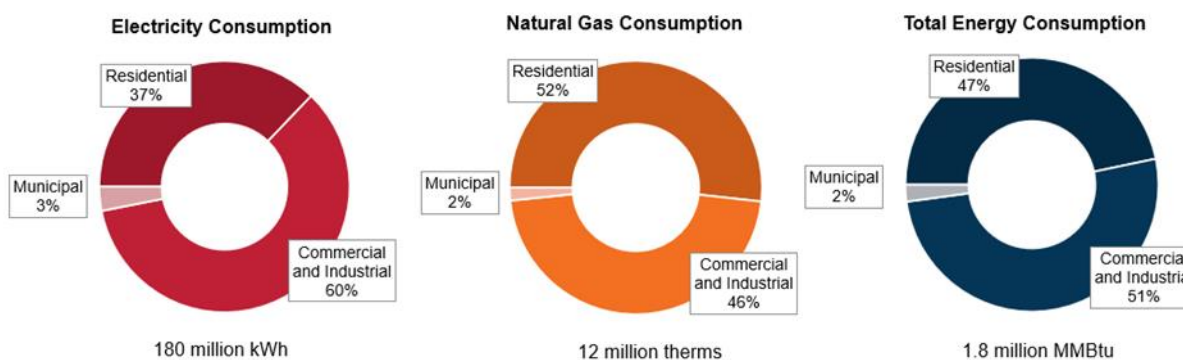
Grid Energy Use

On average, the New Brighton community consumes 180 million kWh of electricity and 12 million therms of natural gas across all sectors per year. Although the commercial and industrial sector only makes up 10% of

² Please refer to *Glossary of Terms* for more detail on energy terms used in this plan.

premises, it accounts for over half of total energy consumption (Appendix A: Baseline Energy Analysis). Commercial and industrial premises use significantly more energy on average per premise than residential ones, a pattern typical of cities like New Brighton.

Figure 4. Average annual energy consumption by sector, 2019–2021.



Total energy consumption was calculated using both electricity and natural gas consumption converted into British thermal units, a unit of measure that allows electricity and natural gas to be compared based on a common measure of energy potential.

During the three-year baseline period, New Brighton’s overall electricity consumption decreased slightly by 1.5%. Electricity consumption in the residential sector increased by 8.2% during the three-year baseline while commercial consumption decreased by 6.5%, leading to the small overall change. The growth in residential electricity consumption could be due to progressively hotter summers over the three-year baseline, driving higher use of air conditioning. New Brighton’s natural gas consumption decreased across all sectors during the baseline period, with a total decrease from 2019 of 12.4% (**Figure 6**). This correlates with the decrease in heating degree days each successive year, indicating milder winters and a decreased demand for natural gas for space heating. This data crossed pandemic years, which had little impact on the overall usage data.

Figure 5. Electricity consumption by sector, 2019–2021

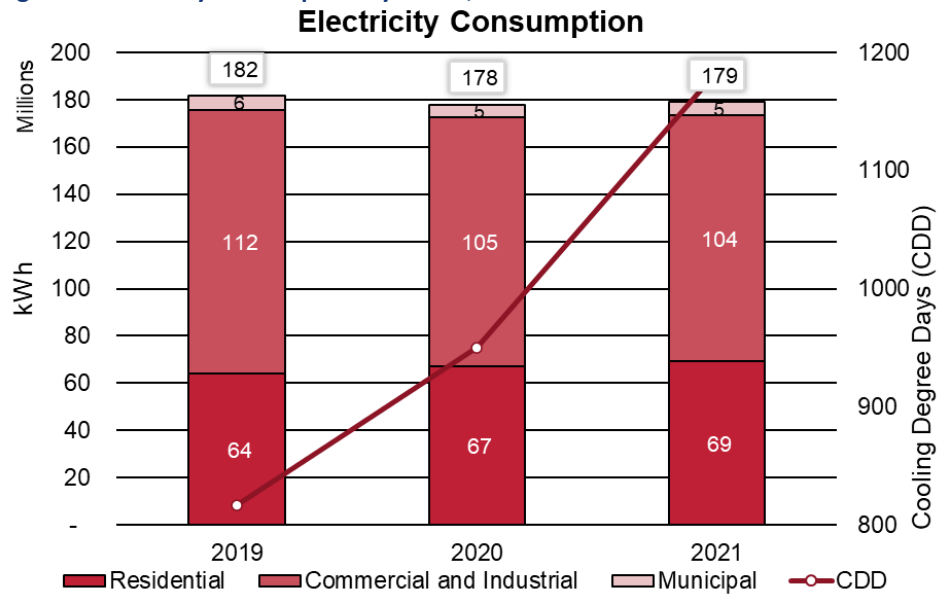
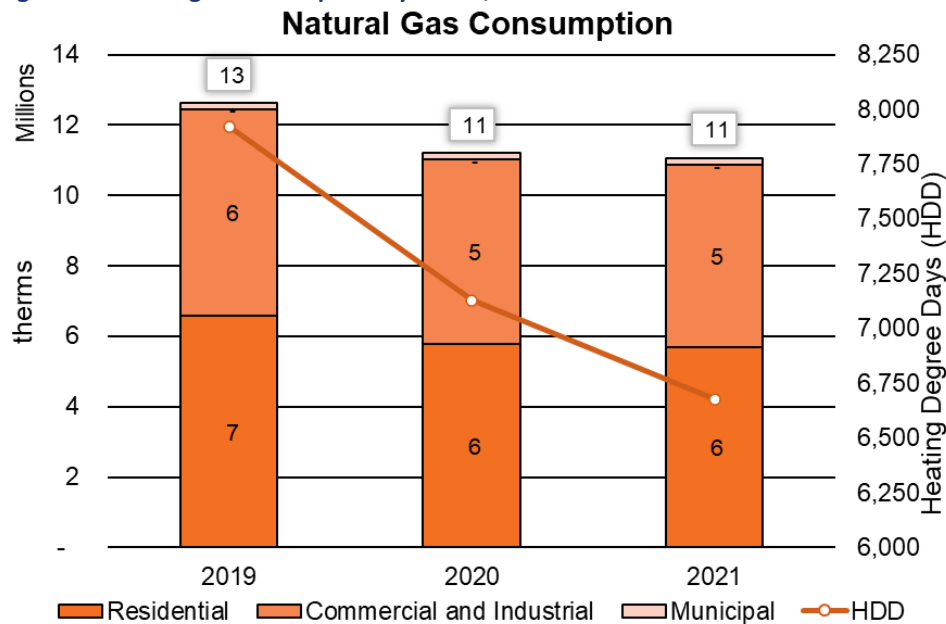


Figure 6. Natural gas consumption by sector, 2019–2021.



Energy Costs

During an average year, New Brighton spends an estimated \$27 million on energy for both electricity and natural gas (Figure 7). Close to half of these costs are being paid by the residential sector, with total annual average energy costs at \$12.3 million. A residential premise spends an average of \$1,225 annually on electricity and natural gas. The commercial and industrial sector spends the most on energy, averaging \$13.7 million annually on energy costs. While costs fluctuate greatly for commercial and industrial premises based on size and industry, on average these premises spend \$12,500 annually (Table 1).

Figure 7. Average total energy costs by sector, 2019–2021.

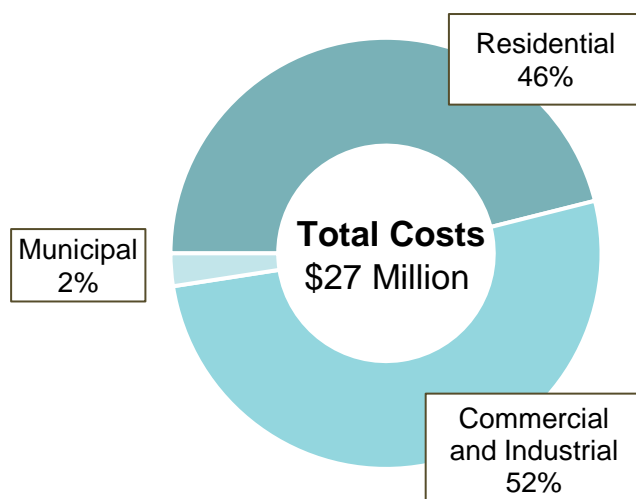


Table 1. Average annual energy costs by sector, 2019–2021.

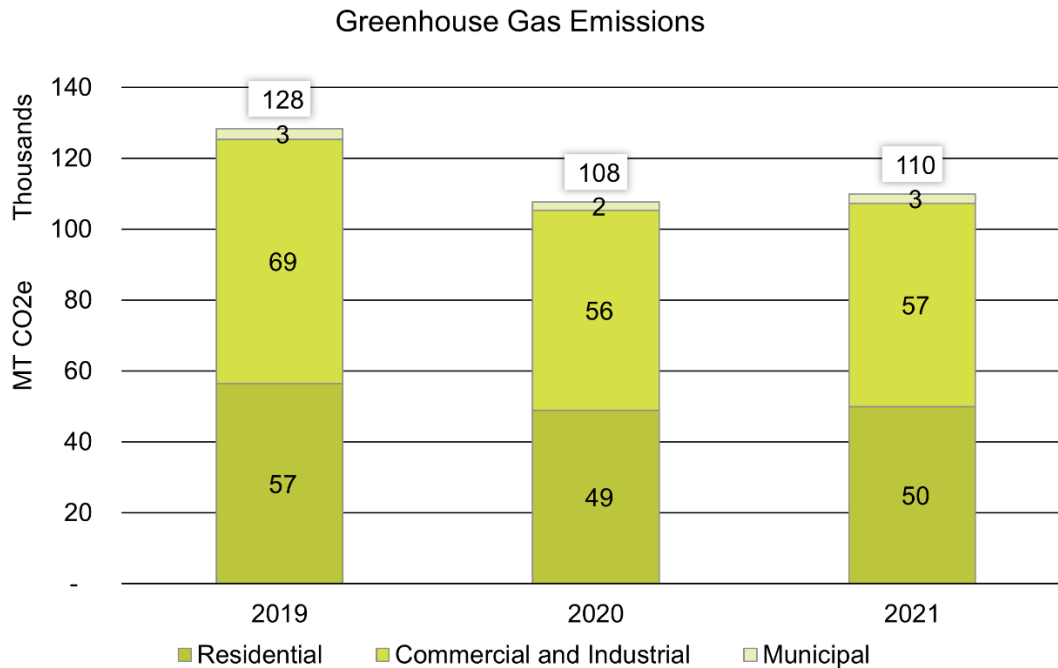
Sector	Electricity Costs	Natural Gas Costs	Costs per Premise
Residential	\$8.5 million	\$3.7 million	\$1,225
Commercial & Industrial	\$11 million	\$2.8 million	\$12,500
Municipal	\$550 thousand	\$100 thousand	\$10,000

Greenhouse Gas Emissions

Greenhouse gas emissions are calculated for both electricity and natural gas consumption for all sectors in New Brighton.³ New Brighton’s energy-related greenhouse gas emissions in 2019 amount to 128,000 metric tons of carbon dioxide equivalent (MTCO₂e). Like total energy consumption, New Brighton’s commercial sector accounts for just over half of energy-related greenhouse gas emissions. Emissions dropped from 2019 to 2020 in all sectors, then increased slightly from 2020 to 2021.

³ Electricity emissions are calculated using Xcel Energy’s preliminary and certified emissions factors for their Upper Midwest Fuel Mix for 2019, 2020 and 2021. Emissions factors used during the planning process to calculate electricity consumption greenhouse gas emissions may change as Xcel Energy completes third-party verification for its emissions intensities. See Table 144Table 13 for the emissions factors used to calculate New Brighton’s energy-related emissions.

Figure 8. Energy-related greenhouse gas emissions, 2019–2021.



Renewable Energy

New Brighton residents and businesses use subscription programs and on-site options to support renewable energy. In New Brighton, most renewable energy support is in the residential sector, where 581 residents support renewable energy through subscription programs and 112 residents have on-site solar installations. Fewer commercial/industrial customers participate in renewable energy offerings with 11 renewable energy program subscribers and 36 on-site installations. However, commercial/industrial customers have larger subscriptions and installations per premise. As a result, residential and commercial/industrial customers source roughly the same amount of electricity from renewable energy offerings.

Table 2. Xcel Energy renewable energy program support, 2021.

	Residential	Commercial & Industrial
Subscription Programs - Windsource® & Renewable*Connect®		
Subscriber Count	539	8
Total Annual Electricity Subscribed (kWh)	1,940,000	770,000
Percent of Sector Xcel Energy Electricity Use	2.8%	0.7%
Community Solar Gardens - Solar*Rewards® Community		
Subscriber Count	42	3
Total Annual Electricity Subscribed (kWh)	306,300	1,509,300
Percent of Sector Xcel Energy Electricity Use	0.4%	1.5%
On-site Solar - Solar*Rewards® and Net-Metering		
Participant Count	112	36
Total Electricity Capacity (kW)	866	1,412
Total Xcel Energy Renewable Energy Support⁴		
Subscriber Count	581	11
Total Annual Electricity Subscribed (kWh)	2,246,300	2,279,300

Energy Efficiency Program Participation & Savings

Both residents and commercial/industrial premises participate in Xcel Energy's efficiency programs where they can receive rebates for upgrading equipment, receive a building audit to understand their efficiency opportunities or manage their demand through rate savings programs. Participation in these programs result in energy savings for participants. New Brighton's residents and commercial/industrial premises saved an annual average of 1.7 million kWh and 82,700 therms during the baseline period (Table 3) by participating in Xcel Energy's efficiency programs.

Table 3. Average annual program participation and energy savings, 2019–2021.

Program Sector	Average Annual Participation	Average Electricity Savings (kWh)	Average Natural Gas Savings (therms)
Residential	824	267,119	45,028
Commercial & Industrial	90	1,399,368	37,634
Total	914	1,666,487	82,662

New Brighton residents and businesses rely on a few key programs from Xcel Energy to help them improve efficiency (Table 4). The Residential Heating and Cooling rebate program, where residents receive rebates for upgrading to more efficient equipment, had the most participants and results in the most savings, but programs like Home Energy Squad, a home energy audit program, and the Refrigerator Recycling, a recycling rebate program, also resulted in significant savings. In the commercial and industrial sector, the Lighting Efficiency and Small Business Lighting programs that offer audits and rebates for businesses to upgrade to more energy efficient lighting had the most participants and

⁴ Excludes on-site solar due to behind the meter electricity generation.

highest savings. Other programs like Xcel Energy's new construction program Energy Design Assistance had lower participation but still resulted in meaningful energy savings (Table 5).

Table 4. Average annual participation in top residential programs, 2019–2021.

Residential Program	Average Annual Participation	Average Electricity Savings (kWh)	Average Natural Gas Savings (therms)
Home Energy Squad	23	27,229	997
Insulation Rebate	22	3,472	6,712
Low-Income Home Energy Squad	6	5,344	279
Refrigerator Recycling	54	41,645	-
Residential Heating and Cooling	279	121,118	31,965
Smart Thermostat	57	2,805	1,483

Table 5. Average annual participation in top commercial and industrial programs, 2019–2021.

Commercial Program	Average Annual Participation	Average Electricity Savings (kWh)	Average Natural Gas Savings (therms)
Energy Design Assistance	1	249,811	18,283
Fluid System Optimization	2	97,465	-
Heating Efficiency	15	-	12,144
HVAC+R Efficiency	8	22,774	2,690
Lighting Efficiency	27	403,210	-
Multi-Family Building Efficiency	7	32,377	1,252
Small Business Lighting	18	536,719	567



WHERE WE ARE GOING

Energy Vision Statement

During the planning process, the Energy Action Team created a vision statement for this Energy Action Plan. This statement reflects the planning team members' thoughts on what successful implementation of this plan will bring to the community and helped guide the planning process.

New Brighton is a community that leads by example, promoting clean energy through education and action. By prioritizing energy efficiency, equity, and renewable resources, we're creating a sustainable and resilient city that serves as a model for others. Together, we can build a healthier, more prosperous future for all.

Focus Areas

To achieve a community-wide commitment to energy stewardship, the Energy Action Team identified the following focus areas to categorize and prioritize strategies and resources.

- **Energy Efficiency:** Saving energy through weatherization, efficient appliances, and other efficient technologies. This focus area was identified as the first step toward a clean energy transition and will focus on reducing energy spending and energy burden for consumers in New Brighton.

- **Renewable Energy:** This focus area was chosen as the means to reduce greenhouse gas emissions and improve the health of the community. This focus area's intent is to include all renewable energy options as they are available and feasible, including solar, wind and geothermal.
- **Beneficial Electrification:** Beneficial electrification was identified as a key focus area to reduce greenhouse gas emissions and improve the indoor air quality of our homes and buildings. Beneficial electrification also describes the transition to electric appliances and heating and cooling as an equitable transition that does not raise utility costs for or put more burden on community members.

These focus areas were chosen to parallel to the City's Climate Action Plan focus recommendations.

Goals and Energy Action Impact

The Building Energy Section of the Climate Action Plan projected that the energy sector would contribute to a 34% reduction of the total greenhouse gas emissions from a 2013 baseline year. To align the Energy Action Plan efforts with the climate plan, this plan's goal reflects that goal but with a more recent baseline of 2021. This results in a slightly more ambitious reduction scenario than the climate plan's goal.

The community-wide Energy Action Plan Goal is to **reduce greenhouse gas emissions 34% by 2030 from a 2021 baseline.**

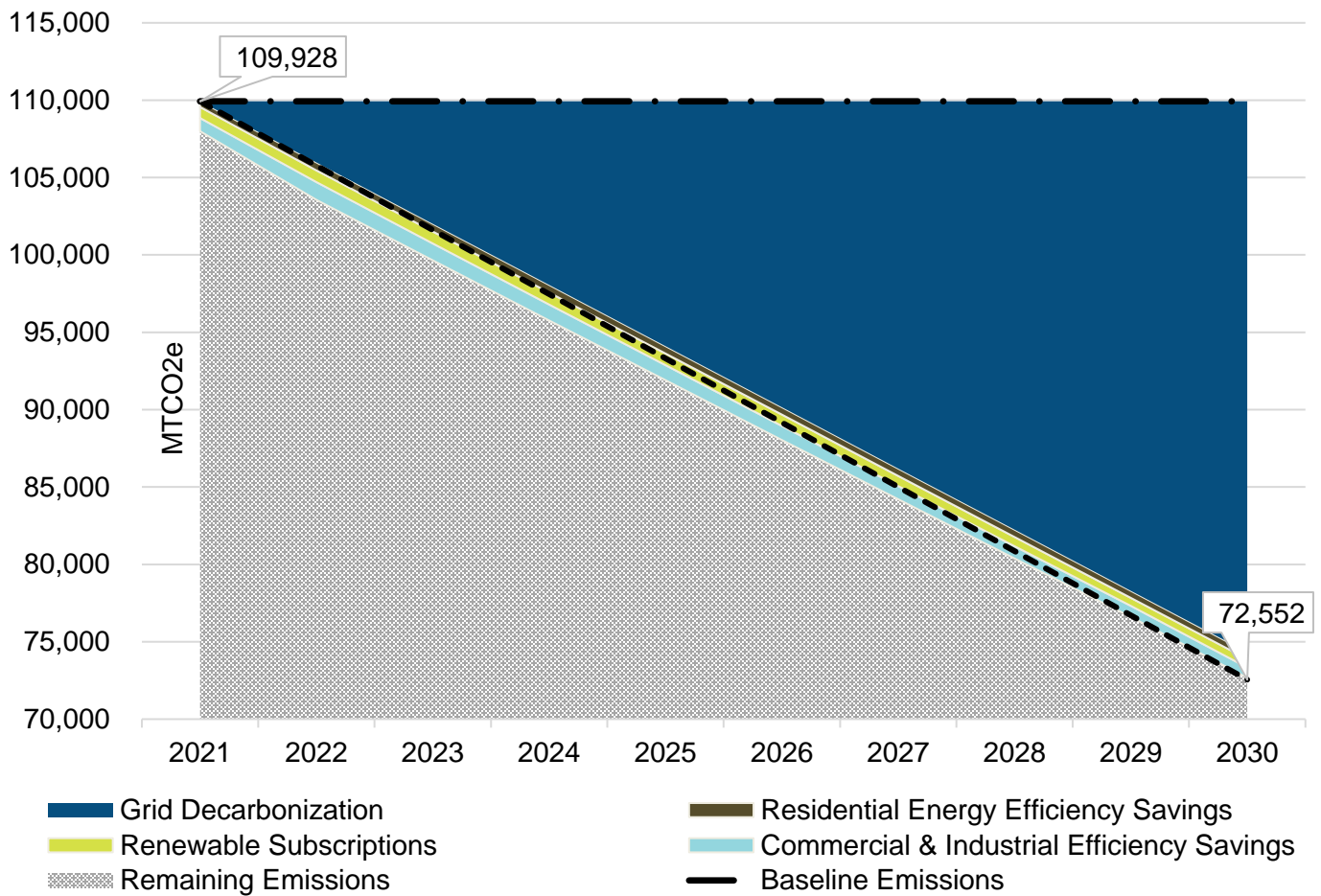
This goal, assuming annual electricity and natural consumption remains stable, will result in decreased and avoided greenhouse gas emissions, adding up to 34% through the following methods:

- Energy Grid Decarbonization
- Commercial and Industrial Energy Efficiency
- Residential Energy Efficiency
- Renewable Energy Subscription Programs

Although the following methods will contribute to the greenhouse gas reductions in New Brighton, there is no readily available data to confidently include a measurement of them in the goal.

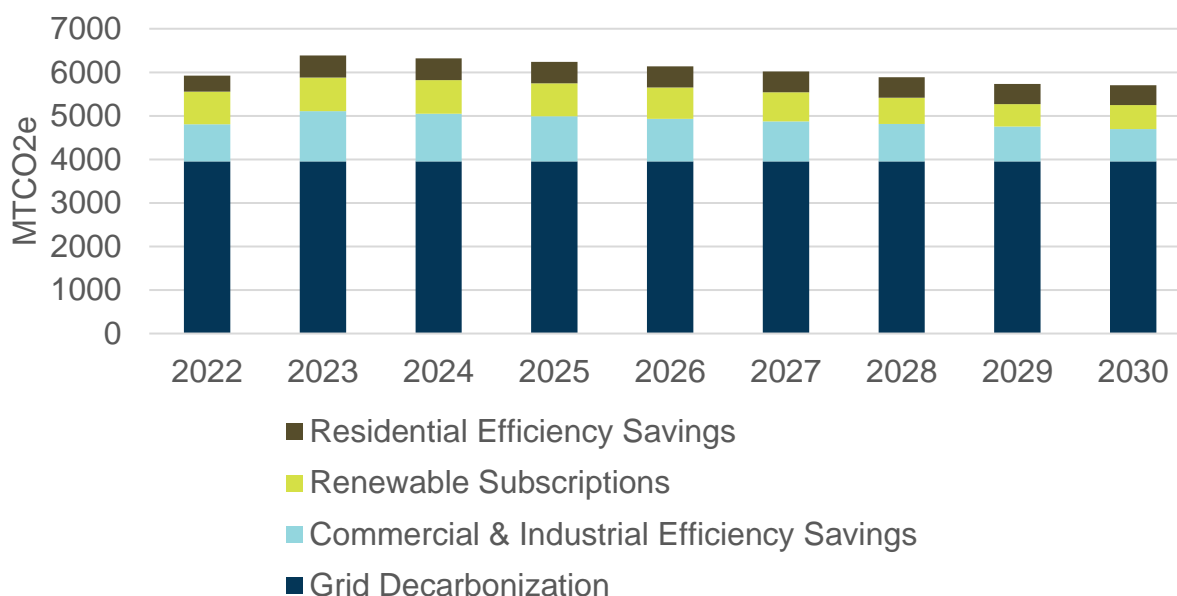
- On-site Renewable Energy Generation
- Building Electrification

Figure 9. Greenhouse gas reduction scenario projection (modeled by Partners in Energy).



Another way to visualize this goal is to examine what emissions reductions New Brighton will have to achieve on an annual basis. Figure 10 shows that the largest contributor to the greenhouse gas reductions will be grid decarbonization, followed by the commercial/industrial sector energy savings, renewable energy subscriptions and then residential energy sector savings. Savings are highest in 2023 and 2024, which be the first phase of implementation and when the most resources are dedicated to working toward the strategies included in this plan.

Figure 10. Annual greenhouse gas savings targets by contributing sectors (modeled by Partners in Energy).



Focus Area Targets

To stay on track to meeting our community-wide goal, we established specific focus area targets.



Energy Efficiency Target

Increase energy savings by 40% on community-wide electricity and natural gas energy by 2030.



Renewable Energy Target

Increase residential and commercial & industrial subscribers in Xcel Energy renewable subscription offerings by 45% by 2030.

The energy efficiency target results from an increase in annual participation in utility energy efficiency programs in both the residential and commercial/industrial sectors (see Table 19 and Table 20). The renewable energy target would also increase participation in Xcel Energy's renewable energy subscription programs like Windsource® and Renewable*Connect where customers retain the renewable energy credit.

Table 6. Annual residential energy efficiency targets against baseline.

Residential Energy Efficiency Offering	Annual Participants: 2021 Baseline	Annual Participants: 40% Goal Scenario
New Construction	38	50
Home Energy Audits	19	30
HVAC	448	630
Income-Qualified	11	15
Other Equipment Rebates	423	594

Table 7. Annual commercial/industrial energy efficiency targets against baseline.

Commercial/Industrial Energy Efficiency Offering	Annual Participants: 2021 Baseline	Annual Participants: 40% Goal Scenario
New Construction & Renovation	4	4
HVAC +R	25	40
Lighting	46	95
Multifamily	4	15
Other Equipment Rebates	1	5

Table 8. Annual renewable energy subscription targets against baseline.

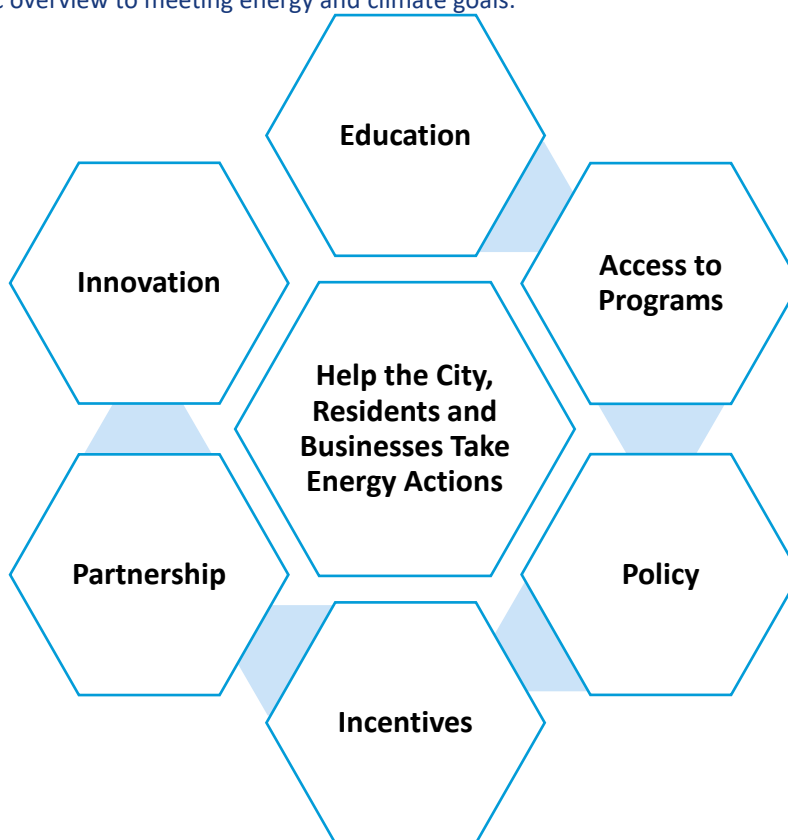
Renewable Subscription Program	Participants: 2021 Baseline	Participants: 2030 Goal Scenario
Renewable*Connect (fully subscribed)	23	23
Windsor - Residential	516	750
Windsor - C&I	8	35



HOW WE ARE GOING TO GET THERE

The work within this plan that will ultimately get us to these goals will include the following strategies and actions that were identified by the Energy Action Team and Climate Action Team.

Figure 11. Strategic overview to meeting energy and climate goals.



Strategy Considerations

The Energy Action Team identified certain considerations that applied to all the strategies to ensure their success. These considerations were:



- A full-time sustainability City staff position will be considered as part of implementing this plan and other efforts for the City's long-term resilience.
- Successes in this work will be celebrated and communicated publicly.
- Policies and ordinances created and changed by this plan should remain business friendly as standard practice.
- The creation of a commission or other team of volunteers focused on sustainability to guide these strategies will be considered to ensure success.
- An accessible City webpage with energy and climate information will be created to ensure that the information developed in these strategies can be widely shared.
- Collaboration with other cities and public entities will be considered in this work whenever possible.
- This plan will ensure these strategies reach diverse audiences including school districts, business councils, faith organizations, building owners, and industry.
- All outreach in this plan will incorporate information on financing and grants for projects, include all levels of support from federal to local opportunities.
- The City of New Brighton will lead by example and will build partnerships intentionally.

Timeline and Priorities

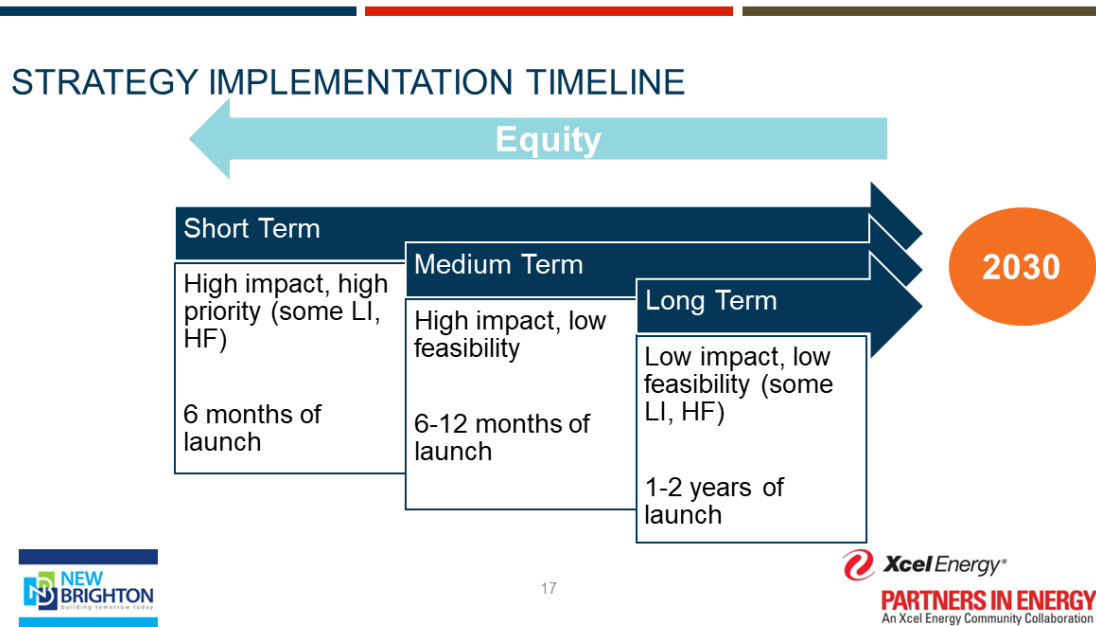
The Energy Action Team developed the strategies and actions in this plan by brainstorming all possible strategies and prioritizing them based on impact and feasibility. The words "impact" and "feasibility" had different meanings to each of the team members depending on their perspective. For example, "feasibility" for City staff and City Council might mean a dollar figure or budget consideration. To community members, it may mean availability of community resources and support. Similarly, "impact" might mean greenhouse gas impacts to some, while to others it might mean community mobilization or visibility. Each perspective was carefully considered in ranking the strategies.

Depending on where the strategy fell in the impact-feasibility matrix during the workshop exercise, that strategy could then be put into a short-, medium- or long-term category. Those timelines were described as follows.

- Short-Term: Begin implementing within six months of plan launch.
- Medium-Term: Begin implementing within one year of plan launch.
- Long-Term: Begin implementation within two years of plan launch.

These timelines were set to take advantage of the Partners in Energy program's implementation period to maximize resources for each strategy. The timeline for the strategies will continue throughout the plan as the strategies are refined and repeated.

Figure 12. Timeline visual of strategy priorities from planning workshops.



LI stands for low-impact and HF stands for high-feasibility.

The following strategies, organized by focus area, are placed in order of priority within each focus area as the team considered the impact and feasibility of these actions. Included for each strategy is a section identifying other considerations, partnerships and funding opportunities. The Energy Action Team identified specific communication tools, financing options and community partners as a part of this plan. These potential partners and communication organizations have not yet agreed to be a part of this work but are mentioned in each strategy to be considered.

Funding for Strategies

Each strategy that may require funding through grants, subsidies or city funding is noted by the plant icon to symbolize the need to seek, develop or grow those funds as a part of this work.





Focus Area: Energy Efficiency

Strategy 1: Create a long-term energy efficiency campaign to help residents save energy and money

Public education and outreach to New Brighton residents will help them understand the programs and resources available to make energy efficiency improvements in their homes and behaviors.

Desired Outcomes:

Increased understanding of energy efficiency opportunities among audiences and achieved energy savings.

Actions:

1a	Work with local social service organizations to communicate opportunities to save energy and money to their networks	The City and Partners in Energy will lead this effort in tandem with local organizations recognized by the planning team including youth, food, multi-family, faith and community organizations
1b	Partner with school sustainability teams or interested educators to connect with students and share energy saving opportunities and challenges	The City and Partners in Energy will guide partnerships with the school district, student climate teams and community education to help those partners continue the effort and take leadership of ongoing efforts
1c	Spread information on multi-family low-income efficiency programs through local agencies and partners	Partners in Energy will create multi-lingual marketing materials for the Multi-family Licensing, City inspections and DEI coordination teams to lead these efforts

Timeline: Near-term (1–6 months)

Other considerations/partnerships/funding opportunities for this strategy:

Potential partners include Northeast Youth and Family Services, Mounds View School District, New Brighton Farmers Market and the Multi-family Housing Coalition. Existing programs and communication channels to use could be the Home Energy Squad, Xcel Energy School Efficiency Kits and School District communication/newsletters.

Strategy 2: Promote home energy assessments and energy advisor services to connect residents with programs suited to their household needs

Supporting New Brighton's residents in receiving home energy assessments helps them understand their household's unique energy needs and identify potential ways to save energy. Energy advisor services can help residents prioritize and complete efficiency projects and take advantage of financial resources.

Desired Outcomes:

Increased understanding of energy use among audiences and a list of energy savings opportunities to use in recommended projects. Connecting residents to federal and state funding and utility rebates.

Actions:



2a	Explore implementing a full cost buy-down for Home Energy Squad visits for residents	The City and Partners in Energy will lead this effort by leveraging available City resources and federal and state funding options with ultimate council approval
2b	Focus outreach efforts on energy burdened households, older homes and manufactured home parks	The City and Partners in Energy will guide partnerships with school district, student climate teams and community education to help those partners continue the effort and lead ongoing efforts

Timeline: Near-term (1–6 Months)

Other considerations/partnerships/funding opportunities for this strategy:

Potential partners include the Minnesota Housing and Finance Agency, Home Energy Squad and Senior Family Housing. Possible outreach channels include the Active Life Newsletter and tabling at farmers markets.

Strategy 3: Engage businesses to enroll in energy efficiency programs

Commercial and industrial businesses are the largest energy users by premise. Engaging businesses with energy efficiency opportunities has a high potential impact to help businesses save energy and money and help New Brighton reach its Energy Action Plan goals.

Desired Outcomes:

One or more businesses make energy efficiency improvements. Awareness of energy efficiency grows in the business community.

Actions:

3a	Encourage high commercial energy users to enroll in energy efficiency programs	The City, Economic Development Commission and City Council will lead this effort and leverage city relationships and the Chamber of Commerce to develop business partnerships
3b	Work with a leading business to provide a case study on commercial energy efficiency projects	The City and Partners in Energy will look for existing projects to highlight and promote

Timeline: Near-term (1–6 Months)

Other considerations/partnerships/funding opportunities for this strategy:

Potential communication channels include the North TV Channel and the local and state Chamber of Commerce networks.

Strategy 4: Update city code, building policies and ordinances to ensure energy efficiency in existing buildings, new construction and retrofits/renovations

City policy can boost energy efficiency actions by making them easier to complete and requiring standards when projects are funded through taxpayer dollars. Reviewing existing policies for barriers and creating new policies where needed can help achieve energy efficiency goals.

Desired Outcomes:

Form new relationships between City departments and policy decision makers and increase energy efficiency education for City staff and elected officials. Create new energy efficiency policies in housing and building areas.

Actions:

4a	Create a new construction efficiency program information packet to share before code and permitting processes	Partners in Energy and the City will lead this effort alongside the permitting team
4b	Create a building benchmarking program for large commercial and municipal buildings	The City will look to other benchmarking programs and benchmarking experts to develop a program for New Brighton
4c	Create a sustainable building policy that requires City-funded construction to meet energy efficiency standards	The City will look to other existing city policies and best practices to adapt and adopt by Council approval

Timeline: Near-term (1–6 Months)

Other considerations/partnerships/funding opportunities for this strategy:

Potential partners for guidance and templates for ordinances include Ramsey County, Center for Energy and Environment, and the Cities of Edina, St. Louis Park and Bloomington who have existing policies.


Strategy 5: Create or update policy, ordinances and incentives to help save energy for under-resourced residents

New federal, state, utility and city funding resources for energy efficiency work will be available soon. The City can align policies, ordinances and incentives with other funding sources to make energy efficiency improvements feasible for more residents.

Desired Outcomes:

Create city policies and incentive programs that leverage outside funding. More low-income families are able to make efficiency improvements to their homes.

Actions:



5a	Create a residential energy disclosure policy for 1) rentals and 2) home sales	The City will lead this effort alongside the Department of Community Assets and Development and look to other existing city policies and best practices to adapt and adopt
5b	Develop city incentives to support energy efficiency improvements for low- and middle-income residents	The City will look to other city policies and resources to imitate and improve upon
5c	Develop a city incentive for landlords to make energy efficiency upgrades to affordable multi-family or buildings or 1-4 unit households, where residents will benefit from savings	The City will look to other city policies and resources to imitate and improve upon

Timeline: Mid-term (6–12 Months)

Other considerations/partnerships/funding opportunities for this strategy:

Possible channels for spreading this information include utility bills, realtor group communications, and the Ramsey County Housing and Redevelopment Authority. Possible funding sources include the Inflation Reduction Act tax incentives and rebates, State of Minnesota rebates, utility rebates, and on-bill financing.



Focus Area: Renewable Energy

Strategy 1: Execute a long-term residential renewable energy education campaign

Renewable energy subscription programs are a low-cost way for residents to source more of their energy from renewables, while there are other on-site options available with rebate or other incentive opportunities.

Desired Outcomes:

Increasing awareness of available programs for residents and businesses to access renewable energy and take the first step. Participate in subscriptions and on-site renewable energy options.

Actions:

1a	Table at local events to drive awareness of residential renewable energy programs	The City and Partners in Energy will lead this effort alongside other partners and local renewable energy organizations
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Timeline: Mid-term (6–12 Months)

Other considerations/partnerships/funding opportunities for this strategy:

Xcel Energy Renewable Energy Programs, Farmers Market, Veterans groups, Lions Eagles, Rotary, and Arcadia.

Strategy 2: Engage businesses to enroll in renewable energy programs

Business renewable energy systems can help reach the energy goals of this plan but also help businesses save on utility costs and promote their contributions to greenhouse gas reductions.

Desired Outcomes:

Five or more additional businesses participate in renewable energy programs in the next two years.

Actions:

2a	Encourage the top commercial energy users to enroll in renewable energy programs	The Economic Development Council, Department of Community Assets and Development, and City Council will lead on these actions with support from Partners in Energy and City communications staff
2b	Work with a leading business to provide a case study on renewable energy adoption	
2c	Conduct a small business renewable energy campaign promoting renewable subscription programs	

Timeline: Near-term (1–6 Months)


Strategy 3: Create and/or promote incentives for businesses to switch to renewable energy

There are incentives currently available for the installation or participation in subscription renewable energy programs. Providing additional incentives and promoting available incentives will lead to greater participation.

Desired Outcomes:

Five or more additional businesses participate in renewable energy programs in the next two years.

Actions:



3a	Develop an outline (including budget) of incentives for testing and refinement where needed	The City and Partners in Energy will lead these efforts with the appropriate departmental input, communications, and funding help, and approval
3b	Incorporate incentives into regular business communications	
3c	Develop a recognition program for businesses to be praised for their participation in renewable energy programs	

Timeline: Near-term (1–6 Months)

Other considerations/partnerships/funding opportunities for this strategy:

Minnesota Housing Finance Agency

Strategy 4: Create a sustainable building policy that requires City-funded construction to meet renewable energy standards

For new construction and large renovations, the City can incentivize businesses and develop relationships through renewable energy standards.

Desired Outcomes:

Develop relationships with building owners and developers and update policies.

Actions:



4a	Develop an outline (including budget) of incentives for testing and refinement where needed	The City and Partners in Energy will lead these efforts alongside policy partners, Parks, Recreation and Environment Commission, and City Council.
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Timeline: Mid-term (6–12 Months)

Other considerations/partnerships/funding opportunities for this strategy:

Partner with experts on energy policy with Center for Energy and Environment and the Cities of Edina, St. Louis Park and Saint Paul who have existing policies.



Focus Area: Beneficial Electrification

Strategy 1: Conduct a residential electrification education campaign

Education campaigns are essential for a changing home and building landscape. Electric appliances are a change from the normal considerations but can help residents have a safer, healthier and greener home.

Desired Outcomes:

Help inform residents on their options for electric appliances as they are replacing older or inefficient appliances.

Actions:

1a	Address misconceptions and promote new technologies through educational materials and City communications	The City and Partners in Energy will lead this effort alongside other partners and local renewable energy organizations
----	---	---

Timeline: Long-term (12–18 Months)

Strategy 2: Conduct a campaign to replace cooling system installations with heat pumps

Heat pumps are currently incentivized and adopted more frequently. New federal, state and utility incentives will become available in 2024 for heat pumps. Contractors and organizations are partnering to bring the technologies to the market. Education is needed as part of the market efforts and for residents making decisions about their homes.

Desired Outcomes:

Adoption of heat pumps as cooling or heating appliances are replaced in homes.

Actions:

2a	Create and distribute communications to local distributors, contractors and residents about cooling system replacement options and available incentives	The City and Partners in Energy will lead this effort alongside other partners and local renewable energy organizations
-----------	--	---

Timeline: Mid-term (6–12 Months)

Other considerations/partnerships/funding opportunities for this strategy:

Air Source Heat Pump Collaborative, contractor networks, and ground-source heat pump organizations.



Strategy 3: Communicate electrification opportunities to businesses

Businesses can participate in upgrading to electric appliances in several ways. Depending on what appliances or equipment is replaced, it could save on utility costs, interior air quality and maintenance.

Desired Outcomes:

Adoption of a policy standard for new construction, participation from businesses across a broad spectrum of business types, and a geothermal/ground-source heat pump pilot which can determine city-wide benefit and community interconnectivity potential as streets are redone.

Actions:



3a	Create a sustainable building policy that requires City-funded construction to meet electrification standards	The Department of Community Assets and Development, City Council, and finance department will lead this effort
3b	Explore and implement a City-led building electrification pilot project (i.e., net-zero building and/or geothermal)	The City Parks and Recreation Department will work with City Council and design firms on this effort as park buildings are upcoming
3c	Conduct a geothermal geological assessment of the city of New Brighton or in a specified area where a geothermal or ground-source heat pump project might be piloted (ideally in an area or building benefitting under resourced households)	The City and Partners in Energy will lead this effort alongside housing departments, development and finance departments

Timeline: Medium-term (6–12 Months)

Other considerations/partnerships/funding opportunities for this strategy:

Minnesota Geothermal Heat Pump Association, federal grants and incentives, and Xcel Energy.



HOW WE STAY ON COURSE

This Energy Action Plan is a living document. Goals and strategies will be assessed and refined as needed based on data and community staff capacity.

Implementation Support from Partners in Energy

Data and Reporting

Partners in Energy will provide biannual progress reports with metrics of success and overall progress toward goals for Xcel Energy rebates and programs. These reports will be available publicly and shared with both the community and Energy Action Team.

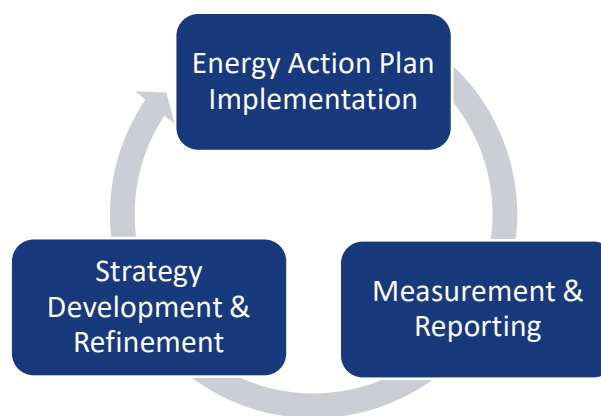


Figure 13. Actions and Tracking

If available, ad-hoc participation reports for specific Xcel Energy programs (e.g., Home Energy Squad) can be provided to measure success of campaigns and to determine if we need to change course.

Project Management and Tracking

Partners in Energy will host regular project management check-in calls with staff to ensure we stay on course to achieve our strategies for the first 18 months of implementation. If necessary, an implementation check-in meeting with the Energy Action Team can be convened to assess progress towards goals and discuss strategy refinement.

Energy Action Team Commitment

The Energy Action Team formed to create this plan is a passionate team committed to supporting implementation of the pieces of this plan that reflect their interest and the work they put into planning. As the planning process concluded, the team reflected on their excitement about the equity pieces of this plan and honoring the best interests of the community through this work. They also were excited

about the biggest projects with large energy users as a way to make a dent in the goals. The group stressed the importance of education through this process and the partnerships that will make this a success.

Community Assets and Partners

Throughout the planning process the Energy Action Team identified community assets and potential partners to help connect strategies to community and make them a success (Figure 14).

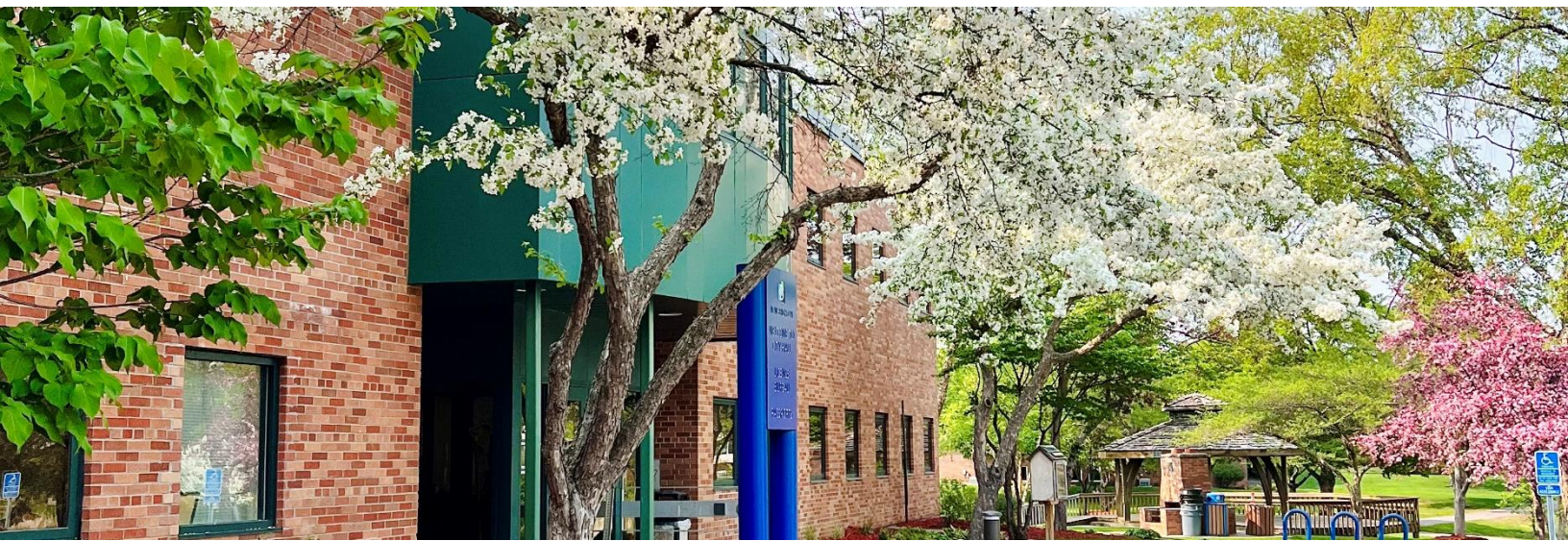
City of New Brighton Commitment

The City of New Brighton will provide a primary point of contact for implementation and will assign staff members to attend regular project management check-ins. The City commits to leveraging existing communication channels and community connections for outreach and engagement strategies. In addition, City staff will lead strategies specific to City-owned buildings and policies.

The City of New Brighton is committed to helping residents access energy related opportunities to help implement projects in households. The city is also committed to City projects that would enhance the City's energy savings and use of clean energy.

Figure 14. Community assets and partners to make implementation successful (Green is potential partnerships and blue is community assets, some may be duplicate).

Students	Peer Cities	Utilities	Building Owners	Businesses	Industry
City Council	Event Planners	Chamber of Commerce	Business Council	Faith Based Groups	Industry Partners
Farmers Market	School Resource Officers	Manufactured Home Parks	ESL Residents	Charter School - Global Academy	Seminary
Youth Groups	CEE	National Night Out Organizers	NEYF	Food Shelf	Licenses and Inspections
Minnesota Housing and Finance Agency	County	Veterans	Lions, Eagles, Rotary Groups	EDC	Resident/Renter groups
Neighborhood Orgs.	City Safety Depts.	Community Assets and Development	Near MPLS & MSP	Investments in Parks	Student enthusiasm
Tree City for 40 Years	Buildings	Public Works	Charging Network	Green Steps 5	Progressive on Solar & re-use
Solar on Muni Bldgs.	Parks and Trails Commission	Sustainability Commission	5 EV Fleet Vehicles	Parks Gas Replacement	Peak Shaving
Supportive Council	Multi-family Building Housing	Water Treatment Engagement	Golf Course	Events	No-Mow Grasses
City Reputation on Sustainability	LEDs in Muni Bldgs.	Dimming Street Lights	Solar Community Interest	ESL Residents	Industry
Farmers Market	Manufactured Home Parks	ESL Residents	Community Center	Quarterly City Newsletter	Parks and Recs Events
Stockyard Days	Chalk Walk	Pumpkin Walk	Tree Planting	Billboard	Drive 25 Campaign
	Community Message Boards	Social Media Pages	Neighborhood Social Sites	Resident Response for Action Link	



APPENDIX A: BASELINE ENERGY ANALYSIS

Data was provided by Xcel Energy for all New Brighton premises for 2019–2021. Xcel Energy provides electric and natural gas service to the community. The data helped the Energy Action Team understand New Brighton’s energy use and opportunities for energy conservation and renewable energy. Data included in this section establishes a baseline against which progress toward goals will be compared in the future.

Electricity and Natural Gas Premises

Most New Brighton premises are residential. Of the 11,317 distinct premises in New Brighton in 2021, 90% (10,150) are residential, 9% (1,100) are commercial and industrial, and the remaining 1% are municipal buildings (67).

Table 9. Premise counts by sector, 2021.

Sector	Premise Count	Percent of Premises
Residential	10,150	90%
Commercial & Industrial	1,100	9%
Municipal	67	1%
Total	11,317	100%

Electricity and Natural Gas Consumption and Trends by Sector

On average, the New Brighton community consumes 180 million kWh of electricity and 11.6 million therms of natural gas across all sectors per year. Total energy consumption decreased over the baseline period, which can be attributed to a large decrease in natural gas consumption and more modest decrease in electric consumption.

Table 10. Average annual energy consumption by sector by fuel type, 2019–2021.

Sector	Electricity Consumption (kWh)	Natural Gas Consumption (Therms)	Total Energy Consumption (MMBtu)	Percent of Total Energy Consumption
Residential	66,718,313	6,020,162	829,659	47%
Commercial & Industrial	107,238,546	5,420,782	907,976	51%
Municipal	5,550,267	190,683	38,006	2%
Total	179,507,126	11,631,628	1,775,641	100%

Table 11. Annual energy consumption by sector by fuel type, 2019–2021.

	Fuel Type	Residential	Commercial & Industrial	Municipal	Total
2019	Electric (kWh)	63,869,317	111,770,319	5,988,377	181,628,013
	Natural Gas (therm)	6,580,331	5,866,103	177,413	12,623,847
	Total (MMBtu)	875,955	967,971	38,174	1,882,099
2020	Electric (kWh)	67,163,234	105,490,278	5,257,692	177,911,204
	Natural Gas (therm)	5,790,927	5,225,789	193,717	11,210,433
	Total (MMBtu)	808,254	882,512	37,311	1,728,076
2021	Electric (kWh)	69,122,388	104,455,042	5,404,731	178,982,161
	Natural Gas (therm)	5,689,229	5,170,455	200,919	11,060,603
	Total (MMBtu)	804,768	873,446	38,533	1,716,747

Total energy consumption during the baseline period varied in each sector consistent with variation in weather. Hotter summers (those with more cooling degree days) and colder winters (those with more heating degree days) had higher energy consumption. New Brighton’s natural gas consumption decreased during the baseline period by roughly 12%. This correlates with the decrease in heating degree days each successive year.

Table 12. Cooling degree and heating degree days, 2019–2021.

	2019	2020	2021
Cooling Degree Days	817	950	1,184
Heating Degree Days	7,921	7,128	6,678

Greenhouse Gas Emissions and Trends

New Brighton’s overall greenhouse gas (GREENHOUSE GAS) emissions decreased from 2019–2020 and grew slightly from 2020–2021.

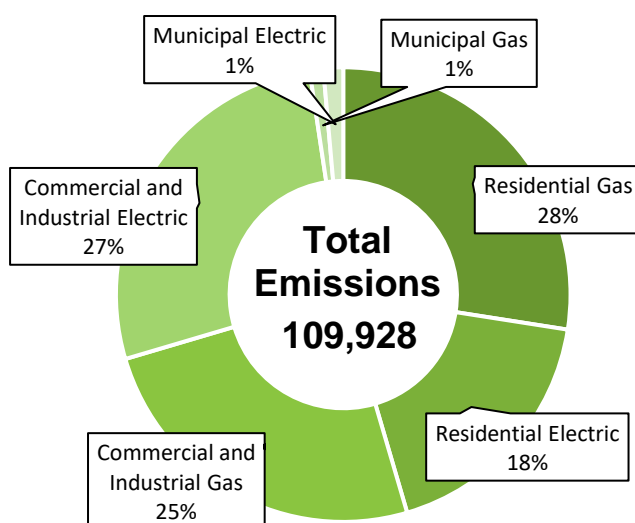
Table 13. Energy-related greenhouse gas emissions in MTCO₂e, 2019–2021.

Sector	2019	2020	2021
Residential	56,506	48,951	49,977
Commercial and Industrial	68,903	56,348	57,337
Municipal	2,965	2,454	2,613
Total	128,374	107,753	109,928

In 2021, the residential sector generated 46% of New Brighton’s energy-related greenhouse emissions in 2021 and the commercial sector generated 52% of the emissions. Natural gas consumption made up the largest proportion of emissions for both the residential and commercial sectors, adding up to 53% of all energy-related emissions.

Figure 15. Energy-related greenhouse gas emissions by sector and fuel type, 2021.

2021 Greenhouse Gas Emissions (MTCO₂e) by Sector and Fuel Type



To calculate New Brighton’s energy-related emissions, preliminary and certified emissions factors from Xcel Energy’s Upper Midwest Fuel Mix, and a standard emissions factor for natural gas emissions, were used. As Xcel Energy completes third-party verification, the emissions factors used during the planning process to estimate greenhouse gas emissions (Table 14) may change.

Table 14. Emissions factors used to calculate energy-related greenhouse gas emissions, 2019–2021.

Fuel Type	2019	2020	2021
Electricity Emissions Factor (lbs/MWh)	745	598	631
Natural Gas Emissions Factor (MTCO ₂ e from natural gas))	0.053071	0.053071	0.053071

Energy Costs

In total, New Brighton premises spent an annual average of \$26.6 million on energy during the baseline period. New Brighton commercial premises made up just over half of that spending, while residential premises made up most of the other half. A small fraction of the spending was from municipal premises. Residential premises spent an annual average of \$1,225 per premise on energy. Commercial premises spent much more per premise on energy with an annual average of \$12,476 per premise.

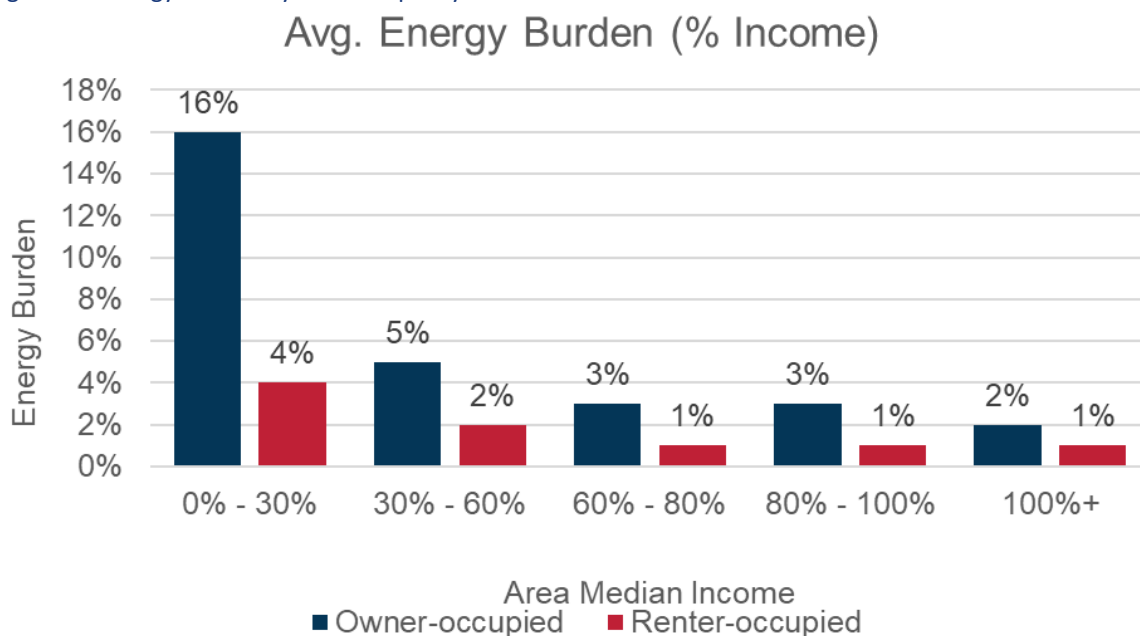
Table 15. Average annual energy costs by sector and fuel type, 2019–2021.

Sector	Electricity Costs	Natural Gas Costs	Total Costs	Average Annual Cost per Premise
Residential	\$8,536,271	\$3,721,529	\$12,257,800	\$1,225
Commercial and Industrial	\$10,912,880	\$2,781,301	\$13,694,181	\$12,476
Municipal	\$546,648	\$103,290	\$649,939	\$9,999
Total	\$19,995,799	\$6,606,121	\$26,601,920	

Energy Burden

Energy burden is the percentage of income that residents spend on energy. New Brighton residents making 30% or less of the median area income spend up to 16% of their income on energy costs. Notably, energy burden is higher across every income group for homeowners rather than renters. This is unusual and may be due to New Brighton’s slightly older single-family housing stock in comparison to its newer multi-family housing stock.

Figure 16. Energy burden by unit occupancy and median income.⁵



Program Participation and Savings

New Brighton already has a significant number of participants in energy efficiency programs from Xcel Energy, resulting in energy savings for residents and commercial customers. While fewer commercial

⁵ Department of Energy Low-income Energy Affordability Data (LEAD) Tool.

premises participate, their participation results in larger savings per premise. In total, participation in these commercial programs saved an annual average of 1,399,368 kWh and 37,634 therms.

Table 16. Annual residential sector efficiency program participation and savings, 2019–2021.

Residential Sector Programs	2019			2020			2021		
	Count	Savings (kWh)	Savings (therms)	Count	Savings (kWh)	Savings (therms)	Count	Savings (kWh)	Savings (therms)
Efficient New Home Construction	0 ⁶	0	0	13	17,117	2,279	38	47,821	4,504
Home Energy Audit	71	-	-	11	-	-	19	-	-
Home Energy Savings Program	20	5,276	1,112	12	6,997	418	7	5,213	149
Home Energy Squad	34	41,365	1,619	15	17,020	497	19	23,303	875
Insulation Rebate	23	4,286	8,004	21	3,502	6,754	21	2,627	5,377
Low-Income Home Energy Squad	9	8,214	479	5	4,355	233	4	3,464	125
Multi-Family Energy Savings Program	0	0	-	0	0	-	0	0	-
Residential Cooling	188	55,710	-	204	56,204	-	-	-	-
Residential Heating	0	0	0	0	0	0	-	-	-
Residential HVAC	181	105,325	26,219	229	143,355	27,227	427	114,674	42,449
Refrigerator Recycling	53	41,109	-	60	45,449	-	49	38,376	-
Residential Saver's Switch	139	280	-	162	328	-	237	252	-
Smart Thermostat	25	2,410	1,260	11	1,201	630	136	4,805	2,560
Water Heater Rebate	17	-	516	10	-	520	0	-	0
Whole Home Efficiency	2	1,236	1,057	0	0	0	1	83	221
Total	762	265,211	40,266	753	295,528	38,558	958	240,618	56,260

⁶ In this table, “0” indicates no savings were achieved. “-” indicates no savings were possible for that fuel type with that program.

Table 17. Annual commercial/industrial sector efficiency program participation and savings, 2019–2021.

Commercial Sector Programs	2019			2020			2021		
	Count	Savings (kWh)	Savings (therms)	Count	Savings (kWh)	Savings (therms)	Count	Savings (kWh)	Savings (therms)
Business Energy Assessments	7	-	-	-	-	-	0	0	0
Commercial Refrigeration Efficiency	0	0	0	2	1,901	0	0	0	0
Cooling	5	27,585	-	2	7,076	-	0	0	-
Custom Efficiency	0	0	0	0	0	0	0	0	0
Data Center Efficiency	0	0	0	0	0	0	0	0	0
Efficiency Controls	0	0	0	2	36,249	6,873	0	0	0
Electric Rate Savings	4	-1,097	0	3	-3,275	0	2	-266	0
Energy Design Assistance	0	0	0	0	0	0	4	749,434	54,850
Energy Efficient Buildings	0	0	0	0	0	0	0	0	0
Fluid System Optimization	4	134,941	-	2	157,455	-	0	0	-
Foodservice Equipment	1	0	274	0	0	0	1	0	946
Heating Efficiency	36	-	30,770	8	-	5,663	0	-	0
HVAC+R Efficiency	-	-	-	-	-	-	24	68,322	8,070
Lighting Efficiency	34	346,681	-	21	466,592	-	26	396,357	-
Motor Efficiency	3	102,792	-	0	0	-	-	-	-
Multi-Family Building Efficiency	10	55,049	2,696	7	1,290	64	4	40,791	996
Process Efficiency	0	-	-	0	-	-	0	-	-
Recommissioning	0	0	0	0	0	0	0	0	0
Saver's Switch for Business	3	57	-	1	0	-	2	14	-
Small Business Lighting	15	411,548	-	18	715,193	-	20	483,416	1,701
Turn Key Services	0	-	-	-	0	-	5	-	-
Total	115	1,077,556	33,740	66	1,382,481	12,600	88	1,738,068	66,563

⁷ In this table, “0” indicates no savings were achieved. “-” indicates no savings were possible for that fuel type with that program.

Renewable Energy Support

There is support for renewable energy in New Brighton with more than 580 residential premises subscribing to Xcel Energy renewable programs. These premises receive a total of 2.25 million kWh of their electricity from renewable sources, the equivalent of taking 354 gas-powered cars off the road for a year.⁸ The commercial/industrial sector has fewer subscribers to renewables programs (11), but these customers receive 2.28 million kWh of electricity from renewables, a higher total than the residential sector due to larger subscriptions per premise. Overall, there is potential to increase renewable energy use in New Brighton, with about 2.5% of New Brighton's electricity coming from renewable energy programs.

Table 18. Xcel Energy renewable energy subscriptions and program participation, 2021.

	Residential	Commercial & Industrial
Subscription Programs - Windsource® & Renewable*Connect®		
Subscriber Count	539	8
Total Annual Electricity Subscribed (kWh)	1,939,634	769,673
Percent of Sector Xcel Energy Electricity Use	2.8%	0.7%
Community Solar Gardens - Solar*Rewards® Community		
Subscriber Count	42	3
Total Annual Electricity Subscribed (kWh)	306,327	1,509,261
Percent of Sector Xcel Energy Electricity Use	0.4%	1.5%
On-site Solar - Solar*Rewards® and Net-Metering⁹		
Participant Count	112	36
Total Electricity Capacity (kW)	866	1,412
Total Xcel Energy Renewable Energy Support¹⁰		
Subscriber Count	581	11
Total Annual Electricity Subscribed (kWh)	2,246,300	2,279,300

⁸ <https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator>

⁹ On-site solar data from the Xcel Energy Community Energy Report, 2021.

https://www.xcelenergy.com/community_energy_reports

¹⁰ Excludes on-site solar due to behind the meter generation.



APPENDIX B: METHODOLOGY FOR MEASURING SUCCESS

As part of implementation support, Partners in Energy will provide biannual progress reports for Xcel Energy participation and savings data for New Brighton. All goals will be measured against New Brighton's 2021 baseline unless otherwise noted.

The following section defines the values against which progress is measured for the goals identified in the Energy Action Plan, and excludes goals set in New Brighton's Climate Action Plan. Data from the Energy Action Plan and progress reports provided by Partners in Energy may inform the community's progress toward Climate Action Plan goals.

Energy Efficiency Goal

- Increase energy savings by 40% on community-wide electricity and natural gas efficiency by 2030.

This goal measures cumulative energy savings for electricity and natural gas savings for all sectors between 2023 and 2030 against the 2021 baseline value for the same time period. First-year energy savings data provided by Xcel Energy for current and future energy efficiency programs will be used to calculate electricity and natural gas savings.

Table 16. Cumulative savings scenarios.

	Cumulative 2030 Baseline Scenario	Cumulative 2030 Goal Scenario
Electricity Savings (kWh) – Residential Sector	1,924,944	2,710,164
Electricity Savings (kWh) – Commercial/Industrial Sector	13,906,560	22,458,528
Natural Gas Savings (therms) – Residential Sector	450,080	631,309
Natural Gas Savings (therms) – Commercial/Industrial Sector	532,504	627,886
Total Energy Savings (MMBtu)	152,275	211,795

Annual Participation Targets

To meet New Brighton’s 2030 goal, the community will need to increase Xcel Energy program participation, saving more electricity and natural gas annually than the baseline scenario. This section identifies the annual participation targets needed to stay on track to meet the 2030 goal by sector. Participation includes Xcel Energy’s current energy efficiency programs for residential and commercial/industrial customers. As new programs are added to Xcel Energy’s portfolio, they will be included in these targets as determined by the community and Partners in Energy facilitators.

Table 19. Annual residential program participation targets.

	Annual Baseline Scenario	Annual Goal Scenario
New Construction	38	50
Home Energy Audits	19	30
HVAC	448	630
Income Qualified	11	15
Other Equipment Rebates	423	594
Total	939	1,319

Table 20. Annual commercial/industrial program participation targets.

	Annual Baseline Scenario	Annual Goal Scenario
New Construction & Renovation	4	4
HVAC+R	25	40
Lighting	46	95
Multi-family	4	15
Other Equipment Rebates	1	5
Total	80	159

Renewable Energy Goal

- Increase residential and commercial & industrial subscribers in Xcel Energy renewable subscription offerings by 45% by 2030.

This goal measures renewable energy program participation for all sectors in Xcel Energy’s renewable energy subscription programs against the 2021 baseline. Participation data provided by Xcel Energy for Renewable*Connect and Windsource will be used to calculate the increase from 2023 through 2030. As new renewable energy subscription programs are added to Xcel Energy’s portfolio, they will be included in these targets as determined by the community and Partners in Energy facilitators.

Table 21. Renewable energy program participation targets.

	2021 Baseline	2030 Goal Scenario
Renewable*Connect – All Sectors	23	23
Windsource – Residential	516	750
Windsource – Commercial/Industrial	8	35
Total	547	808

Greenhouse Gas Emissions Reduction Goal

- Reduce energy-related greenhouse gas emissions 34% by 2030 compared to a 2021 baseline.

This goal measures cumulative greenhouse gas savings through energy efficiency and renewable energy subscriptions 2023 to 2030. Energy savings and renewable electricity data from Xcel Energy will be used to estimate total greenhouse gas emission savings. All Xcel Energy efficiency programs and Xcel Energy’s renewable energy programs where the customer retains the Renewable Energy Credits will be included in this goal. To calculate greenhouse gas emissions, Partners in Energy facilitators will use preliminary and certified emissions factors from Xcel Energy’s Upper Midwest Fuel Mix.

Table 22. Cumulative greenhouse gas emission savings targets.

	Annual 2030 Goal Target	Cumulative 2030 Goal Scenario
Energy Efficiency Greenhouse Gas Emissions (MTCO ₂ e)	1,354	10,828
Renewable Electricity Greenhouse Gas Emissions (MTCO ₂ e)	670	5,358
Total	2,023	16,186



APPENDIX C: XCEL ENERGY'S PARTNERS IN ENERGY PLANNING PROCESS

About Xcel Energy's Partners in Energy

Xcel Energy is an electric and natural gas utility that provides the energy that powers millions of homes and businesses across eight Western and Midwestern states. Each community Xcel Energy serves has its own unique priorities and vision for its energy future. The energy landscape is dynamically changing with communities leading the way in setting energy and sustainability goals. To continue to innovatively support their communities, Xcel Energy launched Partners in Energy in the summer of 2014 as a collaborative resource with tailored services to complement each community's vision. The program offerings include support to develop an energy action plan or electric vehicle plan, tools to help implement the plan and deliver results, and resources designed to help each community stay informed and achieve their outlined goals.



Partners in Energy Process for Success



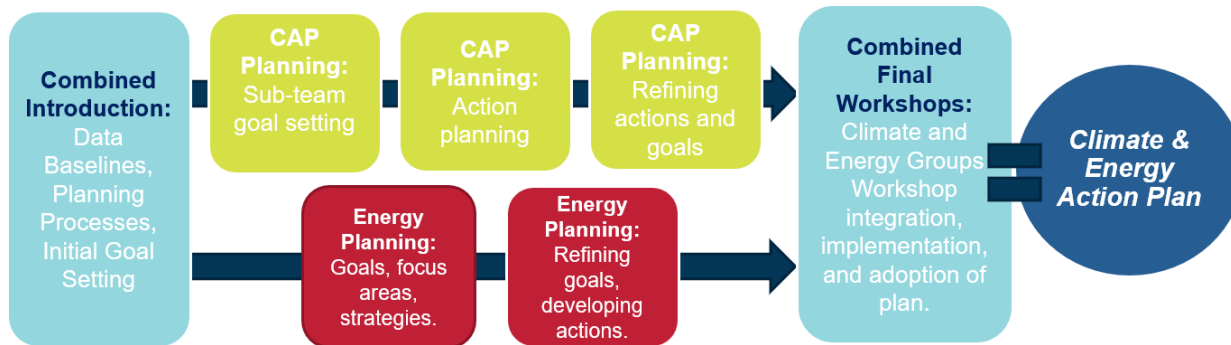
Resources from Xcel Energy for Implementation

Plan Development Process

The content of this plan is derived from a series of planning workshops held in the community with a planning team committed to representing local energy priorities and implementing plan strategies.

The process coincided with the Climate Action Plan and therefore some of that planning was also combined with the climate action planning team. The process began in February and finished in August of 2023.

Figure 17. Climate and energy planning workshop overview.



APPENDIX D: IMPLEMENTATION MEMORANDUM OF UNDERSTANDING

[To be inserted upon plan approval]

B Supporting Research

 [Click here to return to TOC](#)

Climate Action Baseline Study

To support the the City of New Brighton Climate Action Plan planning team members, the paleBLUEDot team assembled the Climate Action Baseline Study. This document provided a review of a wide range of community-wide metrics, data, and comparisons against regional peer communities for each of the climate action plan sectors included in this report. The document also included preliminary sector specific draft strategic goal recommendations for the Climate Action Plan planning team to consider, discuss, and revise at the beginning of the planning team effort.

Click on the link below to access the document:
<https://view.publitas.com/palebluedot/new-brighton-climate-action-baseline-and-reduction-recommendations/>

Climate Vulnerability Assessment

At the beginning of the Climate Action Planning effort, the paleBLUEDot team developed a Climate Vulnerability Assessment for The City of New Brighton. The assessment included the identification of vulnerable populations within the community and possible impacts and risks associated with projected climate change for the region. paleBLUEDot mapped the vulnerable populations within the Region as well as existing infrastructure and resources which may be capable of supporting climate adaptation strategies. These assessments provided a basis for understanding vulnerabilities and resources which supported the decision making process needed for identifying and prioritizing climate adaptation measures to be included in the final Climate Action Plan. The Assessment focused on city-wide vulnerabilities with a particular focus on climate vulnerable populations to ensure all populations benefit from proposed implementation measures.

Click on the link below to access the document:
<https://view.publitas.com/palebluedot/new-brighton-climate-vulnerability-assessment/>

Community-Wide GHG Inventory

The paleBLUEDot team compiled a city-wide Greenhouse Gas Inventory. The assessment included collection of raw data and calculation of greenhouse gas emissions for each of the primary emissions sectors included in this Climate Action Plan. The inventory included both community-wide emissions as well as municipal operations. The report included community-wide emissions comparisons against communities within the State and region.

Click on the link below to access the document:
<https://view.publitas.com/palebluedot/city-of-new-brighton-ghg-inventory/>

City-Wide Ground Cover, Tree Canopy and Carbon Sequestration Study

paleBLUEDot conducted a baseline assessment of city-wide ground cover and tree canopy extent. The study identified ground cover conditions (grass, water, wetland, tree canopy) Region-wide as well as by census tract. Based on the groundcover data, calculations were made for annual carbon sequestration rates, carbon stock, tree canopy/green space economic value, and pollution absorption rates (CO, O₃, NO₂, SO₂, particulate pollution).

Included in this assessment was an assessment of city-wide heat island characteristics and conditions. The study identified impervious surface conditions and coverage (sidewalks, roadway, parking, and building) and compiled data in subcategories of light reflective and light absorbent conditions. Baseline calculations were made for overall heat island contribution coefficient by neighborhood (expressed as summer night time degrees F above natural conditions, calculations based on research and formulas compiled by the University of Minnesota and Minnesota State University).

Click on the link below to access the document:
<https://view.publitas.com/palebluedot/new-brighton-ground-cover-heat-island-and-carbon-sequestration-study/>

Community-Wide Renewable Energy Potentials Study

In support of development of effective renewable energy goalsetting and to establish strategies addressing renewable energy development, paleBLUEdot conducted a city-wide solar pv potentials study including economic and environmental benefits. This effort included:

- 1) Collect community-wide satellite data (NREL, NOAA, and NASA data).
- 2) Determine building roof stock characteristics and solar suitable buildings, calculate total suitable areas by roof configuration/orientation.
- 3) Calculate total rooftop solar capacity and annual energy generation by roof configuration/orientation.
- 4) Identify cost efficient annual energy generation potential.
- 5) Research solar market at national, State and regional levels. Identify low, medium, and high solar market absorption rates and community-wide solar pv goals.
- 6) Identify environmental and economic benefit of solar including economic development and job creation potential. (NREL JEDI model)
- 7) Develop community-wide Renewable Solar Energy Potentials report.

Click on the link below to access the document:

<https://view.publitas.com/palebluedot/new-brighton-renewable-potentials-study/>

C

Abbreviations and Glossary of Terms



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Abbreviations

BAU	Business as usual	PUB	Public Utilities Board
BEV	Battery electric vehicle	PV	Photovoltaic (solar photovoltaic)
BIPOC	Black, Indigenous, People of Color	REC	Renewable Energy Credit
C&D	Construction and demolition	SO ₂	Sulfur Dioxide
CAP	Climate Action Plan	SF ₆	Sulfur Hexafluoride
CE	Carbon Equivalent	SULEV	Super ultra-low emission vehicle
CDP	Carbon Disclosure Project	t	Ton equivalent to 2,000 lbs (United States)
CFC	Chlorofluorocarbons	TOG	Total Organic Gasses
CH ₄	Methane	USGS	U.S. Geological Survey
CHP	Combined Heat and Power	VMT	Vehicle miles traveled
CO ₂	Carbon dioxide	VHT	Vehicle hours traveled
CO ₂ e	Carbon dioxide equivalent	ZEV	Zero emission vehicle
CSG	Community Solar Garden		
DOE	U.S. Department of Energy		
EMS	Emergency medical services		
EPA	U.S. Environmental Protection Agency		
EV	Electric vehicle		
EVSE	Electric vehicle supply equipment		
FEMA	Federal Emergency Management Agency		
FTE	Full-time equivalent		
GCoM	Global Covenant of Mayors		
GDP	Gross Domestic Product		
GHG	Greenhouse gas		
GWP	Global warming potential		
HFC	Hydrofluorocarbons		
IPCC	Intergovernmental Panel on Climate Change		
kWh	Kilowatt-hour		
LEV	Low emission vehicle		
MWH	Megawatt hour – 1,000 Kilowatt-hours		
MSW	Municipal Solid Waste		
MT	Metric ton equivalent to 1,000 kg (also known as Metric Tonne)		
MMT	Million Metric tons		
MMBTU	Million British Thermal Units		
MTCO ₂ e	Metric tons of carbon dioxide equivalent		
N ₂ O	Nitrous Oxide		
NO _x	Nitrogen Oxides		
NZE	Net-Zero Emissions		
O ₃	Ozone		
ODS	Ozone Depleting Substances		
PACE	Property Assessed Clean Energy		
PFC	Perfluorocarbons		
PHEV	Plug-in hybrid electric vehicle		
PM _{2.5}	Particulate matter of 2.5 micrometer diameter or less		
POC	People of Color		
PPA	Power Purchase Agreement		



A

Action

Specific tasks set out to realize the objectives and methods highlighted in a given plan.

Activity Data

Information regarding the scale of human actions that lead to emissions or removals within a specified timeframe. This includes data like energy consumption, metal production, land coverage, management procedures, and usage of lime, fertilizers, and waste generation. (IPCC)

Adaptation

Refer to "Climate Readiness or Resilience"

Adaptive Capacity

The combination of societal, technological, and monetary abilities that individuals or groups possess to initiate and sustain actions against climate change.

Aerosols

Airborne particles, either solid or liquid, typically ranging between 0.01 and 10 micrometers. These particles, which can be of natural or human-made origin, can persist in the atmosphere for extended periods. They can affect climate by directly interfering with radiation or indirectly by influencing cloud properties. (IPCC2)

Afforestation

The process of establishing forests on lands that weren't previously forested. (IPCC2)

Air Pollutant

Any substance, either originating from human activities or naturally, present in the atmosphere that might have detrimental impacts on humans, fauna, flora, or materials. (CARB)

Anthropogenic

In relation to greenhouse gas records, "anthropogenic" denotes emissions and removals directly stemming from human actions or from natural processes influenced by human activities. (USEPA2)

Atmosphere

The layer of gases encasing the Earth. It mainly consists of nitrogen and oxygen, along with trace

gases like argon, helium, and certain greenhouse gases like carbon dioxide and ozone. The atmosphere also encompasses varying amounts of water vapor and contains other components like clouds and aerosol particles. (IPCC2)

B

Baseline Emissions

A reference point, either through measurement, calculation, or a specific timeframe, for making comparisons. It represents emission levels in scenarios devoid of policy changes or project implementations. Such evaluations are crucial to gauge the impact of emissions-reducing measures.

Base Year

The initial year used for data gathering. Emission-reducing goals are often set with this year as a reference.

BAU

Refer to "Typical Future Projection"

Beneficial Electrification

See "Transition of Energy Sources"

Biogenic

Derived from the biological activities of living entities. The term "biogenic" exclusively pertains to recently formed biological materials. The IPCC suggests categorizing peat as fossil carbon due to its lengthy replacement cycle.

Biogeochemical Cycle

The continuous transfer of essential chemicals, crucial for life, within Earth's systems, including carbon, nitrogen, oxygen, and phosphorus. (NASA)

Biomass

Refers either to (1) the combined weight of all living organisms within a designated area or species, usually represented as dry weight or (2) Organic substances originating from or recently derived from living beings, excluding peat, and encompasses derived products and waste. (IPCC1)

Biomass Waste

Biological, non-fossil substances of biological origin that are either residual or discarded. This definition includes biogenic municipal waste, landfill gas, and other forms of biomass but excludes certain fuels



and biofuels. EIA's data on "biomass waste" also count energy crops produced specifically for power generation. (EIA)

BIPOC

Defined as "Black, Indigenous, and People of Color", this U.S.-specific term emphasizes the experiences of Black and Indigenous communities, showcasing or influencing the broader socio-economic dynamics encountered by all non-white individuals.

Black Carbon

A type of aerosol characterized based on its capacity to absorb light, its chemical reactivity, and/or thermal resistance; comprises elements like soot and charcoal. (IPCC2)

Blue Carbon

Carbon that's absorbed and retained by coastal ecosystems and wetlands, aiding in countering climate change impacts.

British Thermal Unit (BTU)

A conventional measure of thermal energy, representing the energy needed to elevate the temperature of a pound of water by a single degree Fahrenheit.

Business As Usual Forecast

The Intergovernmental Panel on Climate Change (IPCC) describes this as the predicted emission levels if upcoming trends emulate historical ones and no policy amendments are enacted. This projection presumes no further emission-curbing actions will be adopted beyond existing or committed measures.

C

Carbon Cycle

The systematic flow and storage of carbon across different reservoirs. This involves four primary carbon storage areas: the atmosphere, the terrestrial environment (including freshwater systems), oceans, and sediments (which encompass fossil fuels). The carbon exchanges between these reservoirs are driven by a mix of chemical, physical, geological, and biological factors. Though the ocean holds a significant amount of near-surface carbon, its exchange with the atmosphere is relatively slow. (NASA)

Carbon Dioxide (CO₂)

A gas found naturally in the environment, but also produced from burning fossil fuels, biomass, through land-use alterations, and various industrial activities. As the main human-induced greenhouse gas, it impacts the Earth's ability to reflect heat. Other greenhouse gases are often measured relative to CO₂, which has a Global Warming Potential set at 1. (IPCC2)

Carbon Dioxide Equivalent (CO₂e)

A standard for comparing the emissions from different greenhouse gases based on their potential to warm the planet. It's determined by equating the amount of a gas emitted to the amount of CO₂ that would have the same global warming impact.

Carbon Disclosure Project (CDP)

A global initiative allowing organizations and cities to publicly share their environmental impacts, notably related to climate risks. CDP stands as one of the recognized disclosure platforms endorsed by GCoM.

Carbon Emissions

The process of releasing carbon dioxide into the atmosphere, primarily through human activities like burning fossil fuels for energy.

Carbon Equivalent (CE)

A metric for comparing emissions from various greenhouse gases based on their capacity to influence global warming. Carbon equivalents are derived from carbon dioxide equivalents using a specific conversion factor related to molecular weights.

Carbon Free

Activities, systems, or products that don't emit carbon dioxide or other greenhouse gases. Often associated with sustainable or renewable energy discussions, not every "carbon free" source is renewable. For instance, while both wind and nuclear energy are carbon-free, only wind is renewable.

Carbon Intensity

The ratio of carbon emitted for every unit of energy used. A typical measure of this is the carbon weight per British thermal unit (Btu) of energy. When considering a single fuel type, carbon intensity and



the emission coefficient are the same. With multiple fuels, it's an aggregate value. (EIA)

Carbon Neutrality

Achieving a balance where the amount of CO₂ produced annually is equal to the amount removed or offset, leading to net-zero CO₂ emissions by a specific date. Carbon Neutrality is also sometimes applied to all greenhouse gas emissions. In those instances the term is interchangeable with "Net Zero"

Carbon Offsets

Mechanisms to counterbalance carbon dioxide or other greenhouse gas emissions by funding equivalent reductions elsewhere. They are quantified in metric tonnes of CO₂-equivalent and can be traded to neutralize emissions from an entity's operations.

Carbon Sinks

Natural environments, such as forests or oceans, recognized for their ability to absorb and store carbon dioxide from the atmosphere.

Carbon Sequestration

The process of capturing and storing CO₂, either in oceans, terrestrial environments like forests and soils, or in geological formations underground.

Chlorofluorocarbons (CFCs)

Gases, regulated under the 1987 Montreal Protocol, used in several applications like refrigeration and air conditioning. Since they don't break down in the lower atmosphere, they reach the upper atmosphere and can deplete ozone. Their usage is being phased out in favor of alternative compounds, some of which are greenhouse gases under the Kyoto Protocol. (IPCC3)

Circular Economy

A sustainable economic model that deviates from the traditional linear approach (produce, use, discard) by focusing on reducing resource inputs and waste. It emphasizes durable product design, repair, reuse, and recycling to minimize waste.

Climate

Often described as the "typical weather" of an area, climate is a statistical representation of weather patterns over extended periods, typically 30 years as

per World Meteorological Organization (WMO) standards. It encompasses averages and variability of factors like temperature and precipitation. On a broader scale, climate is the comprehensive state of the climate system, including statistics. (IPCC2)

Climate Adaptation or Resilience

The ability of ecosystems or communities to anticipate, stand against, respond, and recover from disruptive events. It involves adjusting to changing climate conditions to lessen risks and vulnerabilities.

Climate Action Plan

A comprehensive strategy detailing steps that a municipality, business, or government will take to decrease greenhouse gas emissions and prepare for climate change, fostering sustainable and resilient growth.

Climate Change

Any significant, lasting change in the average or variability of climate conditions over extensive periods. It can stem from natural processes, persistent changes in atmospheric composition due to human activities, or alterations in land use. (IPCC2)

Climate Hazard

A climate event or situation that can negatively affect human health, resources, or livelihoods, encompassing sudden shifts in climate systems like heavy rainfall or prolonged droughts.

Climate Migration

The relocation of individuals due to the effects of climate change impacting their way of life or degrading their living conditions. This can result from changing water supplies, altered agricultural yields, or factors like rising sea levels and increased storm intensity.

Climate Model

A mathematical representation used to simulate the key components of climate, including the atmosphere, oceans, land, and ice. These models are used to forecast potential future climate changes.

Climate Scenario

A structured and logical narrative of potential future climatic conditions, built on a set of assumptions about potential future events.



Climate Risk

The potential negative outcomes due to climatic changes, where valuable assets are at risk. The risk is calculated based on the likelihood of certain climate events or changes happening and the potential impact of those changes. It is a product of the system's vulnerability and the climate hazards faced. (IPCC)

Climate Vulnerability

The extent to which a system is at risk from adverse climate changes, including climate variability and extremes. It depends on how exposed the system is to these changes, its inherent sensitivity, and its ability to adapt. Vulnerability can be described as the potential negative impact minus the system's adaptive capacity. (IPCC)

Climate Vulnerability Assessment

An analysis aiming to pinpoint and categorize the threats posed by climate change. It guides the creation of strategies to address these threats and can cover diverse areas like food security, socio-economic factors, and extreme weather patterns.

Co-Benefit

Additional advantages or benefits (e.g., health, economic, societal) that arise indirectly from climate adaptation and mitigation measures.

Co-generation

A facility or system that simultaneously and efficiently produces multiple forms of energy, usually heat and power, in an integrated manner. (CARB)

Community Choice Aggregation (CCA)

CCA programs, or sometimes known as "Community Power Aggregation", empower local governments to source power for their citizens, businesses, and municipal facilities from alternative providers, while still utilizing the distribution services of their existing utilities. Setting up a CCA generally needs state-level legislation. For more details, one can visit EPA's dedicated CCA website: [EPA's CCA webpage](<https://www.epa.gov/green-power-markets/community-choice-aggregation>)

Combined Heat and Power (CHP)

A system designed to concurrently generate electricity and useful heat, aiming for optimal energy

use. Some utilities might sell the heat produced for public use, while certain industries might sell surplus electricity to other businesses or utility companies. (IPCC)

Community Power Aggregation

Refer to "Community Choice Aggregation"

Community Solar / Community Solar Garden (CSG)

Shared solar installations that allow community members to benefit from solar energy without installing panels on individual properties. Participants receive bill credits based on their share of the generated power. Generally, the electricity from community solar farms is priced lower than traditional utility rates.

Complete Streets

A street design concept that ensures streets are made to accommodate all users safely and efficiently, regardless of their mode of transportation or age.

Consistency

Ensuring that an inventory remains uniform in its methodologies and data over time. If the same methods and datasets are consistently applied over years, then the inventory is considered consistent. (IPCC)

Continuous Emission Monitor (CEM)

A monitoring system placed within smokestacks or other emission sources that continuously measures and reports air emissions. (CARB)

Cool Roof

Roofing materials engineered to reflect more sunlight and absorb less heat, thereby reducing the heat transferred to the building or its surroundings.

Cool Pavement

Pavement materials designed to reflect sunlight and decrease heat absorption, minimizing heat transfer to the nearby environment.

Criteria Air Pollutant

Specific air pollutants for which permissible exposure levels are determined, and corresponding air quality standards are established. Examples include carbon monoxide, ozone, and various particulates. The term arises from the U.S. EPA's



obligation to define these pollutants and their impacts on health and the environment. Standards can be reviewed and updated based on new scientific information. (CARB)

D

Decarbonization

The transition towards reducing carbon emissions by adopting cleaner energy sources, enhancing energy efficiency, or capturing and storing released carbon. The ultimate aim is to minimize the climate impact and move towards a carbon-neutral society.

Deforestation

The conversion of forested areas into non-forest uses. Deforestation is often linked to the amplified greenhouse effect for two main reasons: the combustion or decay of wood releases carbon dioxide, and the removed trees no longer absorb atmospheric carbon dioxide through photosynthesis. (UNFCCC)

Demand Side Management (DSM)

Initiatives designed to modify consumer energy consumption patterns using methods like education and financial incentives. DSM seeks to reduce energy consumption, particularly during peak demand periods, and shift usage to times when demand is typically lower.

Distillate Fuel Oil

A category of petroleum products obtained through standard distillation processes. This encompasses diesel fuels and fuel oils, including types like No. 1, No. 2, and No. 4 diesel fuel. These products are used in various engines, from road vehicles to trains and agricultural equipment. Additionally, No. 1, No. 2, and No. 4 fuel oils are typically employed for heating spaces and generating electricity. (EIA)

District Heating

A system that distributes heat, generated at a centralized point, via a network of pipes to provide heating for homes and businesses in a specified area or community.

E

Eco-System Services

The benefits ecosystems offer to human welfare. These benefits range from tangible resources like

Climate and Sustainability Glossary of Terms

water and food to services like air purification, flood control, and climate stabilization.

Emissions

The act of discharging certain substances, often gases in the context of climate change, into the environment. (USEPA1)

Emission Factor

A value that signifies the amount of a gas emitted or removed per unit of activity. This coefficient is usually derived from a collection of measurement data and provides a representative emission rate for a set of specific conditions. (IPCC)

Emission Inventory

A calculation of the total pollutants released into the atmosphere from various significant sources, measured over a defined period, such as daily or annually. (CARB)

Emission Rate

The quantity of a specific pollutant released over a set duration, commonly expressed in units like tons per year. (CARB)

Energy Burden

The fraction of a household's total income spent on energy costs. An "high" energy burden is identified when energy costs comprise 6% or more of the household income, while it's deemed "severe" if above 10%. (ACEEE)

Energy Savings / Energy Efficiency

Refers to the sustainable reduction in the amount of energy consumed for the same level of output or performance. For instance, a modern heater that requires less energy to provide the same warmth results in energy efficiency improvements.

Energy Tariff

A pricing structure, or utility tariff, that dictates how consumers are charged by energy providers for their electric or gas consumption. Energy tariffs are subject to government approval and review.

Environmental Justice

The equitable treatment and active participation of all individuals, regardless of their race, ethnicity, income, or origin, in the processes related to environmental laws, policies, and regulations.



Equity

Being just and fair in treatment, acknowledging that people have diverse circumstances and providing them with the necessary resources and opportunities to achieve equal outcomes. In terms of climate change, equity encompasses both shielding from environmental hazards and ensuring access to environmental benefits, irrespective of socio-economic factors.

F

Fluorocarbons

Compounds formed of carbon and fluorine, which might also contain other elements such as hydrogen, chlorine, or bromine. Notable examples include chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), hydrofluorocarbons (HFCs), and perfluorocarbons (PFCs). (UNFCCC)

Flux

(1) Materials, like limestone and dolomite, used to moderate the heat or energy demands of mineral processing, like metal smelting. They can also function as agents to produce slag. (2) The rate or volume of a liquid or gas moving across a specific area over time, such as the "CO₂ absorption rate by forests". (IPCC)

Fossil Fuel

Deposits of hydrocarbons formed from ancient organic matter, including coal, oil, and natural gas.

Fuel Combustion

The intentional burning of materials in a device designed to provide heat or mechanical energy. This process can be for direct application or use elsewhere. (IPCC)

Fuel Switch (see also "Beneficial Electrification")

The process of transitioning from one energy source to another, commonly from non-renewable sources like fossil fuels to renewable ones like wind or solar, to reduce both costs and emissions.

Fugitive Emissions

Unintentional leaks of gases from surfaces such as seals or underground pipelines due to deterioration or faults.

G

Geologic Carbon Sequestration

The practice of capturing CO₂, often from sources like coal-powered plants, and injecting it deep underground for storage. With careful site selection and management, this approach has potential in reducing atmospheric CO₂ levels. (USEPA4)

GHG

Refer to "Greenhouse Gas"

Global Environmental Change

Significant, accelerated alterations to Earth's natural systems, encompassing climate shifts, biodiversity loss, resource depletion, pollution, and other large-scale environmental disruptions. (Planetary Health Alliance)

Global Warming

The average rise in atmospheric temperature near the Earth's surface and within the troposphere, which can lead to shifts in global climate. This warming can arise from both natural phenomena and human activities. Typically, "global warming" is used to refer to the temperature increase resulting from the enhanced emissions of greenhouse gases due to human actions. See also Climate Change. (USEPA1)

Global Warming Potential (GWP)

An index that calculates the radiative effects of greenhouse gases, considering their ability to trap heat compared to carbon dioxide over a specified timeframe. The GWP evaluates the cumulative effect of these gases in the atmosphere based on their longevity and their potential to absorb infrared radiation. The Kyoto Protocol uses GWPs derived from 100-year timespan emissions. (IPCC2)

GCoM Global Covenant of Mayors

GCoM represents the world's largest alliance dedicated to urban climate leadership. Comprising over 10,000 city and local governments, GCoM's goal is to encourage and support action on climate and energy at the grassroots level globally.

Green Streets

An urban design approach that incorporates plant life, soil, and engineered structures to manage, slow, and purify stormwater runoff from surfaces that don't absorb water.



Greenhouse Effect

A natural process where specific gases in the atmosphere trap heat near the Earth's surface, leading to a warming effect. If concentrations of these greenhouse gases increase, this effect intensifies, leading to a gradual increase in the Earth's temperature. (UNFCCC)

Global Protocol for Community-Scale Greenhouse Gas Emissions Inventories

A comprehensive and transparent framework adopted globally for cities and local governments to consistently measure, calculate, and report their greenhouse gas emissions.

Greenhouse Gas

A gas that can absorb and emit infrared radiation, contributing to the greenhouse effect. Some common greenhouse gases include water vapor, carbon dioxide, methane, nitrous oxide, and certain industrial gases like hydrofluorocarbons. (UNFCCC)

Greenhouse Gas Reduction

Efforts aimed at diminishing the amount of greenhouse gases released into the atmosphere, thereby mitigating potential adverse climate impacts.

Green Infrastructure

A strategy focused on managing rainwater and stormwater using natural processes, which offers environmental, societal, and economic advantages. This approach helps counter water pollution in urbanized areas caused by stormwater carrying contaminants.

Green Roof

A roof that incorporates vegetation over a waterproof layer. Green roofs can be categorized as extensive, intensive, or semi-intensive based on the depth of planting medium and amount of maintenance they require. They offer benefits like mitigating the heat island effect, managing stormwater, and enhancing green space in urban areas.

Green Wall

This is a vertical extension of the green roof concept, where vegetation is grown on building exteriors.

Gross Domestic Product (GDP)

The total value of goods and services produced within a country's borders in a specific timeframe, typically a year. It doesn't account for the depreciation of assets or depletion of natural resources. (IPCC3)

Groundwater

Water located beneath the Earth's surface, filling the spaces between soils and rocks.

H

Halocarbons

A group of organic compounds composed partially of halogens. They encompass chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), hydrofluorocarbons (HFCs), halons, and more. Many halocarbons have significant Global Warming Potentials and some also contribute to ozone layer depletion. (IPCC2)

Hazard

The potential for an event, whether natural or human-induced, to cause harm to people, property, infrastructure, or the environment.

Heat Island

An urban area that exhibits higher temperatures than its surrounding rural areas due to human activities. This phenomenon is attributed to factors like heat-absorbing surfaces and structures. See also "Micro Heat Island".

Hydrocarbons

Compounds made up of only hydrogen and carbon atoms. The term can also refer to petroleum compounds which might contain elements like sulfur, nitrogen, or oxygen. Unsaturated hydrocarbons contain either double or triple carbon-carbon bonds. (IPCC)

Hydrofluorocarbons (HFCs)

Molecules made up of hydrogen, fluorine, and carbon. These were developed as replacements for ozone-depleting substances and are used in a variety of industrial processes. While HFCs don't deplete the ozone layer, they are potent greenhouse gases with varying Global Warming Potentials. (USEPA1)



I

ICLEI Local Governments for Sustainability:

An association of local governmental entities focused on reducing carbon emissions and fostering sustainable urban growth. ICLEI members, along with a team of specialists, collaborate through capacity building, partnerships, and peer interaction to effect change towards urban sustainability.

Impact

A consequence or effect that arises due to climate change on any system's structure or functioning. Examples include severe heatwaves, sea-level rise, or alterations in rainfall causing floods or droughts.

Indicator

A numerical representation highlighting a specific facet of vulnerability to climate change. For instance, a forecasted alteration in annual average temperature or the count of species at risk.

Intergovernmental Panel on Climate Change

Founded in 1988 by the World Meteorological Organization and the United Nations Environment Programme, the IPCC is tasked with evaluating scientific and technical information related to all facets of climate change. Harnessing expertise from hundreds of world-renowned scientists, the IPCC conducts periodic assessments, offering insights into global climate change and its repercussions. Governments worldwide view the IPCC as the primary scientific body providing information on the state of climate change science. The IPCC has also spearheaded the creation of internationally recognized methods for national greenhouse gas emission evaluations. (USEPA1)

K

Kilowatt Hour (kWh):

A unit representing electrical energy consumption, equivalent to using 1,000 watts continuously for an hour.

Kyoto Protocol

A supplement to the United Nations Framework Convention on Climate Change (UNFCCC) ratified in Kyoto, Japan, in 1997. This protocol incorporates legally binding obligations to reduce greenhouse gas emissions. Countries listed in the Protocol's Annex B pledged to reduce their emissions of six major greenhouse gases by at least 5% from 1990 levels

between 2008 and 2012. The Protocol became effective on February 16, 2005. (IPCC2)

L

Land Use and Land Use Change

Land use pertains to the human activities performed on a certain type of land cover. Meanwhile, land use change denotes alterations in how land is managed or utilized by humans, which can influence land cover. Changes in land cover and land use can affect climate properties such as surface albedo and greenhouse gas sources/sinks, potentially influencing climate on various scales. (IPCC2)

Living Streets

"Living streets" amalgamate the principles of green streets and complete streets while emphasizing the enhancement of residents' life quality in urban areas.

LULUCF

An abbreviation for "Land Use, Land Use Change, and Forestry," a category in greenhouse gas inventory documentation.

M

Megawatt Hour (MWH):

An electrical energy unit denoting the consumption of a million watts over an hour.

Methane (CH₄)

A hydrocarbon that acts as a greenhouse gas with a global warming potential estimated to be 25 times stronger than carbon dioxide. Methane arises from several sources, including decomposition in landfills, flooded rice fields, digestion in animals, and fossil fuel production. The GWP value is sourced from the IPCC's Fourth Assessment Report (AR4).

Metric Ton

Equivalent to a Megagram or 1,000 kilograms, a metric ton, sometimes referred to as a metric tonne, is a standard international unit for mass.

Micro Heat Island

Smaller localized zones within urban environments experiencing elevated temperatures in comparison to surrounding areas. Such hotspots might include asphalt roads, non-green roofs, or barren parking lots. The microclimate and unique built environment



conditions heavily influence these micro heat islands. Refer also to "Heat Island".

Million Metric Tons (MMT)

A standard measurement often utilized in greenhouse gas documentations, equivalent to a Teragram (Tg).

Mitigation:

Efforts to reduce or curb the extent or speed of long-term climatic warming and its associated effects. Mitigation typically encompasses the reduction of human-induced greenhouse gas emissions.

Mobile Sources

Transportation means that emit pollutants, including cars, motorbikes, trucks, off-road vehicles, boats, and planes. (CARB)

Mode Share

The proportion of travelers opting for a specific mode of transportation. Mode share serves as a vital metric when shaping sustainable transportation strategies in a city or region, as it highlights the prevalent use of different transport options. This metric showcases the effectiveness of infrastructures, policies, investments, and urban designs in facilitating various transport modes.

Model

A model serves as a numerically-based representation of real-world scenarios, often omitting or simplifying certain details to emphasize core elements. (IPCC)

Municipal Power Aggregation

Refer to "Community Choice Aggregation."

Municipal Solid Waste (MSW)

Waste originating from homes and certain non-hazardous industrial, institutional, and commercial sources. Typically, this waste is directed to municipal disposal sites. (USEPA1)

N**Natural Sources**

Emission sources that aren't human-induced, including biological, geological sources, wildfires, and dust carried by the wind. (CARB)

Climate and Sustainability Glossary of Terms

Net Energy Metering (NEM)

Net Energy Metering, commonly referred to as Net Metering, enables residential and business consumers generating their own solar energy to sell their surplus electricity back to the grid. The rate schedule for NEM determines compensation for this electricity. While net metering laws exist in many states, in others, utilities may offer these programs either voluntarily or due to regulatory decisions.

Net Zero Emissions (NZE)

Pertains to a community, business, institution, or building that balances its greenhouse gas emissions by producing or compensating with carbon-neutral energy, resulting in a zero net emission over a year.

Nitrogen Fixation

The process where atmospheric nitrogen gas transforms into forms beneficial for plants and other organisms, achieved through lightning, bacteria, and blue-green algae. This process is integral to the nitrogen cycle. (UNFCCC)

Nitrogen Oxides (NOx)

Gaseous compounds comprising nitrogen and oxygen. These gases emerge from vehicle exhaust and power generation. As they can form photochemical ozone, impact visibility, and harm health, they're deemed pollutants. (NASA)

Nitrous Oxide (N2O)

A potent greenhouse gas with a warming potential 298 times greater than carbon dioxide. Key sources encompass soil management practices, fossil fuel burning, and biomass combustion. Its global warming potential is derived from the IPCC's Fourth Assessment Report (AR4).

O**Ozone (O3)**

A gaseous compound composed of three oxygen atoms. In the troposphere, ozone forms naturally and through photochemical reactions involving human-produced gases. In the stratosphere, it forms when solar UV radiation interacts with diatomic oxygen. While tropospheric ozone is a greenhouse gas, stratospheric ozone is vital for blocking harmful UV radiation. (IPCC2)



Ozone Depleting Substances (ODS)

Compounds causing the depletion of the stratospheric ozone layer. This category includes substances like CFCs, HCFCs, halons, and more. These substances, predominantly stable in the troposphere, degrade in the stratosphere under UV radiation, releasing ozone-depleting chlorine or bromine. (IPCC)

P

Perfluorocarbons (PFCs)

Man-made compounds solely composed of carbon and fluorine. Used as substitutes to ozone-depleting substances and emitted during certain industrial processes. Despite not depleting the ozone, they are formidable greenhouse gases. (IPCC's Fourth Assessment Report (AR4))

Phantom Load

Refers to the power consumed by electronic devices and appliances even when switched off. Devices drawing "phantom loads" constantly utilize electricity.

Photosynthesis

A biological process where plants absorb carbon dioxide to produce carbohydrates, releasing oxygen in the process. The mechanism varies based on different atmospheric carbon dioxide concentrations. (IPCC2)

Plug Load

Refers to the energy consumption of devices plugged into electrical outlets. In offices, major plug loads include computers, printers, and copiers. As buildings become more energy efficient, the relative importance of plug loads increases.

POC

An acronym for "People of Color" or "Person of Color", encompassing all non-white demographic groups. See also "BIPOC"

Point Sources

Specific locations emitting pollutants into the atmosphere, like industrial smokestacks. (CARB)

Power Purchase Agreement (PPA)

A contract where one party, the generator, produces electricity, and the other, the buyer, agrees to purchase it. Individual or grouped customers can

forge PPAs with energy developers. PPAs enable long-term renewable energy commitments and can serve as direct renewable energy investments.

Property-Assessed Clean Energy (PACE)

A financial structure allowing property owners to fund renewable energy and energy efficiency improvements. Eligible properties include residential, commercial, and industrial sites. Upgrades can be geared toward energy efficiency, renewable energy, and water conservation.

Process Emissions

These are emissions resulting from chemical transformations in industrial processes that are distinct from burning. (IPCC)

R

Radiative Forcing

A shift in equilibrium between incoming sunlight and outgoing infrared radiation. Ordinarily, the Earth's incoming and outgoing radiations are almost balanced. However, the introduction of greenhouse gases captures more infrared radiation, reflecting it back to Earth's surface, leading to a warming effect. (UNFCCC)

Reforestation

The act of reintroducing forests on lands that once held forests but were later repurposed. (IPCC2)

Regeneration

The process of reestablishing young trees, either naturally or through human intervention, typically preserving the existing forest type after the previous forest has been removed. (CSU)

Renewable Energy

Energy sourced from naturally renewable elements such as the sun, wind, water, and geothermal heat.

Renewable Energy Credits (RECs)

Certificates representing the benefits and attributes of electricity generated from renewable sources. Each REC represents one megawatt-hour (MWh) of renewable electricity dispatched to the grid. The largest reduction in Evanston's emissions is attributed to REC purchases.



Residence Time

The typical duration a single atom or molecule remains in a particular storage area. In the context of greenhouse gases, it generally refers to the duration a molecule lingers in the atmosphere. (UNFCC)

Resilience

The capacity to foresee, ready for, counteract, and promptly bounce back from climate-induced threats, ensuring minimal damage to society, economy, and natural settings.

Reservoir

Either (1) a part of the climate system where a greenhouse gas or its precursor is housed; or (2) human-manipulated water bodies where significant variations in water area might occur due to water regulation. (IPCC)

Respiration

A biological process where living entities transform organic substances into carbon dioxide, using up oxygen and releasing energy in the process. (IPCC2)

Retro-commissioning

A comprehensive approach to enhance a building's operational efficiency by ensuring its control systems operate optimally and align with the building's intended and actual usage.

Ride-share

A system where individuals share transport means, usually through carpooling or joining a vanpool. Typically facilitated by a platform connecting drivers with potential riders.

S

Scope 1:

Refers to emissions discharged directly within the city's boundaries due to fossil fuel combustion and the decomposition of waste in landfills and wastewater facilities.

Scope 2:

Refers to emissions generated outside the city resulting from the city's consumption of electricity.

Scope 3:

Pertains to emissions linked to local government functions that can be quantified and disclosed but

don't fall under Scope 1 or 2. Examples include outsourced activities and commuting of employees.

Short Ton

A standard ton measurement in the U.S., equivalent to 2,000 lbs or about 0.907 metric tons. (USEPA1)

Sink

Any activity, process, or mechanism responsible for removing a greenhouse gas, aerosol, or their precursor from the atmosphere. (IPCC2)

Social Cost of Carbon

An estimation of the economic damage due to climate change effects, calculated as the monetary value of total damages arising from emitting a single ton of carbon dioxide.

Solar Radiation

The sun's emitted electromagnetic waves. This radiation, also known as shortwave radiation, has wavelengths mainly in the visible spectrum due to the Sun's temperature. (IPCC2)

Solar Photovoltaic (PV)

A system that directly transforms sunlight into electricity using semiconductors, primarily silicon. Suitable for homes, businesses, and large-scale operations, solar PV systems can be roof-mounted, ground-based, or integrated into building structures to produce renewable energy. (NREL)

Source

Any process or activity that introduces greenhouse gases, aerosols, or their precursors into the atmosphere. (IPCC2)

Stationary Sources

Fixed locations like power stations, manufacturing plants, and refineries that emit pollutants into the air. (CARB)

Strategy / Strategic Goal

Detailed directions built upon the foundation of the sustainability vision and GHG reduction objectives that guide future policy decisions, community investments, and initiatives.

Sulfur Dioxide (SO₂)

A molecule made of one sulfur atom and two oxygen atoms. Released both naturally and by human



activity, it can transform into sulfate aerosols in the atmosphere. These aerosols can cool the Earth's surface, contribute to acid rain, and decrease visibility. (UNFCC)

Sulfur Hexafluoride (SF6)

A colorless gas that mixes well with alcohol and ether but less so with water. It's an extremely potent greenhouse gas, with a global warming potential much higher than carbon dioxide (CO₂). SF₆ is predominantly used in electricity transmission and as an insulator in electronics. Its global warming potential is derived from the IPCC's Fourth Assessment Report (AR4).

T

Terrestrial Carbon Sequestration

The process where trees, plants, and crops absorb carbon dioxide (CO₂) from the atmosphere through photosynthesis and store it as carbon in biomass (like tree stems, branches, and roots) and soil. This stored carbon creates "sinks" which counteract emissions when the absorbed carbon is greater than the released carbon over time. (USEPA3)

Therm

A unit of energy equivalent to 100,000 British Thermal Units, roughly akin to the energy in 100 cubic feet of natural gas. Commonly used to gauge natural gas consumption for billing.

Total Organic Gases (TOG)

Organic gases that encompass both reactive and relatively non-reactive compounds, such as methane. (CARB)

Transparency

Clear presentation of methodologies and assumptions used in an inventory so users can easily replicate and evaluate the inventory. Transparency is crucial for effective communication and consideration of information. (IPCC)

Trend

A measure of a quantity's change over time. A positive trend signifies growth, while a negative one indicates a decline. It's expressed in percentage or fractional terms concerning the quantity's initial value. (IPCC)

Climate and Sustainability Glossary of Terms

U

Urban Tree Canopy

The composition and traits of trees in urban settings.

VMT Vehicle Miles Traveled:

Represents the distance traveled by vehicles, be it cars, trucks, or motorcycles. Each mile is counted as one vehicle mile, irrespective of the number of passengers.

Vision Zero:

A strategy aiming to eradicate all severe injuries and fatalities from traffic accidents, ensuring safe and equal mobility for everyone. [Referenced from <https://visionzeronetWORK.org/>]

Vulnerability

The extent to which a system is exposed to, sensitive to, or unable to handle the adverse impacts of climate change. This encompasses:

- Exposure: The presence of assets or organisms in areas potentially adversely impacted by climate change.
- Sensitivity: The level at which assets or organisms are impacted by climate change.
- Adaptive capacity: The capability of systems, assets, or organisms to adjust to detrimental impacts.

W

Water Vapor

The predominant greenhouse gas present in the form of water in its gaseous state in the atmosphere. Water vapor is a natural part of the greenhouse effect. Its concentration is not significantly altered by human activities, but it amplifies the greenhouse effect due to positive feedback mechanisms. Water vapor also plays a vital role in climate regulation by forming clouds and precipitation. (UNFCC)

Weather

Weather represents the immediate atmospheric conditions at a specific time and place, while climate refers to the long-term average of these conditions in a particular region over an extended period. In simpler terms, weather is what you experience outdoors on any given day, while climate describes the typical weather patterns you'd anticipate for a particular season and location.



Z

Zero Emission Vehicles (ZEV)

A vehicle that doesn't release harmful pollutants during its operation. Examples include electric cars, hydrogen-fueled vehicles, and bicycles. These emissions, when released, can have detrimental effects on both the environment and human health.

Zero Waste

An approach focusing on the efficient utilization of resources through responsible production, consumption, and recovery. This means products, packaging, and materials are reused and recycled without causing harm to the environment or health, and without resorting to incineration or releases to land, water, or air.

D

Potential Cumulative Community Costs and Savings from Plan Implementation

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return to TOC](#)

The total estimated cumulative cost savings potential of successfully implementing the Climate Action Plan are summarized to the right.

The net savings shown take into account estimated gross cost savings as well as estimated costs. The following pages document the assumptions, calculations, and source references used.

Cumulative Economic Savings Potential of Implementing the CAP Through 2030

Transportation Economic Potential:

Sector Savings: \$80,576,134
Sector Cost Increases: -\$388,446 (with tax credit)

Potential Sector Net Cost Savings:

\$80,187,688

+

Buildings + Energy Economic Potential*:

Sector Savings: \$20,473,202
Sector Cost Increases: -\$17,696,319

Potential Sector Net Cost Savings:

\$2,776,882

+

Waste Reduction Economic Potential:

Residential Savings: \$10,921,760
Commercial Savings: \$2,983,264

Potential Sector Net Cost Savings:

\$13,905,024

=

**Cumulative Community-
Wide Savings Potential:**

\$96,869,594* **

* Value does not include avoided costs associated with extreme weather events, economic potential of job creation, nor new business potential represented in the Climate Action Plan actions.

** Value does not include social cost of carbon.

Summary of Estimated Cumulative Savings of Modeled Reductions City of New Brighton

Notes Transportation

VTM Reductions (public transit, bike, walk, etc)

Formula:

Cumulative vehicle miles saved x Average vehicle operation cost per mile = Gross VMT savings

VMT saved (year 10) 15,644,821

Cumulative vehicle miles saved: 86,046,517

1 Average vehicle operating cost per mile: \$0.720

Gross VMT savings \$61,953,492

1 Savings per VMT based on AAA estimates <https://newsroom.aaa.com/wp-content/uploads/2022/08/2022-YourDrivingCosts-FactSheet-7-1.pdf> ,
<https://www.slashgear.com/aaa-says-it-costs-about-74-cents-per-mile-to-drive-23496316/> <https://www.thesimpledollar.com/save-money/is-it-really-cheaper-to-ride-the-bus/>

Increased Public Transit Use

Formula:

Cumulative increased public transit mileage x Average public transit cost per mile = Increased spending on public transit

Increased public transit miles (year 10) 4,141,276

Cumulative increased public transit miles: 22,777,027

2 Average public transit cost per mile \$0.127

Increased spending on public transit \$2,898,894

2 Cost per commuter public transit mile calculated using cost of monthly transit pass divided by average monthly commuter miles.
<https://www.census.gov/programs-surveys/sis/resources/data-tools/quickfacts.html> <https://www.transitchicago.com/passes/>

EV and Alt Fuel Conversions

Formula:

Cumulative VMT converted to EV/alt fuel x Average vehicle operation cost savings per mile = Gross EV VMT savings - Gross EV purchase spending difference = Net EV VMT Savings

VMT converted to EV/Alt fuel (year 10) 18,997,488

Cumulative VMT converted to EV/alt fuel 104,486,183

3 Average fuel savings per mile: \$0.138

4 Average vehicle maintenance savings per mile: \$0.040

Gross EV VMT savings \$18,622,642

5 Spending difference per vehicle on EV purchase vs ICE purchase (annualize) \$236,500

New electric vehicle purchases 1,930

Gross EV purchase spending difference \$2,510,448

Net EV VMT savings \$21,133,090

3 Fuel Savings per VMT based on average reported gasoline costs (<https://gasprices.aaa.com/state-gas-price-averages/>) divided by current average MPG (Federal Highway Administration: <https://www.fhwa.dot.gov/policyinformation/quickfinddata/qftravel.cfm>) compared against average fuel cost per mile using current kWh rate (<https://www.electricitylocal.com/>) and average kWh/100 mile data (<https://www.fueleconomy.gov/feg/PowerSearch.do?action=noform&path=1&year1=2017&year2=2019&vtype=Electric>)

4 Maintenance savings per mile based on US Department of Energy FOTW #1190, June 14, 2021: Battery-Electric Vehicles Have Lower Scheduled Maintenance Costs than Other Light-Duty Vehicles: <https://www.energy.gov/eere/vehicles/articles/fotw-1190-june-14-2021-battery-electric-vehicles-have-lower-scheduled>

5 Average EV purchase price increase per vehicle on Kelly Blue Book average EV purchase price compared to average gasoline vehicle purchase price (<https://www.kbb.com/car-advice/electric-car-faqs/>) with the \$7,500 IRA Clean Vehicle Tax credit applied, then dividing the sum by assumed average lifespan of 10 years

Potential Total Cumulative Transportation Cost Savings

Formula:

Transportation sector savings - Transportation sector cost increases = Potential Total Cumulative Transportation Cost Savings

Transportation Sector Savings

Gross VMT savings \$61,953,492

Gross EV VMT savings \$18,622,642

Total Gross Transportation Savings \$80,576,134

Transportation Sector Cost Increases

Increased spending on public transit -\$2,898,894

Gross EV purchase spending difference \$2,510,448

Total Gross Transportation Cost Increases -\$388,447

Potential Total Cumulative Transportation Cost Savings \$80,187,688

Summary of Estimated Cumulative Savings of Modeled Reductions City of New Brighton

Notes Energy - Residential

Residential Savings - grid electricity to solar

Formula:

Cumulative kWh converted to solar x Average cost savings per kWh = Residential solar savings

Residential kWh converted	1,243,011
Cumulative residential kWh converted	6,836,559
Average solar cost savings per solar kWh	\$0.046

6a	Average solar installation cost per KW	\$2,740.00
7	Average kWh produced annually per solar pv KW installed	1,287
	Estimated installed solar PV KW installed (year 10)	966
	Estimated total solar installation costs	\$2,646,347.592
8	Est average lifespan kWh produced per solar pv KW installed	38,429
8	Estimated cumulative lifespan kWh produced	37,115,523
9	Estimated value of cumulative lifespan kWh produced	\$5,193,967.049
	Average solar cost savings per kWh produced	\$0.069
	Residential solar savings	\$315,574

6 Recent average cost per KW is 1000x the per watt cost reported by Solar Reviews <https://www.solarreviews.com/solar-panel-cost/minnesota>

7 Calculations are based on the geographic energy production factor (<https://www.nrel.gov/docs/fy04osti/35297.pdf>) multiplied by an average performance ratio of 78% (<https://www.nrel.gov/docs/fy13osti/57991.pdf>)

8 Based on an assumed average useful life of 32.5 years according to NREL research (<https://www.nrel.gov/analysis/tech-footprint.html>) with an average degradation rate of 5% (<https://www.nrel.gov/state-local-tribal/blog/posts/stat-faqs-part2-lifetime-of-pv-panels.html>)

9 Savings per kWh based on average electricity cost per kWh (<https://www.electricitylocal.com/>) calculated to year 10 using an average electrical cost inflation of 2% annually

Residential Savings - electrical energy efficiency

Formula:

Cumulative kWh saved from energy efficiency x Average cost per kWh = Gross Residential electrical energy efficiency savings - Residential Efficiency

Upgrade Costs = Net Residential Electrical Energy Efficiency Savings

	Residential kWh saved (year 10)	2,710,164
	Cumulative residential kWh saved	14,905,902
11	Average cost per kWh	\$0.115
	Gross Residential electrical energy efficiency savings	\$1,711,198
12	Residential Electrical Efficiency Upgrade Costs	\$1,505,854
	Net Residential Electrical Energy Efficiency Savings	\$205,344

11 Energy efficiency savings per kWh saved based on average electricity cost per kWh: <https://www.electricitylocal.com/>

12 Assumed energy efficiency upgrade costs are calculated assuming an average ROI of 12% (<https://www.aceee.org/blog/2019/05/existing-homes-energy-efficiency>)

Residential Savings - natural gas energy efficiency

Formula:

Cumulative therms saved from energy efficiency x Average cost per therm = Gross Residential natural gas energy efficiency savings - Residential

Natural Gas Efficiency Upgrade Costs = Net Residential Electrical Natural Gas Efficiency Savings

13	Residential therms saved (year 10)	631,309
13	Cumulative residential therms saved	3,472,200
14	Average cost per therm	\$1.840
	Gross Residential natural gas energy efficiency savings	\$6,388,847
13,15	Residential Natural Gas Efficiency Upgrade Costs	\$5,622,185
	Net Residential Electrical Natural Gas Efficiency Savings	\$766,662

13 Includes fuel switching from fossil fuel heat to electric

14 Energy efficiency savings for natural gas is based on average natural gas cost per therm <https://naturalgaslocal.com/>

15 Assumed energy efficiency upgrade costs are calculated assuming an average ROI of 12% (<https://www.aceee.org/blog/2019/05/existing-homes-energy-efficiency>)

Potential Total Cumulative Residential Energy Cost Savings

Formula:

Residential solar savings + Residential community solar savings + Residential electrical efficiency savings + Residential natural gas energy efficiency savings - Residential increased electrical costs = Potential Total Cumulative Residential Energy Savings

Residential solar savings	\$315,574
Residential community solar savings	\$0
Residential electrical efficiency savings (net)	\$205,344
Residential natural gas energy efficiency savings (net)	\$766,662
Residential increased electrical costs	Included above
Potential Total Cumulative Residential Energy Savings	\$1,287,579

Summary of Estimated Cumulative Savings of Modeled Reductions City of New Brighton

Notes Energy - Commercial

Commercial Savings - grid electricity to solar

Formula:

Cumulative kWh converted to solar x Average cost savings per kWh = Commercial solar savings

Commercial kWh converted (year 10)	1,237,043
Cumulative commercial kWh converted	6,803,737
Average solar cost savings per kWh	\$0.007

6b	Average solar installation cost per KW	\$1,060.00
7	Average kWh produced annually per solar pv KW installed	1,403
	Estimated installed solar PV KW installed (year 10)	882
	Estimated total solar installation costs	\$934,948.741
8	Estimated average lifespan kWh produced per solar pv KW installed	41,878
8	Estimated cumulative lifespan kWh produced	36,937,332
9	Estimated value of cumulative lifespan kWh produced	\$3,930,804.824
	Average solar cost savings per kWh produced	\$0.081
	Commercial solar savings	\$48,174

6b Recent average cost per KW is 1000x the per watt cost reported for commercial solar arrays by NREL <https://www.nrel.gov/solar/market-research-analysis/solar-installed-system-cost.html>

7 Calculations are based on the geographic energy production factor (<https://www.nrel.gov/docs/fy04osti/35297.pdf>) multiplied by an average performance ratio of 85% (<https://www.nrel.gov/docs/fy13osti/57991.pdf>)

8 Based on an assumed average useful life of 32.5 years according to NREL research (<https://www.nrel.gov/analysis/tech-footprint.html>) with an average degradation rate of 5% (<https://www.nrel.gov/state-local-tribal/blog/posts/stat-faqs-part2-lifetime-of-pv-panels.html>)

9 Svings per kWh based on average electricity cost per kWh (<https://www.electricitylocal.com/>) calculated to year 10 using an average electrical cost inflation of 2% annually

Commercial Savings - electrical energy efficiency

Formula:

Cumulative kWh saved from energy efficiency x Average cost per kWh = Gross Commercial electrical energy efficiency savings - Commercial Efficiency

Upgrade Costs = Net Commercial Electrical Energy Efficiency Savings

	Commercial kWh saved (year 10)	22,458,528
	Cumulative commercial kWh saved	123,521,904
4	Average cost per kWh	\$0.087
	Gross Commercial electrical energy efficiency savings	\$10,783,462
8	Commercial Electrical Efficiency Upgrade Costs	\$9,489,447
	Net Commercial Electrical Energy Efficiency Savings	\$1,294,015

4 Energy efficiency savings per kWh saved based on average electricity cost per kWh: <https://www.electricitylocal.com/>

8 Assumed energy efficiency upgrade costs are calculated assuming an average ROI of 12% (<https://www.aceee.org/blog/2019/05/existing-homes-energy-efficiency>)

Commercial Savings - natural gas energy efficiency

Formula:

Cumulative therms saved from energy efficiency x Average cost per therm = Gross Commercial natural gas energy efficiency savings - Commercial

Natural Gas Efficiency Upgrade Costs = Net Commercial Electrical Natural Gas Efficiency Savings

Commercial therms saved (year 10)	627,886	
Cumulative commercial therms saved	3,453,373	
9 Average cost per therm	\$0.355	
	Gross Commercial natruall gas energy efficiency savings	\$1,225,947
8	Commercial Natural Gas Efficiency Upgrade Costs	\$1,078,834
	Net Commercial Natural Gas Energy Efficiency Savings	\$147,114

9 Energy efficiency savings for natural gas is based on average natural gas cost per therm <https://naturalgaslocal.com/>

8 Assumed energy efficiency upgrade costs are calculated assuming an average ROI of 12% (<https://www.aceee.org/blog/2019/05/existing-homes-energy-efficiency>)

Potential Total Cumulative Commercial Energy Cost Savings

Formula:

Commercial solar savings + Commercial community solar savings + Commercial electrical efficiency savings + Commercial natural gas energy efficiency savings - Commercial increased electrical costs = Potentail Total Cumulative Commercial Energy Savings

Commercial solar savings	\$48,174
Commercial community solar savings	\$0
Commercial electrical efficiency savings	\$1,294,015
Commercial natural gas energy efficiency savings	\$147,114
Commercial increased electrical costs	Included above
Potentail Total Cumulative Commercial Energy Savings	\$1,489,304

Potential Total Cumulative Energy Cost Savings (Residential + Commercial)

Formula:

Energy sector savings - Energy sector cost increases = Potentail Total Cumulative Energy Cost Savigns

Energy Sector Savings

Total solar energy savings	\$363,748
Total community solar energy savings	\$0

Total energy efficiency savings - electricity	\$12,494,660
Total energy efficiency savings - natrua! gas	\$7,614,794
Total Gross Energy Savings	\$20,473,202

Energy Sector Cost Increases	
Total solar PV installation costs	(included in estimated Total Solar Energy Savings)
Total energy efficiency upgrade costs - electricity	-\$10,995,301
Total energy efficiency upgrade costs - natrua! gas	-\$6,701,019
Total Gross Energy Cost Increases	-\$17,696,320

Potentail Total Cumulative Energy Cost Savings	\$2,776,883
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Summary of Estimated Cumulative Savings of Modeled Reductions City of New Brighton

Notes Solid Waste - Residential

Residential savings - Food Waste Reduction

Formula:

Cumulative tons of food waste reduced and diverted x Average cost savings per ton = Residential food waste savings

Residential food waste reduced (year 10) 804

Cumulative residential food waste reduced 4,424

11 Average cost savings per ton reduced \$2,469

Residential food waste savings \$10,921,760

11 Value per ton of residential food waste avoided is based on average for Prevent and Recover strategies by ReFED "A ROADMAP TO REDUCE U.S. FOOD

Potential Total Cumulative Residential Solid Waste Reduction Cost Savings

Residential food waste savings \$10,921,760

Notes Solid Waste - Commercial

Commercial savings - Solid Waste Reduction

Formula:

Cumulative participant/years x Average reported cost savings per participant/year = Commercial solid waste savings

Participating businesses (year 10) 120

Cumulative participant/years 660

12 Average cost savings per participant/year \$475

Commercial solid waste savings \$313,500

12 Savings per business engaged in waste reduction programs are based on MN WasteWise reported average business savings (\$431) escalated to 5 year

Commercial savings - Food Waste Reduction

Formula:

Cumulative tons of food waste reduced and diverted x Average cost savings per ton = Commercial food waste savings

Commercial food waste reduced (year 10) 983

Cumulative residential food waste reduced 5,407

13 Average cost savings per ton reduced \$494

Commercial food waste savings \$2,669,764

813waste/ .

Potential Total Cumulative Solid Waste Savings

Formula:

Residential Food Waste Savings + Commercial Solid Waste Savings + Commercial Food Waste Savings = Potential Total Cumulative Solid Waste Savings

Residential Food Waste Savings \$10,921,760

Commercial Solid Waste Savings \$313,500

Commercial Food Waste Savings \$2,669,764

Potential Total Cumulative Solid Waste Savings \$13,905,024

E

Equity Listening Session Summary

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The New Brighton CAP community engagement initiative aimed to foster shared ownership by involving the community consistently, diversely, and in multiple capacities, while promoting their involvement in decisions. A major portion of this effort targeted communities usually lacking resources, especially vulnerable to climate change effects. The City Council set a distinct goal of equity-centered engagement. Transformational Solutions, an equity-focused engagement consultant, was enlisted to conduct listening sessions with marginalized communities. The following is Transformational Solution's summary of these sessions and insights.



New Brighton CAP Equity Community Engagement Approach and Progress

Prepared by: Huda Ahmed

March 24, 2023

Goal

The goal of the New Brighton CAP equity community engagement plan is to cultivate community co-ownership and input by engaging them early, often, and in multiple ways.

Approach

Towards this engagement goal, the community engagement approach includes inviting community members to take part in CAP planning activities that vary in level of commitment and time needed for participation. This tiered engagement is meant to meet community members, particularly under-resourced communities, where they are and supply opportunities for them to take part at their level of interest, time, and capacity. Listed in level of time and commitment needed, the engagement opportunities presented to community are:

1. **Host Community Input Session:** With this activity, a community host works with the engagement consultant to recruit and host either an in-person or virtual listening session where community members can supply their input or feedback to the CAP. Community hosts were offered a small stipend for their time recruiting and co-hosting.
2. **Participate in Community Input Session:** Community participants at this level attend a community input session and supply their input or feedback to the CAP. Participants were offered a gift card to cover their time and expenses related to participating in the listening session.
3. **Complete Survey:** This engagement level required the least amount of time and participants supplied their input by completing an electronic survey.

Finding Community Champions

The first step in engaging community was to identify which communities were already easy to engage and which communities were harder to reach. Through conversation with New Brighton staff and Census Quick Facts we found New Brighton under-resourced communities to be:

- Communities of Color, particularly a large East African and Latino community, Native residents, and the Black community
- Low SES renters residing in mobile home parks and apartment buildings specifically; Oak Grove, Windsor, and Aspen Glen
- Seniors

To identify community members within those communities who might participate or host listening sessions, Transformational Solutions conducted two rounds of outreach and interviews.

The first round of interviews was with city staff who helped identify community level leaders to connect with and how best to connect with them. Staff helped that connection by providing e-mail introductions. This first round interviews included:

- Craig Schlichting
- Sgt. Matt Farmer
- Mark Suggs
- CM Abdullahi Abdulle

First round interview questions included:

- How has the city traditionally worked with communities? What is the relationship like between city and community?
- How do questions of race, equity, and access influence how the city thinks about collaborating with community?
- Are there any issues or topics that are “landmines” (tensions) we need to stay away from or be aware of as we engage with community members?
- Are there any community members that you think would be good connection for this project?

The second round of interviews were with leaders that had been named by first interviewees. This round focused on finding leaders who might be interested in hosting listening sessions or provide connections to others. or hosting a listening session around the New Brighton Climate Action Plan. Second round interviewees included:

- Faith Leaders that were part of the Police Department’s Faith Community partnership
- Carlos Herrera (Oak Grove)
- Burhan Elmi (East African long time city resident)

Progress

As a result of this engagement, there is planning in progress to conduct three listening sessions at the following:

- Oak Grove Mobile Homes (Large Latino Community)
 - Mid-April
- Windsor OR Aspen Glenn (Large East African Community)
 - Mix of East African community at Windsor (Oromo, Somali) vs. Mostly Somalis at Aspen Glenn
 - Ideally, there would be participation from a variety of East African communities, which requires finding a middle place between the two locations.
 - This listening session would be at the end of April, waiting for Ramadan to pass.
- Meadowood Shore (Seniors)
 - Mid-late April

New Brighton Climate Action Plan Community Input (Pre-Draft)

The following input was gathered from three listening sessions and an interview held with New Brighton community members. The three listening sessions and interviews were with:

- Seniors at Meadowood Shores Senior Living (11 participants)
- Irondale High school (15 participants)
- Somali Residents (4 participants)
- Carlos Herrera, Oak Grove Mobile Park

Input

- School infrastructure and programs, specifically:
 - Waste management
 - Currently at school, trash and recycling end up together in trash dumpster.
 - Reusable lunch trays and budget for staff to wash them.
 - Community/School Garden
 - Education program that helps students (and community) understand the “why.”
 - Include as part of the regular curriculum in Elementary school.
 - Have the Environmental Science program be more accessible to more students.
 - Community wide events to promote walking or biking.
 - Parts of the city are not easily walkable, built like country roads...things are very far apart.
- Connect parks to eliminate driving from one park to another.
- Offer community wide incentives and education to promote conversion to pollinator friendly laws...including on city owned properties. Native grass etc.
 - Encourage even more limiting of watering lawns.
- Put more trees in poorer neighborhoods.
- Offer free public transportation to the farmers market, making sure to have multiple stops and routes in low-income parts of the cities. Also incentivize more farmers to participate.
- The farmers market in the city is limited in time and needs to be open more often. Residents are currently going to Minneapolis or other cities due to this issue. Consider adding more times or even additional markets.
- Offer incentives for homeowners and landlords to install solar panels.
- Incentive program for renters to be able to replace their windows, many renter homes are old and energy bills are very high in the city.
- Information about city services like yard waste pick up, composting options are not easily accessible. Many are dropping off their yard waste which is not easy.
- Increase bus stops and times.
- Encourage shops and shoppers to eliminate the use of plastic bags.

- Snow is not plowed equitably and some neighborhoods like Oak Grove, do not have garbage dumpsters. There is construction garbage and tires etc. being dumped in the back of the neighborhood.

Limitations

- It was challenging to connect with the Latino community due to tensions between the landlords and tenants. Many community members that were engaged said that it was critical to connect with the Oak Grove community due it being one of the lower income neighborhoods in New Brighton, as it is primarily immigrant. The city was uncomfortable having a listening session hosted by a resident and months of planning came to an end there. In order to get any input, one community resident was interviewed. For the climate action plan to effectively reach vulnerable communities, it is important that the city continue to build a relationship and venues to build trust and engagement with the Oak Grove community.

New Brighton Climate Action Plan Community Input (Post-Draft)

The following input was gathered from two listening sessions. The listening sessions were with:

- Seniors at Meadowood Shores Senior Living (9 participants)
- Somali Residents (5 participants, residents from Foss Rd. Apartments)

Input

- The Draft Climate Action Plan is very thorough and easy to understand.
- Require waste management to define what is recyclable and what is not. It's often a guessing game.
- Offer incentives or fees when requiring businesses or residents to follow activities in the plan.
- Partner with and incentivize big businesses, like Cubs, to make changes and broadcast it for everyone to know.
- Give more thought on how to get people to make these changes. Long term education and promotion campaigns.

F

Acknowledgements

 [Click here to return to TOC](#)

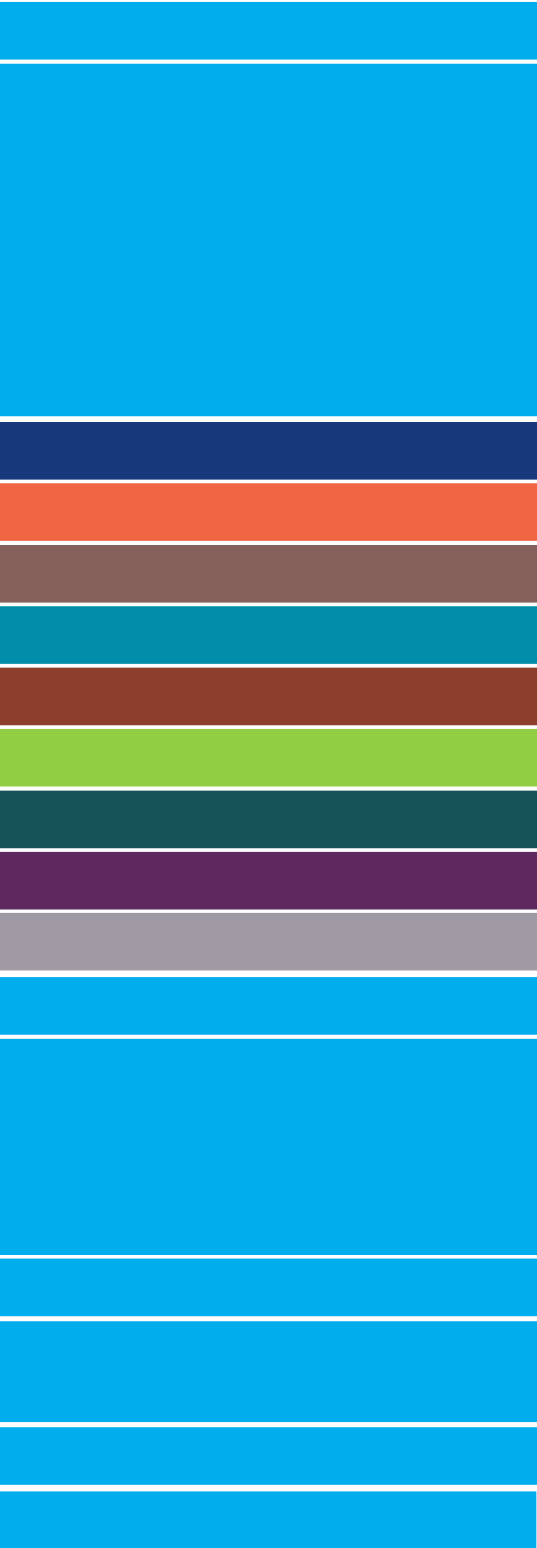
We are deeply grateful for the community collaboration and input that went into this plan. Below are some of the main contributors that made New Brighton's first Climate Action Plan possible:

Climate Action Team			
Name	Affiliation	Name	Affiliation
Pauline Alfors	Resident	Colleen Johnson	Resident
Pam Anderson	Resident	Jeff Johnson	Facilities Manager (Parks and Recreation)
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Matthew B Arndt	Resident	Fiona McCabe	Resident
Camille Bahr	Resident	Abraham McEathron	Resident
Jacqueline Beavens	Resident	Tim McQuillan	Resident
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Katherine Ferrier	Resident	Anna Pearson	Resident
Jennifer Fink	Parks and Recreation Director	Laura Scheid	Resident
Kelly Frush	Resident	Craig Schlichting	Director of Community Assets and Development
Carl Gillies	DCAD Technician	Brandon Schmidt	Resident
Ben Gozola	Assistant Director of Community Assets and Development	Mark Suggs	DEI Coordinator
Mary Gute	Resident	Eric Volk	Public Works Superintendent
Chelsea Hall	Resident	Robert Walker	Resident
Catherine Harrison	Resident	Chris Wolla	Parks Superintendent
Jason Hicks	Assistant Director of Parks and Recreation	Melvon Baker	Three Sisters Rentals and Entertainment

Thank you to the New Brighton Energy Action Team who participated in Xcel Energy's Partners in Energy program in 2023 to create the Energy Action Plan, which is incorporated into the related energy elements of this plan.

Energy Action Team	
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Michael Wilhelmi	Community Relations Manager, Xcel Energy

Prepared By:





Agenda Section:	Business
Item:	3
Report Date:	12/28/2023
Meeting Date:	1/9/2024

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of Living Streets Plan	
DEPARTMENT HEAD’S APPROVAL: <u>CGS</u>	CITY MANAGER’S APPROVAL: <u>DM</u>
Action Requested: <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Informational Form of Action: <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Contract/Agmmt <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Other Votes Needed: <input checked="" type="checkbox"/> 3 votes <input type="checkbox"/> 4 votes <input type="checkbox"/> 5 votes <input checked="" type="checkbox"/> N/A	
<u>Summary Statement:</u>	<ul style="list-style-type: none"> ▪ In January 2023 City Council and staff identified and committed to the following Strategic Priorities: <ul style="list-style-type: none"> ○ Sustainable and Reliable Infrastructure ○ Operational Effectiveness ○ Environment and Sustainability ○ Diversity, Equity, and Inclusion ○ Livable Community ▪ Looking specifically at Sustainable and Reliable Infrastructure, the intent is to enhance the quality of life for our residents, businesses, and visitors by providing well-maintained, cost-effective, and sustainable infrastructure. The key programs and initiatives established to reach this goal for 2023 and beyond: <ul style="list-style-type: none"> ○ Develop a Living Streets Plan and Policy ○ Complete annual street projects ▪ Draft Living Streets Plan was presented to the City Council, Public Safety Commission, and PREC ▪ Each annual street project will consider Living Street Improvements as part of the feasibility process
<u>Recommendation(s):</u>	<ul style="list-style-type: none"> ▪ Approve Living Streets Plan
<u>Applicable Deadlines:</u>	<ul style="list-style-type: none"> ▪ NA
<u>Legislative History:</u>	<ul style="list-style-type: none"> ▪ October 10, 2023 City Council Work Session ▪ November 1, 2023 PREC ▪ November 13, 2023 Public Safety Commission

Strategic Priority: ☒ Sustainable & Reliable Infrastructure ☐ Operational Effectiveness
☐ Environment & Sustainability ☐ Diversity, Equity, & Inclusion
☒ Livable Community ☐ N/A

Financial Impact: Is there a financial consideration? ☐ No ☒ Yes:

Financing Sources: ☐ Budgeted ☐ Budget Modification
☐ New Revenue ☐ Use of Reserves ☒ Other

Costs for construction will be included in annual project feasibility reports.

Attachments:

- Plan
- Presentation



Craig Schlichting

Director of Community Assets and Development



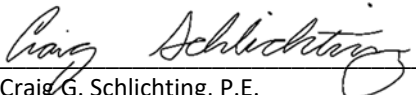
LIVING STREETS PLAN



LIVING STREETS PLAN

PREPARED BY
CITY OF NEW BRIGHTON
DEPARTMENT OF COMMUNITY ASSETS AND DEVELOPMENT
651-638-2050

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


Craig G. Schlichting, P.E.

Date 1/9/2024

Registration Number 41295

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Acknowledgements

The City of New Brighton Community Assets and Development Department thanks the following for their work in developing the Living Streets Plan:

New Brighton City Council

Mayor Kari Niedfeldt-Thomas

Member Emily Dunsworth

Member Graeme Allen

Member Abdullahi Abdulle

Member Pamela Stegora Axberg

Senior Leadership Team

City Manager

Assistant City Manager

Finance Director

Parks and Recreation Director

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Director of Community Assets and Development

DEI Coordinator

Devin Massopust

Jen Lehmann

Gina Foschi

Jennifer Fink

Tony Paetznick

Craig Schlichting

Hue Schlieu

Commissions

Public Safety

Parks Recreation and Environmental

Equity



Background

The New Brighton City Council officially adopted a Comprehensive Street Plan on November 12, 1980. A core function of this plan includes each street within New Brighton being scheduled for replacement every 25-30 years. Based on how New Brighton was developed, staff identified in 2015 that future reconstruction years would yield high volumes of mileage being reconstructed in a given year, requiring significant levy impacts in years to come. This would not be sustainable, and staff worked with the City Council to rebalance the 30-year street replacement plan by including mill and overlays to shift reconstruction periods to later dates which resulted in an average 2 miles of street reconstruction each year (table below shows the shift in mileage). With this balanced approach the Finance Department was able to create a sustainable financing plan, and on October 11, 2022 City Council confirmed the City's commitment to becoming external debt-free for the financing of street projects by 2025 (Resolution 2022-069).

2006 - 2035 Street Reconstruction Projects (64.48 miles)	2016-2045 Street Reconstruction Projects (64.03 miles)
The GOOD	The GOOD
2006-2015 8.20 Miles (12.7%)	2016-2025 21.21 miles (33.1%)
The BAD	The GOOD
2016-2025 26.06 miles (40.4%)	2026-2035 21.33 miles (33.3%)
The UGLY	The GOOD
2026-2035 30.22 miles (46.9%)	2036-2045 21.49 miles (33.5%)

Balanced Approach

To further this effort the City Council and staff identified and committed to the following Strategic Priorities:

- Sustainable and Reliable Infrastructure
- Operational Effectiveness
- Environment and Sustainability
- Diversity, Equity, and Inclusion
- Livable Community

Looking specifically at **Sustainable and Reliable Infrastructure**, the intent is to enhance the quality of life for our residents, businesses, and visitors by providing well-maintained, cost-effective, and sustainable infrastructure. The key programs and initiatives established to reach this goal for 2023 and beyond:

- Develop a Living Streets Plan and Policy
- Complete annual street projects

Completing projects for the 2023 season is well underway with ongoing construction scheduled for completion in the fall. The purpose of the remainder of this document is dedicated to the development of a Living Streets Plan and Policy.

Definition

What are Living Streets? Living Streets are streets that are considered both Complete Streets and Green Streets.

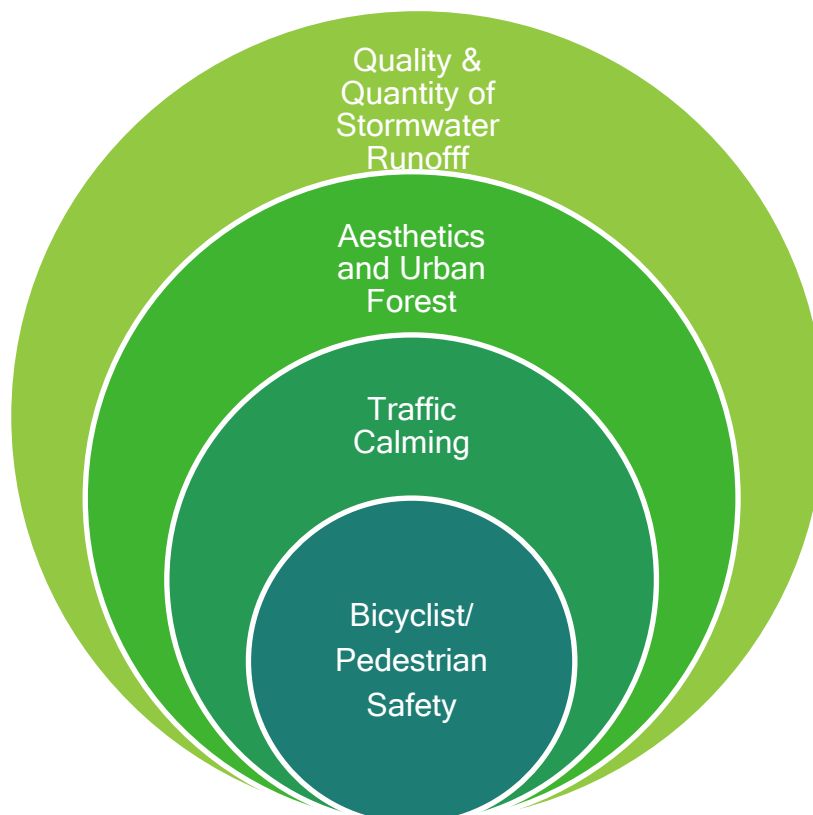
Complete Streets

As defined by [Minnesota Statutes §174.75](#), "Complete Streets" is the planning, scoping, design, implementation, operation, and maintenance of roads in order to reasonably address the safety and accessibility needs of users of all ages and abilities. Complete streets consider the needs of pedestrians, bicyclists, transit users, motorists, commercial vehicles, and emergency vehicles moving along and across roads, intersections, and crossings.

Green Streets

Green Streets are streets designed to address climate change and stormwater needs by storing/filtering rainwater runoff. This can be accomplished with raingardens, tree canopy coverage, street narrowing (reduced runoff), and the protection of open spaces and natural areas.

The goal of New Brighton's **Living Streets Policy** will be to create road networks that include multiple modes of transportation, reduce environmental impacts, and focus on overall quality of life. This plan recognizes that not all streets serve the same function, but where possible reconstruction should improve on one or more of the following categories:



Framework Documents

The creation of a Living Streets Plan utilizes data/guidelines developed in the New Brighton 2040 Comprehensive Plan, the Regional Bicycle Transportation Network, the Connected Ramsey Communities Network, Metropolitan Councils Transit Market Areas, and the New Brighton Climate Action Plan.

New Brighton 2040 Comprehensive Plan Goals

Develop safe, efficient, and convenient interconnected transportation systems for automobiles, mass transit, bicycles and pedestrians of all ages and abilities.

Develop transportation facilities in a manner that does not adversely impact adjacent land uses and deteriorate the quality of life in the community.

Embrace road designs that increase safety, minimize pollution, & decrease construction & maintenance costs.

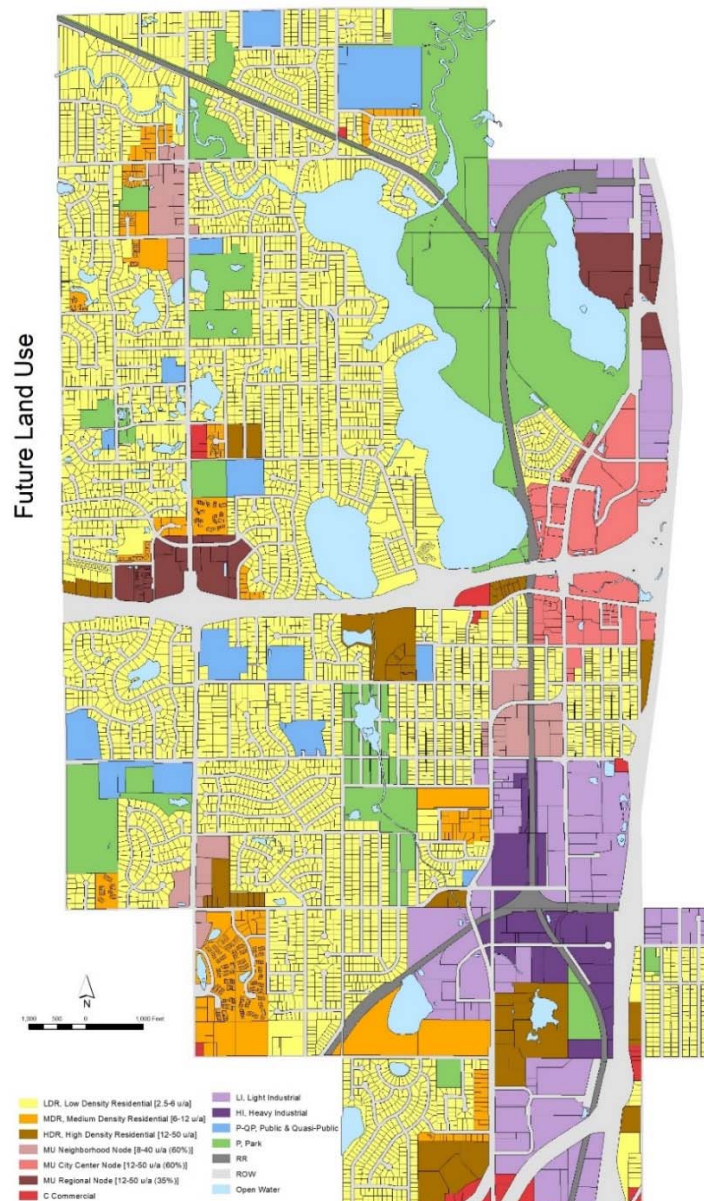
Create a comfortable street environment for pedestrians and bicyclists and balance the needs of vehicular traffic with those of non-motorized forms of transportation.

The City of New Brighton has established bikeways and sidewalks to promote non-motorized travel. The system connects neighborhoods, parks, schools, transit service, shopping centers, and restaurants. The City of New Brighton has approximately 26.2 miles of sidewalks located along roadways, 6.7 miles of bituminous paths in City parks, and 7.2 miles of paths in Ramsey County Long Lake Park.

Sidewalks are located primarily along major collectors and arterial streets. They provide a safe connection between neighborhoods and key destinations throughout the community. In most cases, sidewalks are not present on the local system within neighborhoods. New Brighton was primarily developed during the 1940's - 1960's, which coincides with the rise of the automobile as the dominant transportation mode. At that time, sidewalks were not popular and were not planned. The future land use map on the next page indicates areas of mixed-use with anticipated densification of housing.

Throughout New Brighton 2040, community members expressed their desire for more pedestrian and bicycle facilities throughout the city as well as facilities that provide safe, comfortable connections to destinations within the community and along transportation corridors. Many people expressed a desire to walk or bike from their homes to local businesses or parks, but felt they could not because of barriers and gaps. Some gaps that were identified include:

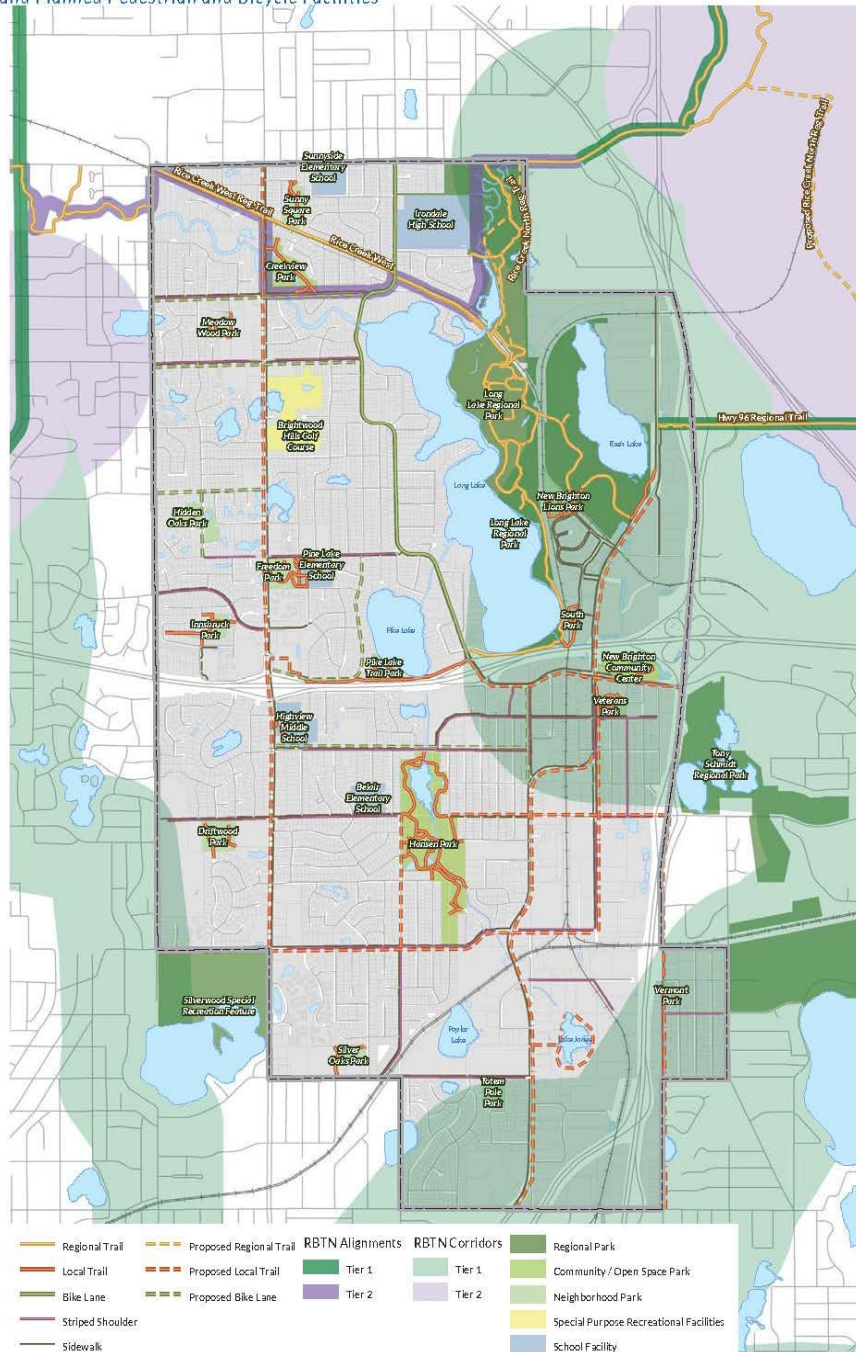
- Interstate 694 bisects the entire city separating it into two distinct north-south districts. Existing connections across the interstate are not optimized for pedestrians or bicyclists and often feel unsafe
- Interstate 35W runs along the eastern border of New Brighton and most of the bridges crossing it were replaced in 2015-16 with additional pedestrian facilities (with the exception of CR D)
- Various railroads bisect the community and safe crossings are difficult
- Water features, including Long Lake, create physical barriers to moving around the city, but are also destinations that should be accessible via bike and on foot
- County Roads and Local streets with unsafe or non ADA compliant crossings
 - <https://www.newbrightonmn.gov/205/ADA-Transition-Plan>



Regional Bicycle Transportation Network (RBTN)

The goal of the RBTN is to establish an integrated seamless network of on-street bikeways and off-road trails that complement each other to most effectively improve conditions for bicycle transportation at the regional level. The RBTN identifies future improvement corridors in the northern part of New Brighton to connect Rice Creek Regional Trail, Long Lake Park and Rice Creek Commons in Arden Hills.

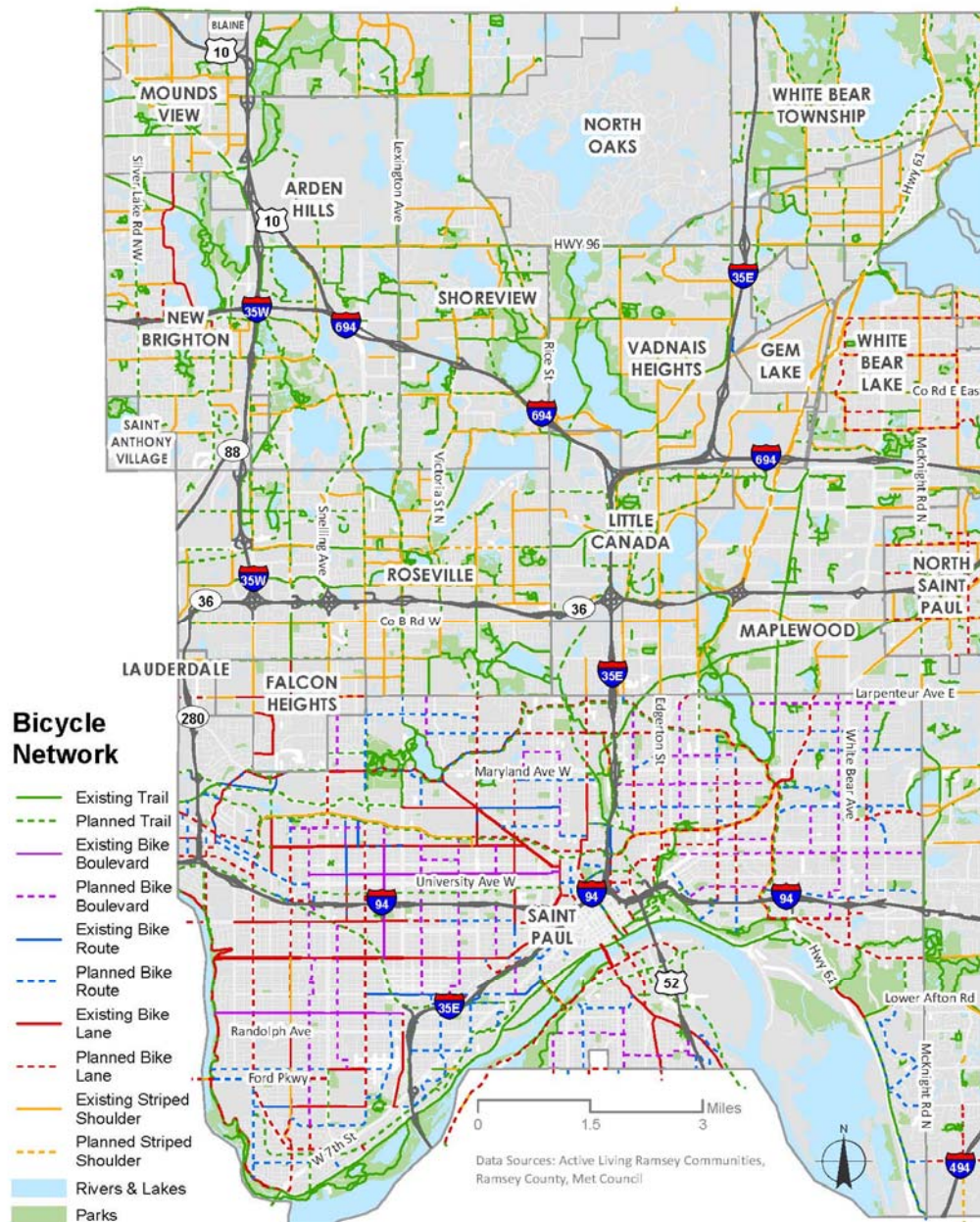
Existing and Planned Pedestrian and Bicycle Facilities



Connected Ramsey Communities Network

The Ramsey County-wide Pedestrian and Bicycle Plan establishes the Connected Ramsey Communities Network as a framework for planning, prioritizing, and designing the countywide active transportation network. Ramsey County municipalities came together to build this network from local facilities and plans. When fully developed, it will connect people with desirable destinations throughout the city and county with high-quality, long-distance, connector routes.

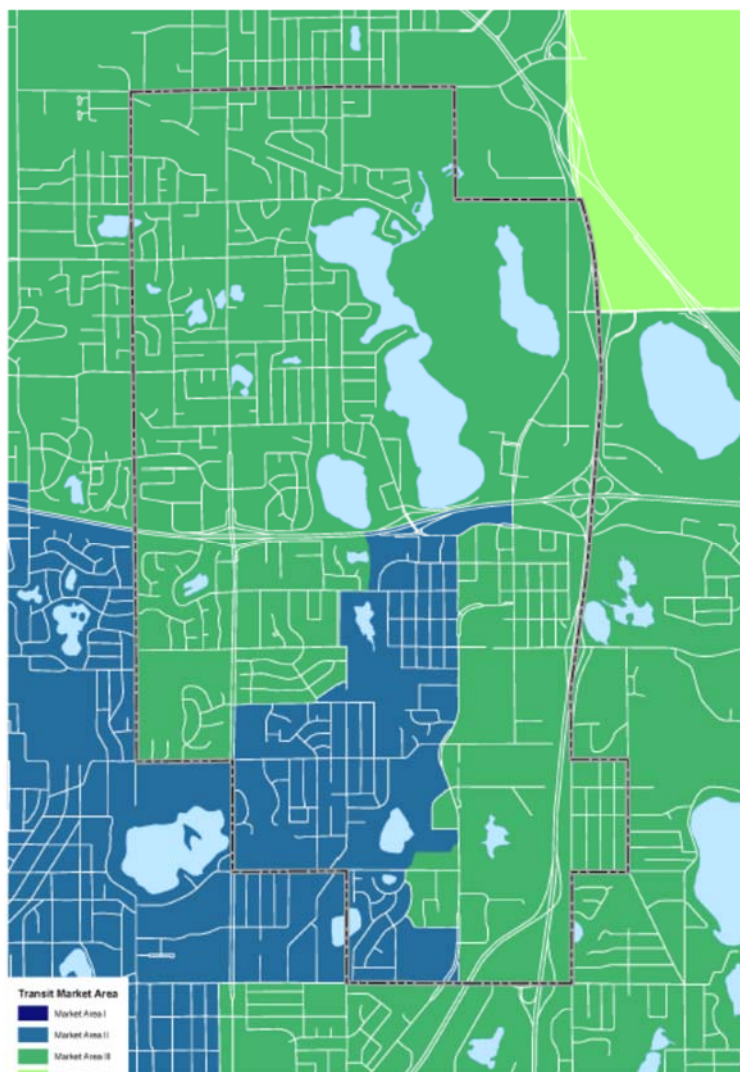
Map 2A-10: Ramsey County Existing and Planned Bicycle Network



Metropolitan Councils Transit Market Areas

New Brighton is within the Metropolitan Transit Taxing District, which designates Transit Market Areas and aligns types and levels of transit service to expected demand. Following COVID ridership has changed and transit continues to adapt to more people working from home. New Brighton is within two Transit Market Areas:

- Transit Market Area II (blue): areas with moderately high population and employment; they can support they can support fixed route transit at frequencies of every 20-30 minutes daily
- Transit Market Area III (green): areas with moderate density that can primarily support express service supplemented by some fixed-route local service at 60-minute frequencies for basic coverage on weekdays, with limited weekend service. Local dial-a-ride is also available to fill service gaps exceeding walking distance guidelines to transit



Climate Action Plan

The creation of walking cities is a double-edged solution. By tackling motor vehicle dominance and encouraging a move towards active and sustainable travel, we can reduce CO2 emissions and make a positive contribution to the climate change challenge. Simultaneously we can ensure that our cities and towns are transformed into places where people enjoy living healthy and active lives.

Several sections of New Brighton's Climate Action Plan informs our Living Streets Policy:

- Transportation and Land Use
- Greenspace and Trees



Existing Streets, Sidewalks and Trails

Existing Sidewalks and Trails

The City has approximately 26.2 miles of sidewalks. Sidewalks are the backbone of the City's bike and walk system. Community input has shown a strong desire for enhanced bike and pedestrian connections throughout the city, especially to connect people to the parks system, as well as the regional trail network. Most existing local trails are currently within existing city/county parks. However, additional local trails are planned outside of city parks. In 2023 the City has approximately 14 miles of paved trails.

Existing Public Roadway System

Jurisdictional Classification

The City of New Brighton has approximately four miles of State Trunk Highways (TH), 14 miles of County State Aid Highways (CSAH), two miles of County Roads (CR), and 64 total miles of City streets.

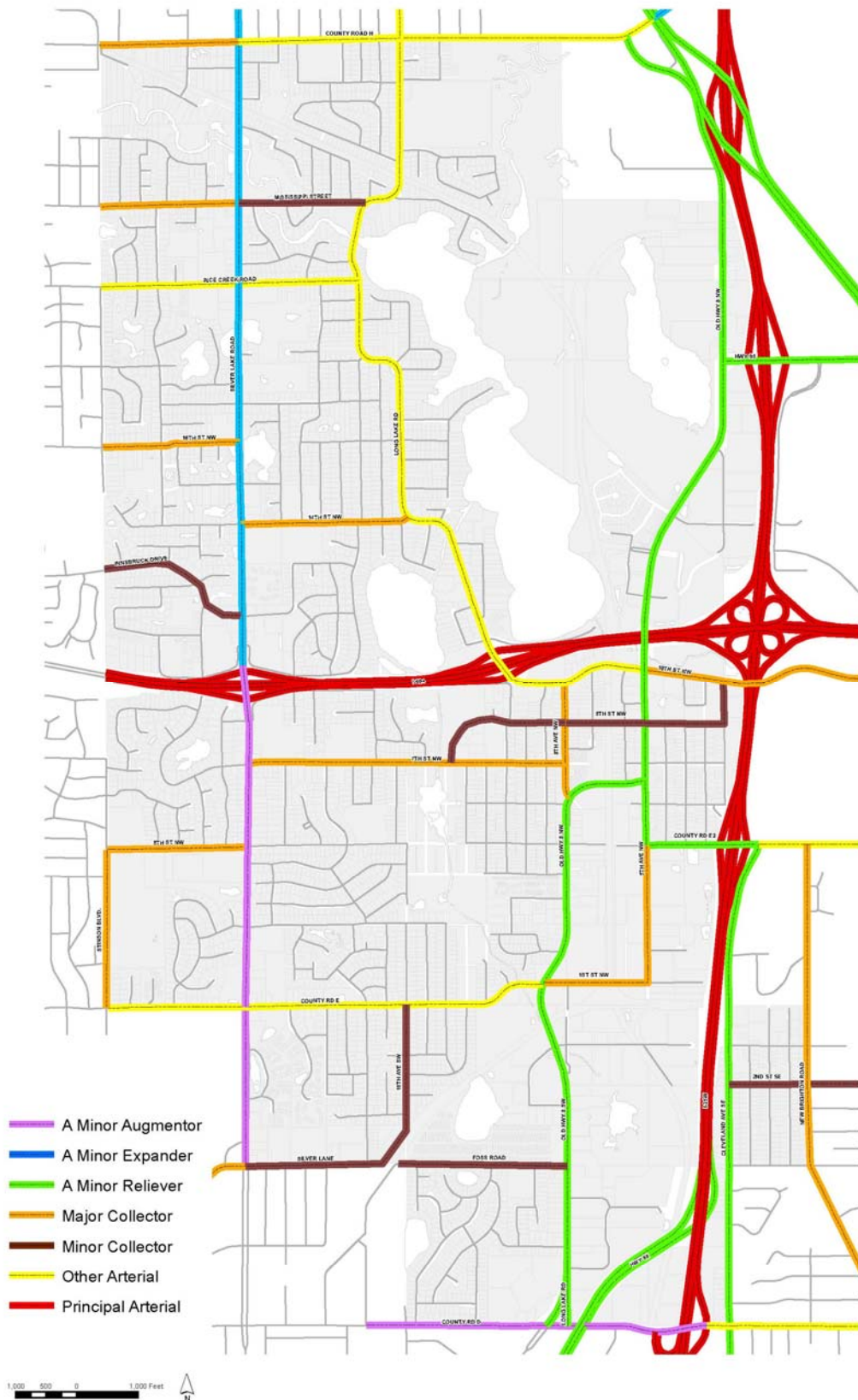
Jurisdiction over the City's roadway system is shared among three levels of government: State of Minnesota, Ramsey County, and the City. The Minnesota Department of Transportation (MnDOT) maintains the Interstates and State Trunk Highway (TH) systems. Ramsey County maintains the County State Aid Highway (CSAH) and County Road (CR) systems. The City maintains the remaining streets, some of which are designated as Municipal State Aid (MSA) Streets and receive MSA funding.

Functional Classification

The Metropolitan Council classifies roadways using a hierarchical classification scheme. This scheme has eight classifications with New Brighton City streets falling into one of three categories: major collector, minor collector, and local (some of which are MSA streets).



Functional Class Roads



Living Streets Plan

Vision

Improve the quality of life in New Brighton through infrastructure improvements.

- Designing streets to include safe and comfortable routes for pedestrians/bicyclists that also moves vehicles slowly but efficiently
- Creating a sense of place that celebrates the feeling of community in the city
- Protect and enhance the urban forest and environment

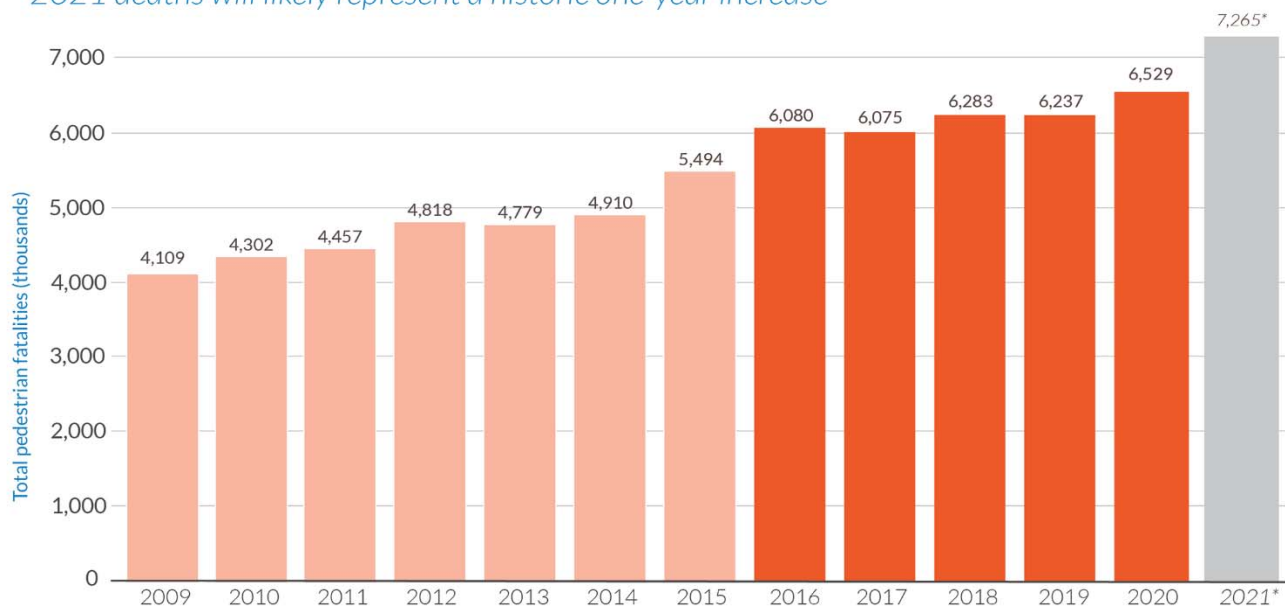
Design Objectives

1. Improve bike/pedestrian connections and mobility

The City of New Brighton has established bikeways and sidewalks to promote non-motorized travel. Sidewalks are located primarily along major collectors and arterial streets. They provide a safe connection between neighborhoods any key destinations throughout the community. In most cases, sidewalks are not present on the local system within neighborhoods. The City of New Brighton will install new sidewalks/trails/painted bike lanes in accordance with planned City, County and State improvements and the proposed design solutions included in this report. Pedestrian crossing improvements shall be considered at key destinations such as public facilities, public transit, and commercial areas. The City will continue to plow sidewalks and trails to provide year round mobility options, with the understanding that New Brighton does not have an ice-free road or trail policy (to limit salt reaching ponds, lakes and rivers)

Driving went down in 2020, but deaths of people walking increased 4.7%

2021 deaths will likely represent a historic one-year increase



*This estimate for 2021 is produced by applying the 11.5 percent increase for 2021 projected by the Governors Highway Safety Administration (GHSA) to the federal FARS data for 2020 used in this report.

Smart Growth America (Dangerous by Design 2022)

2. Traffic calming

In May of 2019, provisions passed by the Minnesota Legislature gave cities increased authority to set speed limits. Prior to implementation staff presented data for New Brighton streets to the Public Safety Commission, and to City Council with the recommendation that we take a consistent citywide approach by establishing 25 mph as the posted speed on all roads controlled by the City. In September 2022 New Brighton Ordinance 891 was approved and with its approval the City established the following:

- The City Engineer (Community Assets and Development Director) may establish speed limits based on an evaluation considering the factors specified in the statute.
- This evaluation included the establishment of 25 mph speed limit on all local/city owned streets
- The ordinance and statute were only used on roads under the city's jurisdiction.



Lowering traffic speeds was a great first step to promote a safer transportation system and protect our most vulnerable populations. To further influence driver behavior the City Council identified the need to create a Living Streets Plan. The Living Streets Plan will identify where the City can incorporate traffic calming elements, improved access, mobility and geometric changes to our roadways to enhance safety and convenience for all users. Traffic calming in this context is the use of street design devices and techniques that result in lower vehicle speeds and/or volumes, as well as creating a more comfortable and safer street environment for pedestrians and bicyclists. The U.S.

Department of Transportation highlights crosswalk visibility, medians/refuge islands, and bicycle lanes as proven pedestrian safety countermeasures.

<https://www.transportation.gov/NRSS/SaferRoads>

New Brighton's reconstruction projects will consider additional design elements including but not limited to reduced street widths, medians, bump-outs, dynamic signs or other geometric changes to influence driver behavior. Differentiated pavement surfaces, raised crosswalks, dynamic speed display signs may also be considered to calm traffic and improve mobility. The Federal Highway Administration's Safe Transportation for Every Pedestrian (STEP) Studio offers the following statistics on crossing treatment impacts:

Pedestrian refuge islands: 32% reduction in pedestrian crashes

Lighting at intersections: 23% reduction in total injury crashes

Raised crosswalks: 45% reduction in pedestrian crashes and 30% reduction in vehicle crashes

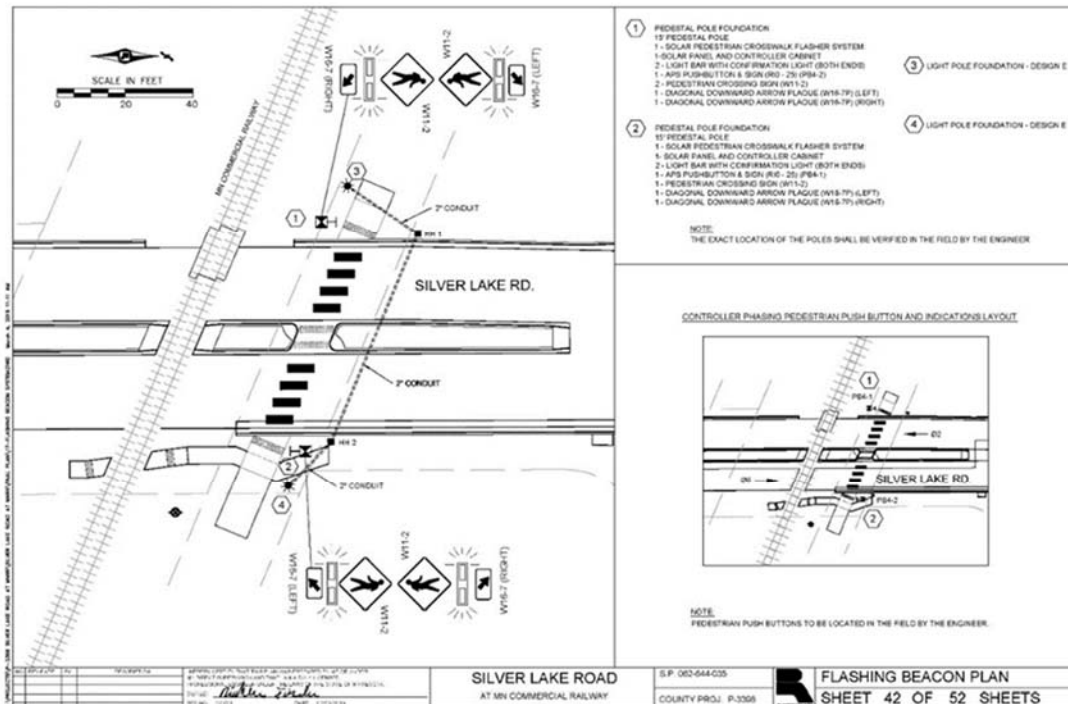
Road diet (lane reduction): 19% reduction in total crashes in urban areas

Pedestrian hybrid beacon: 55% reduction in pedestrian crashes

Rectangular Rapid Flashing Beacon flashing patterns: 47% reduction in pedestrian crashes and increased driver yielding rate

Geometric changes that are recommended:

- Pavement width adjustments
- Roadway Reallocation (aka diet, including removal of travel or parking lanes)
 - Accommodations for biking/walking
- Bump outs/Chicanes/Mini roundabouts/Medians
 - Shortened distance for crossings
 - Artificial features to create extra turns
 - Protected refuges for pedestrians



Median Refuge on County Road (Silver Lake Road at Rice Creek Trail)

Additionally, the City will continue to work with Ramsey County to address speeds on their facilities.

An initial analysis indicates that speeds on the roadway segments listed here could be considered:

- Old Highway 8 from Highway 96 to H2, 40 MPH to 35 MPH
- Long Lake Road from 694 to 19th St NW, 30 MPH to 25 MPH
- Long Lake Road from 19th St NW to H2, 30 MPH to 25 MPH

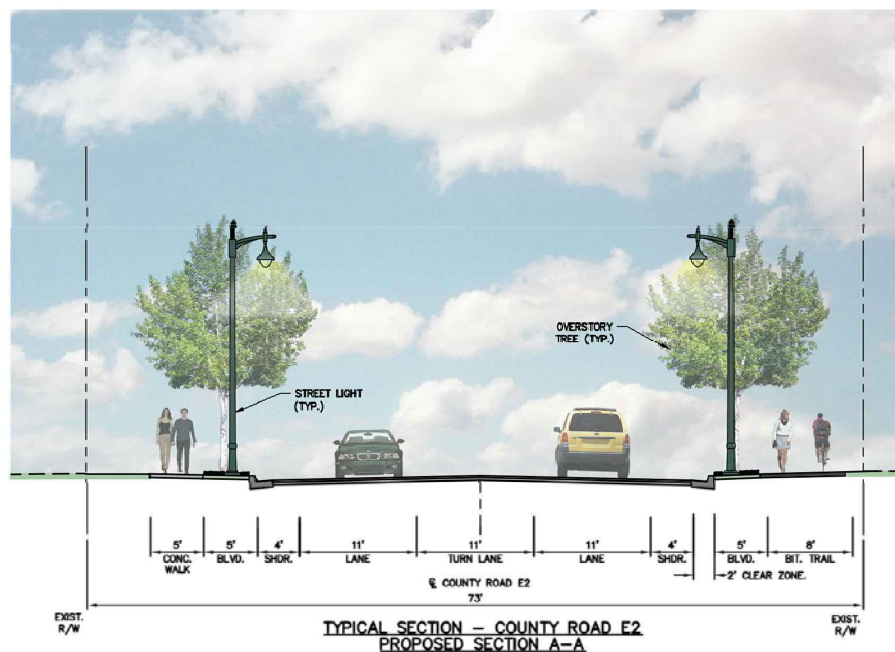
3. Mitigate climate impacts and improve water quality

The natural environment is an essential element of community life and protecting such an environment is vital to the success of New Brighton. Wetlands, lakes, streams, trees, and other vegetative cover all play an important role in habitat and flood protection. Many natural features function as filtration systems to help clean rainwater runoff, which eventually becomes our drinking water. In addition to providing cleaner water, natural features help purify the air and define the character of the community.

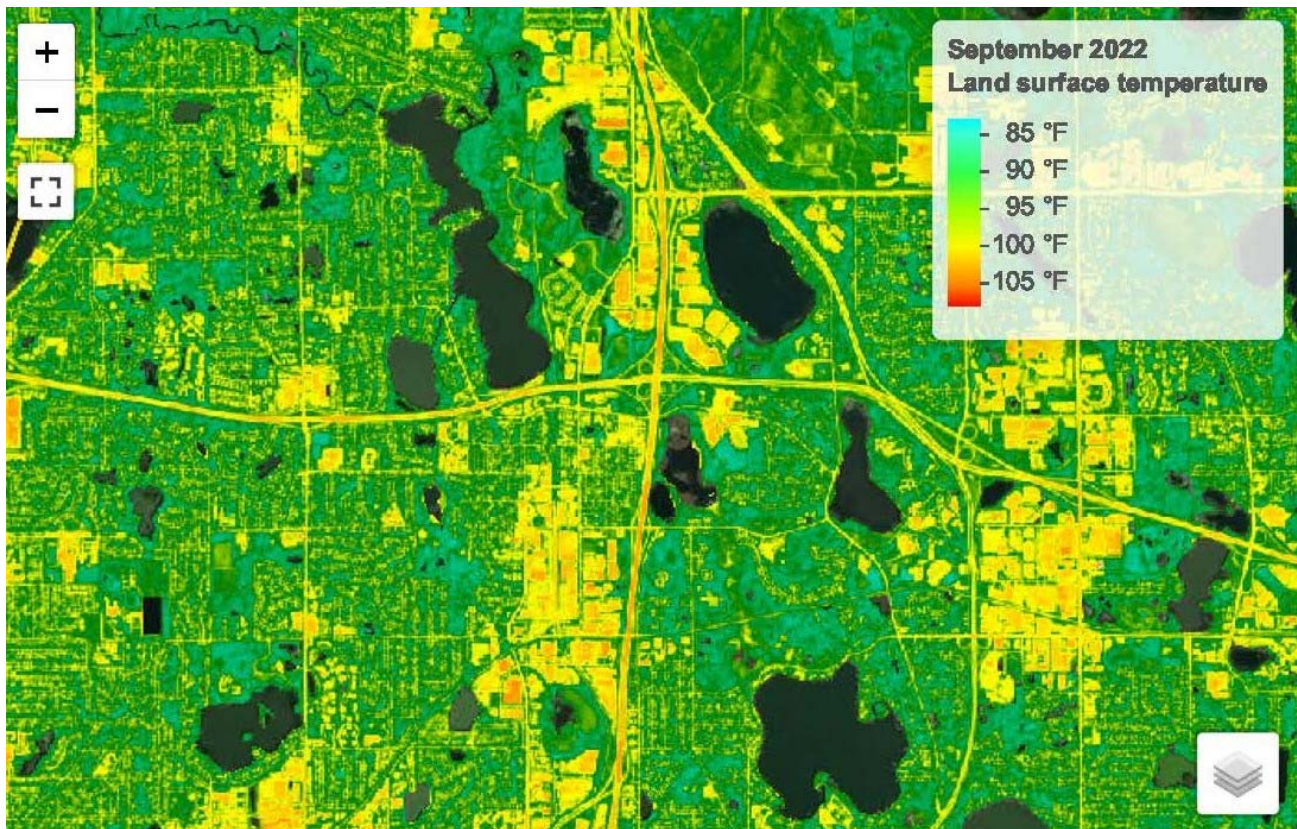
Each Living Street project will consider water quality and quantity improvements as space allows. Reducing pavement width will reduce runoff volume and heat island effects of dark surfaces. Boulevard trees and plantings should be considered to provide habitat, environmental and aesthetic improvements.

Street (Boulevard) Trees

New Brighton has been recognized by the National Arbor Day Foundation as a Tree City USA for 41 consecutive years (as of 2023). Trees beautify our surroundings, shade our parks and residences, increase property values and enhance the economic vitality of business areas. Minnesota is at risk to lose over one billion ash trees due to emerald ash borer, potentially increasing CO2 emissions and flooding. A healthy tree canopy decreases temperatures along streets providing cooler spaces in the summertime for recreation and commerce. Approximately three-quarters of Minnesotans get their drinking water from the forested parts of the state. Trees reduce stormwater runoff and act as a filter, preventing sediments and pollutants from washing into waterways, and trees capture carbon from the atmosphere and store it in their trunks, roots, and soil. This policy provides for the planting of new boulevard trees, owned by City, or preservation of existing trees as much as possible.



Using 2022 land surface temperature maps it becomes clear that industrial areas, apartments and commercial spaces (with parking lots) should include higher concentrations of street trees.



<https://metro council.org/Communities/Planning/Local-Planning-Assistance/CVA/Extreme-Heat.aspx>

Implementation

- Native Trees desired by insects and wildlife, suitable to existing and future climates
- Diverse Selection to avoid insect and disease impacts to any one species
 - Avoid sightline impairments
 - Canopy to cover hard surface
- Select low maintenance varieties
 - City to maintain trees within the ROW
 - Salt Tolerant
- Planting Details
 - Soil requirements
 - Locations from existing features (i.e. hydrants, driveways, sidewalks, underground pipes)
 - Spacing between plantings
 - Height (Avoidance of utility lines and prevention of shading on solar power receptors)

Stormwater Features

Existing right-of-way (ROW) offers an opportunity to treat stormwater runoff before sending water to local waterbodies. Even the smallest ROW can provide some form of treatment. Design tools to address runoff in condensed space include Raingardens, Bio-swales, Stormwater Planters, Porous Pavement and Stormwater Devices. Using natural or engineered systems to capture, treat and filter stormwater can have the added benefit of improving air/water quality, reducing heat island affect, reduced flooding, calming traffic, and enhancing environment through the improved sense of place.

Raingardens-Capture, store and infiltrate/filtrate rainwater



City of Maplewood

Pretreatment System-Stormwater device to remove sediment/debris



Upstream Technologies SAFL Baffle

Bio swales-Slow down rainwater through a landscaped path



Minneapolis Street Guide

Stormwater Planters-Use of trees and plants in impervious corridors



Mississippi Watershed Management Organization (Downtown Minneapolis)

Design Guidelines

Sense of Place

Streets present an opportunity for the addition of trees and stormwater treatment areas. This provides shade, adds character and improves air quality by removing unnecessary hard surfaces. Inclusion of wayfinding signage when recommended by PREC will help pedestrians explore park areas, and banner installation can provide artistic community imagery. Benches, trash receptacles and street art could offer neighborhoods an opportunity to express their identity. New Brighton has consistently ranked in the top 5 for National Night Out gatherings and creating streets that promote safe walking/biking routes to emphasize pedestrians and our community further promotes a connected community and sense of place.

Living Streets Classification

Design templates are needed to guide what features are included during project development. The templates were created to align with the Living Streets Design Objectives, but staff and City Council must be flexible recognizing that the application for specific project, neighborhood and streets be context sensitive. The street classification, ownership, and magnitude of the planned improvement (i.e. utility and curb replacement) will also play a significant role. This Living Streets Plan applies to the Local Streets, Local Streets (MSA), and Minor/Major Collectors.

NEW BRIGHTON LIVING STREETS CLASSIFICATION							
Classification	Parking Lanes			Bike Facilities	Sidewalk(s)		
	0	1	2		0	1	2
Local		○	○		○	○	
Local (MSA)		○	○	○	○	○	○
Minor/Major Collector	○	○	○	●		●	○
● = Required Feature ○ =Optional Feature							

Notes:

- Parking shall fit context and no overnight parking is allowed
- See existing pedestrian and bicycle facilities plan
- Multi-use pathway can serve as both sidewalk and bike facilities
- Travel and parking lanes typically not striped on local and local (MSA) roadways
- Sidewalks on local roadways only where vulnerable users are present (school, care facilities, park/trail connections)

Local Streets-

The most common street type in New Brighton, local streets offer a great opportunity for living streets design solutions. These streets have the fewest conflicts with underground utilities and have under-used parking zones. Historically these streets are 32 feet wide back to back, which allows for pedestrians and vehicles to share the road. Not all local streets are the same, local streets that are low volume and do not provide connectivity to destinations are not considered good candidates for additional pedestrian treatments.

Recommended features:

- Boulevard trees
- Stormwater features
- Street width of 24 feet to 27 feet
 - Two travel lanes without pavement markings
 - Parking along one side or both if deemed necessary
 - Bicycle facility if on an approved bike route
 - Sidewalk required where the street is near a public school, public building, park

Local Streets (MSA)-

These roads connect residential areas to schools and commercial areas. They tend to carry more traffic. However, several of these roads are without sidewalks and bicycle facilities which present safety concerns for pedestrians. Being MSA or Municipal State Aid roads, they must also follow MnDOT design standards. New Brighton homes have driveways and garages meaning streets designed with room for parking on both sides are not required, and extra space used for parking should be converted to include living streets elements.

Recommended features:

- Boulevard trees
- Stormwater features
- Street width of 24 feet to 32 feet
 - Two travel lanes without pavement markings
 - Parking along one side or both if deemed necessary based on surrounding land use, or location relative to services and/or higher density areas
 - Bicycle facility if on an approved bike route
 - Sidewalk on one side unless conditions/space do not allow

Minor/Major Collector

Collector streets provide connections between neighborhoods, from neighborhoods to minor business concentrations, and between major traffic generators. With these higher traffic volume streets, accessible pedestrian and bicycle accommodations should be provided. These roads are also MSA routes and must adhere to MnDOT design standards.

Recommended features:



- Boulevard trees
- Stormwater features
- Street width of 32 feet to 40 feet
 - Two travel lanes without pavement markings
 - Parking along one side if necessary
 - Bicycle lanes on both sides
 - Sidewalk on one side or on both sides if conditions/space allow

Proposed Biking Facilities

The Framework documents included in the beginning of this plan offer guidance/recommendations on where bike lanes exist and where additional bike facilities should be installed. Existing ROW dimensions and traffic volumes help staff identify where a painted bike lane is adequate vs. where protected facilities should be installed. Protected bike lanes are facilities that are located beyond the curb line or separated from traffic. To aide in future plan preparation staff has updated the bike plan to include the following locations:

Protected Bike Lanes

- 2026 Innsbruck – Silver Lake Road to Fridley
- 2026 Garden View Apartments (over future storm sewer pipe)-7th St NW to 10th Street
- 2026 7th Street NW - 8th Avenue NW to Silver Lake Road
- 2032 Mississippi – Long Lake Road to Fridley
- 2030 Foss Road – Old Highway 8 to 16th Avenue NW
- 2033 5th Street NW – Hansen Park to Fridley
- 2034 5th Street NW – Old Highway 8 to Hansen Park
- 2038 14th Street NW – Silver Lake Road to Long Lake Road
- 2039 5th Avenue and 1st St NW - Old 8 to Old 8 (connects E2 and Old 8)
- 2048 Service Drive – Silver Lake Road to Pike Lake Trail

County Roads

- Old Highway 8 – Highway 96 to County Road D
- County Road E – Old Highway 8 to Columbia Heights
- 10th Street NW – 694 to Old Highway 8
- Cleveland Avenue – County Road E2 to County Road D (E2 to RR Bridge may be painted)
- Count Road H – County Highway 10 to Stinson

Painted Bike Lanes

- 2030 29th Avenue NW – Rice Creek Road to 16th St
- 2030 16th Avenue NW – County Road E to Silver Lane
- 2031 29th Avenue NW – 16th St to Brookshire

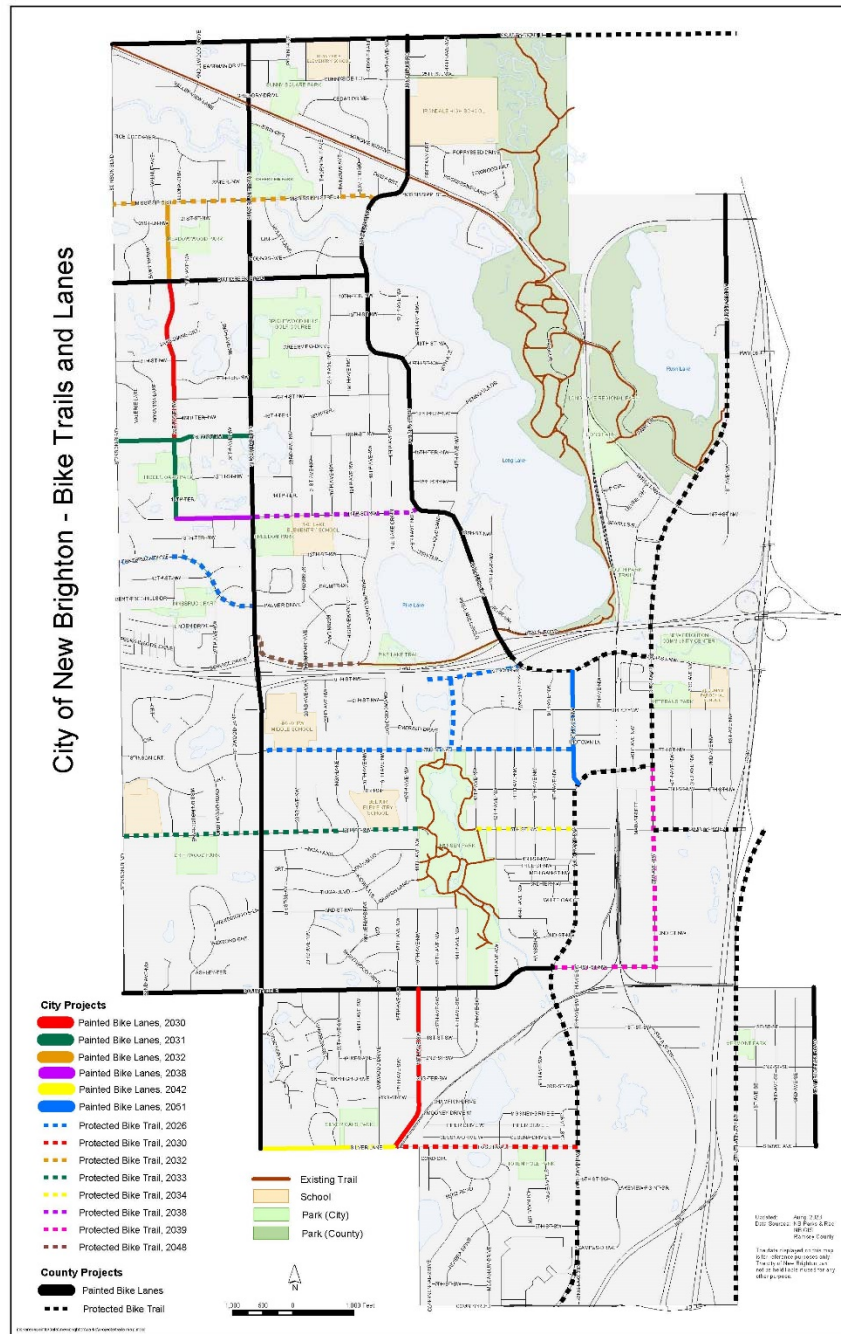
- 2031 16th Street NW – Silver Lake Road to Fridley
- 2032 29th Avenue NW - Mississippi to Rice Creek Road
- 2042 Silver Lane - 16th Avenue NW to Silver Lake Road
- 2051 8th Avenue - 10th St NW to Old Highway 8

County Roads

Silver Lake Road – County Road D to County Road H

Rice Creek Road – Long Lake Road to Stinson

Long Lake Road – County Road H to 694

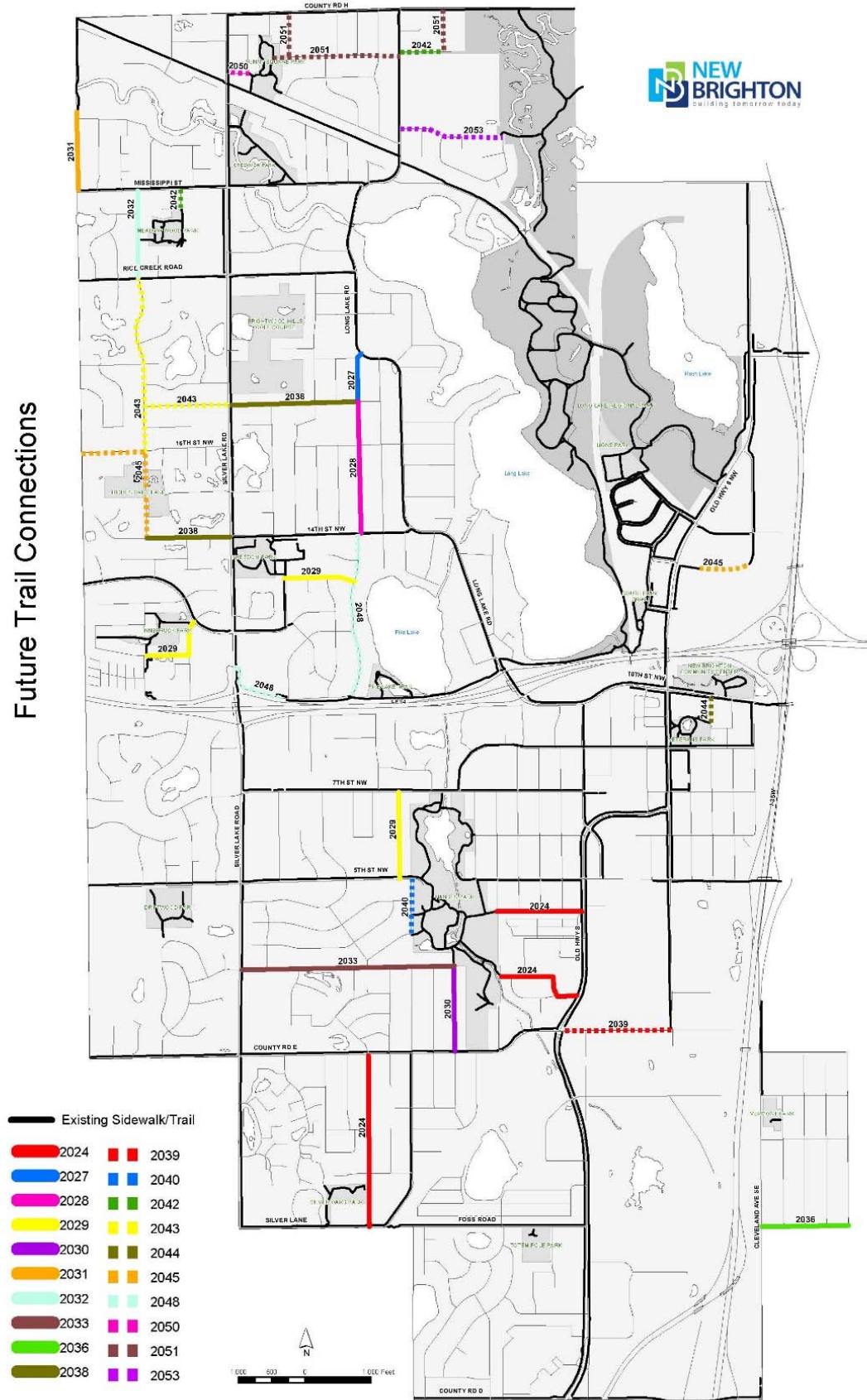


Proposed Sidewalks

The Framework documents included in the beginning of this plan offer guidance/recommendations on where sidewalks exist and where additional facilities should be installed. Existing ROW dimensions and traffic volumes help staff identify if using the street section for walking is adequate vs. where protected sidewalk facilities should be installed. To aide in future plan preparation staff has updated the bike plan to include the following locations:

2024 4th Street NW – Old Highway 8 to Hansen Park
 2024 2nd and 3rd St NW – Old Highway 8 to Hansen Park
 2024 Oakwood – County Road E to Silver Lane
 2027 18th Avenue NW – 17th St NW to Long Lake Road
 2028 18th Avenue NW – 14th St NW to 17th St NW
 2029 27th Ave and Linden Drive – Innsbruck Drive to Innsbruck Park Trail
 2029 13th St NW – Freedom Park to Pike Lake Drive
 2029 17th Avenue NW – 5th St NW to 7th St NW
 2030 14th Ave NW – County Road E to Hansen Park
 2031 Stinson – Mississippi to Rice Creek Regional Trail
 2032 29th Avenue NW – Rice Creek Road to Mississippi St
 2033 3rd St NW – Silver Lake Road to 14th Ave NW
 2036 Stowe – Cleveland to New Brighton Blvd
 2038 14th St NW – Silver Lake Road to 29th Avenue NW
 2038 17th St NW – Silver Lake Road to 18th Avenue NW
 2039 1st Street NW – Old Highway 8 to 5th Avenue NW
 2040 16th Avenue NW – 5th St NW to Canyon Lane
 2042 27th Ave NW – Mississippi to Meadow Wood Park
 2042 26th St NW – Long Lake Road to 14th Ave NW
 2043 29th Ave NW – 16th St NW to Rice Creek Road
 2043 17th St NW – Silver Lake Road to 29th Avenue NW
 2044 3rd Avenue NW – 10th Street NW to Veterans Park
 2045 29th Avenue NW – 14th St NW to 16th St NW
 2045 16th Street NW – 29th Ave NW to Fridley Border
 2045 Central Park Blvd Block B
 2048 Pike Lake Drive – 14th St NW to Service Drive
 2048 Service Drive – Silver Lake Road to Pike Lake Trail
 2050 Gregory Drive – Silver Lake Road to Sunny Square Park
 2051 Sunnyside Terrace and Sunbow Lane – County Road H to Long Lake Road
 2051 14th Avenue NW – 26th St NW to County Road H
 2053 Poppyseed Drive - Long Lake Road to Long Lake Park Trail

Future Trail Connections



Safe Routes to School (SRTS)

The Living Streets Policy is designed to improve walking and bicycling conditions for our residents. A secondary benefit is that when designed with connectivity to our school network we will provide these same benefits to our youngest residents and encourage more active lifestyles. To further improve safety, reduce traffic and improve air quality New Brighton will apply for planning grants around SRTS.

<https://www.dot.state.mn.us/active-transportation-program/infrastructure-grants.html>



Equity

Key equity considerations include affordable and sustainable transportation options, improved public transit, bike lanes, and addressing transportation gaps in marginalized areas. Lower-income and diverse communities often lack ample tree canopies, missing environmental, economic, and quality-of-life benefits. These neighborhoods suffer disproportionately from the urban heat island effect due to fewer trees and more heat absorbing surfaces, increasing residents' heat exposure, discomfort, and health risks, intensifying environmental inequities.

Living Streets create cleaner and safer environments where pedestrians and our most vulnerable users are a larger part of the equation. Vulnerable in this context are considered those who are using active transportation modes (walking, biking). Areas of concentrated population will include more opportunities for connection and access to transit, parks, schools, and services. Residents in these areas of concentration can suffer disproportionately without safe pedestrian facilities. Additionally, street trees in these areas can assist with stormwater runoff, heat reduction from the pavement, reduced noise, improved air quality and aesthetics.

For transportation equity terms:

<https://www.dot.state.mn.us/planning/program/advancing-transportation-equity/key-terms.html>

and

https://minnesotago.org/download_file/view/1639/750

Engagement Schedule

MnDOT (Greenstep Liaison) Senior Leadership and Engineering/Parks staff review

October 10, City Council Work Session

November 13, 2023 Public Safety Commission

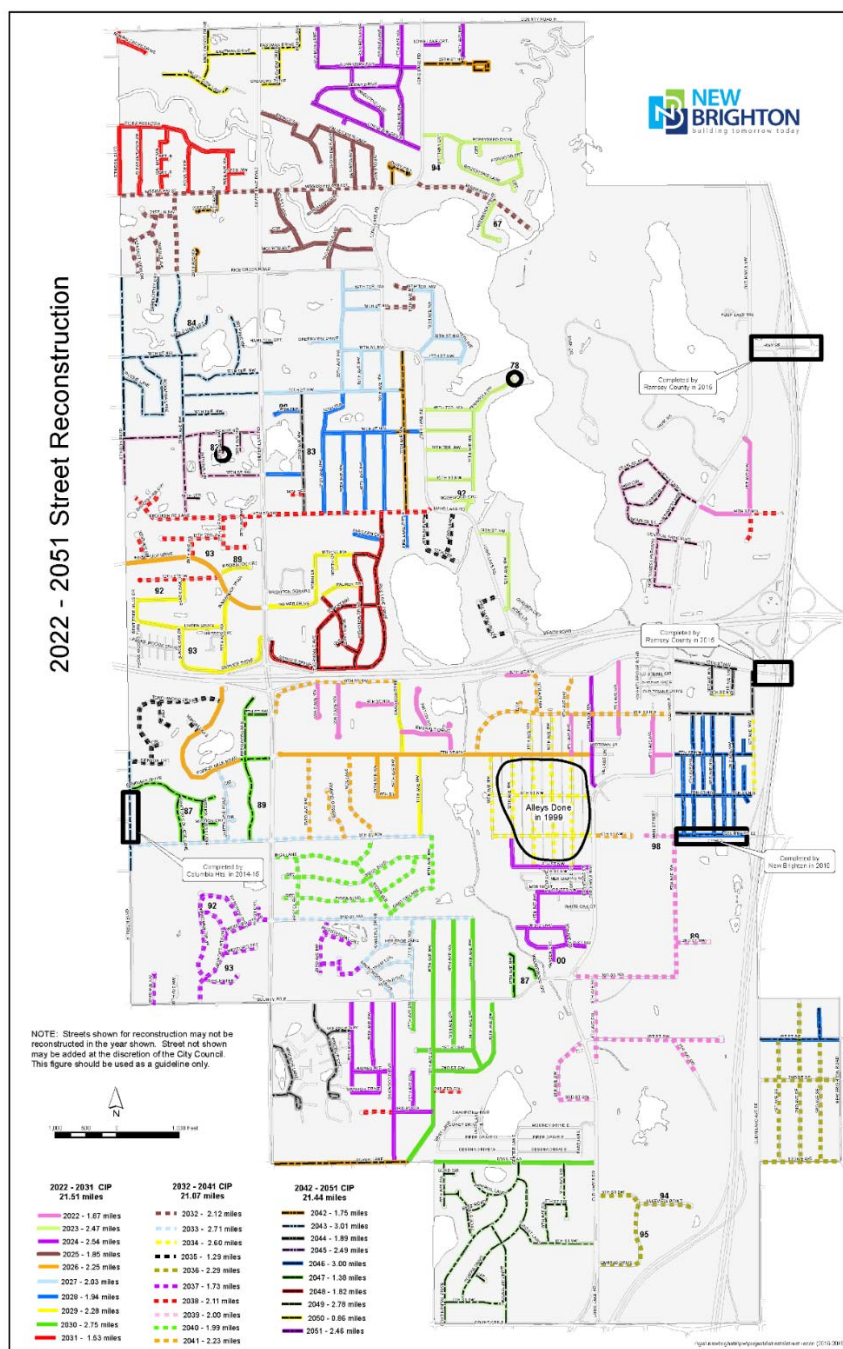
November 2023 Parks Recreation and Environmental Commission

November 2023 Equity Commission



Timing

Streets are reconstructed on a neighborhood basis with the average amount of reconstruction being about 2 miles per year. Streets are prioritized based on age, pavement condition and water main, storm sewer and sanitary sewer needs when general maintenance is no longer effective. The process for reconstruction includes an informational meeting with benefitting properties followed by a feasibility study and public hearing. During the public outreach phase the City will identify specific improvements for each street based on its classification and connectivity to pedestrian nodes (i.e. commercial zones, schools, parks and public space).



Funding & Conclusion

Street projects are funded in part by the City and in part by special assessments to the benefitting properties. Municipal State Aid (MSA) funds can also support our MSA routes. Utility Enterprise Funds identify and pay for planned/constructed capital improvements that are included during the street reconstruction process. Many of the Living Streets options include pavement width reductions which will reduce material costs in the long term, but new features include stormwater, planting and mobility improvements which negate cost savings. Grant applications and TIF will be considered as opportunities in these areas become available.

Roadway design strongly influences driver behavior and land use around the roadway shape safety risks encountered by the traveling public. With this policy New Brighton will include specific traffic calming elements, features that address climate change/sense of place initiatives to create Living Streets that are safe.

Living Streets Plan Action Items

Streets

1. Reconstruction will include street width adjustments to support:
 - a. 25 mph speed limits
 - b. Inclusion of pedestrian/bike facilities
 - c. Parking facility needs

Sidewalks

1. Install where the street is near a public school, public building, park
2. Install on one side of MSA streets (space permitting)
3. Install on one or both sides of Collector roads (space permitting)

Bike Facilities

1. Install painted and/or protected bike lanes as streets are reconstructed/restriped in accordance with City Bike Map
2. Include wayfinding signage and décor to improve sense of place

Climate

1. Include boulevard trees to reduce heat island impacts
2. Install stormwater features to address flooding impacts and create groundwater recharge areas

Crosswalks

1. Install or replace double faced crosswalk signage (at identified crossings)
2. Restripe as paint fades
3. Utilize RRFB's, raised crosswalks/median islands, additional lighting, curb extensions

Safe Routes to School

1. Apply for planning grant to identify areas of need



Appendix A – Debt-Free Street Resolution

RESOLUTION No. 2022-069
 STATE OF MINNESOTA
 COUNTY OF RAMSEY
 CITY OF NEW BRIGHTON

**RESOLUTION CONFIRMING THE CITY'S COMMITMENT TO BECOMING EXTERNALLY DEBT-FREE
 FOR THE FINANCING OF STREET PROJECTS BY 2025**

WHEREAS, in 2015 New Brighton staff proposed an initiative to become externally debt-free for the financing of street projects by 2025, and

WHEREAS, the New Brighton City Council has committed to this initiative through the budget process each year, and

WHEREAS, in 2015 New Brighton staff also developed its Street Reconstruction Plan of reconstructing the City's 64 miles of street evenly over the course of 30 years (about 2 miles per year) in order to keep financing needs consistent year over year, and

WHEREAS, the City's ability to maintain external debt-free financing relies upon the continued commitment of reconstructing about 2 miles of street each year, and


WHEREAS, in 2017 the New Brighton City Council adopted a resolution directing staff to remove Local Government Aid (LGA) from the General Fund and add it to the Street Financing Fund to assist with the internal financing of street projects, and

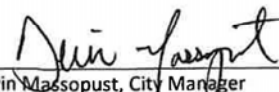
WHEREAS, the City's ability to maintain external debt-free financing relies upon the continued commitment of depositing future LGA payments into the Street Financing Fund, and

WHEREAS, ending external financing of street projects eliminates debt issuance costs, provides greater financial flexibility and pays interest back to the City for financing of future projects.

NOW THEREFORE, BE IT RESOLVED the New Brighton City Council confirms the City's commitment to becoming external debt-free for the financing of street projects by 2025.

ADOPTED this 11th day of October, 2022 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

Appendix B – Living Streets Policy (2024 Street Project)

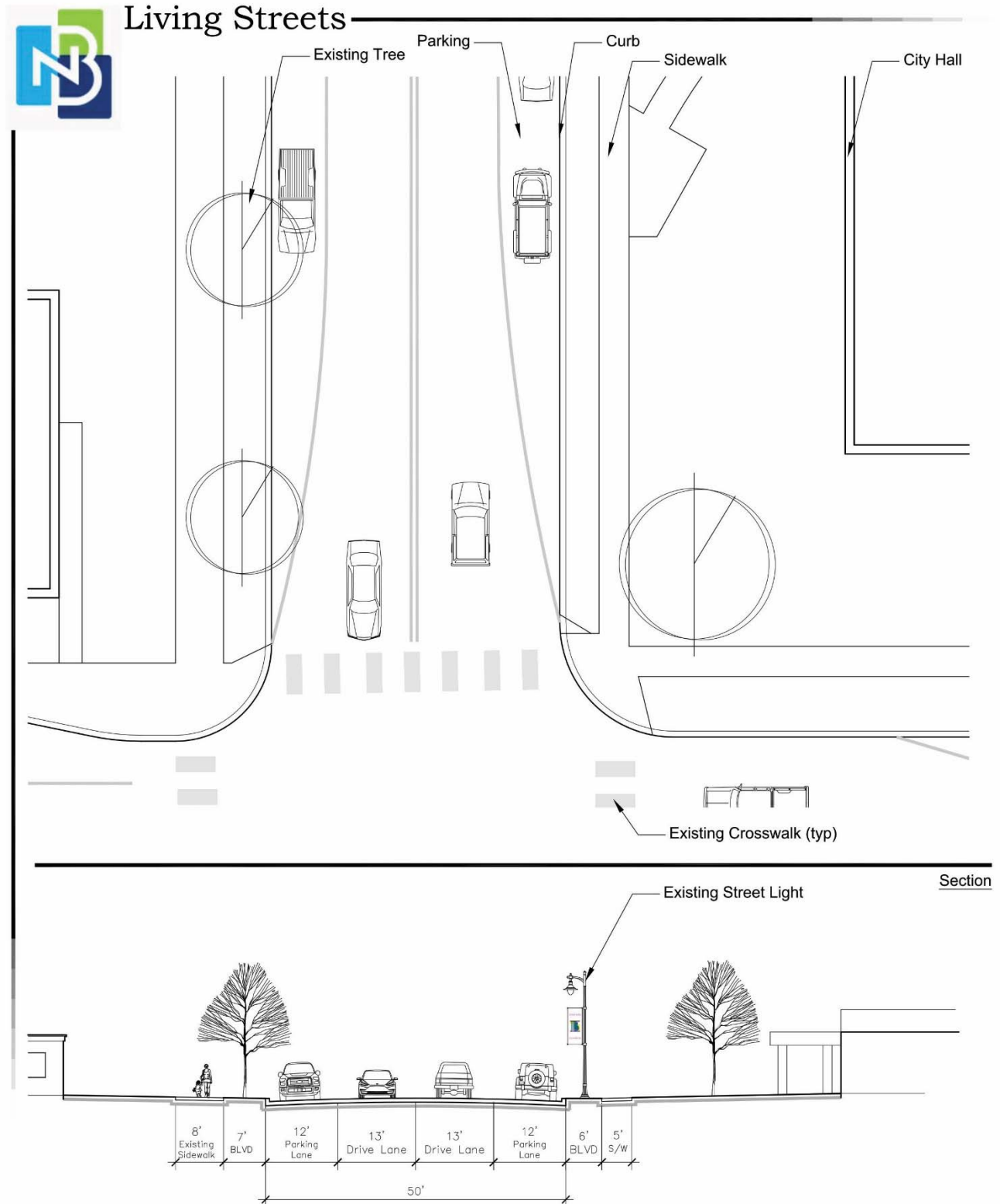
Application of the Living Streets Policy applied to the 2024 streets up for reconstruction (2.51 miles):

Oakwood Drive – Silver Lane to County Road E
 17th Avenue SW- 3rd Street SW to Cul-de-sac
 19th Avenue SW – Skyhigh Drive to County Road E
 20th Avenue SW – Skyhigh Drive to County Road E
 Skyhigh Drive – 19th to 20th Avenue SW
 Haines Ave – 19th to 20th Avenue SW
 3rd St SW – 16th Avenue SW to Oakwood Drive
 Hansen Court – 2nd Street NW to Cul-de-sac
 2nd St NW – Old Highway 8 to 3rd St NW
 9th Avenue NW – 2nd St to 3rd St NW
 3rd St NW – 9th Avenue NW to Cul-de-sac
 11th Avenue NW – 3rd St NW to 3rd Terrace NW
 3rd Terrace NW – Old Highway 8 to 11th Avenue BW
 4th St NW – Old Highway 8 to 12th Avenue NW
 12th Avenue NW – 4th St to 5th St NW

Each of these streets are local streets that carry low volumes of traffic. Many of the streets will include reconstruction of utilities including storm sewer on 4th St NW and over 1.5 miles of watermain replacement. With these utility replacements large amounts of curbing will be removed providing an opportunity to implement the Living Street Plan. Staff proposes that each street with the curb removed is reconstruct to 27 feet face to face with the following exceptions:

- 4th Street NW – Construct to 24 feet face to face with a sidewalk (Old 8 to Hansen Park)
- 3rd Street NW - Construct to 24 feet face to face with a sidewalk (9th Avenue to Hansen Park)
- 9th Avenue NW – Construct to 24 feet face to face with a sidewalk (2nd to 3rd St NW)
- 2nd Street NW – Construct to 24 feet face to face with a sidewalk (Old 8 to 9th Ave NW)
- Oakwood Dr – Construct to 24 feet face to face with a sidewalk (CR E to Silver Lane)

Appendix C – Old Highway 8 Examples

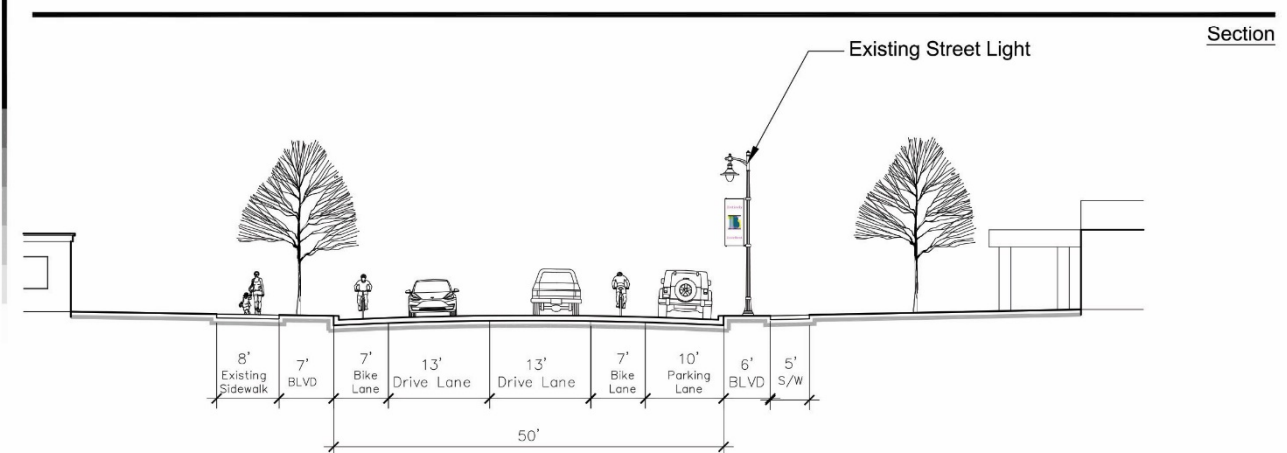
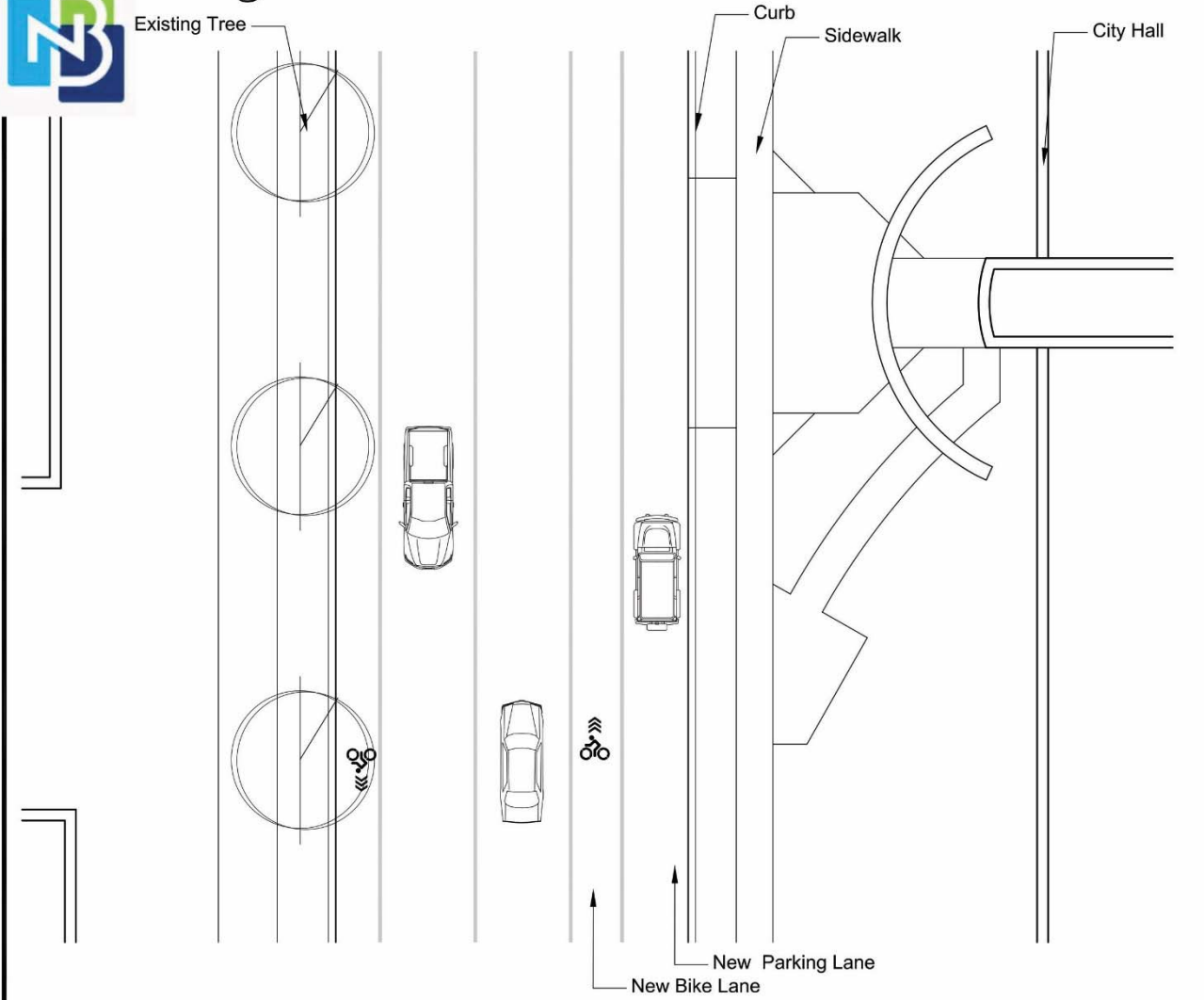


Old Highway 8 - City Hall - Existing

Scale
1" = 20'

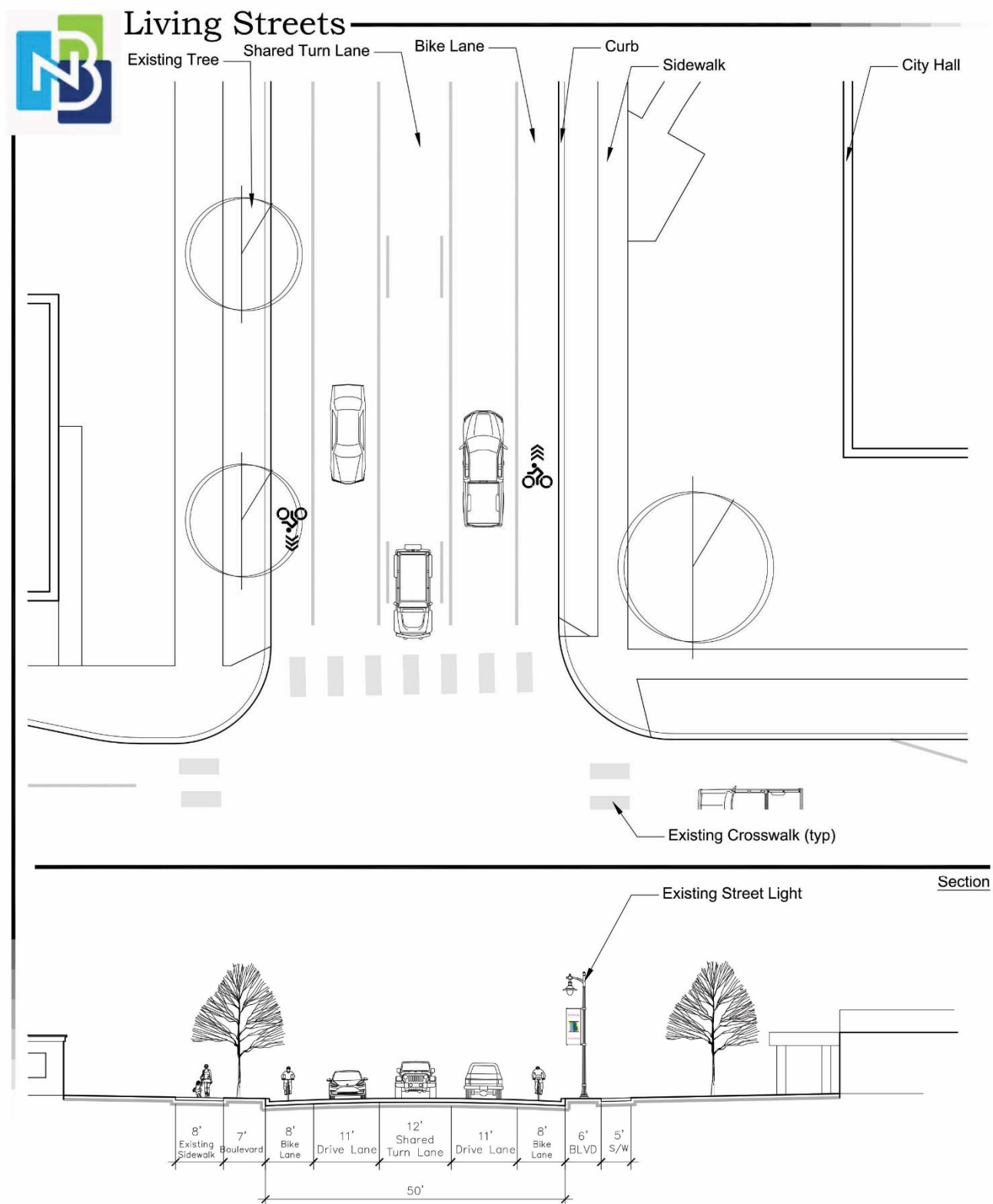


Living Streets



Old Highway 8 - City Hall - Center Island

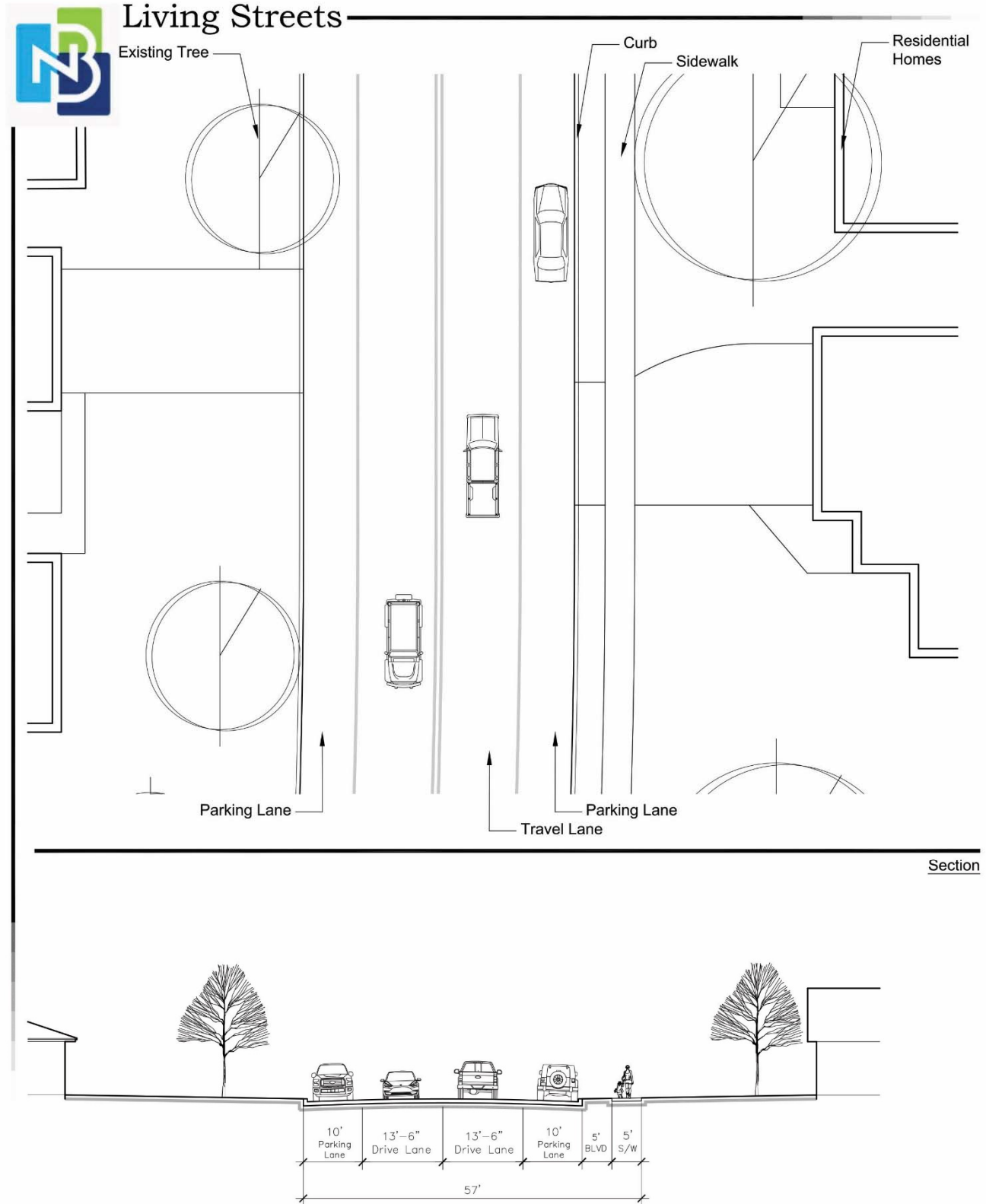
Scale
1" = 20'



Old Highway 8 - City Hall - Shared Turn Lane

Scale
1" = 20'

Appendix D – Innsbruck Examples

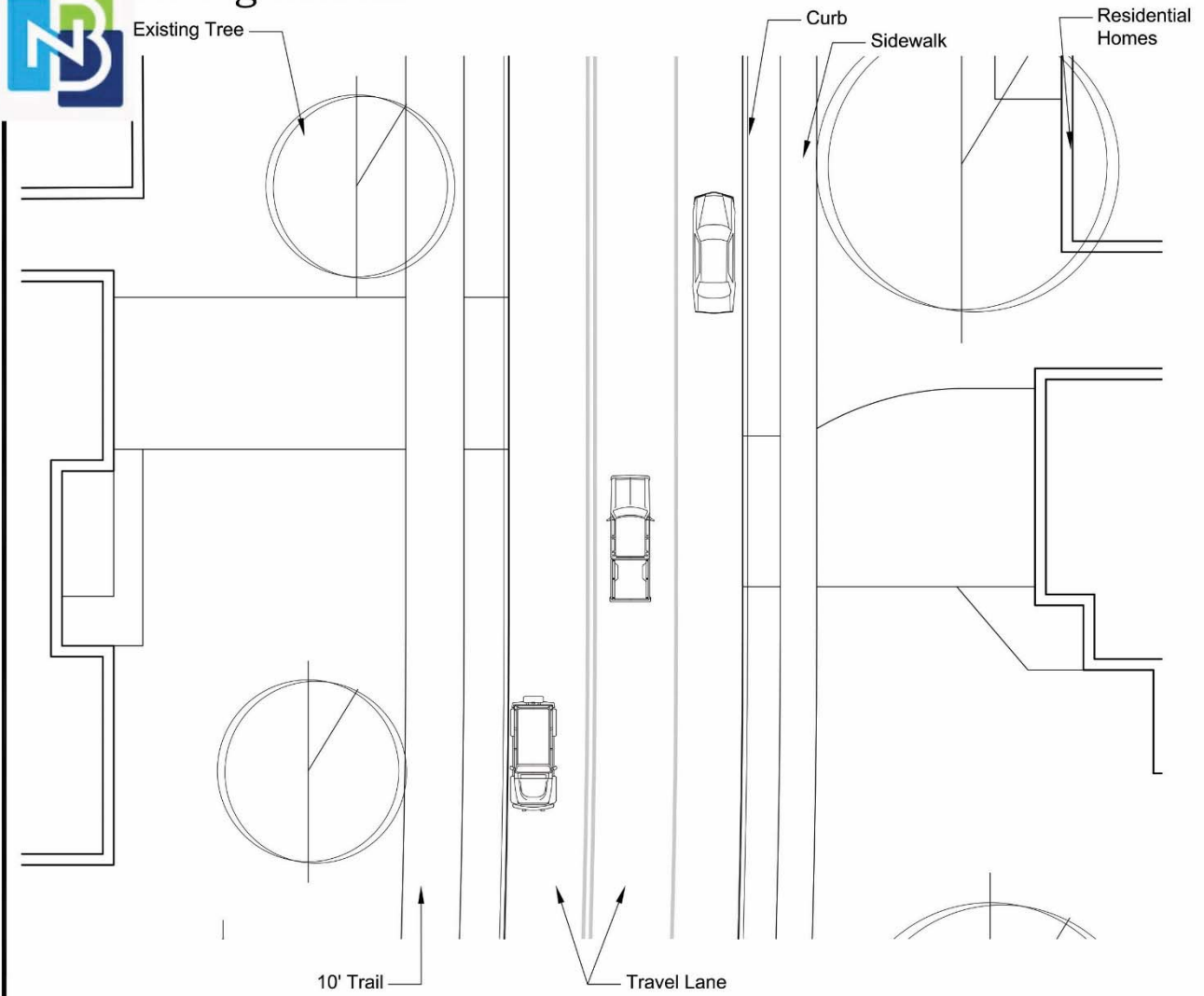


Innsbruck - Existing

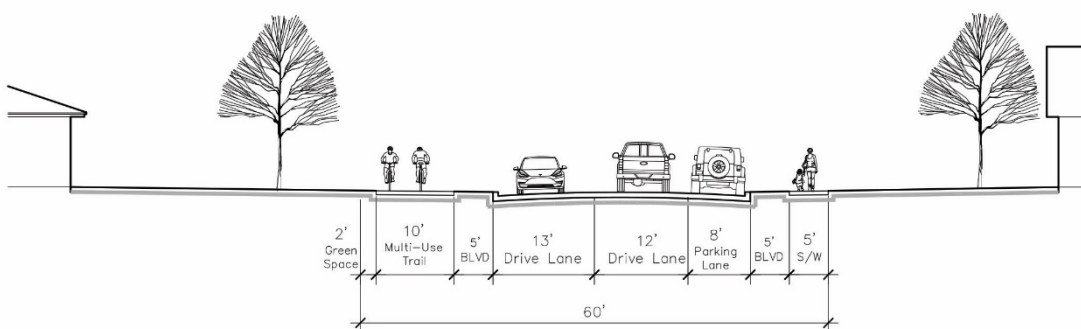
Scale
1" = 20'



Living Streets






























Section



Innsbruck - 10' Trail

Scale
1" = 20'

Appendix E – Project Checklist

Roadway	Category	Features Needed						Transit Adjustments	Considerations for Future Study
		Sidewalk	Bicycle Facilities	Parking	Blvd Trees	Storm Drain	Place Making		
									
Oakwood Drive (Silver Lane to County Road E)	<input checked="" type="checkbox"/> Local							This is not a transit route nor will it become one	Flooding has occurred at the low point adjacent to Silver Oaks Park and 389 Oakwood Drive Maintain emergency overflow between yards
	<input type="checkbox"/> Local (MSA)								
	<input type="checkbox"/> Minor Collector								
	<input type="checkbox"/> Major Collector								
		Check the appropriate box above							
		<div> High</div> <div> Medium</div> <div> Low</div>							



Living Streets

Business 1/9/2024

Craig Schlichting,
Director Community Assets & Development



Background

In early 2023 City Council and staff identified and committed to the following Strategic Priorities:

- Sustainable and Reliable Infrastructure
- Operational Effectiveness
- Environment and Sustainability
- Diversity, Equity, and Inclusion
- Livable Community

One initiative that was identified to address a few of these priorities was to develop a Living Streets Plan

The 'Living Streets' logo is composed of the words 'LIVING' and 'STREETS' stacked vertically. Each letter is a different color and has a small, dark, semi-transparent circle overlapping it, creating a sense of movement or a 'living' quality.

LIVING
STREETS

What are Living Streets? Living Streets are streets that are considered both Complete Streets and Green Streets.

Complete Streets consider the needs of pedestrians, bicyclists, transit users, motorists, commercial vehicles, and emergency vehicles moving along and across roads, intersections, and crossings.

Green Streets are streets designed to address climate change and stormwater needs by storing/filtering rainwater runoff. This can be accomplished with raingardens, tree canopy coverage, street narrowing (reduced runoff), and the protection of open spaces and natural areas.

Vision

Improve the quality of life in New Brighton through infrastructure improvements.

- Designing streets to include safe and comfortable routes for pedestrians/bicyclists that also moves vehicles slowly but efficiently
- Creating a sense of place that celebrates the feeling of community in the city
- Protect and enhance the urban forest and environment

Living Streets Plan Action Items

Streets

1. Reconstruction will include street width adjustments to support:
 - a. 25 mph speed limits
 - b. Inclusion of pedestrian/bike facilities
 - c. Parking facility needs

Sidewalks

1. Install where the street is near a public school, public building, park
2. Install on one side of MSA streets (space permitting)
3. Install on one or both sides of Collector roads (space permitting)

Bike Facilities

1. Install painted and/or protected bike lanes as streets are reconstructed/restriped in accordance with City Bike Map
2. Include wayfinding signage and décor to improve sense of place

Climate

1. Include boulevard trees to reduce heat island impacts
2. Install stormwater features to address flooding impacts and create groundwater recharge areas

Crosswalks

1. Install or replace double faced crosswalk signage (at identified crossings)
2. Restripe as paint fades
3. Utilize RRFB's, raised crosswalks/median islands, additional lighting, curb extensions

Safe Routes to School

1. Apply for planning grant to identify areas of need

Street Classification Recommendations

Local Streets

- Boulevard trees
- Stormwater features
- Street width of 24 feet to 27 feet
 - Two travel lanes without pavement markings
 - Parking along one side or both if deemed necessary
 - Bicycle facility if on an approved bike route
 - Sidewalk required where the street is near a public school, public building, park

Local Streets (MSA)

- Boulevard trees
- Stormwater features
- Street width of 24 feet to 32 feet
 - Two travel lanes without pavement markings
 - Parking along one side or both if deemed necessary based on surrounding land use, or location relative to services and/or higher density areas
 - Bicycle facility if on an approved bike route
 - Sidewalk on one side unless conditions/space do not allow

Minor/Major Collector

- Boulevard trees
- Stormwater features
- Street width of 32 feet to 40 feet
 - Two travel lanes with or without pavement markings
 - Parking along one side if necessary
 - Bicycle facilities (bike lanes or multi-use pathway)
 - Sidewalk on one side or on both sides if conditions/space allow



Recommendation Approve Living Streets Plan

Craig Schlichting, P.E.,
Director Community Assets and Development
651-638-2056
craig.schlichting@newbrightonmn.gov





Agenda Section:	VIII
Item:	4
Report Date:	12/21/2023
Meeting Date:	1/09/2024

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Purchase Agreement for Parcel A of 375 5th Avenue SW	
DEPARTMENT HEAD’S APPROVAL: <u>CGS</u>	CITY MANAGER’S APPROVAL: <u>DM</u>

Action Requested: <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Informational Form of Action: <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Contract/Agrmnt <input type="checkbox"/> N/A <input type="checkbox"/> Other Votes Needed: <input checked="" type="checkbox"/> 3 votes <input type="checkbox"/> 4 votes <input type="checkbox"/> 5 votes <input type="checkbox"/> N/A
--

<u>Summary Statement:</u>	<ul style="list-style-type: none"> ▪ The city has worked with the landowner on a purchase agreement for 375 5th Avenue. The City Attorney and our surveyor have created Parcel A and Parcel B on 375 5th Avenue SW. Jones Lake has historically been the subject of many Council discussions through the years, and Jones Lake is a key piece of property for future stormwater improvement projects. Parcel A is the property the City is seeking, and Ramsey County Ditch 5 divides this property. ▪ RCWD and the City are currently looking into concept planning efforts for Jones Lake as part of Phase II of the Basic Water Management Project Petition. Jones Lake is an impaired water receiving drainage from Roseville, St. Anthony and New Brighton. Foss Road and Lakeside Homes have experienced flooding, and improvements in the Jones Lake basin would look to improve this condition. Future improvements to the Jones Lake area for any type of project will be subject to future City Council approvals. ▪ Ramsey County Property Tax records indicate a 2024 value of \$454,800, with an existing billboard making up \$225,000 of that amount. The remaining land value is \$229,800. Parcel A is 4.47 acres, and Parcel B 0.82 acres which the owner would like to keep. With this breakdown the value of Parcel A is \$194,200.
----------------------------------	--

	<ul style="list-style-type: none"> ▪ As part of the due diligence the city will hire Barr Engineering to conduct a Phase I Environmental Analysis. The analysis will look at historical and current uses to evaluate environmental liability. The city will also hire Rud's Land Surveying to conduct a boundary and topographic survey. ▪ To properly separate Parcels A and B the City will go through the platting process to garner City approvals and prepare for closing.
<u>Recommendation(s):</u>	<ul style="list-style-type: none"> ▪ Authorize the Mayor and City Manager to sign Purchase Agreement ▪ Hire Barr for Phase I Environmental Study (\$3,500) ▪ Hire Rud's Land Surveying for plat and topography (\$7,000)
<u>Applicable Deadlines:</u>	<ul style="list-style-type: none"> ▪ None
<u>Legislative History:</u>	<ul style="list-style-type: none"> ▪ July 2002 – two appraisals were received that were authorized by council. <ul style="list-style-type: none"> ○ Jones Lake Property (27.16 acres) (owners: Baptist Seminary) had an appraised market value estimated at \$237,000. ○ Industrial Land with Raspberry Patch and Billboard (10 acres) (owners: Don Leier and Lorraine Carlson) had an appraised market value of \$244,000. ▪ November 2005 – City staff prepared a letter of interest to the seminary. No formal offer approved by City Council, but offer was to pay \$120,000 to acquire 27.16 acres of land known as Jones Lake property. ▪ July 9, 2013, the City Council approved a petition to the Watershed District for a Basic Water Management Project to address stormwater management and flooding within the Cities of New Brighton, Saint Anthony, Roseville. ▪ Early 2014 Property Listed on MLS for \$179,000, staff negotiated price of \$100,000 but did not purchase, property listed in Capital Improvement Plan since 2016. ▪ June 12, 2018, RCWD Presentation on Phase II of Basic Water Management Project Petition

	<ul style="list-style-type: none"> ▪ November 13, 2018, City Council Authorized Staff to Prepare Purchase Agreement for Baptist Seminary Property ▪ January 9, 2024, Resolution to Support Rice Creek Watersheds State Bonding Request for Jones Lake Improvements.
Strategic Priority: <input type="checkbox"/> Sustainable & Reliable Infrastructure <input type="checkbox"/> Operational Effectiveness <input checked="" type="checkbox"/> Environment & Sustainability <input type="checkbox"/> Diversity, Equity, & Inclusion <input checked="" type="checkbox"/> Livable Community <input type="checkbox"/> N/A	
Financial Impact: Is there a financial consideration? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: \$194,200 (+services) Financing Sources: <input type="checkbox"/> Budgeted <input type="checkbox"/> Budget Modification <input type="checkbox"/> New Revenue <input type="checkbox"/> Use of Reserves <input checked="" type="checkbox"/> Other Fund 560, Municipal Redevelopment will fund this purchase and the professional services required to close (legal, environmental, survey)	
Attachments:	1. Purchase Agreement 2. Presentation



Craig Schlichting, P.E.

Director of Community Assets and Development

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of the ____ day of _____, 2024 (the “Effective Date”) by and between THE FULFORD FAMILY PARTNERSHIP L.P., a Minnesota limited partnership (“**Seller**”) and the CITY OF NEW BRIGHTON, a Minnesota municipal corporation (“**Purchaser**”).

RECITALS

A. Seller is the fee owner of certain real property located in the City of New Brighton (“**City**”), County of Ramsey, and State of Minnesota, (PID No. 32-30-23-14-0012) which is legally described on the attached Exhibit A (the “**Existing Parcel**”). As more particularly set forth in this Agreement, prior to the closing of the transaction subject of this Agreement, Purchaser shall subdivide a portion of the Existing Parcel into two parcels. The legal description of the new parcel to be conveyed to Purchaser is legally described on the attached Exhibit B (the “**Land**”).

B. Seller desires to sell the Land and any and all improvements located thereon to Purchaser, and Purchaser desires to purchase such Land and improvements under the terms and conditions provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the following terms and conditions, the parties agree as follows:

1. **SALE AND PURCHASE**. Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller, upon the terms and conditions set forth below, the following:
 - a. Fee simple title to the Land together with improvements, if any, constructed on the Land (the “**Improvements**”); and
 - b. Seller’s interest, if any, in: (i) all easements, air rights, and other rights benefiting or appurtenant to the Land; and (ii) all neighboring or contiguous alleys, streets, roads and utilities servicing, pertaining or relating to the Land.

All items described in subparagraphs 1(a) through 1(b) above are collectively referred to in this Agreement as the “**Property**.”

2. **PURCHASE PRICE**. The total purchase price to be paid by Purchaser to Seller for the Property (the “**Purchase Price**”) shall be One Hundred Ninety Four Thousand Two Hundred and No/100 Dollars (\$194,200).

The Purchase Price shall be payable as follows:

- a. Upon execution of this Agreement by both parties, Purchaser shall deposit with the title company closing the transaction subject of this Agreement (the “**Title Company**”) via cash or wire transfer, Five Thousand and No/100 Dollars (\$5,000) (the “**Earnest Money**”). At the Closing, as defined in Paragraph 9, the Earnest Money and any interest accrued thereon shall be paid to Seller and credited against the Purchase Price. The Title Company shall act as escrow agent with respect to the Earnest Money pursuant to the terms of this Agreement, shall deposit such Earnest Money in an interest-bearing account. If Purchaser fails to close

for any reason other than i) properly terminating this Agreement pursuant to the terms of Paragraphs 3 or 8; or ii) the default of Seller, the Earnest Money and any interest accrued thereon shall be retained by Seller.

- b. The “**Effective Date**” shall be the last date upon which this Agreement is executed by both Purchaser and Seller.
- c. The balance of the Purchase Price, plus or minus the prorations and credits provided in this Agreement, shall be paid by Purchaser to Seller in immediately available funds via certified check or wire transfer at the Closing.

If there is a dispute between Seller and Purchaser regarding whether the Earnest Money shall be returned to Purchaser or delivered to Seller, the Title Company shall have no obligation to either Seller or Purchaser except to interplead the proceeds into an appropriate court of competent jurisdiction. The Title Company may act upon any instrument or other writing believed by Title Company in good faith to be genuine and to be signed and presented by the proper person. Title Company shall not be liable in connection with the performance by the Title Company of its duties hereunder, except for the Title Company’s own fraudulent misconduct or negligence. Title Company shall be under no obligation to institute or defend any action, suit, or legal proceeding in connection herewith or to take any other action likely to involve an expense to the Title Company (except to interplead the Earnest Money as aforesaid and with respect to its own wrongful conduct or negligence) unless first indemnified to its reasonable satisfaction by Seller and Purchaser.

- 3. **CONTINGENCIES.** Notwithstanding any other provision in this Agreement to the contrary, the parties agree that the purchase of the Property is subject to the following contingencies (collectively, the “**Purchaser Contingencies**”) which must be accepted or waived on or before the expiration of the Due Diligence Period hereafter defined, unless another period is expressly provided herein:

- a. Title to the Property shall be acceptable to Purchaser, in its sole discretion (the “**Title Contingency**”) within the time frames and terms and conditions contained in Paragraph 5.
- b. The Property’s environmental condition shall be acceptable to Purchaser, in its sole discretion. Copies of such environmental assessments shall be provided at no cost to Seller for its use (the “**Environmental Contingency**”). Notwithstanding the foregoing, Purchaser must conduct such review and other matters during the Due Diligence Period and this Environmental Contingency shall expire on the expiration of the Due Diligence Period.
- c. Purchaser shall have the right during the Due Diligence Period to conduct such soil tests/geotechnical analyses, inspections, reviews, examinations, storm water/drainage requirement analyses, pre-demolition assessments (collectively, the “**Reports**”), if any, as Purchaser deems necessary and such Reports and the testing/review required therefore shall be subject to the terms and conditions contained in Paragraph 6. The results of the same shall be satisfactory to Purchaser in its sole discretion (the “**Inspection Contingency**”). Copies of any Reports obtained or commissioned by Purchaser with respect to the Property shall be provided at no cost to Seller, but without any representation as to their accuracy. To facilitate Purchaser’s due diligence efforts, Seller agrees to deliver copies of all records it has of the Property in its possession, if any, to Purchaser within 5 days after the Effective Date hereof.

- d. Prior to the Closing Date, Purchaser shall subdivide the Existing Parcel in conformance with the depiction of the Land as set forth on Exhibit B-2, as further described in Paragraph 7 of this Agreement (the “**Subdivision Contingency**”).

Purchaser shall satisfy or waive the Environmental Contingency and the Inspection Contingency on or before the expiration of the Due Diligence Period, the Title Contingency in the time prescribed in Paragraph 5, and the Subdivision Contingency on or before the Closing Date or said Contingencies shall be waived.

On or before that date which is 60 days after the Effective Date hereof (the “**Due Diligence Period**”), Purchaser shall, by giving written notice to Seller, either:

- (i) Terminate this Agreement if any one or more of the Purchaser Contingencies above have not been satisfied; or
- (ii) Waive the Contingencies listed above and proceed to closing.

If Purchaser elects to terminate this Agreement under clause (i) above, then upon Seller’s receipt of Purchaser’s written notice of termination, this Agreement shall be null and void, all Earnest Money shall be returned by the Title Company to Purchaser, and neither party shall have any further obligation to the other.

If Purchaser elects to waive the Purchaser Contingencies and the Title Contingency and proceed under clause (ii) above, then the Earnest Money shall become nonrefundable to Purchaser except in the event of: (a) Seller’s default; (b) termination pursuant to Paragraph 5(a); or, (c) termination pursuant to Paragraph 8; and the parties shall proceed to Closing as provided in Paragraph 9 below.

4. **REPRESENTATIONS AND WARRANTIES.** The following representations are being made by Seller: (i) that the Property will be free of any tenancies as of the Closing Date and no party shall have any rights to possession thereof; (ii) that Seller is the fee owner of the Property and is authorized to sell the Property; (iii) Seller has no knowledge of any “Hazardous Substance,” “pollutant” or “contaminant” ever being released from any “facility” or “vessel” located on or used in connection with the Property, and has not taken any action in “response” to a “release” in connection with the Property (the terms set within quotation marks shall have the meanings given to them in the federal Comprehensive Environmental Compensation and Liability Act); (iv) as of the Closing, there will be no obligations or liabilities of any kind or nature whatsoever, including but not limited to any tax liabilities, contract liabilities or tort liabilities for which or to which Purchaser or the Property will be liable or subject except for non-delinquent real estate tax obligations; (v) to the best of Seller’s knowledge, there are no storage tanks, underground storage tanks, wells, or abandoned wells or septic systems upon the Property; (vi) subject to matters beyond the control of the Seller and reasonable wear and tear, the Property shall be substantially in the same condition at Closing as it is as on the Effective Date; (vii) Seller has not filed, voluntarily or involuntarily for bankruptcy relief within the last year under the United States Bankruptcy Code or has any petition for bankruptcy or receivership been filed against Seller within the last year; (viii) there are not any third parties entitled to possession of all or any portion of the Property and there are no leases, oral or written, affecting all or any portion of the Property as of the Closing Date; and (ix) with the exception of this Agreement, Seller has not entered into, and shall not enter into, and there is not existing, any agreement, written or oral, under which Seller is or could become obligated to sell all or a portion of the Property to a third party. After the Agreement Date, Seller shall not, without the prior written consent of Purchaser, convey any interest in the Property, nor

subject the Property to any additional liens, restrictions, covenants, conditions, easements, or other encumbrances. These representations shall survive Closing indefinitely.

Except as expressly set forth herein, Seller makes no warranty or representations whatsoever, express or implied, regarding the condition, merchantability, habitability, tenantability, environmental condition, or the fitness for any particular purpose or use, of the Property purchased and sold hereunder. Purchaser acknowledges that it is purchasing the Property “**AS IS, WHERE IS, AND WITH ALL FAULTS**” and Purchaser for itself and for its successors and assigns hereby waives, releases, and discharges Seller from any and all claims, demands, liabilities, damages, obligations, fines, penalties, costs, and expenses, including, without limitation, reasonable attorneys’ fees and disbursements (collectively, the “**Liabilities**”), and covenants not to sue Seller for any Liabilities caused by, arising out of, or related to the condition of the Property or any matters related to the Property. Notwithstanding anything contained herein to the contrary, the provisions of this Paragraph shall survive Closing.

5. **EVIDENCE OF TITLE.** Purchaser shall obtain a commitment for an owner’s policy of title insurance (“**Title Commitment**”) from the Title Company for the Property within 15 days of the Effective Date, at Purchaser’s expense. Purchaser shall be allowed 20 days after the date of receipt of the Title Commitment to examine the same and make any objections (the “**Title Objections**”). Such objections must be made to Seller in writing or shall be deemed to have been waived. If any Title Objections are made, Seller shall have five days from the date of Seller’s receipt of the Title Objections (“**Response Date**”) to confirm to Purchaser in writing whether it will be able to remove the Title Objections on or prior to the Closing Date, and if not, which of the Title Objections Seller is unwilling to remove; provided, however, that Seller must satisfy any monetary liens, contract for deed interests, mortgages, or other monetary encumbrances on or prior to the Closing Date. Purchaser shall then have the right to either waive those Title Objections which Seller is unwilling to remove, or to terminate this Agreement on or before the earlier of i) 10 days after the Response Date; or ii) the end of the Due Diligence Period pursuant to the Title Contingency described in Paragraph 3(a) above. If Seller fails to remove those Title Objections which Seller agrees to remove on or prior to the Closing Date, Purchaser shall have the option of:
 - a. Declaring this Agreement null and void by written notice to Seller, and, in such event, the Earnest Money shall be returned to Purchaser; or
 - b. Waiving any defect in title and, in such event, proceed to close the transaction contemplated by this Agreement on the Closing Date as defined in Paragraph 9 hereof.

As used in this Agreement, the term “**Permitted Exceptions**” shall mean (i) all matters listed in the Title Commitment to which Purchaser does not raise a Title Objection within its review period described above or, having objected, waives as provided above; (ii) ad valorem real estate taxes for the calendar year in which the Closing occurs and subsequent calendar years, not yet due and payable; and (iii) municipal or other governmental zoning laws, regulations and ordinances.

6. **ACCESS TO THE PROPERTY.** Seller hereby grants to Purchaser, its employees, contractors, agents, and representatives the right of ingress and egress over, under, and through the Property for the purpose of inspecting and testing of the same and making other observations as Purchaser deems necessary (collectively, the “**Inspections**”), all at Purchaser’s expense. This includes the right of Purchaser and its agents to perform soil borings on the Property. Purchaser shall reasonably repair any damage caused to the Property as a result of Purchaser’s activities such that the Property is returned to substantially the same condition as

it existed prior to Purchaser's activities. Seller shall reasonably cooperate with Purchaser and its due diligence efforts, provided such cooperation is at no expense to Seller.

7. **SUBDIVISION APPROVAL.** Prior to the Closing Date, Purchaser shall, at its sole cost and expense, subdivide the Existing Parcel in conformance with the depiction of the Land set forth on Exhibit B-2, which subdivision may be in the form of a minor subdivision, subdivision plat, block plat or other plat (the "**Subdivision**"), as determined by Purchaser in consultation with Seller and any other applicable governmental and quasi-governmental authorities (collectively, the "**Governing Authorities**") and in accordance with all applicable laws. Seller shall reasonably cooperate with Purchaser's applications for, and other matters related to, the Subdivision, including, without limitation, executing any documents or other agreements reasonably necessary to process and effectuate the subdivision of the Existing Parcel. Upon the approval of the Subdivision by the Governing Authorities ("**Subdivision Approval**"), the Subdivision shall be recorded. Following approval and, if applicable, recordation of the Plat, the legal depiction of the Property as established by the Subdivision shall automatically replace the description and depiction of the Property set forth on the Exhibits attached to this Agreement, and such updated legal description shall thereafter be used as the legal description of the Property for purposes of conveying the Property from Seller to Purchaser via the Deed at the Closing.
8. **EMINENT DOMAIN.** If, prior to the Closing Date, all or any substantial part of the Property should be taken, or proceedings are commenced in condemnation with respect thereto, Seller shall give Purchaser written notice of such taking or threatened taking, as the case may be, and Purchaser shall have the option to terminate this Agreement. Said options provided in this Paragraph, if exercised by Purchaser, must be exercised in writing and delivered to Seller within the earlier of: (i) 10 days after a request by Seller as to whether Purchaser intends to exercise this option; or (ii) the Closing Date. If Purchaser so elects to cancel this Agreement in accordance herewith, this Agreement shall thereafter be of no further force and effect. If Purchaser does not elect to exercise its option to terminate this Agreement according to this Paragraph, this Agreement shall remain in full force and effect and Purchaser shall be entitled to negotiate for, settle and receive any award relating to such taking, and Seller shall assign to Purchaser all its rights relating thereto.
9. **CLOSING AND POST-CLOSING.** The consummation of the transaction contemplated by this Agreement ("**Closing**") shall be held at New Brighton City Hall, 803 Old Highway 8 NW, New Brighton, Minnesota 55112 or at such other location as the parties shall agree, on the "**Closing Date**" which shall be a date mutually agreed upon by Seller and Purchaser which is within 30 days after Purchaser has satisfied or waived all contingencies described in Paragraph 3 above.

9.1 On the Closing Date, Seller shall deliver to Purchaser a warranty deed for the Property, subject to only the Permitted Exceptions (the "**Deed**"); a FIRPTA affidavit; a customary Seller's affidavit in a customary form reasonably acceptable to the Title Company; a bring down certificate reaffirming the representations made in Paragraph 4 hereof; and a closing settlement statement; and such other documents and instruments reasonably requested by the Title Company or Purchaser to consummate the transactions contemplated by this Agreement, all in exchange for the payment of the Purchase Price by Purchaser. Legal and exclusive possession of the Property shall be delivered to Purchaser on the Closing Date.

On the Closing Date, Purchaser shall deliver to Seller and the Title Company the funds required hereunder to satisfy the Purchase Price and as required under the closing statement agreed to among Seller, Purchaser and the Title Company, a customary form Buyer's Affidavit

in such form and reasonably required by the Title Company; a closing statement pursuant to the terms and conditions of this Agreement; and such other documents as may be reasonably required by the Title Company.

9.2 General real estate taxes applicable to the Property due and payable in the year of Closing, if any, shall be prorated between Seller and Purchaser on a daily basis with Seller paying those taxes allocable to the period prior to the date of Closing and Purchaser being responsible for those allocable to the date of Closing and thereafter. Because the Property is a part of a larger tax parcel, Purchaser shall be only required to pay the real estate taxes attributable to the Property and not the entire tax parcel. These taxes shall be calculated on a square footage basis. Any real estate taxes due and payable in the years prior to Closing, including any deferred real estate taxes, penalties, or interest, if any, shall be paid by Seller. Seller shall pay all special assessments levied or pending against the Property as of the Closing Date.

9.3 Seller shall be responsible for: satisfying, out of the Purchase Price or otherwise, all mortgages and liens against the Property as of Closing; all recording charges necessary in order to make title to the Property marketable; all state or local transfer, or deed taxes in connection with the Deed to be delivered by Seller to Purchaser; and the cost for the preparation of the Commitment, including any search and examination fees. Purchaser shall pay: the cost of its title insurance premium and any policy endorsements required by Purchaser; and recording charges in connection with the Deed. Any closing charges charged by the Title Company to close this transaction shall be split equally between Purchaser and Seller. Each party shall be responsible for their own accounting and legal counsel fees.

10. **OPERATION PRIOR TO CLOSING.** During the period from the date of Seller's acceptance of this Agreement through the Closing Date, Seller shall maintain the Property in the ordinary course of business in accordance with commercially reasonable business practices and standards, including but not limited to maintaining adequate liability insurance and insurance against loss by fire, windstorm, and other hazards, casualties, and contingencies, including vandalism and malicious mischief ("**Risk of Loss Event**"). Seller shall bear the risk of loss or damage prior to Closing. In the event of any Risk of Loss Event which does not result in a termination of this Agreement, Seller shall, at Closing, pay Purchaser or credit Purchaser against the Purchase Price the amount of any insurance attributable to the Risk of Loss Event, or assign to Purchaser, as of Closing and in a form acceptable to Purchaser, all rights or claims for relief to the same, and credit to Purchaser an amount equal to the deductible, if any, under any applicable insurance policy of Seller.
11. **AUTHORITY.** Each person executing this Agreement, by their execution hereof, represents and warrants that they are fully authorized to do so, and that no further action or consent on the part of the party for whom they are acting is required for the effectiveness and enforceability of this Agreement against such party following such execution.
12. **BROKER'S FEES.** Seller and Purchaser hereby represent and warrant to the other party that, in connection with this transaction, no third-party broker or finder has been engaged or consulted by them or through such party's actions (or claiming through such party) and is entitled to compensation as a consequence of this transaction. Seller and Purchaser agree to indemnify, defend, and hold the other party harmless against any and all claims of brokers, finders, or the like, and against the claims of all third parties, claiming any right to commission or compensation by or through acts of the indemnifying party or its partners, agents, or affiliates in connection with this Agreement. The indemnifying party's indemnity obligations

shall include all damages, losses, costs, liabilities, and expenses, including reasonable attorneys' fees and litigation costs, which may be incurred by the other party.

13. **NO RELOCATION BENEFITS.** Seller acknowledges that that Seller is not eligible for relocation assistance and benefits, to wit: the Purchaser has not threatened use of eminent domain; there are no leases or other occupancy agreements with respect to the Property and no tenants or third parties in possession of the Property; no parties will be displaced by the transaction contemplated herein; and, no compensation for relocation assistance and benefits will be owed as a result of this transaction. The provisions of this paragraph shall survive closing of the transaction contemplated by this Agreement.
14. **NOTICES.** Any notice or election herein required or permitted to be given or served by either party hereto upon the other shall be deemed given or served in accordance with the provisions of this Agreement, if personally served; sent via telephonic facsimile; delivered by nationally recognized overnight courier; or if mailed by United States registered or certified mail, postage prepaid, properly addressed as follows:

If to Seller: The Fulford Family Partnership L.P.
817 Vandalia St.
St. Paul, MN 55114
Attn: _____

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

with a copy to: Kennedy & Graven, Chartered
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
Attn: Sarah J. Sonsalla

Each mailed notice or communication shall be deemed to have been given to, or served upon, the party to which it is addressed on the third date after the same is deposited in the United States registered or certified mail, if postage prepaid, properly addressed in the manner above provided, if sent by overnight mail it shall be deemed delivered the day after deposit with the overnight courier, or on the date of delivery if by other means as allowed above, and if by telephonic facsimile, with confirmation of successful transmission. The addresses to which notices are to be mailed to either party hereto may be changed by such party by giving written notice thereof to the other party in the manner above provided.

15. **DEFAULT.** In the event of a default by Seller hereunder, Purchaser may terminate this Purchase Agreement, and receive from Seller a return of all Earnest Money, or, if said action is brought within 60 days after said default, bring an action to compel the specific performance of this Agreement in a court of law or equity. In the event of a default by Purchaser hereunder, Seller may terminate this Agreement by providing 30 days written notice as provided by Minnesota Statutes, and subsequent to such termination, retain the Earnest Money and any interest accrued thereon paid hereunder as its sole and exclusive remedy.

16. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which will, for all purposes, be deemed to be an original, and all of which are identical. This Agreement may further be evidenced by facsimile and email scanned signature pages.
17. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota.
18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, understandings either oral or written, between them concerning the Property. No subsequent alteration, amendment, change, deletion, or addition to this Agreement shall be binding upon any of the parties hereto unless in writing and signed by both the party against whom enforcement thereof is sought.
19. **FURTHER ASSURANCES.** Each party agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.
20. **NO THIRD PARTY BENEFICIARIES.** The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.
21. **NO PARTNERSHIP OR JOINT VENTURE.** Nothing in this Agreement shall be construed or interpreted as creating a partnership or joint venture between Seller and Purchaser relative to the Property.
22. **ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Agreement is not assignable by either Party without the other Party's written consent.
23. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
24. **RULE OF CONSTRUCTION.** The parties acknowledge that each party and their counsel has reviewed and revised or had the opportunity to revise this Agreement, and the parties hereby agree that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.
25. **CAPTIONS.** The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.
26. **MISCELLANEOUS.** All times specified in this Agreement shall be of the essence of this Agreement. If any date set forth for the performance of any obligations by Seller or Purchaser or for the delivery of any instrument or notice should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day.

following such Saturday, Sunday, or legal holiday. The term “legal holiday” means any state or federal holiday on which financial institutions or post offices are generally closed in the state of Minnesota.

27. **WAIVER**. The waiver by any party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or another provision of this Agreement.

[Signature page follows.]

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

SELLER:

PURCHASER:

**THE FULFORD FAMILY
PARTNERSHIP L.P.**

CITY OF NEW BRIGHTON

By: _____

By: _____

Kari Niedfeldt-Thomas, Mayor

Its: _____

By: _____

Devin Massopust, City Manager

EXHIBIT A

Legal Description of the Existing Parcel

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.

EXHIBIT B

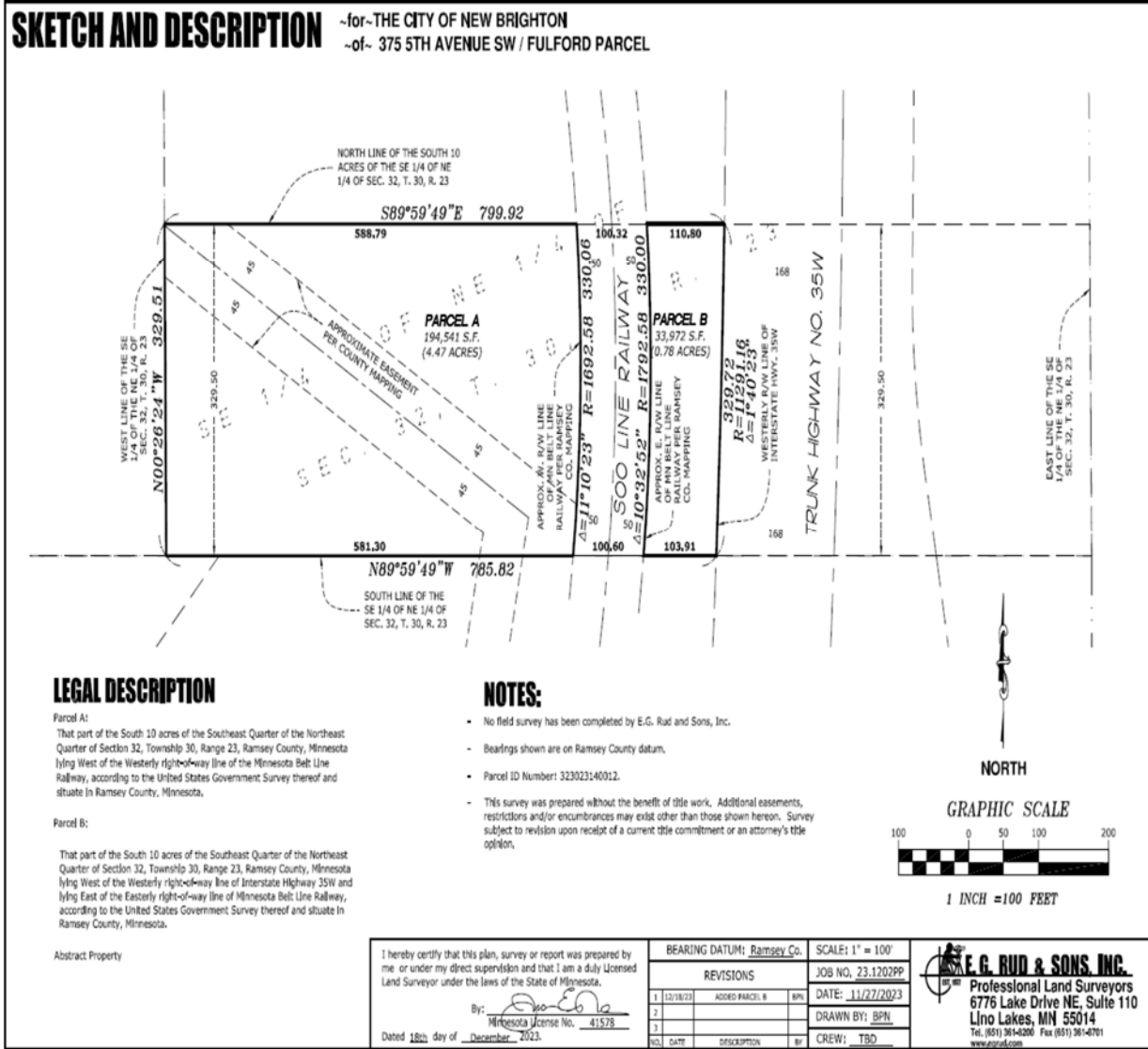
Legal Description of the Land

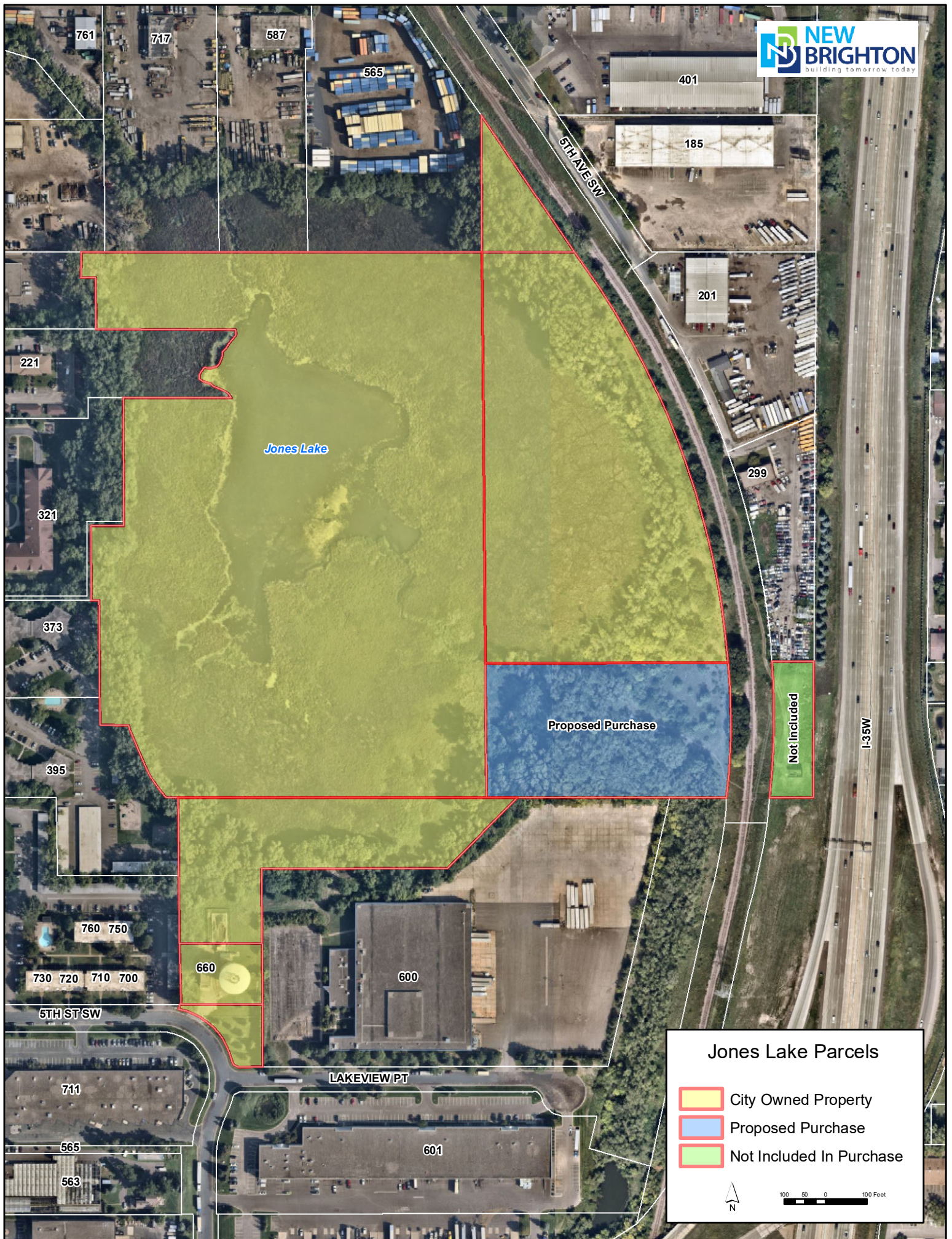
Parcel A:

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.

EXHIBIT B-2

Depiction of the Land (Shown as Parcel A)





Jones Lake Parcels

- City Owned Property
- Proposed Purchase
- Not Included In Purchase



100 50 0 100 Feet



375 5th Avenue SW Purchase City Council Meeting 1/9/24

Craig Schlichting,
Director Community Assets & Development



July 16, 2011 Rainfall Event

Fridley Weather Station

4.18"

4:24 am to 6:02 am (1hr 38min)

Other Nearby Rainfall Reports

New Brighton 3.75"

Arden Hills 5.65"

St. Anthony 4.46"

Roseville 5.26", 5.00"

Little Canada 5.44"

Design Events

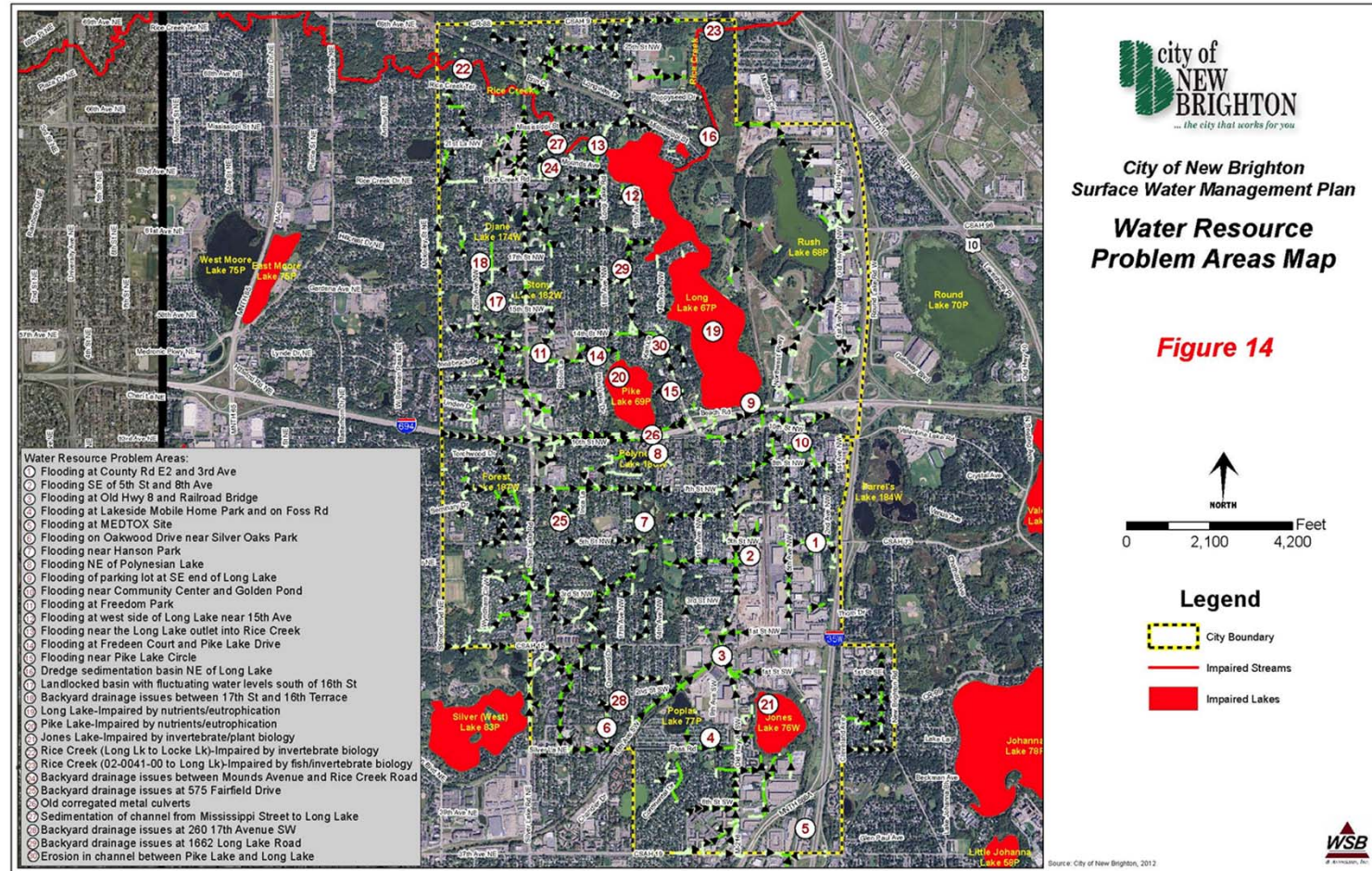
100 year design events (1% chance/yr)

24-hour storm 5.9" (changed to 7.4")

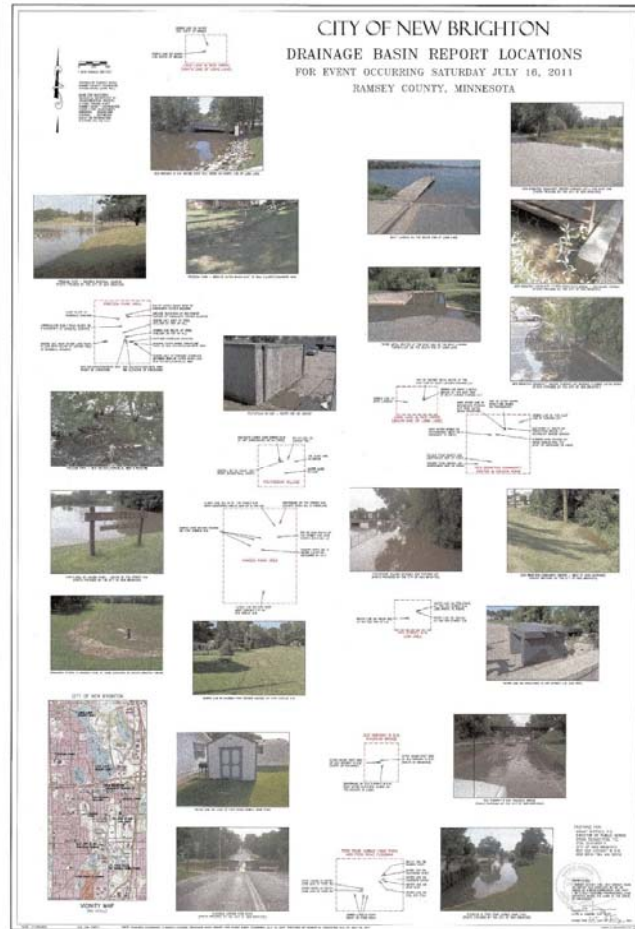
1-hour storm 3.3"



Problem Areas Map



City Response



Website set up to report damage

Kemper & Associates surveyed HWL/debris lines

WSB reviewed storm sewer system and provided recommendations

RCD 2,3 & 5 Basic Water Management Project
Petition (New Brighton, St. Anthony, Roseville)

Potential Improvements

Two Options for any Flood Problem

Increase Upstream Storage

Increase Capacity of Conveyance System

- storm sewer pipe
- designated overland flow route



Petition Phase 1

Hansen Park

Mirror Pond

Freedom Park (Phases 1 and 2)

Proposed Hansen Park Project



PRIMARY PROJECT COMPONENTS INCLUDE:

Dredging and reconstruction of the Hansen Park pond

- Increases pond's capacity to hold water, improves water quality, and prevents flooding
- Replaces pond outlet, lowering the normal water level, and helps prevent flooding
- Increases the size of the pond by 2.25 acres
- Removes contaminated sediment from the pond

Construction of an Iron-Enhanced Sand Filter

- Removes phosphorous by pumping water through an iron-enhanced sand filter and reduces algae blooms in downstream Pike Lake and Long Lake

Revegetation plans to support wildlife habitat in the project area

- Expands growth of native aquatic plants in the pond
- Incorporates native plants throughout the project site

Reconstruction of park trails as needed in the project area

- Reduces the frequency and duration of flooding on park trails during/after large rainstorms
- Relocates the boardwalk trail east of the dam and converts it to gravel and/or woodchips

Park aesthetics, access, and enjoyment are all expected to improve as a result of this project

Visit www.ricecreek.org for more information or contact Kyle Axtell at kaxtell@ricecreek.org or 763-398-3070.



Project funding provided by a Clean Water Fund grant from the Clean Water, Land, and Legacy Amendment and the Rice Creek Watershed District.



Water Quality Benefits

Downstream phosphorus load reduction:
150-200 pounds per year
(reducing algae growth by 20-50 tons!)

Flood Control Benefits

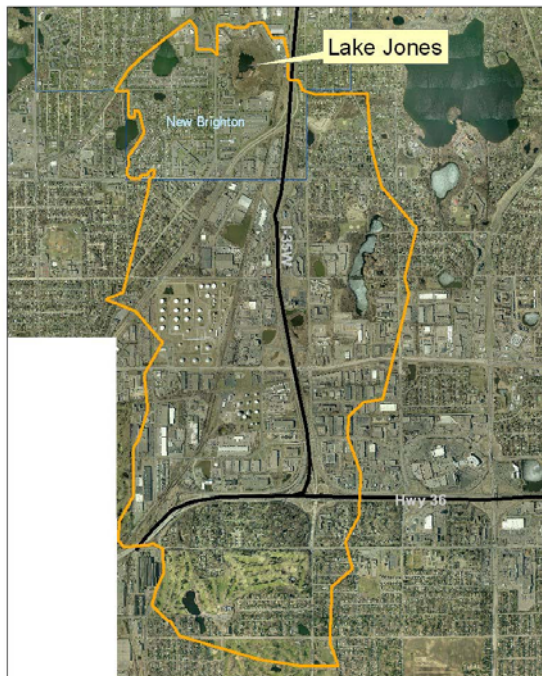
Increased flood storage capacity within park:
35.6 acre-feet – or – 11,600,000 gallons!

Reduced 10-year and 100-year flood elevations
from the park downstream to Pike Lake

Project Schedule

Construction expected to begin in fall 2016
Heavy dredging/excavation in winter 2016-17
Planned completion by fall 2017

What's Next?



Lake Jones Watershed

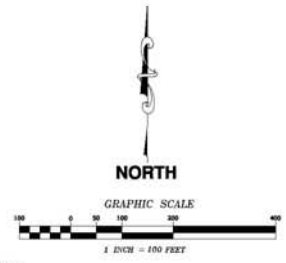


RCWD Petition Phase II

- Pipe/Pond Modifications
 - 4th Street Low Area
- City Signed Purchase Agreement 11/29/2018
- ~27 acres (Seminary Property)
- 375 5th Avenue SW Purchase
- Bonding Request

CERTIFICATE OF SURVEY

-for- THE CITY OF NEW BRIGHTON
-of- JONES LAKE



- NOTES:**
- Field survey was completed by G. Rud and Sons, Inc. on 8/12/19.
 - Boundaries shown are on Ramsey County datum.
 - Parcel ID Number: 32-30-23-02-13-0008.
 - This survey is based upon information found in the commitment for title insurance prepared by Stewart Title Guaranty Company, File No. 583527, dated effective December 28, 2018.
 - Contours shown per MNGRO bar distribution.
 - Total Boundary Area: 1,064,945 sq. ft. / 24.45 acres (includes area of discrepancy).
 - Due to field work being completed during the winter season there may be improvements in addition to those shown that were not visible due to snow and ice conditions characteristic of Minnesota winters.

LEGAL DESCRIPTION

Parcel A:
That part of the Southwest Quarter of the Northeast Quarter of Section 32, Township 30, Range 23, lying East of the West 430 feet thereof and North of the South 175 feet thereof.

The East 65 feet of the West 450 feet of the North 190 feet of the Southwest Quarter of the Northeast Quarter of Section 32, Township 30, Range 23.

The East 35 feet of the West 385 feet of the North 60 feet of the Southwest Quarter of the Northeast Quarter of Section 32, Township 30, Range 23.

The East 60 feet of the West 430 feet of the North 484 feet of the South 609 feet of the Southwest Quarter of the Northeast Quarter of Section 32, Township 30, Range 23.

The East 22 feet of the West 390 feet of the North 182 feet of the South 609 feet of the Southwest Quarter of the Northeast Quarter of Section 32, Township 30, Range 23.

Subject to an easement for sewage and ponding purposes in favor of the City of New Brighton as set forth in the Instrument recorded in Book 1929 of Ramsey County Records, page 43, Ramsey County, Minnesota.

Township property

Parcel B:
The South 175 feet of the Southwest Quarter of the Northeast Quarter of Section 32, Township 30, Range 23, Except the West 327 feet.

Abstract property

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

JASON E. RUD
Date: 8/12/19 License No. 41376

BOUNDARY NOTE:

There is a boundary discrepancy/overlap between subject parcel and property located within the plat of LAKES RUN APARTMENTS and also parcel owned by Sherwood Lake Properties LLC, under tax parcel number 32-30-23-13-0010 as shown on available maps. The area of discrepancy/overlap extends westerly from the shore line of Jones Lake to the east line of the West 430 feet of the Southwest Quarter of the Northeast Quarter as shown. Proposed legal descriptions of the overlap area are provided.

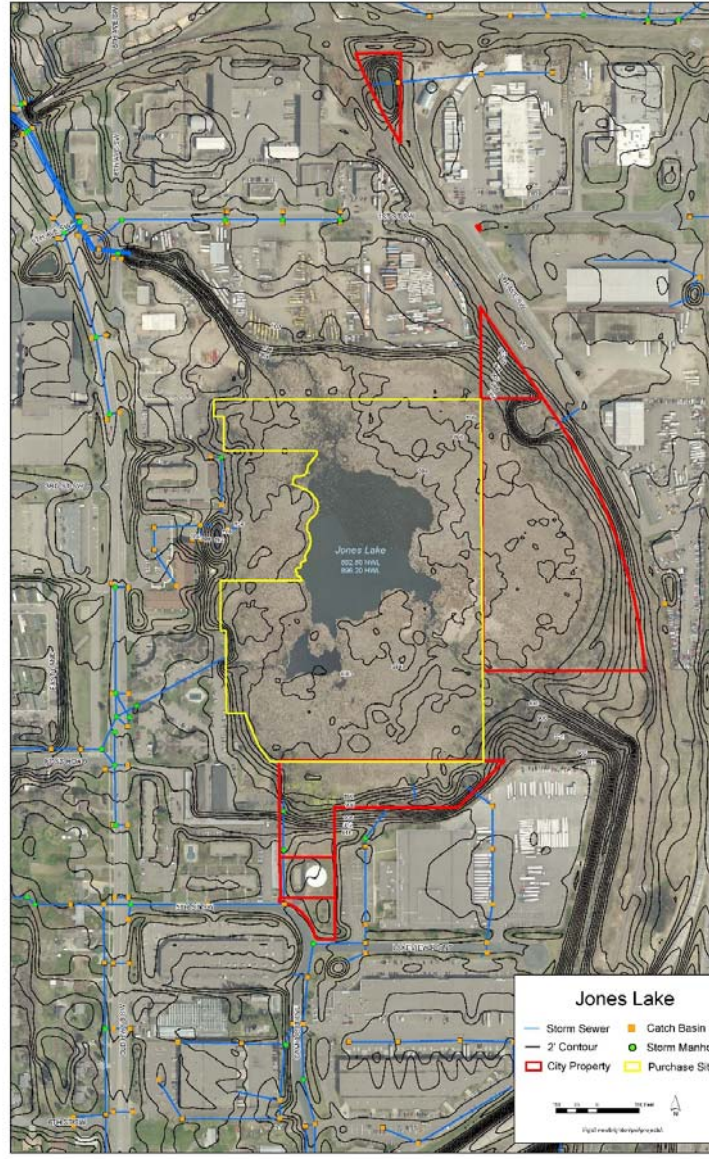
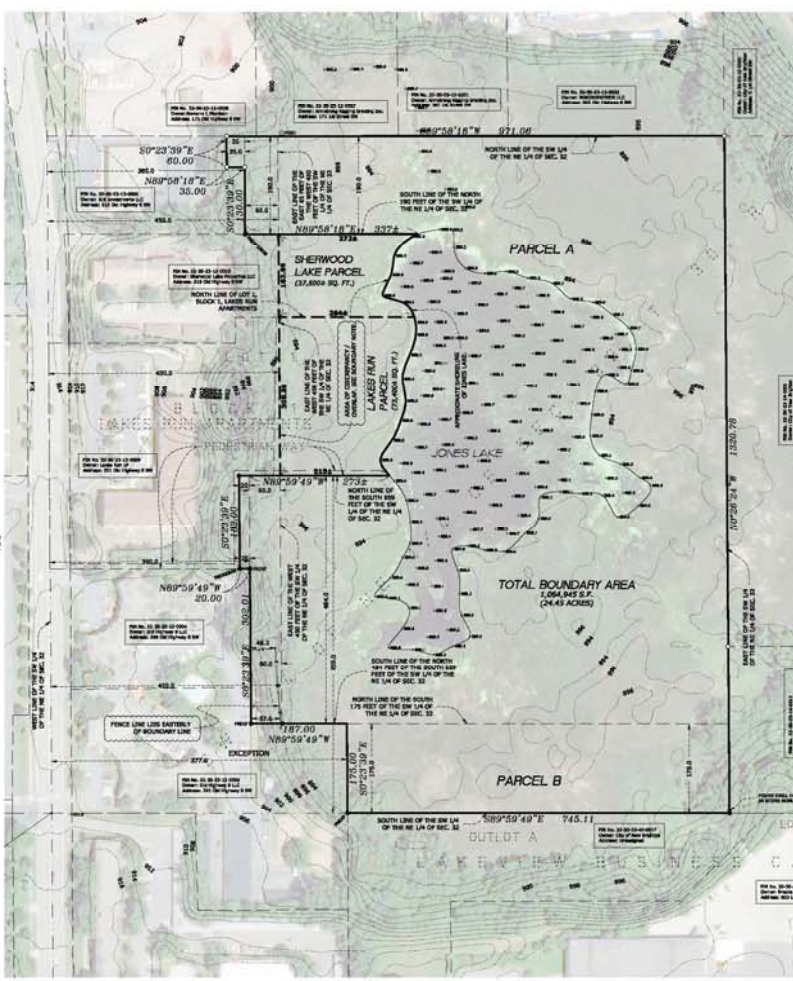
PROPOSED LEGAL DESCRIPTIONS:

SHERWOOD LAKE OVERLAP DESCRIPTION
That part of the Southwest Quarter of the Northeast Quarter of Section 32, Township 30, Range 23, Ramsey County, Minnesota, lying South of the North 150 feet of said Southwest Quarter of the Northeast Quarter; lying East of the West 430 feet of said Southwest Quarter of the Northeast Quarter; lying West of Lake Jones in said Southwest Quarter of the Northeast Quarter and North of Lot 1, Block 1, LAKES RUN APARTMENTS, Ramsey County, Minnesota.

LAKES RUN OVERLAP DESCRIPTION
That part of Lot 1, Block 1, and the Pedestrian Way platted in LAKES RUN APARTMENTS, Ramsey County, Minnesota, according to the recorded plat thereof lying East of the West 450 feet of the Southwest Quarter of the Northeast Quarter of Section 32, Township 30, Range 23, Ramsey County, Minnesota.

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED ALSP 41578
- DENOTES FENCE POST
- DENOTES WOVEN WIRE FENCE
- DENOTES LAKES CONTIGUOUS
- DENOTES ADJACENT PARCEL OWNER INFORMATION (PER RAMSEY COUNTY TAX INFORMATION)



E. G. RUD & SONS, INC.
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-0200 Fax (651) 361-0701

Ramsey County Tax Records

- \$454,800 total value
 - \$225,000 billboard
 - \$229,800 land
- Parcel A 4.47 acres
 - **\$194,200 (Purchase Agreement)**
- Parcel B 0.82 acres
 - \$35,600

Consultant Fees

- Platting/Topo \$7,500
- Phase I (current/historical land use)





Recommendation

Authorize Mayor and City Manager to sign
Purchase Agreement

Authorize Staff to work with Barr and Rud's Land
Surveying to prepare for plat approval

Craig Schlichting, P.E.,
Director Community Assets and Development
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