



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 23, 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

VI. Consent Agenda

1. Consider Approval of Payments of Electronic Funds Transfer (EFT) 22832-23045, ACH Payments 22990-23041, & Vouchers 161806-161833 for a total of \$3,110,498.76.
2. Consider Approval of City Council Minutes
 - a. January 9, 2024 Council Work Session Minutes
 - b. January 9, 2024 City Council Business Meeting
3. Accept Receipt of Commission Minutes
 - a. November 1, 2023 PREC Commission
 - b. December 6, 2023 PREC Commission
4. Consider a resolution approving an after-the-fact extension to the final plat filing

deadline for Silver Oak Estates No. 6

5. Consider a resolution acknowledging and accepting Change for the Better Donations Received in 2023
6. Consider approval of Renewal By Andersen Solicitor License for Jan 29 – Feb 29
7. Resolution to Consider Purchase Agreement for the Purchase of Certain Property from the Fulford Family Partnership L.P.
8. Resolution to Consider Support of Ramsey County HSIP Application for 4 to 3 Conversion on portions of Long and Silver Lake Roads.
9. Consider Authorization to Purchase Three 2024 Bobcat Toolcats
10. Consider Authorization to Enter in to a UASI Grant Agreement with the Minnesota Department of Public Safety
11. Consider Approval of Renewal of Massage License for Lori Nebel
12. Consider a Resolution Authorizing the Execution of a Livable Communities Act Grant Agreement and consulting contract to study Accessory Dwelling Units (ADUs) and pen new regulations governing their place in the City of New Brighton

VII. Public Hearings

1. Consideration of a Resolution Vacating a Drainage and Utility Easement Within the Plat of Silver Oaks Estates No. 2, Common Interest Community No. 791
2. Ordinance 899: Commercial Tobacco Licenses
 - a. Consider Approval of Ordinance No. 899 Amending Article 4 in Chapter 15 (Licenses) of the New Brighton City Code
 - b. Consider Approval of a Resolution Authorizing Publication of Ordinance No. 899 by Title and Summary

VIII. Council Business

1. Report on City Manager Massopust's Performance Review
2. Consider a Resolution Adopting of a Fair Housing Policy

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



Agenda Section:	VI
Item:	1
Report Date:	01/17/24
Meeting Date:	01/23/24

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

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

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 type="checkbox"/> N/A	<input checked="" 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 following summary of claims have been submitted to the City’s Finance Department for payment. A detailed listing is also attached. <table> <tr> <td>EFT#: 22832-23045</td><td>\$ 1,644,437.69</td></tr> <tr> <td>ACH#: 22990-23041</td><td>\$ 1,444,085.90</td></tr> <tr> <td>Check#: 161806-161833</td><td>\$ 21,975.17</td></tr> <tr> <td>Total:</td><td>\$ 3,110,498.76</td></tr> </table>	EFT#: 22832-23045	\$ 1,644,437.69	ACH#: 22990-23041	\$ 1,444,085.90	Check#: 161806-161833	\$ 21,975.17	Total:	\$ 3,110,498.76
EFT#: 22832-23045	\$ 1,644,437.69								
ACH#: 22990-23041	\$ 1,444,085.90								
Check#: 161806-161833	\$ 21,975.17								
Total:	\$ 3,110,498.76								
<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: \$3,110,498.76

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 22832 - 23045				
12/10/2023	22832(E)	ACCESS CORP - CC	PAPER SHREDDING	205.80
12/10/2023	22833(E)	Ace Waste-cc	NOVEMBER WASTE DISPOSAL SERVICES	525.36
12/10/2023	22833(E)	Ace Waste-cc	NOVEMBER WASTE DISPOSAL SERVICES	1,561.25
12/10/2023	22833(E)	Ace Waste-cc	NOVEMBER WASTE DISPOSAL SERVICES	1,561.25
12/10/2023	22833(E)	Ace Waste-cc	NOVEMBER WASTE DISPOSAL SERVICES	2,805.31
12/10/2023	22833(E)	Ace Waste-cc	DECEMBER WASTE DISPOSAL SERVICES	99.46
12/10/2023	22833(E)	Ace Waste-cc	NOVEMBER WASTE DISPOSAL SERVICES	771.47
				7,324.10
12/10/2023	22834(E)	ACTION PLASTIC SALES, INC - CC	BAGS FOR HYDRANTS	338.00
12/10/2023	22835(E)	ADAGIO'S PIZZA FACTORY - CC	COMMUNITY LUNCH SUPPLIES	56.91
12/10/2023	22835(E)	ADAGIO'S PIZZA FACTORY - CC	STAFF TRAINING MEAL	167.22
12/10/2023	22835(E)	ADAGIO'S PIZZA FACTORY - CC	TRAINING LUNCH	128.07
				352.20
12/10/2023	22836(E)	ADOBE-CC	ADOBE CREATIVE CLOUD	54.99
12/10/2023	22836(E)	ADOBE-CC	P&R ADOBE SUBSCRIPTION	54.99
				109.98
12/10/2023	22837(E)	ALL TRAFFIC SOLUTIONS, INC - CC	APP, TRAFFIC SUITE (12 MO) EQUIPT MGMT,PREMIERCARE, REPORTING,ALERTS	3,000.00
12/10/2023	22837(E)	ALL TRAFFIC SOLUTIONS, INC - CC	APP, TRAFFIC SUITE (12 MO) EQUIPT MGMT,PREMIERCARE, REPORTING,ALERTS	3,000.00
				6,000.00
12/10/2023	22838(E)	ALLINA HEALTH SYSTEM-cc	AED BATTERY	275.00
12/10/2023	22838(E)	ALLINA HEALTH SYSTEM-cc	4TH QUARTER EDUCATION BILLING OCT - DEC 2023	1,163.28
				1,438.28
12/10/2023	22839(E)	ALLSTREAM - CC	HOSTED PHONE SERVICE	2,999.94
12/10/2023	22840(E)	AMAZON ENVIRONMENTAL INC - CC	BATTERIES FOR DRILLS	139.99
12/10/2023	22841(E)	AMAZON WEB SERVICES - CC	AMAZON WEB SERVICES	3.68
12/10/2023	22842(E)	AMAZON.COM-cc	SANTA COP	6.56
12/10/2023	22842(E)	AMAZON.COM-cc	GIFTS FOR THE EMPLOYEE APPRECIATION BREAKFAST	83.60
12/10/2023	22842(E)	AMAZON.COM-cc	ANTACID, 2 TABLETS, 50 PACKS/BOX	338.57
12/10/2023	22842(E)	AMAZON.COM-cc	2023 AVERY NAME TAGS	29.25
12/10/2023	22842(E)	AMAZON.COM-cc	2023 NEWBORN POSING PILLOW FOR PASSPORT OFFICE	56.31
12/10/2023	22842(E)	AMAZON.COM-cc	FLAT WASHERS FOR STOCK	87.51
12/10/2023	22842(E)	AMAZON.COM-cc	STREETLIGHT BRACKET HARDWARE FOR BANNERS	851.20
12/10/2023	22842(E)	AMAZON.COM-cc	SANTA EVENT - CRAFTS	326.89
12/10/2023	22842(E)	AMAZON.COM-cc	ICE MARKERS FOR SKATING LESSONS	72.71
12/10/2023	22842(E)	AMAZON.COM-cc	SOCCER BAGS/FOLDERS	177.47

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Check Date	Check #	Payee	Description	Amount
12/10/2023	22842(E)	AMAZON.COM-cc	CREAMER FOR SENIOR ROOM	41.87
12/10/2023	22842(E)	AMAZON.COM-cc	GARBAGE BAGS	2.78
12/10/2023	22842(E)	AMAZON.COM-cc	EMERGENCY LIGHT BATTERY	238.16
12/10/2023	22842(E)	AMAZON.COM-cc	WATER FILTERS FOR FRIDGE AND DRINKING FOUNTAINS	230.25
12/10/2023	22842(E)	AMAZON.COM-cc	SUPPLIES FOR RESERVES	538.46
12/10/2023	22842(E)	AMAZON.COM-cc	5X HELMET LIGHTS, 4X ANGLE FLASHLIGHT FOR NEW FIREFIGHTERS	666.57
12/10/2023	22842(E)	AMAZON.COM-cc	SANTA COP FOR SUPPORT STAFF FAMILIES	330.69
12/10/2023	22842(E)	AMAZON.COM-cc	RACK SCREWS	504.40
				4,583.25
12/10/2023	22843(E)	AMAZON.COM-cc	PERSONAL ORDER	79.24
12/10/2023	22843(E)	AMAZON.COM-cc	CITY EMPLOYEE BREAKFAST SUPPLIES	84.09
12/10/2023	22843(E)	AMAZON.COM-cc	OFFICE SUPPLIES FOR CITY HALL	176.10
12/10/2023	22843(E)	AMAZON.COM-cc	TONER FOR LICENSE BUREAU PRINTER	477.89
12/10/2023	22843(E)	AMAZON.COM-cc	2023 REFUND FOR PASSPORT PROJECTOR SCREENS	(30.06)
12/10/2023	22843(E)	AMAZON.COM-cc	#1410 AXLE SEAL	386.94
12/10/2023	22843(E)	AMAZON.COM-cc	HAMMER DRILL	289.00
12/10/2023	22843(E)	AMAZON.COM-cc	OFFICE COAT RACK	29.38
12/10/2023	22843(E)	AMAZON.COM-cc	RETURN OF MOTION LIGHT SWITCH	(11.00)
12/10/2023	22843(E)	AMAZON.COM-cc	GOLF COURSE MATS	127.98
12/10/2023	22843(E)	AMAZON.COM-cc	NEW BULBS FOR APPARATUS BAY LIGHTS	129.60
12/10/2023	22843(E)	AMAZON.COM-cc	WELLNESS ROOM	265.84
12/10/2023	22843(E)	AMAZON.COM-cc	PACKING SEAL TOOL	208.34
				2,213.34
12/10/2023	22844(E)	AMERICAN TEST CENTER - CC	ANNUAL SAFETY INSPECTION FOR FIRE TRUCKS AND LADDERS	1,424.00
12/10/2023	22845(E)	Aramark-cc	UNIFORMS, MATS & SHOP TOWELS - 10/26/23	40.83
12/10/2023	22845(E)	Aramark-cc	COFFEE SUPPLIES	436.36
12/10/2023	22845(E)	Aramark-cc	UNIFORMS, MATS & SHOP TOWELS - 10/26/23	223.96
12/10/2023	22845(E)	Aramark-cc	UNIFORMS, MATS & SHOP TOWELS - 10/26/23	347.93
12/10/2023	22845(E)	Aramark-cc	COFFEE	1,046.96
				2,096.04
12/10/2023	22846(E)	ASE - CC	ASC TESTS - A1 ENGINE REPAIR AND A3 MANUAL DRIVE TRAIN & AXLES	140.00
12/10/2023	22847(E)	Aspen Mills-cc	MATT MOORE PSO PANTS AND BOOTS	216.95
12/10/2023	22847(E)	Aspen Mills-cc	UA VALSETZ ZIP BOOTS -OLSON	140.00
				356.95
12/10/2023	22848(E)	ASTLEFORD INTERNATIONAL-cc	#005 AIR DRYER & TIE ROD AND #1301 CORE RETURN	307.45
12/10/2023	22849(E)	ATLASSIAN - CC	HOSTED KNOWLEDGEBASE	10.00
12/10/2023	22850(E)	AX-MAN SURPLUS STORE-cc	WHEELS FOR SHREDDER	10.00
12/10/2023	22851(E)	BACKCOUNTRY.COM - CC	YOUTH SNOWSHOES	21.65
12/10/2023	22851(E)	BACKCOUNTRY.COM - CC	YOUTH SNOWSHOES	258.46

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Check Date	Check #	Payee	Description	Amount
				280.11
12/10/2023	22852(E)	BACKYARD SNOWSTORM - CC	SNOWMAKING EQUIPMENT	967.50
12/10/2023	22853(E)	BCA TRAINING EDUCATION-cc	PRE-PAID EXPENSE-WODNICK, TAYLOR MENTORING AND COACHING 101-7121-43370	275.00
12/10/2023	22853(E)	BCA TRAINING EDUCATION-cc	RIEDEL, BRIANNA DMT-G RECERTIFICATION	75.00
				350.00
12/10/2023	22854(E)	BEACH'S LONG LAKE SERVICE - CC	#2009 PROPANE	2.19
12/10/2023	22854(E)	BEACH'S LONG LAKE SERVICE - CC	#2009 PROPANE	26.16
				28.35
12/10/2023	22855(E)	BEISSWENGERS HARDWARE-cc	BUILDING SUPPLIES	1.39
12/10/2023	22855(E)	BEISSWENGERS HARDWARE-cc	SUPPLIES FOR RETAINING WALL REPAIR AT 17TH AVE & LLR	37.99
12/10/2023	22855(E)	BEISSWENGERS HARDWARE-cc	HOOKS FOR OFFICES	44.92
12/10/2023	22855(E)	BEISSWENGERS HARDWARE-cc	ANCHORS ADN FURNITURE PADS	50.54
12/10/2023	22855(E)	BEISSWENGERS HARDWARE-cc	GRILL FOR SHOP	945.97
12/10/2023	22855(E)	BEISSWENGERS HARDWARE-cc	BUILDING SUPPLIES	16.57
12/10/2023	22855(E)	BEISSWENGERS HARDWARE-cc	RESERVE SUPPLIES	227.74
12/10/2023	22855(E)	BEISSWENGERS HARDWARE-cc	WTP#1 TRASH BAGS	51.21
				1,376.33
12/10/2023	22856(E)	BEST BUY - CC	SECURITY TV/MONITOR	79.99
12/10/2023	22857(E)	BEST WESTERN HOTELS-cc	SONTERRE, AUSTIN HOTEL FOR TZD CONFERENCE	548.00
12/10/2023	22858(E)	BLUUM OF MINNESOTA - CC	BATTERY PACK FOR PSC TRAINING ROOM TABLET	166.00
12/10/2023	22859(E)	BOLTON & MENK, INC - CC	GARDEN VIEW CULVERTS	10,188.00
12/10/2023	22860(E)	BROWNELLS INC-cc	ROCKSETT FLEXBAR GUN GLUE -SYNIEWSKI	47.29
12/10/2023	22861(E)	CAP CARPET & FLOORING LLC - CC	TODDLER CARPETING & MAP	20,835.50
12/10/2023	22862(E)	CARIBOU COFFEE-cc	COMMUNITY LUNCH SUPPLIES	234.05
12/10/2023	22863(E)	CDW GOVERNMENT-cc	MONITORS AND KEYBOARDS AND MOUSES	825.06
12/10/2023	22864(E)	CENTRAL MCGOWAN - CC	WELDING SUPPLIES	165.24
12/10/2023	22865(E)	CENTURYLINK - CC	PHONE SERVICE	2,680.19
12/10/2023	22866(E)	CHUCK E CHEESE - CC	SANTA COP -SONTERRE VIPS	100.00

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Check Date	Check #	Payee	Description	Amount
12/10/2023	22867(E)	CINTAS - CC	CLEANING	703.30
12/10/2023	22867(E)	CINTAS - CC	NBCC MAT CLEANING	377.12
12/10/2023	22867(E)	CINTAS - CC	BRIGHTWOOD HILLS CLUBHOSE RESTROOM CLEANING	180.93
12/10/2023	22867(E)	CINTAS - CC	CLEANING SERVICES FOR TOWELS, ETC.	118.30
				1,379.65
12/10/2023	22868(E)	COMCAST CABLE-cc	NBCC FITNESS CENTER CABLE	130.69
12/10/2023	22868(E)	COMCAST CABLE-cc	CABLE SERVICE - BRIGHTWOOD HILLS	94.59
12/10/2023	22868(E)	COMCAST CABLE-cc	TV SERVICE FOR PSC	112.20
12/10/2023	22868(E)	COMCAST CABLE-cc	PHONE SERVICE	469.27
				806.75
12/10/2023	22869(E)	COMMERS CONDITIONED WATER-cc	SOFTENER SALT FOR NBCC	73.00
12/10/2023	22870(E)	COMPLETE COOLING SERVICES - CC	#1913 RECORE RADIATOR	688.42
12/10/2023	22871(E)	Continental Research Corporation-cc	SPRAY FOR INSIDE DUMP TRUCK BOXES AND PLOWS	647.00
12/10/2023	22872(E)	CORE & MAIN - CC	WATER METER FOR TOTEM POLE PARK	1,577.76
12/10/2023	22873(E)	COREMARK METALS - CC	METAL FOR FURNITURE & CREDIT FOR DOUBLE PAYMENT	63.22
12/10/2023	22873(E)	COREMARK METALS - CC	METAL FOR FURNITURE & CREDIT FOR DOUBLE PAYMENT	(33.14)
				30.08
12/10/2023	22874(E)	COSTCO WHOLESALE-CC	COMMUNITY LUNCH & SANTA EVENT SUPPLIES	22.82
12/10/2023	22874(E)	COSTCO WHOLESALE-CC	FOOD FOR PLOW MEETING BREAKFAST	194.91
12/10/2023	22874(E)	COSTCO WHOLESALE-CC	COMMUNITY LUNCH & SANTA EVENT SUPPLIES	145.59
12/10/2023	22874(E)	COSTCO WHOLESALE-CC	COMMUNITY LUNCH & SANTA EVENT SUPPLIES	13.79
12/10/2023	22874(E)	COSTCO WHOLESALE-CC	CAR 400 SNOWBRUSH	12.99
12/10/2023	22874(E)	COSTCO WHOLESALE-CC	SANTA COP FOR SUPPORT STAFF FAMILIES	677.64
				1,067.74
12/10/2023	22875(E)	CUB FOODS-cc	BOOK CLUB SUPPLIES	29.09
12/10/2023	22875(E)	CUB FOODS-cc	DONUTS FOR COFFEE WITH A COP	19.96
				49.05
12/10/2023	22876(E)	CUSTOM LANYARDS - CC	VIPS LANYARDS UNDER RESERVE BUDGET	47.10
12/10/2023	22877(E)	DALCO ENTERPRISES, INC-cc	CLEANING SUPPLIES FOR HECTOR	522.97
12/10/2023	22877(E)	DALCO ENTERPRISES, INC-cc	CAN LINERS AND WASTE BASKETS FOR MAINTENANCE BUILDING	170.06
				693.03
12/10/2023	22878(E)	DASH MEDICAL - CC	MEDICAL GRADE GLOVES	130.00
12/10/2023	22879(E)	DEPARTMENT OF LABOR AND INDUSTRY-cc	NOVEMBER 2023 SURCHARGE	849.08
12/10/2023	22879(E)	DEPARTMENT OF LABOR AND INDUSTRY-cc	NOVEMBER 2023 SURCHARGE	(25.00)

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
				824.08
12/10/2023	22880(E)	Dex Media-cc	PRINT AND DIGITAL CHARGES	118.00
12/10/2023	22881(E)	DOLLAR TREE-cc	SANTA COP WRAPPING MATERIALS AND BOXES	13.51
12/10/2023	22881(E)	DOLLAR TREE-cc	KITCHEN SUPPLIES	10.00
12/10/2023	22881(E)	DOLLAR TREE-cc	SANTA COP WRAPPING MATERIALS AND BOXES	151.25
				174.76
12/10/2023	22882(E)	ELECTRO WATCHMAN INC-cc	NBCC ALARM SYSTEM MONITORING SERVICES 101-6144-43510-23100	528.00
12/10/2023	22882(E)	ELECTRO WATCHMAN INC-cc	FIRE ALARM MONITORING SERVICE	255.00
12/10/2023	22882(E)	ELECTRO WATCHMAN INC-cc	FIRE SYSTEM MONITORING - PW MAINTENANCE BLDG 12/1/23 TO 2/29/24	540.00
				1,323.00
12/10/2023	22883(E)	EMERGENCY APPARATUS MAINTENANCE-CC	#1604 BALL CHECK VALVE	47.50
12/10/2023	22884(E)	ETSY.COM - CC	SCBA MASK COVERS	8.38
12/10/2023	22884(E)	ETSY.COM - CC	SCBA MASK COVERS	100.00
				108.38
12/10/2023	22885(E)	FIRSTNET / AT&T - CC	CELL SERVICE	6,332.72
12/10/2023	22886(E)	FleetPride-cc	HYDRAULIC FITTINGS FOR STOCK	1,311.66
12/10/2023	22887(E)	FRA-DOR BLACK DIRT & RECYC -CC	BLACK DIRT FOR WATER BREAK AT 1202 HIGHVIEW	84.26
12/10/2023	22888(E)	FULL SLATE - CC	2023 RENEWAL OF UNLIMITED APPTS FOR UP TO 5 STAFF 11/28-12/27	49.95
12/10/2023	22889(E)	GEAR WASH - CC	FIREFIGHTER GEAR INSPECTION AND REPAIRS	4,809.51
12/10/2023	22890(E)	GEPHART ELECTRIC - CC	EN ELECTRICAL REPAIR	279.44
12/10/2023	22891(E)	GFOA -CC	2024 ANNUAL MEMBERSHIP GINA *PREPAID EXPENSE 101-4113-43360*	225.00
12/10/2023	22892(E)	Goodin Company-cc	#1609 2.5" BLACK PIPE	285.17
12/10/2023	22893(E)	GOODWILL - CC	WELLNESS ROOM	2.99
12/10/2023	22894(E)	Grainger-cc	FILTER CARTRIDGES FOR WATER COOLER	229.95
12/10/2023	22894(E)	Grainger-cc	ELECTRIC TAPE FOR HYDRANTS	32.20
				262.15

VI_1 APPROVAL OF PAYMENTS

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Check Date	Check #	Payee	Description	Amount
12/10/2023	22895(E)	GRANICUS, INC - CC	OPEN PLATFORM SUITE - CITY MEETING AGENDA CREATION AND DISTRIBUTION	1,800.24
12/10/2023	22896(E)	HACH COMPANY-cc	CL-17 REAGENT CHEMICALS	766.00
12/10/2023	22897(E)	HARBOR FREIGHT TOOLS-cc	PROJECT 21-10 PW ADDITION & REMODEL, SHELVING RACKS FOR STORAGE AREA	13.80
12/10/2023	22897(E)	HARBOR FREIGHT TOOLS-cc	LASER LEVEL	134.98
12/10/2023	22897(E)	HARBOR FREIGHT TOOLS-cc	PROJECT 21-10 PW ADDITION & REMODEL, SHELVING RACKS FOR STORAGE AREA	34.99
				183.77
12/10/2023	22898(E)	HOLCIM - CC	CONCRETE FOR PW FLAG POLE, PS DOWN SPOUTS, AND CITY HALL	1,538.34
12/10/2023	22899(E)	HULU - CC	TV SERVICE FOR PSC	99.68
12/10/2023	22900(E)	IACP-cc	TREVOR HAMDORF MEMBERSHIP DUES IACP 101-7121-43360-	190.00
12/10/2023	22901(E)	IDEAL SERVICE, INC. - CC	VFD MAINTENANCE	440.00
12/10/2023	22902(E)	IDENTISYS INC.-cc	GS DESK PRINTER SUPPLIES	277.06
12/10/2023	22903(E)	IKEA - CC	WELLNESS ROOM	225.39
12/10/2023	22904(E)	INDUSTRIAL CHEM LABS - CC	ROOT BEGONE ROOT TREATMENT	301.48
12/10/2023	22905(E)	Innovative Office Solutions-cc	WALL CALENDAR FOR JACKIE ZILLMER	62.44
12/10/2023	22905(E)	Innovative Office Solutions-cc	OFFICE ITEMS	1,740.95
12/10/2023	22905(E)	Innovative Office Solutions-cc	BUILDING SUPPLIES	41.06
12/10/2023	22905(E)	Innovative Office Solutions-cc	BUILDING SUPPLIES	2,094.34
12/10/2023	22905(E)	Innovative Office Solutions-cc	PAPER, COFFEE SUPPLIES, AND MARKERS	393.67
				4,332.46
12/10/2023	22906(E)	JERSEY MIKE'S SUBS - CC	LUNCH FOR FAITH COMMUNITY PARTNERSHIP MEETING	216.51
12/10/2023	22907(E)	JVT DESIGN STUDIO - CC	CITY BANNER PROJECT	3,600.00
12/10/2023	22908(E)	KOHL'S - CC	SANTA COP 2023	3.90
12/10/2023	22908(E)	KOHL'S - CC	SANTA COP	2,205.92
				2,209.82
12/10/2023	22909(E)	Loffler Companies, Inc-cc	COPIER CHARGES	279.34
12/10/2023	22909(E)	Loffler Companies, Inc-cc	PRINTER USAGE	67.39

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
				346.73
12/10/2023	22910(E)	MacQueen Equipment-cc	#1703 TOW BAR & TOW BAR RETURN	583.17
12/10/2023	22911(E)	MACYS.COM - CC	RIDE ON CARS	16.28
12/10/2023	22911(E)	MACYS.COM - CC	RIDE ON CARS	194.40
12/10/2023	22911(E)	MACYS.COM - CC	SANTA COP	37.98
				248.66
12/10/2023	22912(E)	MARIE RIDGEWAY & ASSOC - CC	PUBLIC SAFETY MENTAL HEALTH THERAPY & RETAINER	2,860.00
12/10/2023	22913(E)	MC TOOL & SAFETY SALES - CC	GLOVES	71.76
12/10/2023	22914(E)	Menards-cc	BUILDING SUPPLIES	39.42
12/10/2023	22914(E)	Menards-cc	PROJECT 21-10 PW ADDITION & REMODEL, KITCHEN ITEMS AND TAKE FLAGS	303.81
12/10/2023	22914(E)	Menards-cc	#2018 U-BOLT	31.55
12/10/2023	22914(E)	Menards-cc	GARBAGE CANS	173.18
12/10/2023	22914(E)	Menards-cc	SPACKLE FOR WOODSHOP	242.43
12/10/2023	22914(E)	Menards-cc	EDUCATIONAL SUPPLIES ED-VENTURES	17.94
12/10/2023	22914(E)	Menards-cc	BUILDING SUPPLIES	43.36
12/10/2023	22914(E)	Menards-cc	PROJECT 21-10 PW ADDITION & REMODEL, KITCHEN ITEMS AND TAKE FLAGS	84.57
12/10/2023	22914(E)	Menards-cc	TOPS FOR SHELVES IN JESSE'S OFFICE	83.76
12/10/2023	22914(E)	Menards-cc	HEATERS FOR LIFT STATION	119.98
				1,140.00
12/10/2023	22915(E)	METROPOLITAN COUNCIL ENVIRO - CC	PARTIAL PAYMENT FOR DECEMBER WASTE WATER SERVICES	19,999.00
12/10/2023	22916(E)	METROPOLITAN COURIER CORP - CC	SERVICES FOR THE MONTH OF NOVEMBER	700.00
12/10/2023	22917(E)	MICROSOFT - CC	DCAD O365 ACCOUNT	0.58
12/10/2023	22917(E)	MICROSOFT - CC	DCAD O365 ACCOUNT	6.99
				7.57
12/10/2023	22918(E)	MIDWAY FORD - CC	#1907 BUMPER COVER	98.36
12/10/2023	22919(E)	MINNCOR - CC	2023 NOV TITLE STOCK 3 PACKAGES	105.00
12/10/2023	22920(E)	MINNEAPOLIS FINANCE DEPT - CC	WATER FIXED CHARGE - OCTOBER	4,954.40
12/10/2023	22921(E)	MINNEAPOLIS SAW INC-cc	POLE SAW AND CHAINS	786.94
12/10/2023	22922(E)	MINNESOTA CHIEFS OF POLICE-cc	MEMBERSHIP RENEWAL -VOTING- 16-50 OFFICERS101-7121-43360-	477.00
12/10/2023	22922(E)	MINNESOTA CHIEFS OF POLICE-cc	PAPER FOR PERMIT TO PURCHASE CARDS	77.00
				554.00

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
12/10/2023	22923(E)	MN AWWA - CC	PROFESSIONAL OPERATOR DEVELOPMENT TRAINING - E JOHNSON - 1/16/24 - 3/19/24 206-0000-43370	300.00
12/10/2023	22924(E)	MN DEPT OF LABOR & INDUSTRY-CC	PRESSURE VESSEL AT GARAGE - 700 5TH ST NW	10.00
12/10/2023	22924(E)	MN DEPT OF LABOR & INDUSTRY-CC	BOILER AND PRESSURE VESSEL CHECK	30.00
12/10/2023	22924(E)	MN DEPT OF LABOR & INDUSTRY-CC	PRESSURE VESSEL AT WELL #12 - 2400 MISSISSIPPI ST	60.00
				100.00
12/10/2023	22925(E)	MOUNDS VIEW PUBLIC SCHOOL-cc	VOLLEYBALL LEAGUE FACILITY FEE	223.12
12/10/2023	22925(E)	MOUNDS VIEW PUBLIC SCHOOL-cc	SWIM LESSON FACILITY FEE	1,454.37
12/10/2023	22925(E)	MOUNDS VIEW PUBLIC SCHOOL-cc	FALL GYMNASTICS INVOICE SATURDAYS	547.50
				2,224.99
12/10/2023	22926(E)	MRPA - CC	MASS MEMBERSHIP FOR JAMIE	40.00
12/10/2023	22927(E)	MTI-cc	#2012 SPINDLE	518.63
12/10/2023	22928(E)	NAPA AUTO PARTS - CC	#2306 OIL	107.96
12/10/2023	22929(E)	NATIONAL REGISTRY OF EMERGENCY - CC	EMT RECERTIFICATION	25.00
12/10/2023	22930(E)	NIHCA - CC	NIHCA MEMBERHSIP 101-6144-43300-23200	449.00
12/10/2023	22931(E)	NORDEAST COFFEE COMPANY, INC - CC	NBCC COFFEE SUPPLIES	406.05
12/10/2023	22932(E)	North American Safety -cc	REFLECTIVE VESTS	1,606.75
12/10/2023	22933(E)	NORTHERN TOOL EQUIPMENT-cc	TOOLS	284.93
12/10/2023	22933(E)	NORTHERN TOOL EQUIPMENT-cc	TOOLS FOR WOOD SHOP	83.93
				368.86
12/10/2023	22934(E)	OLD NAVY - CC	SANTA COP	150.34
12/10/2023	22935(E)	Orkin -cc	NOBEMBER 2023 PEST CONTROL	99.99
12/10/2023	22935(E)	Orkin -cc	NBCC PEST CONTROL	116.99
				216.98
12/10/2023	22936(E)	OXYGEN SERVICE COMPANY -cc	CUTTING TIPS AND CLEANERS	248.59
12/10/2023	22936(E)	OXYGEN SERVICE COMPANY -cc	OXYGEN TANKS	16.20
				264.79
12/10/2023	22937(E)	PAPA JOHN'S - CC	LUNCH MEETING LUNCH PROVIDED BY PARKS SUPERINTENDANT	136.51

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
12/10/2023	22938(E)	PERFORMANCE PLUS - CC	PREPLACEMENT MEDICAL EXAM HER, PYLYE	378.00
12/10/2023	22938(E)	PERFORMANCE PLUS - CC	PREPLACEMENT MEDICAL FOR LONGKNECKER, WIGDAHL, VO, COOK, WOLLA, LAMOTTE	2,951.00
				3,329.00
12/10/2023	22939(E)	PIONEER ATHLETICS - CC	TOPPER FOR BALLFIELD FENCE	0.00
12/10/2023	22939(E)	PIONEER ATHLETICS - CC	TOPPER FOR BALLFIELD FENCE	2,638.18
				2,638.18
12/10/2023	22940(E)	PIONEER PRESS-CC	TWIN CITIES PIONEER PRESS SUBSCRIPTION	227.04
12/10/2023	22940(E)	PIONEER PRESS-CC	PIONEER PRESS LEGALS	101.92
				328.96
12/10/2023	22941(E)	RAY O'HERRON - CC	SIMUNITION BOLT CONVERSION FOR M4/M16/AR15	0.00
12/10/2023	22941(E)	RAY O'HERRON - CC	SIMUNITION BOLT CONVERSION FOR M4/M16/AR15	606.99
				606.99
12/10/2023	22942(E)	REI-cc	ADULT SNOWSHOES	79.52
12/10/2023	22942(E)	REI-cc	ADULT SNOWSHOES	949.45
				1,028.97
12/10/2023	22943(E)	REPUBLIC SERVICES - CC	RECYCLING SERVICES 11/01/2023 - 11/30/2023	21,071.46
12/10/2023	22943(E)	REPUBLIC SERVICES - CC	DISPOSAL OF SPOIL PILES FROM SOUTH TOWER - OCTOBER	1,433.19
				22,504.65
12/10/2023	22944(E)	RJ THOMAS MFG - CC	PARK PICNIC BENCHES	7,749.00
12/10/2023	22945(E)	ROSENQUIST CONSTRUCTION INC - CC	ROOF LEAK REPAIR	375.00
12/10/2023	22946(E)	SAFEGUARD - CC	DEPOSIT BAGS NBCC	529.59
12/10/2023	22947(E)	SAVERS - CC	WELLNESS ROOM	0.21
12/10/2023	22947(E)	SAVERS - CC	WELLNESS ROOM	2.99
				3.20
12/10/2023	22948(E)	SHARROW LIFTING PRODUCTS-cc	#985 TWIN CLEVIS	53.82
12/10/2023	22949(E)	SITEONE LANDSCAPE SUPPLY - CC	GOLF COURSE - COURSE ITEMS	3,150.25
12/10/2023	22950(E)	SMARTDRAW - CC	SMARTDRAW SOFTWARE RENEWAL 101-6144-43360-	71.11
12/10/2023	22951(E)	SONICWALL - CC	SONICWALL SUPPORT RENEWAL	4,577.00
12/10/2023	22952(E)	SPEEDTECH LIGHTS - CC	#2308 MODULE FOR LIGHT BAR	35.00

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
12/10/2023	22953(E)	ST PAUL STAMP WORKS - CC	2021 CHANDER KRECH NOTARY STAMP	55.50
12/10/2023	22954(E)	STICKER MULE - CC	PROMOTIONAL STICKERS - BRAVE THE BRRR	1,155.50
12/10/2023	22955(E)	STRATUS BUILDING SOLUTIONS - CC	NBCC MONTHLY CLEANING	5,995.00
12/10/2023	22956(E)	STREICHER'S-cc	MATT FARMER VEST	1,820.93
12/10/2023	22956(E)	STREICHER'S-cc	RESERVE EQUIPMENT - 2 HANDCUFF KEYS AND 6 LEFT EAR COMMUNICATION INSERTS	741.52
12/10/2023	22956(E)	STREICHER'S-cc	POLICE NON-FLEET EMERGING LESS THAN LETHAL LAUNCHER 40MM SINGLE	4,140.00
				6,702.45
12/10/2023	22957(E)	SUMMIT FIRE PROTECTION-cc	ANNUAL FIRE EXTINGUISHER INSPECTION	112.00
12/10/2023	22957(E)	SUMMIT FIRE PROTECTION-cc	ANNUAL FIRE EXTINGUISHER INSPECTION - PW	767.00
12/10/2023	22957(E)	SUMMIT FIRE PROTECTION-cc	FIRE EXTINGUISHER INSPECTION	459.25
12/10/2023	22957(E)	SUMMIT FIRE PROTECTION-cc	RECHARGE FIRE EXTINGUISHERS	115.00
12/10/2023	22957(E)	SUMMIT FIRE PROTECTION-cc	ANNUAL FIRE EXTINGUISHER INSPECTION - WTP#1	576.75
				2,030.00
12/10/2023	22958(E)	TABLE COVERS - CC	TABLE CLOTHS WITH MARKETING LOGO	275.02
12/10/2023	22959(E)	TABLECLOTHSFACTORY.COM - CC	TABLECLOTHS FOR NBCC	24.25
12/10/2023	22959(E)	TABLECLOTHSFACTORY.COM - CC	TABLECLOTHS FOR NBCC	289.50
				313.75
12/10/2023	22960(E)	TAHO SPORTSWEAR - CC	STAFF UNIFORM	482.36
12/10/2023	22960(E)	TAHO SPORTSWEAR - CC	STAFF UNIFORM	550.84
				1,033.20
12/10/2023	22961(E)	TAPE PROVIDERS - CC	PAINTERS TAPE	91.79
12/10/2023	22962(E)	TARGET-cc	SANTA COP	29.32
12/10/2023	22962(E)	TARGET-cc	SANTA EVENT	31.88
12/10/2023	22962(E)	TARGET-cc	STAFF MEETING	7.58
12/10/2023	22962(E)	TARGET-cc	SANTA COP	6,599.15
12/10/2023	22962(E)	TARGET-cc	WELLNESS ROOM	59.96
				6,727.89
12/10/2023	22963(E)	Terminal Supply Co-cc	SHRINK TUBE FOR STOCK	220.48
12/10/2023	22964(E)	THE FIRE STORE.COM - CC	STRUCTURAL SHORT CUFF GLOVES FOR NEW FIREFIGHTERS	12.98
12/10/2023	22964(E)	THE FIRE STORE.COM - CC	STRUCTURAL SHORT CUFF GLOVES FOR NEW FIREFIGHTERS	188.83
				201.81
12/10/2023	22965(E)	THE HOME DEPOT-cc	WOOD AND SUPPLIES FOR OFFICE CABINETS	5.88
12/10/2023	22965(E)	THE HOME DEPOT-cc	SPRAYER	11.97

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
12/10/2023	22965(E)	THE HOME DEPOT-cc	SCREWS FOR TABLE TOPS	18.44
12/10/2023	22965(E)	THE HOME DEPOT-cc	ANCHORS	235.74
12/10/2023	22965(E)	THE HOME DEPOT-cc	WOOD AND SUPPLIES FOR OFFICE CABINETS	72.37
12/10/2023	22965(E)	THE HOME DEPOT-cc	PARTS FOR SNOWMAKER/NEW TOOLS FOR GOLF COURSE	99.00
12/10/2023	22965(E)	THE HOME DEPOT-cc	PAINT FOR SHELVES	12.96
12/10/2023	22965(E)	THE HOME DEPOT-cc	STRAW BLANKET FOR HANSEN POND BY THE BRIDGE	69.94
				526.30
12/10/2023	22966(E)	THE MPX GROUP - CC	DL FOR ALL POSTCARD MAILER- POSTAGE	778.45
12/10/2023	22967(E)	THE UPS STORE - CC	SHIPPING FOR RADIO REPAIR	14.50
12/10/2023	22968(E)	THOMSON REUTERS- WEST-CC	RECORDS/DATA SUBSCRIPTION?	369.59
12/10/2023	22969(E)	Titan Machinery-cc	#2309 WHEELS	1,205.00
12/10/2023	22970(E)	TRI-STATE BOBCAT - CC	#2012 FOLD ARM	2,165.88
12/10/2023	22971(E)	U-HAUL OF NEW BRIGHTON - CC	BOXES FOR SHIPPING	2.98
12/10/2023	22971(E)	U-HAUL OF NEW BRIGHTON - CC	BOXES FOR SHIPPING	35.65
				38.63
12/10/2023	22972(E)	UBER - CC	TRANSPORTATION - CLERKS MEETING	12.70
12/10/2023	22973(E)	ULINE-CC	CARTS FOR NBCC	64.30
12/10/2023	22973(E)	ULINE-CC	CARTS FOR NBCC	935.22
				999.52
12/10/2023	22974(E)	ULTA BEAUTY - CC	SANTA COP SUPPORT STAFF FAMILIES	8.06
12/10/2023	22974(E)	ULTA BEAUTY - CC	SANTA COP SUPPORT STAFF FAMILIES	106.27
				114.33
12/10/2023	22975(E)	USGA - CC	2024 ANNUAL DUES	150.00
12/10/2023	22976(E)	USPS-cc	#2308 SHIPPING FOR RETURN OF WRONG PART	8.25
12/10/2023	22977(E)	USTA NORTHERN - CC	USTA SUMMER PROGRAM INVOICE TENNIS IN YOUR PARK ADULT	820.20
12/10/2023	22978(E)	VEIMAN TREE SERVICE - CC	REMOVE ASH TREES - DNR GRANT	625.00
12/10/2023	22979(E)	VELOCITYEHS - CC	MSDS ONLINE HQ ACCOUNT - RENEWAL	3,899.00
12/10/2023	22980(E)	Verizon-cc	CELL SERVICE	4,037.90

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
12/10/2023	22981(E)	VIKING ELECTRIC-cc	NEW BULBS FOR APPARATUS BAY LIGHTS	51.69
12/10/2023	22982(E)	WAL-MART-cc	BASKETBALL HOOP	31.12
12/10/2023	22982(E)	WAL-MART-cc	BASKETBALL HOOP	11.00
12/10/2023	22982(E)	WAL-MART-cc	SANTA COP	1,138.99
				1,181.11
12/10/2023	22983(E)	WALMART.COM - CC	SANTIAGO FAMILY SANTA COP	15.64
12/10/2023	22983(E)	WALMART.COM - CC	SANTIAGO FAMILY SANTA COP	974.92
				990.56
12/10/2023	22984(E)	Warning Lites of Minnesota-cc	REPAIR KIT FOR SIGN	97.48
12/10/2023	22984(E)	Warning Lites of Minnesota-cc	BARRICADES, ROAD CLOSED SIGNS, PARADE BOARD FOR STOCKYARD DAYS	583.50
				680.98
12/10/2023	22985(E)	WHENTOWORK INC - CC	PT STAFF SCH. SOFTWARE	600.00
12/10/2023	22985(E)	WHENTOWORK INC - CC	PT STAFF SCH. SOFTWARE	600.00
				1,200.00
12/10/2023	22986(E)	WOMEN IN LEISURE SERVICES - CC	WILS HEADSHOT COFFEE HOUR	30.00
12/10/2023	22987(E)	YUKON CHARLIES - CC	YOUTH SNOWSHOES	36.59
12/10/2023	22987(E)	YUKON CHARLIES - CC	YOUTH SNOWSHOES	479.92
				516.51
12/10/2023	22988(E)	ZAHL PETROLEUM MAINTENANCE CO - CC	SERVICE UNLEADED PUMP	312.25
12/10/2023	22989(E)	ZORO TOOLS INC-cc	PLASTIC SPOONS FOR BREAK ROOM	3.00
12/10/2023	22989(E)	ZORO TOOLS INC-cc	PLASTIC SPOONS FOR BREAK ROOM	35.79
				38.79
12/31/2023	23020(E)	4M - BANK CHARGES - EFT	POSITIVE PAY CHARGES IN 4M DECEMBER	60.48
12/31/2023	23021(E)	PAYMENTECH - EFT	PAYMENTECH FEES DECEMBER 2023 INVOICE CLOUD	16.93
12/31/2023	23021(E)	PAYMENTECH - EFT	PAYMENTECH FEES DECEMBER 2023 INVOICE CLOUD	632.22
12/31/2023	23021(E)	PAYMENTECH - EFT	PAYMENTECH FEES DECEMBER 2023 INVOICE CLOUD	775.11
12/31/2023	23021(E)	PAYMENTECH - EFT	PAYMENTECH FEES DECEMBER 2023 INVOICE CLOUD	775.11
12/31/2023	23021(E)	PAYMENTECH - EFT	PAYMENTECH FEES DECEMBER 2023 INVOICE CLOUD	387.55
				2,586.92
01/02/2024	23022(E)	XCEL ENERGY	CITY HALL/PSB 11/13-12/16/23	2,090.33
01/02/2024	23022(E)	XCEL ENERGY	CITY HALL/PSB 11/13-12/16/23	1,117.23
01/02/2024	23022(E)	XCEL ENERGY	WELLS & LIFT STATIONS 11/14/23-12/15/23	3,048.65
01/02/2024	23022(E)	XCEL ENERGY	WELLS & LIFT STATIONS 11/14/23-12/15/23	704.33
01/02/2024	23022(E)	XCEL ENERGY	PARKS 11/14-12/17/23	1,370.93
01/02/2024	23022(E)	XCEL ENERGY	PARKS 11/14-12/17/23	446.11
01/02/2024	23022(E)	XCEL ENERGY	NBCC/BHGC 11/14-12/17/23	6,625.83

VI_1 APPROVAL OF PAYMENTS

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Check Date	Check #	Payee	Description	Amount
01/02/2024	23022(E)	XCEL ENERGY	NBCC/BHGC 11/14-12/17/23	4,368.17
01/02/2024	23022(E)	XCEL ENERGY	NBCC/BHGC 11/14-12/17/23	450.52
01/02/2024	23022(E)	XCEL ENERGY	NBCC/BHGC 11/14-12/17/23	232.15
01/02/2024	23022(E)	XCEL ENERGY	CITY HALL/PSB 11/13-12/16/23	3,488.08
01/02/2024	23022(E)	XCEL ENERGY	CITY HALL/PSB 11/13-12/16/23	3,426.31
01/02/2024	23022(E)	XCEL ENERGY	WELLS & LIFT STATIONS 11/14/23-12/15/23	35,080.75
01/02/2024	23022(E)	XCEL ENERGY	WELLS & LIFT STATIONS 11/14/23-12/15/23	5,179.63
01/02/2024	23022(E)	XCEL ENERGY	WELLS & LIFT STATIONS 11/14/23-12/15/23	1,214.18
01/02/2024	23022(E)	XCEL ENERGY	WELLS & LIFT STATIONS 11/14/23-12/15/23	680.24
01/02/2024	23022(E)	XCEL ENERGY	WELLS & LIFT STATIONS 11/14/23-12/15/23	686.74
01/02/2024	23022(E)	XCEL ENERGY	WELLS & LIFT STATIONS 11/14/23-12/15/23	23.97
01/02/2024	23022(E)	XCEL ENERGY	STREET LIGHTS 11/14-12/17/23	3,371.68
01/02/2024	23022(E)	XCEL ENERGY	STREET LIGHTS 11/14-12/17/23	15.59
				73,621.42
12/31/2023	23023(E)	MN DEPT OF TRANSPORTATION	ACH SWEEPS DECEMBER	10,136.34
12/31/2023	23023(E)	MN DEPT OF TRANSPORTATION	ACH SWEEPS DECEMBER	1,177,281.82
12/31/2023	23023(E)	MN DEPT OF TRANSPORTATION	ACH SWEEPS DECEMBER	50.00
				1,187,468.16
01/02/2024	23042(E)	EBSO	SOURCEWELL HEALTH INSURANCE FOR JANUARY	114,603.00
01/02/2024	23042(E)	EBSO	SOURCEWELL HEALTH INSURANCE FOR JANUARY	2,175.70
01/02/2024	23042(E)	EBSO	SOURCEWELL HEALTH INSURANCE FOR JANUARY	3,516.97
				120,295.67
01/02/2024	23043(E)	GLOBAL PAYMENTS, INC	NBCC DECEMBER 2023 CC FEES	3,187.99
01/02/2024	23043(E)	GLOBAL PAYMENTS, INC	NBCC DECEMBER 2023 CC FEES	4,781.98
01/02/2024	23043(E)	GLOBAL PAYMENTS, INC	GOLF DECEMBER 2023 CC FEES	23.57
				7,993.54
01/08/2024	23044(E)	INVOICE CLOUD INC.	INVOICE CLOUD FEES 12/01/23-12/31/23	5.65
01/08/2024	23044(E)	INVOICE CLOUD INC.	INVOICE CLOUD FEES 12/01/23-12/31/23	126.80
01/08/2024	23044(E)	INVOICE CLOUD INC.	INVOICE CLOUD FEES 12/01/23-12/31/23	561.84
01/08/2024	23044(E)	INVOICE CLOUD INC.	INVOICE CLOUD FEES 12/01/23-12/31/23	561.84
01/08/2024	23044(E)	INVOICE CLOUD INC.	INVOICE CLOUD FEES 12/01/23-12/31/23	280.92
				1,537.05
01/11/2024	23045(E)	XCEL ENERGY	STREETLIGHTS 12/03/23-01/02/24	10,419.24
		TOTAL - ALL FUNDS	TOTAL OF 166 CHECKS	1,644,437.69
CHECK NUMBER 22990 - 23041				
01/05/2024	22990(A)	ANCHOR SOLAR INVESTMENTS, LLC	SOLAR POWER PAYMENT - JANUARY	388.69
01/05/2024	22990(A)	ANCHOR SOLAR INVESTMENTS, LLC	SOLAR POWER PAYMENT - JANUARY	1,988.94
01/05/2024	22990(A)	ANCHOR SOLAR INVESTMENTS, LLC	SOLAR POWER PAYMENT - JANUARY	323.80
01/05/2024	22990(A)	ANCHOR SOLAR INVESTMENTS, LLC	SOLAR POWER PAYMENT - JANUARY	1,394.60
				4,096.03
01/05/2024	22991(A)	BERGERSON-CASWELL, INC.	WELL #6 PREVENTATIVE MAINTENANCE 2023, RECONDITIONING	68,050.00
01/05/2024	22992(A)	BONA COMPANIES, INC	#2002 BODY SHOP REPAIRS, CLAIM #CA310658	4,285.14
01/05/2024	22992(A)	BONA COMPANIES, INC	#1305 BODY SHOP REPAIRS	2,012.69

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
				6,297.83
01/05/2024	22993(A)	CENTRALSQUARE TECHNOLOGIES, LLC	DEMS TECHNICAL SUPPORT AND MANAGEMENT SERVICES	5,850.00
01/05/2024	22993(A)	CENTRALSQUARE TECHNOLOGIES, LLC	2024 ANNUAL MAINTENANCE AND TESTING	32,633.10
				38,483.10
01/05/2024	22994(A)	CHESS, INC	MAINTENANCE SAFETY PLAN - DECEMBER 2023	1,925.00
01/05/2024	22995(A)	CIVICPLUS, LLC	HOSTING AND SECURITY ETC ANNUAL FEE	15,280.28
01/05/2024	22996(A)	COREMARK METALS	GRINDER - CREDIT AND EXCHANGE	195.02
01/05/2024	22996(A)	COREMARK METALS	MAG DRILL, STEEL, AND BANDSAW BLADES	935.34
				1,130.36
01/05/2024	22997(A)	ELECTRO WATCHMAN INC	PROJECT 21-10 PW ADDITION & REMODEL, INSTALL MAIN ENTRY INTERCOM SYSTEM	3,403.99
01/05/2024	22998(A)	FISH GEEKS LLC	AQUARIUM MAINTENANCE - 12/15/2023	150.00
01/05/2024	22999(A)	GOPHER STATE ONE-CALL	LOCATE TICKETS - DECEMBER 97	42.75
01/05/2024	22999(A)	GOPHER STATE ONE-CALL	LOCATE TICKETS - DECEMBER 97	42.75
01/05/2024	22999(A)	GOPHER STATE ONE-CALL	LOCATE TICKETS - DECEMBER 97	42.75
				128.25
01/05/2024	23000(A)	GRAYBAR ELECTRIC CO	NEW BRIGHTON LIGHTING	222,300.00
01/05/2024	23001(A)	HOSE PROS LLC	HOSE FOR FLAMMABLE WASTE TRAP	278.34
01/05/2024	23002(A)	KILLMER ELECTRIC CO, INC	EAGLES NEST ELECTRICAL REPAIR - MERRY GO ROUND	438.69
01/05/2024	23002(A)	KILLMER ELECTRIC CO, INC	REPLACE FIXTURES AT BRIGHTWOOD HILLS	1,269.34
				1,708.03
01/05/2024	23003(A)	KIMLEY-HORN & ASSOCIATES, INC	PROJECT 21-09 OLD HWY 8 3 LANE CONVERSION	18,078.75
01/05/2024	23004(A)	KRAUS-ANDERSON CONSTRUCTION COMPANY	TOTEM POLE PARK REDEVELOPMENT - 12.19.23	705,719.96
01/05/2024	23005(A)	L.E.L.S	POLICE/SERG UNION DUES FOR JANUARY	1,833.00
01/05/2024	23006(A)	LOFFLER COMPANIES, INC	MISC MAT & SUP	107.42
01/05/2024	23007(A)	MADISON NATIONAL LIFE INSUR. CO,INC	LIFE INSURANCE JANUARY	1,034.16
01/05/2024	23007(A)	MADISON NATIONAL LIFE INSUR. CO,INC	LTD FOR JANUARY	2,066.48
01/05/2024	23007(A)	MADISON NATIONAL LIFE INSUR. CO,INC	LIFE INSURANCE JANUARY	138.62
				3,239.26

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
01/05/2024	23008(A)	METROPOLITAN COUNCIL	JANUARY WASTE WATER SERVICES	164,614.11
01/05/2024	23009(A)	MN TEAMSTERS #320	MAINTENANCE DUES JANUARY	1,592.00
01/05/2024	23010(A)	NCPERS GROUP LIFE INS	PERA LIFE INS FOR JANUARY	240.00
01/05/2024	23011(A)	OGDEN NEWSPAPER OF MINNESOTA	P&R WINTER ACTIVITY GUIDE	5,704.68
01/05/2024	23012(A)	SERVPRO OF NORTHEAST MINNEAPOLIS	CLEAN UP ASSISTANCE AT 953 22ND AVE NW	5,000.00
01/05/2024	23013(A)	SONTERRE, AUSTIN	REIMBURSEMENT FOR MEALS AT TZD CONFERENCE ROCHESTER	73.65
01/05/2024	23014(A)	SPRINGER, GEORGE	INTERNET REIMBURSEMENT 12/9/23 - 1/8/24	92.26
01/05/2024	23015(A)	STREET FLEET	2023 LB COURIER STREET FLEET SECOND HALF OF DECEMBER 2023 LB REPORT COURIER	46.22
01/05/2024	23016(A)	TOKLE INSPECTIONS INC	DECEMBER 2023 ELECTRICAL INSPECTIONS	3,227.78
01/05/2024	23017(A)	UNITED RENTALS (NORTH AMERICA), INC	FORKLIFT RENTAL 12/11/23 - 12/18/23	1,120.80
01/05/2024	23018(A)	WONG, CHOY	CHOY WONG EXPSENSE STATEMENT - MILAGE	9.17
01/05/2024	23019(A)	WSB & ASSOCIATES INC	HANSEN PARK EAST REDEVELOPMENT NOVEMBER1-30, 2023	15,550.50
01/05/2024	23019(A)	WSB & ASSOCIATES INC	LIONS PARK SPALSH PAD DESIGN NOVEMBER1-30, 2023	869.25
01/05/2024	23019(A)	WSB & ASSOCIATES INC	SILVER OAKS FINAL DESIGN NOVEWMBER 1-30, 2023	4,259.75
01/05/2024	23019(A)	WSB & ASSOCIATES INC	TOTEM POLE PARK FINAL DESIGN NOVEMBER 1-30, 2023	2,687.25
01/05/2024	23019(A)	WSB & ASSOCIATES INC	HANSEN WEST PROFESSIONAL SERVICES NOVEMBER1-30, 2023	3,066.00
				26,432.75
01/12/2024	23024(A)	ANCOM COMMUNICATIONS, INC	FIRE PAGERS -NON FLEET BUDGET	6,557.80
01/12/2024	23025(A)	BAKER TILLY MUNICIPAL ADVISORS, LLC	2023 CONTINUING DISCLOSURE SERVICES & ANNUAL REPORT	513.00
01/12/2024	23025(A)	BAKER TILLY MUNICIPAL ADVISORS, LLC	2023 CONTINUING DISCLOSURE SERVICES & ANNUAL REPORT	513.00
01/12/2024	23025(A)	BAKER TILLY MUNICIPAL ADVISORS, LLC	2023 CONTINUING DISCLOSURE SERVICES & ANNUAL REPORT	513.00
01/12/2024	23025(A)	BAKER TILLY MUNICIPAL ADVISORS, LLC	2023 CONTINUING DISCLOSURE SERVICES & ANNUAL REPORT	513.00
01/12/2024	23025(A)	BAKER TILLY MUNICIPAL ADVISORS, LLC	2023 CONTINUING DISCLOSURE SERVICES & ANNUAL REPORT	513.00
				2,565.00
01/12/2024	23026(A)	CENTER FOR VALUES-BASED INITIATIVES	PUBLIC SAFETY STAFFING STUDY MILESTONE 2	15,000.00
01/12/2024	23027(A)	COMMERCIAL RECREATION SPECIALISTS	EAGLES NEST PLAYGROUND EQUIPMENT	13,256.00

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
01/12/2024	23028(A)	COVERALL OF THE TWIN CITIES	CLEANING	2,106.00
01/12/2024	23028(A)	COVERALL OF THE TWIN CITIES	CLEANING SERVICES FOR BUILDING - JANUARY 2024	2,816.00
				4,922.00
01/12/2024	23029(A)	CRAIG RAPP, LLC	COMPASS PEER GRP - ANNUAL RETREAT FOR DEVIN MASSOPUST AND TONY PAETZNICK	1,900.00
01/12/2024	23030(A)	EGAN COMPANY	SERVICE/FIX VAV 1-42 MALFUCTION	880.00
01/12/2024	23031(A)	FREDRIKSON & BYRON	FOR PROFESSIONAL SERVICES FROM 11/1/23 THROUGH 11/30/23	32,456.00
01/12/2024	23032(A)	GECK, DUEA & OLSON, PLLC	MONTHLY CONTRACT RATE - PROSECUTION CONTRACT	7,085.00
01/12/2024	23033(A)	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	969.90
01/12/2024	23034(A)	LOFFLER COMPANIES, INC	MISC MAT & SUPP	309.15
01/12/2024	23035(A)	MARCO TECHNOLOGIES, LLC	SHRED BINS	52.50
01/12/2024	23036(A)	MINNESOTA PLAYGROUND	HANSEN WEST EQUIPMENT	34,637.00
01/12/2024	23037(A)	MINUTE MAKER SECRETARIAL	PLANNING COMMISSION MEETING MINUTES	918.00
01/12/2024	23038(A)	MN REC & PARK ASSOCIATION	ANNUAL MEMBERSHIP	2,455.00
01/12/2024	23039(A)	NORTH SUBURBAN ACCESS CORPORATION	2023-DEC MONTHLY MUNICIPAL MEETING AV SERVICES CITY OF NEW BRIGHTON	1,215.24
01/12/2024	23040(A)	RAMSEY COUNTY EMCORP	911 DISPATCH SERVICES - DECEMBER 2023	13,815.97
01/12/2024	23041(A)	SHI INTERNATIONAL CORP	ADOBE ACROBAT AND CREATIVE LICENSES FOR 2024	4,728.32
		TOTAL - ALL FUNDS	TOTAL OF 48 CHECKS	1,444,085.90
CHECK NUMBER 161806 - 161833				
01/04/2024	161806	ANTELL, LEROY AND SUSAN	UB refund for account: 102384	4.78
01/04/2024	161806	ANTELL, LEROY AND SUSAN	UB refund for account: 102384	15.47
01/04/2024	161806	ANTELL, LEROY AND SUSAN	UB refund for account: 102384	10.26
01/04/2024	161806	ANTELL, LEROY AND SUSAN	UB refund for account: 102384	5.75
				36.26
01/04/2024	161807	BRATT TREE CO.	ASH TREE REMOVAL 1891 STINSON BLVD (DNR GRANT)	1,200.00

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
01/04/2024	161808	DALRYMPLE, COLLEEN	GET READY GOLD REFUND	19.80
01/04/2024	161809	JOSEPHS, MIRANDA	MIRANDA JOSEPHS EAGLES NEST REFUND \$162.56	162.56
01/04/2024	161810	METRO WATERSHED PARTNERS	2024 MEMBERSHIP MN AND ADOPT-A-DRAIN	1,500.00
01/04/2024	161811	MN STATE FIRE DEPT ASSOC	2024 MSFDA MEMBERSHIP DUES	450.00
01/04/2024	161812	OSTROM, KRISTINA	SAFETY CAMP REFUND	40.00
01/04/2024	161813	REIFF, MARK	REFUND FOR OVERPAYMENT	98.75
01/04/2024	161814	ROBACK, THOMAS JAMES II	UB refund for account: 203299	3.98
01/04/2024	161814	ROBACK, THOMAS JAMES II	UB refund for account: 203299	12.85
01/04/2024	161814	ROBACK, THOMAS JAMES II	UB refund for account: 203299	17.99
01/04/2024	161814	ROBACK, THOMAS JAMES II	UB refund for account: 203299	8.35
01/04/2024	161814	ROBACK, THOMAS JAMES II	UB refund for account: 203299	4.91

				48.08
01/04/2024	161815	SAINT CROIX COFFEE & TEA COMPANY	COFFEE AND REPLACEMENT AIR POT	170.40
01/04/2024	161816	SHAMP, CHRISTINE	SAFETY CAMP REFUND	40.00
01/04/2024	161817	ST PAUL, CITY OF	ASPHALT MIX - NOVEMBER	918.53
01/04/2024	161818	THILL, KATHY	SAFETY CAMP REFUND	40.00

01/04/2024	161819	WENDY, MARTY	REFUND FOR OVERPAYMENT	4.00
01/11/2024	161820	AARP	AARP SAFE DRIVER JANUARY CLASS	275.00

01/11/2024	161821	BOURASSA, TRISHA	TRISHA BOURASSA FREEDOM NC SECURITY DEPOSIT REFUND \$200	200.00
01/11/2024	161822	CITY OF EDEN PRAIRIE	ANNUAL FENCING CONSORTIUM FEE	8,392.00
01/11/2024	161823	CITY OF FALCON HEIGHTS	REFUND FOR OVERPAYMENT	7.00

01/11/2024	161824	DORJEE, TASHI	TASHI DORJEE BRIGHTWOOD HILLS CLUBHOUSE REFUND \$1304.44	1,304.44
01/11/2024	161825	DUSTY'S DRAIN CLEANING	JETTED FLOOR DRAIN IN PARKING GARAGE	1,275.00

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
01/11/2024	161826	INFOSEND, INC	DEC 2023 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 01.04.24	298.32
01/11/2024	161826	INFOSEND, INC	DEC 2023 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 01.04.24	167.82
01/11/2024	161826	INFOSEND, INC	DEC 2023 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 01.04.24	298.32
01/11/2024	161826	INFOSEND, INC	DEC 2023 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 01.04.24	167.82
01/11/2024	161826	INFOSEND, INC	DEC 2023 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 01.04.24	149.16
01/11/2024	161826	INFOSEND, INC	DEC 2023 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 01.04.24	83.91
				1,165.35
01/11/2024	161827	LEAGUE OF MINNESOTA CITIES	2024 ONLINE PATROL SUBSCRIPTION FOR POLICE TRAINING - \$90.00 X 32 OFFICERS	2,880.00
01/11/2024	161828	LEAGUE OF MINNESOTA CITIES	CEO/MANAGER/ADMINISTRATOR 2024 MCMA WINTER WORKSOP	125.00
01/11/2024	161829	LI, NA	REFUND LICENSE FEES - APPLICATION WITHDRAWN - LICENSE NOT ISSUED	215.00
01/11/2024	161830	PRECISION LANDSCAPE AND TREE INC.	790 COUNTY ROAD D W HACKBERRY	250.00
01/11/2024	161831	ROADKILL ANIMAL CONTROL	DEER REMOVAL - 1501 21ST ST NW, 2947 12TH ST NW	288.00
01/11/2024	161832	ST PAUL, CITY OF	J THOMAS, M FARMER - REG FEES FOR ST PAUL PDI K9 CASE LAW COURSE 12-5-2023	600.00
01/11/2024	161833	ST PAUL, CITY OF	NOVEMBER 2023 RADIO SHOP MAINTENANCE - WO 711275	270.00
		TOTAL - ALL FUNDS	TOTAL OF 28 CHECKS	21,975.17
		TOTAL PAYMENTS		3,110,498.76



Council Worksession

January 9, 2024

5:00 pm

Present: Mayor Kari Niedfeldt-Thomas
Councilmember Graeme Allen (attending remotely pursuant to MN Statute 13D.02 Subd. 1)
Councilmember Pam Axberg
Councilmember Emily Dunsworth

Absent: Councilmember Abdullahi Abdulle

Staff in Attendance: Devin Massopust

Guests in Attendance: Barbara Strandell, Facilitator

The Council met in closed session pursuant to Minnesota Statutes Section 13D.05, subdivision 3 (a) to conduct a performance review of the City Manager, an individual who is subject to the City Council's authority.

The Closed Worksession adjourned at 6:20 pm

Respectfully submitted,

Terri Spangrud
City Clerk



COUNCIL PROCEEDINGS THE CITY OF NEW BRIGHTON

Pursuant to notice thereof, a regular meeting of the New Brighton City Council was held Tuesday, January 9, 2024 at 6:30 pm in the New Brighton Council Chambers.

Present: Mayor Niedfeldt-Thomas, Councilmembers Allen (attending remotely pursuant to MN Statute 13D.02 Subd. 1), Axberg and Dunsworth

Absent: Councilmember Abdulle

Also Present: Devin Massopust-City Manager, Sarah Sonsalla-City Attorney (attending remotely), Gina Foschi-Finance Director, Craig Schlichting-Director of Community Assets and Development, Jennfier Fink-Parks and Recreation 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 January 9, 2024 Council Agenda.

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

A roll call vote was taken.

4 Ayes, 0 Nays-Motion Carried

Special Order of Business

None.

Consent Agenda

1. Consider Approval of Payments.
2. Approve City Council Minutes:
 - a. December 7, 2023 City Council Meeting Minutes.

Call to Order

Pledge of Allegiance

Public Comment Forum

Approval of Agenda

Approval of the January 9, 2024 Agenda.

Special Order of Business

Consent Agenda

1. Consider Approval of Payments.
2. Approve City Council Minutes:
 - a. December 7, 2023.
3. Accept Receipt of Commission Minutes:
 - a. October 9, 2023 Public Safety Comm.

3. Accept Receipt of Commission Minutes:

- a. October 9, 2023 Public Safety Commission Meeting Minutes.
 - b. November 13, 2023 Public Safety Commission Meeting Minutes.
 - b. November 16, 2023 Equity Commission Minutes.
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. Consider 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.

b. November 13, 2023 Public Safety Comm.
c. November 16, 2023 Equity Commission.

4. Res. Designating Institutions as Depositories of City Funds for Investment Purposes and Naming Primary Depository for 2024.

5. Res. 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. Res. Approving Ramsey Co. Master Agr. for Maintenance of Traffic Control Signal Systems.

8. Res. Designating the Legal Newspaper for 2024.

9. Res. Appointing Individuals as Liaisons to Public Agencies.

10. Res. Supporting Rice Creek Watershed Districts Bonding Request for Jones Lake Improvements.

11. Consider Annual Agr. with NYFS.

12. Consider Authorizing Electrical Repairs with Master Electric.

13. Consider Purchase of Fire Hydrants and Gate Valves for City Project 24-1.

14. Resolution Accepting Just Deeds Yard Sign Donations Received in 2023.

15. Res. 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

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

A roll call vote was taken.

4 Ayes, 0 Nays - Motion Carried

Public Hearing

1. Lots on Leona Subdivision
 - a. Consider a resolution conditionally approving the vacation of an unutilized roadway easement impacting the property at 2310 Leona Drive

City Manager Massopust indicated Assistant Director of Community Assets and Development Gozola would be presenting this item to the Council.

Assistant Director of Community Assets and Development Gozola stated 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). 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). Staff commented further on the request and asked that the Council hold a public hearing and adopt a Resolution approving the vacation of the roadway easement.

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

A roll call vote was taken.

4 Ayes, 0 Nays - Motion Carried

The Public Hearing was opened at 6:47 p.m.

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

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

A roll call vote was taken.

4 Ayes, 0 Nays - Motion Carried

The Public Hearing was closed at 6:48 p.m.

Motion by Councilmember Axberg, seconded by Councilmember Dunsworth to approve a Resolution conditionally vacating an unused roadway easement impacting the property at 2310 Leona Drive.

A roll call vote was taken.

4 Ayes, 0 Nays-Motion Carried

- b. Consideration of a resolution approving a preliminary and final plat named Lots on Leona

Assistant Director of Community Assets and Development Gozola stated Nick Anderson is seeking

19. Consider Temp. Liquor License for St. John's Wine to Wishes Event.

Public Hearing

1. Lots on Leona Subdivision
 - a. Consider 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

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. He commented further on the request and reported both the Planning Commission and staff recommend approval of the preliminary and final plat for the Lots on Leona.

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

A roll call vote was taken.

4 Ayes, 0 Nays - Motion Carried

The Public Hearing was opened at 6:49 p.m.

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

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

A roll call vote was taken.

4 Ayes, 0 Nays - Motion Carried

The Public Hearing was closed at 6:50 p.m.

Motion by Councilmember Dunsworth, seconded by Councilmember Axberg to approve the preliminary and final plat named Lots on Leona.

A roll call vote was taken.

4 Ayes, 0 Nays-Motion Carried

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

Jenni Faulkner, Bolton & Menk, stated in 2023, the city embarked on a significant review of parking standards in the community. She explained 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. She commented further on the final ordinance noting the right sizing parking recommendations and reported the Planning Commission and staff are recommending adoption at this time.

Mayor Niedfeldt-Thomas thanked Ms. Faulkner for all of her efforts on the parking ordinance. She asked if other parts of code needed approval where changes were made. Ms. Faulkner explained was included in the ordinance and would require approval.

Mayor Niedfeldt-Thomas questioned if the outdated terms within this ordinance should be

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

updated. Assistant Director of Community Assets and Development Gozola explained these outdated terms would be updated when the City moves to the brand new code, which would occur later this year.

Mayor Niedfeldt-Thomas inquired why racquet sports were defined within this portion of code. Assistant Director of Community Assets and Development Gozola reported this was another old portion of code that would be updated within the new zoning code.

Councilmember Axberg asked what the best thing was about the new parking ordinance. Ms. Faulkner stated she believed this to be the flexibility that was written into the new code.

Councilmember Axberg questioned if there were any issues that should have been further considered. Ms. Faulkner reported on street parking was an issue that may need to be revisited by the City.

Mayor Niedfeldt-Thomas requested the City's logo be added to both the front and back of the flyer. Ms. Faulkner stated she could complete this task.

Motion by Councilmember Dunsworth, seconded by Councilmember Allen to adopt Ordinance 909 as presented.

A roll call vote was taken.

4 Ayes, 0 Nays-Motion Carried

Motion by Councilmember Axberg, seconded by Councilmember Dunsworth to adopt a Resolution authorizing summary publication of Ordinance 909.

A roll call vote was taken.

4 Ayes, 0 Nays-Motion Carried

2. Consider Approval of Climate Action Plan.

2. Consider Approval of Climate Action Plan.

City Manager Massopust indicated Community Assets and Development Director Schlichting and Parks and Recreation Director Fink would be presenting this item to the Council.

Community Assets and Development Director Schlichting stated 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 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. Staff commented on the process that was followed to create the CAP in further detail and recommended approval of this plan.

Mayor Niedfeldt-Thomas stated she appreciated the community engagement that was conducted as part of this plan. She also thanked staff for their efforts on this plan.

Councilmember Axberg thanked staff for their efforts as well.

Councilmember Allen stated she was appreciative of the process that was followed for the CAP and was pleased with the amount of community members and partners that were involved. He believed this plan would provide the City with a great roadmap for moving forward.

Mayor Niedfeldt-Thomas commended staff on their efforts on the implementation matrix. She asked what feedback staff received from the joint commission meeting regarding the CAP. Parks and Recreation Director

Fink reported overall the feedback was positive. She noted there were some questions about who would be taking the lead and who would be doing the work.

Mayor Niedfeldt-Thomas questioned if there were other opportunities to promote and share this plan with the public. Parks and Recreation Director Fink explained staff would be putting out a press release in the coming weeks along with social media posts in order to encourage the public to participate in the plan. She anticipated future newsletter articles would be written as well to inform the public on climate action activities.

Mayor Niedfeldt-Thomas requested the CAP have the City Councilmembers names written within the document in order to make the public aware this was a City Council initiative and not a staff initiative. She encouraged staff to continue to pursue grant opportunities and to use a grant writer when necessary.

Motion by Councilmember Dunsworth, seconded by Councilmember Allen to approve the Climate Action Plan and direct staff to form Climate Action Team and to add CAP/PIE information to City webpage.

A roll call vote was taken.

4 Ayes, 0 Nays-Motion Carried

3. Consider Approval of Living Streets Plan.

3. Consider Approval of Living Streets Plan.

City Manager Massopust indicated Community Assets and Development Director Schlichting would be presenting this item to the Council.

Community Assets and Development Director Schlichting stated in January 2023 City Council and staff identified and committed to five strategic priorities. This included 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 were to develop a Living Streets Plan/Policy and to complete annual street projects. He noted the draft Living Streets Plan was presented to the Council, Public Safety Commission and PREC and was being recommended for approval.

Mayor Niedfeldt-Thomas stated she appreciated the fact the City now had a plan for its streets within a single document, all in one place.

Councilmember Axberg asked if the City has seen any results or had any positive data from reducing the residential speed limit to 25 miles per hour. Community Assets and Development Director Schlichting stated he did not have data on the number of accidents from year to year. He reported he has received complaints on Long Lake Road and Old Highway 8. He explained when the City reduced the speed limit to 25 miles per hour this was done based on the fact this was the speed the majority of drivers were driving. He stated he could look to collect more data.

Mayor Niedfeldt-Thomas questioned if the painted bike lanes could be accelerated, versus starting in 2030. Community Assets and Development Director Schlichting commented the way the dates play out fall in line with dates when those streets would be reconstructed or rehabbed. However, he noted that staff could look at expediting some of these plans.

Mayor Niedfeldt-Thomas asked what roadway width was the standard for the City. Community Assets and Development Director Schlichting explained 11 feet tends to be what the City gravitates to. He noted 11 feet was not allowed for MSA roadways.

Councilmember Allen thanked staff for all of their efforts on the Living Streets Plan. He appreciated how this plan created more connection within the City while also planning for different modes of transportation.

Motion by Councilmember Dunsworth, seconded by Councilmember Allen to approve the Living Streets Plan.

A roll call vote was taken.

4 Ayes, 0 Nays-Motion Carried**4. Consider Purchase Agreement for Parcel A of 375 5th Avenue SW.**

City Manager Massopust indicated Community Assets and Development Director Schlichting would be presenting this item to the Council.

Community Assets and Development Director Schlichting stated the City worked with the landowner on a purchase agreement for 375 5th Avenue. The City Attorney and a 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. It was noted 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. 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 the property at 375 5th Avenue SW to be \$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 is 0.82 acres which the owner would like to keep. With this breakdown, the value of Parcel A is \$194,200. 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 issues 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.

Motion by Councilmember Axberg, seconded by Councilmember Dunsworth to authorize the Mayor and City Manager to sign Purchase Agreement for Parcel A at 375 5th Avenue SW.

A roll call vote was taken.

4 Ayes, 0 Nays-Motion Carried**Commission Liaison Reports, Announcements and Updates****Devin Massopust**

City Manager Massopust encouraged the public to participate in Brave the Brrr at Brightwood Hills Golf Course this weekend.

Graeme Allen

Councilmember Allen reported the Planning Commission met last month and discussed Ordinance 909 along with the Lots on Leona Subdivision. He wished everyone a Happy New Year and stated he was looking forward to a great 2024.

Emily Dunsworth

Councilmember Dunsworth reported the Public Safety Commission met on Monday, January 8 where a presentation was made on feedback that has been received to date on the organizational assessment.

Pam Axberg

Councilmember Axberg reported it was Law Enforcement Appreciation Day today. She thanked all New Brighton Public Safety Officers for the service they provide to the community. She explained PREC met on Wednesday, January 3 and this group received an update on Hansen Park.

4. Consider Purchase Agreement for Parcel A of 375 5th Avenue SW.

Commission Liaison Reports, Announcements and Updates

Mayor Niedfeldt-Thomas

Mayor Niedfeldt-Thomas reported the New Brighton winter market would be held at the Community Center on Wednesday, January 10. She explained City Hall would be closed on Monday, January 15 for MLK Day. She indicated the Equity Commission would meet next on Thursday, January 18 and the City Council would meet next on Tuesday, January 23. She stated she looked forward to attending the upcoming Council/staff strategic planning session.

Adjournment

Mayor Niedfeldt-Thomas adjourned the meeting at 7:59 p.m.

Adjournment

The meeting adjourned at 7:59 p.m.

Kari Niedfeldt-Thomas, Mayor

ATTEST: _____
Terri Spangrud, City Clerk



MINUTES

**Parks, Recreation and Environmental Commission
November 1, 2023 New Brighton Community Center
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 Pauline Alfors, Gary Bank, Maren Hawkins, Kristin Hicks, Abe McEathron, Julia O'Rourke (Chair), Laura Sokol-Kraft.

Members Absent: Commissioner Becky Slabiak, Michael Spooner and Zoey Tenenbaum.

Also Present: Director Jennifer Fink, Director Craig Schlichting

III. Approval of Agenda

Motion by Bank, seconded by Sokol-Kraft to approve the agenda as presented. Motion carried 7-0.

IV. Approval of Minutes

The Commission requested a name change within the minutes.

Motion by McEathron, seconded by Alfors to approve the October 4, 2023 minutes as amended. Motion carried 7-0.

V. Business Items

A. Living Streets Plan Draft and DCAD Updates – Craig Schlichting, Community Assets and Development Director

Director Schlichting reported 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 were to develop a Living Streets Plan and Policy and to complete annual street projects. The action items from the streets plan were further detailed. Staff provided additional information on the living streets policies and asked for comments or questions from the Commission.

Discussion included:

- Staff commented on how the City would be looking into grant opportunities to assist with creating safe routes for children to get them safely to and from school.
- The Commission asked staff to look into the pedestrian safety on the County road bridges.
- The Commission discussed the importance of having pedestrian connections for residents.
- The Commission thanked City staff for keeping sidewalks free and clear of snow in the winter months.
- Staff provided the Commission with an update on the improvements that were being completed on the Old Highway 8 corridor.
- Staff updated the Commission on the City's electric vehicle charging stations and the work that was being done to address accessory dwelling units (ADU's).
- Staff shared information regarding the improvements that have been made at Hansen Park.
- The Commission thanked Director Schlichting for his detailed presentation.

VI. Informational Items

A. Construction Updates – Jennifer Fink, Parks and Recreation Director

Director Fink provided the Commission with an update on construction projects that were underway. She reported construction at Totem Pole Park and Hansen Park has been delayed due to the snowy and rainy weather. She commented on how work on the irrigation systems has been delayed because parts were not available. She explained the pickleball and basketball courts would be lined next spring. She stated staff was very pleased with the work that had been done on the buildings within these parks and looked forward to the parks being fully open next spring.

B. December Meeting - Jennifer Fink, Parks and Recreation Director

Director Fink explained the Climate Action Plan would be discussed in December jointly with other Commissions at the PREC meeting.

VII. Announcements

A. City Council Report – Council Member Pam Axberg

Councilmember Axberg provided the Commission with an update from the City Council. She reported the Council approved the Partners in Energy Plan on October 24. She explained the Public Safety Department would be completing a strategic planning study and she anticipated the public would be involved in this process. She stated the Council was reviewing the City's tobacco and cannabis ordinances and was considering the best way to regulate these uses within the community. She indicated the Council passed the preliminary levy in September and would be approving the final levy in December. She thanked staff for hosting another great pumpkin walk in October.

B. PREC Chair Updates – Julia O'Rourke

Chair O'Rourke encouraged Commission members to get out and vote on Tuesday, November 7.

C. Department Happenings and Upcoming Events – City Staff

Director Fink shared pictures from the pumpkin walk. She estimated the City had 4,000 people attend the pumpkin walk this year. She noted staff was working on a winter event at Brightwood Hills Park. She explained the golf course would be closing after this weekend. She stated the tails on the trails event was well attended again this year. She reported the Equity Commission recently discussed the future of Totem Pole Park and indicated the totem pole was currently in a safe location.

VIII. Adjournment

Motion by Bank, seconded by Hicks to adjourn the meeting at 8:10 p.m. Motion carried 7-0.

Respectfully submitted,

A handwritten signature in black ink that reads "Jennifer Fink". The signature is written in a cursive, flowing style.

Jennifer Fink, CPRP
Director of Parks and Recreation



MINUTES

Parks, Recreation and Environmental Commission

December 6, 2023 City Hall

Council Chambers 6:30 p.m.

I. Call to Order

The meeting was called to order at 6:35 p.m.

II. Roll Call:

Members Present: Commissioners Pauline Alfors, Gary Bank, Maren Hawkins, Kristin Hicks (attending remotely), Abe McEathron (attending remotely), Julia O'Rourke (Chair), Becky Slabiak, Laura Sokol-Kraft, and Zoey Tenenbaum

Members Absent: Commissioner Michael Spooner

Also Present: Director Jennifer Fink, Director Craig Schlichting, Geoff Hollimon (PSC), Paul Zisla (EDC), and Faycal Belkhous (EDC).

III. Business Items

A. Special Meeting of the PREC Commission, for the Presentation of the Climate Action Plan – Director Jennifer Fink, Director Craig Schlichting and Ted Redmond from Pale Blue Dot

Director Fink stated staff and Ted Redmond from Pale Blue Dot will present an overview of the Climate Action Plan to gain feedback from the Commission. Feedback can then be incorporated prior to final presentation to the Council for adoption. She noted the Partners In Energy Plan has been adopted by the City Council.

Ted Redmond, Pale Blue Dot, introduced himself to the Commission and discussed the planning process that was followed for the Climate Action Plan. He commented on how Minnesota's climate has changed over the past 120 years, noting Minnesota was warming faster than the global average. He discussed how crucial it was to reduce emissions stating if no changes were made, by 2100, New Brighton's temps would be increased by 12 degrees and there would be 48 more days per year that were 95+ degrees. He described how rainfall would change over the next century. He explained Minnesota would feel like northern Texas in 75 years if no changes were made. He reported the good thing was that the projections could be bent and curved through action. He commended the City of New Brighton for being a leader in this area. The projections through 2050 were further discussed.

Mr. Redmond thanked the 39 members of the planning team that worked on the Climate Action Plan. He also thanked the 150 residents that provided input. The foundational

documents within the Climate Action Plan were discussed in further detail. He reported all of these documents were available to the public. The potential goals for the City were described at length. He commented on the process that was followed for the equity listening sessions. Observations from the input that was received from these sessions was reviewed with the Commission. The eight sectors within the plan were noted. He explained the long term goal would be to achieve carbon neutrality by 2050 along with an interim goal to reduce greenhouse gas emissions that are 42% below 2013 levels by 2030. He reviewed the emissions goals for other communities in Minnesota. The strategies to reach these goals were further discussed. He underscored the importance of having the entire community involved in this plan. He noted this plan was a journey that would continue to evolve over time. He suggested the City conduct reviews and make adjustments every few years. He commented on the funding the City would be pursuing to assist with implementing this plan. He explained the State and federal government was also considering funding to assist with climate action initiatives. He indicated it would be important for the City to form partnerships in order to pursue these dollars. Lastly, he commented on the next steps the City would be going through.

Discussion included:

- The Commission questioned how the City would work to reduce the dependency on electricity while also increasing the number of EV's. Mr. Redmond stated the City would work with utilities in order to identify fuel switches for buildings and vehicles.
- The Commission asked if solar energy was one of the goals within the plan. Mr. Redmond indicated this would be a beneficial form of renewable energy.
- The Commission further discussed the benefit of having solar panels on your home.
- The Commission requested further information regarding the Climate Action Team. Mr. Redmond commented on how each department within the City can take action and noted overtime this would become how the City behaves. He reported the Climate Action Team would oversee these actions and behaviors.
- The Commission believed the appendix sharing the costs and savings would be great information to get to residents.
- The Commission asked if organics recycling would be coming to New Brighton residents. Director Schlichting reported this would be coming to residents.
- Further discussion ensued regarding single hauler collection for trash.
- Staff commented on how they would be working with student commissioners in order to better communicate with the youth in the community regarding the Climate Action Plan.

Motion by Bank, seconded by O'Rourke to recommend the City Council approve the Climate Action Plan. Motion carried 9-0.

IV. Updates from Parks and Recreation Department – Director Jennifer Fink

Director Fink provided the Commission with an update from the Parks and Recreation Department. She reported the City would be hosting Brave the Brrr at Brightwood Golf Course from January 1 through 31. She noted the Bartz Brothers would be working in collaboration with the City on this event. She commented further on the activities that would be a part of this family friendly winter event. She explained winter programs were now available for registration. She indicated the City was hiring for ice rink attendants at this time. She discussed

how she would be working to connect with the high schools booster clubs in order to build better community connections.

V. Adjournment

Motion by Bank, seconded by Sokol-Kraft to adjourn the meeting at 7:58 p.m. Motion carried 9-0.

Respectfully submitted,

A handwritten signature in black ink that reads "Jennifer Fink". The signature is written in a cursive, flowing style.

Jennifer Fink, CPRP
Director of Parks and Recreation



Agenda Section:	VI (consent)
Item:	4
Report Date:	1/17/24
Commission Meeting Date:	1/23/24

REQUEST FOR COMMISISON CONSIDERATION

ITEM DESCRIPTION:	Consider a Resolution Approving an after-the-fact Extension to the Final Plat Filing Deadline for Silver Oak Estates No. 6
DEPARTMENT HEAD'S APPROVAL:	C65
CITY MANAGER'S APPROVAL:	
No comments to supplement this report	<input checked="" type="checkbox"/> Comments attached <input type="checkbox"/>

15.99 Deadline: ▪ None

Recommendations: ▪ **Approval of the requested deadline extension to file the Final Plat for Silver Oak Estates No. 6 originally approved via Resolution 2023-034**

Legislative History: ▪ The Silver Oak Estates PRD was originally approved in 1973.

▪ A PRD Amendment, including the Silver Oak Estates No. 6 plat, was approved in March of 2023. The new plat would place 3024 18th St NW (the Glodek residence) on its own lot and allow the City to issue a building permit to the Glodek family to construct an addition needed for health reasons.

▪ A building permit for the needed addition was issued upon plat approval with the agreement the association would complete all needed additional steps over the summer months. Unfortunately, over the summer, Mr. Glodek succumbed to his health issues as the addition was being constructed. Given their loss, neither the City nor the HOA saw benefit in forcing the Glodek family to immediately participate in finalizing the plat issues, so the matter was left open for much of 2023.

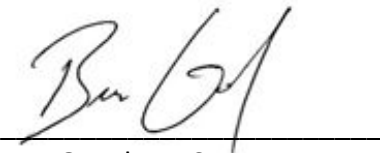
▪ With ample time having now passed, the HOA and Glodek family have applied for a required easement vacation on the property which will finally clear the way to file the new plat.

▪ This resolution will reset the deadline for final plat approval given the circumstances.

Financial Impact: ▪ None

Summary: As part of a 2023 PRD amendment for Silver Oak Estates, the homeowner's association was required to clean up an old D&U easement to pave the way for filing of the new plat. Unfortunately, the death of the resident at the center of this effort placed all activities on hold for much of 2023. This resolution will extend the final plat filing deadline for Silver Oake Estates No. 6 into early 2024.

Attachments: 1) *Resolution Granting an after-the-fact extension to the filing deadline for Silver Oak Estates No. 6 Final Plat*
2) *Applicant's request for extension*

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

RESOLUTION _____
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

**RESOLUTION EXTENDING THE EFFECTIVE DATE FOR A FINAL
PLAT PREVIOUSLY APPROVED VIA RESOLUTION 2023-034**

WHEREAS, an after-the-fact request has been made by the Silver Oaks Homeowners' Association to extend the effective date for approval of the Silver Oak Estates No. 6 Final Plat approved via resolution 2023-034 on March 28th, 2023, and

WHEREAS, the findings of fact supporting an after-the-fact deadline extension is as follows:

1. A PRD Amendment, which included the Silver Oak Estates No. 6 plat, was approved in March of 2023 via resolution 2023-034. The new plat would place 3024 18th St NW on its own lot and allow the City to issue a building permit to that resident family to construct an addition needed to address health concerns of a family member.
2. Given the urgency of the situation, a building permit was issued for the needed addition following plat approval with the agreement the association would complete all needed additional steps over the summer months including vacation of a D&U easement and filing of the final plat.
3. As the addition was going up, the resident unfortunately succumbed to their health issues putting completion of all outstanding items on hold. Given their loss, neither the City nor the HOA saw benefit in forcing the resident family to immediately participate in finalizing outstanding plat issues, so the matter was left open for much of 2023.
4. With ample time having now passed, the HOA has now applied for the required easement vacation, and have requested an extension to the effective date for the approved final plat.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Brighton, that the effective date of the final plat for Silver Oak Estates No. 6 approved via Resolution 2023-034 is hereby extended to June 1, 2024, subject to the following condition:

1. Continued compliance with Resolution 2023-034

ADOPTED this 23rd day of January, 2024, by the New Brighton City Council with a vote of ____ ayes and ____ nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

Kayla Campobasso
Kayla-c@comcast.net
651-315-6472

January 5th, 2024

Re: Application for Easement Vacation – Final Plat Extension Request

Hello,

I am writing this letter on behalf of Silver Oak Estates Association II (SOEAI) as our townhome president and Peg Glodek to request an extension of the 120-day filing period for our Final Plat approved in early 2023. Our association had the intension of completing everything last summer (completing a required easement vacation and filing of the final plat), but unfortunately Jim Glodek, Peg's husband, passed away unexpectedly. Peg and her family were grieving their loss, and it did not feel appropriate to request an application check during that time.

SOEAI had been working with Jim and Peg Glodek since November 2022 to have the property around their home legally added to their plot so they could add an addition to their home to support Jim's medical needs. Unfortunately, Jim did not see the final product before he passed away.

I am hoping you will consider our request for an extension of the final plat filing deadline so Peg and SOEAI can move forward from this matter. If you have any questions, I would be happy to answer them or attend the city council meeting when the matter is discussed.

Regards,



Kayla Campobasso
President
Silver Oak Estates Association II



Agenda Section:	Consent
Item:	5
Report Date:	01/11/2024
Meeting Date:	01/23/2024

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider a Resolution Acknowledging and Accepting Change For The Better Donations Received in 2023	
DEPARTMENT HEAD’S APPROVAL: <u>GMF</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 invites and accepts donations to assist in programs and initiatives. Some community members made donations through the “Change for the Better” program by rounding the amount of their quarterly utility bill up to the nearest dollar, or by adding a fixed amount to their bill. The donations received through this program are designated for improvements to New Brighton parks, Parks and Recreation program scholarships, or Parks and Recreation program enhancements. The City Council wishes to express appreciation for the donations totaling \$2,306.49 in 2023.
<u>Recommendation(s):</u>	<ul style="list-style-type: none"> To adopt the Resolution Acknowledging and Accepting Change for the Better 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 type="checkbox"/> Diversity, Equity, & Inclusion <input checked="" type="checkbox"/> Livable Community <input type="checkbox"/> N/A	

Financial Impact: Is there a financial consideration? ☐ No ☒ Yes: \$2,306.49

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

Attachments:

1. *Resolution*



Gina Foschi

Finance Director

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

RESOLUTION ACKNOWLEDGING AND ACCEPTING CHANGE FOR THE BETTER DONATIONS RECEIVED IN 2023

WHEREAS, the City of New Brighton invites and accepts donations to assist in programs and initiatives; and the City Council must officially designate depositories for funds: and

WHEREAS, one method by which community members can make donations to the City is the “Change for the Better” program; and

WHEREAS, participants in the “Change for the Better” program authorize the City to round the amount of their quarterly utility bill up to the nearest dollar, or add a fixed amount to their bill; and

WHEREAS, the contributions received from this program in 2023 are designated for improvements to New Brighton parks, Parks and Recreation program scholarships, or Parks and Recreation program enhancements; and

WHEREAS, it is the City Council’s desire to acknowledge and express appreciation to all participants for their donations;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton to hereby approve the resolution acknowledging and accepting donations received in 2023 as follows:

1. \$2,306.49 from participants in the “Change for the Better” Program; and
2. Designate these contributions for improvements to New Brighton parks, Parks and Recreation program scholarships, or Parks and Recreation program enhancements.

ADOPTED this 23rd day of January 2024 by the New Brighton City Council with a vote of _____ ayes and _____ nays.

Kari Niedfledt-Thomas, Mayor

ATTEST:

Devin Massopust, City Manager

Terri Spangrud, City Clerk

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Application for Solicitor License for Renewal By Andersen

DEPARTMENT HEAD'S APPROVAL: 

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

Summary Statement:

- Renewal By Andersen has applied for a solicitor license to conduct a free quote for windows and doors. A letter was provided to Renewal By Andersen requesting a representative attend the Council meeting to answer any questions the Council may have. All required fees have been paid.

Recommendation(s):

- To issue a solicitor license to Renewal By Andersen valid from January 29 – February 29, 2024

Applicable Deadlines:

- None

Legislative History:

- City Code Chapter 20 regulates solicitor licenses.

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

Attachments:

1. N/A

A handwritten signature in blue ink, appearing to read 'Gina Krah', is positioned above a horizontal line.

Gina Krah

Administrative Support Manager

Agenda Section:	VI
Item:	7
Report Date:	1/18/2024
Meeting Date:	1/23/2024

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Resolution to Consider Purchase Agreement for the Purchase of Certain Property from the Fulford Family Partnership L.P.	
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"> ▪ The City and Property Owner Attorneys have adjusted a few of the legal details of the purchase agreement (which is enclosed). ▪ Title companies can request a resolution from the mayor and City Council approving the purchase agreement, and to facilitate a smooth closing the resolution is attached.
<u>Recommendation(s):</u>	<ul style="list-style-type: none"> ▪ Approve the Resolution
<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.

	<ul style="list-style-type: none"> 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 and City Council Support of Purchase Agreement.
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. Resolution 2. Purchase Agreement


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

RESOLUTION _____
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

**RESOLUTION APPROVING A PURCHASE AGREEMENT FOR THE PURCHASE OF CERTAIN PROPERTY
FROM THE FULFORD FAMILY PARTNERSHIP L.P.**

WHEREAS, The Fulford Family Partnership L.P., a Minnesota limited partnership (“Fulford”) is the fee owner of certain real property located in the City of New Brighton (“City”), (PID No. 32-30-23-14-0012) which is legally described on the attached Exhibit A (the “Fulford Property”); and

WHEREAS, the City owns three parcels adjacent to the Fulford Property and desires to purchase a certain portion of the Fulford Property legally described as:

That part of the South 10 acres of the Southeast Quarter of the Northeast Quarter of Section 32, Township 30, Range 23, Ramsey County, Minnesota lying West of the Westerly right-of-way line of the Minnesota Belt Line Railway, according to the United States Government Survey thereof and situate in Ramsey County, Minnesota.

(the “Property”); and

WHEREAS, Fulford and the City desire to enter into a purchase agreement pursuant to which Fulford will convey the Property to the City (the “Purchase Agreement”); and

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

1. That the City Council hereby approves the Purchase Agreement in substantially the form presented to the City Council, subject to modifications and addenda that do not alter the substance of the transaction and that are approved by the Mayor and the City Manager.
2. City officials, staff, and consultants are authorized to take all actions necessary to perform the City’s obligations under the Purchase Agreement as a whole, including, without limitation, execution of any documents to which the City is a party referenced in or attached to the Purchase Agreement, and any other documents necessary for the Property to be conveyed to the City by Fulford, as all described in the Purchase Agreement.

ADOPTED this 23rd day of January 2024, by the New Brighton City Council with a vote of ____ ayes and ____ nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

EXHIBIT A

Legal Description of the Fulford Property

Tract A:

That part of the South 10 acres of the Southeast Quarter of the Northeast Quarter of Section 32, Township 30, Range 23, Ramsey County, Minnesota lying West of the Westerly right-of-way line of the Minnesota Belt Line Railway, according to the United States Government Survey thereof and situate in Ramsey County, Minnesota.

Tract B:

That part of the South 10 acres of the Southeast Quarter of the Northeast Quarter of Section 32, Township 30, Range 23, Ramsey County, Minnesota lying West of the Westerly right-of-way line of Interstate Highway 35W and lying East of the Easterly right-of-way line of Minnesota Belt Line Railway, according to the United States Government Survey thereof and situate in Ramsey County, Minnesota.

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of the ____ day of January 18, 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, via cash or wire transfer, Five Thousand and No/100 Dollars (\$5,000) (the “**Earnest Money**”) with Land Title, Inc., 2200 County Road C West, Suite #2205, Roseville, Minnesota 55113 (the “**Title Company**”), who will be closing the transaction contemplated by this Agreement. 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 for a period of one (1) year.

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 5 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. Purchaser and its consultants shall carry liability insurance insuring against damage or liability arising from any testing and investigation of the Property. Purchaser agrees to indemnify, defend and hold Seller harmless from property damage and personal injury which may result from the Buyer and Buyer's consultants activities on the Property. All activities under this Section shall survive the Closing and the termination of this Agreement.

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. At no cost to the Seller, 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. After the approval of the Subdivision by the Governing Authorities ("**Subdivision Approval**"), the Subdivision shall be recorded at Closing. 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 the expiration of the Due Diligence Period.
 - 9.1 On the Closing Date, Seller shall deliver to Purchaser a limited 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

13. **NO RELOCATION ASSISTANCE AND 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:

with a copy to: Kennedy & Graven, Chartered
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
Attn: Sarah J. Sonsalla

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.

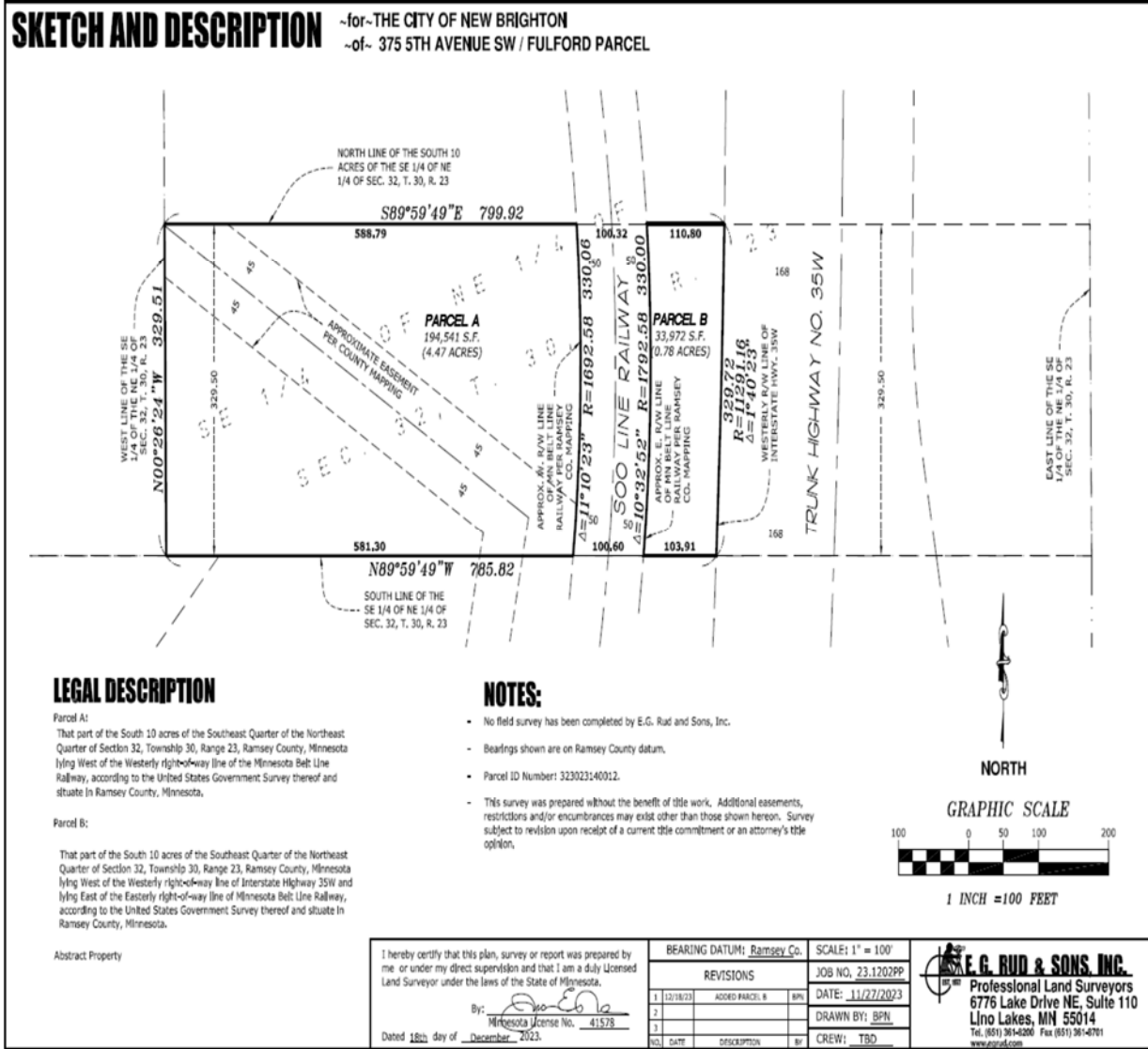
EXHIBIT B

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)**



Agenda Section:	VI
Item:	8
Report Date:	1/18/2024
Meeting Date:	1/23/2024

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Resolution to Consider Support of Ramsey County HSIP Application for 4 to 3 Conversion on portions of Long and Silver Lake Roads.	
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"> ▪ Ramsey County intends to submit 2 projects for Highway Safety Improvement Project (HSIP) federal funding. ▪ The HSIP projects within New Brighton that need local support are: <ul style="list-style-type: none"> ○ 4 to 3 lane conversion on Long Lake Rd/10th Street from I694 to Old Highway 8. ○ 4 to 3 lane conversion on Silver Lake Rd from Mississippi St to Mounds View Blvd. (segment through New Brighton and Mounds View) ▪ Both projects will be a mill and overlay followed by restriping as a three-lane road with a center two-way-left-turn lane and shoulders that can accommodate bikes.
<u>Recommendation(s):</u>	<ul style="list-style-type: none"> ▪ Approve the Resolution
<u>Applicable Deadlines:</u>	<ul style="list-style-type: none"> ▪ Application is due in early February
<u>Legislative History:</u>	<ul style="list-style-type: none"> ▪ None
<u>Strategic Priority:</u> <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? ☒ No ☐ Yes:

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

Attachments:

1. Resolution
2. Letter of Support



Craig Schlichting, P.E.

Director of Community Assets and Development

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

**RESOLUTION TO CONSIDER SUPPORT OF RAMSEY COUNTY HSIP APPLICATION FOR 4 TO 3 CONVERSION ON
PORTIONS OF LONG AND SILVER LAKE ROADS.**

WHEREAS, Ramsey County is applying for Highway Safety Improvement Project (HSIP) federal funding for the following projects:

- 4 to 3 lane conversion on Long Lake Rd/10th Street from I694 to Old Highway 8
- 4 to 3 lane conversion on Silver Lake Rd from Mississippi St to Mounds View Blvd

WHEREAS, portions of these improvements are located within New Brighton's municipal boundaries; and

WHEREAS, Ramsey County will plan, implement, and maintain these facilities; and

WHEREAS, New Brighton has identified these facilities for pedestrian, bike and trail improvements in its Comprehensive Plan and Living Streets Policy;

NOW THEREFORE, BE IT RESOLVED that the City of New Brighton supports Ramsey Counties HSIP application and request for Federal funding for the design, and construction of the projects.

ADOPTED this 23rd day of January 2024, by the New Brighton City Council with a vote of _____ ayes and _____ nays.

Kari Niedfeldt-Thomas, Mayor

ATTEST:

Devin Massopust, City Manager

Terri Spangrud, City Clerk



January 24, 2024

Mr. Aidan Kemp
Ramsey County Public Works
1425 Paul Kirkwood Dr
Arden Hills, MN 55112

RE: Letter of Support/City Council Resolution
HSIP Projects in New Brighton

Dear Aidan,

The City of New Brighton supports Ramsey Counties application efforts to secure federal funding to support 4 to 3 lane conversion improvements on Long Lake and Silver Lake Road. I understand these are separate but similar projects that include a mill and overlay followed by restriping as a three-lane road with a center two-way-left-turn lane and shoulders that can accommodate bikes.

These projects will help New Brighton achieve the goals established in our Living Streets and Comprehensive Plans. Enclosed you will find a Resolution from our Mayor and City Council. With this support we understand the commitment to maintaining and operating these facilities for their design life to align with Ramsey County/New Brighton cost share and cooperative agreements.



Sincerely,

A handwritten signature in blue ink that reads 'Craig Schlichting'.

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

Agenda Section	VI
Item:	9
Report Date:	1/12/2024
Meeting Date:	1/23/2024

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Authorization to Purchase Three 2024 Bobcat Toolcat's	
DEPARTMENT HEAD'S APPROVAL: 	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"> Units #2110/2111/2112, 2021 Bobcat Toolcat vehicles are scheduled to be replaced in 2024. These pieces of equipment are used by the Parks and Recreation Department for excavating, chemical spraying, plowing, tilling, soil conditioning, dragging ballfields, mowing, and other maintenance needs. The Total Estimated Cost to replace these pieces of equipment is \$52,397.25. This purchase will be funded through the Capital Fleet Replacement plan.
<u>Recommendation(s):</u>	<ul style="list-style-type: none"> Authorize the Director of Parks and Recreation to enter into agreements with Tri State Bobcat for the purchase of three new 2024 Toolcat's. The purchase will be purchased through the State of Minnesota Contract.
<u>Applicable Deadlines:</u>	<ul style="list-style-type: none"> N/A
<u>Legislative History:</u>	<ul style="list-style-type: none"> City Council adopted the 2024 Capital Fleet Replacement Plan on December 12, 2023.
<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: \$52,397.25	

Financing Sources:☒ Budgeted☐ Budget Modification☐ New Revenue☐ Use of Reserves☐ Other**Attachments:****1. Minnesota Equipment Quotation***Michael Schute*

Michael Schute

Interim Parks Superintendent



Product Quotation

Quotation Number: NEW

Date:

Ship to	Bobcat Dealer	Bill To
City of New Brighton 803 Old Highway 8 NW New Brighton, MN 55112	Tri-State Bobcat Inc, Burnsville, MN 1200 HWY 13 E BURNSVILLE MN 55337-2214 Phone: (952) 894-0894 Fax: (952) 894-5759 ----- Contact: RON HOGAN Phone: 651.583.4992 Cellular: 651.583.4992 E Mail: RONH@TRISTATEBOBCAT.COM	City of New Brighton 803 Old Highway 8 NW New Brighton, MN 55112

Description	Part No	Qty	Price Ea.	Total
Bobcat UW53	M1227	1	\$66,750.00	\$66,750.00
Adjustable Vinyl Seats	Interior Trim			
All-Wheel Steer	Joystick, Manually Controlled with Lift Arm Float			
Automatically Activated Glow Plugs	Lift Arm Support			
Auxiliary Hydraulics	Limited Slip Transaxle			
Variable Flow with dual direction detent	Parking Brake, automatic			
High Flow Hydraulics and Attachment Control Kit	Power Steering with Tilt Steering Wheel			
Beverage Holders	Radiator Screen			
Power Bob-Tach	Radio:			
Boom Float	AM/FM/Weatherband			
Cowl and Cowl Support	Aux Input & Head Phone Jacks			
Cruise Control	Lower Engine Cover			
Deluxe Equipment:	Rear Receiver Hitch			
Cab Enclosure with Heater and Air Conditioning	Seat Belts, Shoulder Harness			
Deluxe Operator Cab (Front Window, Rear Window, Front Wipers)	Spark Arrestor Muffler			
Deluxe Road Package (back-up alarm, turn signals, flashers, tail lights, brake lights, rear view mirror, side mirrors, horn, rear work light, and headlights)	Storage Bins			
Engine and Hydraulic Monitor with Shutdown	Suspension, 4-wheel independent			
Front Work Lights	Tires: 27 x 10.5-15 (8 ply), Lug Tread			
Full-time Four-Wheel Drive	Toolcat Interlock Control System (TICS)			
Horsepower Management	Two-Speed Transmission			
Speed Management	Traction Control			
Instrumentation: Standard 5" Display with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, and security lockouts.	Machine Warranty: 12 Months, unlimited hours			
Heavy Duty Battery	Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty			
PTO Package (rear PTO-540 RPM, PTO Shield, PTO Tachometer)				
Three-Point Hitch Package (Three-Point, depth position gauge)				
Rear Remote Package (One set of poppet-style couplers, for use with implement hydraulics)				
Roll Over Protective Structure (ROPS) - Meets Requirements of SAE-J1040 & ISO 3471				
Falling Object Protective Structure (FOPS) - Meets Requirements of SAE-J1043 & ISO3449, Level I				
Dome Light				

Factory Installed	29 X 12.5 Turf Tires	M1227-R05-C05	1	\$668.00	\$668.00
	Rear View Camera	M1227-R20-C01	1	\$318.00	\$318.00
	Block Heater	M1227-A01-C02	1	\$110.00	\$110.00
Dealer Installed	Strobe Light	7424783	1	\$380.00	\$380.00
Total of Items Quoted					\$68,226.00
Dealer P.D.I.					\$225.00
Freight Charges					\$1,650.00
Dealer Assembly Charges					\$249.00
Trade-in 2021 Toolcat 5610 # 2111					(\$52,076.75)
Quote Total - US dollars					\$18,273.25

Notes:

Priced per MN State bid contract #202992

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.
--

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ **Sign:** _____ **Date:** _____



Product Quotation

Quotation Number: NEW

Date:

Ship to	Bobcat Dealer	Bill To
City of New Brighton 803 Old Highway 8 NW New Brighton, MN 55112	Tri-State Bobcat Inc, Burnsville, MN 1200 HWY 13 E BURNSVILLE MN 55337-2214 Phone: (952) 894-0894 Fax: (952) 894-5759 ----- Contact: RON HOGAN Phone: 651.583.4992 Cellular: 651.583.4992 E Mail: RONH@TRISTATEBOBCAT.COM	City of New Brighton 803 Old Highway 8 NW New Brighton, MN 55112

Description	Part No	Qty	Price Ea.	Total
Bobcat UW56	M1225	1	\$56,594.70	\$56,594.70
Adjustable Vinyl Seats	Hydraulic Dump Box			
All-Wheel Steer	Instrumentation: Standard 5" Display with Keyless Start,			
Automatically Activated Glow Plugs	Engine Temperature and Fuel Gauges, Hour meter, RPM			
Auxiliary Hydraulics	and Warning Indicators. Includes maintenance interval			
Variable Flow with dual direction detent	notification, fault display, job codes, quick start, and			
Beverage Holders	security lockouts.			
Bob-Tach	Joystick, Manually Controlled with Lift Arm Float			
Boom Float	Lift Arm Support			
Cargo Box Support	Parking Brake, automatic			
Cruise Control	Power Steering with Tilt Steering Wheel			
Speed Management	Radiator Screen			
Enclosed Cab with HVAC	Rear Receiver Hitch			
Dual Port USB charger	Seat Belts, Shoulder Harness			
Lower Engine Guard	Spark Arrestor Muffler			
Limited Slip Transaxle	Suspension, 4-wheel independent			
Engine and Hydraulic Monitor with Shutdown	Tires: 27 x 10.5-15 (8 ply), Lug Tread			
Front LED Work Lights	Toolcat Interlock Control System (TICS)			
Full-time Four-Wheel Drive	Two-Speed Transmission			
Horsepower Management	Machine Warranty: 12 Months, unlimited hours			
Roll Over Protective Structure (ROPS) . Meets Requirements	Bobcat Engine Warranty: Additional 12 Months or total			
of SAE-J1040 & ISO 3471	of 2000 hours after initial 12 month warranty			
Falling Object Protective Structure (FOPS) . Meets				
Requirements of SAE-J1043 & ISO3449, Level I				
Dome Light				
Factory Installed Deluxe Road Package	M1225-P01-C01	1	\$2,460.00	\$2,460.00
Deluxe Road Package includes: Backup Alarm, Turn Signals,				
Flashers, Tail Lights, Brake Lights, Rear view mirror, Side				
Mirrors, Horn, Rear work lights, and headlights				
High Flow Package	M1225-R03-C02	1	\$1,475.60	\$1,475.60
29 X 12.5 Turf Tires	M1225-R05-C05	1	\$668.00	\$668.00
Heavy Duty Battery	M1225-R07-C02	1	\$82.45	\$82.45
Attachment Control	M1225-R08-C02	1	\$200.00	\$200.00
Power Bob-Tach	M1225-R14-C03	1	\$934.00	\$934.00
Radio Option	M1225-R15-C02	1	\$453.00	\$453.00
Traction Control	M1225-R16-C02	1	\$463.00	\$463.00
Rear View Camera	M1225-R20-C01	1	\$318.00	\$318.00
Engine Block Heater	M1225-A01-C02	1	\$110.00	\$110.00
Interior Trim	M1225-A01-C04	1	\$174.00	\$174.00
Dealer Installed Rear Window Guard	7150926	1	\$1,259.00	\$1,259.00

Strobe Light	7424783	1	\$380.00	\$380.00
Total of Items Quoted				\$65,571.75
Dealer P.D.I.				\$200.00
Freight Charges				\$1,650.00
Dealer Assembly Charges				\$294.00
Trade-in	2021 Toolcat 5600 #2110			(\$52,076.75)
Quote Total - US dollars				\$15,639.00

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ **Sign:** _____ **Date:** _____



Product Quotation

Quotation Number: NEW

Date:

Ship to	Bobcat Dealer	Bill To
City of New Brighton 803 Old Highway 8 NW New Brighton, MN 55112	Tri-State Bobcat Inc, Burnsville, MN 1200 HWY 13 E BURNSVILLE MN 55337-2214 Phone: (952) 894-0894 Fax: (952) 894-5759 ----- Contact: RON HOGAN Phone: 651.583.4992 Cellular: 651.583.4992 E Mail: RONH@TRISTATEBOBCAT.COM	City of New Brighton 803 Old Highway 8 NW New Brighton, MN 55112

Description	Part No	Qty	Price Ea.	Total
Bobcat UW56	M1225	1	\$56,594.70	\$56,594.70
Adjustable Vinyl Seats	Hydraulic Dump Box			
All-Wheel Steer	Instrumentation: Standard 5" Display with Keyless Start,			
Automatically Activated Glow Plugs	Engine Temperature and Fuel Gauges, Hour meter, RPM			
Auxiliary Hydraulics	and Warning Indicators. Includes maintenance interval			
Variable Flow with dual direction detent	notification, fault display, job codes, quick start, and			
Beverage Holders	security lockouts.			
Bob-Tach	Joystick, Manually Controlled with Lift Arm Float			
Boom Float	Lift Arm Support			
Cargo Box Support	Parking Brake, automatic			
Cruise Control	Power Steering with Tilt Steering Wheel			
Speed Management	Radiator Screen			
Enclosed Cab with HVAC	Rear Receiver Hitch			
Dual Port USB charger	Seat Belts, Shoulder Harness			
Lower Engine Guard	Spark Arrestor Muffler			
Limited Slip Transaxle	Suspension, 4-wheel independent			
Engine and Hydraulic Monitor with Shutdown	Tires: 27 x 10.5-15 (8 ply), Lug Tread			
Front LED Work Lights	Toolcat Interlock Control System (TICS)			
Full-time Four-Wheel Drive	Two-Speed Transmission			
Horsepower Management	Machine Warranty: 12 Months, unlimited hours			
Roll Over Protective Structure (ROPS) . Meets Requirements	Bobcat Engine Warranty: Additional 12 Months or total			
of SAE-J1040 & ISO 3471	of 2000 hours after initial 12 month warranty			
Falling Object Protective Structure (FOPS) . Meets				
Requirements of SAE-J1043 & ISO3449, Level I				
Dome Light				
Factory Installed Deluxe Road Package	M1225-P01-C01	1	\$2,460.00	\$2,460.00
Deluxe Road Package includes: Backup Alarm, Turn Signals,				
Flashers, Tail Lights, Brake Lights, Rear view mirror, Side				
Mirrors, Horn, Rear work lights, and headlights				
High Flow Package	M1225-R03-C02	1	\$1,475.60	\$1,475.60
29 X 12.5 Turf Tires	M1225-R05-C05	1	\$668.00	\$668.00
Heavy Duty Battery	M1225-R07-C02	1	\$82.45	\$82.45
Attachment Control	M1225-R08-C02	1	\$200.00	\$200.00
Power Bob-Tach	M1225-R14-C03	1	\$934.00	\$934.00
Radio Option	M1225-R15-C02	1	\$453.00	\$453.00
Traction Control	M1225-R16-C02	1	\$463.00	\$463.00
Rear View Camera	M1225-R20-C01	1	\$318.00	\$318.00
Engine Block Heater	M1225-A01-C02	1	\$110.00	\$110.00
Interior Trim	M1225-A01-C04	1	\$174.00	\$174.00
Dealer Installed Rear Window Guard	7150926	1	\$1,259.00	\$1,259.00

	Strobe Light	7424783	1	\$380.00	\$380.00
Description		Part No	Qty	Price Ea.	Total
rear hydraulic #7441192			1	\$4,846.00	\$4,846.00
Total of Items Quoted					\$70,417.75
Dealer P.D.I.					\$200.00
Freight Charges					\$1,650.00
Dealer Assembly Charges					\$294.00
Trade-in 2021 Toolcat 5600 #2112					(\$54,076.75)
Quote Total - US dollars					\$18,485.00

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: _____



Authorized Signature:

Print: _____ **Sign:** _____ **Date:** _____



Agenda Section:	VI
Item:	10
Report Date:	01/17/24
Meeting Date:	01/23/24


REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Authorization To Enter In To a UASI Grant Agreement With the Minnesota Department of Public Safety	
DEPARTMENT HEAD’S APPROVAL: 	CITY MANAGER’S APPROVAL: 

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 of New Brighton acts as the fiscal agent for the North Suburban Hazardous Materials Response Team (NSHM). The NSHM was awarded a competitive Urban Areas Security Initiative (UASI) grant through the Minnesota Department of Public Safety in the amount of \$40,000 to purchase a robot to be utilized for hazardous materials response. Council action would authorize staff to enter in to the grant agreement with MN-DPS. There is no matching funds requirement.
<u>Recommendation(s):</u>	<ul style="list-style-type: none"> Authorize staff to enter into the Urban Areas Security Initiative grant agreement with the Minnesota Department of Public Safety
<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: \$40,000 _____ Financing Sources: <input type="checkbox"/> Budgeted <input type="checkbox"/> Budget Modification	

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



Trevor Hamdorf
Deputy Director of Public Safety



Minnesota Department of Public Safety (“State”) Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, MN 55101-2190	Grant Program: 2023 (UASI) Urban Area Security Initiative Grant Contract Agreement No.: A-UASI-2023-NEWBRICI-019
Grantee: City of New Brighton 803 Old Highway 8 NW New Brighton, MN 55112-2732	Grant Contract Agreement Term: Effective Date: 01/01/2024 Expiration Date: 06/30/2025
Grantee’s Authorized Representative: New Brighton Department of Public Safety ATTN: Trevor Hamdorf 785 Old Highway 8 NW New Brighton, MN 55112-2732 Phone: 651-288-4102 Email: trevor.hamdorf@newbrightonmn.gov	Grant Contract Agreement Amount: Original Agreement \$ 40,000.00 Matching Requirement \$ 0.00
State’s Authorized Representative: Homeland Security and Emergency Management ATTN: Brittany Wilber 445 Minnesota Street, Suite 223 St. Paul, MN 55101-2190 Phone: 651-201-7451 Email: brittany.wilber@state.mn.us	Federal Funding: CFDA/ALN: 97.067 FAIN: EMW-2023-SS-00009 State Funding: None Special Conditions: None

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

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subdivision 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subdivision 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

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

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2023 (UASI) Urban Area Security Initiative Application [“Application”] which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 223, St. Paul, MN 55101-2190. The Grantee shall also comply with all requirements referenced in the 2023 (UASI) Urban Area Security Initiative Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

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



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

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

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

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No. / P.O. No. A-UASI-2023-NEWBRICI-019 / PO# 3000092843

Project No. N/A

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Organization: New Brighton, City of

A-UASI-2023-NEWBRICI-019

Budget Summary (Report)

UASI-2023-IJ#01: CBRNE				
Budget Category	Awarded			
Equipment				
Robot Purchase	\$40,000.00			
Total	\$40,000.00			
Total	\$40,000.00			
Allocation	\$40,000.00			
Balance	\$0.00			

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Approve Renewal of Massage License for Lori Nebel

DEPARTMENT HEAD'S APPROVAL: gm2

CITY MANAGER'S APPROVAL: DM

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

Summary Statement:

- Accessory Use Massage Licenses, Principle Use Massage Salon Licenses and Personal Service (Massage) Licenses renewals are required by City Code to be approved by City Council action.

Recommendation(s):

- To authorize renewal of a Principle Use Massage Salon License and Personal Service (Massage) License for Lori Nebel for the period of January 1, 2024 through December 31, 2024 pending completion of all required administrative items.

Applicable Deadlines:

- Municipal Licenses expire December 31, 2023.

Legislative History:

- City Code Chapter 15 Article 10 regulates licenses for massage businesses.

Strategic Priority:

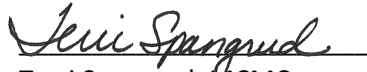
- ☐ Sustainable & Reliable Infrastructure ☐ Operational Effectiveness
☐ Environment & Sustainability ☐ Diversity, Equity, & Inclusion
☐ Livable Community ☒ N/A

Financial Impact: Is there a financial consideration? ☒ No ☐ Yes:

Financing Sources: ☐ Budgeted ☐ Budget Modification

☐ New Revenue ☐ Use of Reserves ☐ Other

Attachments: None



Terri Spangrud, MCMC

City Clerk

Agenda Section:	VI (consent)
Item:	12
Report Date:	01/18/24
Meeting Date:	01/23/24

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider a Resolution Authorizing the Execution of a Livable Communities Act Grant Agreement and consulting contract to study Accessory Dwelling Units (ADUs) and pen new regulations governing their place in the City of New Brighton	
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/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"> In July of 2023, Council authorized staff to pursue LCA Policy development Grant dollars from the Metropolitan Council to study the issue of Accessory Dwelling Units in the City of New Brighton. Staff prepared the required grant application, and was subsequently awarded a \$36,400 grant for the proposed study. A formal grant agreement was received in December 2023, and is now being presented, along with a contract for services with Bolton & Menk, for Council’s consideration.
<u>Recommendation(s):</u>	<ul style="list-style-type: none"> Approve the resolution authorizing the Mayor and City Manager to sign the grant agreement, and enter into a contract for services with Bolton & Menk.
<u>Applicable Deadlines:</u>	<ul style="list-style-type: none"> No hard deadlines at this time (but staff must file a grant status report with Met Council by the end of January)
<u>Legislative History:</u>	<ul style="list-style-type: none"> July 25, 2023: Council authorizes staff to apply for an LCA Policy Development Grant to study Accessory Dwelling Units. Sept 13, 2023: The Metropolitan Council approves the City’s application for LCA Policy Development funds, and directs their staff to prepare a formal grant agreement.

	<ul style="list-style-type: none"> December 20, 2023: City of New Brighton staff receives the formal grant agreement for City consideration and signature. January 23rd, 2024: Staff seeks Council approval of the grant agreement and a contract for services with Bolton & Menk who will oversee and lead the study on behalf of the City.
Strategic Priority: <input type="checkbox"/> Sustainable & Reliable Infrastructure <input type="checkbox"/> Operational Effectiveness <input type="checkbox"/> Environment & Sustainability <input checked="" 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: \$36,400 in grant funds 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. <i>Resolution Authorizing the Execution of a Livable Communities Act Grant Agreement and consulting contract to study Accessory Dwelling Units (ADUs) and pen new regulations governing their place in the City of New Brighton</i>



Ben Gozola, AICP

Assistant Director of Community Assets and Development

RESOLUTION ____
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION ACCEPTING A METROPOLITAN COUNCIL LIVABLE COMMUNITIES
ACT POLICY DEVELOPMENT GRANT, AND AUTHORIZATION TO ENTER A
CONTRACT WITH BOLTON & MENK TO STUDY ACCESSORY DWELLING UNITS
AND THEIR PLACE IN THE CITY OF NEW BRIGHTON

WHEREAS the City of New Brighton is a participant in the Livable Communities Act's Local Housing Incentives Account Program as determined by the Metropolitan Council, and is therefore eligible to apply for Livable Communities Demonstration Account funds; and

WHEREAS the City identified a proposed project to study Accessory Dwelling Unit allowances in the City that met the Demonstration Account's purposes and criteria, and was consistent with and promoted the purposes of the Metropolitan Livable Communities Act and the policies of the Metropolitan Council's adopted metropolitan development guide; and

WHEREAS the City Council of the City of New Brighton authorized staff to pursue LCA Policy Development funds on July 25, 2023; and

WHEREAS the Metropolitan Council approved the City's application for LCA Policy Development funds on September 13, 2023; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of New Brighton hereby accepts the \$36,400 LCA Policy Development Grant from the Metropolitan Council, and authorizes the Mayor and City Manager to execute the grant agreement attached as Exhibit A; and

BE IT FURTHER RESOLVED, that the City Council of the City of New Brighton hereby authorizes the Mayor and City Manager to execute a consulting services agreement, attached as Exhibit B, to complete grant tasks with Bolton & Menk.

Adopted this 23rd day of January, 2024, by the New Brighton City Council with a vote of __ ayes and __ nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

Exhibit A:

Metropolitan Livable Communities Act Grant Agreement

(12 pages)

LIVABLE COMMUNITIES ACT
LCA POLICY DEVELOPMENT GRANT PROGRAM

GRANTEE: City of New Brighton		GRANT NO. SG-19632
PROJECT: New Brighton Housing Study Implementation: Accessory Dwelling Units (ADUs)		
GRANT AMOUNT: \$36,400.00		CYCLE: 2023 – Round 2
COUNCIL ACTION: September 13, 2023		EXPIRATION DATE: December 31, 2025

METROPOLITAN LIVABLE COMMUNITIES ACT
GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is made and entered into by the Metropolitan Council (“Council”) and the Municipality, County, or Development Authority identified above as “Grantee.”

WHEREAS, Minnesota Statutes section 473.251 creates the Metropolitan Livable Communities Fund, the uses of which fund must be consistent with and promote the purposes of the Metropolitan Livable Communities Act (“LCA”) and the policies of the Council’s Metropolitan Development Guide; and

WHEREAS, Minnesota Statutes sections 473.251 and 473.253 establish within the Metropolitan Livable Communities Fund a Livable Communities Demonstration Account and require the Council to use the funds in the account to make grants or loans to municipalities participating in the Local Housing Incentives Program under Minnesota Statutes section 473.254 or to Counties or Development Authorities to fund the initiatives specified in Minnesota Statutes section 473.25(b) in Participating Municipalities; and

WHEREAS, the Grantee is a Municipality participating in the Local Housing Incentives Account program under Minnesota Statutes section 473.254, a County, or a Development Authority; and

WHEREAS, the Council allocated a portion of its Livable Communities Demonstration Account funds to a Livable Communities Act Policy Development Grant Program to help Municipalities create locally adopted, enforceable policies that have an impact on physical development city-wide or in specifically defined areas, and further the goals of the Livable Communities Act and the Council’s *Thrive MSP 2040* goals; and

WHEREAS, the Grantee seeks funding in connection with an application for Livable Communities Act Policy Development Grant Program funds submitted in response to the Council’s notice of availability of grant funds for the “Funding Cycle” identified above and will use the grant funds made available under this Agreement to help fund the policy development activities as described in the application; and

WHEREAS, the Council awarded Livable Communities Act Policy Development Grant Program funds to the Grantee with the understanding that the Policy Development Project described in the application will proceed to completion in a timely manner, the Grantee will adopt physical

LIVABLE COMMUNITIES ACT
LCA POLICY DEVELOPMENT GRANT PROGRAM

development policies that emphasize equitable development within the Grantee’s designated “Policy Area,” and all grant funds will be expended prior to the “Expiration Date” identified above.

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

I. DEFINITIONS

1.01. Definition of Terms. The terms defined in this section have the meanings given them in this section unless otherwise provided or indicated by the context.

- (a) **Council Action.** “Council Action” means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded Livable Communities Act Policy Development Grant Program funds.
- (b) **County.** “County” means Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington Counties.
- (c) **Development Authority.** “Development Authority” means a statutory or home rule charter city, a housing and redevelopment authority, an economic development authority, or a port authority in the Metropolitan Area.
- (d) **Metropolitan Area.** “Metropolitan Area” means the seven-county metropolitan area as defined by Minnesota Statutes section 473.121, subdivision 2.
- (e) **Municipality.** “Municipality” means a statutory or home rule charter city or town participating in the Local Housing Incentives Account Program under Minnesota Statutes section 473.254.
- (f) **Participating Municipality.** “Participating Municipality” means a statutory or home rule charter city or town which has elected to participate in the Local Housing Incentive Account program and negotiated affordable and life-cycle housing goals for the Municipality pursuant to Minnesota Statutes section 473.254.
- (g) **Project.** “Project” means the grant-funded policy development activities for which funding is requested in the Grantee’s application for Livable Communities Act Policy Development Grant Program funds.
- (h) **Policy Area.** “Policy Area” means: (1) the Grantee or a Participating Municipality to which the policy will apply; or (2) if the policy will not apply to physical development projects on a city-wide basis, the specific geographic boundary of the area(s) to which the policy will apply, such as a station area. The Policy Area cannot include regional park lands. The Policy Area may include regional trails that cross through or are located adjacent to the Policy Area, but neither the policy nor its application may alter or eliminate any regional park lands or trails.

LIVABLE COMMUNITIES ACT
LCA POLICY DEVELOPMENT GRANT PROGRAM

II. GRANT FUNDS

2.01. Source of Funds. The grant funds made available to the Grantee under this Agreement are from the Livable Communities Demonstration Account of the Metropolitan Livable Communities Fund. The grant funds are derived from the property tax authorized by Minnesota Statutes section 473.253, subdivision 1, and are not from State or federal sources.

2.02. Grant Amount. The Council will grant to the Grantee the “Grant Amount” identified at Page 1 of this Agreement. The Council’s obligation to reimburse the Grantee for eligible grant-funded expenditures shall not exceed the Grant Amount. Notwithstanding any other provision of this Agreement, the Grantee understands and agrees that any reduction or termination of Livable Communities Demonstration Account funds made available to the Council may result in a like reduction in the Grant Amount made available to the Grantee.

2.03. Authorized Use of Grant Funds. The Grant Amount made available to the Grantee under this Agreement shall be used only for the purposes and activities described in the application for Livable Communities Act Policy Development Grant Program funds. A summary of the Project (“Project Summary”) that describes eligible uses of the grant funds as approved by the Council is attached to and incorporated into this Agreement as Attachment A. Grant funds must be used to fund the initiatives specified in Minnesota Statutes section 473.25(b), in a Participating Municipality.

2.04. Ineligible Uses. Grant funds must be used for costs directly associated with the Project activities for which the Council awarded grant funds and shall not be used for: land acquisition, demolition, infrastructure, or construction costs; administrative overhead; travel expenses; food or beverages (except reasonable expenses related to eligible community engagement activities in accordance with program guidelines); legal fees; insurance; bonds; permits, licenses or authorization fees; costs associated with preparing grant proposals; operating expenses; planning costs that are not identified as eligible grant-funded activities in the application guide, including comprehensive planning costs; prorated lease and salary costs; and marketing expenses. Grant funds may not be used for any costs related to policy development activities that occurred prior to the Council Action. A detailed list of ineligible and eligible costs is available from the Council’s Livable Communities program office. Grant funds also shall not be used by the Grantee or others to supplant or replace: (a) grant or loan funds obtained for the Project from other sources; or (b) Grantee contributions to the Project, including financial assistance or other resources of the Grantee; or (c) funding or budgetary commitments made by the Grantee or others prior to the Council Action, unless specifically authorized in Attachment A. The Council shall bear no responsibility for cost overruns which may be incurred by the Grantee or others in the implementation or performance of the Project activities. The Grantee agrees to comply with any “business subsidy” requirements of Minnesota Statutes sections 116J.993 to 116J.995 that apply to the Grantee’s expenditures or uses of the grant funds.

2.05. Restrictions on Loans. The Grantee shall not use the grant funds to make loans to any subgrantee, subrecipient, or contractor and the Grantee shall not permit any subgrantee, subrecipient, or contractor to use the grant funds for loans to any subrecipient at any tier. The requirements of this Section 2.05 shall be included in all subgrant and subrecipient agreements, and contracts.

LIVABLE COMMUNITIES ACT
LCA POLICY DEVELOPMENT GRANT PROGRAM

2.06. Project Changes. The Grantee must promptly inform the Council in writing of any significant changes to the Project activities described or identified in Attachment A. Failure to inform the Council of any significant changes to the Project or significant changes to grant-funded Project activities, and use of grant funds for ineligible or unauthorized purposes, may jeopardize the Grantee's eligibility for future LCA awards. Grant funds will not be disbursed prior to Council approval of significant changes to the Project or to the grant-funded activities described or identified in Attachment A.

2.07. Budget Variance. The Grantee may reallocate up to twenty percent (20%) of the Grant Amount among the grant-funded activities, provided: (a) the grant funds may be used only for Policy Development Project activities for which the Council awarded the grant funds; (b) the reallocation does not significantly change the Policy Development Project deliverables; and (c) the Grantee receives written permission from Council staff prior to reallocating any grant funds. Council staff may administratively approve budget reallocation requests that exceed twenty percent (20%) of the Grant Amount only if the reallocation does not significantly change the Policy Development Project deliverables. Notwithstanding the aggregate or net effect of any variances, the Council's obligation to provide grant funds under this Agreement shall not exceed the Grant Amount identified at Page 1 of this Agreement.

2.08. Loss of Grant Funds. The Grantee agrees to remit to the Council in a prompt manner: any unspent grant funds, including any grant funds that are not expended prior to the Expiration Date identified at Page 1 of this Agreement; any grant funds that are not used for the authorized purposes; and any interest earnings described in Section 2.11 that are not used for the purposes of implementing the grant-funded Policy Development Project activities described or identified in Attachment A. For the purposes of this Agreement, grant funds are "expended" prior to the Expiration Date if the Grantee pays or is obligated to pay for expenses of eligible grant-funded Policy Development Project activities that occurred prior to the Expiration Date and the eligible expenses were incurred prior to the Expiration Date. Unspent or unused grant funds and other funds remitted to the Council shall revert to the Council's Livable Communities Demonstration Account for distribution through application processes in future Funding Cycles or as otherwise permitted by law.

2.09. Payment Request Forms and Disbursements. Subject to the terms and conditions in Section 2.10, the Council will disburse grant funds in response to payment requests submitted by the Grantee through the Council's online grants management system and reviewed and approved by the Council's authorized agent. Payment requests shall be made using payment request forms, the form and content of which will be determined by the Council. Payment request and other reporting forms will be provided to the Grantee by the Council. The Council will disburse grant funds on a reimbursement basis or a "cost incurred" basis. To obtain reimbursement under this Agreement, the Grantee shall provide the Council with evidence that Project activities (or a portion thereof) for which reimbursement is requested have been satisfactorily completed. The Grantee shall describe the grant-eligible activities for which reimbursement is requested and shall provide sufficient documentation of grant-eligible expenditures, invoices and payment documents, and such other information as the Council reasonably requests. The Council will make the final determination whether the expenditures are eligible for reimbursement under this Agreement and verify the total amount requested from the Council. Reimbursement of any cost does not constitute a waiver by the Council of any Grantee noncompliance with this Agreement.

LIVABLE COMMUNITIES ACT
LCA POLICY DEVELOPMENT GRANT PROGRAM

The Council shall disburse grant funds for grant-eligible expenditures within thirty-five (35) days of the receipt of satisfactory documentation from the Grantee. **NOTWITHSTANDING THE PROVISIONS OF THIS SECTION 2.09, THE COUNCIL WILL NOT DISBURSE ANY GRANT FUNDS TO THE GRANTEE UNLESS THE GOVERNING BODY OF THE GRANTEE HAS ADOPTED A FAIR HOUSING POLICY AS REQUIRED BY SECTION 5.12.**

2.10 Partial Disbursements; Final Payment. The Council will disburse seventy-five percent of the amount of each payment request submitted under Section 2.09. The Council will pay the twenty-five percent withheld when the Grantee: (a) completes the Project; (b) submits a final request for payment and the Final Report required under Section 3.03; and (c) provides documentation evidencing the Grantee's or the Participating Municipality's submittal of the development policy to the governing body of the Grantee or the governing body of the Participating Municipality. **If a final policy is not submitted to the governing body of the Grantee or the governing body of the Participating Municipality within the term and closeout period under Section 4.01,** the Council will not be obligated to disburse the twenty five percent withheld and the withheld grant funds shall revert to the Council's Livable Communities Demonstration Account for distribution through application processes in future Funding Cycles or as otherwise permitted by law.

2.11 Interest Earnings. If the Grantee earns any interest or other income from the grant funds received from the Council under this Agreement, the Grantee will use the interest earnings or income only for the purposes of implementing the Policy Development Project activities described or identified in Attachment A.

III. ACCOUNTING, AUDIT AND REPORT REQUIREMENTS

3.01. Accounting and Records. The Grantee agrees to establish and maintain accurate and complete accounts and records relating to the receipt and expenditure of all grant funds received from the Council. Notwithstanding the expiration and termination provisions of Sections 4.01 and 4.02, such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years following the completion of the Policy Development Project activities described or identified in Attachment A or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Accounting methods shall be in accordance with generally accepted accounting principles.

3.02. Audits. The above accounts and records of the Grantee shall be audited in the same manner as all other accounts and records of the Grantee are audited and may be audited or inspected on the Grantee's premises or otherwise by individuals or organizations designated and authorized by the Council at any time, following reasonable notification to the Grantee, for a period of six (6) years following the completion of the Policy Development Project activities or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Pursuant to Minnesota Statutes section 16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the Grantee that are relevant to this Agreement are subject to examination by the Council and either the Legislative Auditor or the State Auditor, as appropriate, for a minimum of six (6) years.

3.03. Report Requirements. The Grantee will report to the Council on a semi-annual basis by January 31 (for the period July 1 through December 31) and July 31 (for the period January 1 through

LIVABLE COMMUNITIES ACT
LCA POLICY DEVELOPMENT GRANT PROGRAM

June 30) of each calendar year during the term of this Agreement. The Grantee reports shall describe the status of the Policy Development Project activities described or identified in Attachment A. The reports shall also describe the project spending for the current reporting period and projected spending for future reporting periods. The Grantee must complete and submit to the Council a Final Report before the final disbursement of grant funds will be approved. The form and content of the Final Report will be determined by the Council. These reporting requirements shall survive the expiration or termination of this Agreement.

IV. AGREEMENT TERM

4.01. Term and Closeout. This Agreement is effective (the “Effective Date”) upon execution of this Agreement by the Council. Unless terminated pursuant to Section 4.02, this Agreement expires on the “Expiration Date” identified at Page 1 of this Agreement. Failure of the Grantee to timely execute this Agreement does not extend the Expiration Date. The Grantee has 120 calendar days after the Expiration Date to provide documentation and information necessary to closeout this Agreement and receive disbursements for eligible grant-funded Policy Development Project activities as prescribed in Section 2.03. If the Grantee fails to provide necessary documentation and information during this 120-day closeout period, the Grantee shall not be eligible to receive any unpaid grant funds and the Council will not disburse any unpaid grant funds to the Grantee. This 120-day closeout period does not extend any Grantee reporting deadlines established in this Agreement or authorize the Grantee to expend or commit any grant funds after the Expiration Date. **ALL GRANT FUNDS NOT EXPENDED BY THE GRANTEE PRIOR TO THE EXPIRATION DATE AND REQUESTED FOR REIMBURSEMENT PRIOR TO THE END OF THE CLOSEOUT PERIOD SHALL REVERT TO THE COUNCIL.**

4.02. Termination. This Agreement may be terminated by the Council for cause at any time upon fourteen (14) calendar days’ written notice to the Grantee. Cause shall mean a material breach of this Agreement and any amendments of this Agreement. If this Agreement is terminated prior to the Expiration Date, the Grantee shall receive payment on a pro rata basis for eligible Project activities described or identified in Attachment A that have been completed prior to the termination. Termination of this Agreement does not alter the Council’s authority to recover grant funds on the basis of a later audit or other review and does not alter the Grantee’s obligation to return any grant funds due to the Council as a result of later audits or corrections. If the Council determines the Grantee has failed to comply with the terms and conditions of this Agreement and the applicable provisions of the Metropolitan Livable Communities Act, the Council may take any action to protect the Council’s interests and may refuse to disburse additional grant funds and may require the Grantee to return all or part of the grant funds already disbursed.

4.03. Amendments and Extension. The Council and the Grantee may amend this Agreement by mutual agreement. Amendments or an extension of this Agreement shall be effective only on the execution of written amendments signed by authorized representatives of the Council and the Grantee. If the Grantee needs a change to the Project, additional time within which to complete the grant-funded activities, a change in the budget, or a change in grant-funded activities the Grantee must submit to the Council **AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE**, a complete, written amendment request. All requirements must be met for a request to be considered complete. **THE EXPIRATION DATE MAY BE EXTENDED BASED ON METROPOLITAN**

LIVABLE COMMUNITIES ACT
LCA POLICY DEVELOPMENT GRANT PROGRAM

COUNCIL POLICY, BUT THE PERIOD OF ANY EXTENSION(S) SHALL NOT EXCEED ONE (1) YEAR BEYOND THE ORIGINAL EXPIRATION DATE IDENTIFIED AT PAGE 1 OF THIS AGREEMENT.

V. GENERAL PROVISIONS

5.01. Equal Opportunity. The Grantee agrees it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, gender identity, marital status, status with regard to public assistance, familial status, membership or activity in a local civil rights commission, disability, sexual orientation or age and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

5.02. Conflict of Interest. The members, officers, and employees of the Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

5.03. Liability. Subject to the limitations provided in Minnesota Statutes chapter 466, to the fullest extent permitted by law, the Grantee shall defend, indemnify, and hold harmless the Council and its members, employees, and agents from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the conduct or implementation of the Project activities funded by this grant, except to the extent the claims, damages, losses, and expenses arise from the Council's own negligence. Claims included in this indemnification include, without limitation, any claims asserted pursuant to the Minnesota Environmental Response and Liability Act (MERLA), Minnesota Statutes chapter 115B, the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended, United States Code, title 42, sections 9601 *et seq.*, and the federal Resource Conservation and Recovery Act of 1976 (RCRA) as amended, United States Code, title 42, sections 6901 *et seq.* This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which otherwise would exist between the Council and the Grantee. The provisions of this section shall survive the expiration or termination of this Agreement. This indemnification shall not be construed as a waiver on the part of either the Grantee or the Council of any immunities or limits on liability provided by Minnesota Statutes chapter 466, or other applicable state or federal law.

5.04. Acknowledgments and Signage. The Grantee will acknowledge the financial assistance provided by the Council in promotional materials, press releases, reports and publications relating to the Project. The acknowledgment will contain the following or similar language:

*Funding support for this project was provided by the Metropolitan
Council Metropolitan Livable Communities Fund.*

The acknowledgment should refer to the "Metropolitan Council" (not "Met Council" or "Metro Council").

5.05. Permits, Bonds and Approvals. The Council assumes no responsibility for obtaining any applicable local, state, or federal licenses, permits, bonds, authorizations, or approvals necessary to perform or complete any Project activities described or identified in Attachment A.

LIVABLE COMMUNITIES ACT
LCA POLICY DEVELOPMENT GRANT PROGRAM

5.06. Subgrantees, Contractors and Subcontractors. The Grantee shall include in any subgrant, contract or subcontract for Project activities appropriate provisions to ensure subgrantee, contractor, and subcontractor compliance with all applicable state and federal laws and this Agreement. Along with such provisions, the Grantee shall require that contractors and subcontractors performing work covered by this grant comply with all applicable state and federal Occupational Safety and Health Act regulations.

5.07. Stormwater Discharge and Water Management Plan Requirements. To the extent appropriate, the Project should include consideration of stormwater discharge and water management plan requirements in federal and state laws, the Council's *2040 Water Resources Policy Plan*, and the local water management plan(s) for the jurisdiction(s) within which the Project Area is located.

5.08. Authorized Agent. Payment request forms, written progress reports, and correspondence submitted to the Council pursuant to this Agreement shall be directed to the Authorized Agent named below or their successor through the Council's online grants administration portal or to the below contact information:

Attn: Samuel F. Johnson
Metropolitan Council
CD & MTS Finance and Administration
390 Robert Street North
Saint Paul, Minnesota 55101-1805
samuel.johnson@metc.state.mn.us

5.09. Non-Assignment. Minnesota Statutes section 473.253, subdivision 2, requires the Council to distribute grant funds to eligible "municipalities," metropolitan-area counties, or "development authorities" for projects in municipalities participating in the Local Housing Incentives Account program. Accordingly, this Agreement is not assignable and shall not be assigned by the Grantee.

5.10. Authorization to Reproduce Images. The Grantee certifies that the Grantee: (a) is the owner of any renderings, images, perspectives, sections, diagrams, photographs or other copyrightable materials (collectively, "copyrightable materials") that are in the Grantee's application or are submitted to the Council as part of the grant application review process or after grant award, or that the Grantee is fully authorized to grant permissions regarding the copyrightable materials; and (b) the copyrightable materials do not infringe upon the copyrights of others. The Grantee agrees the Council has a nonexclusive royalty-free license and all necessary permissions to reproduce and publish the copyrightable materials for noncommercial purposes, including but not limited to press releases, presentations, reports, and on the internet. The Grantee also agrees the Grantee will not hold the Council responsible for the unauthorized use of the copyrightable materials by third parties.

5.11. Warranty of Legal Capacity. The individuals signing this Agreement on behalf of the Grantee and on behalf of the Council represent and warrant on the Grantee's and the Council's behalf respectively that the individuals are duly authorized to execute this Agreement on the Grantee's and the Council's behalf respectively and that this Agreement constitutes the Grantee's and the Council's valid, binding, and enforceable agreements.

LIVABLE COMMUNITIES ACT
LCA POLICY DEVELOPMENT GRANT PROGRAM

5.12. Fair Housing Policy. If the Project will include a housing component, the governing body of the Grantee must have adopted a Fair Housing Policy. For the purposes of this section, the term “Fair Housing Policy” means a written statement regarding the Grantee’s commitment to fair housing that substantively includes at least the following elements: a purpose statement; procedures for responding to fair housing concerns and complaints; and a designated individual or staff position responsible for fair housing issues. A best practices guide, as well as a copy of a model local fair housing policy is available at: <https://metro council.org/Handbook/Files/Resources/Best-Practices/Fair-Housing-Policy-Guide.aspx>.

5.13. Counterparts. This Agreement may be executed in counterpart, each of which counterpart constitutes an original, but both of which together constitute one instrument.

5.14. Electronic Signatures. The electronic signatures of the Council’s and the Grantee’s authorized representatives shall be valid as the original signatures of the authorized representatives and shall be effective to bind the Council and the Grantee under this Agreement. This Agreement containing, or to which there is affixed, an electronic signature shall be deemed to (a) be “written” or “in writing”; (b) have been signed; and (c) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. “Electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. The Council’s or the Grantee’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

This space intentionally left blank. Signature page follows.

LIVABLE COMMUNITIES ACT
LCA POLICY DEVELOPMENT GRANT PROGRAM

IN WITNESS WHEREOF, the Grantee and the Council have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date of final execution by the Council.

CITY OF NEW BRIGHTON

METROPOLITAN COUNCIL

By: _____

By: _____

Title: _____

LisaBeth Barajas, Executive Director
Community Development Division

Date: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Approved as to form:

By: _____

Title: _____

Date: _____

ATTACHMENT A

POLICY DEVELOPMENT PROJECT SUMMARY

This attachment comprises this page and the succeeding page(s) which contain(s) a summary of the Project described in the application for Livable Communities Act Policy Development Grant Program grant funds submitted in response to the Council's notice of availability of Livable Communities Act Policy Development Grant Program funds for the Funding Cycle identified at Page 1 of this Agreement. The summary reflects the Project activities for which the Grantee was awarded grant funds by the Council Action, and may reflect changes in Project funding sources, changes in funding amounts, or minor changes in the proposed Project that occurred subsequent to application submission. The application is incorporated into this Agreement by reference and is made a part of this Agreement as follows. If the application or any provision of the application conflicts with or is inconsistent with the Council Action, other provisions of this Agreement, or the Project Summary contained in this Attachment A, the terms, descriptions, and dollar amounts reflected in the Council Action or contained in this Agreement and the Project Summary shall prevail. For the purposes of resolving conflicts or inconsistencies, the order of precedence is: (1) the Council Action; (2) this Agreement; (3) the Project Summary and Location(s); and (4) the grant application.

PROJECT SUMMARY

Grant Number: SG-19632
Type: LCDA Policy Development
Applicant: City of New Brighton
Project Name: New Brighton Housing Study Implementation: Accessory Dwelling Units (ADUs)
Project Location: New Brighton
Council District: 2 – Chamblis

Project Detail	
Project Overview	The new policy will set accessory dwelling unit (ADU) regulations in the city with goals to provide housing units at more affordable price points, offer an aging in place option, and increase density in the city.
Support for Award	<ul style="list-style-type: none">• New housing types will be created giving more housing options in the city.• The need for the policy came out of a housing study commissioned by the City last year.
Funding	
Grant Amount	\$36,400
Use of funds	
Amount	Uses and Deliverables to be completed by the end of the grant term
\$36,400	Activity: Consultant Time Deliverable: Final policy that will be presented to City Council for adoption.

Exhibit B:

Contract for Services with Bolton & Menk

(17 pages)

AGREEMENT FOR PROFESSIONAL SERVICES MN

ACCESSORY DWELLING UNIT ORDINANCE

CITY OF NEW BRIGHTON, MINNESOTA and BOLTON & MENK, INC.

This Agreement, made this ____ day of January 2024, by and between CITY OF NEW BRIGHTON, 803 Old Highway 8 NW, New Brighton, Minnesota 55112, (“CLIENT”), and BOLTON & MENK, INC., 12224 Nicollet Avenue, Burnsville, Minnesota 55337, (“CONSULTANT”).

WITNESS, whereas the CLIENT requires professional services in conjunction with ACCESSORY DWELLING UNIT ORDINANCE (“Project”) and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

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

SECTION 1 - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit A.
- B. Upon mutual agreement of the parties, Additional Services may be authorized as described in Paragraph 4.B and this Agreement will be revised accordingly in writing.

SECTION 2 - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section 3 of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to

transmit instructions, receive instructions, receive information, interpret, and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

- F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide such services as may be required for completion of the Project described in this Agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit A.
- H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

SECTION 3 - COMPENSATION FOR SERVICES

A. FEES.

- 1. The CLIENT will compensate the CONSULTANT in accordance with the attached Exhibit B Schedule of Fees ("Schedule of Fees") for the time spent in performance of Agreement services. Total cost of services shall not exceed \$36,400.00 without the prior written consent of CLIENT.
- 2. Additional services as outlined in Section 1.B and 4.B will vary depending upon project conditions and will be billed in addition to the Not-to-Exceed Fee on an hourly basis at the rates described in Exhibit B or as that Exhibit may subsequently be adjusted as described below.
- 3. The attached Schedule of Fees shall apply for services provided through December 31, 2024. Hourly rates may be adjusted by CONSULTANT on an annual basis thereafter to reflect reasonable changes in its operating costs. Adjusted rates will become effective on January 1st of each subsequent year.
- 4. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement, CLIENT agrees to pay any applicable sales taxes.
- 5. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above fees include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.

6. Reimbursable Direct Expenses: Except for those expenses identified in Paragraph 3.A.5, any expenses required to complete the agreed scope of services or identified in this paragraph will be listed separately on the invoice, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work, subject to any limit set forth in Section 3.A.

B. PAYMENTS AND RECORDS

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

SECTION 4 - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. CONSULTANT shall exercise due professional care to comply with applicable federal, state, and local laws, rules, ordinances, and regulations in performing this Agreement. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope or duration of the project from that described in Exhibit A, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. Except for Additional Services required to address emergencies or acts of God that impact the Project, the CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work.

C. LIMITATION OF LIABILITY

1. General Liability of CONSULTANT. For liability other than professional acts, errors, or omissions, and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts and omissions in the non-professional services of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants.
2. Professional Liability of CONSULTANT. With respect to professional acts, errors and omissions and to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by a negligent act, error or omission of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT's liability insurance policies.
3. General Liability of CLIENT. To the fullest extent permitted by law and subject to the maximum limits of liability set forth in Minnesota Statutes Section 466.04, CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants.
4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.
5. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes.

6. CLIENT waives all claims against individuals involved in the services provided by CONSULTANT under this Agreement and agrees that any claim, demand, or suit shall be directed/asserted only against the CONSULTANT's corporate entity.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium.

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

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

F. CONSTRUCTION SERVICES

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

G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third-party use and adaptation or distribution is explicitly authorized by this Agreement.

H. REUSE OF DOCUMENTS

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and

Specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.

2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY

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

J. PERIOD OF AGREEMENT

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

K. HAZARDOUS MATERIALS

1. Except as expressly stated in Exhibit A, the parties acknowledge that CONSULTANT'S Services do not include any services related to Constituents of Concern. If CONSULTANT or any other party encounters, uncovers, or reveals a Constituent of Concern at the Project site or should it become known in any way that such materials may be present at the site or any adjacent areas that may affect the performance of the CONSULTANT's services, then CONSULTANT may, at its option and without liability for consequential or any other damages: 1) suspend performance of Services on the portion of the Project affected thereby until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove such materials, and warrant that the site is in full compliance with applicable laws and regulations; or, 2) terminate this Agreement for cause if it is not practical to continue providing Services.
 - a. Constituent of Concern is defined as asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

L. TERMINATION

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

M. INDEPENDENT CONTRACTOR

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

N. CONTINGENT FEE

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

O. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an Equal Opportunity Employer** and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

P. ASSIGNMENT

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

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section 4 and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

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

S. CONTROLLING LAW

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

T. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the Minnesota District Court Rule 114 Roster, or if mutually agreed at time of dispute submittal, a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

U. MINNESOTA GOVERNMENT DATA PRACTICES ACT (MGDPA)

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the CONSULTANT'S performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The Consultant agrees to abide by these statutes, rules and regulations

and as they may be amended. In the event the CONSULTANT receives a request to release data, it shall notify CLIENT as soon as practical. The CLIENT will give instructions to CONSULTANT concerning release of data to the requesting party and CONSULTANT will be reimbursed as additional services for its reasonable labor and other direct expenses in complying with any MGDPA request, but only to the extent that the request is not due to a negligent, intentional, or willful act or omission by the CONSULTANT or other failure to comply with its obligations under this contract.

V. ETHICAL STANDARDS

No member, officer, employee, or agent of the CLIENT or of a local public body thereof during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the benefits therefrom.

SECTION 5 - SIGNATURES

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

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

CLIENT: City of New Brighton, Minnesota

CONSULTANT: Bolton & Menk, Inc.

Signature

Signature

Craig Schlichting, Director of Community
Assets and Development

Printed Name

Haila Maze

Printed Name

Date

Date

Address for giving notice:

Address for giving notice:

803 Old Highway 8 NW

12224 Nicollet Ave

New Brighton, Minnesota 55112

Burnsville, MN 55337

CLIENT's Representative with authority for
ordering services and transmitting instructions:

Ben Gozola, Assistant Director or Community
Assets and Development

Attachments:

Exhibit A Basic Services (Amended Proposal)

Exhibit B Schedule of Fees

Exhibit A

Basic Services

Revised Proposal 1/16/2024



Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

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

January 16, 2024

Mr. Ben Gozola
Assistant Director of Community Assets and Development
City of New Brighton
803 Old Highway 8
New Brighton, MN 55112

RE: Professional Services Proposal – Code Update for Accessory Dwelling Units

Dear Mr. Gozola,

You have inquired about a cost estimate to update the City's Zoning Ordinance and City Code to include provisions for accessory dwelling units (ADUs). Bolton & Menk is pleased to provide you with a quote for budgeting purposes. Upon your review of this quote, we are happy to work with you to develop a final scope of work and cost estimate.

Potential Scope of Work

Bolton & Menk has developed ADU ordinance language for other clients, most recently Cities of Brooklyn Center and International Falls. Our planners also implement ADU standards in the communities where we provide daily planning services. The anticipated tasks involved in this update are listed below. We have assumed the project will take 4-6 months to complete. This timeline may be shortened or lengthened, depending on the number of issues to be addressed.

Assumptions

This quote is based on the following assumptions:

- City staff provides feedback on a list of options to be considered.
- The update does not include the development of any new zoning districts, or changes in existing processes.

Task 1: Project Initiation and Project Management

Project Kickoff: The Bolton & Menk project team will attend a project kickoff meeting with the City of New Brighton staff to discuss the needs and finalize the scope of work. A kickoff with the Council was held on 9/26/2023 to refine the scope of work.

Issue Identification: Understanding the issues and expectations of staff is essential in defining where our efforts should be focused. We expect the City staff to provide insights and desired outcomes and any community specific items to be considered.

Task 2: Draft Code Language

Research Existing Ordinances: Our team will review several (up to 10) different ADU ordinances to provide some ideas and concepts for consideration into a New Brighton Ordinance

including land use and licensing. We will also review the existing ordinance language and how to best incorporate ADU provisions into the existing ordinance.

Draft Zoning Ordinance: Our team will draft code language addressing ADUs. This language will be provided to staff for review and comments.

Draft Licensing Provisions: Our team will draft code language that addresses ADUs as a licensed business, similar to rental housing. Current rental licensing provisions will be reviewed and draft code language for licensing ADUs will be provided.

Revised Language: Our team will respond to staff comments and provide updated language. This task includes up to two revisions of the initial language.

Review for consistency with Comprehensive Plan: In our experience, it's possible that the Comprehensive Plan may need to be amended to allow for the additional units and increased density. A review of the Comprehensive Plan for consistency with the proposed provisions will be done.

Task 3: Community Engagement

Council check-in: We will meet with the City Council on engagement before engaging the public.

Website survey: We will do two different surveys. We will create and provide a link to an online survey to gather input at the onset from the general public on accessory dwelling units. This survey may include images of ADUs to get specific feedback. And then once a draft ordinance is created, we will provide another online survey to garner feedback on the specific proposal. We would work with the City to push out the survey link on the city's website and city social media or elsewhere.

Equity Commission: We will attend one Equity Commission to get input early on. If the budget allows, we will do a follow-up with the Equity Commission on a draft ordinance.

Town Hall Meeting: We will host one public engagement meeting or open house to garner public input on the subject. This will likely be at the onset of the project to identify issues. It can also be scheduled after draft concepts have been prepared. This can also be modified to be an on-site meeting if it's determined that approach would garner more input. The preferred approach can be discussed at the project kickoff.

In-person on-site meeting: We can provide an opportunity for more engagement by meeting residents where they are. This could include a neighborhood meeting or community events. The budget includes 1 of these meetings to be determined.

At all of the in-person and online engagement opportunities, we can provide materials/handouts in other languages. The proposed budget allows for two handouts in two languages other than English. More can be added at a per page/document price. Depending on availability, we may also be able to have staff present to speak to residents in multiple languages if that is desired.

Task 4: Staff, Planning Commission and City Council Coordination

This process involves regular coordination and updates to the staff, Planning Commission and City Council to review progress and provide direction.

Staff Coordination: Bolton & Menk proposes regular monthly remote check-ins during the course of the project. We anticipate up to four remote staff coordination meetings.

Planning Commission Updates: Bolton & Menk proposes attending regular Planning Commission meetings to review options and potential revisions and to receive feedback. We anticipate up to two Planning Commission meetings.

Other Commissions: If requested, we can also attend the Economic Development Commission to get input on the proposed ordinance. This would be an additional cost.

Task 5: City Code Adoption

This process involves final adoption of the ordinance.

Planning Commission Public Hearing: In addition to gathering Planning Commission input as part of the community engagement process, Bolton & Menk staff will attend a public hearing at the Planning Commission to report on the proposed ADU Ordinance and to answer questions.

City Council Approval: Bolton & Menk staff will attend the City Council meeting to present the proposed ADU Ordinance and answer questions.

Task 6: Implementation tools and Handouts

At the end of the process, we will create an easy-to-understand handout with the licensing and land use regulations for ADUs including graphics. Application materials (pdf's) can be created for the license or conditional use permit. These can be in alternative languages as needed and as the budget allows.

Task 7 Comprehensive Plan Amendment (if needed)

If needed, Bolton and Menk can process a Comprehensive Plan Amendment that would include ADUs and account for the increased density in the Land Use Chapter. This process could be done concurrently with the Zoning Ordinance Amendment.

Estimated Fees

Bolton & Menk estimates the fee to complete the above scope of work is approximately \$36,400. A breakdown of the estimated hours and fee is as follows:


Task 1:	Project Initiation and Management	<i>17 hours</i>	<i>\$3,300</i>
Task 2:	Research and Draft Code Language	<i>43 hours</i>	<i>\$7,300</i>
Task 3:	Community Engagement	<i>71 hours</i>	<i>\$11,400</i>
Task 4:	Staff, Planning Commission and City Council Coordination	<i>32 hours</i>	<i>\$6,000</i>
Task 5:	City Code Adoption	<i>13 hours</i>	<i>\$2,400</i>
Task 6:	Implementation tools/handout	<i>27 hours</i>	<i>\$3,900</i>
Task 7	Comprehensive Plan Amendment (if needed)	<i>11 hours</i>	<i>\$2,000</i>
	Materials, additional printing		<i>\$100</i>
Total Estimate		214 hours	36,400

This does not include cost estimates for interpretation and translation services beyond what is mentioned in this proposal and provided for in the budget in Task 3. These costs can be provided upon request.

Thank you for the opportunity to provide these services to the City. I will serve as your project manager on this project. Please feel free to contact me with any questions. I can be reached at (952) 378-6354 or jenni.faulkner@bolton-menk.com

Sincerely,

BOLTON & MENK, INC.

A handwritten signature in black ink that reads "Jenni Faulkner". The script is cursive and fluid, with the first letters of the first and last names being capitalized and prominent.

Jenni Faulkner
Senior Planner

Cc: Haila Maze, Principal Planner – Bolton & Menk

Exhibit B

Schedule of Fees

2024 SCHEDULE OF FEES

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2024. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. For projects with typical expenses and unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond typical project expenses, non-routine expenses, and expenses beyond the agreed scope of services, such as out of town travel expenses, long travel distances, large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	Hourly Billing Rates
Senior Project Manager	\$180-261
Project Manager	\$145-231
Senior Project Engineer	\$140-216
Project Engineer	\$130-201
Design Engineer	\$115-176
Graduate Engineer	\$120-156
Senior Planner	\$110-231
Planner	\$85-161
Senior Landscape Architect	\$145-216
Landscape Architect	\$130-161
Landscape Designer	\$75-134
Licensed Project Surveyor	\$160-191
Graduate Surveyor	\$125-191
Survey Technician	\$80-189
Senior Technician	\$120-206
Technician	\$85-176
Specialist*	\$95-226
Practice Expert**	\$170-311
Senior Principal	\$200-320
Principal	\$165-286
Administrative/Corporate Specialists	\$50-176
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for survey technicians.

*Specialized role not classified above otherwise, incl. graphic design, project communication, funding support, etc.

**Highly specialized and industry expertise unique to the market or area of discipline.



Agenda Section:	VII
Item:	1
Report Date:	1/17/24
Commission Meeting Date:	1/23/24

REQUEST FOR COMMISISON CONSIDERATION

ITEM DESCRIPTION:	Consideration of a Resolution Vacating a Drainage and Utility Easement Within the Plat of Silver Oaks Estates No. 2, Common Interest Community No. 791
DEPARTMENT HEAD'S APPROVAL:	C65
CITY MANAGER'S APPROVAL:	
No comments to supplement this report	<input checked="" type="checkbox"/> Comments attached <input type="checkbox"/>

15.99 Deadline: ▪ none

Recommendations: ▪ **Approval of the vacation as requested. Recording of the previously approved plat (Silver Oak Estates No 6) will guarantee retention of all needed easements.**

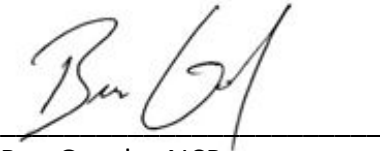
Legislative History: ▪ Silver Oak Estates PRD originally approved in 1973

- PRD Amendment approved in March 2023 to place 3024 18th St NW (the Glodek residence) on its own lot. The change was needed to allow the Glodek's to construct an addition for health care reasons.
- A building permit for the needed addition was issued with the agreement the association would complete needed additional steps over the summer months. Unfortunately, over the summer, Mr. Glodek succumbed to his health issues as the addition was being constructed. Given their loss, neither the City nor the HOA saw benefit in forcing the Glodek family to immediately participate in finalizing the plat issues, so the matter was left open for much of 2023.
- With ample time having now passed, the HOA and Glodek family have applied for a required easement vacation on the property which will finally clear the way to file the new plat.

Financial Impact: ▪ None

Summary: As part of a 2023 PRD amendment for Silver Oak Estates, the homeowner's association was required to clean up an old D&U easement to pave the way for filing of the new plat. Unfortunately, the death of the resident at the center of this effort placed all activities on hold for much of 2023. With ample time now passed, both staff and the HOA are comfortable bringing this final piece forward for Council approval.

Attachments: 1) *Resolution Vacating a Drainage and Utility Easement Within the Plat of Silver Oaks Estates No. 2, Common Interest Community No. 791*

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

RESOLUTION _____
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION VACATING A DRAINAGE AND UTILITY
EASEMENT WITHIN THE PLAT OF SILVER OAKS ESTATES No.
2, COMMON INTEREST COMMUNITY No. 791

WHEREAS, the City Council pursuant to Minnesota Statute §412.851 desires to consider the vacation of a drainage and utility easement that is located on Lot 19, Block 1 of Silver Oaks Estates No. 2, Common Interest Community No. 791; and

WHEREAS, said easement is shown on the attached Exhibit A and is legally described as follows:

All of the drainage and utility easement as created and dedicated over, under, and across Lot 19, Block 1 of Silver Oaks Estates No. 2, Common Interest Community No. 791, County of Ramsey, State of Minnesota, according to the recorded plat thereof.

(the “Easement”); and

WHEREAS, the City Clerk published, posted and mailed notice of a public hearing as required by law, and a public hearing was held on the proposed vacation on the 23rd day of January, 2024; and

WHEREAS, the City Council in its discretion has determined that the vacation will benefit the public interest because the property is being replatted and a new drainage and utility easement will be dedicated to the City in the new plat; and

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

1. The Easement is hereby vacated.
2. The vacation is conditioned upon the following:
 - a. The applicant recording the plat of Silver Oaks Estates Plat No. 6
3. The vacation of the Easement does not include the vacation of the Ponding Easement that is also dedicated on the plat of Silver Oaks Estates No. 2, Common Interest Community No. 791.

ADOPTED this 23rd day of January, 2024, by the New Brighton City Council with a vote of ____ ayes and ____ nays.

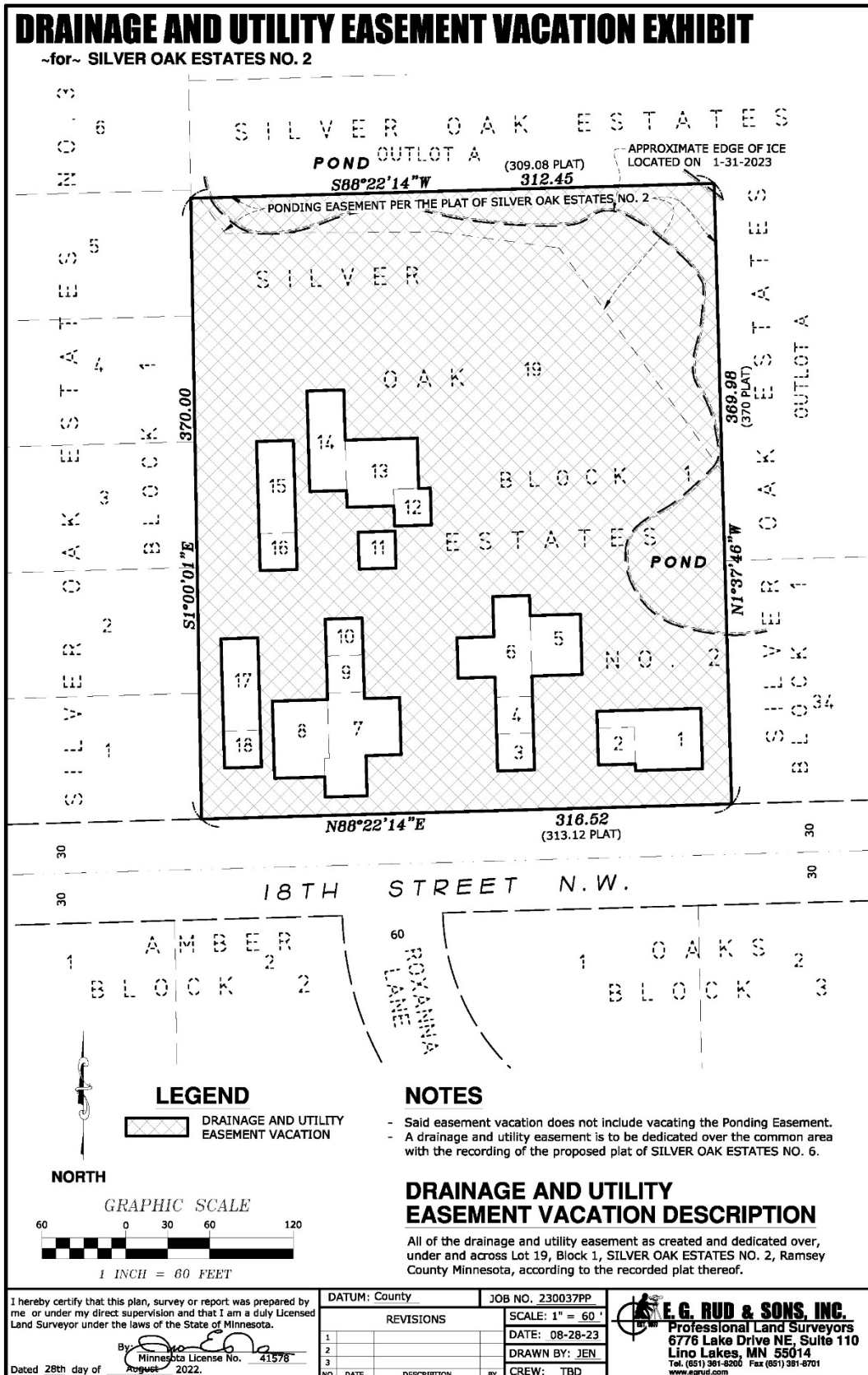
Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

Exhibit A



Item:	VII_2a
Report Date:	1/18/2024
Meeting Date:	1/23/2024

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Public Hearing for Ordinance 899: Commercial Tobacco Licenses	
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"> Ordinance 899: Commercial Tobacco Licenses updates regulations for Tobacco Retail Shops whose primary business is tobacco sales and ends the one-year moratorium on similar licenses that took effect January 30, 2023.
<u>Recommendation(s):</u>	<ul style="list-style-type: none"> To hold a discretionary Public Hearing on proposed Ordinance No. 899: Commercial Tobacco Licenses To adopt Ordinance 899 Amending Article 4 of Chapter 15 (Licenses) of the New Brighton City Code
<u>Applicable Deadlines:</u>	<ul style="list-style-type: none"> The one-year moratorium on tobacco licenses ends January 30, 2024. This ordinance must be adopted at this meeting for new regulations to be published and in effect before the end of the moratorium.
<u>Legislative History:</u>	<ul style="list-style-type: none"> January 24, 2023, the New Brighton City Council approved a one-year moratorium prohibiting new licenses or transfers for commercial tobacco retailers with tobacco product shops. February 7, 2023, the City Council received an educational presentation from the Association for Nonsmokers MN during their work session. October 10, 2023, the City Council conducted a discussion during their work session and provided direction to staff.

	<ul style="list-style-type: none"> December 21, 2023, notice was mailed to all tobacco license holders in New Brighton informing them of the proposed ordinance. January 11, 2024, Notice of the ordinance discussion was posted.
<u>Equity Impact:</u>	<ul style="list-style-type: none"> Reducing youth access and exposure to tobacco has been shown to improve health equity.
<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 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>	<ol style="list-style-type: none"> <i>Ordinance 899: Amending Article 4 of Chapter 15 of the New Brighton City Code</i> <i>Redline Version of Ordinance 899: Amending Article 4 of Chapter 15 of the New Brighton City Code</i> <i>Staff Presentation</i>


 Terri Spangrud
 City Clerk

ORDINANCE NO. 899
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

AN ORDINANCE Regarding Commercial Tobacco Licensing

THE CITY COUNCIL OF THE CITY OF NEW BRIGHTON ORDAINS as follows:

Section 1. New Brighton City Code, Section 15, Article 4 is amended as follows:

Sec. 15-55. Purpose and Findings.

- (1) Because the City recognizes that the sale of commercial tobacco products, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products to persons under the age of 21 violates both state and federal law; and because studies, which the City accepts and adopts, have shown that 37.9 percent of Minnesota high school students have tried a commercial tobacco product; and because nearly 90 percent of people who smoke begin smoking before they have reached the age of 18 years, and 99 percent of smokers first tried smoking before age 26; and because studies show that the tobacco industry practices have contributed to tobacco-related disparities and disproportionately higher tobacco use among certain population groups, including youth, communities of color, persons with lower educational attainment, and persons with low income; and because studies show that youth and young adults are especially susceptible to commercial tobacco product availability, advertising, and price promotions at tobacco retail environments; and because commercial tobacco use has been shown to be the cause of many serious health problems which subsequently place a financial burden on all levels of government; and because tobacco control measures save Minnesota billions in healthcare and productivity costs, this ordinance is intended to regulate the sale of commercial tobacco products, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products for the purpose of enforcing and furthering existing laws to protect youth and young adults against the serious health effects associated with use and initiation, and to further the official public policy of the state to prevent young people from starting to smoke, as stated in Minnesota Statutes Section 144.391, as it may be amended from time to time.
- (2) In making these findings, the City Council accepts the conclusions and recommendations of: the U.S. Surgeon General reports, E-cigarette Use Among Youth and Young Adults (2016), The Health Consequences of Smoking — 50 Years of Progress (2014), and Preventing Tobacco Use Among Youth and Young Adults (2012); the Centers for Disease Control and Prevention in their studies, Tobacco Use Among Middle and High School Students — United States, 2011–2015 (2016), Selected Cigarette Smoking Initiation and Quitting Behaviors Among High School Students, United States, 1997 (1998), and Identifying and Eliminating Tobacco-Related Disparities: Key Outcome Indicators for Evaluating Comprehensive Tobacco Control Programs (2022); and of the following scholars in these scientific journals: Chen, J., & Millar, W. J. (1998). Age of Smoking Initiation:

Implications for Quitting. *Health Reports*, 9(4), 39-46; D'Avanzo, B., La Vecchia, C., & Negri, E. (1994). Age at Starting Smoking and Number of Cigarettes Smoked. *Annals of Epidemiology*, 4(6), 455-459; Everett, S. A., Warren, C. W., Sharp, D., Kann, L., Husten, C. G., & Crossett, L. S. (1999). Initiation of Cigarette Smoking and Subsequent Smoking Behavior Among U.S. High School Students. *Preventive Medicine*, 29(5), 327-333; Giovino, G. A. (2002). Epidemiology of Tobacco Use in the United States. *Oncogene*, 21(48), 7326-7340; Khuder, S. A., Dayal, H. H., & Mutgi, A. B. (1999). Age at Smoking Onset and Its Effect on Smoking Cessation. *Addictive Behaviors*, 24(5), 673-677; Luke, D. A., Hammond, R. A., Combs, T., Sorg, A., Kasman, M., Mack-Crane, A., & Henriksen, L. (2017). Tobacco Town: Computational Modeling of Policy Options to Reduce Tobacco Retailer Density. *American Journal of Public Health*, 107(5), 740-746; Minnesota Department of Health. (2021). Data Highlights from the 2020 Minnesota Youth Tobacco Survey. St. Paul, MN; Public Health Law Center. (2006). *The Verdict Is In: Findings from United States v. Philip Morris, The Hazards of Smoking*. University of California San Francisco. Truth Tobacco Industry Documents, <https://www.industrydocumentslibrary.ucsf.edu/tobacco>; Xu, X., Bishop, E. E., Kennedy, S. M., Simpson, S. A., & Pechacek, T. F. (2015) Annual Healthcare Spending Attributable to Cigarette Smoking: An Update. *American Journal of Preventive Medicine*, 48(3), 326-333; Olson, L. T., Coats, E. M., Rogers, T., Brown, E. M., Nonnemaker, J., Ross, A. M., Delahanty, J., & Xu, X. (2022). Youth Tobacco Use Before and After Local Sales Restrictions on Flavored and Menthol Tobacco Products in Minnesota. *Journal of Adolescent Health*, 70(6), 978-984; Maciosek, M. V., LaFrance, A. B., St Claire, A., Xu, Z., Brown, M., & Schillo, B. A. (2020). Twenty-Year Health and Economic Impact of Reducing Cigarette Use: Minnesota 1998-2017. *Tobacco Control*, 29(5), 564-569, copies of which are adopted by reference.

- (3) The City determines that e-delivery products and e-liquids are particularly attractive to youth and that steps are needed to limit youth exposure and access to such products.
- (4) The City values youth and seeks their input in order to positively raise awareness and seek solutions to problems facing youth, such as tobacco industry targeting and youth tobacco use.
- (5) The City's mission is to ensure an attractive, clean, safe, and inclusive community that enhances the quality of life for all people, and preventing youth tobacco use helps achieve these goals.
- (6) This Article is intended to regulate the sale of tobacco, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products for the purpose of enforcing and furthering existing laws, to protect youth and young adults against the serious effects associated with use and initiation, and to further the official public policy of the State in regard to preventing young people from starting to smoke as stated in Minnesota Statutes Section 144.391.

Sec. 15-56. Definitions.

Except as may otherwise be provided or clearly implied by context, all terms are given their commonly accepted definitions. For the purpose of this Article, the following definitions apply unless the context clearly indicates or requires a different meaning:

Child-resistant packaging. Packaging that meets the definition set forth in code of federal regulations, title 16, section 1700.15(b), as in effect on January 1, 2015, and was tested in accordance with the method described in Code of Federal Regulations, Title 16, Section 1700.20, as in effect on January 1, 2015.

Compliance checks. The system the City uses to investigate and ensure that those authorized to sell licensed products are following and complying with the requirements of this Article. Compliance checks may also be conducted by the City or other units of government for educational, research and training purposes or for investigating or enforcing federal, state or local laws and regulations relating to licensed products.

Electronic delivery device. Any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption through the inhalation of aerosol or vapor from the product. Electronic delivery device includes, but is not limited to, devices manufactured, marketed, or sold as e-cigarettes, e-cigars, e-pipes, vape pens, mods, tank systems, or under any other product name or descriptor. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device does not include any nicotine cessation product that has been authorized by the U.S. Food and Drug Administration to be marketed and for sale as “drugs,” “devices,” or “combination products,” as defined in the Federal Food, Drug, and Cosmetic Act.

Indoor area. All space between a floor and a ceiling that is bounded by walls, doorways, or windows, whether open or closed, covering more than 50 percent of the combined surface area of the vertical planes constituting the perimeter of the area. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent. A standard window screen (0.011 gauge with an 18 by 16 mesh count) is not considered a wall.

Licensed products. The term that collectively refers to any tobacco, tobacco-related device, electronic delivery device, or nicotine or lobelia delivery product.

Moveable place of business. Any form of business operated out of a kiosk, truck, van, automobile, or other type of vehicle or transportable shelter and not a fixed address store front or other permanent type of structure licensed for over-the-counter sales transactions.

Nicotine or lobelia delivery product. Any product containing or delivering nicotine or lobelia, whether natural or synthetic, intended for human consumption, or any part of such a product, that is not tobacco or an electronic delivery device as defined in this section. Nicotine or lobelia delivery product does not include any nicotine cessation product that has been authorized by the U.S. Food and Drug Administration to be marketed and for sale as “drugs,” “devices,” or “combination products,” as defined in the Federal Food, Drug, and Cosmetic Act.

Retail establishment. Any place of business where licensed products are available for sale to the general public. The phrase includes but is not limited to grocery stores, convenience stores, gasoline service stations, bars, and restaurants.

Sale. Any transfer of goods for money, trade, barter, or other consideration.

Smoking. Inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking also includes carrying or using an activated electronic delivery device.

Tobacco product. Any product containing, made, or derived from commercial tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product including but not limited to cigarettes; cigars; hookah; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings, and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco does not include any nicotine cessation product that has been authorized by the U.S. Food and Drug Administration to be marketed and for sale as “drugs,” “devices,” or “combination products,” as defined in the Federal Food, Drug, and Cosmetic Act.

Tobacco products shop. A retail establishment with an entrance door opening directly to the outside that derives more than 90 percent of its gross revenue from the sale of licensed products, admits no person under age 21 for any reason, and in which the sale of other products is merely incidental. "Tobacco products shop" does not include a tobacco products department or section of any individual business establishment with any type of food, liquor, or restaurant license.

Tobacco-related device. Any pipe, rolling papers, or other device intentionally designed or intended to be used in a manner that enables the chewing, sniffing, or smoking of tobacco or tobacco products, including electronic delivery devices. Tobacco-related device includes components of tobacco-related devices which may be marketed or sold separately.

Vending machine. Any mechanical, electric or electronic, or other type of device that dispenses licensed products upon payment of any form by the person seeking to purchase the licensed product.

Youth-oriented facility. Any facility with residents, customers, visitors, or inhabitants of which 25 percent or more are regularly under the age of 21 or that primarily sells, rents, or offers services or products that are consumed or used primarily by persons under the age of 21. Youth-oriented facility include, but is not limited to, schools, playgrounds, recreation centers, and parks.

Sec. 15-57. License.

- (1) **License required.** A license shall be obtained before any person directly, indirectly or by means of any device shall keep for retail sale, sell at retail, or otherwise dispose of licensed products at any place in the City.
- (2) **Application.** Application shall be made on a form as prescribed by the City and shall include:
 - (A) The full name and residential and business addresses and telephone numbers of the applicant, business owner if different from the applicant, and manager, if applicable.

- (B) The location of the building and the part intended to be used by the applicant under the license.
- (C) The kind of business conducted at the location.
- (D) The name of the business for which the license is sought, and the name under which the business is being conducted.
- (E) Any additional information requested by the City on the application form.

Upon receipt of a completed application, the City Clerk will forward the application to the Public Safety Department. The Public Safety Department will conduct an investigation and report the results to the City Clerk. The Clerk will then forward the application to the City Council for action at its next regularly scheduled City Council meeting. If the City Clerk determines that an application is incomplete, it will be returned to the applicant with notice of the information necessary to make the application complete.

- (3) **Action.** The City Council may either approve or deny the license, or it may delay action for a reasonable period of time to complete any investigation of the application or the applicant deemed necessary. If the City Council approves the license, the City Clerk will issue the license to the applicant. If the City Council denies the license, notice of the denial will be given to the applicant along with notice of the applicant's right to appeal the decision.
- (4) **Term.** All licenses issued are valid from April 1 to March 31.
- (5) **Revocation or suspension.** Any license issued may be revoked or suspended following the procedure provided in Section 15-62.
- (6) **Transfers.** All licenses issued are valid only on the premises for which the license was issued and only for the person to whom the license was issued.
- (7) **Moveable place of business.** No license will be issued to a moveable place of business. Only fixed location businesses are eligible to be licensed.
- (8) **License displayed.** The license shall be conspicuously displayed at the licensed business location and shall be exhibited to any authorized person upon request.
- (9) **Minimum clerk age.** Individuals employed by a person licensed under this Article must be at least 18 years of age to sell licensed products.
- (10) **Smoking prohibited.** Smoking is prohibited within the indoor area of any retail establishment licensed under this Article.
- (11) **Samples prohibited.** No person shall distribute samples of any licensed product free of charge or at a nominal cost. The distribution of licensed products as a free donation is prohibited.
- (12) **Maximum number of licenses for tobacco product shops.**

- (A) The number of licenses issued for tobacco products shops under this section shall be limited to no more than four (4), except that any tobacco products shop holding a valid license as of January 23, 2024 is permitted to retain and renew said license. If the maximum number of licenses has already been issued, a licensee that allows its license to expire or has its license revoked shall not be eligible for a new license.
 - (B) Notwithstanding the maximum number of allowed licenses, an applicant who purchases a tobacco products shop holding a current license shall be allowed to apply for and obtain, if eligible, a new license for the business location provided it is obtained within the same license year as the current license or if effective April 1 of a new license year as the selling-owner's license expires on March 31.
 - (C) If the maximum number of licenses has been issued, the City may place persons seeking licensure on a waiting list and allow them to apply on a first-come, first-served basis, as existing licenses are not renewed or are revoked and the number of licenses issued falls below the maximum number allowed. An applicant purchasing a business as described in Section 15-57 (12)(b) is not subject to the waiting list.
- (13) **Proximity of tobacco product shops to youth-oriented facilities.** No new license will be granted to any person for a tobacco product shop location that is within 1,000 feet of a youth-oriented facility, as measured by the shortest line from the property line of the space to be occupied by the proposed licensee to the nearest property line of property containing a youth-oriented facility. Premises with valid tobacco products shop licenses as of January 23, 2024 who are within 1,000 feet of a youth-oriented facility may renew their license for the same location and an applicant who purchases a tobacco products shop holding a current license shall be allowed to apply for and obtain, if eligible, a new license for the business location provided it is obtained within the same license year as the current license or on April 1 of a new license year as the selling-owners' license expires on March 31. If a license for such a premises is revoked, not renewed, or an applicant purchasing the business does not obtain a tobacco products shop license for the premises, then the premises shall be subject to this Section 15-57 (13).

Sec. 15-58. License Fee.

The license fee shall be established by the City's fee schedule. No license fee shall be prorated for a period of less than a year. No license shall be issued until the required license fee has been paid.

Sec. 15-59. Basis for Denial of License.

- (1) Grounds for denying the issuance or renewal of a license include but are

not limited to the following:

- (A) The applicant is under 21 years of age.
 - (B) The applicant has been convicted within the past five years of any violation of a federal, state, or local law, ordinance provision, or other regulation relating to licensed products.
 - (C) The applicant has had a license to sell licensed products suspended or revoked within the preceding 12 months of the date of application.
 - (D) The applicant fails to provide any information required on the application, or provides false or misleading information.
 - (E) The applicant is prohibited by federal, state, or other local law, ordinance, or other regulation from holding a license, including but not limited to Minnesota Statutes Section 270C.72.
- (2) If a license is mistakenly issued or renewed to a person, it will be revoked upon the discovery that the person was ineligible for the license under this Article. Notice of the revocation will be given to the entity along with information on the right to appeal.

Sec. 15-60. Prohibited Acts.

- (1) **In general.** No person shall sell or offer to sell any licensed product:
- (A) That is an individual cigarette, as defined in Minnesota Statutes Section 297F.01, that has been removed from its original retail packaging and offered for individual sale. This section does not prohibit the individual sale of any prepackaged cigar, which is any roll of tobacco, with or without a tip or mouthpiece, and that is hand-constructed, has a wrapper that is made entirely from whole tobacco leaf, has a filler and binder that is made entirely of tobacco, except for adhesives or other materials used to maintain size, texture, or flavor, is not a cigarette, and is intended for individual sale.
 - (B) By means of any type of vending machine.
 - (C) Containing opium, morphine, jimson weed, bella donna, strychnos, cocaine, or other deleterious, hallucinogenic, toxic or controlled substances except nicotine and other substances found naturally in tobacco or added as part of an otherwise lawful manufacturing process. It is not the intention of this provision to ban the sale of lawfully manufactured cigarettes or other products subject to this Article.
 - (D) By any other means, to any other person, on in any other manner or form prohibited by federal, state or other local law, ordinance provision, or other regulation.
- (2) **Legal age.** No person shall sell or give away licensed products to any person under 21 years of age.

- (A) **Age verification.** Licensees must verify by means of government-issued photographic identification that the purchaser is at least 21 years of age. Verification is not required for a person over the age of 30. That the person appeared to be 30 years of age or older does not constitute a defense to a violation of this subsection.
- (B) **Signage.** Notice of the legal sales age and age verification requirement must be posted at each location where licensed products are offered for sale. The required signage, which will be provided to the licensee by the City, must be posted in a manner that is clearly visible to anyone who is or is considering making a purchase.
- (3) **Liquid packaging.** No person shall sell or offer for sale any liquid, whether or not such liquid contains nicotine, which is intended for human consumption and use in an electronic delivery device, in packaging that is not child-resistant. Upon request, a licensee must provide a copy of the certificate of compliance or full laboratory testing report for the packaging used.
- (4) **Sale of certain products.** All licensees shall be subject to the requirements and penalties of Minnesota Statutes Section 461.12, subdivision 2a.

Section 15-61. Compliance Checks and Inspections.

- (1) All licensed premises must be open to inspection by authorized city officials or their designees during regular business hours.
- (2) From time to time, but at least once per year, the city will conduct compliance checks to ensure compliance with all provisions of this ordinance.

In accordance with state law, the city will conduct a compliance check that involves the participation of a person at least 17 years of age, but under the age of 21 to enter the licensed premises to attempt to purchase licensed products. Prior written consent from a parent or guardian is required for any person under the age of 18 to participate in a compliance check. Persons used for the purpose of compliance checks will be supervised by law enforcement or other designated personnel.

Sec. 15-62. Violations and Penalties.

This Section prescribes administrative penalties for violation of this Article. No penalty under this Section shall take effect until the licensee has received written notice of the alleged violation and has had an opportunity for a hearing before the City Council. The notice may be served personally or by mail. The decision of the City Council shall be provided in writing if a violation is determined to have occurred. Judicial appeal shall be as provided for by State law.

- (1) **Licensees.** Any licensee found to have violated this Article, or whose employee violated this Article, will be charged an administrative fine of \$300 for a first violation; \$600 for a second offense at the same licensed premises within a 36-month period; and \$1,000 for a third or subsequent offense at the same location within a 36-month period. Upon the third violation, the license

will be suspended for a period of not less than 30 consecutive days. Upon a fourth violation, the license will be revoked.

- (2) **Other individuals.** Individuals, other than persons under the age of 21, who are found to be in violation of this Article may be charged an administrative fine of \$50 or charged with a petty misdemeanor. If a second violation occurs within five years of the first, the individual may be charged with a misdemeanor, in accordance with Minnesota Statutes Section 609.685, as it may be amended from time to time.
- (3) **Persons under the age of 21.** Persons under the age of 21 who violate this Article may only be subject to non-criminal, non-monetary civil penalties such as tobacco-related education classes, diversion programs, community services, or another penalty that the City determines to be appropriate. The City Council will consult with court personnel, educators, parents, children, and other interested parties to determine an appropriate penalty for persons under the age of 21 in the City. The penalty may be established by ordinance and amended from time to time.
- (4) **Statutory penalties.** If an administrative or other penalty authorized to be imposed by Minnesota Statutes Section 461.12, as it may be amended from time to time, differ from that established in this section, then the higher penalty will prevail.
- (5) Nothing in this Section prohibits or limits the City's ability to, alone or in addition to the penalties described in this Section:
 - (A) Seek prosecution of petty misdemeanor or misdemeanor charges against an individual violating this Article in accordance with this Code or Minnesota Statutes; or
 - (B) Using violations of this Section and Article as grounds for suspension, revocation, or nonrenewal of a license.

Sec. 15-63. Affirmative Defense.

It shall be an affirmative defense to a charge of selling tobacco to a person under 21 years of age that the licensee or individual making the sale relied in good faith upon proof of age as evidenced by:

- (1) A valid driver's license or identification card issued by the State of Minnesota, another state, or a province of Canada which includes the photograph and date of birth of the licensed person; or
- (2) A valid military identification card issued by the United State Department of Defense; or
- (3) In the case of a foreign national from a country other than Canada, a valid passport.

Sec. 15-64. Religious, Spiritual, or Cultural Ceremonies or Practices.

Nothing in this Article prevents the provision of tobacco or tobacco-related devices to any person, including a minor, as part of an indigenous practice or a lawfully recognized religious, spiritual, or cultural ceremony or practice.

Sec. 15-65. Severability.

If any section or provision of this Article is held invalid, such invalidity will not affect other sections or provisions that can be given force and effect without the invalidated section or provision.

Secs. 15-66--15-73. Reserved.

This ordinance shall be in full force and effect from and upon its adoption and publication according to law.

Adopted this 23rd 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

ORDINANCE NO. 899
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

AN ORDINANCE Regarding Commercial Tobacco Licensing

THE CITY COUNCIL OF THE CITY OF NEW BRIGHTON ORDAINS as follows:

Section 1. New Brighton City Code, Section 15, Article 4 is amended as follows:

Sec. 15-55. Purpose and Findings.

- (1) ~~The~~Because the City ~~of New Brighton~~ recognizes that the sale of commercial tobacco products, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products to persons under the age of 21 violates both state and federal law; and because studies, which the City accepts and adopts, have shown that 37.9 percent of Minnesota high school students have tried a commercial tobacco product; and because nearly 90 percent of people who smoke begin smoking before they have reached the age of 18 years, and 99 percent of smokers first tried smoking before age 26; and because studies show that the tobacco industry practices have contributed to tobacco-related disparities and disproportionately higher tobacco use among certain population groups, including youth, communities of color, persons with lower educational attainment, and persons with low income; and because studies show that youth and young adults are especially susceptible to commercial tobacco product availability, advertising, and price promotions at tobacco retail environments; and because commercial tobacco use has been shown to be the cause of severalmany serious health problems which subsequently place a financial burden on all levels of government; and because tobacco control measures save Minnesota billions in healthcare and productivity costs, this Articleordinance is intended to regulate the sale of commercial tobacco products, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products for the purpose of enforcing and furthering existing laws, ~~and~~ to protect ~~minors~~youth and young adults against the serious health effects associated with use and initiation, and to further the official public policy of the state to prevent young people from starting to smoke, as stated in Minnesota Statutes Section 144.391, as it may be amended from time to time.

~~The City also recognizes that the use of tobacco products has devastating health and economic consequences. Tobacco use is the foremost preventable cause of premature death in America. It causes half a million deaths annually and has been responsible for 20.8 million premature deaths in the U.S. over the past 50 years since the first Surgeon General's report on smoking in 1964. This leads to more than \$300 billion in health care and lost worker productivity costs each year. In Minnesota, smoking was responsible for \$3.19 billion in excess medical expenditures and the deaths of 6,312~~

individuals in 2014.

The City further recognizes that young people are particularly susceptible to the addictive properties of tobacco products, and are particularly likely to become lifelong users. An estimated 5.6 million youth aged 18 to 21 are projected to die prematurely from a tobacco-related illness if prevalence rates do not change. National data show that about 95 percent of adult smokers begin smoking before they turn 21. The ages of 18 to 21 are a critical period when many smokers move from experimental smoking to regular, daily use. Electronic delivery device use among minors has recently tripled and is shown to be on the rise among youth. Young minds are particularly susceptible to the addictive properties of nicotine. As a result, approximately 3 out of 4 teen smokers end up smoking into adulthood.

In 2015, the Institute of Medicine concluded that raising the minimum legal sales age for tobacco products nationwide will reduce tobacco initiation, particularly among adolescents aged 15 to 17, improve health across the lifespan, and save lives; and that raising the minimum legal sales age for tobacco products nationwide to 21 would, over time, lead to a 12 percent decrease in smoking prevalence. The Institute of Medicine also predicts that raising the minimum legal sales age for tobacco products nationwide to 21 would result in 223,000 fewer premature deaths, 50,000 fewer deaths from lung cancer, and 4.2 million fewer years of life lost for those born between 2000 and 2019, and would result in near immediate reductions in preterm birth, low birth weight, and sudden infant death syndrome.

Cigar and pipe smokers are more than twice as likely to have decreased lung function compared to non-smokers. Cigar and pipe smokers who also smoke cigarettes may triple their risk of decreased lung function.

Scientific evidence on the toxicity of secondhand tobacco smoke is both overwhelming and indisputable. The complex mixture of gases and particles that make up secondhand smoke (also known as environmental tobacco smoke) contains at least 250 chemicals known to be lethal, including more than 50 that can cause cancer. Medical authorities from around the world have concluded that secondhand smoke exposure causes heart disease, stroke, respiratory disease and lung cancer, has immediate adverse effects on the cardiovascular system, and causes sudden infant death syndrome, acute respiratory infections, ear infections, and asthma attacks in children.

- (2) (1) In making these findings, the City Council accepts the conclusions and recommendations of: the U.S. Surgeon General reports, "E-cigarette Use Among Youth and Young Adults" (2016), "The Health Consequences of Smoking—50 Years of Progress" (2014), and "Preventing Tobacco Use Among Youth and Young Adults" (2012); a BlueCross BlueShield of Minnesota report, "Health Care Costs and Smoking in Minnesota: The Bottom Line" (2017); the Institute of Medicine in their study, "Public Health Implications of Raising the Minimum Age of Legal Access to Tobacco Products" (2015); the Centers for Disease Control and Prevention in their studies, "Tobacco Use Among Middle and High School Students—United States, 2011—2015 (2016)," and "Selected Cigarette Smoking

Initiation and Quitting Behaviors Among High School Students, United States, 1997" (1998), and [Identifying and Eliminating Tobacco-Related Disparities: Key Outcome Indicators for Evaluating Comprehensive Tobacco Control Programs \(2022\)](#); and of the following scholars in these scientific journals: ~~Xin Xu et al., "Annual Healthcare Spending Attributable to Cigarette Smoking: An Update"~~ [Chen, J., & Millar, W. J. Prev. Med. 48\(3\): 326-33 \(Mar. 2015\); Giovino GA, "Epidemiology of Tobacco Use in the United States," Oncogene \(2002\) 21, 7326-40; Khuder SA, et al., "Age at Smoking Onset and its Effect on Smoking Cessation," Addictive Behavior 24\(5\):673-7, September-October 1999\(1998\). Age of Smoking Initiation: Implications for Quitting. Health Reports, 9\(4\), 39-46; D'Avanzo, B, et al., "La Vecchia, C., & Negri, E. \(1994\). Age at Starting Smoking and Number of Cigarettes Smoked," Annals of Epidemiology, 4\(6\): 455-59, November 1994; Chen, J & Millar, WJ, "Age of Smoking Initiation: Implications for Quitting," Health Reports 9\(4\):39-46, Spring 1998 459; Everett SA, et al S. A., "Warren, C. W., Sharp, D., Kann, L., Husten, C. G., & Crossett, L. S. \(1999\). Initiation of Cigarette Smoking and Subsequent Smoking Behavior Among U.S. High School Students," Preventive Medicine, 29\(5\): 327-33, November 1999; and Rodriguez J, Jiang 333; Giovino, G. A. \(2002\). Epidemiology of Tobacco Use in the United States. Oncogene, 21\(48\), 7326-7340; Khuder, S. A., Dayal, H. H., & Mutgi, A. B. \(1999\). Age at Smoking Onset and Its Effect on Smoking Cessation. Addictive Behaviors, 24\(5\), 673-677; Luke, D. A., Hammond, R. A., Johnson WC, MacKenzie BA, Smith LJ, Barr RG; The Association of Pipe and Cigar Use With Cotinine Levels, Lung Function, and Airflow Obstruction: A Cross-sectional Study; Ann Intern Med. 2010;152:201-210 \[Combs, T., Sorg, A., Kasman, M., Mack-Crane, A., & Henriksen, L. \\(2017\\). Tobacco Town: Computational Modeling of Policy Options to Reduce Tobacco Retailer Density. American Journal of Public Health, 107\\(5\\), 740-746; Minnesota Department of Health. \\(2021\\). Data Highlights from the 2020 Minnesota Youth Tobacco Survey. St. Paul, MN; Public Health Law Center. \\(2006\\). The Verdict Is In: Findings from United States v. Philip Morris, The Hazards of Smoking. University of California San Francisco. Truth Tobacco Industry Documents, <https://www.industrydocumentslibrary.ucsf.edu/tobacco>; Xu, X., Bishop, E. E., Kennedy, S. M., Simpson, S. A., & Pechacek, T. F. \\(2015\\) \\[Annual Healthcare Spending Attributable to Cigarette Smoking: An Update. American Journal of Preventive Medicine, 48\\\(3\\\), 326-333; Olson, L. T., Coats, E. M., Rogers, T., Brown, E. M., Nonnemaker, J., Ross, A. M., Delahanty, J., & Xu, X. \\\(2022\\\). Youth Tobacco Use Before and After Local Sales Restrictions on Flavored and Menthol Tobacco Products in Minnesota. Journal of Adolescent Health, 70\\\(6\\\), 978-984; Maciosek, M. V., LaFrance, A. B., St Claire, A., Xu, Z., Brown, M., & Schillo, B. A. \\\(2020\\\). Twenty-Year Health and Economic Impact of Reducing Cigarette Use: Minnesota 1998-2017. Tobacco Control, 29\\\(5\\\), 564-569.\\]\\(#\\) copies of which are adopted by reference.\]\(#\)](#)

(3) ~~(2)~~-The City determines that e-delivery products and e-liquids are particularly attractive to youth and that steps are needed to limit youth exposure and access to such products.

(4) ~~(3)~~-The City values youth and seeks their input in order to positively raise awareness and seek solutions to problems facing youth, such as tobacco

industry targeting and youth tobacco use.

(5) ~~(4)~~ The City's mission is to ensure an attractive, clean, safe, and inclusive community that enhances the quality of life for all people, and preventing youth tobacco use helps achieve these goals.

(6) ~~(5)~~ This Article is intended to regulate the sale of tobacco, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products for the purpose of enforcing and furthering existing laws, to protect youth and young adults against the serious effects associated with use and initiation, and to further the official public policy of the State in regard to preventing young people from starting to smoke as stated in Minnesota Statutes Section 144.391.

Sec. 15-56. Definitions.

Except as may otherwise be provided or clearly implied by context, all terms are given their commonly accepted definitions. For the purpose of this Article, the following definitions apply unless the context clearly indicates or requires a different meaning:

Child-resistant packaging. Packaging that meets the definition set forth in code of federal regulations, title 16, section 1700.15(b), as in effect on January 1, 2015, and was tested in accordance with the method described in Code of Federal Regulations, Title 16, Section 1700.20, as in effect on January 1, 2015.

~~**Cigar.** Any roll of tobacco that is wrapped in tobacco leaf or in any other substance containing tobacco, with or without a tip or mouthpiece, which is not a cigarette as defined in Minnesota Statutes Section 297F.01, subdivision 3, as may be amended from time to time.~~

Compliance checks. The system the City uses to investigate and ensure that those authorized to sell licensed products are following and complying with the requirements of this Article.

~~Compliance checks involve the use of persons under the age of 21 who purchase or attempt to purchase licensed products.~~ Compliance checks may also be conducted by the City or other units of government for educational, research and training purposes or for investigating or enforcing federal, state or local laws and regulations relating to licensed products.

Electronic delivery device. Any product containing or delivering nicotine, lobelia, or any other substance , whether natural or synthetic, intended for human consumption through the inhalation of aerosol or vapor from the product. Electronic delivery device includes, but is not limited to, devices manufactured, marketed, or sold as e-cigarettes, e-cigars, e-pipes, vape pens, mods, tank systems, or under any other product name or descriptor. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device does not include any nicotine cessation product that has been ~~approved or certified~~ authorized by the ~~United States~~ U.S. Food and Drug Administration ~~for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is to be~~ marketed and ~~sold for such an approved purpose.~~

~~**Hookah.** A pipe with a long flexible tube by which the smoke is drawn through a~~

~~jar of water and thus cooled for the use of tobacco or tobacco-related~~ sale as “drugs,” “devices,” or “combination products,” as defined in the Federal Food, Drug, and Cosmetic Act.

Indoor area. All space between a floor and a ceiling that is bounded by walls, doorways, or windows, whether open or closed, covering more than 50 percent of the combined surface area of the vertical planes constituting the perimeter of the area. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent. A standard window screen (0.011 gauge with an 18 by 16 mesh count) is not considered a wall.

Licensed products. The term that collectively refers to any tobacco, tobacco-related device, electronic delivery device, or nicotine or lobelia delivery product.

~~**Loosies.** The common term used to refer to single or individually packaged cigars or cigarettes, or any other licensed product that has been removed from its intended retail packaging and offered for sale.~~

Moveable place of business. Any form of business operated out of a kiosk, truck, van, automobile, or other type of vehicle or transportable shelter and not a fixed address store front or other permanent type of structure ~~authorized~~ licensed for over-the-counter sales transactions.

Nicotine or lobelia delivery product. Any product containing or delivering nicotine or lobelia, whether natural or synthetic, intended for human consumption, or any part of such a product, that is not tobacco or an electronic delivery device as defined in this section. Nicotine or lobelia delivery product does not include any nicotine cessation product that has been ~~approved or otherwise certified for legal sale~~ authorized by the ~~United States~~ U.S. Food and Drug Administration ~~for tobacco use cessation or for other medical purposes, and is being to be~~ marketed and ~~sold solely for that approved purpose~~ sale as “drugs,” “devices,” or “combination products,” as defined in the Federal Food, Drug, and Cosmetic Act.

Retail establishment. Any place of business where licensed products are available for sale to the general public. The phrase includes but is not limited to grocery stores, convenience stores, gasoline service stations, bars, and restaurants.

Sale. Any transfer of goods for money, trade, barter, or other consideration.

~~**Sampling.** The lighting of tobacco, tobacco products, tobacco-related devices or the activation of and inhaling of vapor from electronic cigarettes in a retail establishment by a customer or potential customer for the purpose of sampling the product or device before a purchase.~~

Smoking. Inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated product, ~~whether natural or synthetic~~, containing, made, or derived from nicotine, tobacco, ~~marijuana~~, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking also includes carrying or using an activated electronic delivery device.

Tobacco product. Any product containing, made, or derived from commercial tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or

accessory of a tobacco product including but not limited to cigarettes; cigars; hookah; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings, and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco does not include any nicotine cessation product that has been approved ~~authorized~~ by the ~~United States~~ U.S. Food and Drug Administration to be marketed and for sale as ~~a tobacco cessation product, as a tobacco dependence product~~ "drugs," "devices," or for other medical purposes, and is being marketed and sold solely for such an approved purpose "combination products." as defined in the Federal Food, Drug, and Cosmetic Act.

Tobacco products shop. A retail establishment with an entrance door opening directly to the outside that derives more than 90 percent of its gross revenue from the sale of ~~tobacco, tobacco-related~~ licensed products, ~~and tobacco-related devices~~ admits no person under age 21 for any reason, and in which the sale of other products is merely incidental. "Tobacco products shop" does not include a tobacco products department or section of any individual business establishment with any type of food, liquor, or restaurant license.

Tobacco-related device. Any pipe, rolling papers, or other device intentionally designed or intended to be used in a manner that enables the chewing, sniffing, or smoking of tobacco or tobacco products, including electronic delivery devices. Tobacco-related device includes components of tobacco-related devices which may be marketed or sold separately.

~~**Vapor lounge.** A vapor products shop which allows customers to be seated.~~

~~**Vapor products shop.** A retail establishment with an entrance door opening directly to the outside that derives more than 90 percent of its gross revenue from the sale of electronic delivery devices, electronic cigarettes, and related products and in which the sale of other products is merely incidental. "Vapor products shop" does not include a vapor products department or section of any individual business establishment with any type of food, liquor, or restaurant license.~~

Vending machine. Any mechanical, electric or electronic, or other type of device that dispenses licensed products upon ~~the insertion of money, tokens, or other form of payment~~ directly into the machine of any form by the person seeking to purchase the licensed product.

Youth-oriented facility. Any facility with residents, customers, visitors, or inhabitants of which 25 percent or more are regularly under the age of 21 or that primarily sells, rents, or offers services or products that are consumed or used primarily by persons under the age of 21. Youth-oriented facility include, but is not limited to, schools, playgrounds, recreation centers, and parks.

Sec. 15-57. License.

- (1) **License required.** A license shall be obtained before any person directly, indirectly or by means of any device shall keep for retail sale, sell at retail, or otherwise dispose of licensed products at any place in the City.

~~(2)~~ **(2) Application.** Application shall be made on a form as prescribed by the City and

shall include:

- (A) The full name and residential and business addresses and telephone numbers of the applicant, business owner if different from the applicant, and manager, if applicable.
- (B) The location of the building and the part intended to be used by the applicant under the license.
- (C) The kind of business conducted at the location.
- (D) The name of the business for which the license is sought, and the name under which the business is being conducted.
- (E) Any additional information requested by the City on the application form.

Upon receipt of a completed application, the City Clerk will forward the application to the Public Safety Department. The Public Safety Department will conduct an investigation and report the results to the City Clerk. The Clerk will then forward the application to the City Council for action at its next regularly scheduled City Council meeting. If the City Clerk determines that an application is incomplete, it will be returned to the applicant with notice of the information necessary to make the application complete.

- (3) **Action.** The City Council may either approve or deny the license, or it may delay action for a reasonable period of time to complete any investigation of the application or the applicant deemed necessary. If the City Council approves the license, the City Clerk will issue the license to the applicant. If the City Council denies the license, notice of the denial will be given to the applicant along with notice of the applicant's right to appeal the decision.
- (4) **Term.** All licenses issued are valid from April 1 to March 31.
- (5) **Revocation or suspension.** Any license issued may be revoked or suspended following the procedure provided in Section 15-62.
- (6) **Transfers.** All licenses issued are valid only on the premises for which the license was issued and only for the person to whom the license was issued.
- (7) **Moveable place of business.** No license will be issued to a moveable place of business. Only fixed location businesses are eligible to be licensed.
- (8) **License displayed.** The license shall be conspicuously displayed at the licensed business location and shall be exhibited to any authorized person upon request.
- (9) **Minimum clerk age.** Individuals employed by a person licensed under this Article must be at least 18 years of age to sell licensed products.

(10) **Smoking prohibited.** Smoking is prohibited within the indoor area of any retail establishment licensed under this Article.

- (11) **Samples prohibited.** No person shall distribute samples of any licensed product free of charge or at a nominal cost. The distribution of licensed products as a free donation is prohibited.
- (12) **Maximum number of licenses for tobacco product shops.**
- (A) The number of licenses issued for tobacco products shops under this section shall be limited to no more than four (4), except that any tobacco products shop holding a valid license as of January 23, 2024 is permitted to retain and renew said license. If the maximum number of licenses has already been issued, a licensee that allows its license to expire or has its license revoked shall not be eligible for a new license.
- (B) Notwithstanding the maximum number of allowed licenses, an applicant who purchases a tobacco products shop holding a current license shall be allowed to apply for and obtain, if eligible, a new license for the business location provided it is obtained within the same license year as the current license or if effective April 1 of a new license year as the selling-owner's license expires on March 31.
- (C) If the maximum number of licenses has been issued, the City may place persons seeking licensure on a waiting list and allow them to apply on a first-come, first-served basis, as existing licenses are not renewed or are revoked and the number of licenses issued falls below the maximum number allowed. An applicant purchasing a business as described in Section 15-57 (12)(b) is not subject to the waiting list.
- (13) **Proximity of tobacco product shops to youth-oriented facilities.** No new license will be granted to any person for a tobacco product shop location that is within 1,000 feet of a youth-oriented facility, as measured by the shortest line from the property line of the space to be occupied by the proposed licensee to the nearest property line of property containing a youth-oriented facility. Premises with valid tobacco products shop licenses as of January 23, 2024 who are within 1,000 feet of a youth-oriented facility may renew their license for the same location and an applicant who purchases a tobacco products shop holding a current license shall be allowed to apply for and obtain, if eligible, a new license for the business location provided it is obtained within the same license year as the current license or on April 1 of a new license year as the selling-owners' license expires on March 31. If a license for such a premises is revoked, not renewed, or an applicant purchasing the business does not obtain a tobacco products shop license for the premises, then the premises shall be subject to this Section 15-57 (13).

Sec. 15-58. License Fee.

The license fee shall be established by the City's fee schedule. No license fee shall

be prorated for a period ~~of less~~ than a year. No license shall be issued until the required license fee has been paid.

Sec. 15-59. Basis for Denial of License.

- (1) Grounds for denying the issuance or renewal of a license include but are not limited to the following:
 - (A) The applicant is under 21 years of age.
 - (B) The applicant has been convicted within the past five years of any violation of a federal, state, or local law, ordinance provision, or other regulation relating to licensed products.
 - (C) The applicant has had a license to sell licensed products suspended or revoked within the preceding 12 months of the date of application.
 - (D) The applicant fails to provide any information required on the application, or provides false or misleading information.
 - (E) The applicant is prohibited by federal, state, or other local law, ordinance, or other regulation from holding a license, including but not limited to Minnesota Statutes Section 270C.72.

~~(1) — Except as may otherwise be provided by law, the existence of any particular ground for denial does not mean that the City must deny the license.~~

- (2) If a license is mistakenly issued or renewed to a person, it will be revoked upon the discovery that the person was ineligible for the license under this Article. Notice of the revocation will be given to the entity along with information on the right to appeal.

Sec. 15-60. Prohibited Acts.

- (1) **In general.** No person shall sell or offer to sell any licensed product:
 - (A) ~~By means of loosies~~ That is an individual cigarette, as defined in Minnesota Statutes Section 15-56297F.01, that has been removed from its original retail packaging and offered for individual sale. This section does not prohibit the individual sale of any prepackaged cigar, which is any roll of tobacco, with or without a tip or mouthpiece, and that is hand-constructed, has a wrapper that is made entirely from whole tobacco leaf, has a filler and binder that is made entirely of tobacco, except for adhesives or other materials used to maintain size, texture, or flavor, is not a cigarette, and is intended for individual sale.
 - (B) By means of any type of vending machine.
 - (C) Containing opium, morphine, jimson weed, bella donna, strychnos, cocaine, ~~marijuana~~, or other deleterious, hallucinogenic, toxic or controlled substances except nicotine and other substances found

naturally in tobacco or added as part of an otherwise lawful manufacturing process. It is not the intention of this provision to ban the sale of lawfully manufactured cigarettes or other products subject to this Article.

- (D) By any other means, to any other person, on in any other manner or form prohibited by federal, state or other local law, ordinance provision, or other regulation.

~~(2) — Smoking prohibitions; sampling allowed.~~

~~(A) — Except as allowed by Minnesota Statutes Section 144.4167, smoking shall be prohibited and no person shall smoke in public places and places of work.~~

~~(B) — Pursuant to Minnesota Statutes Section 144.4167, subdivision 4, tobacco sampling, including sampling of electronic delivery devices and products used in electronic delivery devices, is allowed in a tobacco products shop or vapor products shop.~~

~~(3) — Lounges. Smoking lounges, hookah lounges, and vapor lounges are prohibited.~~

(2) ~~(4)~~ **Legal age.** No person shall sell or give away licensed products to any person under 21 years of age.

(A) Age verification. Licensees must verify by means of government-issued photographic identification that the purchaser is at least 21 years of age. Verification is not required for a person over the age of 30. That the person appeared to be 30 years of age or older does not constitute a defense to a violation of this subsection.

(B) Signage. Notice of the legal sales age and age verification requirement must be posted at each location where licensed products are offered for sale. The required signage, which will be provided to the licensee by the City, must be posted in a manner that is clearly visible to anyone who is or is considering making a purchase.

(3) ~~(5)~~ **Liquid packaging.** No person shall sell or offer for sale any liquid, whether or not such liquid contains nicotine, which is intended for human consumption and use in an electronic delivery device, in packaging that is not child-resistant. Upon request, a licensee must provide a copy of the certificate of compliance or full laboratory testing report for the packaging used.

(4) **Sale of certain products.** All licensees shall be subject to the requirements and penalties of Minnesota Statutes Section 461.12, subdivision 2a.

Section 15-61. Compliance Checks and Inspections.

- (1) All licensed premises must be open to inspection by ~~law enforcement or other~~ authorized ~~City~~city officials ~~or their designees~~ during regular business hours.

- (2) From time to time, but at least ~~twice~~once per year, the ~~City~~city will conduct compliance checks to ensure compliance with all provisions of this ordinance.

In accordance with ~~State~~state law, the ~~City~~city will conduct ~~at least one~~a compliance check that involves the participation of a person ~~between the ages of 15 and 17 and~~ at least ~~one compliance check that involves~~17 years of age, but under the ~~participation~~age of ~~a person between the ages of 18 and 20~~21 to enter the licensed premises to attempt to purchase licensed products. Prior written consent ~~off~~from a parent or guardian is required for any person under the age of 18 to participate in a compliance check. Persons used for the purpose of compliance checks will be supervised by law enforcement or other designated personnel.

Sec. 15-62. Violations and Penalties.

This Section prescribes administrative penalties for violation of this Article. No penalty under this Section shall take effect until the licensee has received written notice of the alleged violation and has had an opportunity for a hearing before the City Council. The notice may be served personally or by mail. The decision of the City Council shall be provided in writing if a violation is determined to have occurred. Judicial appeal shall be as provided for by State law.

- (1) **Licensees.** Any licensee found to have violated this Article, or whose employee violated this Article, will be charged an administrative fine of ~~\$200~~\$300 for a first violation; ~~\$500~~\$600 for a second offense at the same licensed premises within a ~~24~~36-month period; and ~~\$750~~\$1,000 for a third or subsequent offense at the same location within a ~~24~~36-month period. Upon the third violation, the license will be suspended for a period of not less than 30 consecutive days. Upon a fourth violation, the license will be revoked.
- (2) **Other individuals.** Individuals, other than persons under the age of 21, who are found to be in violation of this Article may be charged an administrative fine of \$50~~0~~0 or charged with a petty misdemeanor. If a second violation occurs within five years of the first, the individual may be charged with a misdemeanor, in accordance with Minnesota Statutes Section 609.685, as it may be amended from time to time.
- (3) **Persons under the age of 21.** Persons under the age of 21 who violate this Article may only be subject to non-criminal, non-monetary civil penalties such as tobacco-related education classes, diversion programs, community services, or another penalty that the City determines to be appropriate. The City Council will consult with court personnel, educators, parents, children, and other interested parties to determine an appropriate penalty for persons under the age of 21 in the City. The penalty may be established by ordinance and amended from time to time.
- (4) **Statutory penalties.** If ~~the~~an administrative ~~or other~~or other penalty authorized to be imposed by Minnesota Statutes Section 461.12, as it may be amended from time to time, differ from that established in this section, then the higher penalty will prevail.

~~(A) — Initial Violation. If a licensee or its employee violates any~~

~~provision of this Article, the licensee shall be charged an administrative penalty.~~

~~(B) — **Second Violation.** If a licensee or its employee violates any provision of this Article twice at the same location within 24 months of the initial violation, the licensee shall be charged another administrative penalty.~~

~~(C) — **Third Violation.** If a licensee or its employee violates any provision of this Article for a third time at the same location within 24 months of the initial violation, the licensee shall be charged another administrative penalty and the license shall be suspended for seven days.~~

~~(D) — **Violator.** Any person who sells or gives away tobacco licensed products to a person under 21 years of age shall be charged an administrative penalty. This penalty shall be in addition to the penalty charged under Section 15-62 (4) (A) through (C).~~

~~(5) (E) Nothing in this Article shall prohibit the City from seeking prosecution as a misdemeanor for any alleged violation.~~

~~(F) — In Section prohibits or limits the City's ability to, alone or in addition to misdemeanor prosecution and administrative the penalties, violation of descried in this Article is Section:~~

~~(A) Seek prosecution of petty misdemeanor or misdemeanor charges against an individual violating this Article in accordance with this Code or Minnesota Statutes; or~~

~~(B) Using violations of this Section and Article as grounds for suspension, revocation, or non-renewal of a license.~~

Sec. 15-63. Affirmative Defense.

It shall be an affirmative defense to a charge of selling tobacco to a person under 21 years of age that the licensee or individual making the sale relied in good faith upon proof of age as evidenced by:

- (1) A valid driver's license or identification card issued by the State of Minnesota, another state, or a province of Canada which includes the photograph and date of birth of the licensed person; or
- (2) A valid military identification card issued by the United State Department of Defense; or
- (3) In the case of a foreign national from a country other than Canada, a valid passport.

Sec. 15-64. Religious, Spiritual, or Cultural Ceremonies or Practices.

Nothing in this Article prevents the provision of tobacco or tobacco-related devices to

any person, including a minor, as part of an indigenous practice or a lawfully recognized religious, spiritual, or cultural ceremony or practice.

Sec. 15-65. Severability.

If any section or provision of this Article is held invalid, such invalidity will not affect other sections or provisions that can be given force and effect without the invalidated section or provision.

Secs. 15-66--15-73. Reserved.

This ordinance shall be in full force and effect from and upon its adoption and publication according to law.

Adopted this 23rd 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

Document comparison by Workshare 10.0 on Tuesday, January 9, 2024 7:45:39 PM

Input:	
Document 1 ID	file:///C:/Users/JLS/OneDrive - kennedy-graven.com/Desktop/New Brighton Ord 899 Tobacco PHLC edits 4-13-23 (002).docx
Description	New Brighton Ord 899 Tobacco PHLC edits 4-13-23 (002)
Document 2 ID	file:///C:/Users/JLS/AppData/Local/Temp/Workshare/wmtemp59d0\DOCSOPEN-#923560-v4-Tobacco Ord 899 - TS v32.DOCX
Description	DOCSOPEN-#923560-v4-Tobacco Ord 899 - TS v32
Rendering set	Standard

Legend:	
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Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	142
Deletions	130
Moved from	11
Moved to	11
Style change	0
Format changed	0
Total changes	294

From: [Colleen O'Neil](#)
To: [Kari Niedfeldt-Thomas](#); [Abdullahi Abdulle](#); [Graeme Allen](#); [Emily Dunsworth](#); [Pam Axberg](#)
Cc: [Devin Massopust](#); [Terri Spangrud](#)
Subject: Banning flavor e-cigarettes in New Brighton
Date: Friday, January 19, 2024 1:02:18 PM

Dear Mayor Niedfeldt-Thomas and New Brighton City Council Members,

As the Chemical Health Specialist for the Mounds View school district, I provide direct support to students and families who have challenges related to substance use in our district. I can say with firsthand knowledge that use of commercial tobacco products continues to be of concern for not only myself, but for the administrators and other staff in our schools. Our district continues to try to find ways to confront the rising popularity of e-cigarettes and vaping in our schools, always seeming to be behind the problem, rarely in front of it. Over the past few years, this crisis has become overwhelming due to the wide array of products on the market and this continues to be problematic in our schools.

I applaud the Council for taking positive steps to address commercial tobacco availability in New Brighton. Limiting the number of licensed tobacco retailers in New Brighton will help reduce youth access to commercial tobacco/nicotine products and devices. Students often share that it is quite easy to purchase products in our community and they don't need to go far to find what they need.

Still, the tobacco industry spends billions of dollars per year marketing their products, explicitly targeting kids, people of color and other minority groups. The industry appeals to kids with colorful packaging, social media advertisements and flavors such as cotton candy, "Mountain Dude," cool mint and bubble gum. Flavors like these mask the harsh taste of tobacco, yet they make it harder for users to quit. According to the 2022 Minnesota Student Survey, 5% of 11th grade boys and 10% of 11th grade girls in ISD 621 had vaped in the past 30 days. Of those students, 50% and 88%, respectively, had used a flavored e-cigarette in the past 30 days. These staggering rates of flavored product use among our youth aren't a coincidence.

I encourage the Council to reconsider ending the sale on all flavored commercial tobacco products in New Brighton. Seven in 10 youth say they use e-cigarettes because "they come in flavors [they] like." As a community, we need to continue to invest in our youth and families impacted by use and prevent our young people from starting in the first place. We are doing all we can as a school community, but need your help as well. This cannot be done alone.

I commend you for your previous efforts in creating a healthy community for all, let these steps be the beginning of a conversation, not the end. We must do all we can

to protect our students' health and wellbeing.

If I can be of any help in moving this request forward, please reach out to me.

Colleen O'Neil, LADC

Chemical Health Prevention Specialist

[Referrals for support](#)



651-829-4708 | mvpschools.org

colleen.o'neil@moundviewschools.org

4570 Victoria Street North

Shoreview, MN 55126

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January 19, 2024

Mayor Kari Niedfeldt-Thomas and Members of the New Brighton City Council:

The Association for Nonsmokers-Minnesota (ANSR) strongly supports the City Council's proposed ordinance to cap the number of tobacco licenses in New Brighton.

ANSR is a nonprofit organization dedicated to reducing the human and economic costs of commercial tobacco, nicotine and other drugs in Minnesota. For 50 years, we have helped enact strong public policies to reduce youth commercial tobacco use and advance health equity.

Limiting the number of tobacco retailers in your city will protect your residents' health. Commercial tobacco use rates are higher in areas with higher concentrations of tobacco and e-cigarette retailers. Further, these retailers cluster in neighborhoods with a high percentage of low-income, Black and Latino residents. These communities are targeted by tobacco companies, and they disproportionately suffer the health harms caused by commercial tobacco use.

We applaud your proposed amendments to the city's tobacco ordinance, yet we urge you to go further to best protect your community from a lifetime of addiction and tobacco-related illness. Many Metro cities have taken action to end or restrict the sale of flavored commercial tobacco products, including Arden Hills, Falcon Heights, Shoreview and Roseville. Taking flavored commercial tobacco products off the shelves will help prevent youth tobacco use and reduce health disparities within New Brighton.

Throughout the late 20th century, tobacco industry executives admitted to intentionally targeting young, low-income, LGBTQ+, Hispanic or Latino, Black and American Indian communities with their products. Unsurprisingly, their intentions haven't changed since then. E-cigarettes are marketed to youth online with bright, colorful packaging and tempting flavors. According to the 2022 Minnesota Student Survey, 100% of 9th grade girls in ISD 621 who had vaped in the last 30 days used a flavored e-cigarette.

We support your proposed action to reduce commercial tobacco availability in New Brighton, and we encourage you to reconsider ending the sale of flavored commercial tobacco products to support New Brighton residents' health for generations to come.

Sincerely,

Jeanne Weigum, President




Ordinance 899: Commercial Tobacco Licensing

Terri Spangrud, City Clerk



Ordinance 899: Tobacco Licensing - Background

- **January 10, 2023:**
 - Staff informed Council that New Brighton has a higher rate of standalone tobacco shops than surrounding communities
 - Council supported a licensing moratorium to evaluate potential changes
 - **January 24, 2023:** Council approved one year moratorium prohibiting new licenses and transfers
 - **January 30, 2023:** Interim Ordinance 897 is published establishing moratorium
 - **February 7, 2023:** Council Work Session with educational presentation from Association for Nonsmokers MN
 - **October 10, 2023:** City Council Work Session Discussion
 - **December 21, 2023:** Notice mailed to all tobacco license holders
 - **January 11, 2023:** Notice of Ordinance Discussion posted
- 

Ordinance 899: Tobacco Licensing – Going Forward

- **January 23, 2024:** City Council considers Ordinance 899
 - Discussion & Public Hearing
 - Decision re: Ord. 899
 - Decision re: Resolution authorizing publication by title and summary
- **January 28, 2024:** Ord. published by Title and Summary in the legal newspaper
 - Sunday publication has the largest reach
- **January 29, 2024:** Ord. 899 is in effect
 - This ends the moratorium one day before it expires



What We Know

Number of licenses

- Establishing a license cap is one way to decrease commercial tobacco use in a community
- Number of licenses per capita in New Brighton is higher than surrounding communities
 - New Brighton: 1 standalone tobacco shop per 3,912.5 residents
 - Next highest of surrounding communities is 1 per 5,261 residents (Maplewood)

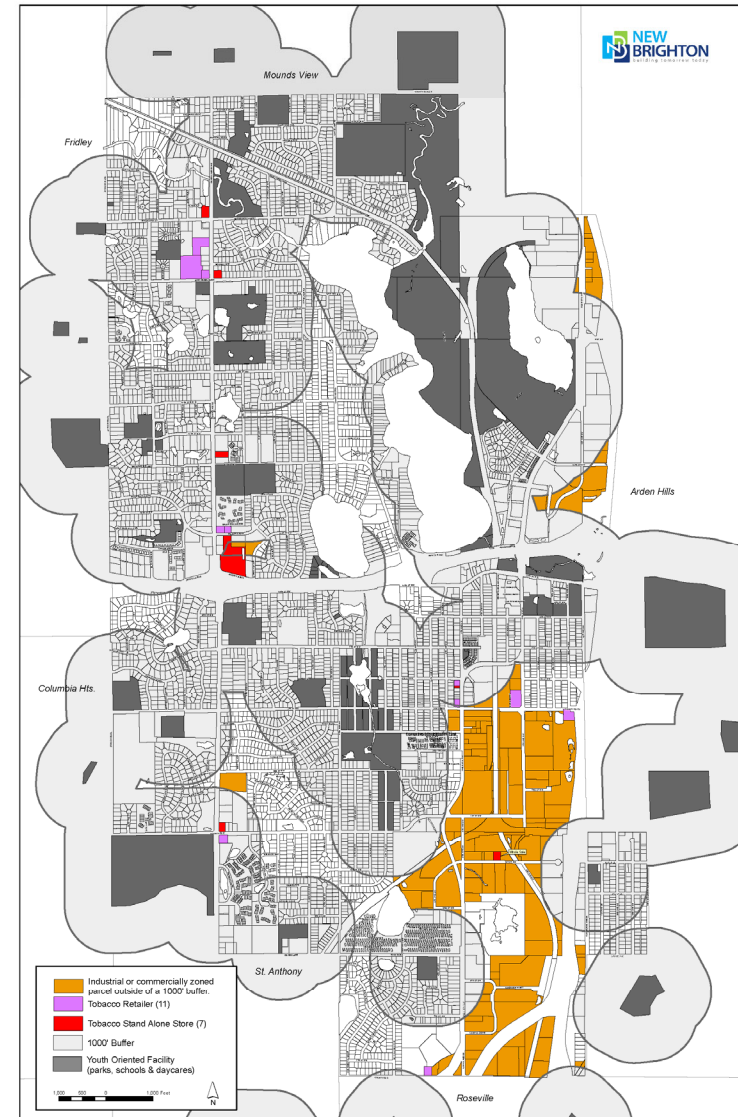
Name of City	Population (2020 census)	Tobacco Retailers	# of Tobacco Shops (90% revenue is tobacco)	Ratio (Tobacco Retailers per capita)	Ratio (Tobacco Shops per capita)
St. Anthony Village	9,274	7		1324.86:1	
Roseville	36,251	26	4	1394.27:1	9,062.75:1
Columbia Heights (Anoka Co)-Molly will do [email sent]	21,978				
Fridley (Anoka Co) [email sent]	29,568				
Mounds View	13,270	8	1	1658.75:1	13,270:1
Arden Hills	9,884	6	1	1647.3:1	9,884:1
New Brighton	23,475	16	6	1467.19:1	3,912.5:1
Shoreview	26,952	11	1	2450.18:1	26,952:1
Vadnais Heights	12,929	10	1	1292.9:1	12,929:1
White Bear Lake	24,883	24		1036.8:1	
North St. Paul	12,364	7	2	1,766.2:1	6,182:1
Maplewood	42,088	38	8	1,107.5:1	5,261:1

What We Know

Proximity to youth-oriented facilities

- Restricting sales near youth-oriented facilities reduces ability of retailers to target kids
- Parcels zoned outside a 1,000-foot buffer of youth-oriented facilities, including parks, schools, and daycares, are shown in orange
- Existing standalone retailers (7) are shown in red
- Mounds View prohibits tobacco retailers from operating within 1,000 feet of a youth-oriented facility and 2,000 feet of another tobacco retailer
- Other adjacent community City Codes are silent in terms of distance requirements


Tobacco Retailer Locations



Ordinance 899: Tobacco Licensing

Sec. 15-57. License.


(13) Proximity of tobacco product shops to youth-oriented facilities. No new license will be granted to any person for a tobacco product shop location that is within 1,000 feet of a youth-oriented facility, as measured by the shortest line from the property line of the space to be occupied by the proposed licensee to the nearest property line of property containing a youth-oriented facility. ...



Ordinance 899: Tobacco Licensing

Sec. 15-56. Definitions.

Youth-oriented facility. Any facility with residents, customers, visitors, or inhabitants of which 25 percent or more are regularly under the age of 21 or that primarily sells, rents, or offers services or products that are consumed or used primarily by persons under the age of 21. Youth-oriented facility include, but is not limited to, schools, playgrounds, recreation centers, and parks.



Ordinance 899: Tobacco Licensing

Sec. 15-57. License.

(13)


Premises with valid tobacco products shop licenses as of January 23, 2024 who are within 1,000 feet of a youth-oriented facility may renew their license for the same location and an applicant who purchases a tobacco products shop holding a current license shall be allowed to apply for and obtain, if eligible, a new license for the business location provided it is obtained within the same license year as the current license or on April 1 of a new license year as the selling-owners' license expires on March 31. If a license for such a premises is revoked, not renewed, or an applicant purchasing the business does not obtain a tobacco products shop license for the premises, then the premises shall be subject to this Section 15-57 (13).



Ordinance 899: Tobacco Licensing


(12) Maximum number of licenses for tobacco product shops.

(A) The number of licenses issued for tobacco products shops under this section shall be limited to no more than four (4), except that any tobacco products shop holding a valid license as of January 23, 2024 is permitted to retain and renew said license. If the maximum number of licenses has already been issued, a licensee that allows its license to expire or has its license revoked shall not be eligible for a new license.




Ordinance 899: Tobacco Licensing

(B) Notwithstanding the maximum number of allowed licenses, an applicant who purchases a tobacco products shop holding a current license shall be allowed to apply for and obtain, if eligible, a new license for the business location provided it is obtained within the same license year as the current license or if effective April 1 of a new license year as the selling-owner's license expires on March 31.



Ordinance 899: Tobacco Licensing


(C) If the maximum number of licenses has been issued, the City may place persons seeking licensure on a waiting list and allow them to apply on a first-come, first-served basis, as existing licenses are not renewed or are revoked and the number of licenses issued falls below the maximum number allowed. An applicant purchasing a business as described in Section 15-57 (12)(b) is not subject to the waiting list.



Ordinance 899: Tobacco Licensing

Sec. 15-60. Prohibited Acts.

(A) That is an individual cigarette, as defined in Minnesota Statutes Section 297F.01, that has been removed from its original retail packaging and offered for individual sale. This section does not prohibit the individual sale of any prepackaged cigar, which is any roll of tobacco, with or without a tip or mouthpiece, and that is hand-constructed, has a wrapper that is made entirely from whole tobacco leaf, has a filler and binder that is made entirely of tobacco, except for adhesives or other materials used to maintain size, texture, or flavor, is not a cigarette, and is intended for individual sale.



Ordinance 899: Tobacco Licensing

Sec. 15-62. Violations and Penalties.


This Section prescribes administrative penalties for violation of this Article. No penalty under this Section shall take effect until the licensee has received written notice of the alleged violation and has had an opportunity for a hearing before the City Council. The notice may be served personally or by mail. The decision of the City Council shall be provided in writing if a violation is determined to have occurred. Judicial appeal shall be as provided for by State law.

Ordinance 899: Tobacco Licensing

Sec. 15-62. Violations and Penalties.

(1) Licensees. Any licensee found to have violated this Article, or whose employee violated this Article, will be charged an administrative fine of \$300 for a first violation; \$600 for a second offense at the same licensed premises within a 36-month period; and \$1,000 for a third or subsequent offense at the same location within a 36-month period. Upon the third violation, the license will be suspended for a period of not less than 30 consecutive days. Upon a fourth violation, the license will be revoked.


(2) Other individuals. Individuals, other than persons under the age of 21, who are found to be in violation of this Article may be charged an administrative fine of \$50 or charged with a petty misdemeanor. If a second violation occurs within five years of the first, the individual may be charged with a misdemeanor, in accordance with Minnesota Statutes Section 609.685, as it may be amended from time to time.



Ordinance 899: Tobacco Licensing

Sec. 15-62. Violations and Penalties.

(3) Persons under the age of 21. Persons under the age of 21 who violate this Article may only be subject to non-criminal, non-monetary civil penalties such as tobacco-related education classes, diversion programs, community services, or another penalty that the City determines to be appropriate. The City Council will consult with court personnel, educators, parents, children, and other interested parties to determine an appropriate penalty for persons under the age of 21 in the City. The penalty may be established by ordinance and amended from time to time.




Ordinance 899: Tobacco Licensing

Sec. 15-62. Violations and Penalties.

(4) Statutory penalties. If an administrative or other penalty authorized to be imposed by Minnesota Statutes Section 461.12, as it may be amended from time to time, differ from that established in this section, then the higher penalty will prevail.

(5) Nothing in this Section prohibits or limits the City's ability to, alone or in addition to the penalties described in this Section:

- (A) Seek prosecution of petty misdemeanor or misdemeanor charges against an individual violating this Article in accordance with this Code or Minnesota Statutes; or
 - (A) Using violations of this Section and Article as grounds for suspension, revocation, or nonrenewal of a license.
- 

Ordinance 899: Tobacco Licensing

Sec. 15-64. Religious, Spiritual, or Cultural Ceremonies or Practices.

Nothing in this Article prevents the provision of tobacco or tobacco-related devices to any person, including a minor, as part of an indigenous practice or a lawfully recognized religious, spiritual, or cultural ceremony or practice.



Ordinance 899: Tobacco Licensing

- **Prohibits sampling or donations of tobacco products**
- **Prohibits anyone under the age of 21 from entering a tobacco product shop**
- **Updates references and definitions**
- **Removes cannabis references**
 - Cannabis is regulated by State Law
 - Will require a separate ordinance at a later date



Council Discussion / Public Hearing


- Mayor will open and coordinate the public hearing
- One speaker at a time may provide comment. There is no official order for speakers, so please be courteous to your fellow citizens and take turns providing comment.
- Begin by stating your Name and Address for the record, then provide your comments.
- The City Council and staff will not engage in debate during the public hearing. All questions will be held to the end of the hearing.

Members of the public may use their phone's camera to scan this QR Code or visit <https://newbrightonmn.gov/zoom> (no app needed) to comment remotely.



Alternately, viewers may email their comments to: Jen.Lehmann@NewBrightonMN.Gov

Final Steps: City Council

- **Review email comments, if any**
 - **Close public hearing**
 - **Motion / Discussion regarding Ord. 899**
 - “Motion to Approve Ordinance No. 899 Amending Article 4 in Chapter 15 (Licenses) of the New Brighton City Code.”
 - Decision re: Ord. 899 (Majority vote required)
 - **Motion / Discussion regarding the Accompanying Resolution**
 - “Motion to Approve the Resolution Authorizing Publication of Ordinance No. 899 by Title and Summary.”
 - Decision re: Resolution (4/5 vote required)
- 



Item:	VII_2b
Report Date:	1/18/2024
Meeting Date:	1/23/2024

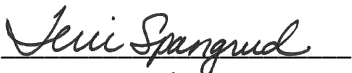
REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of a Resolution Authorizing Publication of Ordinance No. 899 by Title and Summary	
DEPARTMENT HEAD'S APPROVAL: <u>gma2</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 type="checkbox"/> 3 votes <input checked="" type="checkbox"/> 4 votes <input type="checkbox"/> 5 votes <input type="checkbox"/> N/A
--

<u>Summary Statement:</u>	<ul style="list-style-type: none"> Approval of a resolution authorizing publication of Ordinance No. 899 by Title and Summary will significantly reduce publication costs for the approved commercial tobacco retailers license ordinance.
<u>Recommendation(s):</u>	<ul style="list-style-type: none"> Approve a Resolution Authorizing Publication of Ordinance 899 by Title and Summary
<u>Applicable Deadlines:</u>	<ul style="list-style-type: none"> None
<u>Legislative History:</u>	<ul style="list-style-type: none"> Per Minnesota State Statute 412.191, subdivision 4, Ordinances do not go into effect until they are published in the City's legal newspaper in their entirety. If an ordinance is long or contains graphs or charts, Minnesota State Statute 412.191, subdivision 4 permits the City Council to, by a 4/5 vote, authorize publication of the ordinance by Title and Summary if doing so would adequately inform the public of the intent and effect.
<u>Equity Impact:</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 type="checkbox"/> Other	
<u>Attachments:</u>	1. <i>Resolution</i>


Terri Spangrud
City Clerk

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

RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE NO. _____

WHEREAS, the City Council has adopted the above referenced ordinance; and

WHEREAS, the verbatim text of the ordinance is cumbersome, and the expense of publication of the complete text is not justified; and

WHEREAS, the following summary clearly informs the public of the intent and effect of the ordinance.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton that the following summary is hereby approved for official publication:

SUMMARY PUBLICATION
ORDINANCE NO. _____

AN ORDINANCE REGARDING COMMERCIAL TOBACCO LICENSING

On January 23, 2024, the New Brighton City Council adopted an ordinance designated as Ordinance No. _____, the title of which is stated above. This summary of the ordinance is published pursuant to Minnesota Statutes Section 412.191, subdivision 4. The ordinance establishes a limit on the number of tobacco products shops that may operate within the City of New Brighton, implements restrictions on future tobacco product shop locations relative to certain youth-oriented facilities, and updates definitions and penalties related to the sale of tobacco products. The limits related to the number of licenses and proximity to youth-oriented facilities do not impact the tobacco licenses of businesses currently operating within the City. A printed copy of the ordinance is available for public inspection in the office of the City Clerk during regular office hours.

BE IT FURTHER RESOLVED, that the City Clerk is directed to keep a copy of the ordinance in her office at City Hall for public inspection and to post a full copy of the ordinance in a public place in the City for a period of two weeks.

Adopted this 23rd day of January, 2024, by the New Brighton City Council with a vote of ____ ayes and ____ nays.

Kari Niedfeldt-Thomas, Mayor

ATTEST:

Terri Spangrud, City Clerk

Devin Massopust, City Manager

Agenda Section:	Business
Item:	1
Report Date:	1/10/2024
Meeting Date:	1/23/2024

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Report on City Manager Massopust’s Performance Review	
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

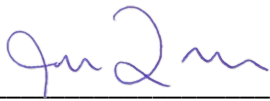
<u>Summary Statement:</u>	<ul style="list-style-type: none"> On January 9th, 2024, the City Council held a closed work session pursuant to Minnesota Statutes Section 13D.05, subdivision 3 (a) to conduct a performance review of the City Manager. The City Council must summarize its conclusions for the public during a public meeting. Per City Manager Massopust’s Employment Agreement, a salary increase will take effect based on the City’s pay schedule pending a satisfactory performance review.
<u>Recommendation(s):</u>	<ul style="list-style-type: none"> A statement of the Council can be found below regarding City Manager Devin Massopust’s review: <i>“The Council found Devin’s performance to be very effective, with successes in leading strategic priorities, advancing key partnerships, and responding to challenges. 2024 priorities for Devin include continued strengthening of the City’s long-term vision and maintaining effective communications.”</i>
<u>Applicable Deadlines:</u>	<ul style="list-style-type: none"> Performance review to be conducted annually in November. Due to scheduling conflicts, City Manager Massopust’s performance review conversation was delayed to January 2024.
<u>Legislative History:</u>	<ul style="list-style-type: none"> 1/9/2024 – Performance review of City Manager Massopust

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

<u>Attachments:</u>	None
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Jen Lehmann

Assistant City Manager & Administrative Services Director



Agenda Section:	VIII
Item:	2
Report Date:	01/17/24
Meeting Date:	01/23/24

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION: Consider Adoption of a Fair Housing Policy
DEPARTMENT HEAD'S APPROVAL: <i>CGS</i>
CITY MANAGER'S APPROVAL:
No comments to supplement this report <i>[Signature]</i> Comments attached <u> </u>

15.99 Deadline: none

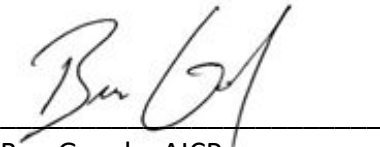
Recommendations: ▪ **The Economic Development Commission and staff are both recommending approval of a Fair Housing Policy as presented**

Legislative History: ▪ Housing Study approved by Council in June 2023
 ▪ New Brighton selected by Met Council as a recipient for LCA policy development grant dollars in November 2023. Reimbursement of LCA funds is partially predicated on adoption of a municipal Fair Housing Policy
 ▪ A draft Fair Housing Policy was penned by staff in December 2023 for EDC and Council consideration
 ▪ Economic Development Commission reviewed and commented on the Draft policy at their meeting on 1/3/24

Financial Impact: ▪ \$36,400 (LCA dollars funding the City's ADU study are predicated on the City having an adopted Fair Housing Policy in place).

Summary: The proposed Fair Housing Policy is intended to further the City's housing goals by enshrining **much of what the City already does** into a formal policy. The policy outlines how the City will handle and address housing complaints moving forward, how the City will provide meaningful access to housing information to current and prospective residents and identifies various actions the City plans to take to promote awareness and sensitivity to fair housing issues in the community.

Attachments: 1) *Staff Memo reviewing the proposed policy*
 2) *Resolution & Exhibit A: City of New Brighton Fair Housing Policy*
 3) *Example Fair Housing Policies from other communities (Bloomington, Brooklyn Park, Eden Prairie, Golden Valley, Minnetonka, & Shoreview)*

A handwritten signature in black ink, appearing to read 'Ben Gozola', positioned above a horizontal line.

Ben Gozola, AICP

Assistant Director of Community Assets and Development

To: **City Council**From: Ben Gozola, *Assistant Director DCAD*Meeting Date: **1-23-24**

INTRODUCTION / BACKGROUND

In June of 2023, the City Council approved the *New Brighton Housing Study* to better understand the community's housing stock & development market, and to adopt specific strategies to address housing needs. One of the identified "production" strategies in the plan is the allowance of Accessory Dwelling Units (ADUs) within the community.

In November, City staff pursued and was awarded a policy development grant from the Metropolitan Council to study and adopt updated standards for ADUs within the community. One condition of getting reimbursement dollars through the Livable Communities Act (LCA) is the City must have a **Fair Housing Policy** on file since the funding is related to housing. In researching the City's historic files, staff did not find that a formal housing policy has ever been adopted by the City Council. For all the above reasons, staff has prepared a Fair Housing Policy for Council's consideration. Both the Economic Development Commission and Staff are recommending approval of the policy at this time.

PURPOSE / RESEARCH

Adoption of a Fair Housing Policy is intended to further the City's housing goals by enshrining much of what the City already does into a formal policy. At its highest level, the policy laid out herein outlines:

- How the City will handle and address housing complaints moving forward,
- How the City will provide meaningful access to housing information to current and prospective residents, and
- Actions the City will take or consider to promote awareness and sensitivity to fair housing issues.

To prepare a draft policy, staff sought out samples from communities throughout the metropolitan area, and found such policies in Bloomington, Brooklyn Park, Eden Prairie, Golden Valley, Minnetonka, & Shoreview (there are certainly more, but these provided a good representative sample for our drafting purposes). Two interesting things were identified based on this research:

- 1) While there were minor differences between each of the policies, they all appear to be based on the same initial template; and

- 2) Larger cities tended to have a Fair Housing Policy in place whereas smaller communities (including our neighboring communities of Arden Hills and Vadnais Heights) have yet to adopt one or do not publicize one on their website.

It is possible/likely that the Livable Communities Act (LCA) requirement for funding (which NB is currently facing) has incentivized communities to adopt a policy, and the same template has been used in each community. Rather than try to recreate the wheel, staff used the primary template utilized by all other communities as a basis for our local policy, but we did update language throughout to make the document more readable and clearer where needed.

FAIR HOUSING POLICY OVERVIEW

The proposed Fair Housing Policy is broken up into four main sections: Introduction, Policy Statement, External Practices, and Internal Practices.

Section 1: Introduction. This section answers *why* the City is adopting a Fair Housing Policy.

- Identifies needing to comply with the Fair Housing Act as the basis for adoption of a fair housing policy.

Actual Impact of Formal Policy Adoption: None. The City already follows and complies with the Fair Housing Act.

Section 2: Policy Statement. This section documents the City's stance on providing fair and equal housing opportunities.

- Establishes that New Brighton seeks to provide "fair and equal housing opportunities [for] everyone" (current residents and prospective residents). Importantly, this section specifically clarifies what "everyone" encompasses. In comparing policies from other communities, it was noted that not every community included the same list of locally protected classes, so staff elected to follow the lead of Golden Valley as they had the most extensive and inclusive list amongst the policies consulted. This list was provided to the City's DEI coordinator for examination and discussion, and the words "or other differences" were added to the list to encompass the inclusive approach the City intends to take with this and other endeavors.

Actual Impact of Formal Policy Adoption: None. The City already strives to be inclusive and avoid discrimination regardless of differences or classes.

Section 3: External Practices. This Section outlines the City's plan for addressing complaints or questions relating to housing.

- In most of the larger communities with separate Economic Development Departments and/or separate Housing Departments, a specific staff member is assigned with becoming an expert on all housing related issues and becoming the local liaison and coordinator for all complaints. In smaller communities with less staff (i.e. Shoreview), outside agencies with expertise on housing issues, rather than a local staff member, are leveraged to address local problems. As New Brighton has even less planning staff than Shoreview, we are recommending following that city's model for identifying and addressing local complaints relating to housing. Subsection (A) of External Practices deals with expert organization referrals.
 - When an issue arises, a citizen will be asked to fill out a City of New Brighton Housing Concern Report to document the problem. Upon receipt, the staff member in charge of housing related matters will assess the complaint and determine if it can be handled internally, or whether an outside agency needs to be consulted.
 - An Available Outside Agency List is provided within the policy along with notes on each agency's specialties. This will provide all New Brighton staff members with an immediate direction to pursue help when issues arise. No other policy we consulted provides this level of detail.
- Subsection (B) of External Practices guarantees residents and perspective residents "meaningful access" to information on fair housing. This will be accomplished through posting online information, providing in-person information to people at City Hall, providing language services as may be needed, and operating the City's robust rental licensing program.

Actual Impact of Formal Policy Adoption:

- **Establishes a better and defined methodology for handling and documenting housing complaints and concerns.**
- **Is a catalyst to update online and in-person information relating to housing complaints and concerns.**

Section 4: Internal Practices. This section lists actions the City is committed to implementing or considering to promote awareness and sensitivity to fair housing issues.

- Listed strategies include:
 - Implementing a reporting, documentation, and response procedure to address housing related complaints.

- Consider establishment of a home loan program for low-income first-time home buyers and affordable housing renovation & upkeep (either internally or via a third party such as NeighborWorks Home Partners). This is one possible use of the new tax dollars specifically dedicated to housing (first allocation expected to be received in July or later).
- Linking fair housing goals to all requests for public financing of development projects. For example, if a developer is seeking TIF assistance for a housing project, the project must legally commit to upholding fair housing practices.
- Recognition that periodically updating the City's housing study can ensure continued understanding of the community's housing stock and development market, and assessment of strategies to ensure all reasonable actions are being taken to remove barriers to housing choice for citizens and prospective citizens.
- Continuous review of local ordinances (and proposed ordinances) to identify any potential for disparate impact or disparate treatment related to housing.
- Recognizing when proposed housing developments may lead to the displacement of protected classes and committing to remedy such impacts.
- Continuing strong public outreach procedures related to comprehensive planning and land use changes.

Actual Impact of Formal Policy Adoption: Aside from the new procedures for documenting and handling housing complaints, no changes will be seen. These internal practices & considerations are already in place.

The draft policy concludes with a commitment to yearly review of the Fair Housing Policy by the EDC and/or the Equity Commission. Both Commissions will review and propose revisions (if deemed necessary) to this Fair Housing Policy on an annual basis.

CONCLUSION

Adoption of a Fair Housing Policy is required for the City to receive Livable Communities Act funds related to housing. As indicated following each section, the actual impact of formal policy adoption is negligible as the policy (as proposed) largely outlines things the City already does and/or intends to do. For these reasons, both the Economic Development Commission and staff are recommending adoption of a policy at this time.

RECOMMENDATIONS

- **Make desired or needed changes to the draft language, and formally approve the resolution adopting the Fair Housing Policy.**

RESOLUTION _____
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION ADOPTING A FAIR HOUSING POLICY

WHEREAS, the City of New Brighton is committed to upholding the Fair Housing Act; and

WHEREAS, the City of New Brighton has already informally implemented multiple internal and external procedures to ensure that fair and equal housing opportunities are granted to residents and prospective residents alike; and

WHEREAS, the City of New Brighton City Council commissioned and approved the City of New Brighton Housing Study in 2023 which has already established production, preservation, and capacity building strategies the City intends to implement with regards to housing; and

WHEREAS, the Livable Communities Act (LCA) requires Cities to formalize their commitment to upholding the Fair Housing Act in order to be eligible for grant funding related to housing;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Brighton, that the Fair Housing Policy, attached as Exhibit A, is hereby adopted.

ADOPTED this 23rd day of January, 2024, by the New Brighton City Council with a vote of ____ ayes and ____ nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk



Exhibit A: FAIR HOUSING POLICY – CITY OF NEW BRIGHTON

Section 1: INTRODUCTION

Title VIII of the Civil Rights Act of 1968, along with the Fair Housing Amendments Act of 1988, is collectively known as the **Fair Housing Act**. The Fair Housing Act prohibits discrimination based on protected class; provides guidelines for the sale, rental, or financing of housing; and sets parameters for advertisements or statements with respect to housing. In establishing this Fair Housing Policy, the City of New Brighton certifies that it will affirmatively further fair housing within the community. This policy applies to all forms of housing as defined within the federal Fair Housing Act and Minnesota Human Rights Act.

Section 2: POLICY STATEMENT

It is the policy and commitment of the City of New Brighton to ensure that fair and equal housing opportunities are granted to everyone; regardless of the housing opportunity or the funding source supporting development activities; and regardless of race, color, religion, immigration status, gender, gender identity, sexual orientation, marital status, status with regard to public assistance, creed, familial status, national origin, cultural background, age, disability, or other differences. This will be accomplished via the establishment of external policies to provide all constituents (and prospective constituents) meaningful access to fair housing information and referral services, and through internal practices and procedures that promote fair housing and support the city's equity and inclusion goals.

Section 3: EXTERNAL PRACTICES

A. Expert Organization Referrals

The City does not claim to have all needed resources in-house to solve the diverse range of fair housing issues that can arise; therefore, the City finds that utilizing external organizations in conjunction with City resources is the most efficient and effective path to provide significant and immediate assistance to address housing concerns. If contacted by current or potential residents of New Brighton with a housing concern, City staff will ask the individual to fill out a New Brighton Housing Concern Report. The City will assess the report upon receipt, and determine if local resources or outside agency help is needed based on the facts presented. The following list of organizations below is not an exhaustive list of available external resources, but will rather be used as a starting point by staff when identifying paths for assistance:

-
- U.S. Department of Housing and Urban Development – Minnesota
 - Homeownership guides & assistance (how to buy and maintain, homebuying programs)
 - Rental assistance (locating units, obtaining financial assistance)
 - Avoiding foreclosure
 - Homelessness resources
 - Minnesota Department of Human Rights
 - Reporting discrimination/file a human rights complaint
 - Obtaining service animals
 - Workforce and Equal pay certificates
 - Reasonable Accommodations
 - Mid-Minnesota Legal Aid
 - Cold weather rule
 - Disability discrimination/reasonable accommodations by landlords
 - Finding affordable health care
 - Advocacy to solve IRS tax issues
 - Legal assistance in civil matters for youth, low-income, and senior citizens
 - Housing Justice Center
 - Tenants' rights
 - Fair housing and human rights act class actions
 - Consumer fraud cases
 - Habitability issues
 - Preserving affordable housing
 - Systemic housing justice issues
 - Southern Minnesota Regional Legal Services
 - Free legal help to low income and senior citizens in civil matters related to housing (eviction, rent increases, utility disputes, security deposit issues, repairs, etc)
 - Real property issues (purchase & sale, foreclosure, condemnation, construction contracts, liens, etc)
 - NeighborWorks Home Partners
 - How to buy and shop for a home and mortgages
 - Resources for fixing homes (funding, maintenance classes, etc)
 - Foreclosure Intervention and Refinancing advice
-

B. Meaningful Access

1) Online Information

The City of New Brighton will have information about fair housing displayed on its website under the category “Housing.” The website will also provide links to fair housing resources including but not necessarily limited to the resources listed in subsection (A) above. Information on the website will also include a City Staff member to contact with fair housing concerns. In addition, the City will post the following policies on the website:

- i. New Brighton Fair Housing Policy
- ii. Link to the State of Minnesota’s Olmstead Plan

2) In-Person Information

Upon receiving inquiries about fair housing policies, that individual will be directed to the City Staff member assigned to address fair housing concerns. That staff member will then provide the individual with information about the City’s list of reference organizations and inform them of City practices to ensure fair housing.

3) Languages

The City of New Brighton is committed to providing information in diverse languages for its residents. Therefore, if requested, the City of New Brighton will connect the individual to an organization that can assist with translation of fair housing policies.

4) Rental Licensing Program

The City administers a rental licensing program which requires the property owners of any rental dwelling unit(s) to obtain an annual license from the City. The City will provide information on this fair housing policy to licensees. The City will also consider hosting a training session for landlords that provides information on fair housing and other relevant landlord/tenant issues.

Section 4: INTERNAL PRACTICES

The City of New Brighton commits to the following actions to promote awareness and sensitivity to fair housing issues in all its government functions. The City will address issues related to Fair Housing through the following practices:

1) Reporting

If an individual calls or comes to City Hall to voice a fair housing concern, a Concern Report Form that includes the name, contact information, description of the concern and desired outcome will need to be completed. Once the report is completed, City staff will connect the individual to organizations that can assist the individual. The Concern Report Form will then be on file at City Hall, and maintained in accordance with current file retention policies. Staff will follow-up as needed to ensure the individual has received assistance.

2) Home Loan Programs

The City of New Brighton will consider establishment of a Home Loan Program for residents and first-time homebuyers, or ways to collaborate with agencies such as NeighborWorks Home Partners to provide home loan assistance. Such programs should be centered around making purchasing homes more affordable, and rehabilitation of affordable homes possible for low-income families. All such loans are to be administered in accordance with this Fair Housing Policy.

3) Financial Assistance

Developers who seek financial assistance through the City for housing projects shall adhere to the City's Fair Housing Policy. Information on this policy will be provided to Developers at the onset of conversations regarding financial assistance. Developers will be required to execute a financial development agreement that includes language regarding fair housing and their commitment to uphold fair housing practices.

4) Housing Analysis

The *New Brighton Housing Study* was completed in 2023 to better understand the community's housing stock and development market, and to adopt specific strategies the City will implement to address housing needs. This study should be periodically updated to ensure that all reasonable actions are being taken to remove barriers to adequate housing choice for all city residents.

5) Code Analysis

The City will review its municipal code; with specific focus on ordinances related to zoning, building, and occupancy standards; to identify any potential for disparate impact or disparate treatment. New ordinances will also be evaluated in the context of fair housing.

6) Project Planning and Analysis

When reviewing proposed housing developments, the City will consider fair housing issues including whether potential projects may perpetuate segregation or lead to displacement of protected classes. The City of New Brighton is committed to working with other agencies to remedy any displacement or segregation that may occur.

7) Community Engagement

The City of New Brighton commits to ongoing community engagement. Specifically, the City commits to robust conversations with community members regarding the City's Comprehensive Plan (and/or proposed changes to the plan) which guides land uses throughout the community. Public hearings and outreach will also be pursued for proposed housing projects, zoning changes, and other land use planning decisions requested of the City.

The City of New Brighton's Economic Development Commission and/or the Equity Commission will review and propose revisions (if deemed necessary) to this Fair Housing Policy to the City Council on an annual basis.

Example Fair Housing Policies from other Communities

- Bloomington
- Brooklyn Park
- Eden Prairie
- Golden Valley
- Minnetonka
- Shoreview

Bloomington



Fair Housing Policy

1. Purpose and Vision

Title VIII of the Civil Rights Act establishes federal policy for providing fair housing throughout the United States. The intent of Title VIII is to assure equal housing opportunities for all citizens. Furthermore, the City of Bloomington, as a recipient of federal community development funds under Title I of the Housing and Community Development Act of 1974, is obligated to certify that it will affirmatively further fair housing.

The City of Bloomington strives to advance its commitment to inclusion and equity by developing this Fair Housing Policy to further the goal of creating a vibrant, safe, and healthy community where all residents will thrive.

2. Policy Statement

It is the policy and commitment of the City of Bloomington to ensure that fair and equal housing opportunities are available to all persons in all housing opportunities and development activities funded by the City regardless of race, color, religion, sex, sexual orientation, marital status, status with regard to public assistance, creed, familial status, national origin, or disability. This is done through external policies to provide meaningful access to all constituents as well as fair housing information and referral services; and through internal practices and procedures that promote fair housing and support the City's equity and inclusion goals.

3. External Practices

a. Intake and Referral

The City of Bloomington has designated the Staff Liaison to the Human Rights Commission as the responsible authority for the intake and referral of all fair housing complaints. At a minimum the Staff Liaison will be trained in state and federal fair housing laws, the complaint process for filing discrimination complaints, and the state and federal agencies that handle complaints. The date, time, and nature of the fair housing complaint and the referrals and information given will be fully documented. The Human Rights Commission will advise the City Council on City programs and policies affecting fair housing and raise issues and concerns where appropriate.

b. Meaningful Access

- i. **Online Information.** The City of Bloomington will continue to display information about fair housing prominently on its website. The website will continue to include links to various fair housing resources, including the Department of Housing and Urban Development, Minnesota Department of Human Rights, Mid-Minnesota Legal Aid, and others as well as links to state and federal fair housing complaint forms. In addition, the City will post the following documents on its website:
 1. Reasonable Accommodation Policy;
 2. Limited English Proficiency (LEP) Policy;
 3. Americans with Disabilities Act (ADA) Policy regarding access to City services; and
 4. The State of Minnesota's Olmstead Plan.
- ii. **In-Person Information.** The City of Bloomington will provide in-person fair housing information including:
 1. A list of fair housing enforcement agencies;
 2. Frequently asked questions regarding fair housing law; and
 3. Fair housing complaint forms for enforcement agencies

- c. **Languages.** The City of Bloomington is committed to providing information in the native language of its residents. The City of Bloomington will provide information in languages other than English as described in its LEP Policy.

4. Internal Practices

The City of Bloomington commits to the following steps to promote awareness and competency regarding fair housing issues in all of its government functions.

- a. **Staff and Officials Training.** The City will continue to train its staff and officials on fair housing considerations.
- b. **Housing Analysis.** The City will review its housing periodically to examine the affordability of both rental and owner-occupied housing to inform future City actions.
- c. **Code Analysis.** The City will review its municipal code periodically, with specific focus on ordinances related to zoning, building, and occupancy standards, to identify any potential for disparate impact or treatment.
- d. **Project Planning and Analysis.** City planning functions and development review will consider housing issues, including whether potential projects may perpetuate segregation or lead to displacement of protected classes.
- e. **Community Engagement.** The City will seek input from underrepresented populations in the community. Conversations regarding fair housing, development, zoning, and land use changes may be facilitated by the City.
- f. **Affirmatively Furthering Fair Housing.** As a recipient of federal funds, the City agrees to participate in the Regional Analysis of Impediments, as organized by the regional Fair Housing Implementation Council (FHIC), an ad hoc coalition of Community Development Block Grant (CDBG) entitlement jurisdictions and

others working together to affirmatively further fair housing. The City will review the recommendations from the analysis for potential integration into City planning documents, including the Consolidated Plan, the Comprehensive Plan, and other related documents.

Adopted by the City Council on August 6, 2018

Brooklyn Park

City of Brooklyn Park Fair Housing Policy

1. Purpose

Title VIII of the Civil Rights Act establishes federal policy for providing fair housing throughout the United States. The intent of Title VIII is to ensure equal housing opportunities for all citizens. As a recipient of federal community development funds under Title I of the Housing and Community Development Act of 1974, the City of Brooklyn Park is obligated to certify that it will affirmatively further fair housing. The City of Brooklyn Park is committed to meeting this obligation and has developed this Fair Housing Policy to further that goal.

2. Policy Statement

It is the policy and commitment of the City of Brooklyn Park to ensure that fair and equal housing opportunities are available to all persons in all housing opportunities and development activities funded by the City regardless of race, color, religion, sex, sexual orientation, marital status, status with regard to public assistance, creed, familial status, national origin, or disability. This is done through external policies to provide meaningful access to fair housing information and referral services for all constituents and through internal practices and procedures that promote fair housing throughout the community.

3. External Practices

a. Intake and Referral

The City of Brooklyn Park designates the Director of Community Development as the responsible authority for the intake and referral of all fair housing complaints. At a minimum, the Director of Community Development will be trained, or will designate Community Development staff to be trained, in state and federal fair housing laws, the complaint process for filing discrimination complaints, and the state and federal agencies that handle complaints. The date, time, and nature of the fair housing complaint and the referrals and information given will be fully documented. The Director of Community Development will advise the City Council on programs and policies affecting fair housing and raise issues and concerns where appropriate.

b. Meaningful Access

- i. **Online Information:** The City will display information about fair housing prominently on its website. The website will include links to various fair housing resources, including the Department of Housing and Urban Development, Minnesota Department of Human Rights, Mid-Minnesota Legal Aid, and others. In addition, the City will link to state and federal fair housing complaint forms and the State of Minnesota's Olmstead Plan.

- ii. **In-Person Information.** Upon request, the City of Brooklyn Park will provide in-person fair housing information including:
 - A list of fair housing enforcement agencies;
 - Fair housing complaint forms for enforcement agencies; and
 - Frequently asked questions regarding fair housing law
- iii. **Languages.** The City of Brooklyn Park is committed to providing information in the native language of its residents. Upon request, the City will make reasonable efforts to provide translation services.

4. Internal Practices

The City of Brooklyn Park commits to the following steps to promote awareness and competency regarding fair housing issues in all of its government functions.

- a. **Training:** The City will train its staff and elected officials on fair housing considerations.
- b. **Housing Analysis:** The City will review its housing inventory periodically to examine the affordability of both rental and owner-occupied housing to inform future City action.
- c. **Code Analysis:** The City will review its municipal code periodically, with specific focus on ordinances related to zoning, building and occupancy standards, to identify any potential for disparate impact or treatment.
- d. **Project Planning and Analysis:** The City planning functions and development review will consider housing issues, including whether potential projects may perpetuate segregation or lead to the displacement of protected classes.
- e. **Community Engagement:** The City will seek community input, particularly from underrepresented populations in the community. Conversations regarding fair housing, development, zoning, and land use changes may be facilitated by the City.
- f. **Affirmatively Furthering Fair Housing:** As a subrecipient of federal funds, the City will, as requested by Hennepin County as the entitlement jurisdiction, participate in the Regional Analysis of Impediments, as organized by the regional Fair Housing Implementation Council (FHIC), an ad hoc coalition of Community Development Block Grant (CDBG) entitlement jurisdictions and others working together to affirmatively further fair housing. The City will review the recommendations from the analysis for potential integration into City planning documents, including the Comprehensive Plan and other applicable documents.

Eden Prairie

Eden Prairie Fair Housing Policy

Purpose/Vision

Title VIII of the Civil Rights Act establishes federal policy for providing fair housing throughout the United States. The intent of Title VIII is to ensure equal housing opportunities for all citizens. Furthermore, the City of Eden Prairie, as a recipient of federal community development funds under Title I of the Housing and Community Development Act of 1974, is obligated to certify that it will affirmatively further fair housing.

The City of Eden Prairie is committed to meeting these obligations, and has developed this Fair Housing Policy to further these goals.

Fair Housing Policy Statement

It is the policy and commitment of the City of Eden Prairie to ensure that fair and equal housing opportunities are granted to all persons in all housing opportunities and development activities funded by the City regardless of race, color, religion, gender, sexual orientation, marital status, status with regard to public assistance, familial status, national origin, or disability. This shall be done through strong external policies that provide meaningful access to all constituents and fair housing informational and referral services; and internal practices and procedures that do not discriminate and that affirmatively further fair housing.

External Practices



Fair Housing Officer — The City of Eden Prairie has designated the Manager of the Office of Housing and Community Services as the City’s Fair Housing Officer. The Fair Housing Officer will be responsible for the intake, processing, and referral of all fair housing complaints. While not expected to be an expert in fair housing laws, at a minimum the Officer will be familiar with state and federal fair housing laws, the complaint process for filing discrimination complaints, and the state and federal agencies that handle complaints.

Records showing the date, time and nature of the fair housing complaint, as well as the decisions made regarding the complaint process (referrals, information given, etc.) and any follow-up action will be

Internal Practices



The City of Eden Prairie commits to the following steps to promote awareness and sensitivity to fair housing issues in all of its government functions.

Staff and Officials Training — The City will periodically train its staff and elected officials on fair housing considerations.

Housing Analysis — The City will review its housing inventory periodically to examine the affordability of both rental and owner-occupied housing to inform future City actions.

Code Analysis — The City will review its municipal code periodically, with specific focus on ordinances related to zoning and building and occupancy standards to identify any potential for disparate impact or disparate treatment.

Project Planning and Analysis — The City will make determinations in project planning with an eye to fair housing issues, including whether potential projects may perpetuate segregation or lead to displacement of protected classes.

Community Engagement — The City commits to ongoing community engagement. Specifically, the City commits to robust conversations with the community regarding potential housing projects, zoning changes and other land use planning decisions.

Meaningful Access

Online Resources and Information

The City of Eden Prairie will have information about fair housing and its Fair Housing Officer displayed on its website. The website will also have links to various fair housing resources, including but not limited to the Department of Housing and Urban Development, Minnesota Department of Human Rights, Mid-Minnesota Legal Aid, or others, as well as links to state and federal fair housing complaint forms.

In-Person Information — The City of Eden Prairie will provide fair housing information to anyone requesting such information at the City offices. Information provided will include:

- A list of fair housing enforcement agencies;
- Frequently asked questions (FAQ) regarding Fair Housing Law; and
- Fair Housing Complaint Forms for enforcement agencies

Languages — The City of Eden Prairie is committed to providing information in the native languages

Golden Valley

Golden Valley Housing & Redevelopment Authority

Fair Housing Policy

I. Purpose and Vision

It is the policy and commitment of the City of Golden Valley, through its Housing and Redevelopment Authority, to ensure that fair and equal housing opportunities are available to all persons in all housing opportunities and development activities funded by the City regardless of race, color, religion, immigration status, gender, gender identity, sexual orientation, marital status, status with regard to public assistance, creed, familial status, national origin, cultural background, age, or disability. Title VIII of the Civil Rights Act establishes federal policy for providing fair housing throughout the United States. The intent of Title VIII is to assure equal housing opportunities for all people.

The Housing and Redevelopment Authority in and for the City of Golden Valley (the “HRA”) is dedicated to advancing inclusion and equity for all residents by developing this Fair Housing Policy to further the goal of creating a safe, healthy, and accessible community where all residents will thrive.

The HRA is also committed to upholding the federal Fair Housing Act and the Minnesota Human Rights Act, both of which prevent discriminatory practices in housing. As a recipient of federal community development funds under Title I of the Housing and Community Development Act of 1974, the City, through its HRA certifies that it will affirmatively further fair housing.

II. External Practices

a. Intake and Referral

The HRA has designated the HRA Director or their designee as the responsible authority for the intake and referral of all fair housing inquiries. At a minimum, the responsible staff member will be trained in state and federal fair housing laws, the complaint process for filing discrimination complaints under state and federal law, and the state and federal agencies that handle such complaints. The HRA will document the date, time, and nature of the fair housing inquiries it receives and any referrals or information given in response to such inquiries. The responsible staff person will maintain relevant supporting information according to the HRA’s Document Retention Schedule. The HRA may use the information collected to inform their decisions with respect to programs, policies, issues, and concerns relating to fair housing. The HRA will not represent or provide legal advice to any members of the public.

b. Meaningful Access

i. Online Information

The HRA will clearly display information about fair housing on its website, including the contact information for relevant HRA staff to receive fair housing inquiries. The website will include links to various fair housing resources, including the Department of Housing and Urban Development, Minnesota Department of Human Rights and others as well as links to state and federal fair housing complaint forms.

ii. In-Person Information

HRA staff will provide in-person fair housing information to community members including:

- A list of fair housing enforcement agencies;
- Frequently asked questions regarding fair housing law; and
- Fair housing complaint forms for enforcement agencies.

c. Languages

The HRA is committed to providing information in the native language of its community members. The HRA will provide information in languages other than English to individuals with limited English proficiency.

III. Internal Practices

The HRA commits to the following steps to promote awareness and competency regarding fair housing issues in all of its government functions.

- a. Training.** The HRA will train its staff and officials on fair housing considerations.
- b. Housing Analysis.** The HRA will review its housing stock periodically to examine the affordability of both rental and owner-occupied housing to inform future HRA actions.
- c. Code Analysis.** The HRA will review its municipal code periodically, with specific focus on ordinances related to zoning, building, and occupancy standards, to identify any potential for disparate impact or treatment.
- d. Project Planning and Analysis.** HRA planning functions and development review will consider housing issues, including whether potential projects may perpetuate segregation or lead to displacement of protected classes.
- e. Community Engagement.** The HRA will seek input from underrepresented populations in the community and the community at large. Conversations regarding fair housing, development, zoning, and land use changes may be facilitated by the City or the HRA.
- f. Affirmatively Furthering Fair Housing.** As a recipient of federal funds, the HRA agrees to participate in the Regional Analysis of Impediments, as organized by the regional Fair Housing Implementation Council (FHIC), an ad hoc coalition of Community Development Block Grant (CDBG) entitlement jurisdictions and others working together to affirmatively further fair housing. The HRA will review the recommendations from the analysis and, where appropriate, recommend integration into City planning documents, including the Consolidated Plan, the Comprehensive Plan, and other related documents.
- g. Fair Housing Review.** The HRA will monitor city activities affecting fair housing and raise issues and concerns where appropriate. The HRA may also expand the list of protected classes of citizens to be included under its Fair Housing Policy.

Minnetonka

Policy Number 13.1
Fair Housing

Purpose of Policy: This policy strives to advance its commitment to inclusion and equity of fair housing and to further the goal of creating a vibrant, safe, and healthy community where all residents will thrive.

Introduction

Title VIII of the Civil Rights Act of 1968, with the Fair Housing Amendments Act of 1988, is called the Fair Housing Act. The Fair Housing Act prohibits discrimination based on protected class and deals with the sale, rental, or financing of housing, as well as any advertisements or statements with respect to housing. The City of Minnetonka, as a recipient of federal community development funds under Title I of the Housing and Community Development Act of 1974 is obligated to certify that it will affirmatively further fair housing. This policy applies to all forms of housing as defined within the federal Fair Housing Act and Minnesota Human Rights Act.

Policy Statement

It is the policy and commitment of the City of Minnetonka to ensure that fair and equal housing opportunities are available to all persons in all housing opportunities and development activities funded by the city regardless of race, color, religion, sex, sexual orientation, marital status, status with regard to public assistance, creed, familial status, national origin, or disability. This is done through external policies to provide meaningful access to all constituents as well as fair housing information and referral services; and through internal practices and procedures that promote fair housing and support the city's equity and inclusion goals.

External Practices

Intake and Referral. The city council designates the community development director as the responsible authority for the intake and referral of all fair housing complaints. At a minimum, the community development director will be trained, or will designate community development staff to be trained, in state and federal fair housing laws, the complaint process for filing discrimination complaints, and the state and federal agencies that handle complaints. The date, time, and nature of the fair housing complaint and the referrals and information given will be fully documented. The community development director will advise the city council on city programs and policies affecting fair housing and raise issues and concerns where appropriate.

Meaningful Access.

- **Online Information:** The city will display information about fair housing prominently on its website. The website will include links to various fair housing resources, including the Department of Housing and Urban Development, Minnesota Department of Human Rights, Mid-Minnesota Legal Aid, and others as well as links to state and federal fair housing complaint forms. In addition, the city will link the State of Minnesota's Olmstead Plan and provide the City of Minnetonka's Reasonable Accommodation ordinance on its website.

- In-Person Information: Upon request, the city will provide in-person fair housing information including:
 - A list of fair housing enforcement agencies;
 - Frequently asked questions regarding fair housing law; and
 - Fair housing complaint forms for enforcement agencies.

Languages.

The city is committed to providing information in the native languages of its residents. Upon request, the city will make reasonable efforts to provide translation services.

Internal Practices

The city commits to the following steps to promote awareness and competency regarding fair housing issues in all of its government functions:

- Staff and Officials Training: The city will continue to train its staff and officials on fair housing considerations as training opportunities become available.
- Housing Analysis: The city will review its housing periodically to examine the affordability of both rental and owner-occupied housing to inform future city actions.
- Code Analysis: The city will review its municipal code periodically, with specific focus on ordinances related to zoning, building, and occupancy standards, to identify any potential for disparate impact or treatment.
- Project Planning and Analysis: City planning functions and development review will consider housing issues, including whether potential projects may perpetuate segregation or lead to displacement of protected classes.
- Affirmatively Furthering Fair Housing: As a member of the Urban Hennepin County CDBG Consortium the city agrees, through the consortium, to participate in the Regional Analysis of Impediments. Through the consortium, the city will continue to support and participate in the Fair Housing Implementation Council (FHIC), an ad hoc coalition of jurisdictions and others working together to affirmatively further fair housing. The city will review the recommendations from the analysis for potential integration into city planning documents, including the comprehensive plan and other related documents.

Adopted by Resolution No. 2018-149
Council Meeting of Nov. 26, 2018

Shoreview

City of Shoreview, Minnesota
Fair Housing Policy – November 19, 2018

1. Purpose/Vision

The purpose of this policy is to ensure all people feel welcomed, treated fairly, and provided resources for fair housing when looking to reside in the City of Shoreview.

Our vision is that Shoreview maintains a high caliber of respect and fairness while maintaining a positive representation of equity for all people aspiring to be residents of Shoreview.

2. Fair Housing Policy Statement

It is the policy and commitment of the City of Shoreview to ensure that fair and equal housing opportunities are granted to all persons in all housing opportunities and development activities funded by the city regardless of race, color, religion, gender, sexual orientation, marital status, and status with regard to public assistances, familial status, national origin, or disability. This shall be done through strong external policies that provide meaningful access to all constituents and fair housing informational and referral services; and internal practices and procedures do not discriminate and that affirmatively further fair housing.

3. External Practices

a) Reference Organizations

The City does not claim to have all the resources needed to solve diverse fair housing issues therefore the City believes utilizing external organizations along with City resources will provide significant assistance to individuals' housing needs. If contacted by current or potential residents of Shoreview, the City we will request the individual to complete the Concern Report, the City will access the report, then determine if they could be assisted by the City or by reference organizations. The list below of organizations is not an exhausted list but a starting place for assistance. Reference organizations below:

U.S. Department of Housing and Urban Development- Minnesota
Minnesota Department of Human Rights
Mid-Minnesota Legal Aid
Housing Justice Center
Home Line Minnesota
Southern Minnesota Regional Legal Services

b) Meaningful Access

1. Online Information. The City of Shoreview will have information about fair housing displayed on its website under the category "Housing". The website will also have links to fair housing resources such as the Mid-Minnesota Legal Aid, Southern Minnesota Regional Legal Services, and others. Information on the website will also include the

City Staff contact for fair housing concerns. In addition, the City will post the following policies:

- i. Shoreview Fair Housing Policy
- ii. Link to the State of Minnesota's Olmstead Plan

2. In-Person Information

Upon inquiries about fair housing policies, that individual will be directed to the City Planner that will then provide them information about our list of reference organizations and inform them of City practices to ensure fair housing.

c) Languages

The City of Shoreview is committed to providing information in diverse languages for its residents. Therefore, if requested, the City of Shoreview will connect the individual to an organization that can assist with translation of fair housing policies.

d) Rental Licensing Program.

The City administers a rental licensing program which requires the property owners of rental dwelling units to obtain an annual license from the City. The City will provide information on this fair housing policy to licensees. The City will also consider hosting a training session for landlords that provides information on fair housing and other relevant landlord/tenant issues.

4. Internal Practices

The City of Shoreview commits to the following steps to promote awareness and sensitivity to fair housing issues in all of its government functions. The City will address issues related to Fair Housing for these practices.

a) Reporting.

If an individual calls or comes to City Hall to voice a fair housing concern, a Concern Report Form that includes the name, contact information, description of the concern and desired outcome will need to be completed. Once the report is completed City staff will connect the individual to organizations that can assist the individual. The Concern Report Form would then be on file at City Hall. Staff will follow-up as needed to ensure the individual has received assistance.

b) Home Loan Programs.

The City of Shoreview offers Home Loan Programs available to residents and first-time homebuyers. These programs are in partnership with NeighborWorks Home Partners and are intended to make purchasing or improving homes in Shoreview more affordable. These loans will be administered in accordance with the City's Fair Housing Policy.

c) Financial Assistance.

Developers who seek financial assistance through the City for housing projects must adhere to the City's Fair Housing Policy. Information on this policy will be provided to Developers at the

onset of conversations regarding financial assistance. Developers will be required to execute a financial development agreement that includes language regarding fair housing and their commitment to uphold fair housing practices.

d) Housing Analysis.

The City will review its housing inventory to examine the affordability of both rental and owner-occupied housing and whether all reasonable actions have been taken to remove barriers to ensure adequate housing choice for all city residents.

e) Code Analysis.

The City will review its municipal code , with specific focus on ordinances related to zoning, building and occupancy standards, to identify any potential for disparate impact or disparate treatment. New ordinances will also be evaluated in the context of fair housing.

f) Project Planning and Analysis.

When reviewing proposed housing developments, the City will consider fair housing issues, including whether potential projects may perpetuate segregation or lead to displacement of protected classes. The City is committed to working with other agencies to remedy any displacement or segregation that may occur.

g) Community Engagement.

The City commits to ongoing community engagement. Specifically, the City commits to robust conversations with community regarding potential housing projects, zoning changes, and other land use planning decisions.

The City of Shoreview Economic Development Authority will review and revise, if necessary, the Fair Housing Policy on an annual basis.