New Brighton City Council
Business Meeting Agenda
New Brighton City Hall | Council Chambers
803 Old Highway 8 NW, New Brighton, MN 55112
6:30 PM July 8, 2025

To participate in this meeting, members of the public may:

- **Attend the meeting in person.**

- **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 about agenda items, City Administration, and matters that are otherwise of public concern to the City Council 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 the QR Code on the right, 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 Jeanne Vint Frischman
____Councilmember Jason Steffenhagen

II. Pledge of Allegiance

III. Public Comment Forum

IV. Approval of Agenda

V. Special Order of Business

1. Tibetan Compassion Day Proclamation

2. Proclamation Recognizing Eagle Scout Finn Peterson

VI. Consent Agenda

1. Consider Approval of Payments

2. Consider Approval of City Council Minutes
    a. June 24, 2025 City Council Minutes
    b. June 24, 2025 Work Session Minutes
3. Accept Receipt of Commission Minutes
    a. 05.12.25 Public Safety Commission Minutes
4. Consider Purchase of 350 kW Generator and Professional Services Installation for the Public Safety Building
5. Consider a Resolution Identifying the Need for Livable Communities Demonstration Account Funding and Authorizing Application for Grant Funds
6. Consider a Resolution Authorizing the Lions Club to Submit Off-Site Gambling License Application to the MN Gambling Control Board
7. Consider Request of Application to Conduct Excluded Bingo for United Church of Christ of New Brighton
8. Consider Authorizing Purchase of Replacement Parts for the Eagles Nest Indoor Playground

VII. Public Hearings

VIII. Council Business

IX. Commission Liason Reports, Announcements, and Updates

City Manager Devin Massopust
Councilmember Graeme Allen
Councilmember Emily Dunsworth
Councilmember Jeanne Vint Frischman
Councilmember Jason Steffenhagen
Mayor Kari Niedfeldt-Thomas

X. Adjournment

CITY OF NEW BRIGHTON

Proclamation

WHEREAS the City of New Brighton recognizes the Tibetan-American community as an integral part of our city's rich diversity and values their contributions to the social, cultural, and civic life of our community; and

WHEREAS the Tibetan people have long promoted the principles of peace, compassion, nonviolence, and respect for all living beings—principles reflected in the teachings of His Holiness the 14th Dalai Lama, Tenzin Gyatso, and deeply aligned with the values upheld by the City of New Brighton; and

WHEREAS His Holiness, born on July 6, 1935, has inspired people around the world—including Minnesotans—with his lifelong dedication to fostering compassion, understanding, and unity across communities and faiths; and

WHEREAS Minnesota is home to the second-largest Tibetan population in the United States, and organizations such as the Tibetan American Foundation of Minnesota and local Tibetan groups continue to preserve Tibetan heritage, support cultural education, and advocate for human rights and dignity; and

WHEREAS the City of New Brighton affirms its respect for the Tibetan community and its commitment to fostering cultural understanding and unity through continued learning and meaningful collaborations; and

NOW, THEREFORE*, I, Kari Niedfeldt-Thomas,* Mayor of the City of New Brighton, do hereby proclaim July 6, 2025, as:

TIBETAN COMPASSION DAY

in the City of New Brighton, in honor of the values, contributions, and enduring spirit of the Tibetan-American community, and in recognition of the 90th birthday of His Holiness the 14th Dalai Lama, whose life and legacy continue to inspire compassion and peace throughout the world.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Brighton, Minnesota to be affixed this 8th day of July, 2025.

Kari Niedfeldt-Thomas – MAYOR

NEW BRIGHTON
building tomorrow today

CITY OF NEW BRIGHTON

Proclamation

WHEREAS Finn Peterson is a valued member of the New Brighton community entering his senior year at Irondale High School where he is on the Varsity Soccer, Tennis, and Nordic Skiing teams as well as playing clarinet in the top ensemble and participating in National Honor Society; and,

WHEREAS Finn has shown outstanding leadership throughout his Scouting journey with New Brighton Troop 9412 and his continued involvement with the prestigious National Youth Leadership Training (NYLT) program that trains over 400 Scouts annually in advanced leadership skills such as communication, planning, problem-solving, and team development each summer; and,

WHEREAS Finn's dedication to NYLT is especially notable, having served as a participant in 2021 and returning each year since as a volunteer staff member, culminating in his selection as Senior Patrol Leader, where he successfully led the entire youth staff and helped deliver leadership training to over 80 fellow Scouts; and,

WHEREAS For his Eagle Scout Service Project, Finn planned and, with the help of his close friends and volunteers from multiple troops, constructed 16 high-quality benches made from recycled plastic for the tennis courts at Hidden Oaks, Hansen, and Totem Pole Parks. These benches, funded through many hours of bagging groceries and a community pasta dinner, provide essential rest and storage areas for park users, and enhance the overall accessibility and enjoyment of these public spaces; and,

WHEREAS Those who know Finn best celebrate not only his talents and accomplishments but the person who he is. They are proud of him for his honesty, integrity, and kindness as well as the way he leads with kindness and treats others with genuine compassion and respect.

NOW, THEREFORE *I, Kari Niedfeldt-Thomas,* Mayor of
The City of New Brighton, Minnesota do hereby congratulate:

Finn Peterson

On his Eagle Scout Award and commend him for his exemplary service, leadership, and dedication to our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Brighton, Minnesota to be affixed this 8th day of July, 2025.

NEW BRIGHTON
building tomorrow today

Kari Niedfeldt-Thomas – MAYOR

Agenda Section:	**Consent Agenda**
Report Date:	**05/27/2025**
Meeting Date:	**July 8, 2025**

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of Payments

Action Requested:

Public Hearing:	Motion: **X**
Discussion:	Informational:

Form of Action:

Resolution:	Ordinance:
Contract/Agreement:	N/A or Other: **X**

Votes Needed:

3 Votes: **X**	4 Votes:
5 Votes:	N/A:

Summary Statement:

The following summary of claims have been submitted to the City's Finance Department for payment. A detailed listing is also attached.

EFT:	$512,434.62
ACH:	$27,055.30
Check:	$27,444.49
Total:	**$566,934.41**

Recommendations:	To approve the payment of invoices as listed in the attachment.

Applicable	The Council Meeting immediately following the disbursement of funds.

Deadlines:	

Community Impact:	All payments of claims are accounted for in the City's budgets and/or long-term financial plans and may be funded by the community through the property tax levy, user fees or other charges.

Legislative History:	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 **X**
Environment & Sustainability	Diverstiy, Equity Inclusion
Livable Community	N/A

Fiscal Impact:

Financial Impact: Is there a financial consideration?	No	**Yes: $ 566,934.41**

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

Attachments:	VI_1 Consider Approval of Payments

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
06/05/2025	AMERICAN EXPRESS - EFT	MAY AMEX CREDIT CARD FEES 04/30/2025 - 05/30/2025	62.94
06/05/2025	AMERICAN EXPRESS - EFT	MAY AMEX CREDIT CARD FEES 04/30/2025 - 05/30/2025	80.49
06/05/2025	AMERICAN EXPRESS - EFT	MAY AMEX CREDIT CARD FEES 04/30/2025 - 05/30/2025	80.49
06/05/2025	AMERICAN EXPRESS - EFT	MAY AMEX CREDIT CARD FEES 04/30/2025 - 05/30/2025	40.25
			264.17
06/09/2025	XCEL ENERGY	WELLS & LIFT STATIONS 04/17-05/16/25	228.60
06/09/2025	XCEL ENERGY	OLD HWY 8 STREET LIGHTS AND MAINT GARAGE GAS 04/17-05/18/25	333.04
06/09/2025	XCEL ENERGY	WELLS & LIFT STATIONS 04/17-05/16/25	29,638.07
06/09/2025	XCEL ENERGY	WELLS & LIFT STATIONS 04/17-05/16/25	2,651.64
06/09/2025	XCEL ENERGY	WELLS & LIFT STATIONS 04/17-05/16/25	714.93
06/09/2025	XCEL ENERGY	WELLS & LIFT STATIONS 04/17-05/16/25	313.57
06/09/2025	XCEL ENERGY	WELLS & LIFT STATIONS 04/17-05/16/25	528.88
06/09/2025	XCEL ENERGY	WELLS & LIFT STATIONS 04/17-05/16/25	42.90
06/09/2025	XCEL ENERGY	OLD HWY 8 STREET LIGHTS AND MAINT GARAGE GAS 04/17-05/18/25	11,142.55
06/09/2025	XCEL ENERGY	WELLS & LIFT STATIONS 04/17-05/16/25	56.66
			45,650.84
06/12/2025	HEALTHY CONTRIBUTIONS SPV, LLC	APRIL 2025 SERVICES	6.50
06/16/2025	EBSO	SOURCEWELL HEALTH INSURANCE FOR JUNE	109,798.00
06/16/2025	EBSO	SOURCEWELL HEALTH INSURANCE FOR JUNE	(3,493.00)
06/16/2025	EBSO	SOURCEWELL HEALTH INSURANCE FOR JUNE	3,682.00
			109,987.00
06/16/2025	VANCO PAYMENT SOLUTIONS	MONTHLY VANCO FEES MAY 2025	29.86
06/16/2025	VANCO PAYMENT SOLUTIONS	MONTHLY VANCO FEES MAY 2025	29.86
06/16/2025	VANCO PAYMENT SOLUTIONS	MONTHLY VANCO FEES MAY 2025	14.93
			74.65
06/20/2025	ALERUS RETIREMENT & BENEFITS-EFT	COBRA FEES MAY	44.00
06/10/2025	ACE HARDWARE - CC	COUPLER	1.14
06/10/2025	ACE HARDWARE - CC	COUPLER	13.58
			14.72
06/10/2025	Ace Waste-cc	MAY WASTE DISPOSAL SERVICES	787.12
06/10/2025	Ace Waste-cc	MAY WASTE DISPOSAL SERVICES	1,869.18
06/10/2025	Ace Waste-cc	MAY WASTE DISPOSAL SERVICES	1,978.82
06/10/2025	Ace Waste-cc	MAY WASTE DISPOSAL SERVICES	3,358.22
06/10/2025	Ace Waste-cc	MAY WASTE DISPOSAL SERVICES	635.46
06/10/2025	Ace Waste-cc	MAY WASTE DISPOSAL SERVICES	869.22
			9,498.02
06/10/2025	ADOBE-CC	P&R ADOBE SUBSCRIPTION	59.99
06/10/2025	ALL HANDS FIRE EQUIPMENT-cc	FIRE HELMENTS	895.97

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
06/10/2025	ALLINA HEALTH SYSTEM-cc	SECOND QUARTER EDUCATION AND MEDICAL DIRECTION APRIL-JUNE 2025	4,688.00
06/10/2025	ALLSTREAM - CC	HOSTED PHONE SYSTEM	3,433.69
06/10/2025	AMAZON	FARMERS MARKET CRAFT SUPPLIES	16.97
06/10/2025	AMAZON WEB SERVICES - CC	HOSTED WEB SERVICES	4.84
06/10/2025	AMAZON.COM-cc	RAINBOW PINS FOR PRIDE AND CRATE FOR ROTATING LIBRARY	16.99
06/10/2025	AMAZON.COM-cc	RAINBOW PINS FOR PRIDE AND CRATE FOR ROTATING LIBRARY	19.99
06/10/2025	AMAZON.COM-cc	NOTEBOOKS FOR ALANNA HANSON IN UTILITY BILLING	39.96
06/10/2025	AMAZON.COM-cc	PENS FOR LICENSE BUREAU	66.00
06/10/2025	AMAZON.COM-cc	2025 NEW CASH DRAWER FOR PASSPORTS/ 2 REPLACEMENT CASH DRAWERS FOR LB	99.90
06/10/2025	AMAZON.COM-cc	2025 NEW CASH DRAWER FOR PASSPORTS/ 2 REPLACEMENT CASH DRAWERS FOR LB	524.94
06/10/2025	AMAZON.COM-cc	KEY RING	26.76
06/10/2025	AMAZON.COM-cc	#2015 LED TAIL LAMP	171.49
06/10/2025	AMAZON.COM-cc	BOAT CLEATS F.D.BOAT	31.96
06/10/2025	AMAZON.COM-cc	STAKES FOR FIELDS	149.13
06/10/2025	AMAZON.COM-cc	SAFETY FENCE	213.39
06/10/2025	AMAZON.COM-cc	MOWER SHARPENING DISCS	132.04
06/10/2025	AMAZON.COM-cc	NEW CHAINSAW HELMETS FOR THE CREW	402.79
06/10/2025	AMAZON.COM-cc	TREE STAKES	510.53
06/10/2025	AMAZON.COM-cc	SUPPLIES FOR RISE	72.58
06/10/2025	AMAZON.COM-cc	SUPPLIES FOR EDVENTURES	257.72
06/10/2025	AMAZON.COM-cc	CARPET SPOT REMOVER @ PUBLIC SAFETY	193.69
06/10/2025	AMAZON.COM-cc	MARKERS FOR WHITEBOARD	120.75
06/10/2025	AMAZON.COM-cc	NEW PHONE CASE	32.01
06/10/2025	AMAZON.COM-cc	PHONE SCREEN PROTECTOR	84.30
06/10/2025	AMAZON.COM-cc	TRUCK TOOLS	833.62
			4,000.54
06/10/2025	AMAZON.COM-cc	OFFICE SUPPLIES	210.45
06/10/2025	AMAZON.COM-cc	CPR SUPPLIES	92.95
06/10/2025	AMAZON.COM-cc	SUPPLY REFUND	(63.21)
06/10/2025	AMAZON.COM-cc	VINYL GLUE	79.99
06/10/2025	AMAZON.COM-cc	TAPE, PHONE CASE AND SCREEN PROTECTOR	49.56
06/10/2025	AMAZON.COM-cc	CELLPHONE CASE	175.44
06/10/2025	AMAZON.COM-cc	REMARKABLE TABLETS FOR PUBLIC WORKS AND IT TESTING	1,293.90
			1,839.08
06/10/2025	AMERICAN RED CROSS - CC	LIFEGUARD RED CROSS FEES	470.00
06/10/2025	Aramark-cc	COFFEE SUPPLIES	496.76
06/10/2025	ARBY'S - CC	DINNER 5/29/25 TRAVEL TO INDINA FOR CN 25004859	33.29
06/10/2025	Aspen Mills-cc	M. MOORE BOOTS AND EAR MOLD	250.98

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
06/10/2025	ATLASSIAN - CC	HOSTED KNOWLEDGEBASE	10.00
06/10/2025	AY CABRON - CC	TRAINING DAY DINNER 5/20/2025	1,907.16
06/10/2025	BANNERBUZZ - CC	FEATHER FLAGS FOR SPECIAL EVENTS	43.34
06/10/2025	BANNERBUZZ - CC	FEATHER FLAGS FOR SPECIAL EVENTS	517.40
			560.74
06/10/2025	BCA TRAINING EDUCATION-cc	2026 LEADERSHIP IN POLICE ORGANIZATION T. WODNICK 1/5/2026-2/6/2026	995.00
06/10/2025	BEACH'S LONG LAKE SERVICE - CC	#2009 PROPANE	2.76
06/10/2025	BEACH'S LONG LAKE SERVICE - CC	#2009 PROPANE	33.00
			35.76
06/10/2025	BEISSWENGERS HARDWARE-cc	PARTS FOR BLEACHERS	0.40
06/10/2025	BEISSWENGERS HARDWARE-cc	POST HOLE DIGGER	46.99
06/10/2025	BEISSWENGERS HARDWARE-cc	BOLTS SHOP	77.71
06/10/2025	BEISSWENGERS HARDWARE-cc	PARTS FOR BLEACHERS	19.75
06/10/2025	BEISSWENGERS HARDWARE-cc	WEED KILLER FOR SHOP	21.99
06/10/2025	BEISSWENGERS HARDWARE-cc	CHAINSAW FILES AND CHAINS	101.91
06/10/2025	BEISSWENGERS HARDWARE-cc	BUILDING FASTENERS	22.92
06/10/2025	BEISSWENGERS HARDWARE-cc	DRILL BITS FOR DOOR STOP	63.98
06/10/2025	BEISSWENGERS HARDWARE-cc	TOOLS & DUCT TAPE CITY HALL	62.77
06/10/2025	BEISSWENGERS HARDWARE-cc	KEYS FOR AERATOR @ BICENTENNIAL POND	5.98
			424.40
06/10/2025	BEST BUY - CC	TV AND MOUNT FOR PUBLIC SAFETY STAFF ENTRANCE SECURITY TV	12.55
06/10/2025	BEST BUY - CC	TV AND MOUNT FOR PUBLIC SAFETY STAFF ENTRANCE SECURITY TV	149.98
			162.53
06/10/2025	BRAND INK LLC - CC	V-PLOW WRAP	1,318.86
06/10/2025	C & D OIL SERVICES OF WASECA - CC	USED COOLANT PICKED UP	85.00
06/10/2025	CANVA - CC	SAFETY CAMP BANNER	8.81
06/10/2025	CANVA - CC	SAFETY CAMP BANNER	105.19
			114.00
06/10/2025	CARHARTT RETAIL - CC	PARKS SEASONAL UNIFORMS	217.15
06/10/2025	CASE CLUB - CC	GUN CASE FOR STORAGE AND ORGANIZATION SIM HAND GUNS	471.44
06/10/2025	CDW GOVERNMENT-cc	COMPUTER WALLMOUNT BRACKETS	1,532.40

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
06/10/2025	CENTURYLINK - CC	PHONE SERVICE	2,919.50
06/10/2025	CERTIFIED LABORATORIES-cc	CLEANING SUPPLIES	243.43
06/10/2025	Chet's Shoes-cc	SAFETY SHOES FOR PT'S	860.18
06/10/2025	CHIC-FIL-A - CC	LUNCH M. DEBOER AND M. SINGER 5/30 TRAVEL TO INDIANA CN25004589	32.47
06/10/2025	CHICAGO SKYWAY TOLL - CC	TOLLS IN CHICAGO 5/29 TRAVEL TO INDIANA CN 25004589	7.80
06/10/2025	CHICAGO SKYWAY TOLL - CC	CHICAGO TOLL 5/30 2025 TRAVEL TO INDIANA CN25004589	7.80
06/10/2025	CHUCK & DON'S - CC	K9 FOOD FOR TATER	80.49
06/10/2025	CINTAS - CC	FOR FLOOR MATS & SUPPLIES	398.60
06/10/2025	CINTAS - CC	NBCC MAT CLEANING	418.98
			817.58
06/10/2025	CLEARSCAPE - CC	TRAP ROCK FOR PLANTERS AT WATER PLANT	18.69
06/10/2025	CLEARSCAPE - CC	TRAP ROCK FOR PLANTERS AT WATER PLANT	255.87
			274.56
06/10/2025	CMI INC - CC	DMT GAS CYLINDER	15.96
06/10/2025	CMI INC - CC	DMT GAS CYLINDER	232.10
			248.06
06/10/2025	COB INDUSTRIES INC - CC	FREEZE KIT	502.87
06/10/2025	COLLINS ELECTRICAL + TECHNOLOGY -CC	DISCONNECTION OF FIBER AT HANSEN PARK	722.00
06/10/2025	COMCAST CABLE-cc	NBCC FITNESS CENTER CABLE	130.18
06/10/2025	COMCAST CABLE-cc	CABLE TV	149.49
06/10/2025	COMCAST CABLE-cc	TV SERVICE FOR PSC	111.77
06/10/2025	COMCAST CABLE-cc	CONTRUCTION FEES FOR INTERNET INSTALLATION AT SUNNY SQUARE PARK	3,849.42
06/10/2025	COMCAST CABLE-cc	PHONE SERVICE	504.76
			4,745.62
06/10/2025	Continental Research Corporation-cc	DEGREASER SHOP	301.00
06/10/2025	Continental Research Corporation-cc	CLEANING SUPPLIES	881.00
06/10/2025	Continental Research Corporation-cc	PAPER TOWELS	675.00
06/10/2025	Continental Research Corporation-cc	PAPER TOWELS	450.00
			2,307.00

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
06/10/2025	CORE & MAIN - CC	FOOD GRADE GREASE	2,539.36
06/10/2025	COSTCO WHOLESALE-CC	SNACKS/SUPPLIES FOR EDVENTURES	55.03
06/10/2025	COSTCO WHOLESALE-CC	COSTCO MEMBERSHIP	81.25
06/10/2025	COSTCO WHOLESALE-CC	BINGO SUPPLIES	98.55
06/10/2025	COSTCO WHOLESALE-CC	GARDEN PARTY SUPPLIES	155.26
06/10/2025	COSTCO WHOLESALE-CC	SNACKS/SUPPLIES FOR EDVENTURES	614.22
06/10/2025	COSTCO WHOLESALE-CC	COSTCO MEMBERSHIP	162.50
06/10/2025	COSTCO WHOLESALE-CC	20 OZ BOWLS KITCHEN SUPPLIES	12.49
06/10/2025	COSTCO WHOLESALE-CC	COSTCO MEMBERSHIP	40.63
06/10/2025	COSTCO WHOLESALE-CC	COSTCO MEMBERSHIP	40.62
06/10/2025	COSTCO WHOLESALE-CC	PAPER PRODUCTS FOR PUBLIC SAFETY KITCHEN, PALETTE OF WATER	648.89
06/10/2025	COSTCO WHOLESALE-CC	PUBLIC SAFETY COSTCO MEMBERSHIP	65.00
			1,974.44
06/10/2025	CPR SAVERS 1ST AID-cc	FIRE RESCUE MANEQUINS	2,128.00
06/10/2025	CUB FOODS-cc	H20/POP FOR RESALE AND AIR FRESH	4.65
06/10/2025	CUB FOODS-cc	BREAKFAST & BINGO SUPPLIES	165.99
06/10/2025	CUB FOODS-cc	BOOK CLUB SUPPLIES	19.97
06/10/2025	CUB FOODS-cc	SUMMER STAFF TRAINING SUPPLIES	16.50
06/10/2025	CUB FOODS-cc	LAUNDRY DETERGENT	19.99
06/10/2025	CUB FOODS-cc	H20/POP FOR RESALE AND AIR FRESH	12.56
06/10/2025	CUB FOODS-cc	H20/POP FOR RESALE AND AIR FRESH	10.28
06/10/2025	CUB FOODS-cc	SUNSCREEN FOR TRAINING DAY 5/13	19.98
06/10/2025	CUB FOODS-cc	CHIPS FOR TRAINING DAY DINNER 5/20	28.45
			298.37
06/10/2025	CULVER'S -CC	DINNER FOR M. DEBOER AND M. SINGER 5/30 TRIP TO INDIANA FOR CN25004589	26.88
06/10/2025	DALCO ENTERPRISES, INC-cc	SUPPLIES FOR HECTOR @ PUBLIC SAFETY	1,006.97
06/10/2025	DELTA AIR-cc	AIRFARE ATHLETIC BUSINESS CONFERENCE	518.96
06/10/2025	DEPARTMENT OF LABOR AND INDUSTRY-cc	MAY 2025 SURCHARGE	2,329.76
06/10/2025	DEPARTMENT OF LABOR AND INDUSTRY-cc	MAY 2025 SURCHARGE	(46.60)
			2,283.16
06/10/2025	DIAMOND SPEED PRODUCTS INC - CC	ASPHALT BLADES	601.60
06/10/2025	DIRTROAD APP - CC	EV CHARGE	1.44
06/10/2025	DIRTROAD APP - CC	NBPR EV CHARGE - VEHICLE 2504	93.80
06/10/2025	DIRTROAD APP - CC	DIRTROAD APP SUBSCRIPTION	3.00
			98.24
06/10/2025	DOMINO'S-cc	STAFF LUNCH	67.52
06/10/2025	DOOR DASH - CC	PERSONAL EXPENSE	50.00

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
06/10/2025	DOOR DASH - CC	NAGC MEAL	22.75
			72.75
06/10/2025	DULUTH TRADING COMPANY - CC	PANTS FOR JEREMY ASHER	115.49
06/10/2025	ELECTRO WATCHMAN INC-cc	FIRE ALARM MONITORING SERVICE	255.00
06/10/2025	ELECTRO WATCHMAN INC-cc	FIRE SYSTEM MONITORING - MAINTENANCE OFFICE	180.00
06/10/2025	ELECTRO WATCHMAN INC-cc	FIRE SYSTEM MONITORING- WARM STORAGE	180.00
06/10/2025	ELECTRO WATCHMAN INC-cc	FIRE SYSTEM MONITORING - COLD STORAGE	180.00
06/10/2025	ELECTRO WATCHMAN INC-cc	QUARTLY CHARGE FOR NBCC SECURITY	528.00
			1,323.00
06/10/2025	EMBLEM AUTHORITY - CC	PINK SHOULDER PATCHES - BREAST CANCER AWARENESS	514.00
06/10/2025	EMERGENCY APPARATUS MAINTENANCE-CC	#0517 FOAM GAUGE REPAIR	1,353.05
06/10/2025	Emergency Auto Tech, Inc-cc	2025 FORD F150 INSTALLATION	4,111.04
06/10/2025	FACEBOOK - CC	CONCERT ADS	33.07
06/10/2025	FEDEX-cc	RETURN GOLF CART PARTS GOLF COURSE	18.14
06/10/2025	FINANCE & COMMERCE, INC - CC	PROJECT 25-1 BID ADVERTISEMENT	271.32
06/10/2025	FIRSTNET / AT&T - CC	PUBLIC SAFETY PHONE BILL APRIL 2025	6,418.85
06/10/2025	FLEET FARM - CC	WADERS FOR WATER PLANT	13.00
06/10/2025	FLEET FARM - CC	NEW PFD'S & BOXES FOR DRAG HOOKS	253.96
06/10/2025	FLEET FARM - CC	WADERS FOR WATER PLANT	159.99
			426.95
06/10/2025	FRA-DOR BLACK DIRT & RECYC -CC	BLACK DIRT	369.00
06/10/2025	FRATTALLONE'S ACE HARDWARE - CC	NEW HOSE DRAIN FOR LIONS HEAD FOUNTAIN @ LIONS PARK	2.64
06/10/2025	FRATTALLONE'S ACE HARDWARE - CC	NEW HOSE DRAIN FOR LIONS HEAD FOUNTAIN @ LIONS PARK	31.47
			34.11
06/10/2025	FRONTIER PRECISION - CC	R12I MODEL 60 GPS	36,517.10
06/10/2025	FROST INC - CC	SPRAYER PARTS	241.68
06/10/2025	FULL SLATE - CC	2025 JUNE APPOINTMENT SCHEDULING SUBSCRIPTION	49.95

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
06/10/2025	G & B ENVIRONMENTAL - CC	NBCC HVAC FILTERS	1,130.34
06/10/2025	GALLS-cc	REPLACEMENT MASS CASUALTY INCIDENT BAG	11.52
06/10/2025	GALLS-cc	REPLACEMENT MASS CASUALTY INCIDENT BAG	137.55
			149.07
06/10/2025	GFOA - CC	FY 2024 CERTIFICATE OF ACHIEVEMENT REVIEW FEE	530.00
06/10/2025	GIFTOGRAM - CC	MAY 2025 EMPLOYEE ANNIVERSARY RECOGNITION GIFT CARD	150.00
06/10/2025	GOLFSOFTWARE.COM - CC	ADDITIONAL GOLFER LICENSES	30.00
06/10/2025	Grainger-cc	MOUNTING PLATE FOR TOOL BOX IN #1908	4.17
06/10/2025	Grainger-cc	FIRE ALARM PULL COVERS FOR LB & PASSPORTS	222.93
06/10/2025	Grainger-cc	MOUNTING PLATE FOR TOOL BOX IN #1908	49.75
			276.85
06/10/2025	GYM WORKS INC - CC	NBCC FITNESS CENTER EQUIPMENT PARTS	235.00
06/10/2025	HACH COMPANY-cc	IRON TESTING & MANGANESE STANDARDS	693.02
06/10/2025	HANDY - CC	SAFETY STRAPS	782.69
06/10/2025	HANNAY'S MARINE - CC	FIRE EXTINGUISHER MOUNT FOR BOAT 481	4.99
06/10/2025	HERITAGE LANDSCAPE SUPPLY GROU - CC	IRRIGATION PARTS	136.90
06/10/2025	HERITAGE LANDSCAPE SUPPLY GROU - CC	PONDS STRAW BLANKET	307.68
			444.58
06/10/2025	HOLIDAY INNS-cc	HOTEL ROOM FOR M. DEBOER AND M. SINGER TRAVEL TO INDIANA 5/29-5/30 CN 25004589	438.80
06/10/2025	HOLIDAY INNS-cc	HOTEL FOR 2025 MNIAAI CONFERENCE ST. CLOUD 5/14-5/16 M. SCHUTE	241.84
			680.64
06/10/2025	HOLMES REPAIR LLC - CC	ANNUAL COMPRESSOR SERVICE	1,114.76
06/10/2025	HOME DEPOT - CC	NEW TOOL BOX FOR #1908	320.14
06/10/2025	HOME DEPOT - CC	BUILDING MATERIALS	24.63
06/10/2025	HOME DEPOT - CC	DOOR STOP FOR WELL HOUSE/ CHEM ROOMS	76.30
			421.07
06/10/2025	HULU - CC	TV SERVICE FOR PSC	106.19
06/10/2025	ICL, LLC - CC	IRRIGATION START UP- NORTH WEST PARK	350.00

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
06/10/2025	ICL, LLC - CC	IRRIGATION START UP- DRIFTWOOD	160.00
06/10/2025	ICL, LLC - CC	IRRIGATION START UP- FREEDOM	240.00
06/10/2025	ICL, LLC - CC	IRRIGATION START UP- HANSEN	160.00
06/10/2025	ICL, LLC - CC	IRRIGATION START UP- H.O	140.00
06/10/2025	ICL, LLC - CC	IRRIGATION START UP- INNSBRUCK	100.00
06/10/2025	ICL, LLC - CC	IRRIGATION STRT UP- SUNNY SQUARE	452.00
06/10/2025	ICL, LLC - CC	IRRIGATION START UP- TOTEM POLE	140.00
06/10/2025	ICL, LLC - CC	IRRIGATION START UP- SHOP	100.00
06/10/2025	ICL, LLC - CC	IRRIGATION START UP- CITY HALL	1,024.00
06/10/2025	ICL, LLC - CC	IRRIGATION START UP- GOLF COURSE	1,904.00
			4,770.00
06/10/2025	IDEAL SERVICE, INC. - CC	TROUBLE SHOOT #4 VFD	405.00
06/10/2025	ILLINOIS TOLLWAY - CC	ILLINOIS TOLLS FOR M. DEBOER, M. SINGER TRAVEL TO INDIANA FOR CN25004589	14.50
06/10/2025	INDIANA TOLL ROAD - CC	INDIANA TOLL 5/30/2025	12.60
06/10/2025	Innovative Office Solutions-cc	BINDER CLIPS & COPY PAPER FOR LICENSE BUREAU & CITY HALL	415.61
06/10/2025	Innovative Office Solutions-cc	PENS & PAPER	77.59
06/10/2025	Innovative Office Solutions-cc	BATHROOM SUPPLIES	1,733.10
06/10/2025	Innovative Office Solutions-cc	GENERAL OFFICE SUPPLIES	97.46
			2,323.76
06/10/2025	KB FLOORS	NEW CARPET FOR FIRE MARSHALL OFFICE AND PLANING ROOM	2,280.00
06/10/2025	L & S SERVICE SOLUTION - CC	CLEANING SERVICE AT NBCC	5,995.00
06/10/2025	LABEL VALUE - CC	ASSORTED FILE LABELS	1.71
06/10/2025	LABEL VALUE - CC	ASSORTED FILE LABELS	20.48
			22.19
06/10/2025	LEARN FIRST AID & CPR - CC	LIFEGUARD INSTRUCTOR RECERTIFICATION	125.00
06/10/2025	Loffler Companies, Inc-cc	PARKS & REC COPIER CHARGES	802.52
06/10/2025	LYFT - CC	NAGC CONFERENCE TRANSPORTATION	95.03
06/10/2025	MacQueen Equipment-cc	#1703 CLAMPS/ DIRT SHOE	812.28
06/10/2025	MARIE RIDGEWAY & ASSOC - CC	THERAPY RETAINER AND ONE SESSION MAY 2025	770.00
06/10/2025	MATTERPORT - CC	3D CAMERA AND SUBSCRIPTION FOR MAPPING PARK BUILDINGS	505.29

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
06/10/2025	MATTERPORT - CC	3D CAMERA AND SUBSCRIPTION FOR MAPPING PARK BUILDINGS	6,693.13
			7,198.42
06/10/2025	MCPA LEGAL ASSISTANCE PROGRAM - CC	MCPA LDF	150.00
06/10/2025	Menards-cc	LINE FOR WEED WHIP & NEW HEAD	5.28
06/10/2025	Menards-cc	CAMERA PARTS RETURNED	(11.31)
06/10/2025	Menards-cc	SUPPLIES FOR SHELTERS	22.76
06/10/2025	Menards-cc	NBCC CAMERA PARTS	86.97
06/10/2025	Menards-cc	GROUP FITNESS MATERIALS	22.37
06/10/2025	Menards-cc	LINE FOR WEED WHIP & NEW HEAD	254.24
06/10/2025	Menards-cc	TOOLS FOR WATER MAIN BREAK	31.96
			412.27
06/10/2025	METROPOLITAN COUNCIL ENVIRO - CC	PARTIAL PAYMENT FOR JUNE WASTE WATER SERVICES	19,999.00
06/10/2025	MICHAELS STORES-cc	FARMERS MARKET SUPPLIES	9.98
06/10/2025	MIDWAY FORD - CC	#1602 TPMS	881.90
06/10/2025	MIDWAY FORD - CC	#1805 WATER PUMP	115.45
06/10/2025	MIDWAY FORD - CC	TIRE SENSOR SHOP	101.18
06/10/2025	MIDWAY FORD - CC	#2411 SPOT LAMP	655.88
			1,754.41
06/10/2025	MIDWEST MACHINERY CO - CC	REPAIR DRAWBAR BOLT HOLES ON JOHN DEER TRACTOR	1,148.67
06/10/2025	MINNEAPOLIS FINANCE DEPT - CC	WATER FIXED CHARGE- APRIL 2025	5,256.12
06/10/2025	MINNESOTA EQUIPMENT-cc	#2502 SPINDLE GUARD	31.40
06/10/2025	MINNESOTA EQUIPMENT-cc	K12 BATTERY FOR TRUCKS	2,492.54
06/10/2025	MINNESOTA EQUIPMENT-cc	#2502 SPINDLE GUARD	(31.40)
			2,492.54
06/10/2025	MINNESOTA PARENT - CC	BIRTHDAY PARTY ADS	1,000.00
06/10/2025	MN ASSOC OF GOVT COMMUNICATOR-CC	MN ASSOCIATION OF GOVERNMENT COMMUNICATORS RENEWAL FEE	50.00
06/10/2025	MN DEPT OF PUBLIC SAFETY - CC	CLASS A PERMIT FEE- DEBOER	29.88
06/10/2025	MOBILE PRO SYSTEMS - CC	CAMERA TRAILIER WARRANTY AND MP STATUS ACCESS	359.40
06/10/2025	MOTOROLA SOLUTIONS INC - CC	PORTABLE RADIOS - 10	78,917.44
06/10/2025	MOUNDS VIEW PUBLIC SCHOOL-cc	VOLLEYBALL FACILITY FEE	187.00
06/10/2025	MOUNDS VIEW PUBLIC SCHOOL-cc	SWIM LESSON FACILITY FEE	5,245.75

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
06/10/2025	MOUNDS VIEW PUBLIC SCHOOL-cc	GYMNASTICS GYM FEES	3,799.25
06/10/2025	MOUNDS VIEW PUBLIC SCHOOL-cc	BASEBALL LEAGUE FACILITY FEE	10.50
			9,242.50
06/10/2025	MUNCHKIN MARKETS - CC	TOYS FOR ADVENTURES	383.50
06/10/2025	NAGARA - CC	ANNUAL MEMBERSHIP FOR 5/1/25-4/30/26 FOR TERRI SPANGRUD	89.00
06/10/2025	NAPA AUTO PARTS - CC	FUSES STOCK	14.24
06/10/2025	NASSCO, INC - CC	PACP CLASS	1,240.00
06/10/2025	NORDEAST COFFEE COMPANY, INC - CC	PROGRAM COFFEE SUPPLIES	458.30
06/10/2025	NORDEAST COFFEE COMPANY, INC - CC	COFFEE FOR PUBLIC SAFETY MAY 2025	398.05
			856.35
06/10/2025	NORM'S TIRE SALES -CC	TIRES SHOP	318.00
06/10/2025	NORM'S TIRE SALES -CC	#2109 2 TIRES	405.28
			723.28
06/10/2025	NORTH AMERICAN RESCUE - CC	MED KIT FOR RESERVES	69.68
06/10/2025	North American Safety -cc	J ASHER UNIFORMS	436.20
06/10/2025	NORTHERN TOOL EQUIPMENT-cc	BIT SET FOR #1908	19.99
06/10/2025	NORTHWEST RIVER SUPPLIES - CC	BAG FOR RESCUE SWIMMER CLOTHING	32.64
06/10/2025	NORTHWEST RIVER SUPPLIES - CC	BAG FOR RESCUE SWIMMER CLOTHING	389.85
			422.49
06/10/2025	OFFICE DEPOT-cc	PD SIGNS	17.58
06/10/2025	OFFICE DEPOT-cc	PD SIGNS	194.78
			212.36
06/10/2025	Orkin -cc	MAY ORKIN 2025	122.00
06/10/2025	Orkin -cc	PEST CONTROL - MAY PUBLIC WORKS	150.00
06/10/2025	Orkin -cc	PEST CONTROL FREEDOM PARK	176.00
06/10/2025	Orkin -cc	PEST CONTROL AT NBCC	144.00
06/10/2025	Orkin -cc	PEST CONTROL BRIGHTWOOD HILLS	102.96
			694.96
06/10/2025	OXYGEN SERVICE COMPANY -cc	OXYGEN REFILL MAY 2025	19.80
06/10/2025	PERFORMANCE PLUS - CC	PREPLACEMENT MEDICAL EXAM L. LOFGREN	413.00

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
06/10/2025	PERKINS RESTAURANT - CC	BINGO PRIZE FOR SENIORS	40.00
06/10/2025	PETERSON COMPANIES - CC	IRRIGATION @ LIONS	1,711.66
06/10/2025	PILOT - CC	GAS FOR TRAVEL TO INDIANA 5/29-5/30 FOR CN 25004589	33.90
06/10/2025	PIONEER PRESS-CC	GOLF GUIDE	151.80
06/10/2025	PITNEY BOWES-CC	LABELS FOR POSTAGE MACHINE	74.58
06/10/2025	PLETSCHERS GREENHOUSE - CC	PLANTS FOR NBCC PLANTER BOXES	32.50
06/10/2025	PLETSCHERS GREENHOUSE - CC	PLANTS FOR NBCC PLANTER BOXES	388.00
			420.50
06/10/2025	PRECISE - CC	PRECISE SUBSCRIPTION	440.00
06/10/2025	PRECISION DRIVING CENTER - CC	FIRE DRIVING SCHOOL M. WIGDAHL, B. NUNDAHL	780.00
06/10/2025	PROXI MAPS - CC	NATIONAL NIGHT OUT MAPPING	99.00
06/10/2025	PUKKA INC. - CC	VISORS	215.28
06/10/2025	RAMSEY COUNTY - CC	WASTE REMOVAL	943.48
06/10/2025	RAMSEY COUNTY - CC	WASTE REMOVAL	1,802.96
			2,746.44
06/10/2025	RAMSEY COUNTY ENVIRONMENTAL - CC	ENVIRONMENTAL HEALTH LICENSE FEE FOR POLIC DOGZ CART 2025	112.00
06/10/2025	RED WING SHOES - CC	BOOTS FOR BEN	850.47
06/10/2025	REPUBLIC SERVICES - CC	REPUBLIC SERVICES MAY 2025	29,854.87
06/10/2025	RON TURLEY ASSOCIATES, INC. - CC	FLEET MANAGEMENT SOFTWARE SUBSCRIPTION	5,502.00
06/10/2025	SAFEGUARD - CC	DEPOSIT BAGS AND TICKETS	160.33
06/10/2025	SAFEGUARD - CC	DEPOSIT BAGS AND TICKETS	125.90
			286.23
06/10/2025	SAILCRAFTERS - CC	BLACK AND WHITE THREAD	19.90
06/10/2025	SCHINDLER ELEVATOR CORP - CC	ELEVATOR INTERIOR PROJECT 50% DOWN	13,200.00

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
06/10/2025	SHARROW LIFTING PRODUCTS-cc	INSPECTION CHAINS/STRAPS	356.07
06/10/2025	SHERATON HOTELS - CC	NAGV HOTEL	347.10
06/10/2025	SHRED IT-CC	CLEAN-UP DAY MAY 2025	1,863.36
06/10/2025	SIGNARAMA ROSEVILLE - CC	STOCKYARD DAYS BANNER DATES	195.70
06/10/2025	STAGES THEATRE COMPANY - CC	EDVENTURES FIELD TRIP	471.00
06/10/2025	STREICHER'S-cc	AMMUNITION	940.00
06/10/2025	STREICHER'S-cc	M. WINTERLIN VEST	3,451.76
			4,391.76
06/10/2025	SUNBELT RENTALS - CC	SCISSOR LIFT FOR WINDOW CLEANER @ WTP #1	100.16
06/10/2025	SUNBELT RENTALS - CC	SCISSOR LIFT FOR WINDOW CLEANER @ WTP #1	1,195.82
			1,295.98
06/10/2025	SUPERIOR SAND AND GRAVEL - CC	ASPHALT RUBBLE DISPOSAL OF WATER BREAKS	200.00
06/10/2025	SUPERIOR SAND AND GRAVEL - CC	RIPRAP FOR HANSEN PARK CULVERT	873.45
			1,073.45
06/10/2025	SURVEY MONKEY - CC	SURVEY MONKEY ANNUAL RENEWAL	372.00
06/10/2025	SYSCO MINNESOTA, INC - CC	COOKIES/BARS FOR RESALE AT THE GOLF COURSE	157.46
06/10/2025	TAHO SPORTSWEAR - CC	VOLLEYBALL LEAGUE CHAMP SHIRTS	389.80
06/10/2025	TAHO SPORTSWEAR - CC	YOUTH LEAGUE HATS	3,986.35
06/10/2025	TAHO SPORTSWEAR - CC	STAFF T-SHIRTS	578.85
			4,955.00
06/10/2025	TARGET-cc	RESALE DIAPERS	5.29
06/10/2025	TENET - CC	SURVEY STAKES & HUBS	267.25
06/10/2025	Terminal Supply Co-cc	SHOP SUPPLIES SHOP STOCK	116.06
06/10/2025	TEXT-EM-ALL - CC	TEXT-EM-ALL SUBSCRIPTION	19.00
06/10/2025	THE FORMIDABLE GENEALOGIST - CC	GENEALOGY CLASS JUNE	20.00
06/10/2025	THE STAR TRIBUNE-cc	SUBCRIPTION FOR CITY HALL	856.34
06/10/2025	THOMSON REUTERS- WEST-CC	ONLINE SOFTWARE SUBSCRIPTION CHARGES MAY 2025	407.47

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
06/10/2025	THORNE BROS CUSTOM ROD & TACKL - CC	HOOKS FOR DRAG BARS ON RESCUE BOATS	3.19
06/10/2025	THORNE BROS CUSTOM ROD & TACKL - CC	HOOKS FOR DRAG BARS ON RESCUE BOATS	68.00
			71.19
06/10/2025	THREE RIVERS DISTRICT-CC	EDVENTURES FIELD TRIP	77.50
06/10/2025	THRYV - CC	PRINT CHARGES	126.55
06/10/2025	TRI-STATE BOBCAT - CC	#1905 PINS	1,997.57
06/10/2025	TRI-STATE BOBCAT - CC	SWITCH/ PINS SHOP	169.48
			2,167.05
06/10/2025	UDEMY INC - CC	2025 CUSTOMER SERVICE ONLINE TRAINING	21.66
06/10/2025	UHL COMPANY, INC - CC	PREVENTATIVE MAINTENANCE CONTRACT 6/1/2025-5/31/2026	1,696.00
06/10/2025	ULINE-CC	TRASH CANS	511.89
06/10/2025	VEIMAN TREE SERVICE - CC	PROFESSIONAL SERVICE TREE REMOVAL	875.00
06/10/2025	Verizon-cc	CELLULAR SERVICE	122.51
06/10/2025	VESTIS - CC	CLEANING & UNIFORMS	119.43
06/10/2025	VESTIS - CC	CLEANING & UNIFORMS	315.71
06/10/2025	VESTIS - CC	CLEANING & UNIFORMS	11.55
			446.69
06/10/2025	VOLVIK - CC	GOLF BALLS AND SPECAIL GOLF BALLS	3,546.36
06/10/2025	WALGREENS-cc	PD SIGNS	2.14
06/10/2025	WALGREENS-cc	PD SIGNS	25.59
			27.73
06/10/2025	WALMART.COM - CC	SUPPLIES FOR EDVENTURES	7.86
06/10/2025	WALMART.COM - CC	COMMUNITY LUNCH SUPPLIES	55.52
06/10/2025	WALMART.COM - CC	GARDEN PARTY SUPPLIES	74.18
06/10/2025	WALMART.COM - CC	SUPPLIES FOR EDVENTURES	49.58
06/10/2025	WALMART.COM - CC	PARKS DISCOVERY SUPPLIES	55.06
06/10/2025	WALMART.COM - CC	PARK DISCOVERY SUPPLIES	28.61
			270.81
06/10/2025	Warning Lites of Minnesota-cc	NEW CONES	266.70
06/10/2025	Warning Lites of Minnesota-cc	CONES FOR TREE PROJECT	645.00
06/10/2025	Warning Lites of Minnesota-cc	CLEVELAND ROAD DETOUR	1,034.10
			1,945.80

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
06/10/2025	WILSON SPORTING GOODS - CC	VOLLEYBALL FOR LEAGUE	3.34
06/10/2025	WILSON SPORTING GOODS - CC	VOLLEYBALL FOR LEAGUE	39.95
			43.29
06/10/2025	WINDY CITY NOVELTY - CC	PLASTIC FIRE HELMETS	957.60
06/10/2025	YAMAHA GOLF & UTILITY - CC	SERVICE CALL	68.35
06/10/2025	ZEP SALES & SERVICES - CC	SHELL SHOCK HAND PUMACE SHOP	210.35
06/27/2025	ALEXANDER-SUSENS, TIFFANY	JUNE DEALER RUNS	113.26
06/27/2025	BASARA, JEFF	CLASS A LICENSE REIMBURSEMENT	65.00
06/27/2025	BAYCOM	FOUR LAPTOPS FOR PUBLIC SAFETY SQUAD VEHICLES	11,878.00
06/27/2025	CEMSTONE PRODUCT CO.	CONCRETE CURBS	872.50
06/27/2025	FACTORY MOTOR PARTS CO	OW20 OIL SHOP	67.72
06/27/2025	GAMETIME INC	NEW SLIDE EXIT FOR BROKEN SLIDE AT INNSBRUCK PARK PLAYGROUND	1,829.50
06/27/2025	INFOSEND, INC	MAY 2025 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 06.12.25	182.72
06/27/2025	INFOSEND, INC	MAY 2025 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 06.12.25	119.79
06/27/2025	INFOSEND, INC	MAY 2025 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 06.12.25	182.72
06/27/2025	INFOSEND, INC	MAY 2025 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 06.12.25	119.79
06/27/2025	INFOSEND, INC	MAY 2025 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 06.12.25	91.36
06/27/2025	INFOSEND, INC	MAY 2025 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 06.12.25	59.90
			756.28
06/27/2025	KATH FUEL OIL SERVICE	TRANSMISSION FLUID STOCK	707.00
06/27/2025	LEHMANN, JENNIFER	ONBOARDING TEAM LUNCH	180.65
06/27/2025	LOFFLER COMPANIES, INC	CONTRACT OVERAGE CHARGEFOR THE 05/09/2025 TO 06/08/2025 OVERAGE PERIOD	331.78
06/27/2025	MANSFIELD OIL COMPANY OF GAINSVILLE	DIESEL 506 GALLONS	2,668.96

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
06/27/2025	MARCO TECHNOLOGIES, LLC	SHRED SERVICE CHARGE - ROUTINE	52.50
06/27/2025	MC TOOL & SAFETY SALES	MARKING PAINT	222.48
06/27/2025	MC TOOL & SAFETY SALES	GREEN PAINT	71.40
			293.88
06/27/2025	MID AMERICAN SIGNAL, INC	TRAFFIC SPEED SIGN	2,178.00
06/27/2025	MINUTE MAKER SECRETARIAL	6/4 EDC MINS, 6/4/PREC MEETING MINS, 6/9 PULIC SAFETY COMM MTG MIN, 6/10 C COUN & WORKSESSION	1,983.50
06/27/2025	MUSIC TOGETHER IN THE VALLEY LLC	MUSIC TOGETHER SPRING 2025 SESSION	2,022.00
06/27/2025	OWENS COMPANIES INC	DEHUMIDIFIER REPAIR	843.00
06/27/2025	STREET FLEET	2025 LB COURIER STREET FLEET JUNE 2025 (06/18/2025) REPORT COURIER	25.16
06/27/2025	THE MPX GROUP	FOR NEW NAMEPLATES IN THE COUNCIL CHAMBERS AT CITY HALL	186.61
06/26/2025	AARP	AARP SAFE DRIVER JUNE 10, 2025 CLASS	240.00
06/26/2025	ADAGIO'S PIZZA FACTORY	SAFE RIDE GRANT REIMBURSEMENT	226.23
06/26/2025	ANDREW & ANDREA HERDER	POOL REFUND	2,429.00
06/26/2025	BOSCH, ROBERT AND LAVONE	UB refund for account: 312728	11.25
06/26/2025	BOSCH, ROBERT AND LAVONE	UB refund for account: 312728	29.35
06/26/2025	BOSCH, ROBERT AND LAVONE	UB refund for account: 312728	19.83
06/26/2025	BOSCH, ROBERT AND LAVONE	UB refund for account: 312728	10.43
			70.86
06/26/2025	CLEAR PERFECTION WINDOW CLEANING	WINDOW WASHING @ WTP # 1,3,4,5	620.00
06/26/2025	CLEAR PERFECTION WINDOW CLEANING	WINDOW WASHING @ WTP # 1,3,4,5	260.00
			880.00
06/26/2025	COWBOY JACK'S	REIMBURSEMENT FOR SAFE RIDE GRANT	131.43
06/26/2025	EARL F. ANDERSEN, INC.	SIGN BLANK FOR THE HISTORICAL SOCIETY	795.50
06/26/2025	FLEETPRIDE, INC	FILTERS SHOP STOCK	41.45

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
06/26/2025	METRO WEST IRRIGATION & LANDSCAPE	CP 25-5 LIFT STATION 1 REMOVAL IRRIGATION REPAIRS	1,331.10
06/26/2025	MN DEPT OF HEALTH	RENEWAL OF WATER LICENSE- MILLER	23.00
06/26/2025	MN METRO NORTH TOURISM BUREAU	MAY LODGING TAX	10,408.20
06/26/2025	MN METRO NORTH TOURISM BUREAU	MAY LODGING TAX	(520.41)
			9,887.79
06/26/2025	RIEDEL'S LAWN SERVICE, INC	CP25-5 LIFT STATION 1 REMOVAL IRRIGATION REPAIRS	7,505.00
06/26/2025	SHOREVIEW, CITY OF	MINI TRIP MUSEUM OF RUSSIAN ART	190.00
06/26/2025	SUPER VENDING, LLC	SAFETY CAMP DJ JUNE 26, 2025	500.00
06/26/2025	TRAUT COMPANIES	UB refund for account: 000012	2,940.82
06/26/2025	TWIN CITY HARDWARE COMPANY	NEW NPC-5 KEYS FOR BUIDLINGS	52.31
06/26/2025	VINCENT K ROSE	LIVE MUSIC FOR RISE EVENT 7-1-2025	200.00
	TOTAL PAYMENTS		**$ 566,934.41**

Agenda Section:	Consent Agenda
Report Date:	05/27/2025
Meeting Date:	July 8, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of City Council Minutes

Action Requested:

Public Hearing:	Motion:
Discussion:	Informational:

Form of Action:

Resolution:	Ordinance:
Contract/Agreement:	N/A or Other:

Votes Needed:

3 Votes:	4 Votes:
5 Votes:	N/A:

Summary Statement:	

Recommendations:	

Applicable Deadlines:	

Community Impact:	

Legislative History:	

Strategic Priority:	Financial Sustainability	Staff Capabilities
	Economic Development	Community Engagement & Belonging
	City Assets	Operational Effectiveness
		N/A

Fiscal Impact:	**Financial Impact: Is there a financial consideration?**	No	Yes: $
	Financing Sources:	Budgeted	Budget Modification
	New Revenue	Use of Reserves	Other

Attachments:	None

COUNCIL PROCEEDINGS
THE CITY OF NEW BRIGHTON

Pursuant to notice thereof, a regular meeting of the New Brighton City Council was held Tuesday, June 24, 2025 at 6:30 pm in the New Brighton Council Chambers.

Present: **Mayor Niedfeldt-Thomas, Councilmembers Allen, Dunsworth and Frischman**
Absent: **Councilmember Steffenhagen**

Also Present: **Devin Massopust-City Manager, Sarah Sonsalla-City Attorney (attending remotely), Craig Schlichting-Director of Community Assets and Development, Ben Gozola-Assistant Director of Community Assets and Development**

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

Call to Order

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

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.

Public Comment Forum

Approval of Agenda
Approval of the June 24, 2025 Council Agenda.

Approval of Agenda
Approval of the June 24, 2025 Agenda.

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

4 Ayes, 0 Nays-Motion Carried

Special Order of Business

Special Order of Business

None.

Consent Agenda

Consent Agenda

1. Consider Approval of Payments.

2. Approve City Council Minutes:

   a. June 10, 2025 City Council Meeting Minutes.

   b. June 10, 2025 Worksession Meeting Minutes.

3. Accept Receipt of Commission Minutes: None.

4. Consideration of a Resolution Authorizing the Uses of the 2024 General Fund Excess Fund Balance and Amending the 2025 General Fund Budget.

5. Consider authorizing staff to execute an agreement for proposed auditing service fees for the years ending December 31, 2025, 2026 and 2027.

6. Municipal Water System Supervisory Control and Data Acquisition (SCADA) Server Upgrade.

7. Consider Approval of Temporary Liquor License for Stockyard Days 2025.

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

4 Ayes, 0 Nays - Motion Carried

Public Hearing

1. Consider a Resolution approving a Preliminary and Final Plat for Myslajek Estates.

Public Hearing
1. Consider a Resolution approving a Preliminary and Final Plat for Myslajek Estates.

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 Patrick & Kelleen Mae Myslajek are seeking to subdivide their property at 1820 Long Lake Road into two (2) parcels. Both the proposed parcels will conform to R-1 zoning requirements. It was noted the Planning Commission and staff are both recommending approval of the Preliminary and Final Plat with conditions.

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

4 Ayes, 0 Nays - Motion Carried

The Public Hearing was opened at 6:39 p.m.

Richad Myslajek, 1815 20th Avenue NW, explained he lives next door to this property and reported he supported the proposed plat.

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

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

4 Ayes, 0 Nays - Motion Carried

The Public Hearing was closed at 6:41 p.m.

Motion by Councilmember Frischman, seconded by Councilmember Allen to adopt a Resolution approving a Preliminary and Final Plat for Myslajek Estates.

4 Ayes, 0 Nays-Motion Carried

Council Business

1. Consider Resolution Accepting Bids and Award of Contract for City Project 25-1, 2025 Street Rehabilitation.

Council Business
1. Consider Resolution Accepting Bids and Award of Contract for City Project 25-1, 2025 Street Rehabilitation.

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 following four bids were received and opened by staff at 10:00 a.m. on June 17, 2025:

Park Construction Company $2,529,179.11
Dresel Contracting Inc. $2,616,663.68
GMH Asphalt Corporation $2,634,351.02
Valley Paving $2,744,984.55

Community Assets and Development Director Schlichting reported that a bid tabulation has been completed by the Department of Community Assets and Development and all bid totals were verified. The low bid of $2,529,179.11 submitted by Park Construction Company is seventeen percent below the engineer's estimate of $3,051,000. The low bidder, Park Construction Company, has completed work in the City in the past and is capable of performing work of this kind and magnitude. Staff provided further information regarding the improvements that would be completed and noted if awarded, the contract requires project completion by October 31, 2025.
Councilmember Frischman stated she was pleased to see the cost savings.

Motion by Councilmember Allen, seconded by Councilmember Dunsworth to accept all bids and adopt a Resolution awarding a contract for City Project 25-1, 2025 Street Rehabilitation to the lowest responsible bidder, Park Construction Company, in the amount of $2,529,179.11.

4 Ayes, 0 Nays-Motion Carried

2. Consideration of Approval of Plans and Specifications and Authorization for bids for Authorize Ad for Bids for City Project 25-7, Well #16 Well Drilling and Construction.

2. Consideration of Approval of Plans and Specifications and Authorization for bids for Authorize Ad for Bids for City Project 25-7, Well #16 Well Drilling and Construction.

City Manager Massopust indicated Public Works Superintendent Volk would be presenting this item to the Council.
Public Works Superintendent Volk stated the purpose of this item is to obtain Council approval of the plan and specifications for the drill of Well #16, City Project 25-7. He reported was also seeking authorization to advertise for public bids for the drilling of Well #16. The addition of Well #16 will provide us with the ability to continue to deliver safe and reliable drinking water to the residents, business owners, and visitors to the City of New Brighton.
Mayor Niedfeldt-Thomas asked how big this well would be. Public Works Superintendent Volk reported this well would be considerably bigger, noting the pilot well was 6" or 8" and the new well would have a 24" exterior with an 18" interior casing and a 10" municipal well.
Councilmember Allen explained the money for this project was coming from a settlement that was reached with the Army in 2024.

Motion by Councilmember Dunsworth, seconded by Councilmember Frischman to Approve the Plans and Specifications for City Project 25-7, Well #16 Well Drilling and Construction and to Authorize staff to advertise for bids for City Project 25-7, Well #16 Well Drilling and Construction.

4 Ayes, 0 Nays-Motion Carried

3. Consider Resolution Authorizing Acceptance of an Implementation Stormwater Resilience Grant, Approval of Plans and Specifications, and Authorization to bid.

3. Consideration of Resolution Adopting the Proposed Tax Levies for Taxes Payable in 2025 for Lake Diane and Bicentennial Pond Storm Sewer Improvement Taxing Districts.

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 effects of climate change are being felt across the State, from overwhelmed infrastructure, damaged property, dying trees, and culturally important native species, to excessive heat, worsening air quality, and other health threats. Minnesota state government is partnering with local communities to assess needs, develop climate adaptation plans, and make changes so that we are ready for what lies

ahead. New Brighton was selected as a grant recipient for the 10th Street NW/County Ditch 2 - Phase 1 Construction Plans Project for a grant of $103,842. Plans and Specifications were created and the City applied for an implementation Grant. Staff commented on the proposed improvements and reported New Brighton was selected as a grant recipient for the 10th Street NW/County Ditch 2 Implementation for a grant of $698,755.29.
Mayor Niedfeldt-Thomas thanked staff for all of their efforts on this project. She commended staff for pursuing and receiving grant dollars for this improvement project. She requested further information regarding the sub-grant agreement. Community Assets and Development Director Schlichting reported the sub-grant agreement would be between the owner and the City.
Mayor Niedfeldt-Thomas questioned if there was a way to manage the sub-grant agreement to ensure the property owner would remain responsible or committed to this. Community Assets and Development Director Schlichting commented staff could include language to ensure the cost was assessed to the property. City Attorney Sonsalla explained the sub-grant agreement would be recorded against the property. She reported in the event the property were to sell the sub-grant agreement would come up in the title search.
Councilmember Allen thanked staff for pursuing this grant and for taking a proactive approach on this project. He explained he used to live in the Garden View Apartments. He reported this project would be hugely beneficial to this property.

Motion by Councilmember Dunsworth, seconded by Councilmember Frischman to adopt a Resolution Authorizing Acceptance of an Implementation Stormwater Resilience Grant, Approval of Plans and Specifications and authorizing advertisement for bids.

4 Ayes, 0 Nays-Motion Carried

Commission Liaison Reports, Announcements and Updates

Commission Liaison Reports, Announcements and Updates

Devin Massopust
City Manager Massopust reported residents would be receiving a water quality report by July 1. He explained the Hansen Park West project would begin this week and noted the splash pad was now open to the public. He commented the next City Council meeting would be held on Tuesday, July 8.

Graeme Allen
Councilmember Allen reported the Park and Recreation Commission would not be meeting in July. He commented on the recent murder of Melissa and Mark Hortman and the attempted murder of Senator Hoffman and his wife Yvette. He indicated this was a terrible tragedy and he sent his condolences to the Hortman family. He encouraged residents in the community to reflect on this event and to consider how to resolve differences regarding politics in a healthy and constructive manner.

Mayor Niedfeldt-Thomas
Mayor Niedfeldt-Thomas expressed her deep condolences to the Hortman family. She indicated she agreed with the comments made by Councilmember Allen and explained it was okay to disagree peacefully. She encouraged everyone to reach out to their neighbors, to have hard conversations, and to find the humanity in others. She expressed her thanks on behalf of the Council to the Public Safety team for providing safety to the elected officials in this community. She encouraged the community to attend an upcoming Parks Discovery Day or the next farmers market which would be held on Wednesday, July 2. She reported the next summer concert would be held on Thursday, July 10 from 6:00 p.m. to 8:00 p.m. in Veterans Park. She stated the Twin Cities North Business Council would be meeting on July 17 at 8:00 a.m. She noted the City Council would not be meeting on Tuesday, July 1. She thanked all of the members of the community who reached out to her to check on her safety after the events that occurred last weekend.

Adjournment
Mayor Niedfeldt-Thomas adjourned the meeting at 7:24 p.m.

Adjournment
The meeting adjourned at 7:24 p.m.

____
Kari Niedfeldt-Thomas, Mayor

ATTEST:______________________________
Terri Spangrud, City Clerk

Council Worksession
June 24, 2025
5:00 pm

Present: Mayor Kari Niedfeldt-Thomas
Councilmember Graeme Allen
Councilmember Emily Dunsworth
Councilmember Jeanne Frischman

Absent: Councilmember Jason Steffenhagen

Staff in Attendance: Devin Massopust, Jennifer Fink

Guests in Attendance:

Discussion on Parks and Recreation Ordinance Revision

Massopust explained staff has been working to update and recodify City Code over the past five years. He reported staff had a presentation on the Parks and Recreation Ordinance revisions.

Fink reported Chapter 24 (Old Chapter 19), which outlines the rules and policies for public park usage in New Brighton, has not undergone a comprehensive revision in over two decades. The current ordinance includes outdated references, uses overly technical or legalistic language, and does not address many modern park uses or enforcement realities. To address this, staff drafted a full repeal and replacement of Chapter 24. Staff reviewed the key revisions which included:

- Updated definitions for modern terminology, including THC beverages, cannabis products, drones, and dangerous weapons.
- Simplified language throughout, removing legal jargon and making the code more user-friendly.
- Expanded sections on permits, prohibited acts, and enforcement.
- Clear guidance on acceptable conduct related to alcohol, THC, commercial photography, sound amplification, and group events.
- New sections cover emerging uses like fat tire biking, winter sports, e-scooters, and drones.
- Reinforced accessibility and equity, emphasizing that City parks are open to all people regardless of identity or background

Fink reported the goal of the new code language was to have plain language or better community understanding and to align with Ramsey County ordinances for regional consistency. In addition, staff would be clarifying park hours, rules and enforcement tools while working to promote park accessibility and inclusion for all park users. Staff reviewed the proposed language changes in further detail with the Council. She explained staff is seeking feedback from the City Council during this worksession. Once feedback is received and any revisions are made, the ordinance will return for formal consideration and adoption at a future meeting.

Councilmember Dunsworth stated she liked the proposed changes and how staff had worked to make the ordinance updated and inclusive.

Councilmember Allen concurred, noting he appreciated the fact the ordinance would be modernized and aligned with Ramsey County code.

Mayor Niedfeldt-Thomas commented on the reference to boat launches and asked if this language was necessary given how the only boat launches in the City were either private or owned by the County on Long Lake.

Councilmember Dunsworth stated she supported this language remaining in the ordinance because it would inform the public that accessing lakes should be done at a boat launch and not on private property.

Mayor Niedfeldt-Thomas questioned if the rules for the splash pad should be called out within the ordinance. Fink explained the rules are posted within the park and did not need to spelled out within the ordinance.

Mayor Niedfeldt-Thomas inquired if snow shoeing was allowed in the City. Fink reported the City purchased snowshoes for Brave the Brr with assistance from the Lions, and these snowshoes were available for rent at the Community Center.

Councilmember Frischman inquired if Jones Lake would have a fishing component. Fink indicated there was a passive use and trail discussion underway, and not a fishing pier discussion.

Councilmember Frischman questioned how complaints regarding flat tire bikes are addressed. Fink reported a call needs to be made to the police department and noted staff would then work to post signs to remind people what areas are not designated for fat tire bikes.

Further discussion ensued regarding how the Parks department addresses complaints within City parks.

Councilmember Frischman feared the City may be putting too many rules in place for the parks.

Councilmember Dunsworth explained she believed the City had to have rules in place to set standards for behavior within the City's parks. She was of the opinion the proposed Ordinance was a good balance or regulations and expectations.

Councilmember Frischman asked if firearms were allowed in City parks. Fink reported the City could not prohibit fire arms for any City park.

Mayor Niedfeldt-Thomas requested further information regarding e-bikes. Massopust indicated this topic would be further discussed at a future meeting. He noted this was the last remaining portion of City Code that needed review from the City Council.

Fink reported the soft opening for the splash pad went well on Saturday, June 21. She indicated there were a few issues that had to be addressed when it came to water flow but noted the public was really enjoying this new amenity.

Worksession adjourned at 5:57 pm

Respectfully submitted,

Terri Spangrud
City Clerk

MINUTES
Public Safety Commission
May 12, 2025 City Hall
Council Chambers 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 Liza Allen, Kevin Dostal Dauer, Tom Harkins, Duncan Potter (arrived at 6:55 p.m.), Adam Stout, and Roberto Valdizan.

Members Absent: Commissioners Kena Abdissa and Mark Jansen.

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

III. Approval of Agenda

Motion by Allen, seconded by Stout to approve the May 12, 2025 agenda as presented. Motion carried 5-0.

IV. Approval of Minutes

Motion by Harkins, seconded by Dostal Dauer to approve the April 14, 2025 minutes as presented. Motion carried 5-0.

V. Presentations and Business Items

A. Automated License Plate Readers (ALPR) Policy

Director Paetznick stated Commissioners are tasked with reviewing the proposed updated draft of the ALPR policy from the NBDPS Law Enforcement policy manual. Staff reviewed the proposed ALPR policy in detail with the Commission. Following review and any discussion on the draft document, Commissioners are asked to formally vote on adopting the proposed policy language.

Discussion included:

- Staff explained the City was considering fixed mounted cameras and not cameras that would be driving around.
- Staff commented on the grant funding that was available from the State to assist with the Flock cameras.

- Staff indicated there were several multi-family apartment complexes that were interested in getting Flock cameras.
- It was noted the City Council would consider the ALPR policy at their June 10 meeting.

Motion by Allen, seconded by Harkins to recommend the City Council adopt the proposed Automated License Plate Reder (ALPR) policy language. Motion carried 5-0.

B. Parking Ordinance Review

Director Paetznick stated the Public Safety Commission has been tasked with reviewing the current parking ordinance and, along with staff guidance from both Public Safety and the Department of Community Assets and Development (DCAD), making any recommended changes or updates to the existing City Code. Commissioners are asked to provide input on what additional background materials or further information they might need for their decision-making and recommendation(s). These might include complaint history, parking citation data, operational purpose of regulations (i.e., snowplowing, emergency vehicle access, etc.), comparison of other municipalities' regulations, neighborhood or demographic issues, or other considerations. Staff commented further on the proposed parking ordinance and requested comment from the Commission.

Discussion included:

- The Commission asked how enforcement was conducted today. Staff explained enforcement was managed on a complaint basis.
- The Commission requested staff report back with areas where parking was overflowing onto the street.
- The Commission suggested staff consider odd/even parking on street for the overnight hours.

VI. Reports and Updates

Dave Matteson, Allina Health, provided the Commission with an update on calls for service and response times for April. He discussed how calls were service were on the rise and noted the vast majority of the calls were non-emergent. He commented on a recent stabbing that occurred and discussed how this was a crime scene instead of a medical event. He reported he would be attending training with police and fire on Tuesday, May 13. The Commission discussed the technology advances that were now in place that allowed for virtual medical visits.

Paetznick reported this week was National Police Week and he commented on the law enforcement events that would be held this week.

Paetznick explained there would be a joint Council Worksession meeting held on Tuesday, May 13 with Commission Chairs to review 2025-2026 work plans.

Paetznick stated the Council approved the purchase of a new fire truck at their last meeting. He indicated he appreciated the Council’s support on this purchase.

Paetznick reported he would be holding interviews for the Fire Marshal position this week.

VII. <u>Adjournment</u>

Motion by Allen, seconded by Stout to adjourn the meeting at 7:54 p.m.   Motion carried 6-0.

Respectfully submitted,

Tony Paetznick
Director of Public Safety

NEW BRIGHTON
building tomorrow today

Agenda Section:	**Consent Agenda**
Report Date:	**06/18/2025**
Meeting Date:	**July 8, 2025**

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Purchase of 350 kW Generator and Professional Services Installation for the Public Safety Building

Action Requested:

Public Hearing:	**Motion: X**
Discussion:	Informational:

Form of Action:

Resolution:	Ordinance:
Contract/Agreement: X	N/A or Other:

Votes Needed:

3 Votes: X	4 Votes:
5 Votes:	N/A:

Summary Statement:	The Public Safety Building is the center for fire and police operations. The building also acts as the emergency operations center for the region. To maintain power 24/7 the site has emergency backup power in the form of a generator. The existing generator is planned for replacement in 2025. During replacement, the electrician will install a docking station allowing for another form of redundancy should local power supply and the generator fail to operate.

Recommendations:	Authorize the Director of Community Assets and Development to sign

	the proposal from Zieglaer Power Systems for purchase of a new 350 kW Caterpillar diesel generator, and a professional services contract with AEM for electrical installation.

Applicable Deadlines:	NA

Community Impact:	Uninterrupted service to provide 24 - 7 operations of our Public Safety Department is critical to the safety of our community.

Legislative History:	NA

Strategic Priority:

Financial Sustainability	Staff Capabilities
Economic Development	Community Engagement & Belonging
City Assets X	N/A

Fiscal Impact:

Financial Impact: Is there a financial consideration?	No	**Yes: $ 164,898**

Financing Sources:	**Budgeted X non-fleet capital**	Budget Modification
New Revenue	Use of Reserves	Other

Attachments:	Generator Proposal, Electrical Services Proposal

Proposal by

Date: **June 18, 2025**

Proposal No. **EPG31509631R3**

8050 County Road 101 East
Shakopee, MN 55379
952.233.4720
Tyler.Hanson@ZieglerCAT.com

To: City of New Brighton

Attn: Eric Volk

Re: **Caterpillar Generator Proposal**

New Brighton Public Safety Bldg

WE PROPOSE TO FURNISH IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS, TERMS AND CONDITIONS

QUANTITY:	One (1) new CATERPILLAR diesel generator set mounted in outdoor insulated/sound Attenuated enclosure rated 71dBA @ 23ft. Color – CAT White
MODEL:	D350GC
RATING:	350kW – Stand By
VOLTAGE:	480/277 volts, 3 phase, 4 wire, 60 HZ, 1800 RPM
BREAKER:	Two (2) 600 amp adjustable LSI circuit breaker w/shunt trip (one for load banking)
FUEL TANK:	UL listed, dual wall integral base tank – 675 gallons, 24 hour capacity
SWITCHGEAR:	One (1) 600A, MTS docking station for temporary generator
WARRANTY:	10 year Platinum warranty is included
MISC:	1 month rental generator included, used during cutover
TOTAL PRICE:	**$137,875.00*** **Quote Valid for 30 Days**

$1,000 trade in allowance reflected in total price

* Please refer to the attached Bill of Material.
* Price does not include state or local sales and/or use tax.
*** Delivery Jobsite on truck - included in final billing**

APPROXIMATE SHIPPING DATE: 30 Weeks after submittal approval ***F.O.B*** Ziegler
TERMS: Net 20. 95% at Ready To Ship, 5% after start-up
THIS PROPOSAL SUBJECT TO ALL PROVISIONS OF THE CONTRACT AND WARRANTY ON REVERSE SIDE

ACCEPTED:

By

Its

Respectfully submitted,
ZIEGLER INC.

By Tyler Hanson
Tyler Hanson, Sales Engineer

Subject to approval by APPROVED:
ZIEGLER INC.
By

ONE (1) EMERGENCY STANDBY DIESEL FUELED GENERATOR SET, RATED 350KW STANDBY @ 480/277 VOLT, 3 PHASE, 60 HERTZ, 1800 RPM

PACKAGED GENERATOR SET
Caterpillar heavy-duty diesel, Tier III Engine
Model C13 GC
Direct injected, air to air-after cooled
13-liter displacement
In line 6-cylinder Configuration
UL2200 Listed / NFPA110 Compliant
Fuel: Diesel

AIR INLET SYSTEM
Air cleaner
After-cooler core, copper nickel construction
Turbochargers, single stage

CONTROL SYSTEM
Caterpillar ADEM control system

COOLING SYSTEM
Radiator, high capacity
Blower fan
Fan drive
Belt and fan guards
Upper and lower radiator connections
Antifreeze, 50% ethylene glycol with rust inhibitor
Jacket water pump, gear driven, centrifugal
Jacket water heater
One (1) 2kW heater
240 volts, 1 phase
High-pressure hose
Isolation valves

EXHAUST SYSTEM
Exhaust manifold, dry, round flanged outlet
Exhaust silencer, critical grade, mounted in enclosure
Exhaust-flex connector, bellows type, stainless steel construction, ANSI outlet flange

FLYWHEEL AND FLYWHEEL HOUSING
Flywheel, SAE No. 1
Flywheel housing, SAE No. 1
SAE standard rotation

GENERATOR AND GENERATOR ATTACHMENTS
Brushless Excitation
Permanent magnetic generator (PMG)
Generator anti-condensation heater
Digital voltage regulator, volts/hertz

GENERATOR SPECIFICATIONS

• Regulation
Less than ±1% no load to full load
• Regulator drift less than ±1/2% steady state
• Temperature drifts less than ±1% for any 40° C change over the operating temperature range
• Regulator response Less than 4 milliseconds
• Regulator sensing Three phase

CIRCUIT BREAKER

Two (2) 600 amp adjustable LSI circuit breakers w/shunt trip
- one breaker is dedicated to load banking

GCCP 1.2 CONTROL PANEL

• Voltage (all phases) • Current (all phases)
• Power factor • kW
• KVAR
• Transfer switch status
• Engine speed
• Low fuel pressure
• Run hours
• Service reminders
• Fault history
• Oil pressure
• Coolant temperature
• Low oil pressure shutdown
• High coolant temperature shutdown
• Overvoltage / Over-speed
• Not in auto position (flashing light)
• Time & Date
• Exercise speed
• Protection
  Fail to start shutdown
  Low oil pressure shutdown
  Low/High battery voltage
  Battery charger failure
  Under-speed/Over-speed
• Emergency stop
• Programmable auto crank function
• 2 wire start for any transfer switch
• Adjustable engine speed at exerciser
• RS485 port remote communication
• Governor controller and voltage regulator are built into the master control board
• Temperature range -40 °C to 85 °C

PROTECTION SYSTEM

Safety shutoff protection, energized to shut off
Generator running relay
Generator common alarm/shut down relay
Coolant level sensor

LUBE SYSTEM
Crankcase breather
Oil cooler
Oil filler and dipstick
Oil filter, RH
Oil pump, gear driven
Lubricating oil, Cat CXP, SAE 30, CD

STARTING SYSTEM
Starter motor, 24 VDC
Alternator, 24V, 45 amps
Battery, lead acid, low maintenance CAT industrial batteries
Battery rack, corrosion resistant
Battery charger, dual rate float style, 10 amps charger with alarms
Heavy-duty 950 CCA batteries

OUTDOOR SOUND ENCLOSURE
Outdoor insulated/sound attenuated enclosure rated 71dBA @ 23 feet
  Color, CAT White
100-amp load center panel
Motorized air intake louvers
Enclosure space heater
Interior LED convenience lights
GFCI convenience outlet
Critical grade exhaust silencer, mounted inside generator enclosure
Remote E-stop – Shipped loose
Remote annunciator – Shipped loose

FUEL TANK
Dual wall integral fuel tank, 675 gallons, 24 hour capacity at 100% load
Manufactured entirely from 8 gauge (4 mm) steel
Integral lifting points
Corrosion resistant pre-coat
Tank level indicator
Emergency vent lines

SWITCHGEAR
One (1) 600A, MTS docking station with camlock connections for temporary generator
- outdoor Nema 3R enclosure to be mounted on building

COMMENTS AND CLARIFICATIONS
Electrical installation provided by others
Initial fuel fill provided by others
Crane/rigging for unloading generator and setting on pad is included
Concrete pad modifications if required are not included
Sourcewell pricing included (satisfies bidding requirements)
3 year maintenance proposal quoted separately. Can included in the total cost if you would like.

ZIEGLER SERVICES

Submittal drawings
- Technical data, engine, generator, radiator and all ancillary equipment
- Reliability Certifications

Drawings, schematics, wiring diagrams
Testing
- Prototype testing
- Production, factory testing
- Alternator Factory Test Report
- Start up and field-testing
- Testing on site using native load
- 24-hour parts and emergency service

Ten (10) year warranty
Operation and Maintenance manuals
Personnel training

NOTES

- Ziegler limits the scope of supply for this quotation to the equipment and services listed. Equipment not listed is assumed to be provided by others.
- Preventative maintenance options available for purchase.
- Ziegler cannot provide air emission permits for customers. We will provide emission information on the Caterpillar engine to the owner to aid in the permitting process.
- Orders are subject to re-stocking charges if cancelled after release for production.
- State and local permits for fire, air, fuel tanks or building permits are not included and provided by others.
- Start-up labor is to be performed during normal business hours, Monday through Friday 7:30 am to 4:00 pm. Training is to be performed at the end of start-up. Additional trips or delays required or requested due to contractor delay and/or issues with equipment not provided from Ziegler Power Systems will be billed at published field service rates.
- Field service technician availability is based upon Ziegler service operations and workload scheduling. Please allow 2-3 weeks within your project/construction schedule for technician availability from point of notice to Ziegler in coordinating services.

TERMS

By purchasing or financing the equipment listed on page 1 (collectively, "Products"), Purchaser hereby agrees to the preceding and following terms (collectively, "Terms"). **Seller respectfully rejects any terms submitted by Purchaser not contained herein.** Purchaser may issue a purchase order or similar document for administrative purposes only, and any terms in any such document are rejected, not binding, and are of no force or effect.

1.**ACCEPTANCE.** All sales are subject to Seller's availability of Products. The prices quoted are subject to change to those in effect at the time of shipment. Seller may accept or reject this Agreement and will not be required to give any reason for rejection. For purposes hereof, "Agreement" means, collectively, page 1 attached hereto, the Bill of Material, and these Terms.

2.**ORDER CANCELLATION.** Purchaser may suspend or cancel any accepted order upon written approval from Seller, such approval not to be unreasonably withheld, conditioned, or delayed. If Purchaser cancels an accepted order, in whole or in part, Purchaser agrees to pay Seller the reasonable costs and expenses (including all commitments to suppliers and subcontractors) for all direct or indirect expenses incurred by Seller prior to receiving Purchaser's cancellation notice. In addition, a cancellation fee of 15% of the Total Price Package as identified on the first page shall be paid by Purchaser. For orders identified as Custom Orders on the first page, Purchaser will pay a cancellation fee equal to the Total Price Package.

3.**PERMITS.** Purchaser is responsible for obtaining any applicable federal, state or local permits, licenses, franchises, approvals, authorizations, registrations, certificates, and similar rights (collectively, "Permits") necessary for the ownership and operation of Products, including, but not limited to, fire, air, fuel tanks or building permits. Seller will not obtain or provide any Permits, including, but not limited to, air emission permits, for or on behalf of Purchaser.

4.**EXCLUSIONS.** Unless otherwise stated on page 1, Purchaser is responsible for: (1) adequate site conditions and security, (2) off-loading and placement of Products, including, but not limited to, rigging, crane, or other equipment for removal from delivery truck or placement on pad, (3) mechanical and electrical installation, (4) arc-flash study or similar engineering requirements, (5)

scheduled maintenance and fuel costs, including initial fuel fill or fuel testing, (6) pad or enclosure, (7) removal or disposal of existing equipment, and (8) any and all other equipment or services not expressly listed on the Bill of Material attached hereto.
5.**SERVICES.** Unless otherwise stated on page 1, any Services will be performed during normal business hours of Seller, meaning Monday through Friday, 7:30am to 4:00pm. Additional trips or delays required or requested due to Purchaser delay or issues with services or equipment not provided from Seller will be billed at published field rates.
6.**PAYMENT.** Purchaser will pay Seller the compensation described on page 1, plus expenses as outlined in this Agreement. Unless specifically stated otherwise in this Agreement, payment terms are NET 20 from the date of invoice. Unless prohibited by law, failure to make timely payments shall result in default and a late fee of 1.5% per month (18% annual), which will be assessed on all past due amounts until paid in full. Any payments made will first be applied toward the late fee, then toward the past amount due. Seller reserves the right to discontinue any or all Services, or terminate this Agreement in whole or in part, at Seller's discretion, , upon Purchaser's failure to pay or comply with payment requirements. All undisputed amounts due under this Agreement will be paid in full without any setoff, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
7.**CHANGES**. Seller shall supply the Products and/or Services within the scope described in this Agreement. If changes are needed or additional Products and/or Services are requested by Purchaser, Seller and Purchaser will discuss the additional Products and/or Services, and the amount of Seller's compensation will be equitably adjusted. A verbal commitment or authorization by Purchaser to purchase Products and/or perform Services outside of the initial scope will be binding on Purchaser and will entitle Seller to additional compensation. Any Product orders and/or Services performed outside of the original scope at the direction of the Purchaser will be deemed to be included under this Agreement.
8. **TAXES.** Purchaser agrees to pay all taxes, assessments, licenses, and governmental charges of any kind resulting on account of Purchaser's purchase, possession, or use of Products or Services, except as otherwise provided in Section 24.
9. **FINANCING.** If Purchaser finances Products, Seller's acceptance of this Agreement is subject to the approval of Seller's or Purchaser's lender, and Purchaser will sign any security agreement and financing statement required by such lender.
10.**ADDITIONAL DOCUMENTATION.** On Seller's reasonable request, Purchaser will, at its expense, sign and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement or otherwise reasonably required by Seller. If Purchaser fails to sign and deliver such documents or instruments to Seller, the entire balance for the Products sold and Services performed under this Agreement will, upon Seller's tender of performance and at Seller's option, become immediately due and payable.
11.**SECURITY INTEREST.** To secure Purchaser's prompt and complete payment of any present and future indebtedness of Purchaser to Seller under this Agreement, or any document or instrument signed in connection with this Agreement, Purchaser hereby grants Seller a security interest in Products, wherever located, whether now existing or hereafter arising from time to time, and all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Purchaser acknowledges that the security interest granted under this Section 11 is a purchase-money security interest under applicable law. Seller may file a financing statement to perfect the security interest, and Purchaser will sign any statements or other documents necessary to perfect Seller's security interest. Purchaser also authorizes Seller to sign, on Purchaser's behalf, statements or other documentation necessary to perfect Seller's security interest. Seller may exercise all rights and remedies of a secured party under applicable law.
12.**TITLE AND RISK OF LOSS; DELIVERY**. Title and risk of loss to Products passes to Purchaser upon Delivery. "Delivery" occurs upon Seller's delivery of the Products to the carrier in the event of shipment, or Purchaser's receipt of Products at Seller's location.
13.**SHIPMENT.** Unless otherwise specified on page 1, Products will be shipped to Purchaser's address set forth on page 1 via carriers selected by Seller. Seller shall not be liable for any delays, loss or damage in transit.
14.**INDEMNIFICATION.** Purchaser will indemnify Seller, and their respective officers, directors, partners, members, shareholders, employees, agents, affiliates, subsidiaries, successors, and permitted assigns, against any losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees) for death, personal injury, or damage to property to the proportionate extent the same have been proximately caused by the negligence or willful misconduct of, or breach of this Agreement by, Purchaser or its officers, directors, employees, or agents. Subject to the limitations set forth in this Agreement, Seller will indemnify Purchaser and its respective officers, directors, employees, agents, assigns and successors, against any losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees) for death, personal injury, or damage to property to the proportionate extent the same have been proximately caused by the negligence or willful misconduct of, or breach of this agreement by Seller or its officers, directors, employees, or agents in the performance and furnishing of the services.
15.**INSURANCE.** Upon Delivery, and at all times thereafter while there is any balance due under this Agreement, Purchaser agrees, at its own expense, to have and keep Products insured against loss by fire, theft, collision, vandalism, and any other hazard as Seller may require by an insurance company acceptable to Seller and in an amount no less than the balance due under or in connection with this Agreement. On Seller's request, Purchaser will provide Seller with a Certificate of Insurance from Purchaser's insurer evidencing the coverages specified in this Section 15. Purchaser agrees to provide Seller with 10 business days' advance notice in the event of cancellation or a material change in any of its policies. Seller will maintain in full force and effect throughout the term of this Agreement the following forms of insurance: (a) worker's compensation and occupational disease insurance within statutory limits; (b) commercial general liability insurance, including products and completed operations, contractual liability, and personal injury, written on an occurrence basis, with limits not less than a combined single limit per occurrence of $1,000,000 and $2,000,000 general aggregate for bodily injury and property damage; $1,000,000 aggregate for products/completed operations; and $1,000,000 per person for personal injury/advertising injury; (c) automobile liability insurance for vehicles owned or operated by Seller, its employees or agents, with combined bodily injury and property damage limits of liability of no less than $1,000,000 per occurrence; and (d) excess liability insurance over that required in items (a), (b) and (c) above, under the umbrella form, with a limit of liability of no less than $1,000,000 each occurrence. Upon written request, Seller will provide to Purchaser a Certificate of Insurance evidencing Seller's compliance with such insurance requirements. All such policies will be maintained in full force and effect during the term of this Agreement, and will not be permitted to lapse, or be canceled, altered or amended without prior written notice having been furnished to Purchaser.

16.**BILL AND HOLD.** If Purchaser requests to be billed prior to Delivery, in its determination, notwithstanding any provisions to the contrary herein, Purchaser assumes all risk of ownership and liability for Products as of the date of the invoice, including insuring Products in accordance with Section 15. Purchaser shall indemnify, hold harmless, and defend Seller and its parent, officers, directors, partners, members, shareholders, employees, agents, affiliates, successors, and permitted assigns against any loss or damage to Products between the invoice date and the date and time of Delivery. In this instance, Purchaser acknowledges, other than Delivery, the transaction with respect to Products is complete, and there are no outstanding obligations preventing Delivery.
17.**DAMAGES; MAXIMUM LIABILITY.** IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, ENCHANCED, INDIRECT, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION OF VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR PRODUCTS OR SERVICES, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF DAMAGES; OR (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PRODUCTS OR SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED $500,000 OR THE TOTAL OF THE AMOUNTS PAID TO SELLER UNDER THIS AGREEMENT, WHICHEVER IS LESS. THE FOREGOING LIMITATIONS APPLY EVEN IF PURCHASER'S REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE.
18. **WARRANTY**. New Products are subject to a warranty ("Warranty") as provided by the manufacturer,
which will either be included in a written warranty statement with the Product or the manufacturer's standard warranty in force when the Product is delivered to Purchaser. The Warranty extends only to parts or attachments sold by manufacturer, and Purchaser's failure to follow warranty conditions may result in voiding the Warranty. Neither manufacturer nor Seller will be responsible for any other warranty. All used Products are sold "as is with all faults," and no warranty. Services performed by Seller are subject to Seller's Service Department Labor Warranty, as it exists from time to time, and available upon request.
19.**WARRANTY LIMITATIONS.** Notwithstanding the provisions of Section 18, a Warranty does not apply where Products: (a) are subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any instructions issued by Seller or manufacturer; (b) have been reconstructed, repaired, or altered by any persons other than Seller or its authorized representative; or (c) have been used with any third-party product, hardware, or product that has not been previously approved in writing by Seller. Notwithstanding anything in this Agreement to the contrary, Seller's liability under any Warranty is discharged, in Seller's sole discretion and at its expense, by repairing or replacing any defective Products, or crediting or refunding the price of any defective Products, less any applicable discounts, rebates, or credits.
20.**WARRANTY DISCLAIMER.** EXCEPT FOR THE WARRANTY AND SELLER'S SERVICE DEPARTMENT LABOR WARRANTY SET FORTH IN SECTION 18, NEITHER SELLER NOR ANY PERSON ON SELLER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ARE EXPRESSLY DISCLAIMED. PURCHASER ACKNOWLEDGES IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF.
21.**DATA AND PRIVACY.** Seller and its partners, affiliates, subsidiaries, and third parties, including, but not limited to, suppliers, manufacturers, dealers, and service providers (collectively, "Seller Parties"), collect and share information relating to products, services, and customers as detailed in Seller's Privacy Policy located at www.zieglercat.com/privacy as well as applicable manufacturers' statements, which are hereby incorporated into this Agreement by this reference. Manufacturers' statements may be updated at any time without notice. Products equipped with telematics or other tools, applications, or devices to collect, process, and assess information, such as equipment locations, operating hours, health of equipment, and basic utilization (collectively, "Telematics"), whether manufactured by Caterpillar or by other companies, collect and transmit information to Seller Parties with a legitimate business reason to access the information, including, but not limited to, providing services and support, developing new products and services, personalizing user experiences, improving products, or compliance with legal obligations. Purchaser understands that Telematics or other tools, as applicable, may have been activated on Products by Seller or the manufacturer, and may be subject to or required by specific manufacturer user agreements available to Purchaser upon request. Purchaser consents to the collection, use, storage, processing, sharing, and disclosure of such information by Seller Parties in accordance with this Agreement, Seller's Privacy Policy, and applicable manufacturers' statements.
22.**INTELLECTUAL PROPERTY.** All intellectual property rights in the Products, including patents, trademarks, internet domain names, works of authorship, expressions, designs, and design registrations, whether are not copyrightable, trade secrets, and all other intellectual property rights related to or associated with Products (collectively, "Intellectual Property") are the sole and exclusive property of manufacturer. Purchaser will not acquire any ownership interest in any Intellectual Property under this Agreement. If Purchaser acquires any Intellectual Property rights in or relating to any Products by operation of law or otherwise, these rights are deemed and are hereby irrevocably assigned to manufacturer or its licensors, as the case may be, without further action by either party.
23.**CONFIDENTIALITY.** Neither party shall disclose or otherwise make available to any other person or entity, or use other than in connection with performance of this Agreement, the contents of this Agreement or any other documents, data or information previously delivered or to be delivered to the other party in connection herewith, except as such disclosure may be required by governmental or regulatory authorities. Information may be divulged to other parties upon prior written consent from the disclosing party.
24.**INDEPENDENT CONTRACTOR.** The parties agree that Purchaser and Seller will be independent contractors, and neither Seller nor its employees will be considered employees of Purchaser. It is understood and agreed that nothing herein is intended nor shall be construed to create an employer/employee, partnership, or joint venture relationship between Purchaser and Seller. Purchaser will not deduct from any payment to Seller hereunder any income tax, FICA payments, or any other expenses, unless required by law. Payment of federal income tax, FICA payments and state income taxes relating to Seller's employees or its income are the responsibility of Seller. Purchaser agrees and acknowledges that neither it nor any of its employees, agents or representatives has any right or authorization, express or implied, to act for Seller or incur, assume or create any obligation,

responsibility, or liability on behalf of Seller or make any representations or warranties concerning Seller, Products, or Services in the name of or on behalf of Seller or bind Seller in any manner whatsoever.

25.**ENTIRE AGREEMENT; AMENDMENT.** An order will not be binding upon Seller until it is accepted in writing by an authorized representative of Seller. Purchaser may not revoke its purchase of Products. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, written and oral, regarding such subject matter. No modification of this Agreement is effective unless it is in writing and signed by each party.

26.**FORCE MAJEURE.** Neither party will be liable to the other party, and will not be deemed to have breached this Agreement, for any failure or delay in performing any term of this Agreement, to the extent the failure or delay is caused by or results from acts beyond a party's control, including acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats or acts, cyber-attacks, riot or other civil unrest, insurrection, requirements of law, embargoes or blockades, actions by any governmental authority, national or regional emergencies, epidemics or pandemics, labor stoppages or slowdowns or other industrial disturbances, delays in manufacture, supply shortages, or shortages of adequate power or transportation facilities (collectively, "Force Majeure Events"). Any Force Majeure Event that has an adverse effect on a party's ability to perform will absolve such party from any liability to the other party.

27.**ASSIGNMENT.** This Agreement shall not be assignable by either party without the prior written consent of the other party, provided that Seller may use subcontractors to perform portions of the Services at Seller's sole discretion. Except as otherwise provided, this Agreement shall be binding upon and inure to the benefit of the parties' successors and lawful assigns.

28.**NOTICES.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified first-class mail, postage prepaid, or commercial overnight delivery service to the address listed above for the party to whom notice is to be given, and shall be effective upon delivery if hand-delivered, three (3) days after mailing, if mailed, or one (1) day after delivery to a commercial overnight delivery service.

29.**WAIVER.** No waiver of any provisions of this Agreement will be deemed a waiver of any other provisions, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

30.**SEVERABILITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall remain in full force and effect and will in no way be affected, impaired or invalidated.

31.**DISPUTES.** Purchaser shall pay Seller's legal fees, court costs, and any other costs of recovery incurred in enforcing the terms of this Agreement. This Agreement is governed by and to be construed in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of law. If legal action is brought to enforce this Agreement, the Federal District Court of Minnesota (4th Division) or Hennepin County District Court (4th Judicial District) will be the exclusive jurisdiction and venue for said action unless Seller, in its sole discretion, commences proceedings in a different jurisdiction or venue.

32.**UCC.** All terms used but not defined in this Agreement that are defined in the Minnesota Uniform Commercial Code, as amended from time to time (the "UCC"), have the meanings set forth in the UCC, and such meanings will automatically change at the time any amendment to the UCC, which changes such meanings, becomes effective.

33.**COUNTERPARTS.** This Agreement may be separately signed by Seller and Purchaser in any number of counterparts, each of which, when signed and delivered, will be deemed to be an original, and all of which will constitute the same Agreement.

34.**ELECTRONIC SIGNATURES.** Purchaser agrees that the Electronic Signatures (whether digital or encrypted) included in this Agreement are intended to authenticate this writing and have the same effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a person with the intent to sign the record, including facsimile or email electronic records, in accordance with the Uniform Electronic Transactions Act, Minnesota Statutes 325L.01–325L.19, as amended from time to time. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

A. E. M. ELECTRIC SERVICES INC.
8201 CENTRAL AVE. N.E. STE. M
SPRING LAKE PARK MN 55432
Phone: 763-783-7080 Fax: 763-783-1381

PROPOSAL

PROPOSAL #	20111	**PAGE**	1
DATE	05/28/2025		
DESC	GENERATOR WORK		
LOC	PUBLIC SAFETY BUILDING		
CONTACT	ERIC VOLK		
PHONE			

CUSTOMER

CITY OF NEW BRIGHTON
803 OLD HIGHWAY 8 N.W.
NEW BRIGHTON MN 55112

FILE PERMIT

PHASE 1 WORK - INSTALL BACK UP GENERATOR SYSTEM
MOUNT NEW 480V 600A RATED MANUAL TRANSFER SWITCH WITH CAM LOCK CONNECTIONS, SUPPLIED BY GENERATOR VENDOR.
INSTALL (4) 3" CONDUITS WITH 350KCM COPPER FROM MANUAL TRANSFER SWITCH TO MAIN TRANSFER SWITCH IN BASEMENT.
INCLUDES CORE DRILLING BY QUALITY CORING AND SAWING.
SEAL ALL PENETRATIONS.
INSTALL (1) 208/120V 60A SINGLE-PHASE FEED TO MAIN GENERATOR FOR FUTURE SUB-PANEL HOOKUP IN NEW GENERATOR.
PROVIDE INSTALLATION AS NEEDED FOR ANNUNCIATION PANEL TBD.
PLEASE ALLOW 1-DAY TO WIRE IN MANUAL TRANSFER SWITCH TO MAIN TRANSFER SWITCH.
START UP AND TESTING BY GENERATOR VENDOR.
TOTAL FOR PHASE 1 WORK: 23,723.00

PHASE 2 WORK - MAIN GENERATOR SWAPOUT
DISCONNECT OLD GENERATOR.
RECONNECT NEW GENERATOR TO EXISTING WIRES.
CONNECT 60A SUB-PANEL.
START UP AND TESTING BY GENERATOR VENDOR.
TOTAL FOR PHASE 2 WORK: 3,600.00

We Propose hereby to furnish material and labor - complete in accordance with these specifications for the sum of: **$27,323.00**

Twenty Seven Thousand Three Hundred Twenty Three Dollars And 00 Cents

Payable as follows:

BALANCE DUE UPON COMPLETION

Minnesota law requires the following notice be included in all written contracts:

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

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

TERMS AND CONDITIONS - The following terms and conditions are part of this agreement:

(1) WORK GUARANTEE: All material and labor furnished by AEM Electric Services Corp. ("Contractor") under the terms of this agreement, those products guaranteed by the manufacturer or supplier, shall be guaranteed for a period of 12 months starting at the last working day, unless otherwise noted. Contractor shall not guarantee or be liable for any damages from material provided by customer or others.

(2) NOTIFICATION OF DEFECTS AND LIMITATIONS ON WARRANTY: Customer shall notify contractor in writing of any defect in labor and/or material within 15 business days after discovery of said defect. If customer fails to give contractor such notice, customer waives its warranty rights granted above and customer further waives any rights to withhold or set off any monies due contractor under the terms of this contract because of the alleged defects. Contractor shall have 45 days after receiving written notice to remedy such defects. Contractor shall not be responsible for any consequential damages caused by such defects and for losses of any type.

(3) LIMITATIONS OF LIABILITY: Customer recognizes that loss of power is common, whether purposeful or accidental, and contractor assumes no liability. Customer shall move all appliances and other objects obstructing contractor's work. If customer fails to move such appliances and other objects, contractor shall not be liable for any damages caused by its reasonable attempts to move the same.

(4) PRESUMPTION OF PERFORMANCE BY CONTRACTOR: If customer fails to notify the contractor of any alleged defect in labor or materials within 15 days after contractor completes the Contract, customer agrees to the conclusive presumption that the work done by contractor was done to customer's satisfaction and according to all the terms of this contract.

(5) MATERIALS AND EQUIPMENT: Unless otherwise specified in writing, contractor may select type and brand of materials and equipment to be installed. If final payment is not made, customer agrees to let contractor enter premises to remove such material and equipment and customer assumes all liability caused from such removal.

(6) PROTECTION OF CUSTOMER PROPERTY: Contractor agrees to exercise reasonable care during the work process but does not assume responsibility for personal property, inside and out. Contractor and workers do not assume responsibility for closing door and gates for children or animals.

(7) CHANGES: Additions or alterations in materials and/or labor are "extras". Extras will be billed by contractor to customer at the agreed upon terms or at the usual and customary amount charged by the contractor if no change order exists. Contractor will use its best efforts to secure a signed Change Order for all extras. The terms, conditions and notice in this proposal shall apply to all extras supplied and/or performed under this agreement. Charges for all extras shall be payable when invoiced by contractor.

(8) ITEMS EXCLUDED: No cement work, carpenter work, plumbing work, painting, plastering, decorating or repairing of any walls, ceilings, floors, or floor coverings is a part of this contract unless specified on contract. Customer shall be responsible for any and all patching of holes in structure, unless specified in contract proposal.

(9) SUSPENSION AND TERMINATION OF CONTRACT: Customer agrees to pay contractor any payment specified under this agreement on its due date or within 72 hours of receiving notice. In the event of a progress payment, customer is to pay contractor within 72 hours of receiving partial invoice. Contractor will provide lien waivers upon customer's request, as required by law. If customer fails to make such payment(s), contractor, at its sole option, has the right to suspend work until such payment is received. If contractor has not received such payment within 20 days after its due date, contractor, at its sole option, has the right to terminate this contract and to call immediately due and payable all amounts, including contractor's projected profit due in this contract. Contractor may suspend or terminate this contract if there is cause to believe that any type of payment will not be made on time to contractor.

(10) DELAYS: Contractor agrees to pursue work through completion with reasonable diligence, but shall not be responsible for delays caused by any of the following reasons: Acts of neglect of omissions of customer's agents, acts of God, strikes, accidents, delays beyond our control, failure of customer to make payments when due, or delays caused by inspectors of governmental bodies concerned.

(11) GENERAL TERMS AND CONDITIONS: Customer agrees to pay contractor all costs to enforce the terms of this contract including reasonable legal fees, collection fees and all of contractor's time at the customary billing rate to collect all monies due. Customer shall carry fire, tornado, and other necessary insurance upon said work. Contractor shall carry Worker's Compensation and public liability insurance. If any part of this contract if held to be invalid, then the remaining terms or the contract will remain in effect.

(12) PROPERTY IMPROVEMENT: PARTIES AGREE ALL LABOR AND MATERIAL SUPPLIED PURSUANT TO THIS AGREEMENT ARE DEEMED IMPROVEMENTS AND NOT MAINTENANCE.

NOTE: This propsal may be withdrawn by us if not accepted within (30) days.

ACCEPTANCE OF PROPOSAL - The Prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: . . . . **Date:** . . . .

Agenda Section:	Consent Agenda
Report Date:	06/23/2025
Meeting Date:	July 8, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider a Resolution Identifying the Need for Livable Communities Demonstration Account Funding and Authorizing Application for Grant Funds

Action Requested:

Public Hearing:	**Motion:**
Discussion:	Informational:

Form of Action:

Resolution:	Ordinance:
Contract/Agreement:	N/A or Other:

Votes Needed:

3 Votes:	4 Votes:
5 Votes:	N/A:

Summary Statement:	City staff are seeking Council authorization to chase $39,000 in Livable Community Policy Development Grant dollars from the Metropolitan Council to fund the creation of a "Housing Action Plan." The Housing Action Plan will be the next step in implementing the housing strategies approved by Council in the 2023 Housing Study.

Recommendations:	Approval of the provided resolution.

Applicable	The grant application will be submitted by the July 21st deadline

Deadlines:	provided Council approves this resolution authorizing staff to prepare and submit an application.

Community Impact:	-- Housing is identified as a top priority for the community in the current comprehensive plan, and a "Housing Action Plan" will be a major step forward in making sure housing goals continue to be achieved.

Legislative History:	-- April 2022: Council adopted Strategic Priorities which included "Complete study of existing housing supply and affordability" and "Create housing policy that reflects goals of City Council." -- June 2022: Council approves a Professional Services Contract with Stantec for creation of a Housing Study -- June 2023: Council approves the Final 2023 Housing Study -- July 2023: Council authorizes staff to pursue grand funds to create new Accessory Dwelling Unit regulations; the first step in implementing the 2023 Housing Study. -- September 2024: New Accessory Dwelling Unit regulations approved -- July 2025: Staff seeks authorization to pursue additional grant funds for the creation of a "Housing Action Plan" to create new policies to implement further Housing Study strategies, including a policy to guide future expenditure of Local Affordable Housing Assistance (LAHA) dollars.

Strategic Priority:

Financial Sustainability	Staff Capabilities
Economic Development (Housing)	Community Engagement & Belonging
City Assets	N/A

Fiscal Impact:

Financial Impact: Is there a financial consideration?	No	**Yes: $ 39,000 in grant assistance to create a Housing Action Plan (no local match required)**

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

Attachments:	Resolution Authorizing LCDA Grant Application

RESOLUTION ___________
CITY COUNCIL
CITY OF NEW BRIGHTON

RESOLUTION IDENTIFYING THE NEED FOR LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT FUNDING AND AUTHORIZING AN APPLICATION FOR GRANT FUNDS

WHEREAS the City of New Brighton is a participant in the Livable Communities Act's Local Housing Incentives Account Program for 2025 as determined by the Metropolitan Council, and is therefore eligible to apply for Livable Communities Demonstration Account funds; and

WHEREAS the City has identified a proposed project (or projects) within the City that meets the Demonstration Account's purposes and criteria and is consistent with and promotes the purposes of the Metropolitan Livable Communities Act and the policies of the Metropolitan Council's adopted metropolitan development guide; and

WHEREAS the City has the institutional, managerial and financial capability to ensure adequate project administration; and

WHEREAS the City certifies that it will comply with all applicable laws and regulations as stated in the grant agreement; and

WHEREAS the City agrees to act as legal sponsor for the project(s) contained in the grant application(s) submitted prior to the application deadline in July 2025; and

WHEREAS the City acknowledges Livable Communities Demonstration Account grants are intended to fund projects or project components that can serve as models, examples or prototypes for development or redevelopment projects elsewhere in the region, and therefore represents that the proposed project(s) or key components of the proposed project(s) can be replicated in other metropolitan-area communities; and

WHEREAS only a limited amount of grant funding is available through the Metropolitan Council's Livable Communities Demonstration Account during each funding cycle and the Metropolitan Council has determined it is appropriate to allocate those scarce grant funds only to eligible projects that would not occur without the availability of Demonstration Account grant funding.

NOW THEREFORE BE IT RESOLVED that, after appropriate examination and due consideration, the governing body of the City:

(a) Finds that it is in the best interests of the City's development goals and priorities for the proposed project to occur at this particular time.

(b) Finds that the project components for which Livable Communities Demonstration Account funding is sought:

i. will not occur solely through private or other public investment within the reasonably foreseeable future; and

ii. will occur within three years after a grant award only if Livable Communities Demonstration Account funding is made available for this project at this time.

(c) Represents that the City has undertaken reasonable and good faith efforts to procure funding for the project components for which Livable Communities Demonstration Account funding is sought but was not able to find or secure from other sources funding that is necessary for project component completion within three years and states that this representation is based on the following reasons and supporting facts:

i. There are no other available funding sources that have been identified to fund the policy implementation tasks for which these funds are sought.

ii. There are no other available funding sources immediately available to take advantage of existing support for the changes being considered.

(d) Seeks funding for the following project:

Project Name	***Anticipated Request***
New Brighton Housing Action Plan	$39,000

(e) Authorizes City staff to submit, on behalf of the City, an application for Metropolitan Council Livable Communities Demonstration Account grant funds for the project component(s) identified in the application, and to execute such agreements as may be necessary to implement the project on behalf of the City.

ADOPTED this 8th day of July, 2025 by the New Brighton City Council with a vote of __ ayes and __ nays.

____
Kari Niedfeldt-Thomas, Mayor

____
Devin Massopust, City Manager

ATTEST:

____
Terri Spangrud, City Clerk

Agenda Section:	Consent Agenda
Report Date:	07/02/2025
Meeting Date:	July 8, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider a Resolution Authorizing the Lions Club to Submit Off-Site Gambling License Application to the MN Gambling Control Board

Action Requested:

Public Hearing:	**Motion: X**
Discussion:	Informational:

Form of Action:

Resolution: X	Ordinance:
Contract/Agreement:	N/A or Other:

Votes Needed:

3 Votes: X	4 Votes:
5 Votes:	N/A:

Summary Statement:	The New Brighton Lions Club is applying for off-site gambling and gambling exempt licenses to conduct Raffle, Pull-Tabs, and Bingo at Long Lake Regional Park on 8/8/25 – 8/10/25 for Stockyard Days, taking place at Long Lake Regional Park.

Recommendations:	Approve the resolution authorizing the New Brighton Lions Club to submit their Gambling Application to the MN Gambling Board.

Applicable	The MN Gambling Control Board needs at least 30 days to process off-

Deadlines:	site gambling applications.

Community Impact:	There is significant community engagement at this event. These licensed activities can generate significant revenue for local projects.

Legislative History:	Before going to the MN Gambling Control Board, Off-Site Gambling Licenses require approval by resolution. The New Brighton City Council has approved all past licensing requests for Gambling at this event.

Strategic Priority:

Financial Sustainability	Staff Capabilities
Economic Development	Community Engagement & Belonging
City Assets	**N/A**

Fiscal Impact:

Financial Impact: Is there a financial consideration?	**No**	Yes: $

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

Attachments:	RESOLUTION AUTHORIZING THE LIONS CLUB TO SUBMIT OFF-SITE GAMBLING APPLICATION TO THE MN GAMBLING CONTROL BOARD

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

RESOLUTION AUTHORIZING THE LIONS CLUB TO SUBMIT OFF-SITE GAMBLING APPLICATION TO THE MN GAMBLING CONTROL BOARD

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

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

WHEREAS, the City Council approves the request for resolution for New Brighton Lions Club for this license.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton to hereby approve the resolution for the New Brighton Lions Club to submit an off-site gambling license application to the MN Gambling Control board to conduct raffle, pull-tabs, and bingo for Stockyard Days at Long Lake Regional Park, located at 1500 Old Highway 8 NW in the City of New Brighton.

ADOPTED this 8th day of July, 2025 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

NEW BRIGHTON
building tomorrow today

Agenda Section:	**Consent Agenda**
Report Date:	**07/02/2025**
Meeting Date:	**July 8, 2025**

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Request of Application to Conduct Excluded Bingo for United Church of Christ of New Brighton

Action Requested:

Public Hearing:	**Motion: X**
Discussion:	Informational:

Form of Action:

Resolution:	Ordinance:
Contract/Agreement:	**N/A** or Other:

Votes Needed:

3 Votes:	4 Votes:
5 Votes:	**N/A: X**

Summary Statement:	United Church of Christ of New Brighton is applying for exemption from the state lawful gambling license to conduct Bingo at their church located at 1000 Long Lake Road on September 9th, 2025 as a fundraising activity.

Recommendations:	Take no action.

Applicable Deadlines:	The State Alcohol and Gambling Enforcement Division requires a minimum of 30 days for processing.

Community Impact:	There is significant community engagement at this event which will generate revenue for involvement with social justice missions such as Habitat for Humanity, Loaves and Fishes, Ralph Reder foodshelf and the Community Support Center.

Legislative History:	Minnesota State law requires the city to sign the form before the applicant can submit their application to the Gambling Control Board.

Strategic Priority:

Financial Sustainability	Staff Capabilities
Economic Development	Community Engagement & Belonging
City Assets	**N/A**

Fiscal Impact:

Financial Impact: Is there a financial consideration?	**No**	Yes: $

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

Attachments:	None

Agenda Section:	Consent Agenda
Report Date:	07/03/2025
Meeting Date:	July 8, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Authorizing Purchase of Replacement Parts for the Eagles Nest Indoor Playground

Action Requested:

Public Hearing:	**Motion: X**
Discussion:	Informational:

Form of Action:

Resolution:	Ordinance:
Contract/Agreement:	**N/A or Other:**

Votes Needed:

3 Votes: X	4 Votes:
5 Votes:	N/A:

Summary Statement:	The Eagles Nest, constructed in 2017, needs replacement parts to continue to provide an attractive indoor playground. Staff has been communicating with the local rep on the various pieces that are needed. The manufacturer is based in China, and the current political climate makes it difficult to obtain a complete cost for the replacement pieces.

Recommendations:	Staff recommends authorizing purchase of replacement parts for the Eagles Nest Indoor Playground. This purchase shall not exceed $65,000. This cost is based off the attached quote for equipment and will also

	include additional unknown costs for tariffs, freight, customs clearance, etc.

Applicable Deadlines:	N/A

Community Impact:	Providing new playground parts will ensure the playground remains safe for all users.

Legislative History:	• December 10, 2024 – Council adopted the Final 2025 Budgets and 2025-2034 CIP. • October 23, 2023 – Council authorized change order and final payment to CAP Flooring for Eagles Nest Toddler Area Flooring. • April 10, 2018 – Council approved final payment to Commercial Recreation Specialists for the replacement of the Eagles Nest Indoor Playground. • June 13, 2017 – Council approved Commercial Recreation Specialists proposal for the replacement of the Eagles Nest Indoor Playground. • June 6, 2017 – Requested information and further research was provided to Council at a work session. • May 23, 2017 – Recommendation was provided to Council to consider bids and award contract for the replacement for the Eagles Nest Indoor Playground. Council requested additional information to be presented at the next work session. • May 10, 2017 – Parks, Recreation and Environmental Commission (PREC) recommended Commercial Recreation Specialists plan #1 replace the current Eagles Nest Indoor Playground structure. • March 14, 2017 - Council authorized staff to advertise for bids and solicit quotes for the replacement of the Eagles Nest Indoor Playground and appointed PREC and staff as an advisory committee to evaluate, score and recommend preferred vendor to Council for approval. • December 13, 2016 – Council approved the 2017 Budget which included funding the Non-Fleet Capital Asset Replacement Program to replace the Eagles Nest Indoor Play Structure. • June 14, 2016 - Council rejected bids for the equipment and installation of the Eagles Nest Indoor Playground, City Project #16-6 for the lack of competitive bids. • April 12, 2016 – Council authorized staff to advertise for bids and

	solicit quotes for the replacement of the Eagles Nest Indoor Playground. • February 2, 2016 – Staff presented about the current Eagles Nest Indoor Playground and the proposed replacement process at the Council Work Session. • March 11, 2003 - Council authorized the replacement of the original Eagles Nest Indoor Playground in the amount of $250,000. • September 22, 1993 – Council approved the construction of the Family Service Center (now the New Brighton Community Center) which included the original Eagles Nest Indoor Playground.

Strategic Priority:

Financial Sustainability:	Staff Capabilities:
Economic Development: X	Community Engagement & Belonging:
City Assets: X	N/A

Fiscal Impact:

Financial Impact: Is there a financial consideration?	No	Yes: $ 65,000

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

Attachments:	Quote #27560-REV1 New Brighton Community Center Indoor Play Unit Parts

COMMERCIAL RECREATION SPECIALISTS

Quote

Quote Number: 0027560
Quote Date: 6/24/2025

Commercial Recreation Specialists
807 Liberty Dr., Ste 101
Verona, WI 53593-9160
Ph: (877) 896-8442 Fx: (608) 848-8782
43-2046045

Bill To :
New Brighton Community Center
400 10th Street NW
New Brighton, MN 55112

Ship To :
New Brighton Community Center
Jeff Johnson
400 10th Street NW
New Brighton, MN 55112
Ph: 651-638-2122

Customer ID	Customer PO Number	Sales Rep Name
NEW BRIGHTON COMM.		Jeff Corniea
Valid Through	**Shipping Method**	**Payment Terms**
7/25/2025	BEST WAY	Net 30

Item	Description	Quantity	Unit Cost	Amount
/99999 SFTPLY MATERIALS	Item #1 Landing Mat Cover for Base of Slide	1.00	31.00	31.00
/99999 SFTPLY MATERIALS	Item #2 Wide Step Climber	16.00	38.50	616.00
/99999 SFTPLY MATERIALS	Item #3 Step Climbers	12.00	38.50	462.00
/99999 SFTPLY MATERIALS	Item #4 Yellow Balance Beam	1.00	92.50	92.50
/99999 SFTPLY MATERIALS	Item #5 Yellow Triangles	1.00	62.00	62.00
/99999 SFTPLY MATERIALS	Item #6 Two Step Stair Units	3.00	115.50	346.50
/99999 SFTPLY MATERIALS	Item #7 Entire Bear Slide	1.00	2,077.00	2,077.00
/99999 SFTPLY MATERIALS	Item #8 Entire Tree	1.00	5,077.00	5,077.00
/99999 SFTPLY MATERIALS	Item #9 Memory Panel	1.00	215.50	215.50
/99999 SFTPLY MATERIALS	Item #10 Family Bridge Panel	1.00	215.50	215.50
/99999 SFTPLY MATERIALS	Item #11 Dress Code Panel	1.00	215.50	215.50
/99999 SFTPLY MATERIALS	Item #12 Calculator Panel	1.00	215.50	215.50

Continued

COMMERCIAL RECREATION SPECIALISTS

Quote

Quote Number: 0027560
Quote Date: 6/24/2025

Commercial Recreation Specialists
807 Liberty Dr., Ste 101
Verona, WI 53593-9160
Ph: (877) 896-8442 Fx: (608) 848-8782
43-2046045

Bill To :	Ship To :
New Brighton Community Center 400 10th Street NW New Brighton, MN 55112	New Brighton Community Center Jeff Johnson 400 10th Street NW New Brighton, MN 55112 Ph: 651-638-2122

Customer ID	Customer PO Number	Sales Rep Name
NEW BRIGHTON COMM.		Jeff Corniea
Valid Through	**Shipping Method**	**Payment Terms**
7/25/2025	BEST WAY	Net 30

Item	Description	Quantity	Unit Cost	Amount
/99999 SFTPLY MATERIALS	Item #13 Orange Triangle	2.00	69.50	139.00
/99999 SFTPLY MATERIALS	Item #14 Entire Half Moon Climber	1.00	538.50	538.50
/99999 SFTPLY MATERIALS	Item #15 Pad for Underneath Swing	1.00	369.50	369.50
/99999 SFTPLY MATERIALS	Item #16 Cover for Landing Pad	1.00	108.00	108.00
/99999 SFTPLY MATERIALS	Item #17 Half Moon for Climbing	1.00	400.00	400.00
/99999 SFTPLY MATERIALS	Item #18 Brown Steps	8.00	54.00	432.00
/99999 SFTPLY MATERIALS	Item #19 Red Rope for Underneath Steps	2.00	15.50	31.00
/99999 SFTPLY MATERIALS	Item #20 Step Climbers	5.00	15.50	77.50
/99999 SFTPLY MATERIALS	Item #21 Elastic Obstacle	4.00	54.00	216.00
/99999 SFTPLY MATERIALS	Item #22 Piano - Cover Only	2.00	46.50	93.00
/99999 SFTPLY MATERIALS	Item #23 Watermelon - Cover Only	2.00	31.00	62.00
/99999 SFTPLY MATERIALS	Item #24 Round Padded Entrance	10.00	46.50	465.00

Continued

Quote

Quote Number: 0027560
Quote Date: 6/24/2025

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Customer ID	Customer PO Number	Sales Rep Name
NEW BRIGHTON COMM.		Jeff Corniea
Valid Through	**Shipping Method**	**Payment Terms**
7/25/2025	BEST WAY	Net 30

Item	Description	Quantity	Unit Cost	Amount
/99999 SFTPLY MATERIALS	Item #25 Netting	8.00	85.00	680.00
/99999 SFTPLY MATERIALS	Item #26 Round Ball	3.00	115.50	346.50
/99999 SFTPLY MATERIALS	Item #27 Web for Web Tower	7.00	185.00	1,295.00
/99999 SFTPLY MATERIALS	Item #28 Air Mattress	12.00	400.00	4,800.00
/99999 SFTPLY MATERIALS	Item #29 Dragon Fly, Free-Standing	1.00	2,415.50	2,415.50
/99999 SFTPLY MATERIALS	Item #30 Car, Free-Standing	1.00	1,846.50	1,846.50
/99999 SFTPLY MATERIALS	Item #31 Rock Wall Floor Mat Cover	1.00	38.50	38.50
/99999 SFTPLY MATERIALS	Item #32 Toddler Slide Pad	1.00	62.00	62.00
/99999 SFTPLY MATERIALS	Document Fee	1.00	47.00	47.00
/ADMIN FEE	Tariff Fee (~ 41%) *Actual Cost is TBD*	1.00	0.00	0.00
/FREIGHT	Estimated Freight, Duties, Taxes & Customs Clearance - *Actual Cost is TBD*	1.00	0.00	0.00

Continued

Quote

Quote Number: 0027560
Quote Date: 6/24/2025

Commercial Recreation Specialists
807 Liberty Dr., Ste 101
Verona, WI 53593-9160
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Customer ID	Customer PO Number	Sales Rep Name
NEW BRIGHTON COMM.		Jeff Corniea
Valid Through	**Shipping Method**	**Payment Terms**
7/25/2025	BEST WAY	Net 30

Item	Description	Quantity	Unit Cost	Amount
	NOTES: * *Above pricing currently does not account for any potential tariff fees, freight, customs clearance, duties, taxes, etc. that will be assessed. We are working with Cheer to get estimates. All fees will be billed at actual.* * Above pricing does not include receiving, off-loading, storage, or installation. Parts sale only. * Current manufacturing lead time is ~ 3 to 4 weeks and the time in transit on the water is ~ 6 to 8 weeks after receipt of order * Parts pricing is valid for 30 days.			

Note: This quote is valid for 30 days. Please review the above information carefully. It defines your order as we understand it. If satisfactory, please sign and date below and fax to 608-848-8782, email back to your sales representative, or send a copy with your deposit to the address above. We will begin processing your order upon receipt of both your DEPOSIT AND APPROVAL SIGNATURE, per the terms indicated on your quote above. Additional surcharges may apply depending on final delivery address, actual delivery requirements and payment method. Please note that a 3% convenience fee may apply to credit card orders.

Net Order:	24,088.50
Freight:	0.00
Sales Tax:	0.00
Order Total:	**24,088.50**

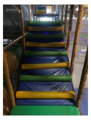
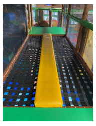
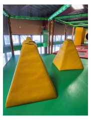
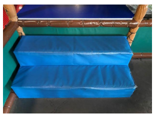
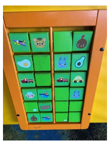
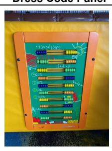
Customer Acceptance: ______________________________ Date: ____________

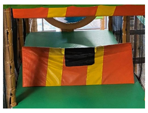
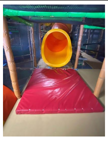
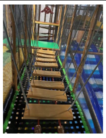
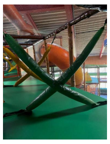
Donna

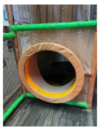
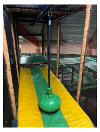
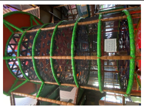
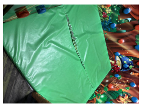
Nanjing Pegasus Recreation Equipment Co., Ltd
#17 Lan Tian Road, Chinese Entrepreneur Science Park, Lu Kou Town,Jiangning distirct, Nanjing, Jiangsu Province, China
Tel: +86 25 52776299 Fax: +86 25 52776288
Visit us at www.playgroundcheer.com

Quotation No. 20250619	
Sales Rep.: Harrison Zhao	Date: June.19th, 2025
Bill To:	**Ship To:**
Buyer'name: Donna Komassa	Contact person:
Company name: Commercial Recreation Specialists	Company:
Tel.:	Tel:
Company address:	Shipping address:
Payment Method:	**Shipping Method:**
50% T/T in advanc, 50% before loading	EXW

All amounts are in U.S. dollars.

Item No.	Photo	Specification	Design No.	Unit Price	Quantity	Amount	Note
1	 Landing pad cover for base of slide		/		1		landing mat cover only
2	 Wide step climber		/		16		Only the steps.
3	 Step climbers		/		12		Only the steps.
4	 Yellow balance board		/		1		
5	 Yellow triangles		/		1		
6	 Two step stair units		/		3		
7	 Entire bear slide		/		1		
8	 Entire tree		/		1		 Normally the tree has the leaves
9	 Memory Panel	70*45*3.0cm	/		1		Our Product Code is CH-SH150419; not including the back board.
10	 Family Bridge Panel	70*45*3.5cm	/		1		Our Product Code is CH-SH150020; not including the back board.
11	 Dress Code Panel	70*45*3.0cm	/		1		Our Product Code is CH-SH150426; not including the back board.
12	 Calculator Panel	70*45*3.0cm	/		1		Our Product Code is CH-SH150423; not including the back board.

13	 Orange triangle		/		2		
14	 Entire half moon climber		/		1		orange, green, yellow
15	 Pad for underneath swing		/		1		Soft mat under the trolley ride
16	 Cover for Landing pad		/		1		Red
17	 Half moon for climbing		/		1		orange and yellow
18	 Brown steps		/		8		
19	 Red rope for underneath steps		/		2		
20	 Step climbers		/		5		Only the steps.
21	 Elastic Obstacle		/		4		yellow or green
22	 Piano *Cover only		/		2		Only the cover.
23	 Watermellon *Cover only		/		2		Only the cover.

24	 Round padded enternace		/		10		round pad only
25	 Netting	42" long 30" wide	/		8		
26	 Round ball		/		3		Green round ball only
27	 Web For Web Tower				7		Web for one layer only Excluding the steel frame
28	 Air Mattress				12		including the top cover
29	CH_SFP150021 	2.5x1.8m	/		1		
30	Car Panel 	1.2x1.12m	/		1		
31	 Rock Wall Floor Mat Cover		/		1		Cover only under rock wall climber
32	 Toddler Slide Pad		/		1		

COMMERCIAL RECREATION SPECIALISTS

Quote

Quote Number: 0027560
Quote Date: 6/24/2025

Commercial Recreation Specialists
807 Liberty Dr., Ste 101
Verona, WI 53593-9160
Ph: (877) 896-8442 Fx: (608) 848-8782
43-2046045

Bill To :	Ship To :
New Brighton Community Center 400 10th Street NW New Brighton, MN 55112	New Brighton Community Center Jeff Johnson 400 10th Street NW New Brighton, MN 55112 Ph: 651-638-2122

General Terms and Conditions

1. When Installation or site work is specified in the proposal or quote, site security is not included. The customer is responsible for ensuring security during the project when Commercial Recreation Specialists, Inc. is not present installing the specified system and immediately upon completion of the installation. In the event of vandalism or unexpected damage, Commercial Recreation Specialists, Inc. reserves the right to charge the customer for repairs and/or replacement goods.
2. This proposal or quote may be withdrawn if not accepted within thirty (30) days of its issuance. Commercial Recreation Specialists, Inc. will consider reasonable revisions to this proposal included in the terms of a subcontract provided it accurately incorporates the terms and conditions of this proposal. A proposal or quote not accepted within thirty (30) days will be subject to price escalation for Installation materials, equipment, and freight. Commercial Recreation Specialists, Inc. reserves the right to adjust its quoted price if the terms of a related subcontract increase its costs or add to Commercial Recreation Specialists, Inc.'s administrative time of compliance.
3. When Installation or site work is specified in the proposal or quote, all work shall be performed according to industry standards. Areas in which Commercial Recreation Specialists, Inc. Installation Team will be working shall be free and clear of all debris and accessible to any/all equipment necessary to perform the proposed work. Commercial Recreation Specialists, Inc. assumes the site is buildable and has suitable subsurface conditions to allow the proposed construction.
4. Unless waived in writing by Commercial Recreation Specialists, Inc., any changes to the scope of work, or the terms and conditions of this proposal shall be performed only after execution of a written change order.
5. Commercial Recreation Specialists, Inc. is not responsible for any delays due to strikes, accidents, weather, acts of God, and/or other delays beyond the control of Commercial Recreation Specialists, Inc. Commercial Recreation Specialists, Inc. is not responsible for any damages due to any of the above or similar causes outside of its control.
6. Commercial Recreation Specialists, Inc. is not responsible for receiving, off-loading, storage, installation, project management or coordination, piping, anchor bolts, concrete, surfacing, electrical, plumbing, bonding, bonding payment, geotechnical survey work, excavation, removal of existing materials, removal of debris and packaging material, site restoration, permits or permit fees, stamped drawings or Health department approval unless otherwise specified in the above proposal or quote.
7. The Customer is responsible for inspecting all deliveries for damage, noting any damage on the bill of lading, and notifying Commercial Recreation Specialists, Inc. within one (1) day of receiving.
8. If applicable, sales tax has been included and will only be removed upon presentation of a Tax-Exempt form, Resale Certificate, or Capitol Improvement form. In the event any assertion of tax-exempt status is later denied by a taxing authority, the buyer will be responsible for the unpaid tax and any penalties and interest charges.
9. Freight shown is an estimate based on current quoted rates and is subject to change. Actual freight costs will be charged at the time of shipment and will be included on the final invoice. If applicable, the buyer is responsible for customs fees, duties, or taxes assessed by any port of entry.
10. When Installation or site work is specified in the proposal or quote, Commercial Recreation Specialists, Inc. is not responsible for private or public utility charges to locate services unless otherwise specified in the proposal or quote. Private and public utility efforts to locate services need to be completed and marked before Commercial Recreation Specialists, Inc. arrives on site. Commercial Recreation Specialists, Inc. is not responsible for damage to or repair of unmarked utilities.
11. The Customer is responsible for ensuring the scope of work in the quote or proposal meets all local standards and codes and that all required approvals and permits have been obtained, unless otherwise noted in the quote or proposal. This responsibility also extends to any changes requested.
12. Commercial Recreation Specialists, Inc. warrants all its labor and workmanship under the attached proposal's scope of work for a period of one (1) year from the date of substantial completion.
13. Any requested special or custom modifications and/or alterations made to products installed by Commercial Recreation Specialists, Inc. may void and null warranties provided by the manufacturer.
14. Our standard payment terms provie a 50% deposit be made at the time an order is placed. The remaining amount is due when the order is shipped and/or installation is complete. We reserve the option of requiring one or more interim payments of a portion of any remaining amount which becomes due in the event of partial shipments and/or a staggered installation timelines (unless separately established by contract or written agreement)
15. These are our general terms and conditions that always apply unless superseded in this document or in another governing contract.