



**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 22, 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 NBMN.info/View-A-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. Proclamation Celebrating July as National Parks and Recreation Month
2. Presentation of Minnesota Recreation and Parks Association Awards of Excellence - Park Discovery Days and Totem Pole Park Reconstruction

VI. Consent Agenda

1. Consider Approval of Payments

2. Consider Approval of City Council Minutes
 - a. July 8, 2025 City Council Meeting Minutes
 - b. July 8, 2025 City Council Work Session Minutes
3. Accept Receipt of Commission Minutes
 - a. 2025-06-09 Public Safety Commission Minutes
4. Consider Approval of ePlanSoft Quote
5. Consider a Resolution Accepting a Ramsey County Critical Corridors Grant, and Granting Authorization to Enter Into a Contract with Damon Farber Associates Incorporated to Complete a Small Area Study in the City of New Brighton
6. Consider Approval of Temporary Liquor License for St. John the Baptist Church's Annual FallFest Event
7. Consider Approval of Gambling Exempt Permit for St John the Baptist Church's FallFest Event
8. Consider Approval of Gambling Exempt Permit for Irondale Band Boosters
9. Consider a Resolution Establishing "No Parking" along Oakwood Drive between County Road E and Silver Lane
10. Consider a Resolution Accepting Bids and Award of Contract for City Project 24-4, Lift Station #8 Replacement
11. Consider Application for a Solicitor License for EcoShield.
12. Consider Quote for Traffic Signal Repainting - Round 2
13. Consider Resolution Accepting Bids and Award of Contract for City Project 25-7, Well #16 Well Drilling and Construction
14. Consider Sub-Grant Agreement with Garden View Apartments, LLC for the 10th Street NW Culvert Replacement Project
15. Consider Approval of Internal Data Practices Policy Update
16. Consider Approval of Updated Data Policies Regarding Public Access to Data and for Subjects of Data
17. Consider Acceptance of Donation to Youth Golf Program

VII. Public Hearings

VIII. Council Business

1. Consider Acceptance of the Second Quarter 2025 Interim Financial Report

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



Agenda Section:	Special Order of Business
Report Date:	07/08/2025
Meeting Date:	July 22, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Proclamation Celebrating July as National Parks and Recreation Month

Action Requested:

Public Hearing:	Motion:
Discussion:	Informational:

Form of Action:

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

Votes Needed:

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

Summary Statement:

Recognizing and celebrating Park and Recreation Month each July is an opportunity for the City of New Brighton to highlight the essential role that parks, trails, open spaces, and recreation programs play in creating a healthy, vibrant, and connected community. Parks and recreation services foster inclusion, combat loneliness, promote wellness, and provide safe, welcoming spaces for all residents to gather, play, and build lasting connections. They also contribute to the City's economic vitality and environmental stewardship, and support a strong quality of life for everyone who lives, works, and visits here. National Park and Recreation Month was first established in 1985 by the National Recreation and Park Association as a way to recognize the vital contributions of local park and

	recreation professionals, who work tirelessly—often behind the scenes and when others play—to make our events, programs, and gathering spaces possible. By proclaiming July as Park and Recreation Month in New Brighton, we join cities across the country in honoring the people and places that make our community thrive.
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Recommendations:	Read proclomation naming July Parks and Recreation month.
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Applicable Deadlines:	07/31/2025
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Community Impact:	N/A
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Legislative History:	N/A
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Strategic Priority:	Financial Sustainability	Staff Capabilities
	Economic Development	Community Engagement & Belonging
	City Assets	N/A: X

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

Attachments:	Parks and Recreation Month Proclamation
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Proclamation

- WHEREAS** Parks and recreation are at the heart of the City of New Brighton, providing spaces and programs that bring people together, strengthen neighborhoods, and foster a sense of belonging for all; providing more than 40 community events each year, creating countless opportunities for neighbors to connect, celebrate, and support one another, while combating loneliness and isolation; and
- WHEREAS** Our parks and recreation system is dedicated to inclusion, ensuring people of all ages, abilities, and backgrounds can participate in recreation programs, access quality parks, and feel welcomed in our community spaces; and
- WHEREAS** Parks and recreation improves both physical and mental health by encouraging active lifestyles, offering safe spaces for play, and providing vital connections to nature; and
- WHEREAS** Through collaborative partnerships, innovative programming, and stewardship of our natural resources, New Brighton Parks and Recreation department enhances economic vitality, environmental well-being, and community resilience; and
- WHEREAS** July is recognized as National Parks and Recreation Month, a time to celebrate the essential role parks and recreation play in making New Brighton a vibrant, connected, and inclusive city; and
- WHEREAS** We, the City of New Brighton, will celebrate all that parks and recreation does for our city at the New Brighton Splash Bash on July 29 at Lions Park;

NOW, THEREFORE BE IT RESOLVED I, Kari Niedfeldt-Thomas, Mayor of
The City of New Brighton, Minnesota do hereby recognize July as

Parks and Recreation Month

and we encourage all residents to get outside, make new connections, and enjoy all our parks and recreation system has to offer.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Brighton, Minnesota to be affixed this 22nd day of July, 2025.



Agenda Section:	Consent Agenda
Report Date:	05/27/2025
Meeting Date:	July 22, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of Payments
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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. <table border="1"> <tr> <td>EFT:</td><td>\$1,863,087.06</td></tr> <tr> <td>ACH:</td><td>\$390,561.20</td></tr> <tr> <td>Check:</td><td>\$31,254.87</td></tr> <tr> <td>Total:</td><td>\$2,284,903.13</td></tr> </table>	EFT:	\$1,863,087.06	ACH:	\$390,561.20	Check:	\$31,254.87	Total:	\$2,284,903.13
EFT:	\$1,863,087.06								
ACH:	\$390,561.20								
Check:	\$31,254.87								
Total:	\$2,284,903.13								

Recommendations:	To approve the payment of invoices as listed in the attachment.
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Applicable	The Council Meeting immediately following the disbursement of funds.
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Deadlines:	
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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.
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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.
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Strategic Priority:	Sustainable & Reliable Infrastructure	Operational Effectiveness X
	Environment & Sustainability	Diversity, Equity Inclusion
	Livable Community	N/A

Fiscal Impact:	Financial Impact: Is there a financial consideration?		No	Yes: \$2,284,903.13
	Financing Sources:	Budgeted	Budget Modification	
	New Revenue	Use of Reserves	Other	

Attachments:	VI_1 Consider Approval of Payments
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VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
06/26/2025	AFLAC	AFLAC JUNE	2,649.26
06/26/2025	ALERUS RETIREMENT & BENEFITS-EFT	HSA SERVICE FEE COVERED BY CITY JUNE	308.00
06/25/2025	XCEL ENERGY	CITY HALL/PSB 04/16-05/15/25	4,876.07
06/25/2025	XCEL ENERGY	CITY HALL/PSB 04/16-05/15/25	1,130.80
06/25/2025	XCEL ENERGY	STREET LIGHTS 03/18-04/16/25	1,446.88
06/25/2025	XCEL ENERGY	500 13TH AVE NW 05/15-06/16/25	88.50
06/25/2025	XCEL ENERGY	CITY HALL/PSB 05/15-06/16/25	8,115.65
06/25/2025	XCEL ENERGY	CITY HALL/PSB 05/15-06/16/25	2,785.64
06/25/2025	XCEL ENERGY	STREET LIGHTS 03/18-04/16/25	2,132.43
06/25/2025	XCEL ENERGY	STREET LIGHTS 03/18-04/16/25	13.19
			20,589.16
06/30/2025	PITNEY BOWES INC - EFT	POSTAGE MACHINE REFILL JUNE X2 2025	2,000.00
06/30/2025	MN DEPT OF TRANSPORTATION	ACH SWEEPS JUNE	15,983.35
06/30/2025	MN DEPT OF TRANSPORTATION	ACH SWEEPS JUNE	1,706,885.86
06/30/2025	MN DEPT OF TRANSPORTATION	ACH SWEEPS JUNE	883.75
			1,723,752.96
06/30/2025	PAYMENTECH - EFT	PAYMENTECH FEES JUNE 2025 INVOICE CLOUD	62.57
06/30/2025	PAYMENTECH - EFT	PAYMENTECH FEES JUNE 2025 INVOICE CLOUD	519.57
06/30/2025	PAYMENTECH - EFT	PAYMENTECH FEES JUNE 2025 INVOICE CLOUD	483.89
06/30/2025	PAYMENTECH - EFT	PAYMENTECH FEES JUNE 2025 INVOICE CLOUD	483.89
06/30/2025	PAYMENTECH - EFT	PAYMENTECH FEES JUNE 2025 INVOICE CLOUD	241.95
			1,791.87
07/01/2025	METROPOLITAN LIFE INSURANCE COMPANY	DENTAL JULY - GROUP #KM05387365	4,894.48
07/01/2025	METROPOLITAN LIFE INSURANCE COMPANY	DENTAL JULY - GROUP #KM05387365	260.27
			5,154.75
07/02/2025	GLOBAL PAYMENTS, INC	NBCC JUNE 2025 CC FEES	11,432.99
07/02/2025	GLOBAL PAYMENTS, INC	NBCC JUNE 2025 CC FEES	17,149.49
07/02/2025	GLOBAL PAYMENTS, INC	GOLF JUNE 2025 CC FEES	4,803.33
			33,385.81
07/02/2025	PEPSI-COLA - EFT	POP/GATORADE FOR RESALE AT THE GOLF COURSE	1,139.48
06/27/2025	4M - BANK CHARGES - EFT	POSITIVE PAY CHARGES IN 4M JUNE	60.61
07/08/2025	INVOICE CLOUD INC.	INVOICE CLOUD FEES 06/01/25-06/30/25	3.75
07/08/2025	INVOICE CLOUD INC.	INVOICE CLOUD FEES 06/01/25-06/30/25	63.40
07/08/2025	INVOICE CLOUD INC.	INVOICE CLOUD FEES 06/01/25-06/30/25	176.02
07/08/2025	INVOICE CLOUD INC.	INVOICE CLOUD FEES 06/01/25-06/30/25	176.02
07/08/2025	INVOICE CLOUD INC.	INVOICE CLOUD FEES 06/01/25-06/30/25	88.01
			507.20
07/09/2025	XCEL ENERGY	STREET LIGHTS 05/15-06/16/25	2,046.36

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/09/2025	XCEL ENERGY	OLD HWY 8 STREET LIGHTS AND MAINT GARAGE GAS 05/18-06/17/25	217.32
07/09/2025	XCEL ENERGY	PARKS 04/21-05/16/2505/16-06/18/25	1,722.28
07/09/2025	XCEL ENERGY	PARKS 04/21-05/16/2505/16-06/18/25	142.80
07/09/2025	XCEL ENERGY	NBCC/BHGC 05/18-06/17/25	12,745.36
07/09/2025	XCEL ENERGY	NBCC/BHGC 05/18-06/17/25	1,553.61
07/09/2025	XCEL ENERGY	NBCC/BHGC 05/18-06/17/25	896.16
07/09/2025	XCEL ENERGY	NBCC/BHGC 05/18-06/17/25	49.94
07/09/2025	XCEL ENERGY	WELLS & LIFT STATIONS 05/16-06/18/25	34,524.89
07/09/2025	XCEL ENERGY	WELLS & LIFT STATIONS 05/16-06/18/25	2,203.94
07/09/2025	XCEL ENERGY	WELLS & LIFT STATIONS 05/16-06/18/25	917.42
07/09/2025	XCEL ENERGY	WELLS & LIFT STATIONS 05/16-06/18/25	244.31
07/09/2025	XCEL ENERGY	WELLS & LIFT STATIONS 05/16-06/18/25	566.16
07/09/2025	XCEL ENERGY	WELLS & LIFT STATIONS 05/16-06/18/25	40.30
07/09/2025	XCEL ENERGY	OLD HWY 8 STREET LIGHTS AND MAINT GARAGE GAS 05/18-06/17/25	13,570.38
07/09/2025	XCEL ENERGY	WELLS & LIFT STATIONS 05/16-06/18/25	70.77
07/09/2025	XCEL ENERGY	STREET LIGHTS 05/15-06/16/25	13.19
			71,525.19
07/11/2025	MONEY MOVERS	JUNE 2025 SERVICES	17.50
07/10/2025	HEALTHY CONTRIBUTIONS SPV, LLC	MAY 2025 SERVICES	6.50
07/07/2025	AMERICAN EXPRESS - EFT	JUNE AMEX CREDIT CARD FEES 05/31/2025 - 06/25/2025 FINAL	13.41
07/07/2025	AMERICAN EXPRESS - EFT	JUNE AMEX CREDIT CARD FEES 05/31/2025 - 06/25/2025 FINAL	74.14
07/07/2025	AMERICAN EXPRESS - EFT	JUNE AMEX CREDIT CARD FEES 05/31/2025 - 06/25/2025 FINAL	74.14
07/07/2025	AMERICAN EXPRESS - EFT	JUNE AMEX CREDIT CARD FEES 05/31/2025 - 06/25/2025 FINAL	37.08
			198.77
07/03/2025	A DYNAMIC DOOR CO., INC.	REPLACE SAFETY SENSORS ON NORTH WARM STORAGE DOOR	516.50
07/03/2025	ANCHOR SOLAR INVESTMENTS, LLC	SOLAR POWER PAYMENT - JULY	400.28
07/03/2025	ANCHOR SOLAR INVESTMENTS, LLC	SOLAR POWER PAYMENT - JULY	2,043.87
07/03/2025	ANCHOR SOLAR INVESTMENTS, LLC	SOLAR POWER PAYMENT - JULY	333.45
07/03/2025	ANCHOR SOLAR INVESTMENTS, LLC	SOLAR POWER PAYMENT - JULY	1,240.12
			4,017.72
07/03/2025	BARR ENGINEERING COMPANY	PROFESSIONAL SERVICES FROM MAY 17, 2025 TO JUNE 13, 2025	8,051.12
07/03/2025	COREMARK METALS	METAL FOR H2O KEY	211.58
07/03/2025	COVERALL OF THE TWIN CITIES	CARPET CLEANING, STRIP & WAX BILLED IN BEHALF OF CYNTHIA'S CLEANING INC.	5,606.00
07/03/2025	COVERALL OF THE TWIN CITIES	CLEANING PUBLIC WORKS- JULY	2,070.00
			7,676.00

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/03/2025	CRYSTEEL TRUCK EQUIPMENT	#2514 TOMMY GATE INSTALLED	2,927.50
07/03/2025	CRYSTEEL TRUCK EQUIPMENT	#1713 BED TOOLBOX	1,730.69
			4,658.19
07/03/2025	ESS BROTHERS & SONS INC.	NEW PLASTIC RINGS FOR MANHOLES	1,270.00
07/03/2025	GOPHER STATE ONE-CALL	LOCATE TICKETS JUNE 2025	120.15
07/03/2025	GOPHER STATE ONE-CALL	LOCATE TICKETS JUNE 2025	120.15
07/03/2025	GOPHER STATE ONE-CALL	LOCATE TICKETS JUNE 2025	120.15
			360.45
07/03/2025	HOFFMAN & MCNAMARA CO	LANDSCAPE MAINTENANCE @ WTP #1	4,586.75
07/03/2025	IN CONTROL, INC	WELL #4 VFD REPROGRAM. H/S TOWER WATER DAMAGE	1,367.43
07/03/2025	IN CONTROL, INC	LIFT STATION REPAIR LS7 & SPARE TRANSMITTER	2,229.12
			3,596.55
07/03/2025	KATH FUEL OIL SERVICE	GEAR LUBE 80 W 140 SHOP STOCK	430.50
07/03/2025	KATIE KALVIG	MN FIELD TRIP ADVENTURES	495.00
07/03/2025	MADISON NATIONAL LIFE INSUR. CO,INC	LIFE INSURANCE JULY	1,236.35
07/03/2025	MADISON NATIONAL LIFE INSUR. CO,INC	LTD FOR JULY	2,267.33
07/03/2025	MADISON NATIONAL LIFE INSUR. CO,INC	LIFE INSURANCE JULY	143.48
			3,647.16
07/03/2025	METROPOLITAN COUNCIL	JULY WASTE WATER SERVICES	174,819.52
07/03/2025	MN TEAMSTERS #320	MAINTENANCE DUES JULY	1,681.00
07/03/2025	MORA, CLAUDIA	TOWER FANS	8.53
07/03/2025	MORA, CLAUDIA	TOWER FANS	104.97
			113.50
07/03/2025	NCPERS GROUP LIFE INS	PERA LIFE INS FOR JULY	208.00
07/03/2025	NOBLEWINS, LLC	ARCH PRIMED BENCH FOR LIONS PARK	9,177.50
07/03/2025	SRIXON/CLEVELAND GOLF	GLOVES	479.90
07/03/2025	TANKSCO, INC	CITY PROJECT 24-5 FORESTDALE WATER TOWER RECONDITIONING PAYMENT APPLICATION #3	103,493.00
07/03/2025	VOLK, ERIC	INTERNET REIMBURSEMENT	105.22

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/11/2025	CRAWFORD, LEIGH	2025 JUNE DEALER BANK RUNS	192.71
07/11/2025	FERGUSON ENTERPRISES, LLC	14TH ST & 21ST AVE PROJECT	5,858.13
07/11/2025	HAWKINS, INC.	LPC-4, AZONE, FLUORIDE, SODIUM PERMANGANATE	19,369.38
07/11/2025	HAWKINS, INC.	LPC-4, AZONE, FLUORIDE, SODIUM PERMANGANATE	5,225.65
			24,595.03
07/11/2025	HYDRO CORP	BACKFLOW PREVENTION MANAGEMENT PROGRAM JUNE 2025	379.00
07/11/2025	IN CONTROL, INC	PERMANGANATE TANK SCADA	1,727.72
07/11/2025	INTELLICENTS INC	MONTHLY HEALTH CONSULTING	1,250.00
07/11/2025	L.E.L.S	POLICE/SERG UNION DUES FOR JULY	1,971.00
07/11/2025	LOFFLER COMPANIES, INC	CONTRACT OVERAGE CHARGE FOR THE 06/01/2025 TO 06/08/2025	415.55
07/11/2025	LOFFLER COMPANIES, INC	OVERAGE PERIOD	47.99
		CONTRACT FOR 6/9/25-7/8/25	463.54
07/11/2025	MANSFIELD OIL COMPANY OF GAINSVILLE	UNLEADED 628 GALLONS	4,531.24
07/11/2025	MARCO TECHNOLOGIES, LLC	OFFICE 365 LICENSING - CONTRACT BASE RATE CHARGE FOR THE 06/14/2025 TO 07/13/2025 BILLING PERIOD	5,016.70
07/11/2025	METROPOLITAN COUNCIL	JUNE 2025 SAC	(49.70)
07/11/2025	METROPOLITAN COUNCIL	JUNE 2025 SAC	4,970.00
			4,920.30
07/11/2025	METROPOLITAN COURIER CORPORATION	SERVICES FOR THE MONTH OF JUNE	693.25
07/11/2025	OXYGEN SERVICE COMPANY, INC.	CYLINDER RENTAL	160.47
07/11/2025	SCHLICHTING, CRAIG	CONFERENCE EXPENSE STATEMENT 2025	16.00
07/11/2025	SCHLICHTING, CRAIG	CONFERENCE EXPENSE STATEMENT 2025	204.40
			220.40
07/11/2025	SCHLIEU, HUE	LMC CONFERENCE LODGING AND MILEAGE	674.75
07/11/2025	STREET FLEET	2025 LB COURIER STREET FLEET JUNE 2025 (06/25/2025) REPORT COURIER	50.32

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/11/2025	THE PARTNERS GROUP LLC	CONSULTANT SERVICES JUNE 2025	3,300.00
07/11/2025	TROJAN TECHNOLOGIES CORP	LAMPS FOR AOP	2,151.98
07/11/2025	WSB & ASSOCIATES INC	LIONS SPLASH PAD CONSTRUCTION ADMINISTRATION MAY 1-31, 2025	708.50
07/11/2025	WSB & ASSOCIATES INC	HANSEN WEST PROFESSIONAL SERVICES MAY 1-31, 2025	2,101.00
			2,809.50
07/02/2025	ANTHONY GIGLIO	ROW CURB CUT SESCROW RETURN	650.00
07/02/2025	BAILEY NURSERIES, INC.	REPLACEMENT TREES FOR MISSING TREES ON SILVER LAKE ROAD MEDIANS	9,545.14
07/02/2025	COLLINS, JOSHUA	UB refund for account: 222641	11.56
07/02/2025	COLLINS, JOSHUA	UB refund for account: 222641	41.86
07/02/2025	COLLINS, JOSHUA	UB refund for account: 222641	20.36
07/02/2025	COLLINS, JOSHUA	UB refund for account: 222641	10.71
			84.49
07/02/2025	CRAIN, BETH AND ANTHONY	UB refund for account: 309641	6.51
07/02/2025	CRAIN, BETH AND ANTHONY	UB refund for account: 309641	16.98
07/02/2025	CRAIN, BETH AND ANTHONY	UB refund for account: 309641	11.47
07/02/2025	CRAIN, BETH AND ANTHONY	UB refund for account: 309641	6.03
			40.99
07/02/2025	DOYLE, STEVE	UB refund for account: 209155	47.70
07/02/2025	ESTATE OF ANNETTE G JENSON	UB refund for account: 106708	2.43
07/02/2025	ESTATE OF ANNETTE G JENSON	UB refund for account: 106708	6.32
07/02/2025	ESTATE OF ANNETTE G JENSON	UB refund for account: 106708	4.27
07/02/2025	ESTATE OF ANNETTE G JENSON	UB refund for account: 106708	2.25
			15.27
07/02/2025	FLEETPRIDE, INC	#1301 FILTER	152.91
07/02/2025	FLEETPRIDE, INC	#1905 HYDRAULIC FITTING	3.79
07/02/2025	FLEETPRIDE, INC	#1002 FILTERS	66.14
			222.84
07/02/2025	HAWKINS, MAGGIE AND DANIEL	UB refund for account: 309484	62.72
07/02/2025	KATAINEN, COLLIN	UB refund for account: 301002	8.89
07/02/2025	KATAINEN, COLLIN	UB refund for account: 301002	23.16
07/02/2025	KATAINEN, COLLIN	UB refund for account: 301002	15.64
07/02/2025	KATAINEN, COLLIN	UB refund for account: 301002	8.24
			55.93
07/02/2025	MARTIN MARIETTA MATERIALS, INC	ASPHALT FOR WATER BREAK	315.03

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/02/2025	MCCORMACK, PATRICK	UB refund for account: 103994	26.47
07/02/2025	MCCORMACK, PATRICK	UB refund for account: 103994	113.65
07/02/2025	MCCORMACK, PATRICK	UB refund for account: 103994	46.58
07/02/2025	MCCORMACK, PATRICK	UB refund for account: 103994	24.53
			211.23
07/02/2025	PETERSON, GERALD	UB refund for account: 310631	3.03
07/02/2025	PETERSON, GERALD	UB refund for account: 310631	7.89
07/02/2025	PETERSON, GERALD	UB refund for account: 310631	5.33
07/02/2025	PETERSON, GERALD	UB refund for account: 310631	2.80
			19.05
07/02/2025	WILDE, SUSAN AND ANDREW	UB refund for account: 305151	39.88
07/02/2025	WILDE, SUSAN AND ANDREW	UB refund for account: 305151	234.75
07/02/2025	WILDE, SUSAN AND ANDREW	UB refund for account: 305151	70.23
07/02/2025	WILDE, SUSAN AND ANDREW	UB refund for account: 305151	36.94
			381.80
07/02/2025	WISE, GEORGE AND SUSAN	UB refund for account: 109637	2.78
07/02/2025	WISE, GEORGE AND SUSAN	UB refund for account: 109637	14.80
07/02/2025	WISE, GEORGE AND SUSAN	UB refund for account: 109637	4.90
07/02/2025	WISE, GEORGE AND SUSAN	UB refund for account: 109637	2.58
			25.06
07/02/2025	YOUNGDAHL, DONALD AND SANDRA	UB refund for account: 107433	56.70
07/10/2025	ADAGIO'S PIZZA FACTORY	SAFE RIDE GRANT REIMBURSEMENT	65.77
07/10/2025	BIG LOUIES BAR & GRILL-cc	SAFE RIDE GRANT REIMBURSEMENT	201.34
07/10/2025	BONFE	GRANT DISTRIBUTION TO CONTRACTOR FOR I/I REPAIR	4,700.00
07/10/2025	COWBOY JACK'S	SAFE RIDE GRANT REIMBURSEMENT 7/1/2025	50.79
07/10/2025	FLEETPRIDE, INC	FILTERS STOCK	38.30
07/10/2025	FLEETPRIDE, INC	OIL FILTERS SHOP	20.80
			59.10
07/10/2025	GFRERER, ESTHER	REOCURING BILLING MEMBERSHIP ISSUE - CHECK REFUND	44.00
07/10/2025	HERO PLUMBING, HEATING, AND COOLING	GRANT DISTRIBUTION TO CONTRACTOR FOR I/I REPAIR	5,000.00
07/10/2025	LMCIT	CLAIM 465483	249.46
07/10/2025	LMCIT	CLAIM 515401	254.72

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/10/2025	LMCIT	CLAIM 514051	1,072.49
07/10/2025	LUCIS LUIS CARDONA	SUMMER CONCEET SERIES JULY LOS REBELDES	800.00
07/10/2025	LUMEN	BD Payment Refund	165.00
07/10/2025	MARTIN MARIETTA MATERIALS, INC	ASPHALT FOR WATER BREAK 5TH ST NW / ASPHALT FOR MANHOLE	324.23
07/10/2025	MARTIN MARIETTA MATERIALS, INC	ASPHALT FOR WATER BREAK 5TH ST NW / ASPHALT FOR MANHOLE	932.06
			1,256.29
07/10/2025	MELINDA JOY COLEMAN	LEADINGNB STRENGTHS TRAINING	2,300.00
07/10/2025	MINNESOTA OCCUPATIONAL HEALTH	PRE-EMPLOYMENT TESTING & DRUG SCREEN	325.00
07/10/2025	PILACZYNSKI, TERESE	REOCCURRING MEMBERSHIP ERROR - CONVERTING CREDIT ON ACCOUNT TO REFUND CHECK	24.00
07/10/2025	ROADKILL ANIMAL CONTROL	JUNE ROADKILL PICK UP	129.00
07/10/2025	ROBERT E SCOGGIN JR	PARK DISCOVERY MUSIC PERFORMANCE-RISE	500.00
07/10/2025	SIMON, SANDY	REOCCURRING MEMBERSHIP ISSUE - CONVERTING CREDIT TO CHECK REFUND	22.00
07/10/2025	ST PAUL, CITY OF	PATCHING LAKEVIEW POINT	301.96
07/10/2025	VANG, ROSAMUND	ESCROW RETURN	2,000.00
	TOTAL PAYMENTS		\$ 2,284,903.13



Agenda Section:	Consent Agenda
Report Date:	05/27/2025
Meeting Date:	July 22, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of City Council Minutes
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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:	
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Recommendations:	
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Applicable Deadlines:	
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Community Impact:	
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Legislative History:	
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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
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COUNCIL PROCEEDINGS THE CITY OF NEW BRIGHTON

Pursuant to notice thereof, a regular meeting of the New Brighton City Council was held Tuesday, July 8, 2025 at 6:30 pm in the New Brighton Council Chambers.

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

Absent:

Also Present: Devin Massopust-City Manager, Sarah Sonsalla-City Attorney (attending remotely)

Call to Order

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

Pledge of Allegiance

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

Public Comment Forum

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

Approval of Agenda

Approval of the July 8, 2025 Council Agenda.

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

5 Ayes, 0 Nays-Motion Carried

Special Order of Business

1. Tibetan Compassion Day Proclamation.

Mayor Niedfeldt-Thomas read a proclamation in full for the record declaring Sunday, July 6, 2025 to be Tibetan Compassion Day in the City of New Brighton. A round of applause was offered by all in attendance. Tenzin Gawa, President of the Tibetan Foundation of Minnesota, thanked the Council for this proclamation and for allowing her to speak. She commented further on the 14th Dalai Lama and the challenges that were facing the people of Tibet. She reported Minnesota had the second largest Tibetan population in the United States. She explained July 6 marks the celebration of the Dalai Lama's 90th birthday. She commented further on how the Dalai Lama preaches love and compassion throughout the world, along with non-violence and peaceful reform. She stated one of the strongest partners to the Tibetan community has been the United States. She then discussed the landmark legislation that was passed by Joe Biden called the Promoting Resolution to the Tibet China Dispute Act, which was signed into law on July 12, 2024. She commented on how it was important for the Tibetan people to maintain their own culture, religion and linguistic heritage. She explained the Tibetan people were facing political oppression from China and the Tibetan people were seeking support for freedom of expression and civic engagement. She explained she greatly appreciated how she could honor her heritage and could speak freely about the Dalai Lama in the United States. She then presented

Call to Order

Pledge of Allegiance

Public Comment Forum

Approval of Agenda

Approval of the July 8, 2025 Agenda.

Special Order of Business

1. Tibetan Compassion Day Proclamation.

the Mayor and City Councilmembers each with a scarf and leadership book written by the Dalai Lama. A round of applause was offered by all in attendance.

2. Proclamation Recognizing Eagle Scout Finn Peterson.

2. Proclamation Recognizing Eagle Scout Finn Peterson.

Mayor Niedfeldt-Thomas read a proclamation in full for the record recognizing Eagle Scout Finn Peterson and thanking him for his dedicated service to the City of New Brighton. A round of applause was offered by all in attendance.

Finn Peterson thanked the Council for honoring him. He explained he really enjoyed scouting and how it has allowed him to interact with other youth in the community. He reported his Eagle Scout project was completed because the tennis courts in the community matter to him.

Consent Agenda

Consent Agenda

1. Consider Approval of Payments.
2. Approve City Council Minutes:
 - a. June 24, 2025 City Council Meeting Minutes.
 - b. June 24, 2025 Worksession Meeting Minutes.
3. Accept Receipt of Commission Minutes:
 - a. May 12, 2025 Public Safety Commission Meeting 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.

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

5 Ayes, 0 Nays - Motion Carried

Public Hearing

Public Hearing

None.

Council Business

Council Business

None.

Commission Liaison Reports, Announcements and Updates**Commission Liaison
Reports, Announcements
and Updates****Devin Massopust**

City Manager Massopust reported on Tuesday, July 29 at 5:00 p.m. a Splash Dash and Mobile City Hall would be held at Lions Park.

Graeme Allen

Councilmember Allen reported the Park and Recreation Commission did not meet in July. He noted this group would meet next on Wednesday, July 6. He thanked the Tibetan community for choosing New Brighton and for being involved in the community.

Jeanne Frischman

Councilmember Frischman reported the Public Safety Commission would meet next on Monday, July 14.

Mayor Niedfeldt-Thomas

Mayor Niedfeldt-Thomas reported she recently attended the League of Minnesota Cities Annual Conference and commented on the awards that were presented at this event. She stated the next farmers market would be held on Wednesday, July 9. She noted the next summer concert series event would be held on Thursday, July 10 at 6:00 p.m. in Veterans Park. She commented the Council would be participating in policy committees this summer for Metro Cities and the League of Minnesota Cities. She encouraged the public to participate in Parks Discovery Days this summer, noting information regarding these events was available on the City's website. She indicated Stockyard Days would be held on August 8-10. She reported the City Council would meet next on Tuesday, July 22.

Adjournment

Mayor Niedfeldt-Thomas adjourned the meeting at 7:04 p.m.

Adjournment

The meeting adjourned at 7:04 p.m.

Kari Niedfeldt-Thomas, Mayor

ATTEST:

Terri Spangrud, City Clerk



Council Worksession
July 8, 2025
5:00 pm

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

Absent:

Staff in Attendance: Devin Massopust, Tony Paetznick, Craig Schlichting

Guests in Attendance:

Parking Ordinance Discussion

Massopust stated the Public Safety Commission was tasked with reviewing and suggesting changes to the City's current parking ordinances. Staff recommended the Council receive a presentation from Public Safety and Department of Community Assets and Development (DCAD) and discuss potential changes to the City's existing parking regulations.

Paetznick reported the City approaches on street parking with DCAD. He provided background information noting parking regulations have been in place since 1966. He described the City's parking restrictions, noting no parking after snowfalls or overnight parking was allowed on City streets. In addition, large vehicles were not allowed to park on-street. He indicated the areas of most concern from the Public Safety Commission had to do with neighborhood on-street/overnight parking and on-street parking adjacent to multi-family dwelling or rental properties. The Public Safety Department's general approach for parking enforcement was discussed with the Council. Historical parking citation numbers were reviewed with the Council. He explained the Public Safety Commission questioned if it was the best use of officers' time to be handing out parking citations. Lastly, he noted the Public Safety Commission supported modernizing the time-limit parking by eliminating the nighttime and daytime maximums and did not support any kind of permitting process for parking.

Mayor Niedfeldt-Thomas asked when this matter was last discussed. Paetznick reported the parking ordinance was last discussed in 2012 by the Public Safety Commission and this group recommended no changes be made at that time.

Councilmember Steffenhagen questioned why the number of large vehicle citations was on the rise. Paetznick reported this ordinance went into effect in 2021 and his officers were working to bring about awareness as to this new parking requirement in the community.

Mayor Niedfeldt-Thomas inquired if only large cities (Minneapolis and St. Paul) posted their parking requirements on every street. Paetznick stated this may be the case and noted bigger cities also had signs posted for snow emergencies.

Councilmember Dunsworth explained Minneapolis and St. Paul also required residents to apply for parking permits for residential areas.

Schlichting commented on how pros and cons of making changes to the parking ordinance, noting the existing parking policy was 50+ years old. He stated with cars parked in the street, sight lines would be reduced, and in addition there would be less space for pedestrians and bikers. He discussed how the living streets and climate action plans impacted parking allowances, noting less pavement makes the community more green. The non-compliance areas within the community were reviewed with the Council.

Councilmember Allen stated parking has been an issue in his neighborhood and he hears a lot from residents. He explained the large vehicle storage issue was a separate issue for him. He noted he appreciated the improvements the City has made in this area. He discussed how parking was a concern around the mobile home park community near his home. He indicated most people that are receiving tickets live in apartments. He explained he appreciated the fact the City's parking fees were low. He reported he liked a lot of the recommendations that were made by the Public Safety Commission, which would eliminate the 30-minute day time and six-hour nighttime provisions. He stated he would be interested in looking at on-street parking exemptions around the apartment complexes or congregate living areas in the community if the Public Safety Department deemed this would be safe. He indicated he could support formalizing or requiring rental owners being more proactive in notifying residents of the City's parking regulations on a yearly basis. He recommended if the City were to move forward with changes, that the living streets plan be suspended for the streets that would be impacted. He stated he would like to have public safety enforcing less regulations when it comes to parking, while also addressing some of the bigger issues when it comes to parking.

Mayor Niedfeldt-Thomas questioned how much time officers and staff members were spending addressing parking issues in the community. Paetznick explained he was uncertain what the amount of time was but discussed all the departments that worked on parking complaints and citations.

Mayor Niedfeldt-Thomas commented on how public safety was not always able to quickly respond to cars parked on the street because officers were responding to more critical police calls. She asked if a better model for managing parking concerns was to have a public safety individual assigned strictly to parking. Paetznick indicated staff has discussed installing parking meters near the splash pad. He discussed how creating more restrictions would create increased staff time for enforcement. Massopust reported the fees collected for parking citations were quite low, which would make it difficult to cover a full-time staff member if one was assigned strictly to parking matters.

Mayor Niedfeldt-Thomas questioned what would happen if the State legislation were to remove a city's ability to control on-street parking. She commented on how this type of legislation would directly conflict with the City's living streets plan.

Councilmember Dunsworth indicated she was not worried about this because the legislation was not in place. She explained the living streets plan may have to be modified at some point in the future.

Councilmember Allen reported if the State were to change the law next year, only two streets in New Brighton would have been narrowed. He stated if the streets were narrowed, they could always be widened in the future, if this did become a concern.

Mayor Niedfeldt-Thomas suggested the parking ordinance focus on allowances versus restrictions. She supported the City Hall parking lot, or perhaps other local businesses, being used for overflow parking with advanced permission.

Councilmember Dunsworth stated she supported the City having the most uniform ordinance in place so as not to invite in misinterpretation and to also bring about the most compliance. She indicated she could support eliminating the 30-minute daytime requirement. She noted she also liked the two-inch snow requirement. In addition, she supported the City having a clear and uniform parking ordinance in place for enforcement purposes.

Councilmember Steffenhagen indicated if the parking ordinance were altered to allow for on-street overnight parking, the City would no longer have a mechanism in place to address on-street parking concerns. He asked if the City was proposing changes to an ordinance when problems don't currently exist.

Mayor Niedfeldt-Thomas explained the State legislature was having discussions surrounding the fact that parking ordinances are anti-equity.

Councilmember Steffenhagen stated this may be the case and noted if changes were made to allow for on-street parking, the City Council would have to revisit the living streets plan.

Councilmember Allen commented he would be interested in taking a further look at the parking problem areas in the City to understand why issues were occurring and if signage could assist with addressing the concerns.

Councilmember Dunsworth indicated she was struggling with how changes would impact the community. She stated she would be interested in seeing what an amended ordinance would look like.

Worksession adjourned at 6:23 pm

Respectfully submitted,

Terri Spangrud
City Clerk



MINUTES
Public Safety Commission
June 9, 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 Kena Abdissa, Liza Allen, Kevin Dostal Dauer, Tom Harkins, Mark Jansen and Adam Stout.

Members Absent: Commissioners Duncan Potter and Roberto Valdizan.

Also Present: Director Tony Paetznick and Council Member Jeanne Frischman.

III. Approval of Agenda

Motion by Allen, seconded by Harkins to approve the June 9, 2025 agenda as presented. Motion carried 6-0.

IV. Approval of Minutes

Motion by Dostal Dauer, seconded by Stout to approve the May 12, 2025 minutes as presented. Motion carried 6-0.

V. Presentations and Business Items

A. Park Ordinances Presentation

Director Paetznick provided the Commission with a presentation on the City's parking ordinances. He explained there seemed to be interest in addressing the time limit parking restrictions in the City. He reviewed the current parking restrictions, noting these requirements have been in place since 1966. He reported the parking after snowfall requirements would remain in place. He believed people were generally good about moving their vehicles during snow events. He commented on the number of citations that have been issued for parking and noted most of the complaints came from areas surrounding multi-family housing. Staff reviewed the motorization trends in Minnesota, and it was noted there were twice as many cars registered in the State now than in the 1980's. He provided the Commission with further information on the City's living streets plan.

Discussion included:

- The Commission asked if the parking ordinances were in line with the neighboring communities. Director Paetznick reviewed the trends in neighboring communities noting many communities have limited time parking.
- The Commission questioned how citations were issued. Director Paetznick commented on how his officers work proactively to educate the public but explained generally citations are complaint based.
- The Commission inquired if a 72-hour parking rule could be put in place noting this was the standard in Golden Valley. Director Paetznick indicated he would speak to officials at Golden Valley to better understand how this standard works.
- The Commission asked if the department was having trouble with parked cars in the community that people were living in. Director Paetznick stated the department was aware of this issue, but his officers do not have a lot of encounters with these individuals and if contact is made, his officers would try to connect these individuals to resources.
- The Commission discussed how important time limited parking was surrounding Irondale High School and the City's parks.
- Councilmember Frischman suggested the City consider its messaging with multi-family residential properties to improve relations and educate the residents on the City's parking requirements.
- The Commission supported the Council updating the outdated time limit parking requirements.
- The Commission asked how street widths and one-sided street parking requirements were determined. Director Paetznick indicated this was determined by engineering staff.
- Director Paetznick provided further information on how "No Parking" signs were considered and approved by the City.
- The Commission recommended the new parking requirements be kept simple.

VI. Reports and Updates

Councilmember Frischman provided the Commission with an update from the City Council. She explained that the Council recently addressed a rental property that and took action to revoke their short-term rental license. She was happy to report that this home was now on the market. She explained the Council was beginning its discussions on the 2026 budget and noted at the upcoming worksession meeting the license plate reader cameras would be discussed. She indicated the first concert in the park would be held at Veterans Park on Thursday, June 12.

Director Paetznick reported the City received \$25,000 from the State to assist with the purchase of the ALPR cameras from Flock Safety. He indicated he was proposing the City purchase nine cameras. He stated he was excited to have the shared data for his officers that would be generated by this new system.

The Commission supported the City Council moving forward with the purchase of the ALPR cameras.

Director Paetznick explained the farmers market was held last Wednesday and the Public Safety Department was present. He noted Jeremy Berger was hired as the City's full time Fire Marshal. He reported that the SRO's had another successful year in the schools. He noted the department

was currently training three new officers and several others were finishing up their schooling. He encouraged residents to drive with care and caution this summer as there would be extra patrols on the roadways. He indicated Safety Camp would be held on Thursday, June 26. He stated National Night Out would be held on Tuesday, August 5. He stated Friday, August 1 would be the Public Safety Department's 25th Anniversary.

VII. Adjournment

Motion by Allen, seconded by Stout to adjourn the meeting at 7:51 p.m. Motion carried 6-0.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Anthony S. Paetznick". The signature is fluid and cursive, with the first name "Anthony" and last name "Paetznick" clearly distinguishable.

Tony Paetznick
Director of Public Safety

Agenda Section:	Consent Agenda
Report Date:	07/07/2025
Meeting Date:	July 22, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of ePlanSoft Quote

Action Requested:

Public Hearing:	<u>Motion: X</u>
Discussion:	Informational:

Form of Action:

Resolution:	Ordinance:
<u>Contract/Agreement: X</u>	N/A or Other:

Votes Needed:

<u>3 Votes:</u>	4 Votes:
5 Votes:	N/A: X

Summary Statement:

The City's existing plan review software (Bluebeam) no longer integrates with BS&A's Building Department software. ePlanSoft is the recommended partner from BS&A. Integration is required for efficient workflow and record management.

Recommendations:

Approve the ePlanSoft Quote

Applicable Deadlines:

Approval at this meeting is needed to implement the software concurrently with the August 2025 BS&A update and avoid workflow disruptions.

Community Impact:	The loss of integration between Bluebeam and BS&A's Building Department software has disrupted the City's digital plan review and permitting workflow. This impacts staff efficiency, increases manual processing time, and creates potential delays in issuing building permits and completing inspections. It also compromises the City's ability to maintain accurate and centralized digital records, increasing the risk of errors, lost documents, and audit challenges. ePlanSoft, the recommended integration partner for BS&A, would restore automated workflow and ensure consistent, secure record management. Without this solution, staff must rely on inefficient workarounds that reduce service capacity and delay response times to residents and developers. Timely implementation of ePlanSoft as a replacement system will ensure continuity of service, avoid further disruption, and restore full functionality to the City's electronic plan review process.
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Legislative History:	There is no legislative history for this item as previous software purchases for Bluebeam have not been a significant enough dollar amount to require Council approval.
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Strategic Priority:	Financial Sustainability	<u>Staff Capabilities X</u>
	Economic Development	Community Engagement & Belonging
	<u>City Assets X</u>	N/A

Fiscal Impact:	Financial Impact: Is there a financial consideration?		No	Yes: \$ 28,013.5
	Financing Sources:	Budgeted	Budget Modification	
	New Revenue	Use of Reserves	<u>Other X</u>	
	This project will use funding from the DCAD budget (GL 101-5151-43515).			

Attachments:	BS&A quote, ePlanSoft quote
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Change Request

BS&A Software, LLC | bsasoftware.com | 855 BSASOFT

Customer: City of New Brighton, Ramsey County MN

Prepared By: Erin Martin

Quote #	Q-01516	Date	05/05/2025
		Valid Until Date	09/02/2025

Changed Deliverable	Net Change in Cost
Add ePlanSoft Integration	\$1,575.00
Add Project Management and Discovery	\$3,975.00
Add Setup, Implementation and Training Estimated 4 days @ \$1,325/day <i>The required amount of setup, implementation and training will be determined upon completion of discovery.</i>	\$5,300.00
Total Net Changes	\$10,850.00

Estimated Travel Expenses are not outlined in this proposal. The final invoice will reflect actual expenses following the completion of all training activities based on the Federal Guidelines described below.

\$160/\$185/\$225 per day hotel, varies by state

\$90 per day car rental

\$70 per day meals

\$730 per trip airfare/related expenses

\$0.70/mile round trip for drive distance

BS&A Software, LLC

By: _____

Name: _____

Title: _____

Date: _____

Customer

By: _____

Name: _____

Title: _____

Date: _____

**City of New Brighton, MN**

803 Old Hwy 8 NW
New Brighton, MN 55112

Nick Kriz

nick.kriz@newbrightonmn.gov
651-638-2100

Quote created: April 30, 2025

Quote expires: June 29, 2025

Quote created by: Scott Gartner

Account Executive

sgartner@eplansoft.com

+17856331784

BS&A Integration costs are separate; for cost, contact your BS&A representative.

Products & Services

Item & Description	Quantity	Unit Price	Discount	Total
e-PlanSoft Implementation Services	153	\$250.00		\$38,250.00
e-PlanSoft e-PlanREVIEW (Full named License)	2	\$1,000.00 / year		\$2,000.00 / year for 1 year
e-PlanSoft Shared (Concurrent) License	1	\$3,000.00 / year		\$3,000.00 / year for 1 year
Annual subtotal				\$5,000.00
One-time subtotal				\$38,250.00
BS&A One Time Referral Discount				(\$26,086.50)
Total				\$17,163.50
Total contract value				\$17,163.50

Questions? Contact me



Scott Gartner
Account Executive
sgartner@eplansoft.com
+17856331784

ePlanSoft
111 Pacifica
Suite 100
Irvine, CA 92618
United States



Agenda Section:	Consent Agenda
Report Date:	07/08/2025
Meeting Date:	July 22, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider a Resolution Accepting a Ramsey County Critical Corridors Grant, and Granting Authorization to Enter Into a Contract with Damon Farber Associates Incorporated to Complete a Small Area Study in the City of New Brighton

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:

In approving this item, Council will authorize staff to accept a Ramsey County critical corridors grant and enter into a professional services agreement with Damon Farber to complete the Envisioning New Brighton Town Center Small Area Plan.

Recommendations:

Approval of the authorization to accept the grant and enter into the professional services agreement.

Applicable Deadlines:	The City has until June 30, 2026, to utilize the \$50,000 grant from Ramsey County to complete the Envisioning New Brighton Town Center small area plan.
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Community Impact:	The Envisioning New Brighton Town Center Small Area Plan will establish a new vision and direction for a portion of the community that has received little planning attention throughout the City's history.
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Legislative History:	-- Authorization to pursue critical corridor funding granted by the Council in February 2025 -- Grant Application approved by Ramsey County in May 2025
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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: \$50,000 in grant funds
	Financing Sources:	Budgeted	Budget Modification	
	New Revenue	Use of Reserves	Other	

Attachments:	Resolution
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RESOLUTION ____
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION ACCEPTING A RAMSEY COUNTY CRITICAL CORRIDORS GRANT,
AND GRANTING AUTHORIZATION TO ENTER INTO A CONTRACT WITH DAMON
FARBER ASSOCIATES INCORPORATED TO COMPLETE A SMALL AREA STUDY IN
THE CITY OF NEW BRIGHTON

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

WHEREAS, the City of New Brighton is in Ramsey County; and

WHEREAS, Ramsey County announced the availability of Planning and Commercial Corridor Funding to support planning and improvements along the most important transportation corridors throughout the County; and

WHEREAS, the City of New Brighton has successfully used these programs in the past to fund the Vision Silver Lake Road 2040 project, the Parking Standards revision project, and the Old Highway 8 Sense of Place Banners project.

WHEREAS the City identified a proposed project to conduct a small area study referred to as *Envisioning New Brighton Town Center* that met program purposes and criteria, and was consistent with Ramsey County goals; and

WHEREAS the City Council of the City of New Brighton authorized staff to pursue a Critical Corridor Grant to fund the small area plan on February 25, 2025; and

WHEREAS the Ramsey County Housing and Redevelopment Authority approved the City's application for a Critical Corridor Grant on May 20, 2025; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of New Brighton hereby accepts the \$50,000 Critical Corridor Grant from Ramsey County, and authorizes the Mayor and City Manager to execute the grant agreement attached as Exhibit A; and

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

Adopted this 22nd 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

Exhibit A:
Ramsey County Grant Agreement
(16 pages)

**RAMSEY COUNTY
HOUSING AND REDEVELOPMENT AUTHORITY**

**CRITICAL CORRIDORS
PLANNING GRANT AGREEMENT**

THIS GRANT AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2025 and is by and between the Ramsey County Housing and Redevelopment Authority, a political subdivision of the State of Minnesota (“Authority”), and the City of New Brighton, a Minnesota municipal corporation (“Grantee”).

RECITALS

- A. Authority was created pursuant to Minnesota Statutes §§ 469.001 to 469.017, as amended, and was authorized to transact business and exercise its powers by a resolution of the Ramsey County Board of Commissioners (“County”).
- B. Pursuant to Minnesota Statutes §§ 469.003, subd. 6, Authority levied a special benefit tax throughout its area of operation and, in order to fulfill the purposes for the levy of some of those levy funds, Authority established the Critical Corridors – Planning Program (“Program”). The purpose of the Program is to improve the tax base and quality of life in Ramsey County by assisting local communities in preparing for equitable redevelopment and public realm improvements along transit, economic, and cultural corridors; to facilitate pedestrian, bicycle, and transit access to connect residents to housing, jobs and destinations while furthering environmental, public health, racial equity, and economic prosperity goals; and to encourage the development and preservation of affordable housing and prevent and eliminate blight.
- C. The Program accomplishes these objectives by providing funding to grantees for land use plans including small area plans, corridor plans, and station area plans; redevelopment feasibility studies or concept plans; market analyses; infrastructure planning and conceptual designs; land use and/or zoning studies; or equitable development policy and/or plan development (“Program Activities”).
- D. The Program Activities are all activities that Authority could undertake directly pursuant to Minnesota Statutes §§ 469.001 to 469.047.
- E. Grantee seeks to invest in completing the “Envisioning the Town Center” small area plan (the “Project”), which will result in the removal, prevention, and reduction of causes of blight.
- F. Grantee has submitted an application (“Application”) to fund certain Program Activities that will occur in Ramsey County, in the City of New Brighton, which is within the area described in **Exhibit A** (“Project Area”). The Application, which is on file with Authority, further describes the Project and its proposed Program Activities, which are enumerated in **Exhibit B** (“Project Activities”).

- G. Authority has determined that the Project and the Project Activities meet the overall purpose and goals of the Program; will positively contribute to and further such purpose and goals; and is in the best interests of Authority and the community.
- H. Authority has determined that Grantee has the necessary expertise, skill, and ability to successfully complete the Project Activities and the Project as a whole.
- I. The City of New Brighton, a municipality of Ramsey County, has by majority vote, approved the Project Activities by Resolution.
- J. Authority agrees to provide a Grant in the amount of Fifty Thousand and no/100 Dollars (\$50,000.00) (“Funds”) to Grantee pursuant to the Program and Authority’s Resolution No. H2025-010.

NOW THEREFORE, in order to induce Authority to make the Grant to Grantee, and in consideration of the mutual covenants and agreement contained in this Agreement, Authority and Grantee agree as follows:

ARTICLE 1 TERMS OF GRANT

Section 1.01 Grant Amount. Authority agrees to provide this Grant to Grantee in the amount of not to exceed Fifty Thousand Dollars and no/100 Dollars (\$50,000.00) upon the terms and conditions and for the purposes set forth in this Agreement. The Grant constitutes a grant of funds and no portion of the Grant is to be repaid by Grantee to Authority unless mutually agreed to by all parties as part of this Agreement or an Event of Default (as defined below) occurs.

Section 1.02 Documents Delivered with Agreement. Prior to, or contemporaneously with the execution of this Agreement, Grantee has delivered to Authority the following documents and/or instruments, each of which will be in a form acceptable to Authority.

- A. Evidence of the insurance coverages required by this Agreement in a form acceptable to Authority, to be submitted on an annual basis on the anniversary date of this Agreement.
- B. Certificate of an authorized member of Grantee with Resolution of Grantee authorizing the execution and delivery of this Agreement and any other documents described in this Agreement.
- C. The Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions as set forth in **Exhibit C**.

Section 1.03 Use of Funds. Grantee agrees to use the Funds solely for the purposes and activities described in the Project Activities. The Grant shall not be used for (a) costs in the Project Activities that are not labeled as eligible Program Activities, or (b) administration expenses (each an “Ineligible Activity”). Labor costs are only eligible to be covered if the labor is done by a third-

party who has no financial interest in the Project, as defined herein, other than the value of such work.

Section 1.04 Grant Term. The Project Activities shall be completed in a timely manner and all Grant funds will be expended no later than **June 30, 2026** (“End Date”).

Section 1.05 Disbursement of Funds.

- A. Authority will disburse Funds in response to written reimbursement requests (“Reimbursement Requests”) submitted to Authority by Grantee upon forms provided by Authority and accompanied by copies of bills and invoices from third parties for which Grantee seeks reimbursement. Subject to verification of the facts contained in each Reimbursement Request and a determination of compliance with the terms of this Agreement, Authority will disburse the requested amount to Grantee within thirty-five (35) days after receipt of each Reimbursement Request.
- B. The following are events and conditions precedent to the disbursement of the Funds:
 - 1. Grantee shall have executed this Agreement and shall have delivered such executed copies to Authority on or prior to the date hereof, without expense to Authority;
 - 2. No Event of Default under this Agreement shall have occurred and be continuing, unless waived in writing by Authority in its sole discretion;
 - 3. As applicable with respect to each disbursement, Grantee shall have received or Authority shall have determined that Grantee will receive within a reasonable timeframe, all necessary rezoning, variances, conditional use permits, building permits and other permits, and subdivision, site plan and other approvals needed to permit the construction for which Funds are requested.

Section 1.06 Unused Funds. Upon the earlier of (a) the completion of the Project Activities; (b) the End Date; or (c) the termination of this Agreement, any Funds not previously disbursed for any reason, shall not be bound by the terms of this Agreement and may be retained by Authority, at Authority’s sole discretion.

Section 1.07 Business Subsidy. The parties hereto agree and acknowledge that the Grant does not constitute a business subsidy under Minnesota Statutes §§ 116J.993 to 116J.994, as amended, because the assistance is less than \$150,000.

Section 1.08 Prevailing Wage. The Project will conform with the labor laws of the State of Minnesota, and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota including the Ramsey County Prevailing Wage Ordinance No. 2013-329. The minimum wage rate per hour to be paid for each classification of work shall be the union wage rate in the locality of the Project for those classifications over which the unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which the unions

do not have jurisdiction. Failure to comply with these requirements may result in civil or criminal penalties.

ARTICLE 2 INSURANCE AND INDEMNIFICATION

Section 2.01 Insurance. Grantee will purchase and maintain such insurance as will protect it from claims which may arise out of, or result from, its operations related to this Agreement, whether such operations be by Grantee, or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts any one of them may be liable. Certificates of Insurance shall be issued evidencing such coverage to Authority throughout the term of this Agreement.

- A. Commercial General Liability Insurance. The policy will be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability. Grantee is required to add Authority, Ramsey County, their officials, employees, volunteers and agents as Additional Insured to Grantee's Commercial General Liability and Umbrella policies with respect to liabilities caused in whole or part by Grantee's acts or omissions, or the acts or omissions of those acting on Grantee's behalf in the performance of the ongoing operations, services and completed operations of Grantee under this Agreement. The coverage provided shall be primary and non-contributory, and in the following amounts:

\$ 500,000 per claim
\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$2,000,000 products/completed operations total limit
\$1,500,000 personal injury and advertising liability

- B. Automobile Insurance. Coverage shall be provided for hired, non-owned and owned auto with minimum limits of \$1,000,000 combined single limit.
- C. Workers' Compensation and Employers' Liability. Workers' Compensation as required by Minnesota Statutes.
- D. Grantee shall provide Authority with prior notice of any lapse in the insurance required under this Agreement including cancellation, and/or non-renewal or material change in coverage. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of Grantee to purchase and maintain additional coverages as it may deem necessary in connection with this Agreement. Certificate of Insurance must demonstrate that the policy is issued pursuant to these requirements. Copies of insurance policies shall be submitted to Authority upon request. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

- E. Nothing in this Agreement shall constitute a waiver by Authority or Ramsey County of any statutory or common law immunities, limits, or exceptions on liability.

Section 2.02 Hold Harmless and Indemnification.

- A. Grantee agrees that it is financially responsible (liable) for any audit exception which occurs due to its negligence or failure to comply with the terms of this Grant Agreement.
- B. Grantee and Authority mutually agree to hold harmless and defend each other, their officials, officers, employees, agents, representatives, customers, or invitees against any and all claims, lawsuits, damages, or lawsuits for damages arising from or allegedly arising from or related to the project, including but not limited to Grantee's or Authority's acts, failure to act, or failure to perform its obligations hereunder. Grantee and Authority further agree to pay the costs of and/or reimburse each other, their officials, officers, employees, agents, representatives, customers, or invitees for any and all liability, costs, and expenses (including without limitation reasonable attorney's fees and costs) incurred in connection with such acts or failures. Each party is required to promptly notify the other of any claim made for any such damage or loss and afford that party and its counsel the opportunity to contest, compromise, or settle such claim.
- C. Nothing in this Grant Agreement will constitute a waiver by Grantee or Authority of any statutory limits or exceptions on liability.

**ARTICLE 3
GRANTEE REPRESENTATIONS AND WARRANTIES**

Section 3.01 Grantee represents and warrants to Authority that:

- A. It is a municipal corporation duly organized and in good standing under applicable laws of the State of Minnesota and that it has legal authority to execute, deliver, and perform its obligations under this Agreement. Grantee further represents and warrants that executing this Agreement will not violate any provisions of Grantee's organizational documents, the laws of the State of Minnesota or the United States of America, or cause a breach or default of any other agreement to which Grantee is a party.
- B. The execution and delivery of this Agreement, and the performance by Grantee of its obligations hereunder, do not and will not violate or conflict with any provision of law and do not and will not violate or conflict with, or cause any default or event of default to occur under any agreement binding upon Grantee.
- C. Grantee warrants that it has fully complied with all applicable state and federal laws pertaining to its business and will continue to comply throughout the terms of this Agreement. If at any time Grantee receives notice of noncompliance from any governmental entity, Grantee agrees to take any necessary action to comply with the state or federal law in question.

- D. Grantee will obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met for the completion of the Projects and operation of the Property.

Section 3.02 Acknowledgements. Grantee represents and warrants that it shall acknowledge the assistance provided by the Ramsey County Housing and Redevelopment Authority in promotional materials, press releases, reports and publications relating to the Project Activities that are funded in whole or in part with the Funds.

Section 3.03 Assignment. Grantee shall not cause or permit any voluntary transfer, assignment, or other conveyance of this Agreement without the written consent of Authority. Any non-approved transfer, assignment or conveyance shall be void.

Section 3.04 Anti-Displacement and Relocation. Grantee shall take all reasonable steps to minimize displacement of persons and businesses as necessary for implementation of the Project Activities. Grantee shall conduct all property acquisitions in its name, or in the name of another eligible organization acceptable to Authority, which shall hold title to all real property acquired. Grantee shall prepare all notices, appraisals, and documentation required in conducting acquisition under the latest applicable state or federal regulations, as applicable, and provide all relocation notices, counseling, and services. Grantee also agrees to comply with all applicable ordinances, resolutions and policies concerning the displacement of persons from their residences or businesses. In the event that it is determined that any individual or business is entitled to relocation assistance as a result of acquisition, rehabilitation, demolition or conversion of property related to the Project Activities, Grantee will be solely responsible for all such expenses. In the event of litigation regarding entitlement to relocation expenses or other assistance, Grantee will be solely responsible for the cost of such litigation.

ARTICLE 4 DEFAULT AND REMEDIES

Section 4.01 Event of Default. Any and all of the following events shall constitute an “Event of Default” under this Agreement:

- A. Grantee uses any portion of the Grant proceeds for purposes other than specified in this Agreement.
- B. Grantee fails to comply with any of the terms, conditions, requirements, representations, warranties or provisions contained in its Application, this Agreement or any other Authority document.
- C. Any of the information, documentation or representations that Grantee supplied to Authority in its Application, this Agreement or any other Authority document to induce Authority to make the Grant is determined to be false, untrue, or misleading in any material manner.

Section 4.02 Remedies. Upon the occurrence of an Event of Default, Authority may immediately, without notice to Grantee, suspend its performance under this Agreement. After providing thirty (30) days written notice to Grantee of an Event of Default, but only if the alleged Event of Default has not been fully cured within said thirty (30) days by Grantee, Authority may: (a) refrain from disbursing any further Funds; (b) demand that any amount of Funds already disbursed to Grantee be immediately returned to Authority, and upon such demand, Grantee shall immediately return such proceeds to Authority; (c) terminate this Agreement by written notice; and (d) pursue whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to collect all costs (including reasonable attorneys' fees) and any amounts due under this Agreement or to enforce the performance and observance of any obligation, agreement, or covenant hereof.

Section 4.03 Authority's Costs of Enforcement of Agreement. If an Event of Default has occurred as provided herein, then upon demand by Authority, Grantee shall pay or reimburse Authority for all expenses, including all attorneys' fees and expenses incurred by Authority in connection with the enforcement of this Agreement, or in connection with the protection or enforcement of the interests of Authority in any litigation or in any action or proceeding relating in any way to the transactions contemplated by this Agreement.

Section 4.04 No Remedy Exclusive. No remedy herein conferred upon or reserved to Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Authority to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as provided in Section 4.02.

Section 4.05 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by Grantee and thereafter waived by Authority, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE 5

ACCOUNTING, AUDIT AND REPORTING REQUIREMENTS

Section 5.01 Accounting and Records. Grantee agrees to establish and maintain complete, accurate and detailed accounts and records relating to the receipt and expenditure of all Funds received under this Agreement. Such accounts and records shall be kept and maintained by Grantee for a period of six (6) years following the termination of this Agreement. Accounting methods shall be in accordance with generally accepted accounting principles.

Section 5.02 Audits. The accounts and records of Grantee described in Section 5.01 shall be audited in the same manner as all other accounts and records of Grantee and may, for a period of six (6) years following the termination of this Agreement, be inspected on Grantee's premises

by Authority or individuals or organizations designated by Authority, upon reasonable notice thereof to Grantee. The books, records, documents and accounting procedures relevant to this Agreement are subject to examination by the State Auditor in accordance with Minnesota law.

Section 5.03 Grantee further agrees that it is financially responsible (liable) for any audit exception which occurs due to its negligence or failure to comply with the terms of the Agreement.

ARTICLE 6 GENERAL PROVISIONS

Section 6.01 Amendments. This Agreement represents the entire agreement between Authority and Grantee on the matters covered herein. No other agreement, statement, or promise made by any party, or by any employee, officer, or agent of any party that is not in writing and signed by all the parties to this Agreement shall be binding. Authority and Grantee may amend this Agreement by mutual agreement and shall be effective only on the execution of written amendments signed by authorized representatives of Authority and Grantee.

Section 6.02 Equal Opportunity and Non-discrimination. Grantee will comply with all federal, state, and local laws prohibiting discrimination on the basis of age, race, creed, color, national origin, sex, gender identity, marital status, disability (including sensory, mental or physical), status with regard to public assistance, sexual orientation, familial status (including minor dependents), or any other basis now or hereafter prohibited by law. Grantee will include in all solicitations for work on the Project, a statement that all qualified applicants will be considered for employment. The words "Equal Opportunity Employer" in advertisements shall constitute compliance with this section. Grantee will not discriminate, or allow any contractor, subcontractor, union or vender engaged in any activity in connection with the Project to discriminate against any employee or applicant for employment in connection with the Project because of age, race, creed, color, national origin, sex, gender identity, marital status, disability (including sensory, mental or physical), status with regard to public assistance, sexual orientation, familial status (including minor dependents), or any other basis now or hereafter prohibited by law, except when there is a bona fide occupational limitation and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

Section 6.03 Conflict of Interest. The members, officers and employees of Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

Section 6.04 Severability. If one or more provisions of this Agreement are found invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions shall not in any way be affected, prejudiced, disturbed or impaired thereby, and all other provisions of this Agreement shall remain in full force.

Section 6.05 Time. Time is of the essence in the performance of the terms and conditions of this Agreement.

Section 6.06 Notices. Any notices required or contemplated under this Agreement will be effective upon the placing of such notice in the United States mails, certified mail, return receipt requested, postage prepaid, and addressed as follows:

To Authority:

Ramsey County Housing and Redevelopment Authority
Office of the County Manager
250 Courthouse
15 West Kellogg Blvd.
St. Paul, MN 55102

With a courtesy copy to:

Ramsey County Attorney's Office, Civil Division
ATTN: HRA Attorney
360 Wabasha Street N., Suite 100
St. Paul, MN 55102-1416

To Grantee:

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

or at such other address that Grantee may, from time to time, designate in writing. Mailed notices shall be deemed duly delivered two (2) business days after the date of mailing.

Section 6.07 Warranty of Legal Capacity. The individuals signing this Agreement on behalf of Grantee and on behalf of Authority represent and warrant on Grantee's and Authority's behalf respectively that the individuals are duly authorized to execute this Agreement on Grantee's and Authority's behalf, respectively and that this Agreement constitutes Grantee's and Authority's valid, binding and enforceable agreements.

Section 6.08 Electronic Signatures; Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Counterparts of this Agreement or any other document or agreement in this transaction, other than those to be recorded in the public records, may be delivered via electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g. www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. The parties intend to be bound by the signatures on each such .pdf or electronic signature document, are aware that the other party will rely on the .pdf or electronic signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement or any other such document based on the form of signature.

Section 6.09 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to choice of law principles. All litigation regarding this Agreement will be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

Section 6.10 Data Practices. All data collected, created, received, maintained or disseminated for any purpose in the course of Grantee's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

Section 6.11 Waste Management. If project activities include demolition, Grantee must submit a waste management plan to Ramsey County Department of Environmental Health.

Section 6.12 Final Report. Grantee agrees to provide Authority a final report, on such form as provided by Authority, prior to the termination of this Agreement.

Section 6.13 Incorporation of Recitals and Exhibits. The Recitals made at the beginning of this Agreement, and the Exhibits that are attached to this Agreement, are true and correct and, by this reference, are incorporated into and made a part of this Agreement.

Section 6.14 Miscellaneous.

- A. All representations, warranties, and covenants contained in this Agreement or made in writing by or on behalf of Grantee in connection with the transactions contemplated by this Agreement will survive the execution and delivery of this Agreement, and the exercise of any rights or remedies by Authority. All statements contained in any certificate or other instrument delivered by or on behalf of Grantee pursuant to such certificate or other instrument, or in connection with the transactions contemplated by this Agreement will constitute representations and warranties by Grantee.
- B. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the parties to this Agreement, except that Grantee's rights under this Agreement are not assignable without the prior written consent of Authority, which will not be unreasonably withheld. Without limiting the discretion otherwise afforded Authority in granting or withholding its consent to such an assignment, the parties agree that such consent may be withheld in regard to any such assignment which Authority finds to be inconsistent with the purposes for which the Funds which are the subject of this Agreement was made.
- C. If any provision of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if the unlawful or unenforceable provisions had never been contained in this Agreement.
- D. It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the

parties or as constituting Grantee as the employee of Authority for any purpose or in any manner whatsoever. Grantee is an independent contractor and neither it, its employees, agents nor representatives are employees of Authority.

[Signature Pages Follow]

**SIGNATURE PAGE TO
RAMSEY COUNTY HRA CRITICAL CORRIDORS
PLANNING GRANT AGREEMENT**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the date and year first written above.

GRANTEE:

By: **CITY OF NEW BRIGHTON**,
a Minnesota municipal corporation

By: _____

Its: _____

**SIGNATURE PAGE TO
RAMSEY COUNTY HRA CRITICAL CORRDORS
PLANNING GRANT AGREEMENT**

**RAMSEY COUNTY HOUSING AND
REDEVELOPMENT AUTHORITY**

By: _____
Ling Becker
Ramsey County Manager

Approval Recommended:

Community and Economic Development

Approved as to Form:

Assistant Ramsey County Attorney

EXHIBIT A

Project Area

The envisioned 170-acre study area lies within multiple critical corridors: 10th St NW to the north, 1st Ave NW to the west, County Road E2 to the south, and Old Hwy 8 and 8th St NW through the center.



NEW BRIGHTON'S ENVISIONING THE TOWN CENTER SMALL AREA PLAN STUDY AREA

Legend

 Proposed Study Area
(Approx 170 Acres)

 Envisioned
Opportunity Area
(Approx 50 acres)

 Critical Corridors

Existing Land Uses

-  Commercial
-  Institutions
-  Multifamily
-  Public Facilities
-  Single Family

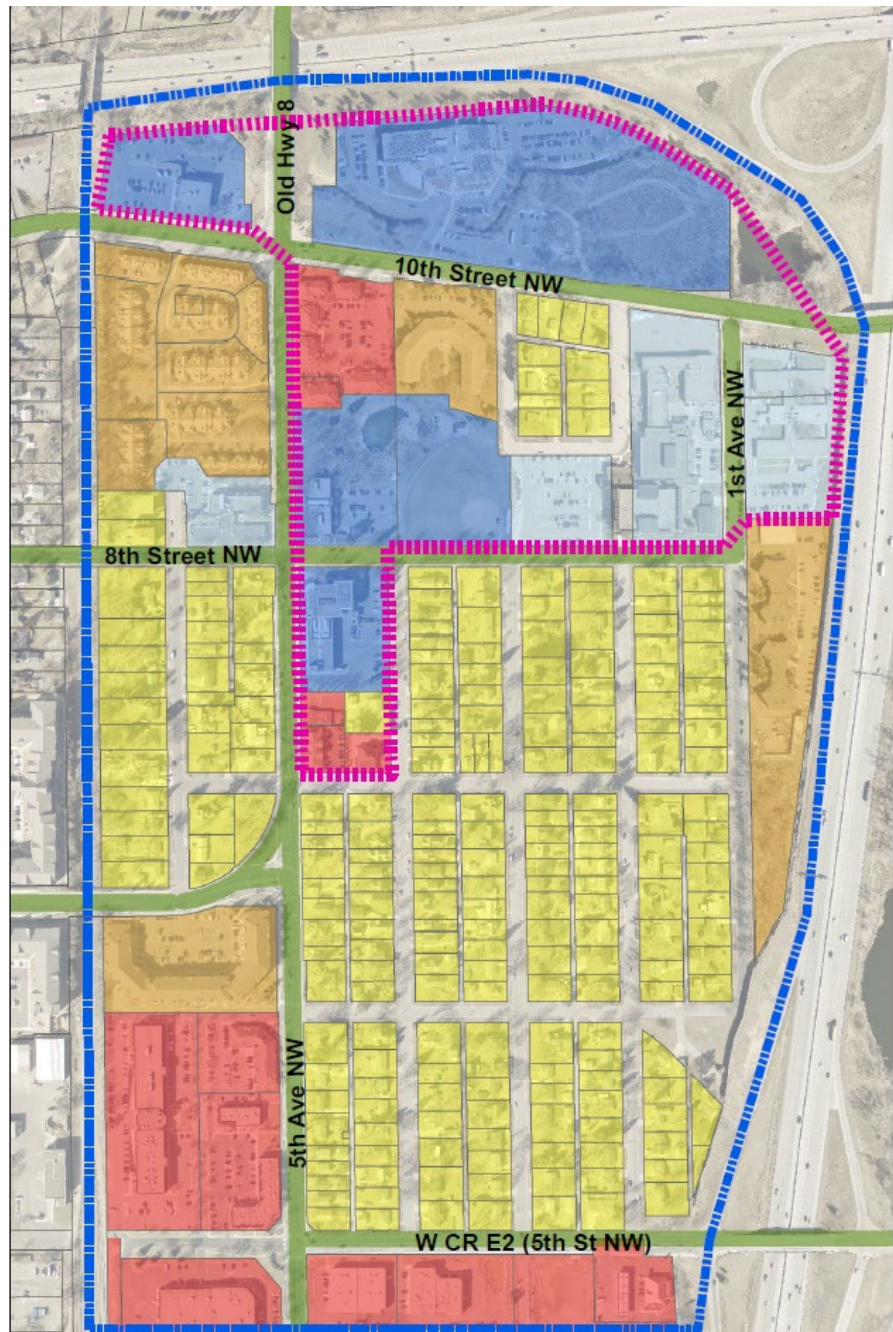


EXHIBIT B

Project Activities

Eligible Project Activities:

- Land use plans: small area plans, corridor plans, station area plans.

as more particularly described in and subject to the eligible activities set forth in the Application.

Ineligible Activities:

- Organization staff time.
- Capital costs and equipment.
- Road-centric planning activities.
- General/routine infrastructure planning such as sewer or water.
- Traffic or parking studies without parking reduction goals.
- Site plans.
- Soft costs (except those listed as eligible activities).

EXHIBIT C

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION -
LOWER TIER COVERED TRANSACTIONS**

As required by the Ramsey County Contract Compliance and Debarment Ordinance, the City of New Brighton, a Minnesota municipal corporation (“Grantee”), certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded, by any Federal department or agency, or the State of Minnesota or Ramsey County, from participation in the transaction made by the Agreement dated evenly with it (“Agreement”) between the Ramsey County Housing and Redevelopment Authority (“Authority”) and Grantee.

As a lower tier participant, Grantee agrees that by submitting this certification, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.

Grantee agrees to provide a list of its contractors hired for the Project to Authority prior to any disbursement of funds under the Agreement and update when needed throughout the Project.

The terms of the Agreement are incorporated into this certification and all capitalized terms in this certification which are defined in the Agreement will have the meanings set forth in the Agreement.

GRANTEE:

CITY OF NEW BRIGHTON,
a Minnesota municipal corporation

By: _____

Its: _____

Dated: _____, 2025.

Exhibit B:

Agreement for Professional Services with Damon Farber

(13 pages)

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (this “Agreement”), made this ____ day of _____, 20____, by and between the City of New Brighton, a Minnesota municipal corporation with its principal office located at: 803 Old Highway 8 NW, New Brighton, Minnesota 55112 (the “City”) and Damon Farber Associates Inc., a Minnesota corporation with its principal office located at: 310 South 4th Avenue, Suite 7050, Minneapolis, MN 55415 (“Contractor”).

I. SERVICES TO BE PROVIDED.

Contractor will provide the City with the services listed on the attached Exhibit A (the “Services”). The Services provided by Contractor under this Agreement shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar services.

II. COST OF PRODUCTS AND SERVICES.

The City shall pay Contractor up to \$50,000 as compensation for the Services set forth in Exhibit A. The Services to be performed under this Agreement shall commence on the date that it is signed by both parties. Contractor shall send the City an invoice for the Services performed at the end of each month. Invoices shall be paid by the City within 10 business days of the first available City Council meeting following receipt of the invoice.

The City shall not be responsible for payment for any additional costs or work performed by Contractor that is not listed on the attached Exhibit A unless it is expressly pre-approved by the City in writing.

III. CITY’S RESPONSIBILITIES.

The City shall provide Contractor with available relevant materials pertaining to the Services/*Envisioning New Brighton Town Center* project to be performed by Contractor.

IV. TERMINATION OF AGREEMENT.

The City may terminate this Agreement at any time for any reason or no reason at all. The parties, by mutual agreement, may terminate this Agreement at any time. In the event of termination, Contractor shall be paid for all services rendered as of the date of termination.

V. WORK PRODUCTS AND OWNERSHIP OF DOCUMENTS.

Any reports, studies, records, information, plans, drawings, or other work products prepared and developed in connection with the provision of services pursuant to this Agreement shall become the property of the City upon delivery to City representatives.

VI. INDEPENDENT CONTRACTOR.

All services provided pursuant to this Agreement shall be provided by Contractor as an independent contractor and not as an employee of the City for any purpose. Any and all officers, employees, subcontractors, and agents of Contractor, or any other person engaged by Contractor in the performance of work or services pursuant to this Agreement, shall not be considered employees of the City. Any and all actions which arise as a consequence of any act or omission on the part of Contractor, its officers, employees, subcontractors, or agents, or other persons engaged by Contractor in the performance of work or services pursuant to this Agreement, shall not be the obligation or responsibility of the City. Contractor, its officers, employees, subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the City's employees, except as otherwise stated herein.

VII. INDEMNIFICATION.

Contractor and any and all officers, employees, subcontractors, and agents of Contractor, or any other person engaged by Contractor in the performance of work or services pursuant to this Agreement, shall indemnify, defend, and hold harmless the City and its officials, employees, contractors and agents from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by Contractor, its officers, employees, subcontractors, and agents, or any other person engaged by Contractor in the performance of services provided by Contractor pursuant to this Agreement. In no event shall the City be liable to Contractor for consequential, incidental, indirect, special, or punitive damages.

VIII. INSURANCE.

Contractor agrees to maintain, at its expense, statutory workers' compensation insurance coverage. Contractor also agrees to maintain, at its expense, general commercial liability insurance coverage insuring Contractor against claims for bodily injury, death, or property damage arising out of Contractor's general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,500,000. Upon request of the City, Contractor shall provide the City with certificates of insurance, showing evidence of the required coverage. Contractor shall name the City as an additional insured on its general commercial general liability insurance policy.

IX. MISCELLANEOUS PROVISIONS.

A. Entire Agreement.

This Agreement shall constitute the entire agreement between the City and Contractor and supersedes any other written or oral agreements between the City and Contractor. This Agreement can only be modified in writing signed by the City and Contractor.

B. Data Practices Act Compliance.

Data provided, produced or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Contractor will immediately report to the City any requests from third parties for information relating to this Agreement. Contractor agrees to promptly respond to inquiries from the City concerning data requests.

C. Choice of Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the parties waive any objections to jurisdiction.

D. No Assignment.

This Agreement may not be assigned by either party.

E. Compliance with Laws.

Contractor shall exercise due professional care to comply with applicable federal, state and local laws, rules, ordinances and regulations in performing the Services under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

CITY OF NEW BRIGHTON

By: _____
Kari Niedfeldt-Thomas
Its: Mayor

By: _____
Devin Massopust
Its: City Manager

CONTRACTOR

DAMON FARBER ASSOCIATES INC.

By: _____
Its: _____

EXHIBIT A

Description of Services to be Provided by Contractor/Contractor's Proposal



June 2, 2025

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

Dear Ben

We appreciate the opportunity to submit this proposal for planning and urban design services related to the *Envisioning New Brighton Town Center* project located in New Brighton, MN. The Town Center study represents a unique opportunity to reinforce New Brighton's downtown with development and public realm recommendations that will create a place that reflects community values and places for the community to live, shop, gather and socialize. Our team proposes a thoughtful planning approach that prioritizes creative solutions while fostering collaboration and inclusivity throughout the planning process.

PROJECT UNDERSTANDING

Our understanding is that the City of New Brighton is interested in creating a future Town Center Plan for the area of the city that has historically been referred to as the "Downtown" district of New Brighton for decades. The area in question is adjacent to or bisected by three critical Ramsey County corridors: 10th St NW (north), Old Highway 8 (west), and County Rd E2 (south). The New Brighton Town Center Plan is envisioned to become a cornerstone component of the City's next comprehensive plan update which will need to be complete by 2028. Through this planning effort, the City of New Brighton aims to accomplish the following goals:

- Establishment of a long-term vision and re-branding for this area of the city
- Determine redevelopment and public improvement opportunities around this area's critical corridors (Old Highway 8, 10th St NW, and County Road E2)
- Create a small area plan that can be easily integrated into the next comprehensive plan
- Identify potential zoning changes for the study area
- Create a stronger sense of identity for the area

APPROACH

Our team will approach the project deliverables through a thoughtful process that is visionary yet responsive to site opportunities, constraints and supports community values. We will strategically align our efforts with key project milestones to ensure timely progress and effective delivery. The following work plan outlines our comprehensive approach in line with the requested scope of work and project outcomes.

WORK PLAN

TASK 1: PROJECT INITIATION AND MANAGEMENT (Late June 2025 – Mid July 2025)

This phase of the work will build a strong foundation for the project to discuss goals and expectations, establish communication, identify key stakeholders, and adjust the work plan, deliverables, and/or schedule as needed to best meet city and community needs.

1. Kickoff Meeting/Site Tour(s)

Conduct Kick-Off Meeting(s) with city staff to confirm project goals and objectives, discuss key issues, expected outcomes, as well as identify stakeholders and potential public engagement strategies. We would also like to conduct a site tour of the study area with city staff to better understand key features, assets and challenges.

2. Project Communication and Management

Our team will establish and provide clear and effective communication and project management including:

- Conduct regular communication with the city project manager ensuring that tasks and deliverables are provided.
- Conduct regular coordination meetings with city staff.
- Meet with and report to the City Council at key project intervals to be determined with city staff.
- Meet with and report to City Commissions, including: EDC, Planning Commission, Parks Commission, Public Safety Commission and Equity Commission. We may suggest a joint commission meeting(s) to be efficient with time and meet budget constraints.

Meetings:

1. Kickoff meeting (1)

Deliverables:

1. Meeting notes
2. Site photography
3. Project work plan and schedule

TASK 2: COMMUNITY ENGAGEMENT (Mid July 2025 – January 2026)

An important component of the public engagement process is to better understand community values and aspirations, and to build consensus and acceptance of recommendations and the proposed plan with city leaders, land and business owners, community members, and other key stakeholders. Various community engagement activities will be employed to reach a wide range of stakeholders and members of the public and create welcoming opportunities for participation in the planning process. The proposed engagement approach will involve establishing an inclusive community engagement plan upfront, guiding public and stakeholder outreach activities with a focus on promoting opportunities to build social capital, environmental stewardship,

and strategies for racial equity and inclusion, including targeted outreach to underrepresented communities (BIPOC, seniors, youth, and people with disabilities).

The proposed engagement process outlined below will overlap with other tasks and key milestones listed in the work plan.

1. Community Engagement Plan

The following community engagement plan is a preliminary draft that will be refined with input from city staff. This plan will be one of the first key deliverables produced by our team. The finalized version will outline goals, identify key stakeholders, and provide a specific plan for engaging with various stakeholders and community members.

2. City Staff Meetings

We will meet with city staff regularly (TBD) to discuss project goals and needs, review progress on planning concepts, coordinate engagement efforts, respond to, and review requested information or deliverables. These meetings may be held in person and/or virtually, depending on the meeting content.

3. Public Kickoff Meeting

We will work with city staff to organize and facilitate a Public Kickoff Event to introduce the project to the community and seek input on goals, issues, concerns, and desired outcomes of the planning effort. The event may be held at City Hall, perhaps outdoors at a community event and include creative and participatory means for people to provide their input.

4. City Commission Meeting(s)

Our team will meet with the following City Commissions to discuss project goals and planning progress, present and review planning concepts, and receive feedback and direction on planning concepts:

- Economic Development Commission
- Planning Commission
- Parks, Recreation and Environmental Commission
- Public Safety Commission
- Equity Commission

5. City Council Meetings

We'll also meet with the City Council at key intervals during the project (to be determined with city staff) to discuss project goals and planning progress, present and review planning concepts, and receive feedback and direction on planning concepts.

6. Visioning Workshop and Charrette

We propose utilizing an intensive day-long Visioning Workshop and Charrette to establish a vision and quickly develop sketch plan concepts collaboratively with city staff and key stakeholders.

7. Public Open House

We will organize and facilitate a public open house to provide community members and stakeholders the opportunity to engage with project team members, learn about the preliminary town center

alternatives, and share their feedback. After the open house, our team will summarize key takeaways that can be shared with the community on the city's website.

8. Online Survey

We recommend implementing an online, self-paced virtual option alongside each in-person public meeting/open house. This approach will provide flexible opportunities for project participation, ensuring we reach the widest possible audience and accommodate individuals who may be unable to attend in person. We will create an online survey(s) designed to gather input on a future vision for the study area, including an online mapping and feedback tool. We will also create an online survey to collect feedback on preliminary planning alternatives.

9. Website Support

We will assist the city with ongoing project updates posted on the city's website by providing information about the project, graphic materials and engagement summaries that can be posted online.

Meetings:

1. City staff meetings (TBD) (6-8)
2. Public kickoff event (1)
3. City Commission Meetings (2 joint meetings)
4. City Council meetings (2)
5. Visioning Workshop and Charrette (1 day)
6. Public Open House (1)

Deliverables:

1. Community Engagement Plan
2. Presentation graphics
3. Meeting notes
4. Engagement summaries
5. Online survey/results

TASK 3: INVENTORY AND ANALYSIS (Mid July 2025 – Mid August 2025)

Our team will conduct an inventory and analysis of the study area and surrounding context to gain a better understanding of potential opportunities and constraints that exist within the district. Specific tasks include the following:

1. Base Mapping

Utilizing existing map data and GIS database information, we will create detailed digital base maps that will serve as the foundation for site analysis and future planning options.

2. Inventory and Analysis

Prepare a site inventory of the study area, including land use and zoning, property ownership, natural systems and landscape features, structures, parking facilities, streets, sidewalks, trails and bikeways, and

public infrastructure. Create site analysis diagrams that visually capture existing features, destinations, assets, connections, barriers, issues, and opportunities in the study area.

Meetings:

1. City staff meetings

Deliverables:

1. Digital base maps
2. Analysis diagrams

TASK 4: VISION AND GUIDING PRINCIPLES (Late August/Early September 2025)

Our team will work with city staff, City Commissions, City Council, and community stakeholders to develop a future vision and guiding principles for envisioning the New Brighton Town Center. Specific tasks will include the following:

1. **Precedent Analysis**
We will research precedents to draw insights that can inform planning concepts. This analysis will focus on successful examples of vibrant mixed-use centers and districts, examining factors such as layout, building types, public spaces, transportation access, and integration of residential, commercial, and recreational facilities. The goal is to identify best practices, potential challenges, and design strategies that have proven effective in creating vibrant, sustainable centers.
2. **Visioning Workshop and Charrette**
Our team will organize and facilitate a day-long Visioning Workshop and Charrette to establish a vision for New Brighton's Town Center Plan and quickly develop sketch plan concepts collaboratively with city staff and key stakeholders. Results of the visioning workshop and charrette will provide the foundation for the development of more refined plan alternatives.

Meetings:

1. Visioning Workshop

Deliverables:

1. Precedent analysis memo
2. Meeting notes
3. Vision Statement
4. Guiding Principles
5. Workshop/charrette graphics

TASK 5: PRELIMINARY TOWN CENTER PLAN (September 2025 – November 2025)

Based upon the findings of the inventory and analysis, key takeaways from early engagement efforts, and the establishment of a future vision for the Town Center, our team will prepare preliminary planning alternatives

that support the community vision and offer a glimpse of what futures are possible. Specific tasks include the following:

1. Develop Preliminary Town Center Alternatives

Develop preliminary mixed-use planning alternatives for the study area. The preliminary alternatives will be presented in a variety of forms including plan drawings and diagrams, three-dimensional renderings, precedent imagery and narratives. The alternatives will address the following:

- Mixed-use development – residential, commercial, civic
- Residential types and densities
- Building orientation, scale and mass
- Pedestrian, bicycle, and vehicular circulation
- Streetscape improvements - walkability, vibrant public realm
- Parking strategies
- Placemaking and public art opportunities
- Parks, plazas and open spaces
- Gateways and community identity

2. Review Preliminary Town Center Plan Alternatives

Our team will meet with city staff, stakeholders and community members to seek feedback on preliminary town center plan alternatives and identify consensus on planning and design concepts. Specific tasks include the following:

- Conduct meetings with city staff to present and seek feedback on the preliminary alternatives.
- Conduct a Public Open House to present and seek community feedback on the preliminary alternatives.
- Conduct an online survey to gain community feedback on the preliminary alternatives.
- Conduct meetings and workshops with the City Council and City Commissions to present and seek feedback on the preliminary alternatives.

Meetings:

1. City staff meetings
2. Public Open House
3. City Council
4. City Commissions

Deliverables:

1. Preliminary Town Center Plan alternatives (2)
2. Plans and diagrams
3. Three-dimensional renderings

4. Photo imagery
5. Narrative
6. Meeting notes

TASK 6: FINAL TOWN CENTER PLAN (December 2025 – January 2026)

Based on the input received in Task 5, our team will prepare a Final Town Center Plan. The Town Center Plan document will be a graphically compelling report that summarizes preferred concepts into a final set of planning recommendations for the New Brighton Town Center district. Specific tasks include the following:

- 1. Prepare Final Town Center Plan**
Prepare a draft Final Town Center Plan that incorporates input received from city staff, City Commissions, City Council, and community stakeholders. The Town Center Plan will provide a guide for future development in the Town Center district. It will summarize the planning process, findings, and key recommendations that address the following:
 - Mixed-use development – residential, commercial, civic
 - Residential types and densities
 - Building orientation, scale and mass
 - Pedestrian, bicycle, and vehicular circulation
 - Streetscape improvements - walkability, vibrant public realm
 - Parking strategies
 - Placemaking and public art opportunities
 - Parks, plazas and open spaces
 - Gateways and community identity
- 2. Prepare Implementation Strategies**
Prepare strategies for implementing key recommendations in the Town Center district, including potential phasing, regulatory and policy actions, public improvements, and potential partnering and funding strategies.
- 3. Review and Refine Town Center Plan**
Our team will meet with city staff and stakeholders to seek feedback on the draft Town Center Plan. Specific tasks include the following:
 - Conduct meetings with city staff to present and seek feedback on the draft Final Town Center Plan.
 - Conduct meetings with the City Council to present and seek feedback on the draft Final Small Area Plan.
- 4. Document Final Town Center Plan**

June 2, 2025

Upon final review of the draft Final Town Center Plan, our team will incorporate feedback, refine, and memorialize the final plan recommendations in a graphically compelling report document. The report will be prepared in digital and hard copy formats for the City of New Brighton.

Meetings:

1. City staff meetings
2. City Council

Deliverables:

1. Draft Town Center Plan
2. Final Town Center Plan Report (digital format)
3. Meeting notes

PROFESSIONAL FEES

Professional fees proposed for the abovementioned scope of work (without streetscape design) are as follows:

TASK	FEE
Task 1 - Project Initiation and Management	\$2,500
Task 2 – Community Engagement	\$17,000
Task 3 – Inventory and Analysis	\$3,500
Task 4 – Vision and Guiding Principles	\$8,000
Task 5 – Preliminary Town Center Plan	\$12,000
Task 6 – Final Town Center Plan	\$6,500
Subtotal	\$49,500
Reimbursable Expenses	\$500
Total Fees	\$50,000

Please contact me if you have any questions or comments regarding this proposal for planning services. We are looking forward to working together with the City of New Brighton on this exciting project.

Sincerely,
Damon Farber Associates

City of New Brighton



Jeff McMenimen, PLA
Principal
Damon Farber

Ben Gozola
Assistant Director
Community Assets and Development



Agenda Section:	Consent Agenda
Report Date:	07/09/2025
Meeting Date:	July 22, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of Temporary Liquor License for St. John the Baptist Church's Annual FallFest Event

Action Requested:

Public Hearing:	<u>Motion: X</u>
Discussion:	Informational:

Form of Action:

Resolution:	Ordinance:
Contract/Agreement:	<u>N/A or Other: X</u>

Votes Needed:

<u>3 Votes: X</u>	4 Votes:
5 Votes:	N/A:

Summary Statement:

- St John the Baptist Church is applying for a temporary On-Sale Liquor License for their Annual FallFest Celebration scheduled for September 26-28, 2025.
- The \$100 temporary liquor license fee and all paperwork have been submitted.

Recommendations:	Approve the temporary liquor license application for St John the Baptist's FallFest Event.
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Applicable Deadlines:	The state requires a minimum of 30 days to process liquor licenses.
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Community Impact:	FallFest has been a recurring community event for many years; it brings the community together for a festival of family activities, music, food, and more in St. John the Baptist's parking lot on September 26, 27, and 28. This is an event many in New Brighton look forward to each year, and the church itself has a rich, long history in New Brighton which can be traced back to 1902. Events like this support community cohesion and offer informal opportunities for inclusive participation.
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Legislative History:	City Code Chapter 4 regulates temporary on-sale liquor licenses.
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Strategic Priority:	Financial Sustainability	Staff Capabilities
	Economic Development	Community Engagement & Belonging
	City Assets	<u>N/A</u>

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

Attachments:	None
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Agenda Section:	Consent Agenda
Report Date:	07/09/2025
Meeting Date:	July 22, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of Gambling Exempt Permit for St John the Baptist Church's FallFest Event

Action Requested:

Public Hearing	<u>Motion: X</u>
Discussion	Informational

Form of Action:

Resolution	Ordinance
Contract/Agreement	<u>N/A</u>

Votes Needed:

3 Votes	4 Votes
5 Votes	<u>N/A</u>

Summary Statement:

St John the Baptist Church, a long-time partner to the City of New Brighton, is seeking an exempt permit to conduct a raffle and Bingo for their annual FallFest event held in the church's parking lot from September 26-28, 2025.

They have submitted all required documentation and fees for this exempt permit. If approved, their Gambling Exempt Permit application will be sent to the State for final approval.

Recommendations:

Approve Gambling Exempt Permit for St. John the Baptist Church's

	FallFest Event.
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Applicable Deadlines:	None
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Community Impact:	The proceeds from the gambling activities during St. John's FallFest support their school in addition to a wide range of community services. The church operates a food shelf, provides support to seniors and caregivers, delivers meals, assists with housing stability, and organizes outreach ministries serving both local residents and vulnerable populations across the region. These programs, such as ABLE Fix-It, Meals on Wheels, Angel Tree, and partnerships with organizations like the Community Support Center, address tangible needs across age, income, and ability lines. Approval of this gambling exempt permit supports ongoing services that contribute meaningfully to equity and well-being in New Brighton.
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Legislative History:	Gambling Exempt Permits, once approved by the City, go to the Minnesota Gambling Control Board for final approval. This process can take up to 30 days.
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Strategic Priority:	Sustainable & Reliable Infrastructure	Operational Effectiveness
	Environment & Sustainability	Diversity, Equity Inclusion
	Livable Community	<u>N/A</u>

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

Attachments:	None
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Agenda Section:	Consent Agenda
Report Date:	07/10/2025
Meeting Date:	July 22, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of Gambling Exempt Permit for Irondale Band Boosters

Action Requested:

Public Hearing	<u>Motion: X</u>
Discussion	Informational

Form of Action:

Resolution	Ordinance
Contract/Agreement	<u>N/A</u>

Votes Needed:

3 Votes	4 Votes
5 Votes	<u>N/A</u>

Summary Statement:

The Irondale Band Boosters are seeking their annual duck raffle at the 2025 Stockyard Days. They have submitted all required documentation and fees for this exempt permit. If approved, their Gambling Exempt Permit application will be sent to the State for final approval.

Recommendations:

Approve Gambling Exempt Permit for St. John the Baptist Church's FallFest Event.

Applicable Deadlines:	None
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Community Impact:	The Irondale Band Boosters support students in the Irondale High School music program by funding equipment, travel, and educational opportunities that otherwise fall outside the school budget. Their fundraising, including the annual Duck Raffle at Stockyard Days, helps ensure that students from a range of economic backgrounds can fully participate in music education. While the permit request is for a charitable gambling activity, the purpose aligns with broader community goals of equitable access to extracurricular enrichment and student development.
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Legislative History:	Gambling Exempt Permits, once approved by the City, go to the Minnesota Gambling Control Board for final approval.
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Strategic Priority:	Sustainable & Reliable Infrastructure	Operational Effectiveness
	Environment & Sustainability	Diversity, Equity Inclusion
	Livable Community	<u>N/A</u>

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

Attachments:	None
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Agenda Section:	Consent Agenda
Report Date:	07/15/2025
Meeting Date:	July 22, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider a Resolution Establishing "No Parking" along Oakwood Drive between County Road E and Silver Lane

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:

City Project 24-1, 2024 Street Rehabilitation included implementation of the Living Streets Policy adopted on January 9, 2024. As part of the planning process, a Feasibility Study was completed which identified potential features that would align the street improvements with the Living Streets Policy goals.

For Oakwood Drive, the Feasibility Study recommended reducing the street width to 24 feet to support the 25 mph speed limit and installation of a sidewalk to provide an off-street pedestrian connection to Silver Oaks Park. In conjunction with the narrower street section, staff also

	recommended establishing a "No Parking" zone along the east side of Oakwood Drive. Oakwood Drive, particularly near Silver Oaks Park, is subject to on-street parking during scheduled sporting events. With the street width reduction, there is a risk that vehicles may park on both sides of the street, limiting through traffic movements and restrict access for emergency vehicles. Restricting parking to one side will help maintain adequate lane widths, prevent double parking, and ensure safe and efficient traffic flow.
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Recommendations:	Adopt the resolution establishing "No Parking" along the east side of Oakwood Drive between County Road E and Silver Lane, and authorize the installation of corresponding "No Parking" signage.
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Applicable Deadlines:	None
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Community Impact:	Providing streets that are safe and accessible.
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Legislative History:	March 12, 2024 City Council accepted the Feasibility Study and set the Public Improvement Hearing for March 26, 2024. March 26, 2024 Public Improvement Hearing held and City Council ordered Public Improvement Project 24-1, 2024 Street Rehabilitation.
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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: Estimated \$3,000
	Financing Sources:	Budgeted	Budget Modification	

	New Revenue	Use of Reserves	Other: Signage costs will be included with CP 24-1 project costs.

Attachments:	Resolution Establishing No Parking on the East Side of Oakwood Drive between County Road E and Silver Lane
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Resolution No. 2025-

State of Minnesota
County of Ramsey
City of New Brighton

RESOLUTION ESTABLISHING NO-PARKING ON THE EAST SIDE OF OAKWOOD DRIVE BETWEEN COUNTY ROAD E AND SILVER LANE

WHEREAS, City Project 24-1, 2024 Street Rehabilitation included implementation of the Living Streets Policy adopted on January 9, 2024; and

WHEREAS, street improvements completed with the public improvement project to align with the Living Streets Policy included reduction of the street width to 24 feet to support the 25 mph speed limit and installation of a sidewalk to provide an off-street pedestrian connection to Silver Oaks Park; and

WHEREAS, Oakwood Drive, particularly near Silver Oaks Park, is subject to on-street parking during scheduled sporting events. With the street width reduction, there is a risk that vehicles may park on both sides of the street, limiting through traffic movements and restrict emergency vehicle access; and

WHEREAS, staff recommends restricting parking to one side of Oakwood Drive to maintain adequate lane widths, prevent double parking, and ensure safe and efficient traffic flow.

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

1. “No-Parking” is hereby established along the east side of Oakwood Drive between County Road E and Silver Lane.
2. Installation of “No-Parking” signage is hereby ordered along the east side of Oakwood Drive between County Road E and Silver Lane.

Adopted this 22nd 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



Agenda Section:	Consent Agenda
Report Date:	07/15/2025
Meeting Date:	July 22, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider a Resolution Accepting Bids and Award of Contract for City Project 24-4, Lift Station #8 Replacement

Action Requested:

Public Hearing:	Motion: X
Discussion:	Informational:

Form of Action:

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

Votes Needed:

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

Summary Statement:

The following six bids were received and opened at 11:00 a.m. on July 8, 2025:

Minger Construction Company, Inc. \$342,000.00
 PCiRoads, LLC \$347,000.00
 New Look Contracting, Inc. \$349,925.00
 Pember Companies, Inc. \$408,800.00
 Geislinger & Sons \$415,750.00
 Meyer Contracting, Inc. \$446,620.00

	A bid tabulation has been completed and all bid totals were verified. The low bid of \$342,000.00 submitted by Minger Construction Company, Inc. is ten percent below the engineer's estimate of \$381,000. The low bidder, Minger Construction Company, Inc. has not completed work in the city in the past. Staff have been in contact with consulting engineers who have confirmed they are competent and capable of performing work of this type.
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Recommendations:	To accept all bids and adopt the attached resolution awarding a contract for City Project 24-4, Lift Station #8 Replacement to the lowest responsible bidder, Minger Construction Company, Inc., in the amount of \$342,000.00.
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Applicable Deadlines:	None
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Community Impact:	Ensuring adequate and reliable wastewater collection.
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Legislative History:	April 23, 2024 City Council authorized the Director of Community Assets and Development to enter a professional service agreement with Bolton & Menk, Inc. May 7, 2025 City Council approved project plans and specifications and authorized advertisement for bids.
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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: \$342,000.00
	Financing Sources:	Budgeted X	Budget Modification	

	New Revenue	Use of Reserves	Other

Attachments:	Resolution Accepting Bids and Award of Contract for City Project 24-4, Lift Station #8 Replacement, Notice of Award
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Resolution No. 2025-

State of Minnesota
County of Ramsey
City of New Brighton

RESOLUTION ACCEPTING BIDS AND AWARD OF CONTRACT FOR CITY PROJECT 24-4, LIFT STATION #8 REPLACEMENT

WHEREAS, pursuant to advertisement in the *Pioneer Press and Finance and Commerce*, and online at <http://www.questcdn.com>, bids for the above mentioned improvement were received, opened, and read aloud at 11:00 a.m., July 8, 2025 complying with the advertisement; and

WHEREAS, the lowest bidder meeting bid specifications was found to be **Minger Construction Company, Inc.** with a total bid of **\$342,000.00**.

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

1. That the Mayor and City Manager are hereby authorized and directed to enter into a contract with Minger Construction Company, Inc. in the name of the City of New Brighton for City Project 24-4, Lift Station #8 Replacement.

Adopted this 22nd 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

NOTICE OF AWARD

Date of Issuance:

Owner: City of New Brighton

Owner's Project No.:

Engineer: Bolton & Menk, Inc.

Engineer's Project No.: 24X.134922000

Project: Lift Station 8

Contract Name: Lift Station 8

Bidder: Minger Construction Companies. Inc.

Bidder's Address: 620 Corporate Drive, Jordan, MN 55352

You are notified that Owner has accepted your Bid dated 7/08/2025, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

- Lift Station 8

The Contract Price of the awarded Contract is \$342,000.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner three (3) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Deliver to Owner executed Section 00 51 11 "ADDITIONAL SUBCONTRACTORS LIST" in accordance with Minn. Stat. 16C.285 subd.3 Subclauses (1) to (7). Delivery is a condition precedent to execution of this contract and failure to submit this form shall be cause for the Owner to cancel Award of Contract and declare your Bid security forfeited.
4. Other conditions precedent (if any): [Describe other conditions that require Successful Bidder's compliance]

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of New Brighton

By (signature): _____

Name (printed): Devin Massopust

Title: City Administrator

Copy: Engineer

Agenda Section:	Consent Agenda
Report Date:	07/16/2025
Meeting Date:	July 22, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Application for a Solicitor License for EcoShield.

Action Requested:

Public Hearing:	Motion: X
Discussion:	Informational:

Form of Action:

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

Votes Needed:

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

Summary Statement:

EcoShield has applied for a solicitor's license to conduct a free quote for pest control services valid from July 28 thru August 28, 2025

Recommendations:

To issue a solicitor license to EcoShield valid from July 28th thru August 28, 2025.

Applicable Deadlines:

None

Community Impact:	Allow a local business an opportunity to reach out to the surrounding community and offer pest control services to the home owners which may protect public health and improve environmental safety.
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Legislative History:	City Code Chapter 10 regulates solicitor licenses.
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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
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Agenda Section:	Consent Agenda
Report Date:	07/16/2025
Meeting Date:	July 22, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Quote for Traffic Signal Repainting - Round 2

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 traffic signal systems within New Brighton are typically located on County, State and high traffic volume City Roads/Streets. The existing traffic signal painting design and maintenance is the responsibility of the adjacent City. Staff have identified six locations that need to be repainted on Silver Lake Road. There are two locations that would be a cost share with the Village of St. Anthony. We would only repaint these two locations if St. Anthony agreed to pay their portion. The total estimate is \$48,172.50 with St. Anthony's portion totaling \$6,322.88. The City of New Brighton would be responsible for \$41,849.63.

Recommendations:	Authorize the Director of Community Assets and Development to Accept and Approve the estimated repainting costs from Bullfrog Industries.
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Applicable Deadlines:	NA
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Community Impact:	Aesthetically pleasing and maintained infrastructure ensures a quality sense of place.
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Legislative History:	City Council approved the first round of traffic signal repainting at the May 13, 2025 city council meeting.
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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: \$ \$41,849.63
	Financing Sources:	Budgeted X	Budget Modification	
	New Revenue	Use of Reserves	Other	

Attachments:	Bullfrog Traffic Signal Painting Estimate
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ESTIMATE

Bullfrog Ind
18643 YANKTON ST NW
Elk River, MN 55330

jeremiah@bullfrogind.com
+1 (763) 286-3856

New Brighton, Water Dep

Bill to
Erik Volk
New Brighton
700 5th St NW
New Brighton, MN 55112

Estimate details

Estimate no.: NB2025-3
Estimate date: 06/27/2025
Expiration date: 09/30/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Signal Repainting	Repaint Signal at Silver Lake Rd / 7th St in "New Brighton Blue. No signal head or walk box painting.	1	\$8,330.50	\$8,330.50
2.	Signal Repainting	Repaint Signal at Silver Lake Rd / 5th St in "New Brighton Blue. No signal head or walk box painting.	1	\$8,330.50	\$8,330.50
3.	Signal Repainting	Repaint Signal at Silver Lake Rd / 3rd St in "New Brighton Blue. No signal head or walk box painting.	1	\$8,330.50	\$8,330.50
4.	Signal Repainting	Repaint Signal at Silver Lake Rd / Windsor Ln in "New Brighton Blue. No signal head or walk box painting and no painting of aluminium "A" pole.	1	\$6,220.00	\$6,220.00
5.	Signal Repainting	Repaint Signal at Silver Lake Rd / Silver Ln in "New Brighton Blue. No signal head or walk box painting.	1	\$8,330.50	\$8,330.50
6.	Signal Repainting	Repaint Signal at Silver Lake Rd / County Rd E in "New Brighton Blue. No signal head or walk box painting.	1	\$8,630.50	\$8,630.50
Total				\$48,172.50	

Accepted dateAccepted by



Agenda Section:	Consent Agenda
Report Date:	07/16/2025
Meeting Date:	July 22, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Resolution Accepting Bids and Award of Contract for City Project 25-7, Well #16 Well Drilling and Construction

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 following bid was received and opened by staff at 10:00 am on July 16, 2025:

- Traut Companies \$664,770.00

A bid tabulation has been completed by the Department of Community Assets and Development and the bid was verified.

The only bidder, Traut Companies, has completed work like this around

	the state and is capable of performing work of this nature. If awarded, the contract requires substantial completion by October 1, 2026.
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Recommendations:	To accept the bid and adopt the attached Resolution awarding a contract for City Project 25-7, City Project 25-7, Well #16 Well Drilling and Construction to the responsible bidder, Traut Companies, for the amount of \$664,770.00.
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Applicable Deadlines:	None
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Community Impact:	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.
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Legislative History:	The city council approved the plans and specifications and authorized the advertisement for bids at the June 24, 2025 city council meeting.
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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: \$ 664,770.00
	Financing Sources:	Budgeted X	Budget Modification	
	New Revenue	Use of Reserves	Other	

Attachments:	City Project 25-7, Well #16 Well Drilling and Construction Bid Tabulation, Resolution No 25- City Project 25-7, Well #16 Well Drilling and Construction, Recommendation of Award Letter
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BID TABULATION					
PROJECT 25-7, WELL #16 DRILLING AND CONSTRUCTION					
PROJECT LOCATION: CITY OF NEW BRIGHTON, MN					
BID OPENING: JULY 16, 2025 10:00 AM					
ITEM NUMBER	DESCRIPTION	UNIT	ESTIMATED QUANTITY	TRAUT COMPANIES	
				UNIT PRICE	TOTAL COST
1	MOBILIZATION / DEMOBILIZATION	LUMP SUM	1	\$77,050.00	\$77,050.00
2	SETUP / TAKEDOWN ON WELL	EACH	1	\$9,600.00	\$9,600.00
3	FURNISH, DRILL, AND DRIVE 24-INCH DIAMETER CASING	LIN. FT.	255	\$370.00	\$94,350.00
4	DRILL 23.25-INCH DIAMETER BOREHOLE	LIN. FT.	73	\$270.00	\$19,710.00
5	FURNISH AND INSTALL 18-INCH CASING	LIN. FT.	328	\$210.00	\$68,880.00
6	DRILL 17.25-INCH BOREHOLE	LIN. FT.	67	\$190.00	\$12,730.00
7	FURNISH AND INSTALL NEAT CEMENT GROUT	CU. YD.	16	\$895.00	\$14,320.00
8	PLUMBNESS AND ALIGNMENT TEST	LUMP SUM	1	\$1,500.00	\$1,500.00
9	FURNISH WELL DEVELOPMENT EQUIPMENT	LUMP SUM	1	\$5,250.00	\$5,250.00
10	INSTALL AND REMOVE WELL DEVELOPMENT EQUIPMENT	EACH	1	\$6,230.00	\$6,230.00
11	OPERATE WELL DEVELOPMENT EQUIPMENT	HOURL	100	\$525.00	\$52,500.00
12	REMOVE FILL FROM WELL	CU. YD.	50	\$205.00	\$10,250.00
13	FURNISH TEST PUMPING EQUIPMENT	LUMP SUM	1	\$4,350.00	\$4,350.00
14	INSTALL AND REMOVE TEST PUMPING EQUIPMENT	EACH	1	\$12,600.00	\$12,600.00
15	OPERATE TEST PUMPING EQUIPMENT	HOURL	32	\$300.00	\$9,600.00
16	TELEWISE WELL	EACH	1	\$2,000.00	\$2,000.00
17	FURNISH, INSTALL, AND REMOVE WATER DISCHARGE PIPING	LUMP SUM	1	\$2,750.00	\$2,750.00
18	FURNISH, INSTALL, AND REMOVE WATER TREATMENT EQUIPMENT	LUMP SUM	1	\$145,420.00	\$145,420.00
19	OPERATE WATER TREATMENT EQUIPMENT	LUMP SUM	1	\$54,000.00	\$54,000.00
20	PROVIDE WATER TREATMENT CHEMICAL(S)	LUMP SUM	1	\$2,700.00	\$2,700.00
21	WELL DISINFECTION AND SAMPLING	EACH	1	\$6,160.00	\$6,160.00
22	EROSION CONTROL	LUMP SUM	1	\$41,370.00	\$41,370.00
23	SITE RESTORATION	LUMP SUM	1	\$11,450.00	\$11,450.00
				\$664,770.00	

Resolution No. 25-

State of Minnesota
County of Ramsey
City of New Brighton

RESOLUTION AWARDING THE BID FOR PROJECT 25-7, WELL #16 WELL DRILLING AND CONSTRUCTION

WHEREAS, pursuant to advertisement in the *Pioneer Press* and online at <http://www.QuestCDN.com>, bids for the above mentioned improvement were received, opened, and read aloud by the City Administration at 10:00 a.m., July 16, 2025 complying with the advertisement; and

WHEREAS, the lowest bidder meeting bid specifications was found to be **Traut Companies** with a total bid of **\$664,770.00**.

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

1. That the Mayor and City Manager are hereby authorized and directed to enter into a contract with Traut Companies in the name of the City of New Brighton for City Project 25-7, Well #16 Well Drilling and Construction.

Adopted this 22nd 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

July 16, 2025

Mr. Craig Schlichting
Director of Community Assets and Development
City of New Brighton
803 Old Highway 8 NW
New Brighton, MN 55112

Re: City Project No. 25-07, Well 16

Dear Mr. Schlichting:

Bid was received on July 16, 2025, for the above-referenced project located at Driftwood Park. The project was advertised for bidding on June 25, 2025, and one contractor provided a bid. The bid received is tabulated below:

1.	Traut Companies	\$664,770
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We have reviewed the bid and its attachments and recommend that the project be awarded to the apparent low bidder, Traut Companies (Traut). Traut has performed previous municipal well construction projects in Minnesota that Barr has been the engineer for, and we have found their work to be of good quality.

Based on the complete bid, total cost, and past contractor performance, Barr Engineering recommends award of the Well 16 project to Traut for the amount of \$664,700.

A tabulation of the bid received is attached. Please let me know if you have questions about this bid.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dan M.', with a stylized flourish.

Dan Nesler, PE

Enclosure - Bid Tabulation

Cc: Julia Macejkovic, PE – Barr Engineering
Eric Volk – City of New Brighton
Dustin Lind – City of New Brighton
Travis Traut – Traut Companies

BID TABULATION					
PROJECT 25-7, WELL #16 DRILLING AND CONSTRUCTION					
PROJECT LOCATION: CITY OF NEW BRIGHTON, MN					
BID OPENING: JULY 16, 2025 10:00 AM					
ITEM NUMBER	DESCRIPTION	UNIT	ESTIMATED QUANTITY	TRAUT COMPANIES	
				UNIT PRICE	TOTAL COST
1	MOBILIZATION / DEMOBILIZATION	LUMP SUM	1	\$77,050.00	\$77,050.00
2	SETUP / TAKEDOWN ON WELL	EACH	1	\$9,600.00	\$9,600.00
3	FURNISH, DRILL, AND DRIVE 24-INCH DIAMETER CASING	LIN. FT.	255	\$370.00	\$94,350.00
4	DRILL 23.25-INCH DIAMETER BOREHOLE	LIN. FT.	73	\$270.00	\$19,710.00
5	FURNISH AND INSTALL 18-INCH CASING	LIN. FT.	328	\$210.00	\$68,880.00
6	DRILL 17.25-INCH BOREHOLE	LIN. FT.	67	\$190.00	\$12,730.00
7	FURNISH AND INSTALL NEAT CEMENT GROUT	CU. YD.	16	\$895.00	\$14,320.00
8	PLUMBNESS AND ALIGNMENT TEST	LUMP SUM	1	\$1,500.00	\$1,500.00
9	FURNISH WELL DEVELOPMENT EQUIPMENT	LUMP SUM	1	\$5,250.00	\$5,250.00
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11	OPERATE WELL DEVELOPMENT EQUIPMENT	HOURL	100	\$525.00	\$52,500.00
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18	FURNISH, INSTALL, AND REMOVE WATER TREATMENT EQUIPMENT	LUMP SUM	1	\$145,420.00	\$145,420.00
19	OPERATE WATER TREATMENT EQUIPMENT	LUMP SUM	1	\$54,000.00	\$54,000.00
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21	WELL DISINFECTION AND SAMPLING	EACH	1	\$6,160.00	\$6,160.00
22	EROSION CONTROL	LUMP SUM	1	\$41,370.00	\$41,370.00
23	SITE RESTORATION	LUMP SUM	1	\$11,450.00	\$11,450.00
				\$664,770.00	



Agenda Section:	Consent Agenda
Report Date:	07/16/2025
Meeting Date:	July 22, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Sub-Grant Agreement with Garden View Apartments, LLC for the 10th Street NW Culvert Replacement Project

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 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. - New Brighton was selected as a grant recipient for the 10th Street NW/County Ditch 2 Implementation for a grant of \$698,755.29. - The local share of the project including property owner utility replacements are estimated to be \$210,153.82. Garden View Apartments has agreed to pay these fees as they are the beneficiary of these improvements.
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Recommendations:	Authorize Mayor and City Manager to Sign Sub-Grant Agreement.
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Applicable Deadlines:	NA
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Community Impact:	This improvement project will lower the HWL experienced during flood events and modernize private utilities. The roadway crossing provides access for apartment parking and public safety response.
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Legislative History:	June 24th City Council Accepted the Grant, Approved Plans and Specifications and Authorized Bids. The City Attorney also indicated that the sub-grant agreement would place the local costs on the property regardless of future ownership.
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Strategic Priority:	Financial Sustainability	Staff Capabilities
	Economic Development	Community Engagement & Belonging
	City Assets X (stormwater conveyance and local utilities)	N/A

Fiscal Impact:			
	Financial Impact: Is there a financial	No	Yes: \$210,153.82

	consideration?		
	Financing Sources:	Budgeted	Budget Modification
	New Revenue	Use of Reserves	Other X (Garden View Apartments)

Attachments:	1034098-v1-Sub-Grant Agreement (Garden View and MPCA), Executed Grant Agreement
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SUB-GRANT AGREEMENT
(Minnesota Pollution Control Agency Grant)

THIS SUB-GRANT AGREEMENT (this “Agreement”) is made as of this ____ day of _____, 2025, by and between the City of New Brighton, a Minnesota municipal corporation (the “Grantee”), and Garden View Apartments, LLC, a limited liability company in the state of Minnesota (the “Sub-grantee”):

WHEREAS, the Sub-grantee is the owner of multi-family apartments that are located at 1201-1417 10th Street NW in the City of New Brighton, which are legally described on the attached Exhibit A (the “Property”); and

WHEREAS, the poor condition of the culvert along 10th Street NW has caused severe flooding on the Property on several occasions; and

WHEREAS, the Sub-grantee and the Grantee would like to replace the culvert and have applied for grant funds from the Minnesota Pollution Control Agency (“MPCA”); and

WHEREAS, on _____, 2025, the Grantee entered into a grant contract with the MPCA (the “Grant Agreement”), a copy of which is attached hereto as Exhibit B and is incorporated herein and made part of this Agreement; and

WHEREAS, the Grant Agreement provides that the MPCA is to grant to the Grantee a sum not to exceed \$698,775.29, which funds shall be used to fund the costs of the “10th Street NW Culvert Replacement Project” as specified in the Grant Agreement (the “Project”); and

WHEREAS, the Grant Agreement provides that the Grantee is to provide a local match, for its share of the improvements and other property related utility improvements with its own funds, which is \$210,153.82; and

WHEREAS, the Grantee has agreed to construct the Project, provided that the Sub-grantee agrees to reimburse the Grantee for the matching funds of \$210,153.82 that are required to be paid by the Grant Agreement; and

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth herein, the parties hereto covenant and agree as follows:

1. Grant Funds. The Grantee will use funds received under the Grant Agreement upon the continuing compliance by the Sub-grantee with its obligations hereunder.
2. Grantee's Obligations.
 - (a) On behalf of the Sub-grantee, the Grantee will construct the Project in accordance with the terms and conditions of the Grant Agreement. The Grantee will pay all contractors working on the Project and use the proceeds from the grant to pay them.
3. Sub-Grantee's Obligations. The Sub-grantee will perform and satisfy certain obligations of the Grantee under the Grant Agreement. Specifically, but without limiting the foregoing, the Sub-grantee will perform all of the following with respect to the project and in satisfaction of Grant Agreement obligations:
 - (a) The Sub-grantee shall grant the Grantee's contractors access to the Property and a temporary construction easement over the Property in order to allow for the construction of the Project.
 - (b) The Sub-grantee shall reimburse the Grantee the matching funds required by the Grant Agreement in the amount of \$210,153.82.
 - (c) The Sub-grantee will comply with all requirements and conditions of the Grant Agreement applicable to the Project that, by their nature, must be performed by Sub-grantee rather than Grantee and that are conditions of award of funds under the Grant Agreement.
 - (d) The Sub-grantee will take all other actions as are needed to ensure compliance with the Grant Agreement and provide such information and assistance to the Grantee as may be needed to ensure the Grantee can comply with the requirements of the Grant Agreement that, by their nature, must be performed by the Grantee rather than the Sub-grantee.
4. Grantee Reimbursement. Upon completion of the Project, the Grantee shall provide the Sub-grantee with an invoice for the matching funds required to be paid by Sub-grantee for the Project (\$210,153.82). The Sub-grantee must pay the invoice within 30 days. In the event that the Property is sold or conveyed, the repayment amount must be paid in full at the time of conveyance.
5. Termination. This Agreement shall terminate upon payment in full by the Sub-grantee or its successors of the repayment amount. At that time, the parties shall execute a release of this Agreement that may be recorded by the Sub-grantee against the Property.
6. No Assignment. The Sub-grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the Grantee and an Assignment Agreement executed and approved by the parties.

7. Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the parties.
8. No Waiver. If the Grantee fails to enforce any provisions of this Agreement, such failure does not waive the provision or the Grantee's right to enforce it.
9. Entire Agreement. This Agreement contains all negotiations and agreements between the Grantee and the Sub-grantee. No other understanding, agreements or understandings regarding the Grant Agreement, or this Agreement, may be used to bind either party.
10. Indemnification. The Sub-grantee will indemnify, defend, and hold harmless the MPCA and the Grantee, their officials, agents, contractors and employees, from any claims or causes of action, including attorneys' fees, arising from the performance of this Agreement by Sub-grantee, or its officers, agents, contractors or employees.
11. Audit. The Sub-grantee's books, records, documents and accounting procedures and practices relevant to this Agreement are subject to examination by the State of Minnesota and the State Auditor and Legislative Auditor, as appropriate, for a minimum of six years from the termination of this Agreement.
12. Data Practices. The Sub-grantee shall comply with applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. If the Sub-grantee receives a request to release data referred to in this paragraph, the Sub-grantee must immediately notify the Grantee. The Grantee will give the Sub-grantee instructions concerning the release of the data to the requesting party, prior to such release.
13. Workers' Compensation. The Sub-grantee certifies that it is in compliance with Minnesota Statutes Section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The Sub-grantee's employees and agents will not be considered employees of the Grantee. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of employees of the Sub-grantee, and any claims made by any third party as a consequence of any act or omission on the part of such employees are in no way the obligation of the Grantee or the MPCA.
14. Publicity. Any publicity regarding the subject matter of this Grant Agreement must identify the Grantee and the MPCA as the sponsoring agencies and must not be released without prior written approval from the State's authorized representative as specified in the Grant Agreement. The Sub-grantee must not claim that the Grantee or the MPCA endorses its products or services.
15. Applicable Law. The law governing the obligations of this Agreement and the venue for all legal proceedings associated therewith shall be in accordance with the Grant Agreement.
16. Termination. This Agreement is subject to termination in accordance with the termination provision of the Grant Agreement. However, the provisions in the Grant Agreement regarding Liability, State Audits, Government Data Practices, and Governing Law, Jurisdiction and Venue will survive termination or cancellation of this Agreement or of the Grant Agreement.

17. Conditioned. This Agreement is conditioned on approval by the State to the extent such approval is required by the Grant Agreement.
18. Binding Effect. This Agreement shall be recorded with the property records of Ramsey County. The Sub-grantee shall pay for the cost of recording this Agreement. The terms and conditions of this Agreement shall run with the land and be binding on the Sub-grantee, its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of _____,
2025.

CITY OF NEW BRIGHTON

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

STATE OF MINNESOTA)

) ss

COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Kari Niedfeldt-Thomas and Devin Massopust, the Mayor and City Manager, respectively, of the City of New Brighton, a Minnesota municipal corporation, on behalf of the City.

Notary Public

Garden View Apartments, LLC

By: _____

Its: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, the _____ of Garden View Apartments, LLC, a limited liability company in the State of Minnesota on behalf of the company.

Notary Public

NOTARY STAMP OR SEAL

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

EXHIBIT A

Legal Description of the Property

Lots 1-23, Block 1 and Lots 1-4, Block 2, Garden View Addition, according to the recorded plat thereof, County of Ramsey, State of Minnesota.

EXHIBIT B

MPCA Grant Agreement

[to be attached]

**2025 STORMWATER MANAGEMENT
GRANT AGREEMENT**

GRANT AGREEMENT between the Rice Creek Watershed District, 4325 Pheasant Ridge Drive NE, Suite 611, Blaine, Minnesota 55449 and the City of New Brighton, 803 Old Highway 8 NW, New Brighton, MN 55112.

RECITALS

WHEREAS, the City of New Brighton (Grantee) intends to construct a project titled "CP 25-1, 2025 Street Rehabilitation" (Project); and,

WHEREAS, the Rice Creek Watershed District (District) operates a Stormwater Management Grant Program for the improvement and remediation of stormwater management systems throughout the Rice Creek Watershed; and,

WHEREAS, in accordance with District program guidelines, the District desires to provide the Grantee financial assistance for the Project.

THEREFORE, in consideration of mutual promises set forth herein and other good and valuable consideration, the District and the Grantee agree as follows:

I. GRANTEE RESPONSIBILITIES.

- A. *Design Plan, Operation Plan and Maintenance Plan.* Design plans for the project must be signed by a licensed professional engineer or landscape architect. The Grantee will submit (1) final signed plans and specifications for the Project, and (2) an operations and maintenance plan to the District for the Administrator's written approval, not to be unreasonably withheld. The Project plans and specifications must include a public education component. The District, in its discretion, may approve a non-structural public education component.
- B. *Construction and Maintenance.* The Grantee, through its own personnel and/or contractors, will construct the Project in accordance with the approved Project plans and specifications and maintain it indefinitely in accordance with the approved maintenance plan. In doing so, the Grantee will comply with all applicable laws and regulations and will be responsible for acquiring all permits, approvals and temporary and permanent rights of access or easement.
- C. *Perpetual Access for Maintenance.* The Grantee shall submit to the District, in a form acceptable to the District, legal assurance that the Grantee has perpetual access to the Project's location for construction, operation and maintenance and that the Project will be maintained in perpetuity.
- D. *Completion of Construction.* The Grantee's staff or consulting engineer will certify the completion of Project construction in accordance with the approved plans and specifications no later than October 29, 2027. The Grantee will submit to the District documentation of Project expenditures and the certification of completion no later than December 31, 2027.

II. DISTRICT RESPONSIBILITIES.

- A. *Grant Funds.* To defray the Project cost to the Grantee, the District will provide the Grantee financial assistance in the amount of fifty (50) percent of the Project's eligible costs, as determined by the District, with the total amount of District assistance not to exceed \$28,611.00.
- B. *Payment Schedule.* On District approval of the Project plans, specifications, and operations and maintenance plan, certification by the Grantee that it has obtained all necessary permits and approvals, District approval of the Grantee's perpetual access and maintenance assurance, and receipt of the Grantee's issued notice to proceed, the District may disburse fifty (50) percent of the RCWD Board approved grant amount upon request of the Grantee. On District receipt of the certification of completion and review of such Project documentation as it may require, the District will disburse the remaining RCWD Board approved funds.
- C. *Contingencies.* The District's obligation to provide grant funds is contingent on the Grantee's compliance with the terms of this agreement, including but not limited to Project completion in accordance with the District-approved plans and specifications by October 29, 2027, and Project maintenance in accordance with the approved maintenance plan. The Grantee will return to the District any grant funds already received if this condition is not satisfied.

III. MISCELLANEOUS.

- A. *Relationship of Parties.* Nothing in this agreement creates or establishes a partnership, joint venture or agency relationship between the parties. District review or approval of design plans and specifications, a maintenance plan and any other Project-related documents is solely for the District's own accounting for funds expended. As between the parties, the Grantee is solely responsible for selection of the Project design and the means, method and manner of construction. Nothing in this agreement creates any right in any third party or affects any immunity, defense or liability limitation enjoyed by either party.
- B. *Employees.* The Grantee represents that it has or will secure, at its own expense, all personnel and/or contractors required for the performance of this agreement. No Grantee personnel or contractor will be considered an agent, representative or employee of the District.
- C. *Liability.* The Grantee agrees to hold harmless and indemnify the District, and its managers, staff and representatives, up to the maximum liability limits of Minnesota Statutes Section 466.04, against any claim, expense or damage, including attorney fees, arising from the performance of this agreement.
- D. *Assignment or Modification.* This agreement binds and inures to the benefit of the Grantee and the District, and their respective successors and assigns. Neither party may assign this agreement without the prior written consent of the other. Any modification of the agreement must be in writing and signed by both parties.
- E. *Public Documents.* All submitted information, including application, conceptual design, cost estimates, bid tabulations, final designs and specifications, copies of permits and proof of expenditures will become a part of the public record. Grantee will not claim intellectual property rights in any such information.

F. *Effective Date.* This agreement is effective as of the date all signatures below have been provided.

Dated: April 25, 2025

City of New Brighton

By: 
Craig Schlichting

Its: Director OCAD

Dated: February 27, 2025

RICE CREEK WATERSHED DISTRICT

By: 
Nick Tomczik, Administrator



Agenda Section:	Consent Agenda
Report Date:	07/17/2025
Meeting Date:	July 22, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of Internal Data Practices Policy Update

Action Requested:

Public Hearing:	<u>Motion: X</u>
Discussion:	Informational:

Form of Action:

Resolution:	Ordinance:
Contract/Agreement:	<u>N/A or Other: X</u>

Votes Needed:

<u>3 Votes: X</u>	4 Votes:
5 Votes:	N/A:

Summary Statement:

This policy has been updated with the following items:

- The tone and structure were altered to make the provisions of the policy easier to use and understand.
- Re-titled some sections of the policy for clarity and accuracy.
- Added 11.7 Annual Security Assessments to be compliant with state law.
- Added 11.4 Artificial Intelligence (AI) and Data Privacy to clarify data requirements and comply with recommendations by the League of MN Cities.
- Incorporated legislative changes to MN State Statutes section

	13.03 subd. 3 that addresses how cities respond when requestors do not respond, pay for or retrieve data they requested. • Amended Exhibit 2: Fees to reflect the current fee schedule. • Amended Exhibit 3: Data Request form to reflect verification of authorization to access private data as outlined in sections 4.4 and 6.5 of the policy. • Removed sample forms that have not been used in ten years. These are still available to staff as needed. They are just no longer included as sample forms in the policy. • Appendix A: Inventory of Private, Confidential, Nonpublic, and Protected Nonpublic Data was retitled, and the explanatory introduction was re-written, • Blank pages included for printing purposes were removed.
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Recommendations:	Approve Internal Data Practices Policy Updates
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Applicable Deadlines:	August 1, 2025
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Community Impact:	Although these policy updates are for City staff, they help protect the community, too. The updates will help ensure staff manages data correctly, responds to requests for data in accordance with state law, and keeps data that is not classified as public safe. When residents give the City their personal information, they expect it to be used the right way. These updates help build trust by showing that the City takes data privacy seriously. The changes also help staff respond better to public questions and requests about data. In short, better staff policies mean stronger protection for the people we serve.
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Legislative History:	MN State Statutes 13.035 require the city to have a policy for subjects of data, a public access data policy, and a comprehensive data practices policy that includes all internal guidelines and procedures, samples forms and language as well as an inventory of all data it collects.
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	MN State Statutes 13.025 requires the City update all data policies by August 1 st of each year to reflect any legislative changes, staff changes, and other updates.
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Strategic Priority:	Financial Sustainability	Staff Capabilities
	Economic Development	Community Engagement & Belonging
	City Assets	<u>N/A</u>

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

Attachments:	2025 New Brighton Data Practices Policy_F2
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INTERNAL DATA PRACTICES POLICY

Revised July 22, 2025

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DATA PRACTICES POLICY

1.0 INTRODUCTION

This policy outlines how the City of New Brighton complies with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13), referred to in this document as “the Act.”

The City also complies with related state laws and administrative rules, including:

- Minnesota Rules Chapter 1205
- Minnesota Statutes Section 138.17
- Minnesota Statutes Section 15.17

Throughout this policy, “M.S.” is used to reference Minnesota Statutes. For example, M.S. § 13.43 refers to Minnesota Statutes, section 13.43.

If any part of this policy conflicts with state law, the requirements of state law will apply. The City will update or supplement this policy as needed to remain consistent with legal requirements.

2.0 RESPONSIBILITIES

2.1 Responsible Authority. The City Clerk is the City of New Brighton’s Responsible Authority under the Minnesota Government Data Practices Act. The Responsible Authority is responsible for how the City collects, uses, stores, and shares government data and is responsible for ensuring the City complies with all parts of the Act.

Key duties of the Responsible Authority include:

- Maintaining a list (see Appendix A) of all private and confidential data about individuals that the City collects or keeps,
- Providing guidance and assistance to departments to help ensure City programs, forms, and procedures comply with applicable laws,
- Making a good faith effort to resolve problems related to how the City collects, uses, or shares data,
- Identifying data classified as not public and citing the specific state or federal law that applies,
- Providing training to City staff on their responsibilities under the Act and related rules, and
- Updating and distributing this policy by August 1 each year to support accurate and timely responses to data requests.

The Responsible Authority is also responsible for making sure all City employees who work with government data receive ongoing training. The Responsible Authority may revise the Exhibits in this policy as needed to maintain compliance with the law.

2.2 Compliance Official. The Communication Specialist / Deputy Clerk serves as the City’s Data Practices Compliance Official. The Compliance Official responds to questions or concerns about how the City applies the Minnesota Government Data Practices Act, including assisting individuals who experience difficulties accessing City data.

2.3 Designee. A designee is a City employee who has been assigned to manage government data in their department. Designees are responsible for answering public questions about data in their department and handling data requests according to this policy and all applicable laws.

2.4 Officers and employees. All City employees and officials must create and maintain records that fully and accurately reflect their official duties. Records may be kept in digital or paper format but must be stored in a way that ensures they are accessible and can be reproduced. All records must be maintained in accordance with the General Records Retention Schedule for Minnesota Cities.

City employees and officials are also responsible for protecting government data as described in this policy, including following procedures for securing private or confidential information. In addition, City employees and officials must assist in retrieving and providing data in response to public data requests, following this policy and the requirements of the Act.

3.0 ACCESS TO PUBLIC DATA

The Minnesota Government Data Practices Act (MGDPA) groups government data into categories based on who the data is about and who is allowed to access it. These classifications affect how City staff handle, protect, and share information in their daily work. City staff must understand these classifications so they can respond to data requests appropriately and manage records in line with the General Records Retention Schedule for Minnesota Cities.

Summary of Data Classifications

TYPE OF DATA	WHAT IT MEANS	WHO CAN ACCESS IT
Public Data	Anyone can look at it.	Anyone, no restrictions.
Private Data on Individuals	About a living person; not available to the public	The person the data is about; Authorized City staff
Confidential Data on Individuals	About a living person; not available to the person it is about, the public, or most staff	Authorized City staff only
Private Data on Decedents *	About someone who has died	Legal representative of the decedent; authorized City staff
Confidential Data on Decedents *	About someone who has died; not available to the public or family	Authorized City staff only
Nonpublic Data (Not on People) *	Not about a person; not available to the public	Legal representative of the entity; authorized staff
Protected Nonpublic Data (Not on People) *	Not available to representatives of the entity, the public, or most staff	Authorized staff only

*** Note:** Private and confidential data about a person who has died becomes public 10 years after their death and 30 years after the data was created. (M.S. § 13.10, subd. 2). Except for security information, nonpublic and protected nonpublic data not about individuals becomes public 10 years after it was created or received by the City unless harm to the data subject outweighs benefit to the public. (M.S. § 13.03, subd. 8)

3.1 People Entitled to Access Public Data. Any person has the right to view or inspect public data and to ask for an explanation of what it means. A person does not need to give their name or explain why they are requesting the data, unless a specific law allows the City to ask for that information.

Anyone may also request a copy of public data, unless the information is copyrighted and the City does not have written permission to copy or distribute it.

3.2 Copyrighted Public Data. Public data that is copyrighted may be viewed at no cost. However, unless the City has written permission from the copyright holder, copies cannot be made, scanned, or emailed. This follows U.S. copyright law (Title 17, U.S. Code).

3.3 Form of Request (Public Data). Requests may be made in person, by email, or in writing. People are encouraged to use the City's online data request form, but it is not required. To help staff respond efficiently, requests should:

- Clearly state that the request is under the Minnesota Government Data Practices Act (not the federal Freedom of Information Act),
- Indicate whether the requester wants to inspect the information or receive copies of it,
- Include enough detail to locate the data, and
- Provide contact information in case clarification is needed.

If a request is unclear or is missing important details, the City may need additional time or may not be able to respond.

3.4 Verifying Authorization (Public and Copyrighted Data). The City cannot require a person to show identification to view or obtain copies of public data. However, identification may be requested if it is needed to fill the request or verify payment. Contact information may be requested if it is needed to clarify the request or provide the data.

If the request involves copyrighted materials and the copyright holder has given permission to release copies, the City must verify that the requester is allowed to receive them. Staff will verify identity as described in M.S. § 358.57, which includes:

- Personal knowledge of the requestor's identity,
- Seeing a current, valid photo ID like a driver's license, passport, or state ID card, or
- Having someone else confirm the requester's identity in person as long as they have personal knowledge of the requestor's identity and can show valid ID.

The City may require additional information or identification credentials as necessary to satisfy these requirements.

3.5 Form of Copies (Public Data). The City will, on request, provide copies of public data in electronic form if the data is already stored electronically and a copy can reasonably be made in that format. For example, if public data is stored in an operational software system but can be exported to Excel or PDF using built-in tools, it is reasonable to provide the data in that format. However, the City is not required to convert data to a different program or format, or provide data in a way that requires special software, technical expertise, or significant staff time. Copy fees will be charged according to the City's fee schedule.

3.6 Time Limits. If copies of public data cannot be made at the time of the request, the City must

provide them as soon as reasonably possible. If the data cannot be provided immediately, the City may ask the requester to return later or schedule a time to inspect or pick up the data. This must be done within a reasonable timeframe and must not cause unnecessary delays. The City may suspend its response to a data request if the requester fails to inspect or collect the data within five days of being notified of its availability.

The City will notify the requester when the data is ready. If the requester does not respond, schedule an inspection, or pick up the data within a reasonable time, the City will consider the request withdrawn. Before closing a request due to nonresponse, staff must:

- Make at least two documented, good faith attempts to contact the requester using the contact information provided,
- Record each contact attempt and the date the request is closed, and
- Notify the Responsible Authority that the request has been closed because the requester did not respond.

3.7 Fees. Anyone may inspect or view public data at no cost during regular business hours at New Brighton City Hall and the New Brighton Public Safety Center. Appointments are recommended to ensure availability of the data. Fees will only be charged if the person requests a copy or an electronic version of the data. Fees are based on the City's current fee schedule and may not include the time it takes to separate public from non-public data. Fees are set annually by ordinance.

3.8 Accessibility of Records. When a person with a disability requests records, the City will provide access within a reasonable time and in a way that follows state and federal disability laws. The City will make reasonable changes to its policies, practices, and procedures to ensure that people with disabilities have equal access to records. This requirement does not apply to:

- Technology bought or made before January 1, 2013, unless it was significantly updated after that date,
- Records that cannot be made accessible without causing an undue burden, as defined by M. S. § 16E.015, subdivision 4, and
- Situations covered differently by M. S. Chapter 16E.

4.0 ACCESS TO PRIVATE AND CONFIDENTIAL DATA ON INDIVIDUALS

Minnesota law classifies information about people as public, private, or confidential. These classifications affect how the City collects, uses, stores, and shares this type of data. A chart in Section 3.0 explains the differences between each classification and who can access them. Appendix A of this policy lists the types of private and confidential data the City maintains.

4.1 Who Can Access Private Data. While public data about a person can be shared with anyone for any reason, private data can only be shared with:

- The person the data is about. This access is limited to once every six months unless a dispute has been raised or new data has been added,
- City employees and City officials whose job duties require access to the data,
- Someone who has written permission from the person the data is about, and
- People who are authorized to access the data under state or federal law or by a court order may receive it; however, a subpoena alone is not a court order and does not permit the release of private or confidential data.

4.2 Who Can Access Confidential Data. Confidential data is more restricted. Members of the public and the person the data is about cannot access it. It can only be shared with:

- City employees and officials whose job duties require access to the data, and
- People who are authorized to access the data under state or federal law or by a court order may receive it; however, a subpoena alone is not a court order and does not permit the release of private or confidential data.

4.3 Form of Request (Private Data). Requests to access private must be made in writing. This allows the City to verify the requester's identity and keep a record of the request. The Responsible Authority will provide a form to help with written requests. This form is available in Exhibit 3 of this policy and on the City's website.

Individuals may also submit a written request as long as it includes:

- Whether the requester wants to inspect the data or receive copies,
- Enough detail to identify the specific data being requested,
- Contact information in case clarification is needed, and
- Proof of identity to verify they are authorized to access the data.

If a request is missing key information or identity cannot be verified, staff may need additional time to respond or may not be able to fulfill the request.

4.4 Verifying Authorization (Private Data). When private or confidential data is requested, any City staff member processing the request must verify that the requester is entitled to access the data. Identity must be verified using the methods described in M.S. § 358.57, which include:

- Personal knowledge of the requester's identity,
- Viewing a valid, government-issued photo ID such as a driver's license, state ID card, or passport, or
- Having someone else confirm the requester's identity in person as long as they have personal knowledge of the requestor's identity and can show valid ID.

Staff may request additional identification or documentation as needed to meet these requirements.

4.5 Time Limits. If copies of private data about the requestor cannot be made at the time of the request, City staff must provide them within ten (10) business days. If the data cannot be provided immediately, City staff may ask the requester to return later or schedule a time to inspect or pick up the data. This must be done within a reasonable timeframe and must not cause unnecessary delays.

Staff will notify the requester when the data is ready. The City may suspend its response to a data request if the requestor fails to inspect or collect the data within five days of being notified of its availability. If the requester does not respond, schedule an inspection, or pick up the data within a reasonable time, staff may consider the request withdrawn. Before closing a request due to nonresponse, staff must:

- Make at least two documented, good faith attempts to contact the requester using the contact information provided,
- Record each contact attempt and the date the request is closed, and
- Notify the Responsible Authority that the request has been closed because the requester did

not respond.

4.6 Fees. Anyone may request to inspect or view private data that is about them at no cost during regular business hours at New Brighton City Hall and the New Brighton Public Safety Center. Appointments are recommended to ensure availability of the data. Fees will only be charged if the person requests a copy or an electronic version of the data. Fees are based on the City's current fee schedule and may not include the time it takes to separate public from non-public data. Fees are set annually by ordinance.

4.7 Summary Data. Summary data refers to statistics or reports created from information about individuals. These reports do not include names or any details that could identify someone. Summary data made from private or confidential information, is classified as public data. The City will prepare summary data if:

- The request for summary data is submitted in writing,
- There is sufficient staff available to complete the work, and
- The requestor has paid the estimated cost of preparing it.

The City will provide the requester with an estimated cost and timeline for the work. Payment must be received before staff will begin preparing summary data. If the summary data cannot be ready within the timeline provided, the City will notify the requester with an updated timeline and explanation.

Summary data may be made by removing or hiding personal details, deleting parts of records with identifying information, creating spreadsheets, or using other reasonable methods.

The Responsible Authority may ask an outside person or agency to prepare summary data at the expense of the requestor as long as the contractor agrees to keep the private or confidential information confidential in accordance with M.S. § 13.05 subds 6 and 7.

4.8 Accessibility of Records. When a person with a disability requests records, the City will provide access within a reasonable time and in a way that follows state and federal disability laws. The City will make reasonable changes to its policies, practices, and procedures to ensure that people with disabilities have equal access to records. This requirement does not apply to:

- Technology bought or made before January 1, 2013, unless it was significantly updated after that date,
- Records that cannot be made accessible without causing an undue burden, as defined by M.S. § 16E.015, subdivision 4, and
- Situations covered differently by M. S. Chapter 16E.

4.9 Records of Minors and Incapacitated Persons. This section applies to private data about individuals under the age of 18 and individuals legally defined as incapacitated under M.S. § 524.5-102, subdivision 6.

4.9.1 Access by Parents and Guardians. In most cases, a parent or legal guardian may access private data about their minor child or the individual for whom they are the legal guardian. "Parent" includes biological or adoptive parents, court-appointed legal guardians, or individuals acting in the role of a parent or guardian when no legal guardian is available. A parent or guardian is presumed to be entitled to access unless:

- The minor or incapacitated individual asks the Responsible Authority to withhold the

- data, and
- The Responsible Authority determines that withholding the data is in the individual's best interest, or
- A state or federal law, court order, or other legally binding document restricts the parent's right to access the data.

4.9.2. Verifying Authorization (Parents and Guardians). Before private data is released, the City must verify that the requester is entitled to access it. A parent or guardian must:

- Confirm their identity through one of the methods outlined in section 4.3 of this policy; and
- Provide documentation confirming their legal authority, such as:
 - A certified birth certificate naming the requester as the parent of a minor,
 - A court order establishing legal guardianship, or
 - Other legal documentation showing they are acting as a parent or guardian in the absence of a legal guardian.

4.9.3. Denial of Access. The Responsible Authority may deny access to a parent or guardian if the individual submits a written request explaining why the data should be withheld and the Responsible Authority determines that withholding the data is in the individual's best interest. In making this determination, the Responsible Authority will consider:

- Whether the individual is mature enough to explain their reasons and understand the consequences,
- Whether denying access may protect the individual from physical or emotional harm,
- Whether there are reasonable grounds supporting the request, and
- Whether the data involves medical, dental, or other health services covered under M.S. §§ 144.341 to 144.347. If so, access may be denied unless withholding the data would seriously harm the individual's health.

Access may also be denied without a request from the individual if allowed or required under M.S. § 144.335 or any other applicable state or federal law.

4.9.4. Notice Requirement. Before collecting private data from a minor or incapacitated individual, staff must notify them that they may request to withhold the data from a parent or guardian.

4.10 Safe at Home Program Participant Data. The City must take extra steps to protect data about individuals who participate in the Safe at Home address confidentiality program under Minnesota Statutes Chapter 5B. This program is designed to help people who fear for their safety, including survivors of domestic violence, stalking, or similar threats, by keeping their physical address private.

If a participant provides notice of certification under the program:

- The City must accept the designated address provided by the Secretary of State as the person's official address, even when a physical address is normally needed,
- Staff must not disclose any private identity or location data protected by the program, except when required by law, such as a court order or emergency services, and
- These protections apply to identity data (such as name, phone number, email, or government ID numbers) and location data (such as home, work, or school addresses).

Staff must comply with all additional requirements in M.S. § 13.045. When in doubt, contact the Responsible Authority before collecting, using, or sharing any information related to a Safe at Home participant.

5.0 ACCESS TO PRIVATE DATA ON DECEDENTS

Private data on decedents is information that was classified as private by law before the person died. Confidential data on decedents is information that was classified as confidential before the person died. Appendix A of this policy lists the types of private and confidential data the City keeps.

Usually, data about people who have died is treated the same as data about people who are alive. However, unlike data about living people, private and confidential data about decedents becomes public 30 years after the data was created and 10 years after the person's death, according to M.S. § 13.10, subdivision 2. A person is assumed to be dead if either 90 years have passed since the data was created or since the person was born, whichever is earlier. The City will not assume someone is deceased if it has clear information that the person is still alive.

5.1 Verifying Authorization (Representative of Decedent) A representative of the decedent has the same rights to access data that the person had when alive. A "representative" means the person legally managing the decedent's estate, such as a personal representative. If there is no personal representative, or after they are done, the "representative" is the surviving spouse, a child, or if there is no spouse or children, the decedent's parents.

Before sharing private or confidential data about a decedent, the City must be sure the person asking for the data is allowed to see it. The representative must:

- Prove their identity using one of the ways listed in section 4.3 of this policy, and
- Show legal papers that prove they are the representative. This may include:
 - Official documents naming them as the personal representative of the estate,
 - Proof they are the surviving spouse or a child (like a marriage or birth certificate), or
 - Other legal papers showing they have the right to act for the decedent's estate.

6.0 ACCESS TO DATA NOT ON INDIVIDUALS

This section applies to data that is not about individuals, such as information related to businesses, properties, contracts, and City operations. Under Minnesota law, this data may be classified as public, nonpublic, or protected nonpublic. A classification chart is provided in Section 3.0 of this policy.

6.1 Public Data Not About Individuals. Public data not about individuals is handled the same way as public data about individuals. City staff must follow the procedures in Section 3.0 when responding to requests for this type of data.

6.2 Nonpublic Data Not About Individuals. Nonpublic data not about individuals may only be accessed or shared with:

- An authorized representative of the entity the data is about (limited to once every six months unless a dispute has arisen or new data has been collected),
- A person with written consent from that representative,
- City employees, officials, or other government agencies whose job responsibilities reasonably

require access, and

- People who are authorized to access the data under state or federal law or by a court order may receive it; however, a subpoena alone is not a court order and does not permit the release of nonpublic or protected nonpublic data.

6.3 Protected Nonpublic Data Not About Individuals. Protected nonpublic data may not be shared with members of the public or with the data subject. City staff may share this data only with:

- City employees and officials whose job responsibilities reasonably require access, and
- People who are authorized to access the data under state or federal law or by a court order may receive it; however, a subpoena alone is not a court order and does not permit the release of nonpublic or protected nonpublic data.

6.4 Form of Request (Nonpublic Data). Requests to access nonpublic data must be made in writing so the City can verify and document the requester's identity and authorization. The Responsible Authority will provide a form to help with written requests. This form is available in Exhibit 3 of this policy and on the City's website.

Individuals may also submit a written request as long as it includes:

- Whether the requester wants to inspect the data or receive copies,
- Enough detail to identify the specific data being requested,
- Contact information in case clarification is needed, and
- Proof of identity to verify they are authorized to access the data.

If a request is missing key information or their authorization cannot be verified, City staff may need additional time to respond or may not be able to fulfill the request.

6.5 Verifying Authorization (Nonpublic Data). When someone asks for nonpublic data, the City staff member processing the request must make sure the person is allowed to see it. This means checking both their identity and their connection to the organization, business, or group the data is about.

To prove who they are, the requester must use one of the methods in Section 4.3 of this policy.

To prove they are allowed to get the data, the requester must provide documents showing they represent the organization, business, or other entity such as:

- A partnership agreement, or other official corporate paperwork that lists the requester by name as an owner, partner, or shareholder of the entity,
- A letter on company letterhead signed by an officer of the business, or
- Other legal documents that clearly show they are an agent, partner, owner, shareholder, or officer of the organization.

Staff may ask for more information if needed to confirm the requester has the right to see the data.

6.6 Time Limits. If copies of nonpublic or protected nonpublic data cannot be made at the time of the request, staff must provide them as soon as reasonably possible. If the data cannot be provided immediately, staff may ask the requester to return later or schedule a time to inspect or pick up the data. This must be done within a reasonable timeframe and must not cause unnecessary delays.

City staff will notify the requester when the data is ready. The City may suspend its response to a data request if the requester fails to inspect or collect the data within five days of being notified of its availability. If the requester does not respond, schedule an inspection, or pick up the data within a reasonable time, staff may consider the request withdrawn. Before closing a request due to nonresponse, City staff must:

- Make at least two documented, good faith attempts to contact the requester using the contact information provided,
- Record each contact attempt and the date the request is closed, and
- Notify the Responsible Authority that the request has been closed because the requester did not respond.

6.7 Fees. Nonpublic data may be shown to authorized individuals during regular business hours at New Brighton City Hall or the New Brighton Public Safety Center at no cost. Appointments are recommended to ensure availability of the data. Fees will only be charged if the person requests a copy or an electronic version of the data. Fees are based on the City's current fee schedule and may not include the time it takes to separate public from non-public data. Fees are set annually by ordinance.

6.8 Changes in Classification of Nonpublic and Protected Nonpublic Data. Under M.S. § 13.03, subd. 8, nonpublic and protected nonpublic data, except for security information, becomes public ten years after it was created or received by the City. However, the Responsible Authority may deny access if releasing the data would cause more harm than good. If someone challenges that decision, a district court will review the data privately and decide whether it must be released.

City staff will always check the current data classification when responding to a data request. Even if the data was nonpublic when it was collected, it may now be public. Separately, staff will also manage data based on its current classification. This applies to how the data is stored, protected, shared, or destroyed. When working with older nonpublic data, staff will check with the Responsible Authority to confirm whether the data has become public.

6.9 Accessibility of Records. When a person with a disability requests records, the City will provide access within a reasonable time and in a way that follows state and federal disability laws. The City will make reasonable changes to its policies, practices, and procedures to ensure that people with disabilities have equal access to records. This requirement does not apply to:

- Technology bought or made before January 1, 2013, unless it was significantly updated after that date,
- Records that cannot be made accessible without causing an undue burden, as defined by M.S. § 16E.015, subdivision 4, and
- Situations covered differently by M.S. Chapter 16E.

7.0 TEMPORARY CLASSIFICATION

If the City collects or creates data that is not clearly classified by law but may need protection, the City may request a temporary classification. The Responsible Authority may apply to the Commissioner of the Minnesota Department of Administration to temporarily classify the data as private, confidential, nonpublic, or protected nonpublic. This classification would apply to the City of New Brighton and may also apply to other government entities. Any request for temporary classification must follow the process outlined in M.S. § 13.06.

If City staff encounter data that appears to lack a clear classification but may require protection, they must notify the Responsible Authority to determine whether a temporary classification request is appropriate.

8.0 DENIAL OF ACCESS

The City will inform the requester if data access is denied. Notification will be given verbally when the request is made or in writing soon afterward. The City will clearly state the legal basis for the denial, including the specific statute or rule. If the requester asks, the City will provide a formal written denial that includes this legal information.

9.0 COLLECTION OF DATA ON INDIVIDUALS

The City collects and stores information about individuals only when it is necessary to manage or carry out a program or activity that is specifically authorized by state law or the City Council, or required by federal law.

The City will not collect, keep, use, or share private or confidential data about individuals for any reason other than those stated at the time the data is collected, unless an exception in state law applies. Under state law, private or confidential data may be used or shared for a new purpose only if:

- The individual gives informed consent,
- A specific state, federal, or local law allows or requires it, or
- The Commissioner of Administration has approved the new use or sharing as necessary to carry out a legal duty.

Private or confidential data may also be shared at a public meeting in limited situations, as allowed under M.S. § 13D.05.

9.1 Privacy Notices (Tennessee Warnings.) When the City asks someone to provide private or confidential information about themselves, that person must be given a privacy notice, also known as a Tennessee Warning. This notice must explain:

- Why the City is collecting the information and how it will be used,
- Whether the person is legally required to provide the information or may choose not to,
- What may happen if the person does or does not provide the information, and
- Who else is legally allowed to access the information.

The privacy notice may be a separate document or included on the same form used to collect the information. The format must be clear and understandable to the person receiving it.

A Tennessee warning is not required in the following situations:

- When a law enforcement officer is collecting investigative data,
- When the subject of the data is not an individual (such as a business or organization),
- When the person volunteers information that the City did not ask for,
- When the request is for information about someone else,
- When the City receives information about a person from someone else, or
- When the information being requested is classified as public data.

9.2 Electronic Access Data and Cookies. When the City provides online services or information through its website or public-facing software, those systems may collect electronic access data or use cookies. In accordance with Minnesota law (M.S. §13.15), the City will ensure that required notices are included in any online service or software that collects data from the public. This includes programs used for billing, service requests, registration, or other transactions. The notice will:

- Inform the user that the system collects electronic access data or uses cookies,
- Explain how the data will be used and shared, and
- Be provided before the user is required to submit any personal information.

Individuals must be allowed to use City online services even if they refuse cookies. The only exception is temporary session cookies, which are small pieces of data stored only while a web browser or app is open and are deleted when it closes. These temporary cookies may be necessary for the service to work properly during that session and cannot be refused.

9.3 Data Quality Procedures. All City employees who collect, create, maintain, or manage data are responsible for ensuring the accuracy, completeness, and timeliness of the records they handle. The City is committed to maintaining reliable and current data on individuals, including employees. To support this, city staff will:

- Collect only the information necessary to carry out the City's responsibilities,
- Collect personal information directly from the individual when possible, rather than from third parties, and
- Let individuals know they have the right to:
 - Review the data the City holds about them, and
 - Challenge any part they believe is inaccurate or incomplete.

Forms used to collect data will focus on clear, objective questions and avoid subjective or opinion-based entries unless those are necessary for the purpose. Staff who collect personal data will regularly review forms to update, clarify, or remove items that are unclear, unnecessary, or open to misinterpretation.

Additionally, City staff will periodically review sample records to ensure the data remains reliable and up to date. All records must be managed and disposed of in accordance with the State of Minnesota General Records Retention Schedule.

10. CHALLENGE TO DATA ACCURACY OR COMPLETENESS

Individuals who are the subject of public or private data have the right to challenge the accuracy or completeness of the data the City keeps about them. City staff who receive these requests must promptly forward them to the Responsible Authority.

The Responsible Authority will respond in writing within 30 days of receiving the request and will:

- Correct any data that is incorrect or incomplete and, when possible, notify past recipients of the corrected data, including those named by the individual; or
- Inform the individual that the data is correct as it is.

If the individual does not agree with the Responsible Authority's decision, they can appeal to the Commissioner of the Minnesota Department of Administration which uses the contested case process

under Minnesota law (Chapter 14). The Responsible Authority will follow any correction orders from the Commissioner.

11.0 DATA PROTECTION AND BREACH NOTIFICATION

11.1 Data Safeguards. The City is responsible for protecting private and confidential information in its care. To meet this responsibility:

- Private and confidential data must be stored securely in locations or systems that are not accessible to unauthorized persons.
- Private and confidential information must generally remain on City premises unless it is necessary to take it off-site for official City business.
- City staff who have an approved remote work agreement with their supervisor are responsible for securely protecting any private or confidential information they access while working remotely.

Only authorized employees whose job duties reasonably require access to private or confidential data may access it. These employees are responsible for:

- Not discussing, sharing, or disclosing private or confidential information with anyone who is not authorized to see it, including other City employees or officials without a legitimate work-related need.
- Keeping sensitive data out of view from unauthorized individuals.

11.2 Data Retention and Disposal. All City records, regardless of classification, must be managed and disposed of according to the State of Minnesota General Records Retention Schedule. Timely disposal of records at the end of their retention period helps maintain an efficient, secure data environment by reducing unnecessary data storage, reducing legal risk, and simplifying data management.

City staff are responsible for ensuring records are properly reviewed and disposed of in compliance with the retention schedule.

11.3 Third-Party Contractor Data Privacy Obligations. When a contract requires a third party to access private or confidential information, the contract must include specific language, such as the sample provided in Exhibit 4, requiring the contractor to comply with M.S. § 13.05, subdivision 6. This law mandates that contractors protect and manage the data with the same level of care as the City, following all legal rules for access, use, and security.

11.4 Artificial Intelligence (AI) and Data Privacy. The City recognizes the growing role of Artificial Intelligence (AI) tools and technologies in supporting government services. When using AI, City employees must comply with all applicable data privacy laws and City policies, including the Minnesota Government Data Practices Act (MGDPA).

11.4.1 Data Privacy and Security. When entering data into AI platforms, City staff will:

- Be knowledgeable about data classifications and enter only public data,

- Avoid sharing sensitive data that may result in unauthorized disclosure and legal risks, as many AI platforms retain submitted data to improve their systems,
- Treat AI-generated data according to the same rules for access, use, and security as other data, and
- All records created with AI assistance will be retained according to the General Records Retention Schedule for Minnesota Cities.

11.4.2 Data Quality and Accuracy. The City may use AI tools to assist with work involving public data. However, staff are still responsible for making sure the results are accurate, fair, and follow the law. Any information or documents created with AI must be carefully reviewed before they are used or shared.

11.5 Data Breach Definition and Response. A data breach means unauthorized acquisition or access to private or confidential government data that compromises its security or classification. Authorized access by City employees or contractors acting within their roles is not a breach.

Upon discovery or notification of a breach involving private or confidential data, the City will:

- Investigate promptly to determine scope and impact,
- Notify affected individuals as soon as reasonably possible, except when delayed by law enforcement for active investigations,
- Provide written notification by mail, email, or substitute methods consistent with state law, including information on how to request an investigation report, and
- Notify consumer reporting agencies if more than 1,000 individuals are affected.

11.5.1 Breach Investigation Report. After investigation and resolution of disciplinary action (if applicable), the Responsible Authority or IT Manager will prepare a written report including:

- Type of data involved,
- Number of individuals affected,
- Names of employees responsible (except when protected), and
- Disciplinary outcomes.

This report will be available to affected individuals upon request.

11.6 Annual Security Assessments. In accordance with M.S. § 13.055, subd. 6, the City will conduct an annual comprehensive security assessment of all personal information it maintains. This assessment will go beyond IT systems and will include administrative, technical, and physical safeguards related to how personal data is collected, stored, accessed, shared, and destroyed. Specifically, the assessment will review whether:

- Access to private and confidential data is properly limited,
- Physical and digital safeguards are in place,
- Staff are trained in data protection practices,
- Records are managed and disposed of according to the retention schedule, and
- Practices meet the requirements of the Minnesota Government Data Practices Act.

The Responsible Authority will coordinate this assessment with IT and department managers and will document findings, recommendations, and follow-up actions.

Exhibits

EXHIBIT 1

Data Practices Designees

The Minnesota Government Data Practices Act sets the rules for how government data is collected, managed, and shared. In general, all data collected and kept by the City of New Brighton ("City") is considered public. This means anyone can look at it or get copies, unless the data is classified as Private, Confidential, Nonpublic, or Protected Nonpublic under federal or state law, or by a temporary classification.

The New Brighton City Council has assigned the following people, or anyone who holds the same job title in the future, to manage and respond to official data requests. While staff in each department may help with data requests as directed, all official requests must be sent to one of the designated individuals listed below.

Data Practices Responsible Authority:

City Clerk Terri Spangrud
New Brighton City Hall; 803 Old Highway 8 NW; New Brighton, MN 55112
Phone: (651) 638-2045
Fax: (651) 638-2044
Email: terri.spangrud@newbrightonmn.gov

Data Practices Compliance Official:

Communication Specialist / Deputy Clerk Mathew Stephens
New Brighton City Hall; 803 Old Hwy 8 NW; New Brighton MN 55112
Ph: 651-638-2054
Fax: 651-638-2044
Email: mathew.stephens@newbrightonmn.gov

Data Practices Designee:

Public Safety Administrative Services Support Manager Gina Krahn
New Brighton Public Safety Center; 785 Old Hwy 8 NW; New Brighton MN 55112
Ph: 651-288-4104
Fax: 651-288-4101
Email: gina.krahn@newbrightonmn.gov

EXHIBIT 2

Fees for Copies

ADMINISTRATIVE FEES:

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

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



DATA REQUEST FORM

Request date: _____

NOTE: When requesting public data, you do not have to provide any contact information. However, if you want data mailed to you, we will need your current mailing address. If you want data emailed to you, we will need your email address. If we do not understand your request, we will not be able to begin processing your request until you provide clarifying information. When requesting data classified as private or nonpublic data, you will be asked to show that you are authorized to access the private or nonpublic data in the City's possession using the accepted documentation found in sections 4.4 and 6.5 of the City's Internal Data Policy.

The data I am requesting is:

(Describe the data you are requesting as specifically as possible with applicable details such as property address, names, dates, etc..)

I am requesting access to data in the following way*:

- ☐ Inspection (Free in person at City Hall by appointment)
- ☐ Paper Copies
- ☐ Electronic Copies
- ☐ Both inspection and copies

Contact information:

Name: _____

Phone number: _____

Email: _____

Address: _____

INTERNAL USE ONLY:

Classification of Data Requested:

- | | |
|---|--|
| ☐ Public | ☐ Private or Nonpublic** |
| ☐ Confidential or Protected Nonpublic ** | ☐ Mixed Classifications** |

** Please consult with the Compliance Official or Responsible Authority prior to release.

Verification of Authorization to Access Private Data

Staff must confirm the requestor is authorized to access the data before release. Individuals who do not exercise their data practices rights in person must provide either notarized or certified copies of the documents that are required or an affidavit of ID.

Section A: Identity Verification. Check one:

- ☐ Staff has personal knowledge of requestor's identity
- ☐ Requestor presented valid, government-issued photo ID
- ☐ Requestor's identity was verified by a third party. Attach notarized acknowledgment.

Staff name: _____ Date: _____

Section B: Verification of Legal Authorization

Complete this section in addition to Section A if the requestor is NOT the subject of the data.

Relationship to data subject:

- ☐ Parent
- ☐ Legal guardian
- ☐ Acting guardian (no legal guardian available)

Documentation provided (check all that apply):

- ☐ Certified birth certificate
- ☐ Court order of guardianship
- ☐ Other legal documentation (describe): _____

Staff name: _____ Date: _____

EXHIBIT 4

Data Practices Provision for Contracts

Data Practices Compliance: Contractor will have access to data collected or maintained by the City to the extent necessary to perform Contractor's obligation under this contract. Contractor acknowledges that, pursuant to Minnesota Statutes Section 13.05, subdivision 11, all of the data created, collected, received, stored, used, maintained or disseminated by Contract in performing the contract are subject to the requirements of the Minnesota Government Data Practices Act (the Act), Minnesota Statutes Chapter 13. Contractor is required to comply with the requirements of the Act as if it were a government entity. Contractor acknowledges that the remedies provided in Minnesota Statutes Section 13.08 apply to Contractor with respect to such data. Contractor will notify the City of all requests for data that Contractor receives. Contractor agrees to defend and indemnify the City from any claim, liability, or damage that results from Contractor's violation of the Act or this section of the contract. Upon termination of this contract, Contractor agrees to return data to the City as requested by the City. The obligations of this section of the contract, including the obligation to defend and indemnify the City, shall survive the termination of this Contract and shall continue so long as the data exists.

EXHIBIT 5

Privacy Notice (Tennessee Warning) Template

Some or all of the information that you are asked to provide on the attached form is classified by State law as either private or confidential. Private data is information that generally cannot be given to the public but can be given to the subject of the data. Confidential data is information that generally cannot be given to either the public or the subject of the data.

Our purpose and intended use of this information is: _____

You ____ are/ ____ are not legally required to provide this information.

If you refuse to supply the information, the following may happen:

Other persons or entities authorized by law to receive this information are:

EXHIBIT 6

Privacy Notice (Tennessen Warning) Sample

It is the City of New Brighton's responsibility to inform potential employees of their privacy rights. Please carefully read the Privacy Notice / Tennessen Warning provided below. Sign and date the form and return it with your application. Your signature indicates that you have received information regarding your rights as they pertain to the Minnesota Government Data Practices Act.

In accordance with the Minnesota Government Data Practices Act, the City of New Brighton is required to inform you of your rights as they relate to the private information collected from you. Private data is information that is available to you, but not to the public; the personal information we collect about you is private. Minnesota Statutes Sections 13.04 and 13.43 are two sections that govern what affects you as an applicant for employment at the City of New Brighton. All data collected is considered private except for the following:

- Your Veteran's Status
- Relevant test scores
- Your job history
- Your education and training
- Your work availability

Your name is considered to be private information; however, if you are selected to be interviewed as a finalist, your name becomes public information.

The data supplied by you may be used for such other purposes as may be determined to be necessary in the administration of personnel policies, rules, and regulations of the City of New Brighton. Furnishing social security numbers is voluntary for applicants to the City of New Brighton, but refusal to supply other requested information would mean that your application for employment might not be considered.

Private data is available only to you, appropriate city employees, and others as provided by state and federal laws who have a bona fide need for the data. Public data is available to anyone requesting it and consists of all data furnished in the application for employment that is not designated in this notices as private data.

The information you give about yourself is needed to identify you and to assist the City of New Brighton in determining your suitability for the position for which you are applying.

I have read and understand the information given above regarding the Minnesota Data Practices Act.

Applicant Signature

Date



CONSENT TO RELEASE PRIVATE DATA

I, _____, authorize the City of New Brighton ("City") to
(print name)

release the following private data about me: _____

to the following person(s) or entity(ies):

The person(s) or entity(ies) receiving the private data may use it only for the following purpose or purposes:

I understand that my records are protected under state privacy regulations and cannot be disclosed without my consent unless otherwise provided for by law. I also understand that I may cancel this consent at any time prior to the information being released and that in any event this consent expires automatically one year after signing. By signing this document, I give my full and voluntary consent to the City to release the above-listed data to the persons identified in this release, and I waive any and all claims against the City for the disclosure of private data about me in accordance with this document.

Signature

Signature of parent or guardian
(if data subject is under 18 years of age)

Section A: Verification of Identity:

- ☐ Staff has personal knowledge of requestor's identity
- ☐ Requestor presented valid, government-issued photo ID
- ☐ Requestor's identity was verified by a third party. Attach notarized acknowledgment.

Section B: Verification of Legal Authorization for Parents / Guardians

- ☐ Certified birth certificate
- ☐ Court order of guardianship
- ☐ Other legal documentation (describe): _____

Staff name: _____ Date: _____

EXHIBIT 8

NOTICE TO PERSONS UNDER AGE 18 SAMPLE

Some of the information you are asked to provide is classified as private under State law. You have the right to request that some or all of the information not be given to one or both of your parents/legal guardians. Please complete the form below if you wish to have information withheld.

Your request does not automatically mean that the information will be withheld. State law requires the City to determine if honoring the request would be in your best interest. The City is required to consider:

- Whether you are of sufficient age and maturity to explain the reasons and understand the consequences,
- Whether denying access may protect you from physical or emotional harm,
- Whether there is reasonable grounds to support your reasons, and
- Whether the data concerns medical, dental, or other health service provided under Minnesota Statutes Sections 144.341 to 144.347. If so, the data may be released only if failure to inform the parent would seriously jeopardize your health.

NOTICE GIVEN TO: _____ DATE: _____

BY: _____
(name) (title)

REQUEST TO WITHHOLD INFORMATION SAMPLE

I request that the following information:

Be withheld from: _____

For these reasons: _____

Date: _____ Print name: _____

Signature: _____

APPENDIX A



PRIVATE, CONFIDENTIAL, NONPUBLIC, AND PROTECTED NONPUBLIC DATA MAINTAINED BY THE CITY OF NEW BRIGHTON

This inventory is prepared in accordance with Minnesota Statutes, section 13.025, subdivision 1, which requires government entities to maintain a description of each category of private or confidential data on individuals. It includes the types of data the City collects, holds, or processes that are classified as nonpublic, private, confidential, or protected nonpublic under the Minnesota Government Data Practices Act (MGDPA).

The data types are grouped into the following categories for convenience: General; Administration; Community Development; Personnel; Parks and Recreation; and Public Safety. These categories are intended to help locate data types easily, but do not imply that data is stored or managed only in one department. For example, Personnel data may be used or maintained by more than one City department.

The City updates this inventory annually and makes it available to the public, as required by law.

GENERAL

Bids, Quotations, and Requests for Proposals

CLASSIFICATION(S): Private/Nonpublic/Not public/Public

GOVERNING STATUTE: Minn. Stat. §§ 13.591, subd. 3(b), 13.37.

DESCRIPTION OF DATA: Data submitted by a business to the City in response to a request for proposals is not public data until the responses are opened. Once the responses are opened, the name of the responder is public. All other data in a response to a request for proposal are private or nonpublic data until completion of the evaluation process. After completion of the evaluation process, all remaining data submitted by responders are public with the exception of trade secret data as classified in Minnesota Statutes Section 13.37. If all responses to a request for proposals are rejected prior to completion of the evaluation process, all data, other than that made public at the response opening, remain private or nonpublic until a resolicitation of the requests for proposal results in the completion of the evaluation process or a determination is made to abandon the purchase. If rejection occurs after the completion of the evaluation process, the data remains public. If resolicitation of the proposals does not occur within one year of the proposal opening data, the remaining data become public.

Business Data

CLASSIFICATION(S): Private/Nonpublic/Public

GOVERNING STATUTE: Minn. Stat. § 13.591

DESCRIPTION OF DATA: Data submitted to the City by a business requesting financial assistance or a benefit financed by public funds are private or nonpublic data. The data becomes public when public financial assistance is provided or the business receives a benefit from the City, except that business plans, income and expense projections not related to the financial assistance provided, customer lists, income tax returns, and design, market and feasibility studies not paid for with public funds remain private or nonpublic.

City Attorney Records

CLASSIFICATION(S): Confidential

GOVERNING STATUTE: Minn. Stat. § 13.393

DESCRIPTION OF DATA: The use, collection, storage, and dissemination of data by the city attorney are governed by statutes, rules, and professional standards concerning discovery, production of documents, introduction of evidence, and professional responsibility. Data which is the subject of attorney-client privilege is confidential. Data which is the subject of the “work product” privilege is confidential.

Civil Investigative Data

CLASSIFICATION(S): Confidential / Protected Nonpublic/ Not public / Public

GOVERNING STATUTE: Minn. Stat. § 13.39

DESCRIPTION OF DATA: Data collected as part of an active investigation undertaken to commence or defend pending civil litigation, or which are retained in anticipation of pending civil litigation, with the exception of disputes where the sole issue is the City’s timeliness in responding to a data request.

Complaints

CLASSIFICATION(S): Public / Confidential

GOVERNING STATUTE: Minn. Stat. § 13.44.

DESCRIPTION OF DATA: The identities of individuals who register complaints concerning the use of real property are classified as confidential data.

Elected Officials Correspondence

CLASSIFICATION(S): Private / Public

GOVERNING STATUTE: Minn. Stat. § 13.601, subd. 2

DESCRIPTION OF DATA: Correspondence between individuals and elected officials is private data on individuals, but may be made public by either the sender or the recipient.

Financial Disclosure Statements

CLASSIFICATION(S): Public

GOVERNING STATUTE: Minn. Stat. § 13.601, subd. 1.

DESCRIPTION OF DATA: Financial disclosure statements of elected or appointed officials which, by requirement of the City, are filed with the City are public data on individuals.

Identity of Employees Making Complaints

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. §§ 181.932, subd. 2; 13.7905, subd. 5(b)

DESCRIPTION OF DATA: The identity of an individual who reports to any governmental body or law enforcement official a violation or suspected violation by the individual’s employer of any federal or state law or rule.

Internal Competitive Response

CLASSIFICATION(S): Private/Nonpublic

GOVERNING STATUTE: Minn. Stat. §§ 13.591, subd. 5, 13.37.

DESCRIPTION OF DATA: A bid or proposal to provide government goods or services that is prepared by the staff of a government entity in competition with bids or proposals solicited by the same government entity from the private sector or a different government entity from the private sector are classified as private or nonpublic until completion of the selection process or completion of the evaluation process at which time the data are public with the exception of trade secret data as defined and classified in Minnesota Statutes Section 13.37.

Internal Auditing Data

CLASSIFICATION(S): Confidential/Private/Protected Nonpublic/Public

GOVERNING STATUTE: Minn. Stat. § 13.392

DESCRIPTION OF DATA: Data, notes, and preliminary drafts of reports created, collected and maintained by the internal audit offices of the City or by person performing audits for the city and relating to an audit or investigation; data on an individual supplying information for an audit or investigation, under specified circumstances.

Personal Contact and Online Account Information

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. §§ 13.356, 13.04, subd. 2.

DESCRIPTION OF DATA: Data on an individual collected, maintained, or received by the City for notification purposes or as a part of a subscription list for the City's electronic periodic publications as requested by the individual. This data includes telephone numbers, e-mail addresses, Internet user names and passwords, Internet protocol addresses and any similar data related to the individual's online account or access procedures. This data may only be used for the specific purpose for which the individual provided the data. This data also does not include data submitted for purposes of making a public comment.

Pleadings

CLASSIFICATION(S): Public

GOVERNING STATUTE: Minn. Stat. § 13.03, subd. 12

DESCRIPTION OF DATA: Pleadings in a lawsuit by or against the City.

Safe at Home Program Participants

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. §§ 13.805 and 5B.07, subd. 1(b).

DESCRIPTION OF DATA: The name and address of a Safe at Home program participant that is maintained in connection with an active investigation or inspection of an alleged health code, building code, fire code, or city ordinance violation allegedly committed by a program participant.

Sealed Bids

CLASSIFICATION(S): Private / Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.37

DESCRIPTION OF DATA: Sealed bids, including the number of bids received, prior to opening.

Security Information

CLASSIFICATION(S): Private / Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.37

DESCRIPTION OF DATA: Data which if disclosed would be likely to substantially jeopardize the security of information possessions, individuals or property against theft, tampering, improper use, attempted escape, illegal disclosure, trespass, or physical injury (as determined by the Responsible Authority). This includes crime prevention block maps and lists of volunteers who participate in community crime prevention programs and their home and mailing addresses, telephone numbers, e-mail or other digital addresses, Internet communications services account information or similar account information, and global positioning system locations but this information may be disseminated to other volunteers participating in crime prevention programs.

Service Cooperative Claims Data

CLASSIFICATION(S): Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.203

DESCRIPTION OF DATA: Claims experience and all related information received from carriers and claims administrators participating in a group health or dental plan, including any long-term disability plan, offered through Minnesota service cooperatives to Minnesota political subdivisions and survey information collected from employees and employers participating in these plans and programs, except when the executive director of a Minnesota service cooperative determines that release of the data will not be detrimental to the plan or program, are classified as nonpublic data not on individuals.

Social Security Numbers

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. § 13.355

DESCRIPTION OF DATA: Social security numbers of individuals, or any part of a social security number.

State Auditor Data

CLASSIFICATION(S): Confidential/Protected nonpublic

GOVERNING STATUTE: Minn. Stat. § 6.715, subd. 5

DESCRIPTION OF DATA: Data relating to an audit conducted by the State Auditor's office and provided by the State Auditor for purpose of review and verification of the data, prior to publication of the final report of the audit.

Subscriptions / Sign-Ups

CLASSIFICATION(S): Public / Private

GOVERNING STATUTE: Minn. Stat. § 13.356

DESCRIPTION OF DATA: The telephone number, email address and internet user name, password, Internet protocol address, and any other similar data related to an individual's on-line account or access procedures are classified as private data.

Trade Secret Information

CLASSIFICATION(S): Private/Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.37

DESCRIPTION OF DATA: Data, including a formula, pattern, compilation, program, device, method, technique or process: (1) that was supplied by the affected individual or organization; (2) that is the subject of efforts by the individual or organization that are reasonable under the circumstances to maintain its secrecy; and (3) that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

Utility Disconnections

CLASSIFICATION(S): Private/Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.681, subd. 6 and 216B.0976, subd. 2

DESCRIPTION OF DATA: Data on customers provided to the City by a utility regarding disconnection of gas or electric service.

ADMINISTRATION

Absentee Ballot Applications

CLASSIFICATION(S): Public/Private

GOVERNING STATUTE: Minn. Stat. § 203B.04, 203B.06, 203B.12 and 203B.21

DESCRIPTION OF DATA: Names of voters requesting an absentee ballot and the paper or electronic application a voter submits to request an absentee ballot for an Election may not be made available for public inspection until after the close of voting on Election Day. This form also contains a voter's date of birth, MN driver's license or State ID number, last four digits of their social security number, phone number and email address, all of which are classified as private data elsewhere.

Absentee Ballots

CLASSIFICATION(S): Private/Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.37, 13.607, subd. 7 and 203B.12, subd. 7

DESCRIPTION OF DATA: Sealed absentee ballots before opening by an election judge are private. Names of voters submitting absentee ballots may not be made available for public inspection until the close of voting on Election Day.

Assessor's Data

CLASSIFICATION(S): Private/Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.51

DESCRIPTION OF DATA: Data contained on sales sheets from private multiple listing service organizations; income information on individuals used to determine eligibility of property for classification for class 4(d) under Minnesota Statutes Section 273.126; and specified data regarding income properties.

Attorney Opinions

CLASSIFICATION(S): Public/Private/Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.393 and 13.39

DESCRIPTION OF DATA: Official opinions of the City Attorney are classified in accordance with the subject matter of the opinion.

Automatic Payment Plan Authorization Forms

CLASSIFICATION(S): Public/Private

GOVERNING STATUTE: Minn. Stat. § 16D.06

DESCRIPTION OF DATA: Data received, collected, created, or maintained to collect debts are classified as private data on individuals.

Ballots

CLASSIFICATION(S): Public/Private

GOVERNING STATUTE: Minn. Stat. § 13.37, 204B.40

DESCRIPTION OF DATA: Absentee, completed, voted or rejected ballots are all classified as private data and may not be examined by anyone other than election judges and election officials performing authorized election activities or by individuals participating in an official audit or recount as authorized by the Secretary of State. Names of voters submitting absentee ballots may not be made available for public inspection until the close of voting on Election Day.

Business Energy Accountability

CLASSIFICATION(S): Nonpublic

GOVERNING STATUTE: Minn. Stat. §§ 13.681 and 216C.44, subd. 5

DESCRIPTION OF DATA: Data provided by a business on an inventory form for business energy use accountability.

Candidates for Election to City Council

CLASSIFICATION(S): Public / private

GOVERNING STATUTE: Op. Atty.Gen. No. 852, October 6, 2006; Advisory Opinion No. 05-036; Minn. Stat. § 13.607, subd. 8 and 204B.06, subd. 1b

DESCRIPTION OF DATA: Data created, collected or maintained about an individual candidate for election to the City Council is public. An affidavit of candidacy must state an address of residence and telephone number. The candidate may request that the address be classified as private data by certifying that a police report has been submitted or an order for protection has been issued in regard to the safety of the candidate or candidate's family.

Checks Received from Customers

CLASSIFICATION(S): Public/Private

GOVERNING STATUTE: Minn. Stat. § 16D.06

DESCRIPTION OF DATA: Data received, collected, created, or maintained to collect debts are classified as private data on individuals.

Computer Access Data

CLASSIFICATION(S): Private/Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.15

DESCRIPTION OF DATA: Data created, collected, or maintained about a person's access to the City's computer for the purpose of: (1) gaining access to data or information; (2) transferring data or information; or (3) using government services.

Credit Card Receipts

CLASSIFICATION(S): Public/Private

GOVERNING STATUTE: Minn. Stat. § 16D.06

DESCRIPTION OF DATA: Data received, collected, created, or maintained to collect debts are classified as private data on individuals.

Deferred Assessment Data

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. § 13.52

DESCRIPTION OF DATA: Data collected pursuant to Minnesota Statutes Section 435.193, which indicates the amount or location of cash or other valuables kept in the homes of applicants for deferred assessment.

Election Day Forms

CLASSIFICATION(S): Public/Private

GOVERNING STATUTE: Minn. Stat. § 204B.40 and 201.091

DESCRIPTION OF DATA: Various Election Day Forms which may include tally sheets, election judge oaths of office, certification of election judges, rosters, precinct books and printouts from the County, reconciliation forms are classified as private data.

Federal Contracts Data

CLASSIFICATION(S): Private/Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.35

DESCRIPTION OF DATA: All data collected and maintained by the City when required to do so by a federal agency as part of its contract with the City.

Lodging Tax Data

CLASSIFICATION(S): Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.495

DESCRIPTION OF DATA: Data, other than basic taxpayer identification data, collected from taxpayers under a lodging tax ordinance.

Municipal Bonds Register Data

CLASSIFICATION(S): Private / Nonpublic

GOVERNING STATUTE: Minn. Stat. §§ 13.202, subd. 12, 475.55, subd. 6

DESCRIPTION OF DATA: Data with respect to the ownership of municipal obligations.

Municipal Utility Customer Data

CLASSIFICATION(S): Public / Private / Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.685

DESCRIPTION OF DATA: Data on customers of municipal electric utilities are private data on individuals or nonpublic data. Data on customers of other municipal utilities are public.

Municipal Self-Insurer Claims

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. §§ 13.202, subd. 9(a), 471.617, subd. 5

DESCRIPTION OF DATA: Data about individual claims or total claims made by an individual under a self-insured health benefit plan of a municipality.

Recordings of Closed Meetings

CLASSIFICATION(S): Non-Public/Public

GOVERNING STATUTE: Minn. Stat. §§ 13D.05; and 13D.03

DESCRIPTION OF DATA: Recordings of closed meetings are non-public data. Recordings of meetings closed to discuss labor union negotiations shall become public after all labor contracts are signed by the governing body for the current budget period.

Registered Voter Lists

CLASSIFICATION(S): Confidential/Public

GOVERNING STATUTE: Minn. Stat. §§ 13.607, subd. 6; 201.091

DESCRIPTION OF DATA: Information contained in the master list of registered voters.

Security Service Data

CLASSIFICATION(S): Nonpublic/Private/Public

GOVERNING STATUTE: Minn. Stat. §§ 13.861, 13.37 and 13.82, subd. 2, 3 and 4.

DESCRIPTION OF DATA: Data collected, created, or maintained by a security service for the purpose of providing security services to the City.

Solid Waste Collector Customer Lists

CLASSIFICATION(S): Private/Nonpublic

GOVERNING STATUTE: Minn. Stat. §§ 13.7411, subd. 4 (c), 115A.93, subd. 5

DESCRIPTION OF DATA: Customer lists provided to the City by solid waste collectors.

COMMUNITY DEVELOPMENT

Appraisal Data

CLASSIFICATION(S): Confidential / Protected Nonpublic / Public

GOVERNING STATUTE: Minn. Stat. § 13.44, subd. 3

DESCRIPTION OF DATA: Appraisals made for the purpose of selling or acquiring land through purchase or condemnation. Data made confidential or protected nonpublic may, among other ways set forth in the statute, become public at the discretion of the City, determined by majority vote of the City Council.

Award Data

CLASSIFICATION(S): Private / Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.48

DESCRIPTION OF DATA: Financial data on business entities submitted to the City for the purpose of presenting awards to business entities for achievements in business development or performance.

Benefit Data

CLASSIFICATION(S): Private / Public

GOVERNING STATUTE: Minn. Stat. § 13.462

DESCRIPTION OF DATA: Data on individuals, corporations and/or partnerships collected or created when individuals, corporations and/or partnerships seek information about becoming, is or was an applicant for or recipient of benefits or services provided under any housing, home ownership, rehabilitation and community action agency, Head Start, or food assistance programs administered by the City.

Building Plans / Construction Drawings / As Builts – Commercial and Residential

CLASSIFICATION(S): Private / Nonpublic / Public / Copyrighted

GOVERNING STATUTE: Minn. Stat. § 13.37 and 541.051; Title 17 U.S. Code

DESCRIPTION OF DATA: Building plans and drawings that contain trade secret and / or security data are classified as private data. Building plans and surveys are generally classified as copyrighted data regardless of whether or not it contains a copyright mark. Copyrighted documents that are classified as public data may be shown to anyone but may not be reproduced without permission of the copyright owner.

Community Development Block Grant Materials

CLASSIFICATION(S): Public / Private

GOVERNING STATUTE: Minn. Stat. § 13.462

DESCRIPTION OF DATA: The names and addresses of applicants and recipients for benefits, aid or assistance through programs administered by a government entity that are intended to assist with

housing are classified as public data on individuals. All other benefit and application information is classified as private data.

Property Appraisals

CLASSIFICATION(S): Public / Confidential / Protected Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.44

DESCRIPTION OF DATA: Estimated or appraised values of individual parcels of property that are acquired for the purpose of purchasing or selling property on behalf of the governmental entity are classified as confidential data on individuals or protected nonpublic data. This data becomes public only after negotiating parties enter into an agreement for the purchase and sale of the property or other situations outlined by the statute.

Property Complaint Data

CLASSIFICATION(S): Confidential

GOVERNING STATUTE: Minn. Stat. § 13.44, subd. 1

DESCRIPTION OF DATA: Data that identifies individuals who register complaints concerning violations of state laws or local ordinances concerning the use of real property.

Redevelopment Data

CLASSIFICATION(S): Private / Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.59

DESCRIPTION OF DATA: Names and addresses of individuals and businesses and the legal descriptions of property owned by individuals and businesses, when collected in surveys of individuals conducted by the City for the purposes of planning, development, and redevelopment.

Water and Sewer Analysis

CLASSIFICATION(S): Public / Private / Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.3805, subd. 4.

DESCRIPTION OF DATA: The name, address, and telephone number of residential homeowners of each specific site tested for lead and copper as required by the federal Safe Drinking Water Act, the EPA's lead and copper rule and the City's drinking water protection programs are private data on individuals or nonpublic data.

PARKS AND RECREATION

Fee Waiver Sheets

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. § 13.462

DESCRIPTION OF DATA: Benefit data are private data on individuals.

Mailing Lists, Program Participants

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. § 13.548

DESCRIPTION OF DATA: Data collected and maintained for the purpose of enrolling individuals in recreational and other social programs are private including the name, address, telephone number, any other data that identify the individual, and any data which describes the health or medical condition of the individual, family relationships and living arrangements of an individual or opinions as to the

emotional makeup or behavior of an individual.

Registration Forms

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. § 13.548

DESCRIPTION OF DATA: Data collected and maintained for the purpose of enrolling individuals in recreational and other social programs are private including the name, address, telephone number, any other data that identify the individual, and any data which describes the health or medical condition of the individual, family relationships and living arrangements of an individual or opinions as to the emotional makeup or behavior of an individual.

Roster of Attendance / Participants

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. § 13.548

DESCRIPTION OF DATA: Data collected and maintained for the purpose of enrolling individuals in recreational and other social programs are private including the name, address, telephone number, any other data that identify the individual, and any data which describes the health or medical condition of the individual, family relationships and living arrangements of an individual or opinions as to the emotional makeup or behavior of an individual.

Social Recreational Data

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. § 13.548

DESCRIPTION OF DATA: For people enrolling in recreational or other social programs: name, address, telephone number, any other data that identifies the individual, and any data which describes the health or medical condition of the individual, family relationships, living arrangements, and opinions as to the emotional makeup or behavior of an individual.

PERSONNEL

Affordable Care Act Reporting

CLASSIFICATION(S): Private / Public

GOVERNING STATUTE: Minn. Stat. §§ 13.43

DESCRIPTION OF DATA: A disciplinary action does not become public data if an arbitrator sustains a grievance and reverses all aspects of any disciplinary action

Applicants for Appointment and Members of Advisory Boards

CLASSIFICATION(S): Public / Private

GOVERNING STATUTE: Minn. Stat. § 13.601, subd. 3

DESCRIPTION OF DATA: Data on applicants for appointment to the City Council or a board or commission are private except that the following are public: name, city of residence (except when the appointment has a residence requirement that requires the entire address to be public), education and training, employment history, volunteer work, awards and honors, prior government service, and veteran status. Once the individual is appointed, the following additional items become public: residential address and either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee. Any electronic mail addresses or telephone number provided by the City for use by an appointee is public. *NOTE: This section also applies to applicants for appointment to the city*

council (e.g., in case of vacancy), in addition to Minn. Stat. § 13.43.

Applicants for Employment

CLASSIFICATION(S): Public / Private

GOVERNING STATUTE: Minn. Stat. § 13.43

DESCRIPTION OF DATA: The names of applicants are private data except when considered to be a finalist for a position in public employment. For this purpose, finalist means an individual who was selected to be interviewed prior to selection. Veteran status, relevant test scores, rank on an eligibility list, job history, education and training and work availability are public data unless the applicant is applying for an active undercover law enforcement officer position. All data regarding undercover law enforcement officers – including application materials – are private data.

Arbitration Decisions

CLASSIFICATION(S): Private / Public

GOVERNING STATUTE: Minn. Stat. §§ 13.43

DESCRIPTION OF DATA: A disciplinary action does not become public data if an arbitrator sustains a grievance and reverses all aspects of any disciplinary action

Benefits enrollment Election

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. §§ 13.43

DESCRIPTION OF DATA: Employees' medical, dental, deferred compensation etc election forms are classified as private data.

Employee Drug and Alcohol Tests

CLASSIFICATION(S): Confidential / Private

GOVERNING STATUTE: Minn. Stat. §§ 13.7905, subd. 5(c), 181.954, subd. 2 and 3

DESCRIPTION OF DATA: Results of employee drug and alcohol tests.

Employment and Training Data

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. § 13.47

DESCRIPTION OF DATA: Data on individuals collected, maintained, used, or disseminated because an individual applies for, is currently enrolled in, or has been enrolled in employment and training programs funded with federal, state or local resources.

Employee Suggestion Forms

CLASSIFICATION(S): Private / Public

GOVERNING STATUTE: Minn. Stat. §§ 13.43

DESCRIPTION OF DATA: A form used to collect employee opinions and suggestions may contain private data as outlined in state statutes section 13.43.

Examination Data

CLASSIFICATION(S): Private / Confidential

GOVERNING STATUTE: Minn. Stat. § 13.34

DESCRIPTION OF DATA: Completed versions of personnel and licensing examinations

Human Rights Data

CLASSIFICATION(S): Confidential / Private / Protected Nonpublic / Public

GOVERNING STATUTE: Minn. Stat. §§ 13.552, 363A.28 and 363A.35

DESCRIPTION OF DATA: Data maintained by the human rights department of the City, including: investigative data in an open case file; the name and address of the charging party or respondent, factual basis of the allegations, and statute or ordinance under which the charge is brought; investigative data in a closed case file.

Labor Relations Information

CLASSIFICATION(S): Private / Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.37

DESCRIPTION OF DATA: Management positions on economic and non-economic items that have not been presented during the collective bargaining process or interest arbitration, including information specifically collected or created to prepare the management position.

Personnel and Employment Data

CLASSIFICATION(S): Private/Public

GOVERNING STATUTE: Minn. Stat. § 13.43.

DESCRIPTION OF DATA: Data on individuals maintained because the individual is or was an employee of or an applicant for employment by, performs services on a voluntary basis for, or acts as an independent contractor with the City. Generally, all data about people who are or were an employee, an applicant for employment, a volunteer, or an independent contractor are private, with the exceptions noted below.

NOTE: This section applies to members of the city council after their election or appointment to the council. It also applies to applicants for appointment to the City Council (e.g., in case of vacancy), but not to candidates for election to the City Council, together with Minnesota Statutes Section 13.601 (see "Applicants for Appointment and Members of Advisory Boards" above.).

Public Data - Applicants

The following data on current and former applicants is public:

- Veteran Status
- Relevant test scores
- Rank on eligibility list
- Job history
- Education and training
- Work availability
- Name, after being certified as eligible for appointment to a vacancy or when considered a finalist for a position of public employment (which occurs when the person has been selected to be interviewed by the appointing authority)
- Names of applicants for appointment to and members of an advisory board or commission.

Public Data - Employees

The following data on current and former employees (including council members), volunteers, and independent contractors are public:

- Name
- Employee identification number, which may not be a social security number
- Actual gross salary

- Salary Range
- Terms and conditions of employment relationship
- Contract fees
- Actual gross pension
- Value and nature of employer paid fringe benefits
- Basis for and the amount of added remuneration, including expense reimbursement, in addition to salary
- Job title
- Bargaining unit
- Job description
- Education and training background
- Previous work experience
- Date of first and last employment
- The existence and status (but not nature) of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action
- Final disposition of any disciplinary action, with specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the City
- Complete terms of any agreement settling any dispute arising from the employment relationship; except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money
- Work location
- Work telephone number
- Badge number
- Work-related continuing education
- Honors and awards received
- Payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other non-public data.

"Final disposition" of a disciplinary action: a final disposition occurs when the City makes its final decision about the disciplinary action, regardless of the possibility of any later proceedings or court proceedings. Final disposition includes a resignation by an individual when the resignation occurs after the final decision of the City, or arbitrator. In the case of arbitration proceedings arising under collective bargaining agreements, a final disposition occurs at the conclusion of the arbitration proceedings, or upon failure of the employee to elect arbitration within the time provided by the collective bargaining agreement.

A **disciplinary action** does not become public data if an arbitrator sustains a grievance and reverses all aspects of any disciplinary action.

The City may display a **photograph of a current or former employee** to a prospective witness as part of the City's investigation of any complaint or charge against the employee.

A complainant has access to a statement provided by the complainant to the City in connection with **a complaint or charge against an employee**.

Notwithstanding other provisions contained in Minnesota Statutes Section 13.43, subdivision 2, upon completion of an **investigation of a complaint or charge against a public official**, or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources.

“Public Official” means the chief administrative officer, or the individual acting in an equivalent position, in all political subdivisions.

Data relating to a complaint or charge against a public official are public only if: (1) the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or (2) potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement. This paragraph does not authorize the release of data that are made not public under other law.

Undercover Law Enforcement Officer

All personnel data about an undercover law enforcement officer is private until no longer assigned to those duties. Then, the officer is subject to the same rules applicable to other employees unless the law enforcement agency determines that revealing the data would threaten the officer’s safety or jeopardize an active investigation.

Access by Labor Organizations

Personnel data may be given to labor organizations and to the Bureau of Mediation Services to the extent this it is necessary to conduct elections, notify employees of fair share fee assessments, or to implement state labor laws.

Employee Assistance Programs

All data associated with employee assistance programs is private.

Harassment

When there is a harassment complaint against an employee, the employee may not have access to data that would identify the complainant or other witnesses if the data would threaten the personal safety of the complainant or witness, or subject the complainant or witness to harassment. However, summary information will be provided to the employee in order for him/her to prepare for a disciplinary proceeding that has been initiated.

Peer Counseling Debriefing

Data acquired by a peer group member in a public safety peer counseling debriefing is private data on the person being debriefed.

Protection of Employee or Others

If it is reasonably necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, information that is relevant to the safety concerns may be released to (1) the person who may be harmed or to the person’s attorney when relevant to obtaining a restraining order, (2) a prepetition screening team in the commitment process, or

(3) a court, law enforcement agency or prosecuting authority.

Continuity of Operations

An employee's personal home contact information may be used to ensure that an employee can be reached in event of an emergency or other disruption affecting continuity of operations of the City or other government entity, including sharing the information with another government entity.

Grievance Arbitration Decisions

An arbitration decision that sustains a grievance and reverses all aspects of any disciplinary action is private.

Salary Benefit Survey Data

CLASSIFICATION(S): Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.435

DESCRIPTION OF DATA: Salary and personnel benefit survey data purchased from consulting firms, nonprofit corporations or associations or obtained from employers with the written understanding that the data shall not be made public.

PUBLIC SAFETY

911 Emergency Telephone Service

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. §§ 13.202, subd. 6, 403.07, subd. 3 and 4

DESCRIPTION OF DATA: Names, addresses and telephone numbers provided to a 911 system.

Arson Investigation

CLASSIFICATION(S): Confidential / Public

GOVERNING STATUTE: Minn. Stat. §§ 13.6905, subd. 26, 13.82, 13.83, 299F.055 and 299F.056

DESCRIPTION OF DATA: Information relating to a fire loss or potential fire loss.

Bureau of Criminal Apprehension (BCA) Reports

CLASSIFICATION(S): Public / Private

GOVERNING STATUTE: Minn. Stat. §§ 13.82 and 260B.171

DESCRIPTION OF DATA: Annual reports of local law enforcement compiled by the BCA and returned to local departments. The BCA does not maintain copies of these reports.

Child Abuse Report Records

CLASSIFICATION(S): Confidential / Private

GOVERNING STATUTE: Minn. Stat. §§ 13.871, subd. 6 (b), 13.82, subd. 8 and 9 and 626.556

DESCRIPTION OF DATA: Active or inactive investigative data that identify a victim of child abuse or neglect reported under Minnesota Statutes Section 626.556 are private data on individuals. Active or inactive investigative data that identify a reporter of child abuse or neglect under Minnesota Statutes Section 626.556 are confidential data on individuals, unless the subject of the report compels disclosure under Minnesota Statutes Section 626.556, subd. 11. Investigative data that becomes inactive under Minnesota Statutes Section 626.556, subd. 7 (a) or (b) and that relate to the alleged abuse or neglect of a child by a person responsible for the child's care, as defined in Minnesota Statutes Section 626.556, subdivision 2

are private data.

Corrections and Detention Data

CLASSIFICATION(S): Confidential / Private / Public

GOVERNING STATUTE: Minn. Stat. § 13.85

DESCRIPTION OF DATA: Data on individuals created, collected, used or maintained by a municipal correctional or detention facility, the release of which would disclose medical, psychological, financial or personal information not related to the individual's detainment or which would endanger an individual's life; detention data, the release of which would endanger an individual's life, endanger the effectiveness of an investigation, identify a confidential informant, or clearly endanger the security of any institution or its population.

Crime Alert Requests

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. §§ 13.871, subd. 12 and 611A.0393

DESCRIPTION OF DATA: Contact information provided by a citizen requesting a disability accessible crime alert.

Crime Prevention Program Data

CLASSIFICATION(S): Public / Private

GOVERNING STATUTE: Minn. Stat. §§ 13.37

DESCRIPTION OF DATA: Crime prevention block maps and lists of volunteers who participate in community crime prevention programs such as D.A.R.E and Neighborhood Watch, their home and mailing addresses, telephone numbers, email or other digital addresses, Internet communication service accounts, global positioning system locations and similar information are classified as private data.x

Crime Victim Notice of Release

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. §§ 13.871, subd. 5 (a), 611A.06

DESCRIPTION OF DATA: All identifying information regarding a crime victim, including a victim's request for notice of release and a notice of release made pursuant to Minnesota Statutes Section 611A.06.

Criminal Gang Investigative Data System

CLASSIFICATION(S): Confidential

GOVERNING STATUTE: Minn. Stat. §§ 13.6905, subd. 14, 299C.091

DESCRIPTION OF DATA: Data in the criminal gang investigative data system are confidential data on individuals as defined in Minnesota Statutes Section 13.02, subdivision 3, but are accessible to law enforcement agencies and may be released to the criminal justice agencies.

Criminal History Data

CLASSIFICATION(S): Private / Public

GOVERNING STATUTE: Minn. Stat. § 13.87

DESCRIPTION OF DATA: Criminal history data maintained by agencies, political subdivisions and statewide systems are classified as private, pursuant to Minnesota Statutes Section 13.02, subdivision 12, except that the data created, collected or maintained by the Bureau of Criminal Apprehension that identify an individual who was convicted of a crime, the offense of which the individual was convicted, associated court disposition and sentence information, controlling agency and confinement information are public data for 15 years following the discharge of the sentence imposed for that offense.

Data on Videotape Consumers

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. §§ 325I.02, subd. 2, 13.487, subd. 3

DESCRIPTION OF DATA: Personally identifiable information concerning a videotape consumer that a law enforcement agency obtains in connection with an action commenced by the videotape seller or provider to collect fines for overdue or unreturned videotapes or collection for unpaid videotapes.

Detention Data

CLASSIFICATION(S): Private / Confidential / Public

GOVERNING STATUTE: Minn. Stat. § 13.85

DESCRIPTION OF DATA: Data on individuals created, collected, used or maintained because of their lawful confinement or detention in a correctional or detention facility, including a City jail or lockup.

Diversion Program Data

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. §§ 13.6905, subd. 18, 299C.46, subd. 5

DESCRIPTION OF DATA: Names and identifying data concerning diversion program participants that are maintained in the criminal justice data communications network.

Domestic Abuse Data

CLASSIFICATION(S): Confidential / Public

GOVERNING STATUTE: Minn. Stat. § 13.80

DESCRIPTION OF DATA: Data on individuals collected, created, received or maintained by police departments pursuant to the Domestic Abuse Act.

E-Charging Data

CLASSIFICATION(S): Private/Nonpublic, Confidential/Protected Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.871, subd. 11 and 299C.41.

DESCRIPTION OF DATA: Credentialing data is private or nonpublic data. Auditing data and workflow and routing data are classified as provided by other law.

EMT or First Responder Misconduct Data

CLASSIFICATION(S): Confidential/Protected Nonpublic

GOVERNING STATUTE: Minn. Stat. §§ 13.383, subd. 2, 144E.305, subd. 3.

DESCRIPTION OF DATA: Reports of emergency medical technicians, emergency medical technicians-intermediate, emergency medical technicians-paramedic or first responder's misconduct are considered to be confidential or protected nonpublic while an investigation is active. Except for the Emergency Medical Services Regulatory Board's final determination, all communications or information received by or disclosed to the Board relating to disciplinary matters of any person or entity subject to the Board's regulatory jurisdiction are confidential and privileged and any disciplinary hearing shall be closed to the public.

Emergency Plans

CLASSIFICATION(S): Public / Private

GOVERNING STATUTE: Minn. Stat. § 13.37

DESCRIPTION OF DATA: Portions of emergency plans may be public; however, those portions of the plan that would be likely to jeopardize the security of information, possessions, individuals or property are classified as private data.

Explosives Use and Storage

CLASSIFICATION(S): Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.6905, subd. 28a; Minn. Stat. § 299F.28 and 299F.75, subd. 4

DESCRIPTION OF DATA: Data related to use and storage of explosives by individuals holding a permit, including locations of storage, place and time of intended use of explosives or blasting agents, and place and means of storage of explosives or blasting agents. Data may be shared with a government entity or utility whose job duties require access to a facility containing explosives but may not be disclosed to anyone not directly involved in work to be completed at the site where the explosives or blasting agents are stored or used.

Firearms Data

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. § 13.87, subd. 2

DESCRIPTION OF DATA: Data about the purchase or transfer of firearms and applications for permits to carry firearms.

Hazardous Substance Emergency

CLASSIFICATION(S): Nonpublic

GOVERNING STATUTE: Minn. Stat. §§ 13.6905, subd. 27, 299F.095 and 299F.096, subd. 1

DESCRIPTION OF DATA: Information contained in hazardous materials notification reports made pursuant to Minnesota Statutes Sections 299F.091 to 299F.099.

Health Data

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. § 13.3805, subd. 1

DESCRIPTION OF DATA: Data on individuals created, collected, received or maintained by the city relating to the identification, description, prevention, and control of disease or as part of an epidemiologic investigation designated by the commissioner of health as necessary to analyze, describe or protect the public health.

Integrated Search Service Data

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. § 13.873

DESCRIPTION OF DATA: Data on individuals stored on one or more databases maintained by criminal justice agencies and accessible through the integrated search service operated by the Bureau of Criminal Apprehension

Investigative Detention Data

CLASSIFICATION(S): Confidential

GOVERNING STATUTE: Minn. Stat. § 13.86

DESCRIPTION OF DATA: Data created, collected, used or maintained by a municipal correctional or detention facility that, if revealed, would identify an informant who provided information about suspected illegal activities and is likely to subject the informant to physical reprisals by others.

Law Enforcement Data

CLASSIFICATION(S): Private / Confidential / Public/ Non Public

GOVERNING STATUTE: Minn. Stat. §§13.82, 259.10, subd. 2

DESCRIPTION OF DATA: Certain arrest data, request for service data, and response or incident data are public data.

An **audio recording** of a call placed to a 911 system for the purpose of requesting service from a law enforcement, fire or medical emergency is private data on individuals, except that a written transcript of the audio recording is public, unless it reveals the identity of an individual otherwise protected under Minnesota Statutes Section 13.82, subdivision 17.

Criminal investigative data collected or created by a law enforcement agency in order to prepare a case against a person for the commission of a crime or other offense for which the agency has primary investigative responsibility is confidential or protected nonpublic while the investigation is still active.

Photographs that are part of inactive investigative files and that are clearly offensive to common sensibilities are classified as private or nonpublic, provided that the existence of the photographs shall be disclosed to any person requesting access to the inactive investigative file.

Investigative data that consist of a person's financial account number or transaction numbers are private or nonpublic data at the close of the investigation.

Data on court **records relating to name changes** under Minnesota Statutes Section 259.10, subdivision 2 which is held by a law enforcement agency is confidential data on an individual while an investigation is still active and is private data on an individual when the investigation becomes inactive.

Data in arrest warrant indices are classified as confidential data until the defendant has been taken into custody, served with a warrant or appears before the court, except when the law enforcement agency determines that the public purpose is served by making that information public.

Data that uniquely describe stolen, lost, confiscated or recovered property are classified as either private data on individuals or nonpublic data depending on the content.

Financial records of a program that pays rewards to informants are protected nonpublic data in the case of data not on individuals or confidential data in the case of data on individuals.

Data on **registered criminal offenders** are private data on individuals.

Data in **missing children bulletins** are public data.

Data that reflect deliberative processes or investigative techniques of law enforcement agencies are confidential data on individuals or protected nonpublic data, provided that information, reports, or memoranda that have been adopted as the final opinion or justification for a decision of a law enforcement agency are public data.

Booking photographs are public data.

Data that would reveal the **identity of persons who are customers of a licensed pawnbroker**,

secondhand goods dealer or scrap metal dealer are private data on individuals.

Data describing the property in a regulated transaction with a licensed pawnbroker, secondhand goods dealer or scrap metal dealer are public.

Orders for Protection and No Contact Orders

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. §§ 13.871, subd. 13 and 299C.46, subd. 6

DESCRIPTION OF DATA: Data from orders for protection or no contact orders and data entered by law enforcement to assist in enforcement of those orders. Data about the offender can be shared with the victim for purposes of enforcement of the order.

Peace Officer Discipline Procedures

CLASSIFICATION(S): Confidential / Private / Public

GOVERNING STATUTE: Minn. Stat. §§ 13.871, subd. 6(p), 626.89, subd. 6 and 13.43

DESCRIPTION OF DATA: Investigative report made by a law enforcement agency in connection with a peace officer disciplinary matter; identities of confidential informants in such matters; identities of witnesses expected to testify in disciplinary hearings.

Peace Officer Records on Juveniles

CLASSIFICATIONS(S): Private

GOVERNING STATUTE: Minn. Stat. §§ 13.875, subd. 2, 260B.171, subd. 5.

DESCRIPTION OF DATA: Peace officers' records of children who are or may be delinquent or who may be engaged in criminal acts.

Portable Recording Systems (Such as Body Worn Cameras)

CLASSIFICATIONS(S): Private / Nonpublic

GOVERNING STATUTE: Minn. Stat. §§ 13.825, 13.39, 13.43 and 13.82

DESCRIPTION OF DATA: Data collected by a portable recording system are private data on individuals or nonpublic data with limited exceptions as outlined by statutes.

Reports of Gunshot Wounds

CLASSIFICATION(S): Confidential

GOVERNING STATUTE: Minn. Stat. §§ 13.871, subd. 6 (a), 626.53

DESCRIPTION OF DATA: A report made by a health professional concerning a wound or injury arising from or caused by discharge of a firearm or inflicted by the perpetrator of a crime using a dangerous weapon other than a firearm.

Safe at Home Data

CLASSIFICATION(S): Private/nonpublic

GOVERNING STATUTE: Minn. Stat. §§ 13.805 and 5B.07

DESCRIPTION OF DATA: Data regarding the process for data sharing by the Bureau of Criminal Apprehension, the secretary of state and law enforcement agencies related to the Safe at Home program is nonpublic data. Data related to applicants, eligible persons and participants in the Safe at Home program are private data.

Sex Offender HIV Tests

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. §§ 13.871, subd. 5(b), 611A.19, subd. 2

DESCRIPTION OF DATA: Results of HIV tests of sex offenders must be handled in accordance with Minnesota Statutes Section 611A.19.

Sexual Assault Crime Victims

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. §§ 13.871, subd. 3(e), 609.3471

DESCRIPTION OF DATA: Data that identifies a victim who is a minor, in records or reports relating to petitions, complaints or indictments made for criminal sexual conduct in the first, second, third or fourth degrees.

Undercover Buy Fund

CLASSIFICATION(S): Confidential / Private / Public

GOVERNING STATUTE: Minn. Stat. §§ 13.6905, subd. 13, 299C.065, subd. 4

DESCRIPTION OF DATA: An application to the Commissioner of Public Safety for a grant pursuant to Minnesota Statutes Section 299C.065; information within investigative files that identifies or could reasonably be used to ascertain the identity of assisted witnesses, sources, or undercover investigators; information in a report at the conclusion of an investigation pertaining to the identity or location of an assisted witness.

Use of Motor Vehicle to Patronize Prostitutes

CLASSIFICATION(S): Private/Public

GOVERNING STATUTE: Minn. Stat. §§ 13.871, subd. 3 (c) and 609.324, subd. 5

DESCRIPTION OF DATA: Notation in a driving record that the driver has used a motor vehicle to patronize prostitutes, but becomes public if the person has been convicted previously of patronizing a prostitute or another violation under Minnesota Statutes Section 609.324 or 609.322.

Videotapes of Child Abuse Victims

CLASSIFICATION(S): Private / Confidential

GOVERNING STATUTE: Minn. Stat. §§ 13.821, 611A.90

DESCRIPTION OF DATA: Videotapes in which a child victim or alleged victim is alleging, explaining, denying, or describing an act of physical or sexual abuse.

Vulnerable Adult Report Records

CLASSIFICATION(S): Private / Confidential

GOVERNING STATUTE: Minn. Stat. §§ 13.871, subd. 6 (l), 626.557, subd. 12(b).

DESCRIPTION OF DATA: Reports made pursuant to Minnesota Statutes Section 626.557 of possible incidents of maltreatment of vulnerable adults; identities of individuals making such reports.



Agenda Section:	Consent Agenda
Report Date:	07/17/2025
Meeting Date:	July 22, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of Updated Data Policies Regarding Public Access to Data and for Subjects of Data

Action Requested:

Public Hearing:	<u>Motion: X</u>
Discussion:	Informational:

Form of Action:

Resolution:	Ordinance:
Contract/Agreement:	<u>N/A or Other: X</u>

Votes Needed:

<u>3 Votes: X</u>	4 Votes:
5 Votes:	N/A:

Summary Statement:

Both of these policies have received minimal updates including:

- Language changes clarifying verification of authorization required to access private and nonpublic data
- Incorporated legislative changes to MN State Statutes section 13.03 subd. 3 that addresses how cities respond when requestors do not respond, pay for or retrieve data they requested.
- Adding current fee information

Recommendations:	Approve the Public Data Access Policy and the Policy for Data Subjects.
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Applicable Deadlines:	August 1, 2025
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Community Impact:	These updated policies support transparency, accountability, and trust between the City and the public. The Public Access to Data Policy ensures that residents, businesses, and members of the public understand their rights to access government data. It also makes it easier for people to get the information they need and helps the City respond consistently and fairly to requests. The Policy for Data Subjects protects individuals' rights regarding data the City collects about them. By clearly outlining these rights and processes, the policy strengthens data privacy protections and ensures people can take an active role in managing their own information. Together, these policies help the City meet its legal obligations under the Minnesota Government Data Practices Act while making the process easier to understand and use for everyone.
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Legislative History:	<table> <tr> <td><u>Legislative History:</u></td><td> • MN State Statutes 13.035 require the city to have a policy for subjects of data, a public access data policy, and a comprehensive data practices policy that includes all internal guidelines and procedures, samples forms and language as well as an inventory of all data it collects. • MN State Statutes 13.025 requires the City update all data policies by August 1st of each year to reflect any legislative changes, staff changes, and other updates. </td></tr> </table>	<u>Legislative History:</u>	• MN State Statutes 13.035 require the city to have a policy for subjects of data, a public access data policy, and a comprehensive data practices policy that includes all internal guidelines and procedures, samples forms and language as well as an inventory of all data it collects. • MN State Statutes 13.025 requires the City update all data policies by August 1st of each year to reflect any legislative changes, staff changes, and other updates.
<u>Legislative History:</u>	• MN State Statutes 13.035 require the city to have a policy for subjects of data, a public access data policy, and a comprehensive data practices policy that includes all internal guidelines and procedures, samples forms and language as well as an inventory of all data it collects. • MN State Statutes 13.025 requires the City update all data policies by August 1st of each year to reflect any legislative changes, staff changes, and other updates.		

Strategic Priority:	Financial Sustainability	Staff Capabilities
	Economic Development	Community Engagement & Belonging
	City Assets	<u>N/A</u>

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

Attachments:	Public Data Access Policy_F2, Policy for Data Subjects_F2
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Public Data Access Policy

Revised July 22, 2025

Right to access public data

The Minnesota Government Data Practices Act sets the rules for how government data is collected, managed, and shared. In general, all data collected and kept by the City of New Brighton (“City”) is considered public. This means anyone can look at it or get copies, unless the data is classified as Private, Confidential, Nonpublic, or Protected Nonpublic under federal or state law, or by a temporary classification.

The Minnesota Government Data Practices Act (MGDPA) also provides that the City must keep all government data in a way that makes it easy for you, as a member of the public, to access public data. You have the right to look at (inspect), free of charge, all public data that we keep. You also have the right to get copies of public data. The Government Data Practices Act allows us to charge for paper and electronic copies. You have the right to look at data, free of charge, before deciding to request copies.

How to make a data request

You can look at data, or request copies of data that the City of New Brighton keeps. It is recommended that you make your request in writing by using the data request form on the City Clerk page of the City’s website at: <https://www.newbrightonmn.gov/> or the data request form that can be found in the back of this policy.

Completed forms should be submitted via mail, email, fax to in person at New Brighton City Hall located at 803 Old Hwy 8 NW during regular office hours. Requests for public safety data may be submitted directly to the New Brighton Public Safety Center located at 785 Old Hwy 8 NW during regular office hours, or your request can be emailed to: <https://www.newbrightonmn.gov/658/Data-Requests>.

To help staff respond efficiently, requests should:

- Clearly state that the request is under the Minnesota Government Data Practices Act (not the federal Freedom of Information Act),
- Indicate whether the requester wants to inspect or receive copies,
- Include enough detail to locate the data, and
- Provide contact information in case clarification is needed.

Any person has the right to view or obtain copies of public data and to ask for an explanation of what it means. The City cannot require a person to show identification to view or obtain copies of public data. However, identification may be requested if it is needed to fill the request or verify payment. Contact information may be requested if it is needed to clarify the request or provide the data.

If you choose not to give us any identifying information, we will provide you with contact information so you may check the status of your request. Please keep in mind that if we do not understand your request and have no way to contact you, we will not be able to begin

processing your request. Additionally, depending on how you want us to process your request we will need some information about you. For example, if you want us to mail you copies of the data you requested, you will need to provide us with your name and mailing address.

If the data you requested is not public data, you will be required to make your request in writing and provide identification to verify you are authorized to view or receive that data. Proof of identity is required for any data classified as private data to guarantee you are authorized by law to view the private data. If you choose not to give us any proof of identity, your request for private data will be denied.

How we respond to a data request

Upon receiving your request, we will work to process it.

- If it is not clear what data you are requesting, we will ask you for clarification.
- If we do not have the data you are requesting, we will notify you as soon as reasonably possible.
- If we have the data, but the data are not public, we will notify you which specific law says the data are not public.
- If the data you are requesting is copyrighted, the City will permit you to view the data free of charge. However, under Title 17 of the United States Code regulating copyrights, the City will not provide you with a copy or reproduction of a copyrighted document.
- If we have the data, and the data are public, we will respond to your request appropriately and promptly, within a reasonable amount of time by doing one of the following:
 - Arranging a date, time, and place for you to inspect data free of charge, if your request is to look at the data, or
 - Providing you with copies of the data as soon as reasonably possible after receipt of payment. You may choose to pick up your copies, or, if you have provided a mailing address, we will mail them to you. We will provide electronic copies of public data upon request if we keep the data in electronic format and if you have provided an email address. Information about fees for paper and electronic copies is in the back of this policy.
- If you do not respond, pay for your data, schedule an inspection, or pick up the data you requested within five days of being notified of its availability, the City will consider the request withdrawn.

The City will notify the requester when the data is ready. If the requester does not respond, schedule an inspection, or pick up the data within a reasonable time, the City will consider the request withdrawn.

If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please let us know. We will give you an explanation if you ask.

The MN Government Data Practices Act does not require us to create or collect new data in response to a data request if we do not already have the data, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement (for example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request). If we agree to create data in response to your request, we will work with you on the details of your request, including cost and response time.

In addition, we are not required under the Government Data Practices Act to respond to questions that are not specific requests to view or receive a copy of data.

Requests for summary data

Summary data are statistical records or reports that are prepared by removing all identifiers from private or confidential data on individuals. The preparation of summary data is not a means to gain access to private or confidential data. The City of New Brighton may agree to prepare summary data if there are sufficient staff resources to do so, if you make your request in writing and if you pre-pay for the cost of creating the data.

Upon receiving your written request, we will let you know whether the City is able to fulfill your request or not, the details of when the summary data will be ready and how much we will charge.

Data Practices Contacts

The New Brighton City Council has assigned the following people, or anyone who holds the same job title in the future, to manage and respond to official data requests. While staff in each department may help with data requests as directed, all official requests must be sent to one of the designated individuals listed below.

Data Practices Responsible Authority

City Clerk Terri Spangrud, MCMC

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

Ph: 651-638-2045

Fax: 651-638-2044

Email: terri.spangrud@newbrightonmn.gov

Data Practices Compliance Official

Communication Specialist / Deputy Clerk Mathew Stephens

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

Ph: 651-638-2054

Fax: 651-638-2044

Email: mathew.stephens@newbrightonmn.gov

Data Practices Designee

Public Safety Administrative Services Support Manager Gina Krahn

New Brighton Public Safety Center; 785 Old Hwy 8 NW; New Brighton MN 55112

Ph: 651-288-4104

Fax: 651-288-4101

Email: gina.krahn@newbrightonmn.gov

Fees for copies

ADMINISTRATIVE FEES:

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

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



DATA REQUEST FORM

Request date: _____

NOTE: When requesting public data, you do not have to provide any contact information. However, if you want data mailed to you, we will need your current mailing address. If you want data emailed to you, we will need your email address. If we do not understand your request, we will not be able to begin processing your request until you provide clarifying information. When requesting data classified as private or nonpublic data, you will be asked to show that you are authorized to access the private or nonpublic data in the City's possession using the accepted documentation found in sections 4.4 and 6.5 of the City's Internal Data Policy.

The data I am requesting is:

(Describe the data you are requesting as specifically as possible with applicable details such as property address, names, dates, etc..)

I am requesting access to data in the following way*:

- ☐ Inspection (Free in person at City Hall by appointment)
- ☐ Paper Copies
- ☐ Electronic Copies
- ☐ Both inspection and copies

Contact information:

Name: _____

Phone number: _____

Email: _____

Address: _____

INTERNAL USE ONLY:

Classification of Data Requested:

- | | |
|---|--|
| ☐ Public | ☐ Private or Nonpublic** |
| ☐ Confidential or Protected Nonpublic ** | ☐ Mixed Classifications** |

** Please consult with the Compliance Official or Responsible Authority prior to release.

Verification of Authorization to Access Private Data

Staff must confirm the requestor is authorized to access the data before release. Individuals who do not exercise their data practices rights in person must provide either notarized or certified copies of the documents that are required or an affidavit of ID.

Section A: Identity Verification. Check one:

- ☐ Staff has personal knowledge of requestor's identity
- ☐ Requestor presented valid, government-issued photo ID
- ☐ Requestor's identity was verified by a third party. Attach notarized acknowledgment.

Staff name: _____ Date: _____

Section B: Verification of Legal Authorization

Complete this section in addition to Section A if the requestor is NOT the subject of the data.

Relationship to data subject:

- ☐ Parent
- ☐ Legal guardian
- ☐ Acting guardian (no legal guardian available)

Documentation provided (check all that apply):

- ☐ Certified birth certificate
- ☐ Court order of guardianship
- ☐ Other legal documentation (describe): _____

Staff name: _____ Date: _____

Notice of Adoption of Model Policies

Minnesota Statutes, section 13.025, subdivisions 2 and 3, require government entities to prepare written policies that relate to public access to government data, and rights of subjects of data and Minnesota Statutes, section 13.03, subdivision 2, requires entities to establish procedures so that data requests are complied with appropriately and promptly.

Minnesota Statutes, section 13.073, subd. 6, requires the Commissioner of Administration to prepare model policies and procedures to help government entities comply with those requirements. Entities that choose to adopt the Commissioner's model policies must notify the Commissioner.

Notice to Commissioner of Administration: Adoption of Model Policies

The City of New Brighton has adopted the Commissioner's Model Policy for the Public and Model Policy for Data Subjects as amended to accurately reflect the data policies and procedures used in the City of New Brighton. The League of MN Cities model data inventory was also adopted as amended to accurately reflect the types of private, nonpublic, confidential and protected nonpublic data created, received, collected, maintained and stored by City staff and officials. This notice to the Commissioner satisfies the City of New Brighton's obligation under Minnesota Statutes, section 13.073, subdivision 6.

Terri Spangrud, MCMC
City Clerk

terri.spangrud@newbrightonmn.gov
Phone: 651-638-2045
New Brighton City Hall
803 Old Hwy 8 NW
New Brighton MN 55112

July 22, 2025



Policy for Data Subjects

Revised July 22, 2025

Data about you

The MN Government Data Practices Act (Minnesota Statutes, Chapter 13) says that data subjects have certain rights related to a government entity collecting, creating, and keeping government data about them. You are the subject of data when you can be identified from the data. Government data is a term that means all recorded information a government entity has, including paper, email, flash drives, CDs, DVDs, photographs, etc.

Classification of data about you

The MN Government Data Practices Act (MGDPA) presumes that all government data are public unless a state or federal law says that the data are not public. Data about you are classified by state law as public, private, or confidential.

Public data

We must give public data to anyone who asks. It does not matter who is asking for the data or why the person wants the data. The following are examples of some of the public data the City of New Brighton may have about you:

- Your name and address on a business license application
- An email you sent a City staff member regarding a City business item
- Your building permit application for a home remodeling project

Private data

We cannot give private data to the general public, but you can have access to private data when the data are about you. We can share your private data with you, with someone who has your permission, with members of our City staff who have a work assignment to see the data, and to others as permitted by law or court order. The following is an example of private data about you:

- Your social security number on a business license application
- Your contact information when you sign up for electronic updates from the City
- Your contact and personal information when you sign up for City recreational programs

Confidential data

Confidential data have the most protection. Neither the public nor you can get access even when the confidential data are about you. We can share confidential data about you with our City staff who have a work assignment to see the data, and to others as permitted by law or court order. We cannot give you access to confidential data. The following is an example of confidential data about you:

- Any information about you that is currently part of an open police investigation
- Any identifying information in an email you sent a City staff member regarding a concern you have about someone's property
- Any identifying information about you when you report potential child or vulnerable adult abuse or neglect

Your rights under the MN Government Data Practices Act

The City of New Brighton must keep all government data in a way that makes it easy for you to access data about you. Also, we can collect and keep only those data about you that we need for administering and managing programs that are permitted by law. As a data subject, you have the following rights.

Access to your data

You have the right to look at (inspect), free of charge, public and private data that we keep about you. You also have the right to get copies of public and private data about you. The MN Government Data Practices Act allows us to charge for paper and electronic copies. The fees are listed in the back of this policy. You have the right to look at data, free of charge, before deciding to request copies.

As a parent, you have the right to look at and get copies of public and private data about your minor children (under the age of 18). As a legally appointed guardian, you have the right to look at and get copies of public and private data about an individual for whom you are appointed guardian.

Minors have the right to ask the City of New Brighton not to give data about them to their parent or guardian. If you are a minor, we will tell you that you have this right. We may ask you to put your request in writing and to include the reasons that we should deny your parents access to the data. We will make the final decision about your request based on your best interests. Minors do not have this right if the data in question are educational data maintained by an educational agency or institution.

When we collect data from you

When we ask you to provide data about yourself that are not public, we must give you a privacy notice. The notice is sometimes called a Tennessen warning. The notice controls what we do with the data that we collect from you. Usually, we can use and release the data only in the ways described in the notice. We will ask for your written permission if we need to use or release private data about you in a different way, or if you ask us to release the data to another person. This permission is called informed consent. If you want us to release private data to another person, you must use the consent form we provide or another form approved by the City's Responsible Authority.

Protecting your data

The MN Government Data Practices Act requires us to protect your data. We have established appropriate safeguards to ensure that your data are safe. In the unfortunate event that we determine a security breach has occurred and an unauthorized person has gained access to your data, we will notify you as required by law.

When your data are inaccurate and/or incomplete

You have the right to challenge the accuracy and/or completeness of public and private data about you. You also have the right to appeal our decision. If you are a minor, your parent or guardian has the right to challenge data about you.

How to make a request for your data

You can look at data or request copies of data that the City of New Brighton keeps about you, your minor children, or an individual for whom you have been appointed legal guardian. Requests for private and nonpublic data need to be made in writing. It is recommended that you make your request in writing by using the Data Request Form at the back of this policy or using the data request form on the City's website at: <https://www.newbrightonmn.gov/data-requests>.

Completed forms may be submitted via USPS, email, or in person at New Brighton City Hall located at 803 Old Hwy 8 NW during regular office hours. Requests for public safety data can be submitted directly to the New Brighton Public Safety Center located at 785 Old Hwy 8 NW, or your request can be emailed to: <https://www.newbrightonmn.gov/658/Data-Requests>.

The City of New Brighton cannot require you to explain the reason for your data request or to require proof of identity for data classified as public data. If you choose not to give us any identifying information, we will provide you with contact information so you may check the status of your request.

If the data you requested is not public data, you will be required to provide identification to verify you are authorized to view or receive that data. Proof of identity is required for any data classified as private or nonpublic to ensure you are authorized by law to view the private data. If you choose not to give us any proof of identity, your request for private data will be denied.

If we do not understand your request and have no way to contact you, we will not be able to begin processing your request. Additionally, depending on how you want us to process your request (if, for example, you want us to mail or email you copies of data), we will need some information about you.

If you choose not to use the data request form, your written request should include:

- You are making a request, under the MN Government Data Practices Act (Minnesota Statutes, Chapter 13), as a data subject, for data about you.
- Whether you would like to inspect the data, have copies of the data, or both.
- A clear description of the data you would like to inspect or have copied.
- Identifying information that proves you are the data subject, or data subject's parent/guardian.

The City of New Brighton requires proof of your identity before we can respond to your request for private data. If you are requesting data about your minor child, you must show proof that you are the minor's parent. If you are a guardian, you must show legal documentation of your guardianship. Please see acceptable proofs on the second page of the Data Request Form in the back of this policy.

How we respond to a data request

Once you make your request and it is confirmed that you are authorized to access private data, we will work to process your request.

- If it is not clear what data you are requesting, we will ask you for clarification.
- If we do not have the data or you are not authorized to access the data, we will notify you within 10 business days.
- If we have the data, but the data are confidential or private data that are not about you, we will notify you as soon as reasonably possible and state which specific law says you cannot access the data.
- If we have the data, and the data are public or private data about you, we will respond to your request within 10 business days, by doing one of the following:
 - Arrange a date, time, and place to inspect data, for free, if your request is to look at the data, or
 - Provide you with copies of the data. You may choose to pick up your copies, or, if you have provided a mailing address or fax number, we will mail or fax them to you. We will provide electronic copies upon request if we keep the data in electronic format. Information about fees for copies is in the back of this policy.
- If you do not respond, pay for your data, schedule an inspection, or pick up the data you requested within five days of being notified of its availability, the City will consider the request withdrawn.
- After we have provided you with access to data about you, we do not have to show you the data again for 6 months unless there is a dispute or we collect or create new data about you.
- If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please let us know. We will give you an explanation if you ask.

The MN Government Data Practices Act does not require us to create or collect new data in response to a data request if we do not already have the data, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement (for example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request).

In addition, we are not required under the MN Government Data Practices Act to respond to questions that are not specific requests for data.

Data Practices Contacts

The New Brighton City Council has assigned the following people, or anyone who holds the same job title in the future, to manage and respond to official data requests. While staff in each department may help with data requests as directed, all official requests must be sent to one of the designated individuals listed below.

Data Practices Responsible Authority

City Clerk Terri Spangrud, MCMC

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

Ph: 651-638-2045

Fax: 651-638-2044

Email: terri.spangrud@newbrightonmn.gov

Data Practices Compliance Official

Communication Specialist / Deputy Clerk Mathew Stephens

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

Ph: 651-638-2054

Fax: 651-638-2044

Email: mathew.stephens@newbrightonmn.gov

Data Practices Designee

Public Safety Administrative Services Support Manager Gina Krahn

New Brighton Public Safety Center; 785 Old Hwy 8 NW; New Brighton MN 55112

Ph: 651-288-4104

Fax: 651-288-4101

Email: gina.krahn@newbrightonmn.gov

Fees for copies

ADMINISTRATIVE FEES:

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

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



DATA REQUEST FORM

Request date: _____

NOTE: When requesting public data, you do not have to provide any contact information. However, if you want data mailed to you, we will need your current mailing address. If you want data emailed to you, we will need your email address. If we do not understand your request, we will not be able to begin processing your request until you provide clarifying information. When requesting data classified as private or nonpublic data, you will be asked to show that you are authorized to access the private or nonpublic data in the City's possession using the accepted documentation found in sections 4.4 and 6.5 of the City's Internal Data Policy.

The data I am requesting is:

(Describe the data you are requesting as specifically as possible with applicable details such as property address, names, dates, etc..)

I am requesting access to data in the following way*:

- ☐ Inspection (Free in person at City Hall by appointment)
- ☐ Paper Copies
- ☐ Electronic Copies
- ☐ Both inspection and copies

Contact information:

Name: _____

Phone number: _____

Email: _____

Address: _____

INTERNAL USE ONLY:

Classification of Data Requested:

- | | |
|---|--|
| ☐ Public | ☐ Private or Nonpublic** |
| ☐ Confidential or Protected Nonpublic ** | ☐ Mixed Classifications** |

** Please consult with the Compliance Official or Responsible Authority prior to release.

Verification of Authorization to Access Private Data

Staff must confirm the requestor is authorized to access the data before release. Individuals who do not exercise their data practices rights in person must provide either notarized or certified copies of the documents that are required or an affidavit of ID.

Section A: Identity Verification. Check one:

- ☐ Staff has personal knowledge of requestor's identity
- ☐ Requestor presented valid, government-issued photo ID
- ☐ Requestor's identity was verified by a third party. Attach notarized acknowledgment.

Staff name: _____ Date: _____

Section B: Verification of Legal Authorization

Complete this section in addition to Section A if the requestor is NOT the subject of the data.

Relationship to data subject:

- ☐ Parent
- ☐ Legal guardian
- ☐ Acting guardian (no legal guardian available)

Documentation provided (check all that apply):

- ☐ Certified birth certificate
- ☐ Court order of guardianship
- ☐ Other legal documentation (describe): _____

Staff name: _____ Date: _____

Notice of Adoption of Model Policies

Minnesota Statutes, section 13.025, subdivisions 2 and 3, require government entities to prepare written policies that relate to public access to government data, and rights of subjects of data and Minnesota Statutes, section 13.03, subdivision 2, requires entities to establish procedures so that data requests are complied with appropriately and promptly. Minnesota Statutes, section 13.073, subd. 6, requires the Commissioner of Administration to prepare model policies and procedures to help government entities comply with those requirements. Entities that choose to adopt the Commissioner's model policies must notify the Commissioner.

Notice to Commissioner of Administration: Adoption of Model Policies

The City of New Brighton has adopted the Commissioner's Model Policy for the Public and Model Policy for Data Subjects as amended to accurately reflect the data policies and procedures used in the City of New Brighton. The League of MN Cities model data inventory was also adopted as amended to accurately reflect the types of private, nonpublic, confidential and protected nonpublic data created, received, collected, maintained and stored by City staff and officials. This notice to the Commissioner satisfies the City of New Brighton's obligation under Minnesota Statutes, section 13.073, subdivision 6.

Terri Spangrud, MCMC
City Clerk
terri.spangrud@newbrightonmn.gov
Phone: 651-638-2045
New Brighton City Hall
803 Old Hwy 8 NW
New Brighton MN 55112

July 22, 2025



Agenda Section:	Consent Agenda
Report Date:	07/17/2025
Meeting Date:	July 22, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Acceptance of Donation to Youth Golf Program
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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 Besemann Family has provided a donation for the youth golf program at Brightwood Hills, specifically to support financial assistance for kids who may not otherwise be able to afford to participate in the golf program.
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Recommendations:	Staff recommends accepting the donation to the Youth Golf Program
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Applicable Deadlines:	None
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Community Impact:	This donation will allow youth with financial barriers be introduced to the sport of golf.
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Legislative History:	None
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Strategic Priority:	Financial Sustainability	Staff Capabilities
	Economic Development	Community Engagement & Belonging X
	City Assets	N/A

Fiscal Impact:	Financial Impact: Is there a financial consideration?		Yes: \$ 150
	Financing Sources:	Budgeted	Budget Modification
	New Revenue	Use of Reserves	Other Donation

Attachments:	Besemann Donation Letter
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Besemann Family
2844 17th Terrace NW
New Brighton, MN 55112

June 11, 2025

New Brighton Parks and Recreation
400 10th Street NW
New Brighton, MN 55112

Dear New Brighton Parks and Recreation Team,

I'm writing to express our support for the **Youth Golf Program** and to **enclose a donation of \$150**.

We'd like this contribution to specifically support financial assistance for kids who may not otherwise be able to afford to participate in the golf program.

Ken Manthis and his team have provided our boys with a wonderful experience of learning and playing golf. We hope others will have the opportunity to experience Ken's love of the game, his commitment to making golf accessible to youth, and his kind heart.

Thank you for all the work you do to provide meaningful recreational opportunities for youth in New Brighton.

Sincerely,



Leza Besemann

On behalf of the Besemann Family



Agenda Section:	Council Business
Report Date:	07/15/2025
Meeting Date:	July 22, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Acceptance of the Second Quarter 2025 Interim Financial Report

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:

Quarterly interim financial reports are provided in an effort to keep the Council informed of the City's fiscal condition.

Recommendations:

Accept the Second Quarter 2025 Interim Financial Report.

Applicable Deadlines:

July 31, 2025

Community Impact:	Sound financial management ensures the City's ability to continue funding the programs and services the community relies on.
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Legislative History:	The Government Finance Officers Association (GFOA) recommends as a best practice that a government undertake a process of monthly, quarterly, and annual reviews to ensure the ongoing completeness and accuracy of the data it collects. This process should include financial analysis of interim management reports to identify anomalous or incomplete data to be corrected.
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Strategic Priority:	<u>Financial Sustainability</u>	Staff Capabilities
	Economic Development	Community Engagement & Belonging
	City Assets	N/A

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

Attachments:	Q2 2025 Financial Report, Presentation
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QUARTERLY FINANCIAL REPORT

CONTENTS:

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AS OF JUNE 30, 2025

CITY OF NEW BRIGHTON
Prepared by the Finance Director



Introduction

In an effort to keep the Council informed on the City's fiscal condition, this report includes a budget to actual comparison of 2025 revenues and expenditures for the period ending June 30, 2025 (unaudited).

The report includes an analysis of the following funds:

- General Fund
- Water Utility Fund
- Sewer Utility Fund
- Stormwater Management Fund
- Street Light System Fund

These funds account for programs and services that constitute the City's core functions. Programs such as debt service and tax increment financing which are governed by pre-existing obligations and restricted revenues are not shown. In addition, expenditures in the City's Fleet and Non-Fleet programs are not shown as these expenditures are specifically tied to pre-funded asset replacement funds.

The information is presented on a modified cash basis accounting method, which measures only the actual revenues that become available and measurable, and expenditures are recognized in the period the liability is incurred.

Explanations are provided for any budget to actual differences that could be considered significant. **At the end of the second quarter, this includes a variance of less than 45% or more than 55%.** It should be noted that certain variances are expected and exist simply due to the non-recurring or intermittent nature of the revenue or expenditure.

Also included in this report is a summary of the City's investment portfolio as of June 30, 2025, as well as cash flow projections for the City's three internal financing sources: the Community Reinvestment Fund, Street Financing Fund, and Municipal Development Fund.

General Fund

The **General Fund** is the primary operating fund of the City. It accounts for the financial activities of most of the City's core functions. Its primary funding source is the property tax levy.

City of New Brighton
General Fund Budget to Actual (Unaudited)
For the Quarter Ended June 30, 2025

	Amended Budget	YTD Balance 6/30/2025	Available Balance	% Budget Used		YTD Balance 6/30/2024
Revenues						
Taxes	\$ 14,493,200	\$ 5,969,205	\$ 8,523,995	41%	(1)	\$ 5,955,456
Franchise Taxes	1,255,000	383,656	871,344	31%	(2)	387,368
Licenses	201,500	247,292	(45,792)	123%	(3)	192,807
Permits	500,000	353,847	146,153	71%	(4)	389,987
Intergovernmental	1,077,700	392,781	684,919	36%	(5)	257,585
Charges for Service	5,082,800	2,865,784	2,217,016	56%	(6)	2,541,304
Fines & Forfeitures	55,000	31,292	23,708	57%	(7)	27,082
Investment Income	125,000	59,089	65,911	47%		54,917
Rents/Leases	386,200	349,857	36,343	91%	(8)	338,870
Miscellaneous	50,000	37,182	12,818	74%	(9)	41,345
Transfers In	795,900	376,500	419,400	47%		515,184
Total Revenues	\$ 24,022,300	\$ 11,066,485	\$ 12,955,815	46%		\$ 10,701,906
Expenditures						
Administration:						
Council	\$ 43,800	\$ 21,314	\$ 22,486	49%		\$ 21,620
Administration	1,465,000	745,161	719,839	51%		681,317
Elections	152,100	78,077	74,023	51%		49,704
Legal	130,000	68,339	61,661	53%		52,986
Central Services	233,700	114,212	119,488	49%		93,179
Finance:						
Finance	810,000	423,047	386,953	52%		399,052
License Bureau	794,800	356,932	437,868	45%		338,196
Passports	343,400	165,032	178,368	48%		120,957
DCAD						
Engineering	576,400	262,472	313,928	46%		254,940
Streets	414,800	164,341	250,459	40%	(10)	176,686
Garage	735,700	356,373	379,327	48%		352,183
Community Development	984,600	483,844	500,756	49%		467,389
Recycling	416,800	174,376	242,424	42%	(11)	158,870
Parks and Recreation:						
Parks	1,930,700	899,182	1,031,518	47%		770,596
Forestry	320,300	126,075	194,225	39%	(12)	136,064
Recreation Programs	1,164,900	580,551	584,349	50%		481,514
Community Center	2,364,900	1,107,920	1,256,980	47%		989,410
Golf Course	406,400	200,037	206,363	49%		172,263
Public Safety:						
Police	7,401,600	3,435,235	3,966,365	46%		3,209,878
Fire	1,436,400	581,194	855,206	40%	(13)	539,205
Transfers Out	2,878,100	660,000	2,218,100	23%	(14)	797,600
Turnover Ratio	(299,000)	-	(299,000)	0%	(15)	-
Total Expenditures	\$ 24,705,400	\$ 11,003,716	\$ 13,701,684	45%		\$ 10,263,609
Net Revenues Over/ (Under) Expenditures	\$ (683,100)	\$ 62,769				

General Fund (continued)

Comments on Items with Less than 45% or More than 55% of Budget Used

- (1) A portion of the first half **property tax levy** was received in July. The second half will be received in November/December.
- (2) Most **Franchise taxes** are received on a quarterly basis, in the month following the end of the quarter.
- (3) Many **license** fees are annually recurring in nature and received at the start of the year. Additionally, the budget overage is related to unbudgeted ROW fees from CenturyLink/Lumen to install fiber in the area.
- (4) **Permits** revenue in the first half of the year included applications for a large project at Highview Middle School, an office remodel at API and deck replacements at The View Apartments.
- (5) The **Intergovernmental** revenue for State Police and Fire Aid is generally received in the fall.
- (6) **Charges for Service** revenues are just slightly above expected levels at the end of the second quarter, primarily related to the popularity of recreation programs and the golf course.
- (7) **Fines and Forfeitures** revenues are higher than expected due to the fluctuating nature of ticketing and collections by Public Safety.
- (8) The majority of our **Rent** income derives from our tower leases, which are paid annually at the start of the year. The budget also includes \$85,000 for a billboard lease that is paid monthly.
- (9) **Miscellaneous** revenue includes quarterly purchasing card rebates, which vary based on purchasing card spending.
- (10) The **Street** department experienced personnel savings due to a vacant position during the first half of the year.
- (11) **Recycling** expenditures only include five months of hauler invoices at the end of June. The June invoice has been paid in July.
- (12) The majority of **Forestry** expenditures such as seasonal wages and tree removal services will continue through the remainder of the warm summer months.
- (13) 13% of the **Fire** division's budget is related to a one-time contribution of Fire State Aid to the PERA SVF Retirement fund that occurs in or around October of each year. Additionally, only 40% of budgeted personnel has been spent based on calls for service so far this year.
- (14) **Transfers Out** generally occur at the end of the year, unless budget amendments are made mid-year.
- (15) The **Turnover Ratio** is an annual budgetary item used to acknowledge the budgetary savings the City generally experiences due to employee turnover throughout the year.

At the end of the second quarter, the **General Fund** has \$10.8 million in available reserves or 49% of the current annual operating budget. The City's fund balance policy requires a minimum fund balance at year-end of 35% of the subsequent year's budgeted operating expenditures, and a year-end target of between 41% - 45%.

Water Utility Fund

The **Water Utility Fund** includes the activities associated with the City's water distribution system. Its primary funding source are fees charged to water customers based on consumption.

City of New Brighton
Water Utility Fund Budget to Actual (Unaudited)
For the Quarter Ended June 30, 2025

	Adopted Budget	YTD Balance 6/30/2025	Available Balance	% Budget Used	YTD Balance 6/30/2024
Revenues					
Charges for Service	\$ 4,360,500	\$ 1,350,288	\$ 3,010,212	31% (1)	\$ 1,278,294
Investment Interest	77,000	31,719	45,281	41% (2)	27,449
Total Revenues	\$ 4,437,500	\$ 1,382,007	\$ 3,055,493	31%	\$ 1,305,743
Expenditures					
Personnel	\$ 1,131,100	\$ 502,825	\$ 628,275	44% (3)	\$ 525,453
Materials	160,000	87,623	72,377	55%	74,757
Contractual Service	894,800	463,410	431,390	52%	372,772
Interfund Loan Interest	31,900	16,722	15,178	52%	24,057
Transfers Out	363,800	181,902	181,898	50%	181,902
Total Operating	2,581,600	1,252,482	1,329,118	49%	1,178,941
Capital	1,990,500	358,381		(4)	
Total Expenditures	\$ 4,572,100	\$ 1,610,863			
Net Revenues Over/(Under)					
Expenditures	\$ (134,600)	\$ (228,856)			

Comments on Items with Less than 45% or More than 55% of Budget Used

- (1) **Charges for Service** revenue only includes about four months of activity as of the end of the second quarter. This is merely due to the timing of the City's quarterly bills.
- (2) **Investment Interest** revenue only includes five months of activity at the end of the second quarter due to the City's month-end accounting practices.
- (3) The Water Fund experienced **personnel** savings due to a vacant position during the first half of the year.
- (4) Budgeted **Capital** expenditures for the year include WTP 3,4,5 and Well House 8 building improvements, re-painting of the Forestdale water tower, and water infrastructure related to the 2025 Street Construction project. Expenditures recorded through the first half of the year are all related to the water tower. All other expenditures will occur later in the year.

As of June 30, 2025, the **Water Utility Fund** has a positive cash balance of \$3,355,698.

Sewer Utility Fund

The **Sewer Utility Fund** includes the activities associated with the City's sewer collection system. Its primary funding source are fees charged to sewer customers based on consumption.

City of New Brighton
Sewer Utility Fund Budget to Actual (Unaudited)
For the Quarter Ended June 30, 2025

	Adopted Budget	YTD Balance 6/30/2025	Available Balance	% Budget Used	YTD Balance 6/30/2024
Revenues					
Charges for Service	\$ 4,513,700	\$ 1,415,945	\$ 3,097,755	31% (1)	\$ 1,314,762
Investment Interest	26,000	6,825	19,175	26% (2)	8,730
Assessment Interest	20,000	9,853	10,147	49%	9,572
Total Revenues	\$ 4,559,700	\$ 1,432,623	\$ 3,127,077	31%	\$ 1,333,064
Expenditures					
Personnel	\$ 656,000	\$ 291,148	\$ 364,852	44%	\$ 302,447
Materials	30,000	33,491	(3,491)	112% (3)	7,597
Contractual Service	3,240,300	1,548,812	1,691,488	48%	1,451,365
Miscellaneous Exp	-	12,718	(12,718)	100% (4)	-
Transfers Out	239,400	119,700	119,700	50%	119,700
Total Operating	4,165,700	2,005,869	2,159,831	48%	1,881,109
Capital	522,000	8,836		(5)	
Total Expenditures	\$ 4,687,700	\$ 2,014,705			
Net Revenues Over/(Under)					
Expenditures	\$ (128,000)	\$ (582,082)			

Comments on Items with Less than 45% or More than 55% of Budget Used

- (1) **Charges for Service** revenue only includes about four months of activity as of the end of the second quarter. This is merely due to the timing of the City's quarterly bills.
- (2) **Investment Interest** revenue only includes five months of activity at the end of the second quarter due to the City's month-end accounting practices.
- (3) **Materials** and small equipment are purchased as needed throughout the year for work done on sewer lines, lift stations and other sewer-related maintenance work. During the first quarter, a machine was purchased to clean off-road manholes and a large purchase of Root-X was made to control roots in sewer lines.
- (4) **Miscellaneous expenditures** include grant awards for the 2025 private property inflow and infiltration (I/I) program, which will be reimbursed to the City by Met Council.
- (5) Budgeted **capital** expenditures for the year include sewer lining, replacement of Lift Station #8 with new pumps and controls, and sewer infrastructure related to the 2025 Street Construction project. These expenditures will occur later in the year.

As of June 30, 2025, the **Sewer Utility Fund** has a positive cash balance of \$822,295.

Stormwater Management Fund

The **Stormwater Management Fund** includes activities associated with the City's storm sewer collection system. Its primary funding source are fixed base fees charged to storm sewer customers.

City of New Brighton
Stormwater Management Fund Budget to Actual (Unaudited)
For the Quarter Ended June 30, 2025

	Adopted Budget	YTD Balance 6/30/2025	Available Balance	% Budget Used	YTD Balance 6/30/2024
Revenues					
Intergovernmental	\$ -	\$ 26,205	\$ (26,205)	100.0% (1)	\$ -
Charges for Service	1,374,700	457,233	917,467	33% (2)	436,539
Investment Interest	24,000	12,325	11,675	51%	8,850
Total Revenues	\$ 1,398,700	\$ 495,763	\$ 902,937	35%	\$ 445,389
Expenditures					
Personnel	\$ 255,100	\$ 109,322	\$ 145,778	43%	\$ 116,116
Materials	32,000	6,913	25,087	22% (3)	14,811
Contractual Service	342,200	174,111	168,089	51%	148,188
Interfund Loan Interest	91,200	47,047	44,153	52%	40,133
Transfers Out	118,200	60,098	58,102	51%	58,098
Total Operating	838,700	397,491	441,209	47%	377,345
Capital	726,000	-		(4)	
Total Expenditures	\$ 1,564,700	\$ 397,491			
Net Revenues Over/(Under)					
Expenditures	\$ (166,000)	\$ 98,272			

Comments on Items with Less than 45% or More than 55% of Budget Used

- (1) **Intergovernmental** revenue includes a Minnesota Pollution Control Agency reimbursement grant for the 10th Street NW resiliency project.
- (2) **Charges for Service** revenue only includes about four months of activity as of the end of the second quarter. This is merely due to the timing of the City's quarterly bills.
- (3) **Materials** are purchased as needed throughout the year for stormwater-related maintenance work.
- (4) Budgeted **capital** expenditures for the year include pavement management projects, pond dredging, flood mitigation projects, and storm sewer infrastructure related to the 2025 Street Construction project. These expenditures will occur later in the year.

As of June 30 2025, the **Stormwater Management Fund** has a positive cash balance of \$1,358,112.

Street Light System Fund

The **Street Light System Fund** includes activities associated with the City's streets light system. Its primary funding source are fixed base fees charged to all City property owners.

City of New Brighton
Street Light System Fund Budget to Actual (Unaudited)
For the Quarter Ended March 31, 2025

	Adopted Budget	YTD Balance 6/30/2025	Available Balance	% Budget Used	YTD Balance 6/30/2024
Revenues					
Charges for Service	\$ 364,000	\$ 124,064	\$ 239,936	34% (1)	\$ 121,240
Investment Interest	13,000	1,020	11,980	8% (2)	5,172
Total Revenues	\$ 377,000	\$ 125,084	\$ 251,916	33%	\$ 126,412
Expenditures					
Materials	1,000	-	1,000	0% (3)	372
Contractual Service	215,300	92,921	122,379	43% (3)	78,901
Interfund Loan Interest	22,600	11,821	10,779	52%	13,801
Transfers Out	33,600	16,800	16,800	50%	16,800
Total Expenditures	272,500	121,542	150,958	45%	109,874
Capital	80,000	-		(4)	
Total Expenditures	\$ 352,500	\$ 121,542			
Net Revenues Over/(Under)					
Expenditures	\$ 24,500	\$ 3,542			

Comments on Items with Less than 45% or More than 55% of Budget Used

- (1) **Charges for Service** revenue only includes about four months of activity as of the end of the second quarter. This is merely due to the timing of the City's quarterly bills.
- (2) **Investment Interest** revenue is low at the end of the second quarter due to a lower than projected cash balance. A planned \$200,000 interfund loan is yet to be transferred from the Community Reinvestment Fund.
- (3) **Materials** are purchased as needed throughout the year for stormwater-related maintenance work.
- (4) **Contractual Service** expenditures only include five months of electricity bills as of the end of the second quarter. June charges are paid in July. This budget also includes general maintenance and repair costs, which are incurred as needed throughout the year.
- (5) Budgeted **capital** expenditures include traffic signal painting. These expenditures will occur later in the year.

As of June 30, 2025, the **Street Light System Fund** has a positive cash balance of \$77,644.

Investments

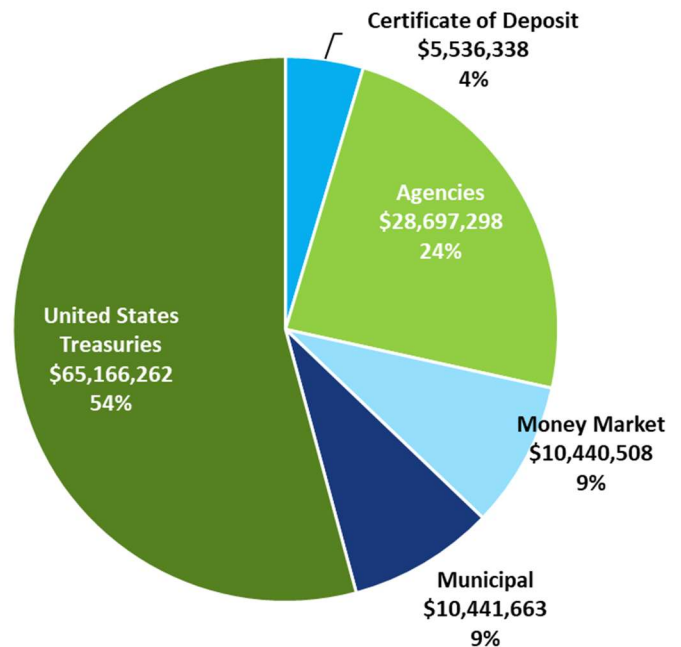
It is the policy of the City to invest public funds in a low-risk manner that will preserve principal while meeting the daily cash flow demands of the City's operations, and conform to all federal, state and local regulations governing the investment of public funds. The portfolio is designed to provide the highest investment return available within these parameters.

Portfolio Characteristics

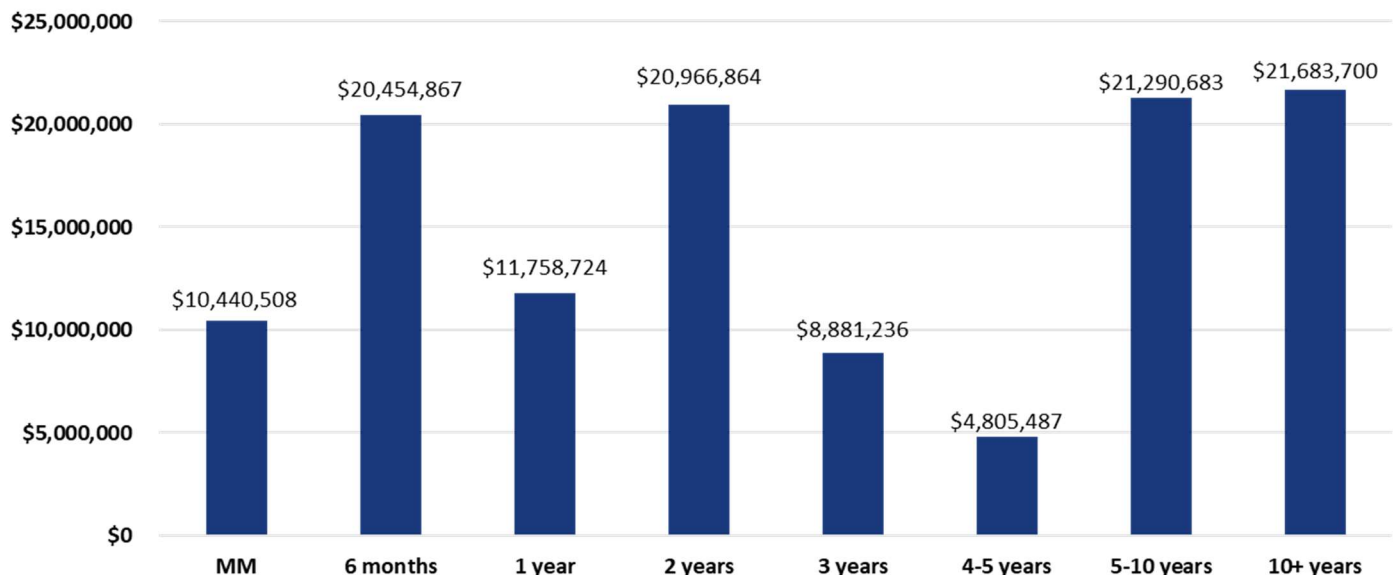
Book Value	\$120,282,070
Market Value	\$120,149,139
Unrealized Gain(Loss)	\$ (132,931)*
YTD Earnings	\$ 2,290,750
Yield to Maturity	3.45%

*An unrealized loss is a decrease in the value of an investment that an investor holds. A gain or loss becomes realized when the investment is actually sold. Our investments are generally not intended to be sold, but instead held to maturity. The unrealized loss is a function of rising interest rates.

City of New Brighton Investment Portfolio
as of 6/30/25 By Investment Type



City of New Brighton Investment Portfolio as of 6/30/25 By Maturity Date

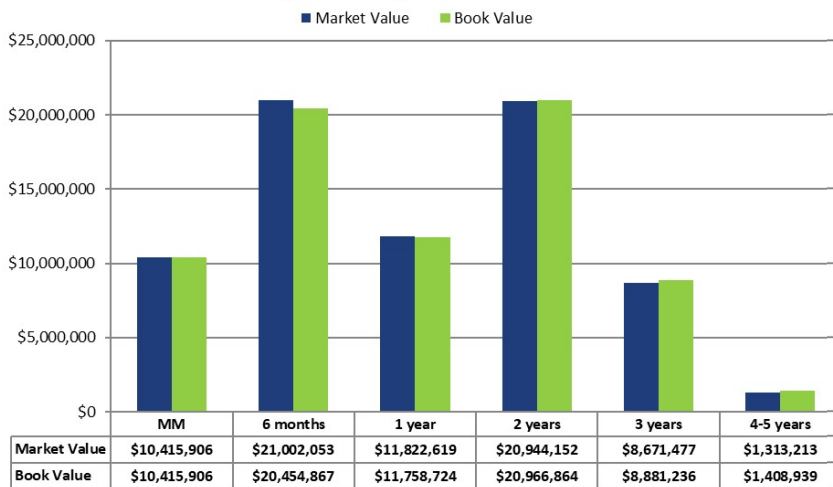


Investments (continued)

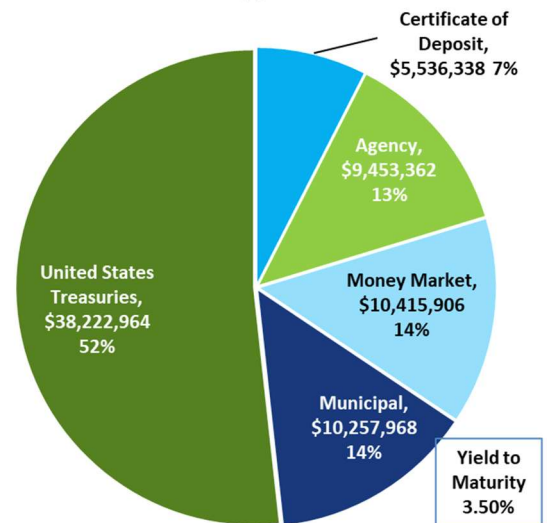
Portfolio by Investment Manager

Below is a snapshot of the portfolio with the internally-managed assets separated from those managed by PMA Asset Management, LLC. PMA is actively managing approximately \$46 million of the portfolio primarily intended to meet the long-term cash flow needs of the water treatment plant. The rest of the City's portfolio is managed internally to meet short-term operating and capital cash flow needs.

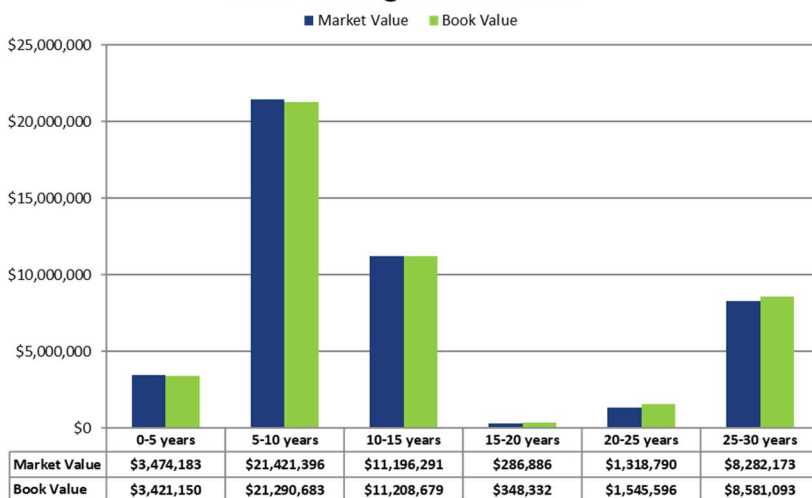
Internally-Managed Maturities



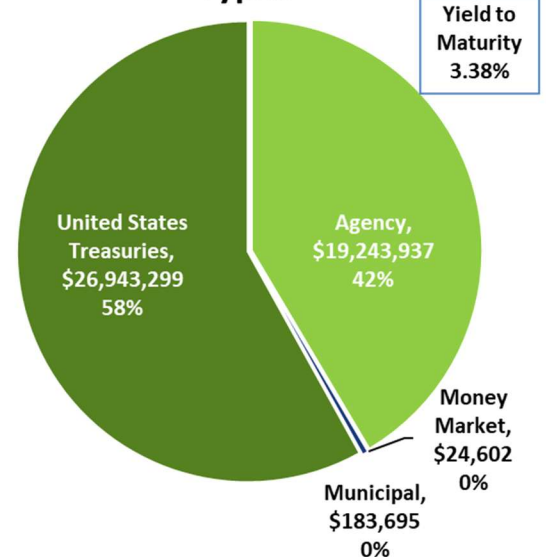
Internally-Managed Investment Types



PMA-Managed Maturities



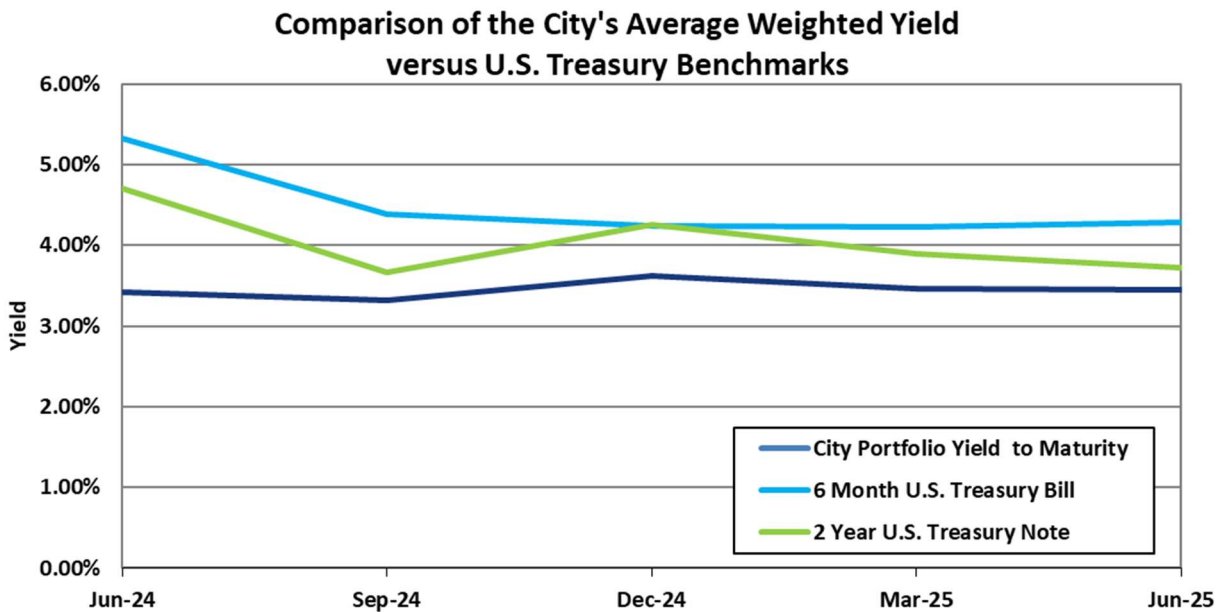
PMA-Managed Investment Types



Investments (continued)

Investment Yield to Maturity

The chart below shows the City's yield to maturity in comparison with US Treasury benchmarks. The City's average investment yield decreased only slightly in the second quarter from 3.46% to 3.45%. Interest rates on 2-year investment offerings continued to decrease during the second quarter, while shorter-term 6-month securities remained consistent.



Community Reinvestment Fund

The **Community Reinvestment Fund** provides internal loans for capital projects in other funds which are experiencing temporary cashflow deficits, primarily the Utility Funds. It is also used for various projects, improvements or initiatives as identified by Management and Council.

City of New Brighton
Community Reinvestment Fund Cashflow Projections
As of June 30, 2025

	Actual 2024	Projected 2025	Projected 2026	Projected 2027	Projected 2028	Projected 2029
Cash Balance as of 1/1/20XX	\$ 2,423,207	\$ 1,032,532	\$ 475,432	\$ 1,710,432	\$ 2,530,232	\$ 1,672,732
Revenues:						
Interest Earnings	73,335	23,000	4,700	17,100	25,300	16,700
City Hall Lease Payments	12,870	14,000	5,900	-	-	-
Xcel Franchise Fees	-	133,900	133,900	133,900	133,900	133,900
Interfund Loan Repayments:						
Stormwater Fund	419,027	489,300	594,100	594,100	640,700	582,400
Street Lights Fund	158,564	158,600	181,900	160,200	128,100	128,100
Water Fund	238,808	238,800	314,500	314,500	314,500	337,900
License Bureau	146,700	-	-	-	-	-
Excess Tax Increment	(3,020)	-	-	-	-	-
Transfers In From:						
General Fund	100,000	300,000	-	-	-	-
Total Revenues:	1,146,284	1,357,600	1,235,000	1,219,800	1,242,500	1,199,000
Expenditures:						
Fire Relief Contribution						
Parks Comp Plan Funding	1,200,000	-	-	-	600,000	400,000
Municipal Facility Study	19,400	80,600	-	-	-	-
General Fund Support	517,559	84,100	-	-	-	-
Interfund Loans:						
Stormwater Fund	800,000	900,000	-	400,000	-	800,000
Street Lights Fund	-	200,000	-	-	-	-
Water Fund	-	650,000	-	-	1,500,000	-
Total Expenditures:	2,536,959	1,914,700	-	400,000	2,100,000	1,200,000
Net Change to Cash:	(1,390,675)	(557,100)	1,235,000	819,800	(857,500)	(1,000)
Cash Balance Reserved for:						
Interfund Loans	740,797	209,516	1,308,016	1,989,916	993,116	851,416
Community Improvements	291,735	132,000	133,300	134,600	135,900	137,300
Climate Action Plan	-	133,916	269,116	405,716	543,716	683,016
Total as of 12/31/20XX	\$ 1,032,532	\$ 475,432	\$ 1,710,432	\$ 2,530,232	\$ 1,672,732	\$ 1,671,732

Street Financing Fund

The **Street Financing Fund** provides internal loans to the Street Improvement Fund for annual street reconstruction projects. Revenues include assessments and levies for the repayment of the loans, interest earnings and Local Government Aid (LGA). It was the goal of the City by 2025 to eliminate all external financing of street projects and instead finance all street projects internally using this fund.

City of New Brighton Street Financing Fund Cashflow Projections As of June 30, 2025

	Actual 2024	Projected 2025	Projected 2026	Projected 2027	Projected 2028	Projected 2029
Cash Balance as of 1/1/20XX	\$ 4,938,735	\$ 4,266,853	\$ 4,241,453	\$ 3,085,553	\$ 2,469,453	\$ 1,963,253
Revenues:						
Interest Earnings	142,888	42,700	42,400	30,900	24,700	19,600
Assessments	218,636	395,700	416,400	513,700	533,700	565,200
Annual Levy Loan Repayments	1,226,800	1,363,800	1,465,300	1,579,300	1,705,400	1,983,400
LGA	779,794	782,400	-	-	-	-
Total Revenues:	2,368,118	2,584,600	1,924,100	2,123,900	2,263,800	2,568,200
Expenditures:						
Interfund Loans:						
2024 Street Project	3,040,000	-	-	-	-	-
2025 Street Project	-	2,610,000	-	-	-	-
2026 Street Project	-	-	3,080,000	-	-	-
2027 Street Project	-	-	-	2,740,000	-	-
2028 Street Project	-	-	-	-	2,770,000	-
2029 Street Project						3,180,000
Total Expenditures:	3,040,000	2,610,000	3,080,000	2,740,000	2,770,000	3,180,000
Net Change to Cash:	(671,882)	(25,400)	(1,155,900)	(616,100)	(506,200)	(611,800)
Cash Balance as of 12/31/20XX	\$ 4,266,853	\$ 4,241,453	\$ 3,085,553	\$ 2,469,453	\$ 1,963,253	\$ 1,351,453

Municipal Development Fund

The **Municipal Development Fund** provides internal financing for community development and initial project costs related to the City's Tax Increment Financing Districts. It is also used for other projects or internal financing needs as identified by Management and Council.

City of New Brighton Municipal Development Fund Cashflow Projections As of June 30, 2025

	Actual 2024	Projected 2025	Projected 2026	Projected 2027	Projected 2028	Projected 2029
Cash Balance as of 1/1/20XX	\$ 11,895,088	\$ 11,949,615	\$ 11,077,515	\$ 10,738,015	\$ 10,615,215	\$ 10,500,415
Revenues:						
Interest Earnings	315,745	119,500	110,800	107,400	106,200	105,000
Loan Repayments:						
TIF	681,274	445,300	518,500	522,600	523,100	524,600
Water Fund	222,653	-	-	-	-	-
Parks Comp Plan	-	-	-	187,100	187,100	187,100
API Pymt in Lieu of TIF	62,206	62,200	62,200	62,200	62,200	62,200
Total Revenues:	1,281,878	627,000	691,500	879,300	878,600	878,900
Expenditures:						
Internal Loans:						
TIF	805,109	963,200	1,031,000	1,002,100	993,400	984,000
Parks Comp Plan	640,189	535,900	-	-	-	-
Old Hwy 8 & 8th Ave	(421,020)	-	-	-	-	-
Lake Jones Overlook	203,072	-	-	-	-	-
Total Expenditures:	1,227,350	1,499,100	1,031,000	1,002,100	993,400	984,000
Net Change to Cash:	54,528	(872,100)	(339,500)	(122,800)	(114,800)	(105,100)
Cash Balance as of 12/31/20XX	\$ 11,949,615	\$ 11,077,515	\$ 10,738,015	\$ 10,615,215	\$ 10,500,415	\$ 10,395,315



Second Quarter 2025 Financial Update

07/22/2025

Gina Foschi, Finance Director



Quarterly Financial Report Overview

The funds included in the report account for the City's core budgeted functions:

- General Fund
- Water Utility Fund
- Sewer Utility Fund
- Stormwater Management Fund
- Street Light System Fund

Explanations are provided for any budget to actual differences that could be considered “significant”:

- At the end of the 2nd quarter (50% through the year) this includes variances of less than 45% or more than 55%

The 2nd quarter report is also where we provide Council with cash flow projections of the City's three internal financing sources:

- Community Reinvestment Fund
- Street Financing Fund
- Municipal Development Fund

The report also includes a summary of the City's investment portfolio as of June 30, 2025.

2025 Second Quarter – General Fund Revenues

	<u>Amended Budget</u>	<u>YTD Balance 6/30/2025</u>	<u>Available Balance</u>	<u>% Budget Used</u>	<u>YTD Balance 6/30/2024</u>
Revenues					
Taxes	\$14,493,200	\$ 5,969,205	\$ 8,523,995	41%	\$ 5,955,456
Franchise Taxes	1,255,000	383,656	871,344	31%	387,368
Licenses	201,500	247,292	(45,792)	123%	192,807
Permits	500,000	353,847	146,153	71%	389,987
Intergovernmental	1,077,700	392,781	684,919	36%	257,585
Charges for Service	5,082,800	2,865,784	2,217,016	56%	2,541,304
Fines & Forfeitures	55,000	31,292	23,708	57%	27,082
Investment Income	125,000	59,089	65,911	47%	54,917
Rents/Leases	386,200	349,857	36,343	91%	338,870
Miscellaneous	50,000	37,182	12,818	74%	41,345
Transfers In	795,900	376,500	419,400	47%	515,184
Total Revenues	\$24,022,300	\$11,066,485	\$12,955,815	46%	\$10,701,906

2025 Second Quarter – General Fund Expenditures

	<u>Adopted Budget</u>	<u>YTD Balance 6/30/2025</u>	<u>Available Balance</u>	<u>% Budget Used</u>	<u>YTD Balance 6/30/2024</u>
Expenditures					
Administration	\$ 2,024,600	\$ 1,027,104	\$ 997,496	51%	\$ 898,806
Finance	1,948,200	945,011	1,003,189	49%	858,204
DCAD	3,128,300	1,441,407	1,686,893	46%	1,410,069
Parks and Recreation	6,187,200	2,913,765	3,273,435	47%	2,549,847
Public Safety	8,838,000	4,016,429	4,821,571	45%	3,749,083
Transfers Out	2,878,100	660,000	2,218,100	23%	797,600
Turnover Ratio	(299,000)	-	(299,000)	0%	
Total Expenditures	<u>\$ 24,705,400</u>	<u>\$ 11,003,716</u>	<u>\$ 13,701,684</u>	<u>45%</u>	<u>\$ 10,263,609</u>
Net Revenues Over/ (Under) Expenditures	<u>\$ (683,100)</u>	<u>\$ 62,769</u>			
2024 Fund Balance		<u>10,718,494</u>			
6/30/2025 Fund Balance		<u>\$ 10,781,263</u>			

2025 Second Quarter Water Utility Fund

	<u>Adopted Budget</u>	<u>YTD Balance 6/30/2025</u>	<u>Available Balance</u>	<u>% Budget Used</u>	<u>YTD Balance 6/30/2024</u>
Revenues					
Charges for Service	\$ 4,360,500	\$ 1,350,288	\$ 3,010,212	31%	\$ 1,278,294
Investment Interest	77,000	31,719	45,281	41%	27,449
Total Revenues	<u>\$ 4,437,500</u>	<u>\$ 1,382,007</u>	<u>\$ 3,055,493</u>	<u>31%</u>	<u>\$ 1,305,743</u>
Expenditures					
Personnel	\$ 1,131,100	\$ 502,825	\$ 628,275	44%	\$ 525,453
Materials	160,000	87,623	72,377	55%	74,757
Contractual Service	894,800	463,410	431,390	52%	372,772
Interfund Loan Interest	31,900	16,722	15,178	52%	24,057
Transfers Out	363,800	181,902	181,898	50%	181,902
Total Operating	<u>2,581,600</u>	<u>1,252,482</u>	<u>1,329,118</u>	<u>49%</u>	<u>1,178,941</u>
Capital	<u>1,990,500</u>	<u>358,381</u>			
Total Expenditures	<u>\$ 4,572,100</u>	<u>\$ 1,610,863</u>			
Net Revenues Over/(Under)					
Expenditures	<u>\$ (134,600)</u>	<u>\$ (228,856)</u>			

6/30/2025 Cash Balance \$3,355,698
 [Target Range \$637,000 - \$3,964,000]

2025 Second Quarter Sewer Utility Fund

	<u>Adopted Budget</u>	<u>YTD Balance 6/30/2025</u>	<u>Available Balance</u>	<u>% Budget Used</u>	<u>YTD Balance 6/30/2024</u>
Revenues					
Charges for Service	\$ 4,513,700	\$ 1,415,945	\$ 3,097,755	31%	\$ 1,314,762
Investment Interest	26,000	6,825	19,175	26%	8,730
Assessment Interest	20,000	9,853	10,147	49%	9,572
Total Revenues	\$ 4,559,700	\$ 1,432,623	\$ 3,127,077	31%	\$ 1,333,064
Expenditures					
Personnel	\$ 656,000	\$ 291,148	\$ 364,852	44%	\$ 302,447
Materials	30,000	33,491	(3,491)	112%	7,597
Contractual Service	3,240,300	1,548,812	1,691,488	48%	1,451,365
Miscellaneous Exp	-	12,718	(12,718)	100%	-
Transfers Out	239,400	119,700	119,700	50%	119,700
Total Operating	4,165,700	2,005,869	2,159,831	48%	1,881,109
Capital	522,000	8,836			
Total Expenditures	\$ 4,687,700	\$ 2,014,705			
Net Revenues Over/(Under)					
Expenditures	<u>\$ (128,000)</u>	<u>\$ (582,082)</u>			

6/30/2025 Cash Balance \$822,295
 [Target Range \$1,041,000 - \$4,789,000]

2025 Second Quarter Stormwater Management Fund

	<u>Adopted Budget</u>	<u>YTD Balance 6/30/2025</u>	<u>Available Balance</u>	<u>% Budget Used</u>	<u>YTD Balance 6/30/2024</u>
Revenues					
Intergovernmental	\$ -	\$ 26,205	\$ (26,205)	100.0%	\$ -
Charges for Service	1,374,700	457,233	917,467	33%	436,539
Investment Interest	24,000	12,325	11,675	51%	8,850
Total Revenues	<u>\$ 1,398,700</u>	<u>\$ 495,763</u>	<u>\$ 929,142</u>	<u>35%</u>	<u>\$ 445,389</u>
Expenditures					
Personnel	\$ 255,100	\$ 109,322	\$ 145,778	43%	\$ 116,116
Materials	32,000	6,913	25,087	22%	14,811
Contractual Service	342,200	174,111	168,089	51%	148,188
Interfund Loan Interest	91,200	47,047	44,153	52%	40,133
Transfers Out	118,200	60,098	58,102	51%	58,098
Total Operating	<u>838,700</u>	<u>397,491</u>	<u>441,209</u>	<u>47%</u>	<u>377,345</u>
Capital	<u>726,000</u>	<u>-</u>			
Total Expenditures	<u>\$ 1,564,700</u>	<u>\$ 397,491</u>			
Net Revenues Over/(Under)					
Expenditures	<u><u>\$ (166,000)</u></u>	<u><u>\$ 98,272</u></u>			

6/30/2025 Cash Balance \$1,358,112
 [Target Range \$186,000 - \$1,785,000]

2025 Second Quarter Street Light System Fund

	<u>Adopted Budget</u>	<u>YTD Balance 3/31/2025</u>	<u>Available Balance</u>	<u>% Budget Used</u>	<u>YTD Balance 3/31/2024</u>
Revenues					
Charges for Service	\$ 364,000	\$ 124,064	\$ 239,936	34%	\$ 121,240
Investment Interest	13,000	1,020	11,980	8%	5,172
Total Revenues	<u>\$ 377,000</u>	<u>\$ 125,084</u>	<u>\$ 251,916</u>	<u>33%</u>	<u>\$ 126,412</u>
Expenditures					
Materials	1,000	-	1,000	0%	372
Contractual Service	215,300	92,921	122,379	43%	78,901
Interfund Loan Interest	22,600	11,821	10,779	52%	13,801
Transfers Out	33,600	16,800	16,800	50%	16,800
Total Expenditures	<u>272,500</u>	<u>121,542</u>	<u>150,958</u>	<u>45%</u>	<u>109,874</u>
Capital	80,000	-			
Total Expenditures	<u>\$ 352,500</u>	<u>\$ 121,542</u>			
Net Revenues Over/(Under)					
Expenditures	<u><u>\$ 24,500</u></u>	<u><u>\$ 3,542</u></u>			

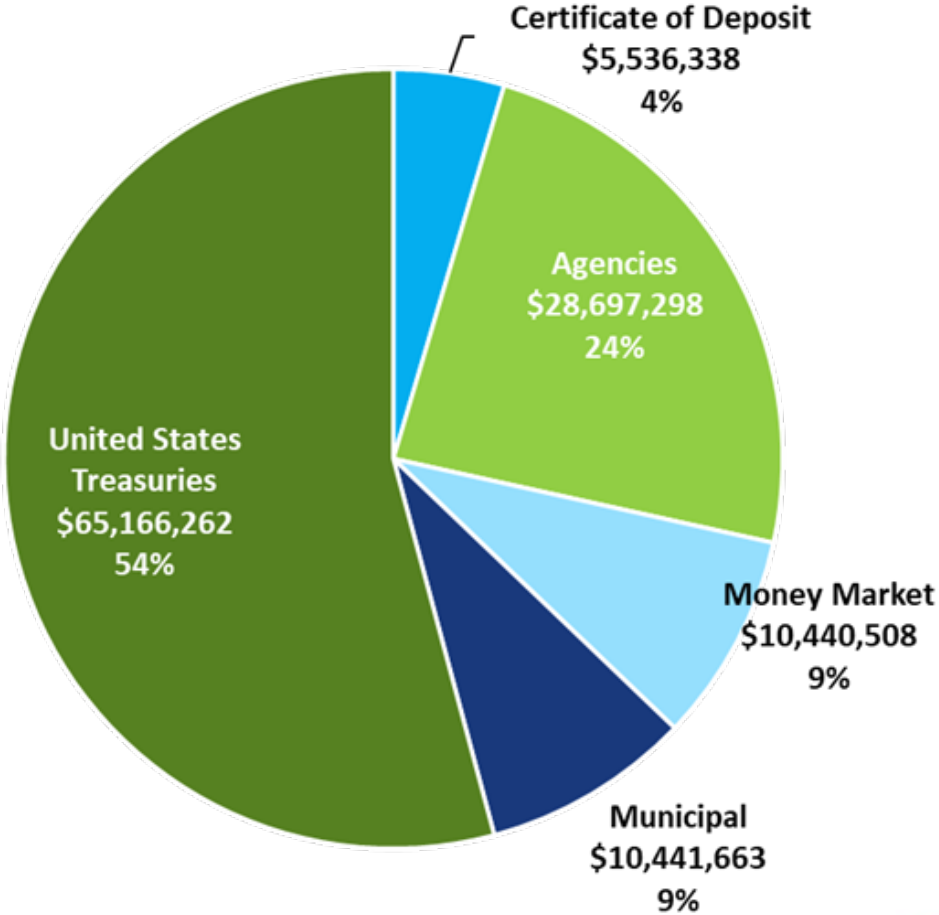
6/30/2025 Cash Balance \$77,644
 [Target Range \$62,000 - \$439,000]

2025 Second Quarter Investment Portfolio

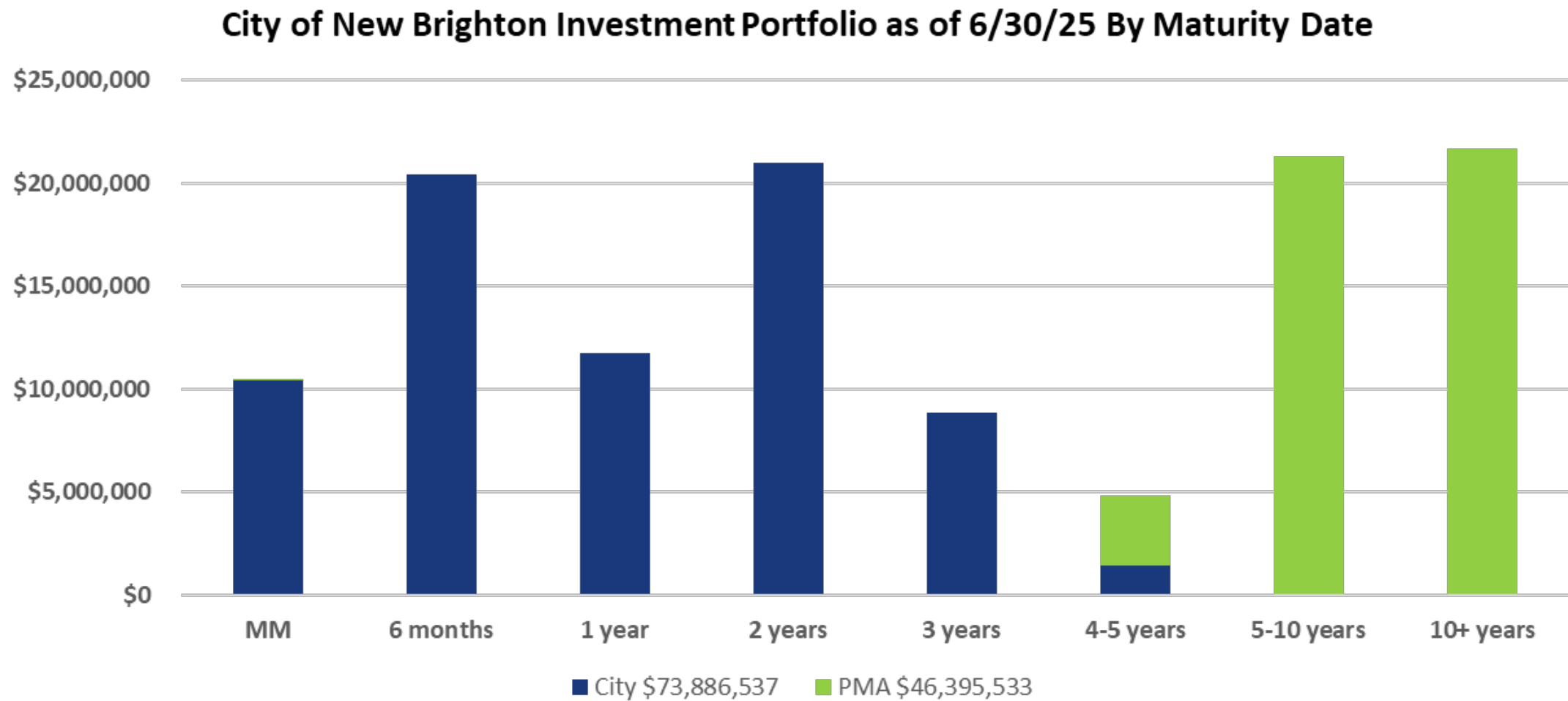
Portfolio Characteristics

Book Value	\$120,282,070
Market Value	\$120,149,139
Unrealized Gain(Loss)	\$ (132,931)
YTD Earnings	\$ 2,290,750
Yield to Maturity	3.45%

City of New Brighton Investment Portfolio
as of 6/30/25 By Investment Type



2025 Second Quarter Investment Portfolio (continued)



Community Reinvestment Fund Cash Flow Projections

	Actual 2024	Projected 2025	Projected 2026	Projected 2027	Projected 2028	Projected 2029	Projected 2030
Cash Balance as of 1/1/20XX	\$ 2,423,207	\$ 1,032,532	\$ 475,432	\$ 1,710,432	\$ 2,530,232	\$ 1,672,732	\$ 1,671,732
Revenues:							
Interest Earnings	73,335	23,000	4,700	17,100	25,300	16,700	16,700
City Hall Lease Payments	12,870	14,000	5,900	-	-	-	-
Xcel Franchise Fees	-	133,900	133,900	133,900	133,900	133,900	133,900
Interfund Loan Repayments	963,099	886,700	1,090,500	1,068,800	1,083,300	1,048,400	1,060,100
Excess Tax Increment	(3,020)	-	-	-	-	-	-
Transfers In	100,000	300,000	-	-	-	-	-
Total Revenues:	1,146,284	1,357,600	1,235,000	1,219,800	1,242,500	1,199,000	1,210,700
Expenditures:							
Parks Comp Plan Funding	1,200,000	-	-	-	600,000	400,000	-
Street Financing Contribution	-	-	-	-	-	-	700,000
Municipal Facility Study	19,400	80,600	-	-	-	-	-
General Fund Support	517,559	84,100	-	-	-	-	-
Interfund Loans	800,000	1,750,000	-	400,000	1,500,000	800,000	750,000
Total Expenditures:	2,536,959	1,914,700	-	400,000	2,100,000	1,200,000	1,450,000
Net Change to Cash:	(1,390,675)	(557,100)	1,235,000	819,800	(857,500)	(1,000)	(239,300)
Cash Balance Reserved for:							
Interfund Loans	740,797	209,516	1,308,016	1,989,916	993,116	851,416	470,016
Community Improvements	291,735	132,000	133,300	134,600	135,900	137,300	138,700
Climate Action Plan	-	133,916	269,116	405,716	543,716	683,016	823,716
Total as of 12/31/20XX	\$ 1,032,532	\$ 475,432	\$ 1,710,432	\$ 2,530,232	\$ 1,672,732	\$ 1,671,732	\$ 1,432,432

Street Financing Fund Cash Flow Projections

	Actual 2024	Projected 2025	Projected 2026	Projected 2027	Projected 2028	Projected 2029	Projected 2030
Cash Balance as of 1/1/20XX	\$ 4,938,735	\$ 4,266,853	\$ 4,241,453	\$ 3,085,553	\$ 2,469,453	\$ 1,963,253	\$ 1,351,453
Revenues:							
Interest Earnings	142,888	42,700	42,400	30,900	24,700	19,600	13,500
Assessments	218,636	395,700	416,400	513,700	533,700	565,200	635,900
Annual Levy Loan Repayments	1,226,800	1,363,800	1,465,300	1,579,300	1,705,400	1,983,400	2,219,400
LGA	779,794	782,400	-	-	-	-	-
Total Revenues:	2,368,118	2,584,600	1,924,100	2,123,900	2,263,800	2,568,200	3,568,800
Expenditures:							
Interfund Loans:							
Street Projects	3,040,000	2,610,000	3,080,000	2,740,000	2,770,000	3,180,000	3,770,000
Total Expenditures:	3,040,000	2,610,000	3,080,000	2,740,000	2,770,000	3,180,000	3,770,000
Net Change to Cash:	(671,882)	(25,400)	(1,155,900)	(616,100)	(506,200)	(611,800)	(201,200)
Cash Balance as of 12/31/20XX	\$ 4,266,853	\$ 4,241,453	\$ 3,085,553	\$ 2,469,453	\$ 1,963,253	\$ 1,351,453	\$ 1,150,253

Municipal Development Fund Cash Flow Projections

	Actual 2024	Projected 2025	Projected 2026	Projected 2027	Projected 2028	Projected 2029	Projected 2030
Cash Balance as of 1/1/20XX	\$ 11,895,088	\$ 11,949,615	\$ 11,077,515	\$ 10,738,015	\$ 10,615,215	\$ 10,500,415	\$ 10,395,315
Revenues:							
Interest Earnings	315,745	119,500	110,800	107,400	106,200	105,000	104,000
Loan Repayments:							
TIF	681,274	445,300	518,500	522,600	523,100	524,600	519,800
Water Fund	222,653	-	-	-	-	-	-
Parks Comp Plan	-	-	-	187,100	187,100	187,100	187,100
API Pymt in Lieu of TIF	62,206	62,200	62,200	62,200	62,200	62,200	62,200
Total Revenues:	1,281,878	627,000	691,500	879,300	878,600	878,900	873,100
Expenditures:							
Internal Loans:							
TIF	805,109	963,200	1,031,000	1,002,100	993,400	984,000	1,015,900
Parks Comp Plan	640,189	535,900	-	-	-	-	-
Old Hwy 8 & 8th Ave	(421,020)	-	-	-	-	-	-
Lake Jones Overlook	203,072	-	-	-	-	-	-
Total Expenditures:	1,227,350	1,499,100	1,031,000	1,002,100	993,400	984,000	1,015,900
Net Change to Cash:	54,528	(872,100)	(339,500)	(122,800)	(114,800)	(105,100)	(142,800)
Cash Balance as of 12/31/20XX	\$ 11,949,615	\$ 11,077,515	\$ 10,738,015	\$ 10,615,215	\$ 10,500,415	\$ 10,395,315	\$ 10,252,515

Recommend Council Accepts the Second Quarter 2025 Interim Financial Report

Questions?

Gina Foschi

Finance Director

Gina.Foschi@newbrightonmn.gov