



**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 October 28, 2025**

Members of the City Council will attend the meeting in person unless eligible to attend remotely per MN Stat. 13D.02

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 Recognizing Eagle Scout Elliott Gustafson
2. Proclamation Recognizing the 75th Anniversary of the New Brighton Lions Club

VI. Consent Agenda

1. Consider Approval of Payments
2. Consider Approval of City Council Minutes
 - a. October 14, 2025 City Council Minutes
 - b. October 14, 2025 City Council Work Session Minutes
3. Accept Receipt of Commission Minutes - None
4. Resolution Authorizing Acceptance of a Metropolitan Council Policy Development Grant, and Granting Authorization to Enter Into a Contract with Thrive LLC To Complete a Housing Action Plan
5. Consider Approval of an Agreement for Electrical Inspection Services
6. Consider Authorizing Staff to Enter into an Agreement with Jessica Turtle and Rice Creek Watershed District for Public Art Installation at Hansen Park
7. Consider Resolution Appointing Individuals to Commissions
8. Consideration of Bids and Award of Contract for City Project 25-2B, 2025 Mill and Overlay
9. Consider Professional Services Agreement with Kimley Horn for City Project 26-1, 2026 Street Rehabilitation Design Services
10. Consider Resolution Authorizing a Transfer from the Street Financing Fund to the Street Improvement Capital Project Fund
11. Consider Resolution Authorizing Interfund Loans from the Community Reinvestment Fund to the Utility Funds

VII. Public Hearings

VIII. Council Business

1. New Brighton Town Center* Vision Plan Process Review (*TBD)
2. Consider Approval of Ordinance 923: An Ordinance to Conditionally Amend the Future Land Use Map in the 2040 Comprehensive Plan, and Conditionally Amend the Official Zoning Map for Land in and Around the Brightwood Hills Golf Course Clubhouse
 - a. Summary Publication Resolution for Ordinance 923
3. Consider Acceptance of the Third 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

Proclamation

WHEREAS, Elliott Gustafson began his Scouting journey as a Lion in Cub Scout Pack 187 in Minneapolis, later joining Pack 412 in New Brighton, where he earned the Arrow of Light and continued on to Scouts BSA Troop 412 in fifth grade; and

WHEREAS, throughout his years in Troop 412, Elliott served in multiple key leadership roles, including Patrol Leader, Assistant Senior Patrol Leader, and Senior Patrol Leader, and further distinguished himself by completing National Youth Leadership Training at Grey Wolf and participating in a 75-mile high-adventure trek at Philmont Scout Ranch in the mountains of New Mexico; and

WHEREAS, for his Eagle Scout Service Project, Elliott chose to make a lasting impact on our community by designing and constructing a paver patio near the first hole of the disc golf course at Hansen Park, working closely with New Brighton Parks and Recreation and leading a team of youth volunteers, while applying the leadership skills developed during his Scouting journey; and

WHEREAS, beyond Scouting, Elliott is a three-sport athlete at Irondale High School, competing in football, basketball, and baseball, and has been named captain of the Varsity baseball team for two consecutive seasons, while also enjoying the outdoors, music, fishing, and time with friends; and

WHEREAS, Elliott plans to continue his education in Exercise Science and pursue a career as a Physical Therapist or Athletic Trainer, with the goal of helping athletes recover from injuries and continue playing the sports they love; and

WHEREAS, earning the rank of Eagle Scout represents Scouting's highest honor, achieved by only a small percentage of Scouts, and reflects Elliott's character, perseverance, and commitment to excellence.

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

Elliott Gustafson

On his demonstration of exceptional leadership, service, perseverance, and commitment to excellence in the City of New Brighton and congratulate him for his achievement the rank of Eagle Scout.

*IN WITNESS WHEREOF, I have hereunto set my hand and
caused the Seal of the City of New Brighton,
Minnesota to be affixed this 28th day of October, 2025.*

Kari Niedfeldt-Thomas – MAYOR



Proclamation

WHEREAS, the New Brighton Lions Club was chartered by Lions Clubs International on November 10, 1950, with sponsorship from the Osseo Lions Club, and has since operated for seventy-five years guided by two enduring principles of service: “We Serve” and “Where there is a need, there is a Lion”; and

WHEREAS, the New Brighton Lions Club is part of Lions Clubs International, an organization of more than 49,000 clubs and 1.4 million members worldwide, which is committed to eight Global Causes: Childhood Cancer, Diabetes, Disaster Relief, Environment, Humanitarian Efforts, Hunger, Vision, and Youth; and

WHEREAS, many of the Club’s founding members were among New Brighton’s most recognized family names, including Pletscher, Beisswenger, Searles, Pouliot, Waldoch, Clark, Hedman, and Behrens, whose legacy of service continues to inspire today; and

WHEREAS, over the decades, the New Brighton Lions have hosted events that bring the community together from historic local harvest celebrations known as Squash Shows, to pancake breakfasts to today’s New Brighton Stockyard Days festival; and

WHEREAS, the New Brighton Lions Club currently has over sixty members who volunteer their time and resources through food drives, meal packing, eyeglass recycling, community gardening, nursing home bingo events, and other hands-on service projects that strengthen the community; and

WHEREAS, the Lions also support local schools by providing scholarships for graduating students, assisting athletic teams and booster clubs, and ensuring that students in the Mounds View School District who need vision care receive exams and eyeglasses; and

WHEREAS, during the COVID-19 pandemic, the New Brighton Lions were the largest single contributor to the Suburban Ramsey Emergency Coalition and, through their charitable gaming program, continue to fund numerous community initiatives for residents of all ages, including Safety Camp, the New Brighton Farmers Market, Public Safety Appreciation and Awards Dinners, Trunk or Treat, Santa Cop, and many others; and

WHEREAS, the New Brighton Lions are proud sponsors of the City’s Summer Concert Series, bringing free outdoor music and community connection to Veterans Park; and the Club generously contributed \$150,000 toward accessible playground equipment at New Brighton Lions Park, a project that stands as a lasting legacy of civic partnership and dedication to family recreation,

NOW, THEREFORE I, Kari Niedfeldt-Thomas, Mayor of The City of New Brighton Minnesota, in recognition of the New Brighton Lions Club’s sustained impact, generosity, and civic leadership that have strengthened this community for seventy-five years do hereby proclaim November 10, 2025:

New Brighton Lions Club Day

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Brighton, Minnesota to be affixed this 28th day of October, 2025.

Kari Niedfeldt-Thomas – MAYOR

Agenda Section:	Consent Agenda
Report Date:	09/09/2025
Meeting Date:	October 28, 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>\$149,731.32</td></tr> <tr> <td>ACH:</td><td>\$719,277.39</td></tr> <tr> <td>Check:</td><td>\$62,127.91</td></tr> <tr> <td>Total:</td><td>\$931,136.62</td></tr> </table>	EFT:	\$149,731.32	ACH:	\$719,277.39	Check:	\$62,127.91	Total:	\$931,136.62
EFT:	\$149,731.32								
ACH:	\$719,277.39								
Check:	\$62,127.91								
Total:	\$931,136.62								

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: \$ 931,136.62
	Financing Sources:	Budgeted	Budget Modification	
	New Revenue	Use of Reserves	Other	

Attachments:		
	1.	VI_1 Consider Approval of Payments

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
10/02/2025	GLOBAL PAYMENTS, INC	GOLF SEPTEMBER 2025 CC FEES	4,266.57
10/02/2025	GLOBAL PAYMENTS, INC	NBCC SEPTEMBER 2025 CC FEES	6,894.47
10/02/2025	GLOBAL PAYMENTS, INC	NBCC SEPTEMBER 2025 CC FEES	10,341.71
			21,502.75
10/06/2025	XCEL ENERGY	HANSEN PARK FIRST BILL	116.99
10/06/2025	XCEL ENERGY	STREET LIGHTS 08/14-09/15/25	2,309.97
10/06/2025	XCEL ENERGY	STREET LIGHTS 08/14-09/15/25	2,892.72
10/06/2025	XCEL ENERGY	STREET LIGHTS 08/14-09/15/25	13.19
10/06/2025	XCEL ENERGY	OLD HWY 8 STREET LIGHTS AND MAINT GARAGE GAS 08/17-09/16/25	131.98
10/06/2025	XCEL ENERGY	OLD HWY 8 STREET LIGHTS AND MAINT GARAGE GAS 08/17-09/16/25	172.59
			5,637.44
10/14/2025	MONEY MOVERS	SEPT 2025 SERVICES	13.75
10/15/2025	HEALTHY CONTRIBUTIONS SPV, LLC	SEPT 2025 SERVICES	6.90
10/15/2025	VANCO PAYMENT SOLUTIONS	MONTHLY VANCO FEES SEPTEMBER 2025	27.50
10/15/2025	VANCO PAYMENT SOLUTIONS	MONTHLY VANCO FEES SEPTEMBER 2025	27.50
10/15/2025	VANCO PAYMENT SOLUTIONS	MONTHLY VANCO FEES SEPTEMBER 2025	13.76
			68.76
10/20/2025	ALERUS RETIREMENT & BENEFITS-EFT	COBRA FEES SEPTEMBER	44.00
10/16/2025	EBSO	SOURCEWELL HEALTH INSURANCE FOR OCTOBER	117,684.00
10/16/2025	EBSO	SOURCEWELL HEALTH INSURANCE FOR OCTOBER	3,682.00
10/16/2025	EBSO	SOURCEWELL HEALTH INSURANCE FOR OCTOBER	382.00
			121,748.00
10/21/2025	MN UC FUND	UNEMPLOYMENT 3RD QTR 2025	547.60
10/21/2025	MN UC FUND	UNEMPLOYMENT 3RD QTR 2025	105.74
10/21/2025	MN UC FUND	UNEMPLOYMENT 3RD QTR 2025	56.38
			709.72
10/10/2025	A DYNAMIC DOOR CO., INC.	SEMI ANNUAL GARAGE DOOR PM	4,440.23
10/10/2025	A DYNAMIC DOOR CO., INC.	PUBLIC SAFETY SEMI ANNUAL GARAGE DOOR MAINTENANCE	1,914.12
			6,354.35
10/10/2025	ADVANCED IRRIGATION, INC	24-1 IRRIGATION REPAIRS	1,705.15
10/10/2025	ALEXANDER-SUSENS, TIFFANY	SEPTEMBER DEALER RUNS	58.94
10/10/2025	AMRIZE MIDWEST INC	CONCRETE FOR SIDEWALKS	1,172.50
10/10/2025	ANCHOR SOLAR INVESTMENTS, LLC	SOLAR POWER PAYMENT - OCTOBER	412.22
10/10/2025	ANCHOR SOLAR INVESTMENTS, LLC	SOLAR POWER PAYMENT - OCTOBER	400.28
10/10/2025	ANCHOR SOLAR INVESTMENTS, LLC	SOLAR POWER PAYMENT - OCTOBER	333.45
10/10/2025	ANCHOR SOLAR INVESTMENTS, LLC	SOLAR POWER PAYMENT - OCTOBER	1,271.30
10/10/2025	ANCHOR SOLAR INVESTMENTS, LLC	SOLAR POWER PAYMENT - OCTOBER	1,674.27
			4,091.52
10/10/2025	ARETE ADVISORS LLC	DATA DISCOVERY SERVICES	8,372.80
10/10/2025	BAYCOM	NEW SQUAD CAMERAS	24,897.00
10/10/2025	BLUUM OF MINNESOTA LLC	ANNUAL MAINTENANCE FOR PSC TRAINING ROOM	210.40
10/10/2025	BRAUN INTERTEC CORPORATION	BRIGHTWOOD HILLS CLUBHOUSE	16,459.06
10/10/2025	CENTRALSQUARE TECHNOLOGIES, LLC	DEMS ANNUAL SUBSCRIPTION 12/12/2025-12/11/2026	8,450.66
10/10/2025	CIVICPLUS, LLC	AGENDA AND MEETING MANAGEMENT SOFTWARE	6,615.00
10/10/2025	COVERALL OF THE TWIN CITIES	PUBLIC SAFETY CLEANING 10/1-10/21/2025	2,816.00
10/10/2025	CRAWFORD, LEIGH	2025 SEPTEMBER DLR BANK RUNS	301.77
10/10/2025	FACTORY MOTOR PARTS CO	#1912 SHOCKS	89.34
10/10/2025	FACTORY MOTOR PARTS CO	#1912 SHOCKS	132.98
10/10/2025	FACTORY MOTOR PARTS CO	#1730 BATTERY WARRANTY	(15.00)
			207.32

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
10/10/2025	FREDRIKSON & BYRON	LEGAL COSTS- PROFESSIONAL SERVICES FROM 7/1/25 - 08/31/25	8,586.00
10/10/2025	GOPHER STATE ONE-CALL	LOCATE TICKETS SEPTEMBER	144.45
10/10/2025	GOPHER STATE ONE-CALL	LOCATE TICKETS SEPTEMBER	144.45
10/10/2025	GOPHER STATE ONE-CALL	LOCATE TICKETS SEPTEMBER	144.45
			433.35
10/10/2025	INTELLICENTS INC	MONTHLY HEALTH CONSULTING - OCT 2025	1,250.00
10/10/2025	KLM ENGINEERING INC	SUBMITTED REVIEWS FOR CITY PROJECT 24-5 FORESTDALE TOWER	2,000.00
10/10/2025	LOFFLER COMPANIES, INC	PUBLIC SAFETY PRINTER OVERAGE 9/1-9/30/2025	81.32
10/10/2025	LOFFLER COMPANIES, INC	CONTRACT OVERAGE CHARGE FOR 9/01/25 TO 09/30/2025	329.27
			410.59
10/10/2025	METROPOLITAN COURIER CORPORATION	SERVICES FOR THE MONTH OF SEPTEMBER	693.25
10/10/2025	MINUTE MAKER SECRETARIAL	PROFESSIONAL SERVICES-9/16/25 PLANNING COMM MTG MINS; 9/18 EQUITY COMM MTG MINS	384.50
10/10/2025	NORTH SUBURBAN ACCESS CORPORATION	2025-SEP MONTHLY MUNICIPAL MEETING AV SERVICES CITY OF NEW BRIGHTON	1,234.50
10/10/2025	OXYGEN SERVICE COMPANY, INC.	CYLINDER RENTAL- SEPTEMBER	176.92
10/10/2025	SCHLIEU, HUE	REIMBURSEMENT FOR YCC FOOD ORDER	277.27
10/10/2025	SLACK PAINTING	HIGH SERVICE TOWER- PAINT FILL PIPE-INSULATE FILL PIPE / POWER WASH GSR	7,000.00
10/10/2025	SLACK PAINTING	HIGH SERVICE TOWER- PAINT FILL PIPE-INSULATE FILL PIPE / POWER WASH GSR	4,850.00
			11,850.00
10/10/2025	STREET FLEET	2025 LB COURIER STREET FLEET AUGUST 2025 (08/27/2025) REPORT COURIER	31.72
10/10/2025	STREET FLEET EXPEDITED, LLC	2025 LB COURIER STREET FLEET SEPTEMBER 2025 (09/03/2025) REPORT COURIER	25.16
10/10/2025	STREET FLEET EXPEDITED, LLC	2025 LB COURIER STREET FLEET SEPTEMBER 2025 (09/10/2025) REPORT COURIER	25.16
10/10/2025	STREET FLEET EXPEDITED, LLC	2025 LB COURIER STREET FLEET SEPTEMBER 2025 (09/17/2025) REPORT COURIER	25.16
10/10/2025	STREET FLEET EXPEDITED, LLC	2025 LB COURIER STREET FLEET SEPTEMBER 2025 (09/24/2025) REPORT COURIER	25.16
			132.36
10/10/2025	TOTAL MECHANICAL SERVICES, INC	CHECK RTU #3 @ MAINTENANCE FACILITY	510.00
10/10/2025	USP TECHNOLOGIES	PEROXIDE	22,809.12
10/10/2025	WSB & ASSOCIATES INC	HANSEN SHADE GRANT PROFESSIONAL SERVICES FROM AUGUST 1- 31, 2025	654.00
10/10/2025	WSB & ASSOCIATES INC	HANSEN WEST REDEVELOPMENT PROFESSIONAL SERVICES	23,536.75
10/10/2025	WSB & ASSOCIATES INC	LIONS PARK SPLASH PAD PROFESSIONAL SERVICES	436.00
			24,626.75
10/17/2025	A DYNAMIC DOOR CO., INC.	GARAGE DOOR ANNUAL PM	742.05
10/17/2025	A DYNAMIC DOOR CO., INC.	GARAGE DOOR MAINTENANCE	1,154.23
10/17/2025	A DYNAMIC DOOR CO., INC.	FIRE DOOR MAINTENANCE	607.13
10/17/2025	A DYNAMIC DOOR CO., INC.	PUBLIC SAFETY SEMI ANNUAL GARAGE DOOR MAINTAINTC	150.98
10/17/2025	A DYNAMIC DOOR CO., INC.	FIRE SHUTTER DOOR TEST	653.60
			3,307.99
10/17/2025	A.E.M ELECTRICAL SERVICES INC	REPLACE HORN/STROBE ON COLD STORAGE	813.84
10/17/2025	AMRIZE MIDWEST INC	CONCRETE- FAILURE TO CANCEL ORDER	377.00
10/17/2025	ASSOCIATION FOR NONSMOKERS-MINN	2025 TOBACCO COMPLIANCE CHECK STUDENT TRAINING - 16 VENDORS	2,015.00
10/17/2025	BARR ENGINEERING COMPANY	NBE 2023 POST RA ASSISTANCE	82.75
10/17/2025	BARR ENGINEERING COMPANY	NBE 2023 POST RA ASSISTANCE	82.75
10/17/2025	BARR ENGINEERING COMPANY	NBE 2023 POST RA ASSISTANCE	860.00

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
			1,026.10
10/17/2025	BAYCOM	BWC MAG MOUNT KIT (3)	198.00
10/17/2025	BS & A SOFTWARE	2025 BS&A CLOUD IMPLEMENTATION - INSTALLMENT #2	59,400.00
10/17/2025	BS & A SOFTWARE	2025 BS&A CLOUD IMPLEMENTATION - INSTALLMENT #2	33,705.00
10/17/2025	BS & A SOFTWARE	BS&A INTEGRATED PAYMENTS ABSORBED FEES 2025 SEPTEMBER	1,755.55
10/17/2025	BS & A SOFTWARE	BS&A INTEGRATED PAYMENTS ABSORBED FEES 2025 SEPTEMBER	22.04
10/17/2025	BS & A SOFTWARE	BS&A INTEGRATED PAYMENTS ABSORBED FEES 2025 SEPTEMBER	1,889.18
10/17/2025	BS & A SOFTWARE	BS&A INTEGRATED PAYMENTS ABSORBED FEES 2025 SEPTEMBER	1,889.18
10/17/2025	BS & A SOFTWARE	BS&A INTEGRATED PAYMENTS ABSORBED FEES 2025 SEPTEMBER	944.58
			99,605.53
10/17/2025	COVERALL OF THE TWIN CITIES	CLEANING	2,561.00
10/17/2025	CRYSTEEL TRUCK EQUIPMENT	#2004 RAM MOUNT FOR TABLET	220.18
10/17/2025	E O JOHNSON CO INC	PUBLIC SAFETY SQUAD ROOM SHREDDER REPAIR	375.23
10/17/2025	ELECTRO WATCHMAN INC	FINAL 50% PAYMENT OF DOOR ACCESS CONTROL NBCC LOCKER ROOMS AND FITNESS CENTER	3,344.86
10/17/2025	ELECTRO WATCHMAN INC	FINAL 50% PAYMENT OF DOOR ACCESS CONTROL NBCC LOCKER ROOMS AND FITNESS CENTER	10,120.00
			13,464.86
10/17/2025	FERGUSON ENTERPRISES, LLC	VALVE & VALVE PARTS VIOLET & VIOLET CT	2,076.55
10/17/2025	FERGUSON ENTERPRISES, LLC	VALVE REPAIR KIT FOR NORTHWEST PARKWAY STREETScape	360.57
			2,437.12
10/17/2025	FINK, JENNIFER	SEPTEMBER/OCTOBER MILEAGE NDPRa CONFERENCE, RPLS DAY	459.62
10/17/2025	FLEXIBLE PIPE TOOL COMPANY	#1609 WATER TANKS & STRAPS	4,640.95
10/17/2025	FRESH ACRES LLC	PUMPKINS FOR PUMPKIN WALK 2025	664.00
10/17/2025	INFOSEND, INC	SEPT 2025 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 10.09.25	177.94
10/17/2025	INFOSEND, INC	SEPT 2025 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 10.09.25	177.94
10/17/2025	INFOSEND, INC	SEPT 2025 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 10.09.25	88.97
10/17/2025	INFOSEND, INC	SEPT 2025 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 10.09.25	323.27
10/17/2025	INFOSEND, INC	SEPT 2025 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 10.09.25	323.27
10/17/2025	INFOSEND, INC	SEPT 2025 UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 10.09.25	161.64
			1,253.03
10/17/2025	INGEBRAND, JOE	MILEAGE FOR MN PAID LEAVE & BS&A CONFERENCE	36.68
10/17/2025	IRRIGATION CONSERVATION & LAWN CARE	SUNNY SQUARE IRRIGATION REPAIR	120.00
10/17/2025	IRRIGATION CONSERVATION & LAWN CARE	BRIGHTWOOD HILLS IRRIGATION REPAIR	1,038.00
10/17/2025	IRRIGATION CONSERVATION & LAWN CARE	PUBLIC SAFETY IRRIGATION REPAIR	883.00
			2,041.00
10/17/2025	JENNIFER JOAN HANSELL	SUMMER DANCE INVOICE	1,734.00
10/17/2025	JOSHUA LOWELL JORDAN	FALL SESSION 1 MARTIAL ARTS 2025	828.00
10/17/2025	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS THROUGH 8/31/2025	1,938.50
10/17/2025	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS THROUGH 8/31/2025	1,047.60
10/17/2025	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS THROUGH 8/31/2025	500.70
10/17/2025	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS THROUGH 8/31/2025	679.00
10/17/2025	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS THROUGH 8/31/2025	543.20

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
10/17/2025	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS THROUGH 8/31/2025	194.00
			4,903.00
10/17/2025	KRIZ, NICK	TELEPHONE PHONE WIRE AND JACKS	50.00
10/17/2025	LARSON, MARIA	EMPLOYEE REIMBURSEMENT - EVENT GIVEAWAYS	432.38
10/17/2025	LOFFLER COMPANIES, INC	CONTRACT FOR 9/9/25-10/8/25	66.52
10/17/2025	LOFFLER COMPANIES, INC	CONTRACT OVERAGE CHARGE FOR 9/09/25 TO 10/08/25 OVERAGE PERIOD	166.39
			232.91
10/17/2025	MANSFIELD OIL COMPANY OF GAINSVILLE	UNLEADED 502 GALLONS	1,150.93
10/17/2025	MANSFIELD OIL COMPANY OF GAINSVILLE	UNLEADED 1003 GALLONS	2,570.74
10/17/2025	MANSFIELD OIL COMPANY OF GAINSVILLE	DIESEL 500 GALLONS	1,385.79
10/17/2025	MANSFIELD OIL COMPANY OF GAINSVILLE	UNLEADED 999 GALLONS	2,560.51
			7,667.97
10/17/2025	MC TOOL & SAFETY SALES	NEW JETTER GLOVES	150.24
10/17/2025	MC TOOL & SAFETY SALES	MARKER FLAGS	165.00
			315.24
10/17/2025	METRO PRODUCTS LLC	SIGN DEPT STAINLESS STEEL NYLOCK NUTS 5/16	4.97
10/17/2025	MINWEGEN, JENNIFER	COOKIES AND TABLE CLOTHES FOR FIRE OPEN HOUSE	222.55
10/17/2025	MRPA	MRPA CONF REGISTRATION -ZK	480.00
10/17/2025	NEIGHBORHOOD TREE CARE, LLC	PRIVATE TREE REMOVAL (1873 STINSON BLVD)	2,000.00
10/17/2025	NEIGHBORHOOD TREE CARE, LLC	PRIVATE TREE REMOVAL (1813 STINSON BLVD)	1,500.00
10/17/2025	NEIGHBORHOOD TREE CARE, LLC	PRIVATE TREE REMOVAL (2254 EASTMAN DRIVE)	2,000.00
10/17/2025	NEIGHBORHOOD TREE CARE, LLC	PRIVATE TREE REMOVAL (547 CONTINENTAL DR	4,800.00
			10,300.00
10/17/2025	NUSS TRUCK & EQUIPMENT	#2208 REPROGRAM IPC	346.62
10/17/2025	PMA ASSET MANAGEMENT, LLC	SEPTEMBER ACCOUNT MANAGEMENT FEE	3,354.13
10/17/2025	POSTMASTER, ST PAUL	POSTAGE FOR NOVEMBER - DECEMBER ACTIVE LIFE NEWSLETTER	169.07
10/17/2025	TARRI LEVINE	BEG 1 MAHJONGG LESSONS OCT 2025	360.00
10/17/2025	TENICITY LLC	FALL TENNIS LESSONS 2025	2,347.20
10/17/2025	THE MPX GROUP	4TH GRADE WORK BOOKS	2,025.02
10/17/2025	TOKLE INSPECTIONS INC	MONTHLY INSPECTIONS	3,639.74
10/17/2025	TOTAL MECHANICAL SERVICES, INC	HEATER REPAIR WTP #1	1,190.86
10/17/2025	TROJAN TECHNOLOGIES CORP	WTP #1 UV LAMP PURCHASE	384,657.60
10/17/2025	WALLRAFF ELECTRIC	WIRE OUTLETS IN SQUAD ROOM	596.00
10/17/2025	XIONG, THAI	2025 SUMMER TUITION REIMBURSTMENT	677.13
10/17/2025	YOUNG, LESLEY	EMPLOYEE REIMBURSEMENT- RISE SUPPLIES & BOOK CLUB SUPPLIES	85.75
10/17/2025	YOUNG, LESLEY	EMPLOYEE REIMBURSEMENT- RISE SUPPLIES & BOOK CLUB SUPPLIES	16.97
			102.72
10/17/2025	ZILLMER, JACKIE	UBER BS&A CONFERENCE TO AND FROM AIRPORT	20.98
10/17/2025	ZILLMER, JACKIE	UBER BS&A CONFERENCE TO AND FROM AIRPORT	35.09
			56.07
10/09/2025	BUREAU OF CRIM. APPREHENSION	CJDN ACCESS FEE 09/20/2025-06/30/2026	2,880.00
10/09/2025	FRONTIER IRRIGATION SUPPLY	CP 24-1 IRRIGATION REPAIR	1,811.01
10/09/2025	KOREY BEACH	DEPOSIT ON SQUAD ROOM CARPET	4,992.29
10/09/2025	LEAGUE OF MINNESOTA CITIES	LEAGUE OF MN CITIES- 2025 MMA FALL MAYORS MEET UP	55.00
10/09/2025	LMCIT	CLAIM 465483	407.59
10/09/2025	LMCIT	CLAIM 501349	2,073.59
10/09/2025	LMCIT	CLAIM 521770, 521937, 520854	2,272.38
			4,753.56

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
10/09/2025	MARTIN MARIETTA MATERIALS, INC	274 KIMBERLY WATER REPAIR	213.09
10/09/2025	OCONNOR, MARY JO	REFUND FOR OVERPAYMENT	20.30
10/09/2025	ROADKILL ANIMAL CONTROL	ROADKILL PICK UP- SEPTEMBER	258.00
10/09/2025	SECURITY FENCE & CONSTRUCTION INC	FENCE REPAIR @ PUBLIC WORKS	7,147.00
10/09/2025	SUBER, CORDELL DAVID	REFUND FOR OVERPAYMENT	26.00
10/09/2025	TC TINT LLC	TINT ON UNMARKED CHRYSLER PACIFICA	480.00
10/09/2025	VALLEY-RICH CO., INC.	DIG WELL #3 TO FIND LEAKING PITLESS	4,626.00
10/16/2025	4 SEASONS TREE CARE	REMOVAL OF PRIVATE TREES (1581 14TH AVE NW/577 23RD AVE NW)	3,000.00
10/16/2025	4 SEASONS TREE CARE	REMOVAL OF PRIVATE TREES (1581 14TH AVE NW/577 23RD AVE NW)	2,500.00
			5,500.00
10/16/2025	AARP	OCTOBER AARP SAFE DRIVER CLASS	355.00
10/16/2025	ACTION PLASTICS SALES/SUNLAND MANUFACTURING	HYDRANT BAGS	338.00
10/16/2025	DAMON FARBER ASSOCIATES	CRITICAL CORRIDORS GRANT - DOWNTOWN NEW BRIGHTON	6,629.50
10/16/2025	DEAN'S PROFESSIONAL	GRANT AWARD - MERRILL	4,277.41
10/16/2025	EARL F. ANDERSEN, INC.	50 SIGN POSTS	1,205.00
10/16/2025	FLEETPRIDE, INC	BACK UP LAMP SHOP	42.36
10/16/2025	KUNESH, MICHAL	SECURITY DEPOSIT REFUND	500.00
10/16/2025	MARTIN MARIETTA MATERIALS, INC	ASPHALT FOR TORCHWOOD CIRCLE	394.75
10/16/2025	MARTIN MARIETTA MATERIALS, INC	SOUTH EAST WATERBREAK	617.80
			1,012.55
10/16/2025	MARVEL SEWER AND DRAIN	GRANT AWARD PAYMENT	3,810.50
10/16/2025	MUNDT, BEVERLY	UB refund for account: 305615	30.74
10/16/2025	SOUTHERN MINNESOTA INSPECTION CO	NBCC GYM HOOP INSPECTION	964.60
10/16/2025	UNIVERSITY OF ST THOMAS	DEI TRAINING	10,000.00
10/16/2025	VINCENT K ROSE	ENTERTAINMENT FOR RISE - SENIOR LUNCHEON 10-15-2025	200.00
	TOTAL PAYMENTS		\$ 931,136.62



COUNCIL PROCEEDINGS THE CITY OF NEW BRIGHTON

Pursuant to notice thereof, a regular meeting of the New Brighton City Council was held Tuesday, October 14, 2025 at 6:30 pm in the New Brighton Council Chambers.

Present: Councilmembers Allen, Dunsworth, Frischman and Steffenhagen

Absent: Mayor Niedfeldt-Thomas

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

Call to Order

Acting Mayor Dunsworth called the meeting to order at 6:30 pm.

Pledge of Allegiance

Acting Mayor Dunsworth led the Council in the Pledge of Allegiance.

Public Comment Forum

Acting Mayor Dunsworth opened the Public Forum for comments from the public. There were no comments from the public.

Approval of Agenda

Approval of the October 14, 2025 Council Agenda.

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

4 Ayes, 0 Nays-Motion Carried

Special Order of Business

1. Indigenous Peoples Day Proclamation.

Councilmember Steffenhagen read a proclamation in full for the record declaring Monday, October 13 to be Indigenous Peoples Day in the City of New Brighton.

2. Proclamation Recognizing Eagle Scout Lewis Donclavage.

Councilmember Steffenhagen read a proclamation in full for the record recognizing Eagle Scout Lewis Donclavage. A round of applause was offered by all in attendance.

Lewis Donclavage addressed the Council and discussed the project he completed in the community to achieve his Eagle Scout.

Consent Agenda

1. Consider Approval of Payments.

Call to Order

Pledge of Allegiance

Public Comment Forum

Approval of Agenda

Approval of the
October 14, 2025 Agenda.

Special Order of Business

1. Indigenous Peoples Day Proclamation.

2. Proclamation Recognizing Eagle Scout Lewis Donclavage.

Consent Agenda

2. Approve City Council Minutes:
 - a. September 9, 2025 City Council Meeting Minutes.
3. Accept Receipt of Commission Minutes:
 - a. August 21, 2025 Equity Commission Meeting Minutes.
 - b. July 14, 2025 Public Safety Commission Meeting Minutes.
4. Consider a resolution approving a Special Use Permit authorizing automotive repair at 855 3rd St SW.
5. Consider Amendment to 2024-25 Traffic Safety Initiative Grant to Add Additional Funds.
6. Consider Resolution Authorizing Grant Agreement with the Minnesota Department of Public Safety.
7. Resolution to Support The Minnesota Department of Transportation Noise Wall on TH 694 (North).
8. Resolution to Support The Minnesota Department of Transportation Noise Wall on TH 694 (Southeast).
9. Resolution to Support The Minnesota Department of Transportation Noise Wall on TH 694 (Southwest).
10. Consideration of Quotes for the Replacement of Permeable Pavers at Lions Park.
11. Consider Change Order 1 and Final Payment, Partial Payment 3 for City Project 21-9, Old Highway 8 - 3 Lane Conversion.
12. Resolution Supporting Rice Creek Watershed Districts Updated State Bonding Request for Jones Lake Improvements.
13. Approve Participation in a Private Paid Family and Medical Leave Plan, Establish Premium Sharing, and Authorize Staff to Purchase Coverage from MetLife.
14. Consider Approval of Ordinance 920: An Ordinance Adopting the City of New Brighton Zoning Ordinance and the City of New Brighton Zoning Map.
15. Resolution Making an Election Not to Waive the Statutory Tort Limits for Liability Insurance Purposes.

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

4 Ayes, 0 Nays - Motion Carried

Public Hearing

None.

Public Hearing

Council Business

1. Consider a resolution approving a Special Use Permit authorizing a U-Haul equipment rental business at 301 County Road E2 West.

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

Assistant Director of Community Assets and Development Gozola stated the applicants are seeking approval of a Special Use Permit to authorize a U-Haul business to continue operating from the property at 301 County Road E2 West. The business opened without approvals in late May/early June, and staff has been working with them to acquire approvals since that time. He reported the Planning Commission reviewed this matter and recommended approval of the Special Use Permit with conditions.

Councilmember Steffenhagen asked if staff had concerns with this property remaining in compliance with City Code given the many delays the applicant had with submitting a proper application. Assistant Director of Community Assets and Development Gozola reported staff's concerns were being addressed through the recommended conditions.

Motion by Councilmember Frischman, seconded by Councilmember Allen to adopt a Resolution approving a Special Use Permit authorizing a U-Haul equipment rental business at 301 County Road E2 West.

4 Ayes, 0 Nays-Motion Carried

2. Consider Resolution to Increase the Benefit Level for Firefighters in the Statewide Volunteer Firefighter (SVF) Plan.

City Manager Massopust indicated Public Safety Director Paetznick would be presenting this item to the Council. Public Safety Director Paetznick stated based on an Annual Funding Report provided to the City by the Public Employees Retirement Association (PERA) for the SVF Plan, New Brighton could financially support a \$1,000 per year benefit level increase without requiring a mandatory municipal contribution and remaining funded at 120%. State Fire Aid is automatically transferred from the Department of Revenue to New Brighton's SVF Plan account, which is maintained by the Minnesota State Board of Investment (SBI). It was noted no contribution was required from the City in 2026 or 2027. He commented further on staff's recommendations and recommended approval of the proposed increase in benefit level by \$1,000 to \$14,800 per year of service effective January 1, 2026.

Motion by Councilmember Allen, seconded by Councilmember Steffenhagen to adopt a Resolution to Increase the Benefit Level for Firefighters in the Statewide Volunteer Firefighter (SVF) Plan.

3 Ayes, 0 Nays, 1 Abstain (Councilmember Frischman)-Motion Carried

Commission Liaison Reports, Announcements and Updates

Devin Massopust

City Manager Massopust reported the City approved a zoning map and ordinance on the Consent Agenda. He thanked Ben Gozola and his team for creating the new zoning map. He noted the Council also received the approval of a grant that would fund a DWI officer within the Public Safety Department. He commented the City applied for an received \$200,000 through the Safe Streets for All Program from MNDOT. He explained staff recently became aware the City would have to work with the federal government on immigration enforcement in order to utilize these funds and therefore the grant funding was denied.

Graeme Allen

Councilmember Allen reported PREC met on Wednesday, October 1. He indicated PREC would not be meeting in November. He encouraged the public to attend the upcoming pumpkin walk on Friday, October 24 at Veterans Park. He thanked the City for hosting a cleanup day again this fall. He also thanked all of the individuals who applied for the open commission seats, noting these individuals were interviewed by the City Council at a worksession meeting prior

Council Business

1. Consider a resolution approving a Special Use Permit authorizing a U-Haul equipment rental business at 301 County Road E2 West.

2. Consider Resolution to Increase the Benefit Level for Firefighters in the Statewide Volunteer Firefighter (SVF) Plan.

Commission Liaison Reports, Announcements and Updates

to this meeting.

Jeanne Frischman

Councilmember Frischman reported the Public Safety Commission had an open house for the fire department last week. She noted she attended a Metro Cities housing forum with the City Manager where housing challenges were discussed.

Jason Steffenhagen

Councilmember Steffenhagen wished the police explorers all his best noting they would be competing in Duluth this weekend.

Adjournment

Acting Mayor Dunsworth adjourned the meeting at 7:12 p.m.

Adjournment

The meeting adjourned at 7:12 p.m.

Kari Niedfeldt-Thomas, Mayor

ATTEST: _____
Terri Spangrud, City Clerk



Council Worksession
October 14, 2025
5:00 pm

Present: Councilmember Graeme Allen
Councilmember Emily Dunsworth
Councilmember Jeanne Frischman
Councilmember Jason Steffenhagen

Absent: Mayor Kari Niedfeldt-Thomas

Staff in Attendance: Devin Massopust

Guests in Attendance: Kristin Johnson, Mark Lindley, Nathan Marszalek, Asmaa Hamimoune, Kou Xiong, AJ Millios, Hailey McCain, Jiewen Zheng, Irie Haig

Interviews with Applicants for City Advisory Commissions

Acting Mayor Dunsworth thanked Mark Lindley for coming in and applying for this position.

Councilmember Allen asked what motivated Mr. Lindley to serve on a City Commission.

Mr. Lindley explained he has been volunteering on governmental and NGO commissions for a long time. He explained he has been in the state for seven years. He noted he previously worked with governmental agencies to assist with solving problems and noted he was previously appointed to the St. Paul Historic Preservation Commission, for reasons he was uncertain. He anticipated it was because they wanted to hear another view, other than an architect or attorney. He stated he served with this group for several years. He indicated he has also served on the board of directors for his homeowners association and townhome association. He commented he has always been a volunteer. He believes that commissions such as this are an incredibly important vehicle for getting things done. Even with both sides of the spectrum bickering, he reported at heart, we are a city, a state and a nation that wants to get things done. He stated the way you do that is by bringing people together, listening, and planning solutions. He was of the opinion commissions such as these were an important tool to getting that done and when he moved to New Brighton he wanted to get involved.

Councilmember Frischman requested Mr. Lindley speak to the City's biggest opportunities and biggest challenges in New Brighton.

Mr. Lindley stated that being relatively new to New Brighton, he could not speak to the big issues facing the City. However, he did believe all cities were working to address how to maintain and grow programs in a time of fiscal constraint. He indicated the City would have to consider how to continue to grow and thrive. He stated this growth was a challenge and an opportunity and these commissions were a great way to tackle change and bring people together from the community to address the issues facing the City.

Councilmember Allen asked how Mr. Lindley would rank his interest in the City's commissions.

Mr. Lindley explained he was interested in serving on the Planning Commission, Public Safety and then Equity Commission. He reported given his background this would be the order for him. He discussed his previous work experience noting he had a background in communications and working to disseminate information to organizations.

Acting Mayor Dunsworth thanked Mr. Lindley for coming in and applying for this position. She noted City Clerk Spangrud would be in touch with further information on how the Council was moving forward. She explained the next person to be interviewed was Kristin Johnson.

Councilmember Allen asked what motivated Ms. Johnson to serve on a City Commission.

Ms. Johnson explained she has been a resident of New Brighton for the past 10 years. She reported her children attend schools in the district and her husband teaches in the district. She indicated New Brighton was an interesting small town and she would like to give back to a community that has given her so much.

Councilmember Frischman requested Ms. Johnson speak to the City's biggest opportunities and biggest challenges in New Brighton.

Ms. Johnson stated she believed New Brighton was a small City that was surrounded by bigger cities. She saw an opportunity to bring more commercial or other type of amenities into New Brighton. She discussed how she was involved in the farmers market.

Acting Mayor Dunsworth thanked Ms. Johnson for coming in and applying for this position. She noted City Clerk Spangrud would be in touch with further information on how the Council was moving forward. She explained the next person to be interviewed was Nathan Marszalek.

Councilmember Allen asked what motivated Mr. Marszalek to serve on a City Commission.

Mr. Marszalek explained he was genuinely interested in how the City works and to learn more about how decisions are made.

Councilmember Frischman requested Mr. Marszalek speak to the City's biggest opportunities and biggest challenges in New Brighton.

Mr. Marszalek stated he plays soccer a lot in the park near his home and there was only nets for part of the year. He indicated he would like to see need addressed.

Councilmember Allen inquired which Commission Mr. Marszalek was interested in serving on.

Mr. Marszalek indicated he was interested in serving on the EDC.

Acting Mayor Dunsworth thanked Mr. Marszalek for coming in and applying for this position. She noted City Clerk Spangrud would be in touch with further information on how the Council was moving forward. She explained the next person to be interviewed was Asmaa Hamimoune.

Councilmember Allen asked what motivated Ms. Hamimoune to serve on a City Commission.

Ms. Hamimoune explained she wanted to be immersed in the community. While she was a high school student, she also wanted to learn more about the community and have an impact there. She noted she served as president of the DECA chapter, which was an association of marketing students. She commented on the week

of giving that was sponsored by the Irondale DECA. She indicated this allowed her to go beyond the school walls by meeting with local business owners. She stated her DECA group was able to raise \$10,000 through the week of giving. It was her hope to bring the community together if she was allowed to serve as a City Commissioner.

Councilmember Frischman requested Ms. Hamimoune speak to the City's biggest opportunities and biggest challenges in New Brighton.

Ms. Hamimoune stated as a voice of students, she sees her peers everyday and sees how they were struggling to express their voice. She noticed that students were joining an activity and were sometimes scared to go in front of a judge. She stated by serving as a City Commissioner she would be allowed to bring the voice of students to the City.

Further discussion ensued regarding what the City Council was looking for from its Commissioners.

Acting Mayor Dunsworth inquired which Commission Ms. Hamimoune would be interested in serving on.

Ms. Hamimoune reported she would be interested in serving on the EDC or Planning Commission.

Acting Mayor Dunsworth thanked Ms. Hamimoune for coming in and applying for this position. She noted City Clerk Spangrud would be in touch with further information on how the Council was moving forward. She explained the next person to be interviewed was AJ Millios.

Councilmember Allen asked what motivated Mr. Millios to serve on a City Commission.

Mr. Millios explained he loved this community and he would like to assist with changing and influencing the community.

Councilmember Frischman requested Mr. Millios speak to the City's biggest opportunities and biggest challenges in New Brighton.

Mr. Millios stated the City's public spaces were a great opportunity for the community. He indicated the biggest challenges were to improve the big public places in the City.

Councilmember Allen questioned what Commission Mr. Millios was interested in serving on.

Mr. Millios reported he was interested in serving on PREC noting he was an outdoorsman.

Further discussion ensued regarding the topics and discussions that were being held by the PREC Commission.

Acting Mayor Dunsworth thanked Mr. Millios for coming in and applying for this position. She noted City Clerk Spangrud would be in touch with further information on how the Council was moving forward. She explained the next person to be interviewed was Kou Xiong.

Councilmember Allen asked what motivated Mr. Xiong to serve on a City Commission.

Mr. Xiong explained the opportunity to come to him through a friend named Jacob, who served as a youth connector. He indicated he was interested in business or finance and saw the City had an economic development commission. He stated he moved to the City last year and he appreciated the great opportunities that were available at Irondale High School and in the City of New Brighton.

Councilmember Frischman requested Mr. Xiong speak to the City's biggest opportunities and biggest challenges in New Brighton.

Mr. Xiong stated he used to walk from Irondale to his house and he noticed several investing firms. He was of the opinion the community could do a better job connecting businesses with students. He believed the City needed more commercial businesses in New Brighton. In addition, he wanted to see the community supporting the local businesses.

Further discussion ensued regarding the economic factors facing the City and the Council discussed how businesses coming in and out of the City were driven by business owners.

Councilmember Allen asked if Mr. Xiong's schedule would allow him to serve on the EDC.

Mr. Xiong indicated his schedule would allow for him to attend meetings on Wednesday mornings.

Acting Mayor Dunsworth thanked Mr. Xiong for coming in and applying for this position. She noted City Clerk Spangrud would be in touch with further information on how the Council was moving forward. She explained the next person to be interviewed was Hailey McCain.

Councilmember Allen asked what motivated Ms. McCain to serve on a City Commission.

Ms. McCain explained she wants to be a civil engineer and noted she was already taking classes at the University of Minnesota. She indicated she wanted to learn more about how the City plans for the future.

Councilmember Frischman requested Ms. McCain speak to the City's biggest opportunities and biggest challenges in New Brighton.

Ms. McCain stated she passes by Old Highway 8 a lot and she hoped this area could be improved through more landscaping and improved walkability.

Acting Mayor Dunsworth thanked Ms. McCain for coming in and applying for this position. She noted City Clerk Spangrud would be in touch with further information on how the Council was moving forward. She explained the next person to be interviewed was Jiewen Zheng.

Councilmember Allen asked what motivated Mr. Zheng to serve on a City Commission.

Mr. Zheng explained he was already involved in advocacy work. He commented on the youth advocacy cohort program noting he has met many teens that were working throughout the metro area to help their communities. He stated this led him to want to serve in New Brighton to make this a better place for everyone to be and to promote programs for youth.

Councilmember Frischman requested Mr. Zheng speak to the City's biggest opportunities and biggest challenges in New Brighton.

Mr. Zheng stated one of the biggest challenges in the City was the ability to walk around the community and not be dependent on a vehicle. He then discussed the positive health benefits of walking throughout the community.

Acting Mayor Dunsworth inquired which Commission Mr. Zheng would like to serve on.

Mr. Zheng stated he would be interested in serving any committee but noted he would prefer the Equity Commission or Planning Commission.

Acting Mayor Dunsworth thanked Mr. Zheng for coming in and applying for this position. She noted City Clerk Spangrud would be in touch with further information on how the Council was moving forward. She explained the next person to be interviewed was Irie Haig.

Councilmember Allen asked what motivated Ms. Haig to serve on a City Commission.

Ms. Haig explained earlier this spring she applied to be a youth community connector and was not selected. She indicated her student council advisor suggested she apply to serve on a board or commission. She believed this would help her learn more about the community and how governance works.

Councilmember Frischman requested Ms. Haig speak to the City's biggest opportunities and biggest challenges in New Brighton.

Ms. Haig stated she was interested in serving on the environmental commission and she wanted to see younger people building environmentally conscience decisions. She anticipated younger people may not know about the recycling opportunities in the community.

Acting Mayor Dunsworth thanked Ms. Haig for coming in and applying for this position. She noted City Clerk Spangrud would be in touch with further information on how the Council was moving forward.

The Council discussed where to place the potential Commission candidates.

Councilmember Steffenhagen suggested the two adult applicants interviewed be placed on the EDC in order to get this Commission to the same spot as Public Safety.

Acting Mayor Dunsworth suggested Mr. Lindley be asked if he would be willing to serve on the EDC or if he preferred to serve on the Public Safety Commission. The Council supported this recommendation.

Massopust inquired how the Council wanted to address the student commissioners.

Acting Mayor Dunsworth indicated she was impressed with all of the candidates and that she would like to see the City engaging with the students that were not placed.

Councilmember Frischman agreed stating she did not want the students to receive a no.

Councilmember Steffenhagen recommended the email sent to students include language that states this is where they may be a good fit in the community. Massopust indicated there would be openings for student commissioners again in the Spring as current terms end.

Acting Mayor Dunsworth supported this recommendation and asked that staff also speak to how well each of the students did in their interviews.

Massopust explained the Council could involve more students by setting aside more funding for youth community connectors for 2026.

Acting Mayor Dunsworth supported Hailey McCain being placed on the Planning Commission. She indicated

she supported Jiewen Zheng being placed on the Equity Commission.

Massopust noted the current openings were for Planning, EDC and PREC.

Councilmember Allen supported placing Asmaa to the EDC.

Councilmember Frischman agreed. She suggested Irie be placed on PREC.

Councilmember Steffenhagen explained Asmaa was already extremely involved in other organizations and wondered if this position should be offered to Jiewen as he represented a different school than the other applicants.

Acting Mayor Dunsworth stated she appreciated how these students were highly involved in the community and would bring in a new voice. She supported Jiewen being appointed to the EDC.

Councilmember Frischman indicated she wanted to see the Council working to find ways to keep these youth involved and engaged in the City.

Councilmember Steffenhagen stated perhaps the City had reached the point that a youth commission should be considered that would bring together all three schools. Massopust recommended Hue Schlieu come before the Council next spring in order to speak further about the youth community connector program.

Worksession adjourned at 6:26 pm

Respectfully submitted,

Terri Spangrud
City Clerk



Agenda Section:	Consent Agenda
Report Date:	10/13/2025
Meeting Date:	October 28, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Resolution Authorizing Acceptance of a Metropolitan Council Policy Development Grant, and Granting Authorization to Enter Into a Contract with Thrive LLC To Complete a Housing Action Plan

Action Requested:

Public Hearing:	Motion (consent)
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 Metropolitan Council policy development grant, and to enter into a professional services agreement with Thrive LLC to complete the Housing Action Plan.

Recommendations:

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

Applicable Deadlines:	The City has two years to utilize the \$39,000 grant from the Metropolitan Council to complete the Housing Action Plan.
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Community Impact:	The Housing Action Plan will allow the City to study and implement up to three policies or programs specific to housing. One policy will be specific to the use and expenditure of LAHA dollars, while the other two policies will be selected by the Council (ostensibly from the previously identified list of action items in the 2023 Housing Study).
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Legislative History:	-- Authorization to pursue the policy development grant was granted by Council in July 2025 -- Met Council approved awarding New Brighton with the Grant in late September 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: \$ 39,000 in grant funding
	Financing Sources:	Budgeted	Budget Modification	
	New Revenue	Use of Reserves	Other	

Attachments:	1.	Resolution
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RESOLUTION ____
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION ACCEPTING A METROPOLITAN COUNCIL POLICY DEVELOPMENT
GRANT, AND GRANTING AUTHORIZATION TO ENTER INTO A CONTRACT WITH
THRIVE LLC TO COMPLETE A HOUSING ACTION PLAN

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

WHEREAS, the City identified the creation of a Housing Action Plan as an activity that met the program's purposes and criteria, and was consistent with and promoted the purposes of the Metropolitan Livable Communities Act and the policies of the Metropolitan Council; and

WHEREAS, the City Council of the City of New Brighton authorized staff to pursue LCA Policy Development funds on July 8th, 2025; and

WHEREAS, the Metropolitan Council approved the City's application for LCA Policy Development funds on September 10, 2025;

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of New Brighton hereby accepts the \$39,000 Livable Communities Act Policy and Program Development Grant from the Metropolitan Council; and

BE IT FURTHER RESOLVED, that the mayor and City Manager are authorized to enter into a grant agreement with the Metropolitan Council once received and following review by the City's legal counsel; and

BE IT FURTHER RESOLVED, that the mayor and City Manager are authorized to execute a consulting services agreement with Thrive LLC, attached as Exhibit A, once the grant agreement with the Metropolitan Council has been executed and finalized.

Adopted this 28th day of October, 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:

Agreement for Professional Services with Thrive LLC

(7 pages)

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (this “Agreement”), made this ____ day of _____, 2025, 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 Thrive Consultancy, LLC, a Minnesota limited liability company with its principal office located at 3816 Garfield Av, Minneapolis, MN 55409 (“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 \$39,000 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 six monthly invoices in the amount of \$6,500 each. 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 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

THRIVE CONSULTING, LLC

By: *Breanne Kennedy*
Its: Founder and President, Thrive Consultancy,
LLC

EXHIBIT A

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



Date: July 1, 2025

To: Ben Gozola, Assistant Director of Community Assets and Development, City of New Brighton

From: Breanne Rothstein, Founder of Thrive

Re: Proposal to Provide a Housing Action Plan, including a LAHA Use Policy

Goals:

- To advance the quality and amount of housing in New Brighton.
- To achieve alignment with policymakers on housing actions for the next 1 to 3 years.

Project Overview

This scope includes the development and delivery of Housing Action Plan for the City of New Brighton that incorporates a plan for use of Local Housing Aid (LAHA) funds from the state's new metro sales tax. The work is proposed to be completed in three phases. Phase I is the level setting, and council engagement and discussion to gather desires and feedback. Phase II is to identify the implementation/action plan items specific to advancing the development of housing in New Brighton. The last phase, the bulk of this project, lies in the implementation of the action plan, which includes drafting and presenting up to 3 new housing policies or programs identified in the action plan.

Tasks and Deliverables for Housing Action Plan/LAHA Use Policy

- **Phase I: Level-Setting and Project Introduction**
 - history of New Brighton housing and redevelopment initiatives
 - data summary and analysis
 - what current plans say (summary)
 - Council presentation to introduce and summarize current initiatives and garner feedback from them on desired housing direction
 - bi-weekly staff coordination meetings



Deliverables and Timeline:

- slide deck
- Council presentation
- October/November 2025 (timeline is approximate)

- **Phase II: Housing Action Plan**

- using the feedback from staff, Council, and current planning efforts, develop a list of housing action items, including, but not limited to:
- housing revolving loan fund
- inclusionary housing policy
- zoning analysis and reform, as needed
- housing development fund policy
- identify timeline, funding sources (including LAHA), and priority of the City Council

Deliverables and Timeline:

- slide deck
- Draft Housing Action Plan (1 to 3 years)
- Council presentation and prioritization exercise
- December 2025/January 2026

- **Phase III: Policy Writing**

This includes advancing three priority policy or programs, including research, policy writing, and presentation at City Council.

Deliverables and Timeline:

- slide deck and draft policy #1 – February 2026
- slide deck and draft policy #2 – March 2026
- slide deck and draft policy #3 – April 2026

These can be combined as needed to accommodate Council schedules.

Project Timeline:

It is anticipated that this work would be completed over a six month period, starting near October 2025. The exact timeline will vary based on execution of a grant agreement with Met Council for the work.

**Project Fee:**

This plan is proposed to be completed for \$39,000 for six months of work, payable on a monthly basis of \$6,500.

About Breanne

Breanne Rothstein, AICP offers over 20 years of experience in community development and project management. She is passionate about project implementation and bringing vision to reality through complex project financing and public/private partnerships. Breanne is founder and CEO of Thrive Consulting, a firm that seeks to advance economic inclusion and bring financial resources from federal, state, and philanthropy to local communities. She specializes in advancing policy, programs, and projects through active City Council engagement. Most recently, Breanne has helped Maplewood and Brooklyn Center in the development of EDA Strategic and Action plans to complete actions to bring more housing to their community. Breanne has worked on multi-million dollar partnerships like the Brooklyn Park Small Business Center, over a dozen housing projects, 20 comprehensive plans, and has been instrumental in getting more housing in communities. She has also helped cities deliver several multi-use, large development projects serving on the city side and working closely with developers. She is active in ULI, APA, and several other professional organizations. Breanne is committed to active listening, lifelong learning, and working collaboratively to solve tough problems.

Agenda Section:	Consent Agenda
Report Date:	10/13/2025
Meeting Date:	October 28, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of an Agreement for Electrical Inspection Services

Action Requested:

Public Hearing:	Motion:
Discussion:	Informational:

Form of Action:

Resolution:	Ordinance:
Contract/Agreement: Electrical Inspection Services	N/A or Other:

Votes Needed:

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

Summary Statement:

Pete Togle, the City's electrical inspector since 2019, is retiring at the end of this year, so a replacement inspector must be assigned to ensure continued electrical inspection services as of January 1, 2026. Pete's son, Steve, who has been part of Pete Togle's operation, is taking over the business and clients under Steve Togle Inspections Inc. The City has received excellent service from Togle inspections over the years (from both Pete and Steve), and we have no reason to believe this ownership change will impact that track record.

With this transition, rates in 2026 will be going up due to inflationary

	pressures according to Stephen Tokle. Their rates have remained largely unchanged over the last five years, so they are using this transition to adjust fees to be more in line, but still cheaper in many respects, to the State. Per Stephen Tokle: <i>The intent [of the price changes] is to keep up with inflation. The total inflation from 2020 is 25.8%. Most of our increases are around 20%. About 75% to 80% of the permits we review will be the minimum fee of \$60. The state's minimum fee is \$80. The fee for additional amps on a service is almost never used because rarely does a house have more than a 200amp service. Some things did go up more than 20% like the sub panel fee. Some fees also stayed the same like the electronic inspection fee is still at \$40 even though the minimum is \$60. The lot light pole fee did (technically) double, but it hasn't been updated by our company in 30 years. The lot light pole fee will only apply to an apartment parking lot as the street lighting is commercial and uses the commercial fees.</i> To maintain our services and ensure we are providing more economical fees for our residents when it comes to electrical inspection, staff is recommending approval of a new services agreement with Stephen Tokle Inspections Inc. for services to begin on January 1, 2026.
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Recommendations:	Approval of an Agreement for Electrical Inspection Services
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Applicable Deadlines:	Before the end of the year
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Community Impact:	Electrical Inspection services are a critical component of the City's inspection offerings
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Legislative History:	- Pete Tokle hired as the City's electrical inspector in 2019 - Pete Tokle announces retirement in 2025 - Stephen Tokle, the son of Pete Tokle and an employee of Pete Tokle Inc, announces he will be taking over the business after his father's retirement.
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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: pass through costs	

Attachments:	1.	Electrical Inspection Services Agreement 2025
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INSPECTION SERVICES AGREEMENT

THIS INSPECTION SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2025, by and between the City of New Brighton, a Minnesota municipal corporation (“City”) and Stephen Togle Inspections Inc, a Minnesota corporation (“Inspector”).

WITNESSETH:

WHEREAS, the City is interested in contracting with Inspector for the performance of electrical inspections services (“Services”) within the City of New Brighton; and

WHEREAS, Inspector is agreeable to rendering services on the terms and conditions hereinafter set forth; and

WHEREAS, the parties hereto agree to general terms as follows and to the specific terms as set forth in the attached exhibit; and

NOW, THEREFORE, in consideration of the mutual covenants and undertakings hereinafter stated, the parties to this Agreement agree that the Inspector shall be retained to provide assigned electrical inspections, to verify compliance with applicable electrical codes and ordinances in a manner established by the City’s designated building official, as follows:

1. SCOPE OF SERVICES.

There is no guarantee of a certain number of hours of work under this Agreement. All projects and tasks will be assigned to the Inspector as determined necessary by the City Building Official or the Assistant Director of Community Assets and Development. The Inspector is authorized to perform the assigned Services on behalf of the City, provided such Services are in accordance with terms of this Agreement. All professional services provided by Inspector under this agreement shall be provided in a manner consistent with the level of care and skill ordinarily exercised by other inspectors providing similar services.

- 1.01. Perform electrical inspections assigned by the City for compliance with the current version of the State Electrical Code and related laws, rules and city ordinances.
- 1.02. Perform inspections on the day requested, except as approved by the City.
- 1.03. Be available by phone during established hours, as determined by the City, to receive calls related to electrical code requirements, electrical inspection procedures and other electrical inspection matters. It is understood that the normal hours are generally from 8:00 a.m. to 4:30 p.m.

- 1.04. Write correction notices and perform follow-up inspections as needed to obtain compliance.
- 1.05. Follow inspection procedures and processes established by the City.
- 1.06. Retain all pertinent records and copies of permits and correspondence related to each permit and make them available to the City upon request.

2. CITY'S RESPONSIBILITIES.

- 2.01. Issue Permits.
- 2.02. Receive inspection requests.
- 2.03. Provide inspection requests to the Inspector.
- 2.04. Provide inspection approval stickers and correction notices.
- 2.05. Maintain permit and inspection records.
- 2.06. Pay the Inspector for completed permits.

2. TERM OF AGREEMENT.

The term of this Agreement, and the period during which the Services shall be provided, shall be from _____, 2025 to _____. Either party may terminate this Agreement at any time, for any reason, upon 45 days' advance written notice to the other party. The City may terminate this Agreement immediately upon a finding that the Services are not being performed in a professional manner or upon a finding that the Inspector fails to complete tasks consistent with direction from the City and this Agreement. Upon termination, Inspector shall be paid by the City for all services rendered by Inspector as of the date of the termination for which Inspector has not yet been compensated.

3. COMPENSATION.

The City shall pay the Inspector 80 percent of the permit fee rates provided in Exhibit A. The Inspector shall invoice the City every 30 days on a day to be determined by the City. This invoice shall include a report that describes the permit inspections performed during the monthly time period. The City shall remit payment to the Inspector within 30 days of receiving an invoice.

4. INDEPENDENT CONTRACTOR.

- 4.01. Both the Inspector and the City acknowledge and agree that Inspector is an independent contractor and not an employee of the City. Inspector understands that

the City will not provide the Inspector with any benefits of any type in connection with this Agreement, including but not limited to, health or medical insurance, workers' compensation insurance and unemployment, nor will the City withhold any state or federal taxes, including income or payroll taxes and social security taxes, which may be payable by the Inspector.

- 4.02 Inspector shall supply at its own expense its own equipment, supplies, vehicles and tools necessary to complete the Services and the Inspector's obligations under this Agreement.
- 4.03 Inspector acknowledges that any general instruction it receives from the City has no effect on its status as an independent contractor.
- 4.04 Inspector acknowledges that the daily administration of the Inspector's Services rendered to the City shall be under the sole direction of the Building Official. The degree of Services to be rendered, the standard of performance, and other matters relating to regulations and policies shall be under joint control of the City and the Inspector. Headquarters for the Services rendered to the City under this Agreement shall be located at City offices.

5. LICENSE AND INSURANCE.

- 5.01 Inspector shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. The general liability insurance shall include coverage insuring Inspector against claims for bodily injury, death, or property damage arising out of Inspector's general business activities (including automobile use). Upon request of the City, Inspector shall provide the City with certificates of insurance, showing evidence of the required coverage and listing the City as an additional insured.
- 5.02 Inspector shall maintain automobile liability insurance with a limit of not less than two-hundred and fifty thousand dollars (\$250,000.00) each accident. The insurance shall cover liability arising out of any auto, including owned, hired and non-owned autos.
- 5.03 Inspector shall maintain, at its own expense, statutory workers' compensation insurance coverage, if required by law.
- 5.04 Inspector shall maintain, at its own expense, electrical inspector's errors and omissions insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.
- 5.04 A certificate of insurance acceptable to the City shall be filed by the Inspector with the City prior to commencement of the Services pursuant to this Agreement. The certificate and the required insurance policies shall contain a provision that the

coverage afforded under the insurance contract will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the City.

- 5.05 Inspector shall be responsible for maintenance of any required and appropriate certification and continuing education as Inspector under the laws of the State of Minnesota. Inspector shall be responsible for supplying any all technical manuals and reference materials needed to perform its Services.

6. INDEMNIFICATION.

The Inspector agrees that it will defend, indemnify, and hold harmless the City, its officers and employees, against any and all liabilities, loss, costs, damages and expenses, which the City, its officers and employees may hereinafter sustain, incur, or be required to pay, arising out of the Inspector's performance or failure to adequately perform its obligations pursuant to this Agreement. The Inspector shall not be required to hold harmless, indemnify, or defend the City with respect to claims brought by third parties that arise due to the failure of the City to enforce its code provisions in situations where the Inspector has notified the City of the code violation in writing or for claims arising primarily from the claimed negligence of the City.

7. FILES AND RECORDS.

All completed files and all original copies of correspondence, inspection reports, plans and other matters connected with the Inspector's services under this Agreement shall be stored at the City offices. The Inspector may keep copies of these documents for its own records, if desired.

8. ASSIGNMENT.

The Inspector may not assign this Agreement or procure the services of another individual or company to provide Services under this Agreement without first obtaining the express written consent of the City.

9. ENTIRE AGREEMENT; AMENDMENTS.

With the exception of the terms and conditions set forth in Exhibit A, this Agreement shall constitute the entire agreement between the City and Inspector and supersedes any other written or oral agreements between the City and Inspector. This Agreement can only be modified in writing signed by the City and Inspector.

10. APPLICABLE LAW

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.

11. CONFIDENTIALITY/DATA PRACTICES

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

12. NO WAIVER BY CITY.

Nothing herein shall be deemed a waiver by the City of the limitations on liability set forth in Minnesota Statutes Chapter 466.

13. SEVERABILITY.

Should any part or portion of this Agreement be deemed illegal or non-binding by a court of law, the remainder of the Agreement shall remain in effect.

14. COMPLIANCE.

Inspector agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of its Services under this Agreement.

15. RELATIONSHIP BETWEEN THE PARTIES.

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners or a joint venture between the City and the Inspector or as constituting Inspector's employees as the agents, representatives or employees of the City for any purpose in any manner whatsoever.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year written above.

STEPHEN TOKLE INSPECTIONS INC.

By: _____
Stephen Tokle

Its: _____

CITY OF NEW BRIGHTON

By: _____
Kari Niedfeldt-Thomas

Its: Mayor

By: _____
Devin Massopust
Its: City Manager

EXHIBIT A

New Brighton 2026 Fee Schedule

ELECTRICAL PERMITS:

ELECTRICAL PERMIT FEES ARE DOUBLED IF THE WORK STARTS BEFORE THE

Refund Policy for all permits

A written request from the applicant of the permit must be received by the Building Official before a refund can be processed. The permit will be refunded up to 80% of the permit fee after authorization by the Building Official and City Council per Article 5 of the City Code. No refunds unless more than the minimum fee. Refunds are minus the city's handling fee.

Description	2026 Fee
RESIDENTIAL (Single Family Homes, Apartments, Condominiums, and Assisted Living)	
HOMEOWNERS AND CONTRACTORS: Complete an electrical permit form available from the Building Inspection Department. Add \$1.00 for State surcharge to total cost of each permit. The fee is the total of the listed fees or the total number of inspection trips x \$60.00, whichever is GREATER.	
Residential panel replacement	\$125.00
Residential sub-panel	\$75.00
New service or power supply:	
0 to 300 Amp	\$75.00
400 Amp	\$100.00
Added fee for each additional 100 amps	\$25.00
Circuits and Feeders:	
0 - 100 Amp	\$12.00
101 - 200 Amp	\$20.00
Added fee for each additional 100 amps	\$10.00
Minimum Fee: Minimum permit fee is \$60.00 plus \$1.00 State surcharge. This is for one inspection only. Minimum fee for rough-in and final inspection is \$120.00 plus \$1.00 State surcharge	
Maximum Fee (Dwelling Fees): The maximum fee for single family dwelling or townhouse not over 200 amps (and up to 25 circuits)(Additional circuits are \$12.00/ea) is \$225.00 plus \$1.00 State surcharge. Maximum of 2 rough-in's and 1 final inspection. Failed inspections are an additional \$60.00 each.	
Apartment Buildings Fee <u>per unit</u> of an apartment or condominium complex. This fee does <u>not</u> cover service, unit feeders, or house panels, and includes up to 15 circuits per	\$110.00 per unit
Swimming Pools and Hot Tub Additions	\$120.00 Plus circuits at \$12.00 each. This includes two (2) inspections
Remodels and Basement Refinishes	\$120.00 Fee includes up to ten (10) circuits and two (2) inspections
Residential Accessory Structures	The greater of \$75.00 for panel plus \$12.00 per circuit OR \$120.00 for two (2) inspections.
Street and Parking Lot Lights	\$10.00 per each standard
Transformers and Generators	\$5.00 up to 10 kva \$55.00 11 kva to 74 kva \$70.00 75 kva to 299 kva \$175.00 Over 299 kva
Retrofit Ligthing	\$1.00 per fixture
Low Voltage fire alarm, low voltage heaing and air conditioning control wiring	\$1.00 per device
Residing jobs	\$60.00
Re-inspection Fee in addition to all other fees	\$60.00 per reinspection
Solar Fees	\$100.00 0 kw to 5 kw \$165.00 >5 kw to 10 kw \$245.00 >10 kw to 20 kw \$330.00 >20 kw to 30 kw \$410.00 >30 kw to 40 kw \$25.00 For each additional 10 kws or fraction thereof beyond 40 kw

New Brighton 2026 Fee Schedule

ELECTRICAL PERMITS:

ELECTRICAL PERMIT FEES ARE DOUBLED IF THE WORK STARTS BEFORE THE

Refund Policy for all permits

A written request from the applicant of the permit must be received by the Building Official before a refund can be processed. The permit will be refunded up to 80% of the permit fee after authorization by the Building Official and City Council per Article 5 of the City Code. No refunds unless more than the minimum fee. Refunds are minus the city's handling fee.

Description	2026 Fee
Electronic Inspection fee for specific items only: furnace, air conditioning, bath fan, fireplace, or receptacle for water heater vent	\$40.00
In General: Minimum fee permits expire in six (6) months Permits over the minimum fee and up to \$1000 expire in one (1) year	

COMMERCIAL

Fees start at \$60 per trip or the fees below, whichever is greater. Solar fees are the same as residential solar fees.

Valuation \$1 to \$1,000	\$60.00 per trip
Valuation >\$1,000 to \$2,000	\$60.00 for the first \$1,000, plus \$3.25 for each additional \$100 or fraction thereof up to and including \$2,000
Valuation >\$2,000 to \$25,000	\$82.00 for the first \$2,000, plus \$14.85 for each additional \$1,000 or fraction thereof up to and including \$25,000
Valuation >\$25,000 to \$50,000	\$423.55 for the first \$25,000, plus \$10.70 for each additional \$1,000 or fraction thereof up to and including \$50,000
Valuation >\$50,000 to \$100,000	\$691.05 for the first \$50,000, plus \$7.45 for each additional \$1,000 or fraction thereof up to and including \$100,000
Valuation >\$100,000 to \$500,000	\$1,063.55 for the first \$100,000, plus \$6.00 for each additional \$1,000 or fraction thereof up to and including \$500,000
Valuation >\$500,000 to \$1,000,000	\$3,463.55 for the first \$500,000, plus \$5.10 for each additional \$1,000 or fraction thereof up to and including \$1,000,000
Valuation >\$1,000,000 and up	\$6,013.55 for the first \$1,000,000, plus \$4.00 for each additional \$1,000 or fraction thereof
Reinspection Fee (in addition to all other fees)	\$60.00 per reinspection
Investigation Fee (working without permit): fee(s) are doubled	
Refunds issued only for permits over:	\$120.00
State Surcharge	0.0005 times the project value

Minimum fee permits expire in 6 months.

Permits over the minimum fee and up to \$1,000 expire in 12 months from the filing date.

A service charge of \$35.00 will be added for all dishonored checks.



Agenda Section:	Consent Agenda
Report Date:	10/16/2025
Meeting Date:	October 28, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Authorizing Staff to Enter into an Agreement with Jessica Turtle and Rice Creek Watershed District for Public Art Installation at Hansen Park

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 City of New Brighton Parks and Recreation Department, in partnership with the Rice Creek Watershed District, has been working on a public art project that celebrates the natural environment and community connection to Hansen Park. The proposed sculpture, titled *Peek-a-Boo Wood Duck*, will be designed and installed by artist Jessica Turtle of TreeHaus Studio, an experienced public artist specializing in community-based, nature-inspired art.

The artwork will be located near the new pond and wooded areas at

	Hansen Park West, creating an engaging and educational focal point that reflects the park’s ecological restoration efforts and water quality improvements completed through collaboration with the Rice Creek Watershed District. As part of the project, the artist will conduct up to three community tile workshops where residents will create handmade high-fire ceramic tiles for integration into the sculpture or surrounding landscape. A volunteer planting and education day will also be coordinated in partnership with City staff and the Rice Creek Watershed District. The total project cost is \$26,613.10, which includes materials, fabrication, subcontracting, and community engagement workshops. A detailed cost breakdown is attached to the agreement. Staff is asking for authorization for a 10% contingency for a not to exceed price of \$29,273.31 to allow for additional tile workshops if desired. Project Budget Summary: • Materials: \$5,663.10 • Fabrication: \$17,500.00 • Subcontractor: \$2,800.00 • Community Workshop: \$650.00/each This project is a collaborative effort with the Rice Creek Watershed District, which is \$8,000 towards the artwork and \$1,500 towards plantings, contributing to overall site improvements and environmental restoration in the Hansen Park project area.
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Recommendations:	Staff recommends approval of the Public Art Agreement between the City of New Brighton and artist Jessica Turtle for creation and installation of the <i>Peek-a-Boo Wood Duck</i> at Hansen Park.
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Applicable Deadlines:	12/31/2025 in order to allow for project completion by 12/31/2026
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Community Impact:	This project provides a meaningful opportunity for residents to take part in shaping the character and beauty of their park system. In addition to the permanent public artwork installation, the <i>Peek-a-Boo Wood Duck</i> project will include community-focused activities that encourage creativity, learning, and environmental stewardship. Tile-making workshops will be hosted in the new Hansen Park building, where community members of all ages can create handmade ceramic tiles that will become part of the sculpture or the surrounding landscape. This participatory approach is similar to the “Beautiful Project” mural at the New Brighton Community Center, where residents contributed their own artistic touches to a shared public space. The partnership with the Rice Creek Watershed District will also include a volunteer planting and education day, inviting residents and youth groups to help with native plantings around the artwork. These plantings will enhance pollinator habitat, improve stormwater management, and add to the park’s natural beauty. Together, these efforts connect art, nature, and community. The <i>Peek-a-Boo Wood Duck</i> will stand as a symbol of collaboration, creativity, and environmental care in New Brighton.
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Legislative History:	○ November 13, 2018 – Council authorized the Parks and Recreation Department to enter into an agreement with WSB and Associates Inc. to provide services for a Comprehensive Park System Plan ○ February 6, 2019 – Parks, Recreation and Environmental Commission (PREC) voted to recommend the Parks Comprehensive Parks System Plan Steering Committee to Council for appointment. ○ February 13, 2019 – City Council appoints Parks Comprehensive Parks System Plan Steering Committee. ○ July 2019 – City Council adopts the City’s new 2040 Comprehensive Plan guiding overall City development for the next thirty years. Plan includes a specific recommendation to undertake a separate and specific comp planning process for the City’s park system.
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- 2019 – Data collection & evaluation, community engagement, reports on findings, and preliminary recommendations and concepts were drafted.
- February 3, 2020 – Park and Recreation Commission (PREC) reviews initial draft plan
- March 4, 2020 – City Council reviews initial draft plan and calls for plan finalization. Additional public review held throughout March.
- April – August 2020 – Plan finalized for adoption based on PREC, Council, and public feedback. Plan distributed to adjacent jurisdictions for review and comment.
- August 5, 2020 – PREC unanimously approves recommendation and adoption of the Comprehensive System Plan to the City Council for adoption and inclusion in the 2040 Comprehensive Plan.
- September 15, 2020 – Planning Commission hosts a public hearing and approves forwarding the Comprehensive System Plan to the City Council for adoption and inclusion in the 2040 Comprehensive Plan.
- March 23, 2021 – Worksession discussion about Parks Comprehensive Plan Implementation
- June 1, 2021 – Parks Master Plan Implementation Update
- June 22, 2021 – Council approved the resolution authorizing the sale of abatement bond for park improvements
- July 27, 2021 – Council approved the sale of abatement bonds to finance park improvements
- September 14, 2021 – Council approved base mapping and ARM Survey activities for Hansen Park
- September 14, 2021 – Council approved an agreement with WSB, Inc. for Design and Engineering services For Hansen East.
- February 8, 2022 – Council approved a grant agreement with the MnDNR for \$250,000 Outdoor Recreation Grant for Hansen Park
- December 13, 2022 – Council approved the purchase and installation of a Cedar Forest Products Picnic shelter building kit for Hansen Park East.
- February 7, 2023 – Planning Commission approved the site plan for phase one reconstruction of Hansen Park East and Tennis Court Reconstruction
- February 14, 2023 – Council approved the plans and

	specifications and authorization for advertisement of the bid for Hansen Park East and Tennis Court Reconstruction ○ March 14, 2023 – Council approved the Site Plan for Hansen East ○ March 14, 2023 – Council approves agreement with LHB for the Park Building Design ○ March 28, 2023 – Council approved the bids for the Reconstruction of Hansen Park East. ○ November 14, 2023 – Council Approved the Agreement with WSB for Hansen West with WSB ○ November 28, 2023 - Council signs letter of intent to work with Kraus Anderson for Construction Management on Hansen West Park
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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: \$29, 273.31
	Financing Sources:	Budgeted: X	Budget Modification	
	New Revenue	Use of Reserves	Other	

Attachments:	1.	Public Art Agreement - Hansen Park
	2.	Complete_with_Docusign_Hansen_Park_Art_Insta (1)

**PUBLIC ART AGREEMENT
CITY OF NEW BRIGHTON AND
JESSICA TURTLE**

Hansen Park Artwork Installation

This Public Art Agreement (this “Agreement”) is entered into by the City of New Brighton, a Minnesota municipal corporation (“CITY”) and Jessica Turtle, an individual (“ARTIST”). The purpose of this Agreement is to provide for ARTIST’s creation of nature-themed Artwork for long-term outdoor display at Hansen Park, a public park owned and maintained by CITY. In consideration of the terms and conditions set forth herein and the mutual exchange of consideration, the sufficiency of which hereby is acknowledged, CITY and ARTIST agree as follows:

1. Scope of Work

ARTIST will create and install artwork entitled “Peek-a-Boo Wood Duck,” at the CITY’s Hansen Park, 1555 5th Street NW, New Brighton, MN, which is shown on concept drawing attached as Exhibit A (the “Artwork”). The Artwork design has been finalized by ARTIST and approved by CITY.

ARTIST will coordinate with CITY to conduct up to three (3) community tile workshops. Workshops will result in handmade high-fire ceramic tiles that will be integrated into the Artwork or its surroundings by ARTIST. ARTIST will provide CITY with a supply list, staffing plan, and cost estimate for each workshop.

ARTIST will coordinate with the CITY to lead a youth-focused or community-wide planting/education day for the area around the Artwork. The CITY will provide the final plant list and layout in consultation with the Rice Creek Watershed District. ARTIST will provide design intent, planting day concept, and assist in educational signage development.

The more specific terms for selection and creation of the artwork are as follows:

- a. *Creation and Installation.*** ARTIST will construct the Artwork in accordance with the approved design, and the Artwork will be ready for installation by 12/1/2026. CITY will prepare the installation site, including the concrete landing pad, trail access, and planting areas. ARTIST will provide for the transportation of the Artwork to the site. ARTIST and CITY will coordinate on the timing of installation, the equipment required for installation, traffic or other site controls during installation, and the installation itself. Installation will be completed by 12/31/2026.

Before installation, ARTIST will inspect the site to ensure that it is ready to receive the Artwork and compliant with any specifications in the design. If it is not, ARTIST will notify CITY and CITY promptly will take necessary steps to address the concern. If ARTIST does not install the Artwork, ARTIST will supervise and approve the installation. All work,

whether performed by ARTIST or CITY, will be performed by qualified professionals and licensed contractors as required by law. A party may film, photograph or otherwise document the installation and may use such documentation as the party chooses. CITY will provide and install a durable plaque on or near the Artwork containing credit to ARTIST and a copyright notice substantially in the following form: Copyright © [Artist's name, date]. If the plaque is to be placed on the Artwork or on a structural element on which the Artwork rests, it will be done in consultation with ARTIST.

- b. Acceptance.** Upon installation, CITY will determine that the Artwork conforms to and has been installed in accordance with the approved design. On the determination of CITY, CITY will transmit to ARTIST, in writing, an acceptance of the Artwork.
- c. Maintenance Manual.** ARTIST will provide a maintenance manual with a description of all materials, processes and products utilized in the Artwork and tile components and the required care and upkeep involved, as well as recommended procedures for any necessary conservation. CITY will maintain the Artwork and tile components in accordance with the manual.

2. Payment

On execution of this Agreement by both parties, CITY will transmit to ARTIST payment in an amount equal to the materials budget of \$5,663.10 and 20 percent of the remaining approved budget amount. A cost breakdown of the materials budget and project budget is attached as Exhibit B. Within 30 days of CITY acceptance of the Artwork and receipt of the maintenance manual, CITY will transmit to ARTIST the remaining final payment.

3. Warranties

a. **Warranties of Title.** ARTIST represents and warrants:

- (i) the artistic effort of the Artwork is solely that of ARTIST;
- (ii) the Artwork is unique and original and does not infringe on any copyright or the right of another;
- (iii) the Artwork (or duplicate thereof) has not been accepted for sale elsewhere;
- (iv) the Artist has not sold, assigned, transferred, licensed, granted, encumbered or used the Artwork or any element thereof or any copyright related thereto so as to impair any right granted by this Agreement;
- (v) the Artwork is free and clear of any lien;
- (vi) the Artist has the full power to enter into and perform each term of this Agreement.

b. **Warranties of Quality.** ARTIST represents and warrants:

- (i) ARTIST will perform all work in accordance with professional “workmanlike” standards and free from defective or inferior materials and workmanship (including any defects consisting of “inherent vice” that cause or accelerate deterioration of the Artwork);
- (ii) the materials that the Artwork contains are not currently known to be harmful to public health and safety in the manner in which they are incorporated into the Artwork;
- (iii) maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance manual that the ARTIST has prepared;
- (iv) the Artwork will maintain its physical integrity and remain materially in its installed condition for three years from the date of CITY acceptance under Section 1.b, above, provided that CITY maintains the Artwork in accordance with the maintenance manual.

Pursuant to ARTIST’s warranty of workmanship, ARTIST will design the Artwork and its installation as suitable for outdoor display in the range of expected conditions. ARTIST’s warranty under Section 3.b(iv) does not extend to damage to the Artwork resulting from extraordinary weather conditions, treefall, or vandalism.

In the event of a failure of the Section 3.b(iv) warranty, CITY will give prompt notice to ARTIST and ARTIST will cure the breach promptly, satisfactorily and consistent with professional conservation standards, at no expense to CITY.

If after three years the Artwork ceases to maintain its physical integrity and remain materially in its installed condition, and CITY wishes to repair or restore the Artwork, CITY will make reasonable efforts to contact ARTIST, and ARTIST will have the right of first refusal to make or supervise repair or restoration for reasonable compensation.

4. **Ownership and Intellectual Property Rights**

a. **Ownership.** On CITY acceptance of the Artwork under Section 1.b, above, CITY will take possession and exclusive ownership of the Artwork. ARTIST retains all other rights to the Artwork provided through the Copyright Act of 1976, 17 U.S.C., 101 et. seq. As the Artwork is unique, ARTIST will not make a duplicate of the Artwork, nor will ARTIST grant a third party the right to duplicate the Artwork without the written permission of CITY. For the purpose of this section 4 and of Section 3(a), above, a “duplicate” is an object of the same design and dimension as the Artwork, or so nearly the same that a viewer reasonably would confuse the duplicate and the Artwork. A “reproduction” is any two- or three-dimensional rendering of the Artwork that is not a duplicate.

b. **License.** ARTIST grants CITY and its successors and assigns, an irrevocable royalty-free, non-exclusive license to make two-dimensional reproductions of the Artwork for use on its website, and in brochures, media, publicity, catalogs, and similar non-commercial publications. All such reproductions will contain a credit to ARTIST and a copyright notice in substantially the following form: © [Artist's name, date of publication]. ARTIST will use best effort in any use of a reproduction to acknowledge CITY in substantially the following form: "An original artwork owned and commissioned by the City of New Brighton, Minnesota."

c. **Removal.** CITY may remove the Artwork from public display for maintenance or for any other reason and is not obligated to replace the Artwork on the site. The following terms apply to removal:

(i) CITY will attempt to remove the Artwork in a way that does not damage, alter, modify, distort or destroy the Artwork, however ARTIST recognizes removal may have such an effect. ARTIST acknowledges that this provision qualifies under 17 U.S.C. Section 113(d) so as to waive rights under 17 U.S.C. Section 106A.

(ii) If, at the time of removal, it is determined that the Artwork may be removed without damage, alteration, modification, destruction, distortion or other change, CITY will give notice as required by 17 U.S.C. Section 113(d)(2) and (3). On completion of the Artwork, ARTIST agrees to file records, including ARTIST's identity and address, with the Register of Copyrights as provided under 17 U.S.C. Section 113(d)(3). ARTIST further agrees to update information with the Register of Copyrights so as to permit notification of intent to remove the Artwork.

d. **Alteration of Artwork.** CITY will not intentionally alter, modify, change, destroy or damage the Artwork without permission from ARTIST. CITY will make reasonable efforts to avoid causing such a result through an act of gross negligence, pursuant to the federal Visual Artists' Rights Act. If CITY fails to maintain the Artwork in accordance with the maintenance manual, ARTIST may disown the Artwork as ARTIST's creation and, on ARTIST's request, CITY will remove credits to ARTIST from the Artwork and reproductions thereof until the Artwork is repaired or restored to ARTIST's satisfaction.

e. **Alteration of Installation Site.** CITY will notify ARTIST of any proposed significant alteration of the immediate site that would affect the intended character and appearance of the Artwork. On ARTIST's timely request, CITY will consult with ARTIST in planning and executing any such alteration. CITY will make a reasonable effort to maintain the integrity of the Artwork.

f. **Relocation.** CITY will not arbitrarily relocate the Artwork without ARTIST's written permission. ARTIST will not unreasonably withhold approval of relocation. If ARTIST approves relocation, ARTIST will provide CITY with written handling instructions. If ARTIST is deceased or otherwise unable to give consent, the owner of the Artwork copyright will not unreasonably withhold permission, keeping in mind the intent of ARTIST at the time of commission and fabrication.

g. *Disposal of the Artwork.* Prior to disposing of the Artwork (i.e. selling it or giving it to a third party or throwing it away), CITY will make a reasonable attempt to notify ARTIST of its intentions and will provide ARTIST with 30 days' notice of its intentions. ARTIST shall have the right of first refusal to take back or repurchase the Artwork from CITY. Should CITY be selling the Artwork to a third party, ARTIST shall compensate CITY for the amount that CITY was to receive from the third party for the Artwork.

5. **Independent Contractor**

ARTIST is an independent contractor under this Agreement. ARTIST will select the means, method and manner of designing and creating the Artwork. Nothing herein contained is intended or is to be construed to constitute ARTIST as the agent, representative or employee of CITY in any manner.

6. **Duty of Care; Indemnification**

The parties will perform all obligations under this Agreement in good faith, with reasonable promptness, and with a shared intent to achieve the purpose of the Agreement in collaboration. In applying the standard of reasonable promptness, ARTIST recognizes that decisions of CITY may be subject to internal procedures.

Each party will perform any acts under this Agreement with due care. Each party will hold the other parties, their officials and their employees harmless, and indemnify them, as to all third-party claims or actions, and all costs (including reasonable attorney fees), damages and liabilities of any nature attendant thereto, to the extent due to that party's negligent or otherwise wrongful act or omission, or breach of a specific duty under this Agreement. The indemnification obligation is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for a party under workers' compensation acts, disability acts or other employee benefit acts.

7. **Covenants By City**

CITY covenants, that once accepted, the Artwork will be maintained materially in its installed condition and in its installed location for at least three years from the date of acceptance.

8. **Records Pertaining to Fees or Costs**

ARTIST will provide all records pertaining to fees or costs incurred in connection with the performance of this Agreement to CITY. CITY must hold and maintain records for six years from the date of Artwork acceptance. An authorized representative of CITY or the state auditor may have access to and the right to examine, audit and copy any such records during normal business hours.

9. **No Waiver**

The failure of a party to insist on the strict performance by another party of any provision or obligation under this Agreement, or to exercise any option, remedy or right herein, will not waive or relinquish the party's rights in the future to insist on strict performance of any provision, condition or obligation, all of which will remain in full force and affect. The waiver of a party on one or more occasion of any provision or obligation of this Agreement will not be construed as a waiver of any subsequent breach of the same provision or obligation, and the consent or approval by a party to or of any act by another requiring consent or approval will not render unnecessary such party's consent or approval to any subsequent similar act by another party.

Notwithstanding any other term of this Agreement, CITY waives no immunity in tort. This agreement creates no right in a third party and, as to CITY, waives no immunity, defense or liability limit with respect to any third party.

10. **Allocation of Risk; Insurance**

ARTIST bears the risk of loss of, or damage to, design materials, the Artwork and its constituent materials until installation of the Artwork is completed, except that CITY will be responsible: (a) during such time the partly or wholly completed Artwork is in CITY's custody or control for storage; and (b) for the acts and omissions of CITY's employees and contractors participating in moving or installing the Artwork. Before CITY takes custody of the Artwork and before installation begins, CITY and ARTIST will concur in a written description of custody arrangements, and of installation steps and specifications, and the role of each party in these. The description will seek for roles to be distinct so that in the event of damage, responsibility is clear.

At all times until the Artwork is accepted, ARTIST will have and keep in force the following insurance coverages:

- A. General liability: \$1.5 million, each occurrence and aggregate, covering ARTIST's ongoing and completed operations on an occurrence basis.
- B. Automobile liability: \$1.5 million combined single limit each occurrence coverage for bodily injury and property damage covering all vehicles on an occurrence basis.
- C. Workers' compensation: in accordance with legal requirements applicable to ARTIST. ARTIST may fulfill this requirement by advising CITY in writing that ARTIST is performing as an individual under this Agreement and has no employees.

An umbrella or excess policy may be used for a general or automobile liability limit above \$1 million. ARTIST will not commence work until it has filed with CITY a certificate of insurance

evidencing the required coverages and naming CITY as an additional insured for general liability and, if applicable, umbrella or excess liability, along with a copy of the additional insured endorsement establishing coverage for ARTIST's ongoing and completed operations as primary coverage on a noncontributory basis. The certificate will name CITY as a holder and will state that CITY will receive written notice before cancellation, nonrenewal or a change in the limit of any described policy under the same terms as ARTIST.

11. Notices

Any written communication required under this agreement to be provided in writing will be directed to the party representative as follows:

To CITY:

Jennifer Fink, Director of Parks and Recreation
City of New Brighton
400 10th Street NW
New Brighton, MN 55112
Jennifer.fink@newbrightonmn.gov

To ARTIST:

Jessica Turtle, Public Artist
Treehaus Studio
2878 50th Avenue
Osceola, WI 54020
jessica@treehausstudio.art

Each of the above individuals may in writing designate another individual to receive communications under this Agreement.

Where this Agreement specifies that CITY will make a written determination, the determination of the CITY representative named above is made with authority delegated by the represented entity.

12. Termination

CITY may terminate this Agreement only for a material breach by ARTIST. ARTIST may terminate this Agreement only for a material breach by CITY. The terminating party will provide written notice specifying the basis for termination, and allow at least 30 days for cure. At the request of a party, the parties will meet during the cure period to review the basis for termination and consider resolution.

If this Agreement is terminated due to ARTIST's failure to perform pursuant to the terms of this Agreement, ARTIST will reimburse CITY for payment made under section 2, above. If the agreement is terminated due to failure of CITY pursuant to the terms of this Agreement,

ARTIST's remedy is limited to payment for work performed and costs incurred, and does not include compensation for lost opportunity or publicity.

Absent termination for material breach, the Agreement will terminate six months after payment has been made under section 2, above.

Duties of care; obligations to hold harmless and indemnify; warranty terms; terms governing ownership and intellectual property; and document-retention requirements will survive termination of the Agreement.

13. **Choice of Law; Venue**

This Agreement will be construed under and governed by the laws of the State of Minnesota. Venue for any action will lie in Ramsey County.

14. **Whole Agreement**

The entire Agreement between the parties is contained herein and this Agreement supersedes all oral agreements and negotiations relating to the subject matter hereof. Any modification of this Agreement is valid only when reduced to writing as an amendment to the Agreement and signed by the parties hereto.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto execute and deliver this Agreement.

CITY OF NEW BRIGHTON

By: _____

Kari Niedfeldt-Thomas

Its: Mayor

By: _____

Devin Massopust

Its: City Manager

By: _____

Jessica Turtle

TreeHaus Studio

EXHIBIT A **Concept Drawing of Artwork**

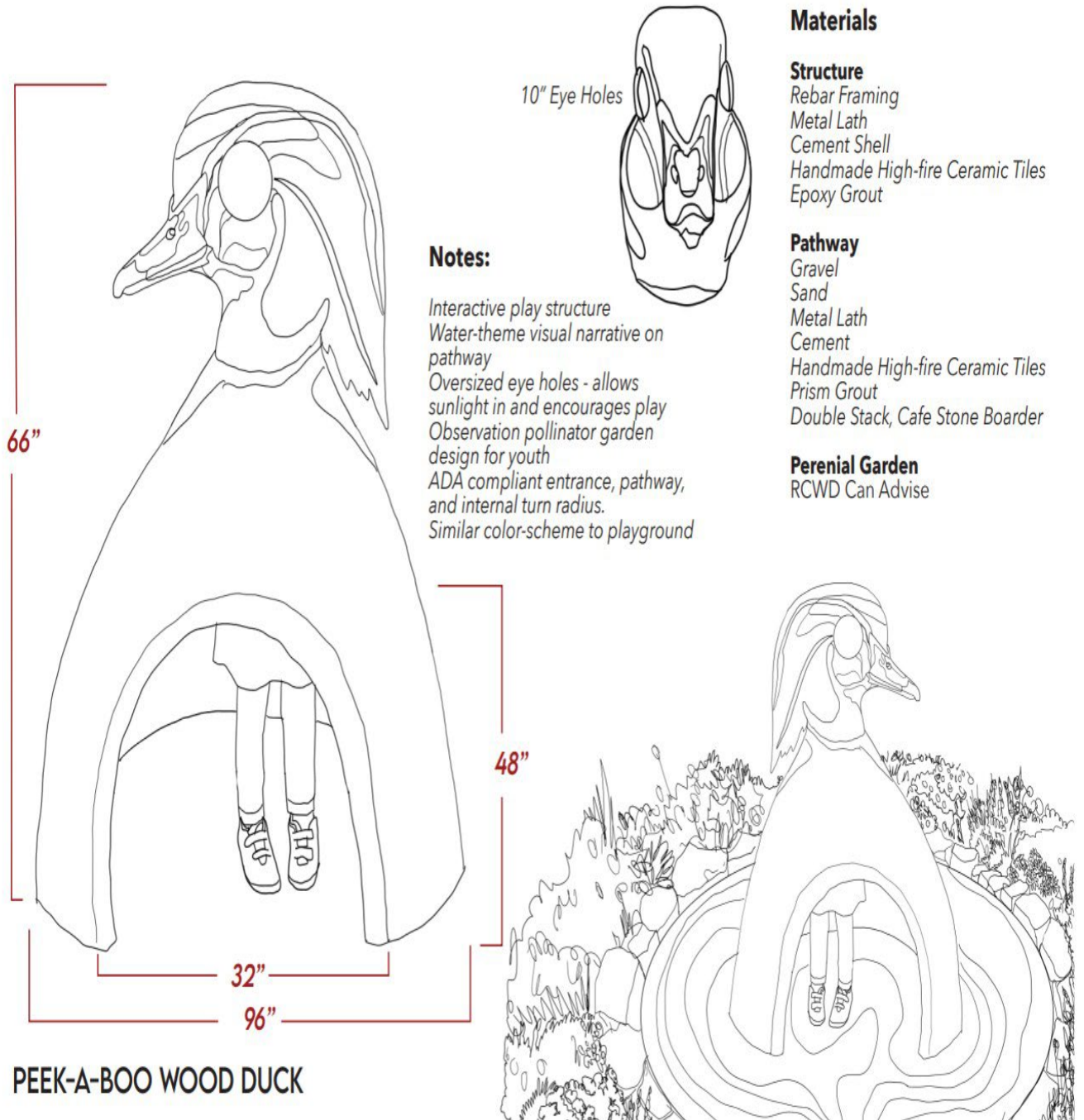


EXHIBIT B

Cost Breakdown

	Materials	Fabrication	Subcontractor	Total
Costs	\$5,663.10	\$17,500.00	\$2,800.00	\$25,963.10
Community Workshop	\$0.00	\$650.00 (ea)	\$0.00	\$650.00

PUBLIC ART AGREEMENT
CITY of NEW BRIGHTON, RICE CREEK WATERSHED DISTRICT, and JESSICA TURTLE

Hansen Park Artwork Installation

This agreement is entered into by the City of New Brighton, a home-rule charter city of the State of Minnesota ("CITY"); the Rice Creek Watershed District, a public body with powers set forth at Minnesota Statutes chapters 103B and 103D ("DISTRICT"); and Jessica Turtle, an individual ("ARTIST"). The purpose of the agreement is to provide for ARTIST's creation of a water-themed Artwork for long-term outdoor display at Hansen Park, a public park owned and maintained by CITY. In consideration of the terms and conditions set forth herein and the mutual exchange of consideration, the sufficiency of which hereby is acknowledged, City, District and Artist agree as follows:

1. Scope of Work

ARTIST has determined and submitted the design, dimensions and materials of the Artwork, subject to review and acceptance by CITY and DISTRICT, as set forth in this Agreement. CITY and DISTRICT have accepted the ARTIST design and budget. ARTIST will create the artwork and will coordinate with CITY on installation. DISTRICT and CITY will coordinate on any outreach and communication related to the artwork.

The more specific terms for selection and creation of the artwork are as follows:

a. ***Site and Concept Review.*** ARTIST, CITY and DISTRICT have approved the site selection at Hansen Park in New Brighton, Minnesota. CITY will supply ARTIST with the specific location of the artwork, and information that bears on ensuring Artwork is compatible with the site with respect to public access and safety, security of Artwork, installation and maintenance, and other relevant considerations. The Artwork must be durable for its outdoor location and its presence in an unsecured public space exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. ARTIST will ensure that maintenance requirements are reasonable in time and expense.

c. ***Creation and Installation.*** ARTIST will construct the Artwork in accordance with the approved design and the Artwork will be ready for installation by December 31, 2026. CITY will prepare the site in accordance with the specifications detailed in the design. ARTIST and CITY will coordinate on the timing of installation, the equipment required for installation, traffic or other site controls during installation, and the installation itself. Before installation, ARTIST will inspect the site to ensure that it is ready to receive the Artwork and compliant with any specifications in the design. If it is not, ARTIST will notify CITY and CITY promptly will take necessary steps to address the concern. ARTIST will supervise and approve the installation. All work, whether performed by ARTIST or CITY, will be performed by qualified professionals and licensed contractors as required by law. CITY will notify DISTRICT of installation plans so that DISTRICT may be present. A party may film, photograph or otherwise document installation and may use such documentation as the party chooses. CITY will install a durable plaque on or near the Artwork containing a credit to the DISTRICT and ARTIST and a copyright notice substantially in the following form: Copyright © [Artist's name, date]. If the plaque is to be placed on the

Artwork or on a structural element on which the Artwork rests, it will be done in consultation with ARTIST.

d. **Acceptance.** Upon installation, CITY and DISTRICT will determine that the Artwork conforms to and has been installed in accordance with the approved design. On the concurrence of CITY and DISTRICT therein, CITY will transmit to ARTIST, in writing, an acceptance of the Artwork.

e. **Maintenance Manual.** ARTIST will provide a maintenance manual with a description of all materials, processes and products utilized in the Artwork and the required care and upkeep involved, as well as recommended procedures for any necessary conservation.

f. **Outreach.** After the Artwork is installed, ARTIST will be available with reasonable advance notice for at least one event by December 31, 2026, related to presenting the Artwork for community outreach purposes. The parties will consult to coordinate such event(s). DISTRICT will compensate ARTIST \$35 to \$75 per hour depending on level of involvement for outreach-related activities. DISTRICT will coordinate with CITY on a community workshop in collaboration with the artwork. The DISTRICT will retain access to artwork and will coordinate with the CITY on workshops, public education, and any future public facing activities related to art as long as the artwork is in place.

2. Payment

On receipt of approved design documents under paragraph 1.c, above, CITY will transmit to ARTIST payment equal to the materials budget stated therein and 20 percent of the remaining budget amount. Within 30 days of CITY acceptance of the Artwork and receipt of the maintenance manual, CITY will transmit to ARTIST the remaining payment as stated in the approved design and DISTRICT will transmit to CITY a payment in the amount of \$8,000 for the artwork and \$1,500 for outreach workshops by December 31, 2026.

3. Warranties

a. **Warranties of Title.** ARTIST represents and warrants:

- (i) the artistic effort of the Artwork is solely that of ARTIST;
- (ii) the Artwork is unique and original and does not infringe on any copyright or the right of another;
- (iii) the Artwork (or duplicate thereof) has not been accepted for sale elsewhere;
- (iv) the Artist has not sold, assigned, transferred, licensed, granted, encumbered or used the Artwork or any element thereof or any copyright related thereto so as to impair any right granted by this Agreement;
- (v) the Artwork is free and clear of any lien;
- (vi) the Artist has the full power to enter into and perform each term of this agreement.

b. *Warranties of Quality.* ARTIST represents and warrants:

- (i) ARTIST will perform all work in accordance with professional “workmanlike” standards and free from defective or inferior materials and workmanship (including any defects consisting of “inherent vice” that cause or accelerate deterioration of the Artwork);
- (ii) the materials that the Artwork contains are not currently known to be harmful to public health and safety in the manner in which they are incorporated into the Artwork;
- (iii) maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance manual that the ARTIST has prepared;
- (iv) the Artwork will maintain its physical integrity and remain materially in its installed condition for three years from the date of CITY acceptance under paragraph 1.e, above, provided that CITY maintains the Artwork in accordance with the maintenance manual.

Pursuant to ARTIST’s warranty of workmanship, ARTIST will design the Artwork and its installation as suitable for outdoor display in the range of expected conditions. ARTIST’s warranty under paragraph 3.b(iv) does not extend to damage to the Artwork resulting from extraordinary weather conditions, treefall, or vandalism.

In the event of a failure of the paragraph 3.b(iv) warranty, CITY will give prompt notice to ARTIST and ARTIST will cure the breach promptly, satisfactorily and consistent with professional conservation standards, at no expense to CITY.

If after three years the Artwork ceases to maintain its physical integrity and remain materially in its installed condition, and CITY wishes to repair or restore the Artwork, CITY will make reasonable efforts to contact ARTIST, and ARTIST will have the right of first refusal to make or supervise repair or restoration for reasonable compensation.

4. Ownership and Intellectual Property Rights

a. *Ownership.* On CITY acceptance of the Artwork under subsection 1.e, above, CITY will take possession and exclusive ownership of the Artwork. ARTIST retains all other rights to the Artwork provided through the Copyright Act of 1976, 17 U.S.C., 101 et. seq. As the Artwork is unique, ARTIST will not make a duplicate of the Artwork, nor will ARTIST grant a third party the right to duplicate the Artwork without the written permission of CITY. For the purpose of this section 4 and of paragraph 3(a), above, a “duplicate” is an object of the same design and dimension as the Artwork, or so nearly the same that a viewer reasonably would confuse the duplicate and the Artwork. A “reproduction” is any two- or three-dimensional rendering of the Artwork that is not a duplicate.

b. *License.* ARTIST grants CITY and DISTRICT, and their successors and assigns, an irrevocable royalty-free, non-exclusive license to make two-dimensional reproductions of the Artwork for use on their websites, and in brochures, media, publicity, catalogs, and similar non-commercial publications. All such reproductions will contain a credit to ARTIST and a copyright notice in substantially the following form: © [Artist’s name, date of publication]. ARTIST will use best

effort in any use of a reproduction to acknowledge CITY in substantially the following form: “An original artwork owned and commissioned by the City of New Brighton, Minnesota.”

c. **Removal.** CITY may remove the Artwork from public display for maintenance or for any other reason and is not obligated to replace the Artwork to the site. The following terms apply to removal:

(i) CITY will attempt to remove the Artwork in a way that does not damage, alter, modify, distort or destroy the Artwork, however ARTIST recognizes removal may have such an effect. ARTIST acknowledges that this provision qualifies under 17 U.S.C. Section 113(d) so as to waive rights under 17 U.S.C. Section 106A.

(ii) If, at the time of removal, it is determined that the Artwork may be removed without damage, alteration, modification, destruction, distortion or other change, CITY will give notice as required by 17 U.S.C. Section 113(d)(2) and (3). On completion of the Artwork, ARTIST agrees to file records, including ARTIST’s identity and address, with the Register of Copyrights as provided under 17 U.S.C. Section 113(d)(3). ARTIST further agrees to update information with the Register of Copyrights so as to permit notification of intent to remove the Artwork.

d. **Alteration of Artwork.** CITY will not intentionally alter, modify, change, destroy or damage the Artwork without permission from ARTIST. CITY will make reasonable efforts to avoid causing such a result through an act of gross negligence, pursuant to the federal Visual Artists’ Rights Act. If CITY fails to maintain the Artwork in accordance with the maintenance manual, ARTIST may disown the Artwork as ARTIST’s creation and, on ARTIST’s request, CITY will remove credits to ARTIST from the Artwork and reproductions thereof until the Artwork is repaired or restored to ARTIST’s satisfaction.

e. **Alteration of Installation Site.** CITY will notify ARTIST of any proposed significant alteration of the immediate site that would affect the intended character and appearance of the Artwork. On ARTIST’s timely request, CITY will consult with ARTIST in planning and executing any such alteration. CITY will make a reasonable effort to maintain the integrity of the Artwork.

f. **Relocation.** CITY will not arbitrarily relocate the Artwork without ARTIST’s written permission. ARTIST will not unreasonably withhold approval of relocation. If ARTIST approves relocation, ARTIST will provide CITY with written handling instructions. If ARTIST is deceased or otherwise unable to give consent, the owner of the Artwork copyright will not unreasonably withhold permission, keeping in mind the intent of ARTIST at the time of commission and fabrication.

g. **Disposal of the Artwork.** Prior to disposing of the Artwork (i.e. selling it or giving it to a third party or throwing it away), CITY will make a reasonable attempt to notify ARTIST of its intentions and will provide ARTIST with 30 days’ notice of its intentions. ARTIST shall have the right of first refusal to take back or repurchase the Artwork from CITY.

Should CITY be selling the Artwork to a third party, ARTIST shall compensate CITY for the amount that CITY was to receive from the third party for the Artwork.

5. **Independent Contractor**

ARTIST is an independent contractor under this agreement. ARTIST will select the means, method and manner of designing and creating the Artwork. Nothing herein contained is intended or is to be construed to constitute ARTIST as the agent, representative or employee of CITY or DISTRICT in any manner.

6. **Duty of Care; Indemnification**

The parties will perform all obligations under this agreement in good faith, with reasonable promptness, and with a shared intent to achieve the purpose of the agreement in collaboration. In applying the standard of reasonable promptness, ARTIST recognizes that decisions of CITY and DISTRICT may be subject to internal procedures.

Each party will perform any acts under this agreement with due care. Each party will hold the other parties, their council or board members and their employees harmless, and indemnify them, as to all third-party claims or actions, and all costs (including reasonable attorney fees), damages and liabilities of any nature attendant thereto, to the extent due to that party's negligent or otherwise wrongful act or omission, or breach of a specific duty under this agreement. The indemnification obligation is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for a party under workers' compensation acts, disability acts or other employee benefit acts.

7. **Covenants Between City and District**

CITY covenants, for the benefit of DISTRICT, that once accepted, the Artwork will be maintained materially in its installed condition and in its installed location for at least three years from the date of acceptance. CITY and DISTRICT covenant that they will cooperate in use of the Artwork for education and outreach efforts conducted together or by one party.

8. **Records Pertaining to Fees or Costs**

ARTIST will provide all records pertaining to fees or costs incurred in connection with the performance of this agreement to CITY. CITY must hold and maintain records for six years from the date of Artwork acceptance. An authorized representative of CITY, DISTRICT or the state auditor may have access to and the right to examine, audit and copy any such records during normal business hours.

9. **No Waiver**

The failure of a party to insist on the strict performance by another party of any provision or obligation under this agreement, or to exercise any option, remedy or right herein, will not waive or relinquish the party's rights in the future to insist on strict performance of any provision, condition or obligation, all of which will remain in full force and affect. The waiver of a party on one or more occasion of any provision or obligation of this agreement will not be construed as a

waiver of any subsequent breach of the same provision or obligation, and the consent or approval by a party to or of any act by another requiring consent or approval will not render unnecessary such party's consent or approval to any subsequent similar act by another party.

Notwithstanding any other term of this agreement, CITY and DISTRICT waive no immunity in tort. This agreement creates no right in a third party and, as to CITY and DISTRICT, waives no immunity, defense or liability limit with respect to any third party.

10. **Allocation of Risk; Insurance**

ARTIST bears the risk of loss of, or damage to, design materials, the Artwork and its constituent materials until installation of the Artwork is completed, except that CITY will be responsible: (a) during such time the partly or wholly completed Artwork is in CITY's custody or control for storage; and (b) for the acts and omissions of CITY's employees and contractors participating in moving or installing the Artwork. Before CITY takes custody of the Artwork and before installation begins, CITY and ARTIST will concur in a written description of custody arrangements, and of installation steps and specifications, and the role of each party in these. The description will seek for roles to be distinct so that in the event of damage, responsibility is clear.

At all times until the Artwork is accepted, ARTIST will have and keep in force the following insurance coverages:

- A. General liability: \$1.5 million, each occurrence and aggregate, covering ARTIST's ongoing and completed operations on an occurrence basis.
- B. Automobile liability: \$1.5 million combined single limit each occurrence coverage for bodily injury and property damage covering all vehicles on an occurrence basis.
- C. Workers' compensation: in accordance with legal requirements applicable to ARTIST. ARTIST may fulfill this requirement by advising CITY and DISTRICT in writing that ARTIST is performing as an individual under this agreement and has no employees.

An umbrella or excess policy may be used for a general or automobile liability limit above \$1 million. ARTIST will not commence work until it has filed with CITY a certificate of insurance evidencing the required coverages and naming CITY and DISTRICT as additional insureds for general liability and, if applicable, umbrella or excess liability, along with a copy of the additional insured endorsement establishing coverage for ARTIST's ongoing and completed operations as primary coverage on a noncontributory basis. The certificate will name CITY as a holder and will state that CITY will receive written notice before cancellation, nonrenewal or a change in the limit of any described policy under the same terms as ARTIST.

11. **Notices**

Any written communication required under this agreement to be provided in writing will be directed to the party representative as follows:

To CITY:

Jennifer Fink
Director of Parks and Recreation
City of New Brighton
400 10th Street NW New Brighton, MN 55112
jennifer.fink@newbrightonmn.gov

To DISTRICT:

Kendra Sommerfeld, Communications and Outreach Manager
Rice Creek Watershed District
4325 Pheasant Ridge Drive NE
Blaine, MN 55449
ksommerfeld@ricecreek.org

To ARTIST:

Jessica Turtle, Public Artist
Treehaus Studio
2878 50th Avenue
Osceola, WI 54020
jessica@treehausstudio.art

Each of the above individuals may in writing designate another individual to receive communications under this agreement.

Where this agreement specifies that CITY or DISTRICT will make a written determination, the determination of the CITY or DISTRICT representative named above is made with authority delegated by the represented entity.

12. **Termination**

Except as specified in paragraphs 1.b and 1.c, CITY or DISTRICT may terminate this agreement only for a material breach by ARTIST. ARTIST may terminate this agreement only for a material breach by CITY or DISTRICT. The terminating party will provide written notice specifying the basis for termination, and allow at least 30 days for cure. At the request of a party, the parties will meet during the cure period to review the basis for termination and consider resolution.

If the agreement is terminated due to ARTIST's failure to perform pursuant to the terms of this agreement, ARTIST will reimburse CITY for payment made under section 2, above. If the agreement is terminated due to failure of CITY or DISTRICT pursuant to the terms of this agreement, ARTIST's remedy is limited to payment for work performed and costs incurred, and does not include compensation for lost opportunity or publicity.

Absent termination for material breach, the agreement will terminate six months after payment has been made under section 2, above.

Duties of care; obligations to hold harmless and indemnify; warranty terms; terms governing ownership and intellectual property; and document-retention requirements will survive termination of the agreement.

13. **Choice of Law; Venue**

This agreement will be construed under and governed by the laws of the State of Minnesota. Venue for any action will lie in Ramsey County.

14. **Whole Agreement**

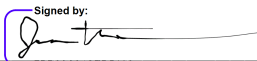
The entire agreement between the parties is contained herein and this agreement supersedes all oral agreements and negotiations relating to the subject matter hereof. Any modification of this agreement is valid only when reduced to writing as an amendment to the agreement and signed by the parties hereto.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto execute and deliver this agreement.

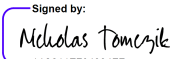
CITY OF NEW BRIGHTON

By _____ Date: _____
Its _____

TREEHAUS STUDIO

Signed by: 
By _____ Date: 10/20/2025
7BD98CB4CED594A3...
Its Public Artist _____

RICE CREEK WATERSHED DISTRICT

Signed by: 
By _____ Date: 10/20/2025
14C244E704924FF...
Its Administrator _____

Agenda Section:	Consent Agenda
Report Date:	10/21/2025
Meeting Date:	October 28, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Resolution Appointing Individuals to Commissions

Action Requested:

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

Form of Action:

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

Votes Needed:

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

Summary Statement:

The City Council is asked to consider appointments to fill remaining vacancies on several advisory commissions. Following the fall recruitment and interview process, candidates have been identified for the open seats. Approval of the resolution will bring each commission closer to full membership.

Recommendations:

Approve the Resolution Appointing Individuals to City Commissions

Applicable Deadlines:

NA

Community Impact:	Appointing members of the community to serve on volunteer advisory commissions fosters civic engagement and ensures that local decision-making is informed by a wide range of perspectives and experiences. These commissions create a direct line between residents and the City Council, empowering community members to actively participate in shaping policies and programs that impact their neighborhoods and quality of life. In doing so, they strengthen the connection between the City and its residents, contributing to a more inclusive and responsive local government.
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Legislative History:	• During the City's Spring 2025 Commission Appointment Process, the following commissioner terms were left unfilled: ○ Economic Development Commission (EDC) - one adult and one student; ○ Planning Commission - one student; ○ Parks, Recreation and Environmental Commission (PREC) - one student; ○ Public Safety Commission - one adult. • Over the summer, an commission resigned due to a conflict and another commissioner became disqualified to serve after a move out of the City - leaving two additional adult openings on the EDC. • The City advertised vacancies and accepted commission applications for 5 weeks in September and October receiving a total of 13 applications. • The City Council reviewed applications and conducted interviews during their October 14, 2025 work session. • Staff prepared a resolution appointing the individuals named on the resolution to fill vacant terms in accordance with the City
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	Council's directives from their October 14, 2025 discussion.
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Strategic Priority:	Financial Sustainability	Staff Capabilities
	Economic Development	<u>Community Engagement & Belonging</u>
	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:	1. Appointing Commisisoners to fill a vacant terms
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RESOLUTION NO. _____
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION APPOINTING INDIVIDUALS TO ADVISORY COMMISSIONS

WHEREAS, the City of New Brighton has the 3 adult and 1 student vacancies on Economic Development Commission, 1 student vacancy on the Planning Commission, 1 student vacancy on the Parks, Recreation, and Environmental Commission, and 1 adult vacancy on the Public Safety Commission; and

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

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton that the following individuals be appointed to the following terms that begin effective immediately:

- Economic Development Commission
 - Kristin Johnson – term ending 3/31/2028
 - Mark Lindley – term ending 3/31/2027
 - Jiewen Zheng - term ending 3/31/2026
- Parks, Recreation, and Environmental Commission
 - Irie Haig - term ending 3/31/2026
- Planning Commission
 - Hailey McCain - term ending 3/31/2026

ADOPTED this 28 day of October 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:	10/21/2025
Meeting Date:	October 28, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consideration of Bids and Award of Contract for City Project 25-2B, 2025 Mill and Overlay

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 following five bids were received and opened by staff at 10:00 a.m. on October 21, 2025:

North Valley, Inc. \$675,692.89
 Park Construction Company \$708,738.28
 Northwest Asphalt, Inc. \$739,220.20
 C.S. McCrossan \$754,964.40
 Bituminous Roadways, Inc. \$782,762.10

A bid tabulation has been completed by the Department of Community

	Assets and Development and all bid totals were verified. The low bid of \$675,692.89 submitted by North Valley, Inc. is two percent below the engineer's estimate of \$691,367. The low bidder, North Valley, Inc., has completed work in the City in the past and is capable of performing work of this kind and magnitude. If awarded, the contract requires project completion by June 1, 2026. This project consists of the mill and overlay of a combination of Municipal State Aid (MSA) routes and local city streets. Construction costs for MSA street segments will be funded with MSA construction and maintenance funds (\$553,819.97). Construction costs associated with the local street segments (\$121,872.92) will be funded with Street Fund 422.
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Recommendations:	To accept all bids and award a contract for City Project 25-2B, 2025 Mill and Overlay to the lowest responsible bidder, North Valley Inc., in the amount of \$675,692.89.
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Applicable Deadlines:	N/A
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Community Impact:	Providing cost-effective, high-quality streets.
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Legislative History:	August 12, 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: \$675,692.89

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

Attachments:	1.	CP25-2B Form of Agreement
	2.	25-2B Bid Tabulation

City of New Brighton
Project 25-2B, 2025 Mill and Overlay
S.A.P. 147-103-014, 147-106-002, 147-107-005, 147-108-006

FORM OF AGREEMENT

THIS AGREEMENT made and signed this _____ day of _____, 2025, by and between City of New Brighton hereinafter called the "Municipality," and **North Valley, Inc.** hereinafter called the "Contractor."

THIS AGREEMENT WITNESSETH, that the Municipality and the Contractor, for the consideration hereinafter stated, agreed as follows:

ARTICLE I. The Contractor hereby covenants and agrees to perform and execute all the provisions of the plans and specifications for **Project 25-2B, 2025 Mill and Overlay** as prepared by the City Engineer, and indicated below under Article IV.

ARTICLE II. The Contractor agrees that the work contemplated by this contract shall be fully and satisfactorily complete on or before June 1, 2026.

ARTICLE III. The Municipality agrees to pay and the Contractor agrees to receive and accept payment in accordance with the priced bid for the unit or lump sum items set forth in the conformed copy of the Proposal Form hereto attached, which prices shall conform to those in the accepted Contractor's proposal on file in the office of the City Clerk of the City of New Brighton the aggregate of which prices, based on the approximate schedule of quantities, is estimated to be **\$675,692.89.**

Monthly and final payment shall be made as provided in the General Conditions.

ARTICLE IV. The Contract Documents shall consist of the following component parts:

1. The proposal form attached hereto
2. General Requirements and Conditions of the Specifications
3. Special Provisions
4. Specifications
5. Plan Sheets
6. Contract Bond
7. This Agreement:

This Agreement, together with the Documents hereinabove mentioned, form the contract, and all Documents are as fully a part of the contract as if attached hereto or herein repeated.

City of New Brighton

Municipality

By _____
Kari Niedfeldt-Thomas - Mayor

By _____
Devin Massopust - City Manager

Contractor

Contractor

By _____
Signature

By _____
Title

(SEAL)

In the Presence of:

BID TABULATION																			
CITY PROJECT 25-2B, 2025 MILL AND OVERLAY																			
S.A.P. 147-106-002, 147-107-005, 147-108-006, 147-103-014																			
PROJECT LOCATION: CITY OF NEW BRIGHTON, MN					BID OPENING OCTOBER 21, 2025 10:00AM					1		2		3		4		5	
NO.	ITEM NUMBER	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEERS ESTIMATE		NORTH VALLEY, INC.		PARK CONSTRUCTION COMPANY		NORTHWEST ASPHALT, INC.		C.S. MCCROSSAN		BITUMINOUS ROADWAYS, INC.				
					UNIT PRICE	ESTIMATED COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST			
1	2021.501	MOBILIZATION	LUMP SUM	1	\$25,000.00	\$25,000.00	\$15,613.98	\$15,613.98	\$41,100.00	\$41,100.00	\$32,390.00	\$32,390.00	\$37,300.00	\$37,300.00	\$34,000.00	\$34,000.00			
3	2104.502	SALVAGE SIGN	EACH	1	\$150.00	\$150.00	\$53.65	\$53.65	\$51.10	\$51.10	\$215.00	\$215.00	\$54.90	\$54.90	\$50.00	\$50.00			
4	2104.503	REMOVE CURB AND GUTTER	LIN FT	530	\$10.00	\$5,300.00	\$9.12	\$4,833.60	\$11.90	\$6,307.00	\$26.50	\$14,045.00	\$4.95	\$2,623.50	\$16.00	\$8,480.00			
5	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	175	\$8.00	\$1,400.00	\$5.37	\$939.75	\$2.00	\$350.00	\$4.00	\$700.00	\$2.10	\$367.50	\$2.00	\$350.00			
6	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	91	\$20.00	\$1,820.00	\$6.98	\$635.18	\$12.90	\$1,173.90	\$16.00	\$1,456.00	\$7.45	\$677.95	\$25.00	\$2,275.00			
7	2104.518	REMOVE CONCRETE WALK	SQ YD	193	\$18.00	\$3,474.00	\$11.70	\$2,258.10	\$12.70	\$2,451.10	\$15.10	\$2,914.30	\$15.60	\$3,010.80	\$25.00	\$4,825.00			
8	2104.618	REMOVE BRICK PAVERS	SQ FT	1,000	\$2.00	\$2,000.00	\$2.41	\$2,410.00	\$1.30	\$1,300.00	\$2.00	\$2,000.00	\$1.35	\$1,350.00	\$5.00	\$5,000.00			
9	2104.618	SALVAGE BRICK PAVERS	SQ FT	300	\$2.50	\$750.00	\$2.41	\$723.00	\$4.20	\$1,260.00	\$6.00	\$1,800.00	\$2.60	\$780.00	\$10.00	\$3,000.00			
11	2123.610	STREET SWEEPER WITH PICKUP BROOM	HOUR	22	\$175.00	\$3,850.00	\$91.22	\$2,006.84	\$189.00	\$4,158.00	\$195.00	\$4,290.00	\$189.00	\$4,158.00	\$200.00	\$4,400.00			
13	2211.509	AGGREGATE BASE CLASS 5	TON	58	\$65.00	\$3,770.00	\$26.83	\$1,556.14	\$70.90	\$4,112.20	\$28.30	\$1,641.40	\$97.40	\$5,649.20	\$75.00	\$4,350.00			
15	2231.509	BITUMINOUS PATCHING MIXTURE	TON	22	\$200.00	\$4,400.00	\$191.38	\$4,210.36	\$264.00	\$5,808.00	\$198.50	\$4,367.00	\$247.00	\$5,434.00	\$250.00	\$5,500.00			
17	2232.504	MILL BITUMINOUS SURFACE (1.5")	SQ YD	45,499	\$1.25	\$56,873.75	\$1.35	\$61,423.65	\$1.27	\$57,783.73	\$0.97	\$44,134.03	\$1.40	\$63,698.60	\$3.25	\$147,871.75			
19	2301.504	CONCRETE PAVEMENT 8.0"	SQ YD	106	\$80.00	\$8,480.00	\$80.48	\$8,530.88	\$138.00	\$14,628.00	\$122.70	\$13,006.20	\$128.00	\$13,568.00	\$105.00	\$11,130.00			
20	2301.602	DRILL & GROUT REINFORCEMENT BAR (EPOXY COATED)	EACH	168	\$20.00	\$3,360.00	\$17.17	\$2,884.56	\$10.20	\$1,713.60	\$11.00	\$1,848.00	\$13.20	\$2,217.60	\$10.50	\$1,764.00			
22	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	2,276	\$5.00	\$11,380.00	\$4.13	\$9,399.88	\$3.65	\$8,307.40	\$4.55	\$10,355.80	\$4.00	\$9,104.00	\$1.00	\$2,276.00			
24	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3;C) - SPWEB340C	TON	4,319	\$92.00	\$397,348.00	\$98.61	\$425,896.59	\$96.00	\$414,624.00	\$100.80	\$435,355.20	\$104.00	\$449,176.00	\$88.50	\$382,231.50			
26	2502.601	IRRIGATION SYSTEM PROVISION	LUMP SUM	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00			
28	2504.602	ADJUST GATE VALVE	EACH	24	\$300.00	\$7,200.00	\$305.84	\$7,340.16	\$466.00	\$11,184.00	\$515.00	\$12,360.00	\$521.00	\$12,504.00	\$550.00	\$13,200.00			
30	2521.518	4" CONCRETE WALK	SQ FT	400	\$10.00	\$4,000.00	\$7.62	\$3,048.00	\$8.20	\$3,280.00	\$10.50	\$4,200.00	\$11.40	\$4,560.00	\$9.25	\$3,700.00			
31	2521.618	CONCRETE WALK	SQ FT	920	\$15.00	\$13,800.00	\$9.12	\$8,390.40	\$10.20	\$9,384.00	\$15.20	\$13,984.00	\$16.90	\$15,548.00	\$19.00	\$17,480.00			
32	2521.618	6" CONCRETE WALK SPECIAL	SQ FT	1,000	\$25.00	\$25,000.00	\$13.95	\$13,950.00	\$15.30	\$15,300.00	\$17.00	\$17,000.00	\$17.80	\$17,800.00	\$14.50	\$14,500.00			
34	2531.603	CONCRETE CURB AND GUTTER (SPOT REPAIR)	LIN FT	535	\$45.00	\$24,075.00	\$48.29	\$25,835.15	\$44.60	\$23,861.00	\$38.60	\$20,651.00	\$40.30	\$21,560.50	\$45.00	\$24,075.00			
35	2531.618	TRUNCATED DOMES	SQ FT	88	\$65.00	\$5,720.00	\$53.66	\$4,722.08	\$92.00	\$8,096.00	\$80.00	\$7,040.00	\$58.10	\$5,112.80	\$65.00	\$5,720.00			
37	2540.618	INSTALL SALVAGED BRICK PAVERS	SQ FT	300	\$18.00	\$5,400.00	\$6.44	\$1,932.00	\$17.20	\$5,160.00	\$23.10	\$6,930.00	\$21.60	\$6,480.00	\$20.00	\$6,000.00			
39	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$15,000.00	\$15,000.00	\$3,863.25	\$3,863.25	\$3,680.00	\$3,680.00	\$16,800.00	\$16,800.00	\$3,950.00	\$3,950.00	\$17,500.00	\$17,500.00			
40	2563.601	ALTERNATE PEDESTRIAN ROUTE	LUMP SUM	1	\$3,000.00	\$3,000.00	\$1,287.75	\$1,287.75	\$1,230.00	\$1,230.00	\$3,200.00	\$3,200.00	\$1,320.00	\$1,320.00	\$2,500.00	\$2,500.00			
42	2564.602	INSTALL SIGN	EACH	1	\$350.00	\$350.00	\$670.70	\$670.70	\$639.00	\$639.00	\$325.00	\$325.00	\$686.00	\$686.00	\$625.00	\$625.00			
44	2573.502	STORM DRAIN INLET PROTECTION	EACH	40	\$200.00	\$8,000.00	\$91.22	\$3,648.80	\$146.00	\$5,840.00	\$170.00	\$6,800.00	\$168.00	\$6,720.00	\$200.00	\$8,000.00			
46	2574.507	COMMON TOPSOIL BORROW	CU YD	25	\$75.00	\$1,875.00	\$47.59	\$1,189.75	\$85.00	\$2,125.00	\$102.00	\$2,550.00	\$86.70	\$2,167.50	\$100.00	\$2,500.00			
48	2575.504	SODDING TYPE LAWN	SQ YD	220	\$10.00	\$2,200.00	\$26.83	\$5,902.60	\$26.40	\$5,808.00	\$34.00	\$7,480.00	\$27.00	\$5,940.00	\$25.00	\$5,500.00			
50	2582.503	4" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	10,821	\$1.25	\$13,526.25	\$1.11	\$12,011.31	\$1.20	\$12,985.20	\$1.23	\$13,309.83	\$1.30	\$14,067.30	\$0.95	\$10,279.95			
51	2582.503	4" DBLE SOLID LINE MULTI COMP GR IN (WR)	LIN FT	6,651	\$2.50	\$16,627.50	\$2.22	\$14,765.22	\$2.35	\$15,629.85	\$2.44	\$16,228.44	\$2.55	\$16,960.05	\$1.90	\$12,636.90			
52	2582.503	24" SOLID LINE PREF THERMO GR IN	LIN FT	274	\$15.00	\$4,110.00	\$22.22	\$6,088.28	\$20.50	\$5,617.00	\$21.00	\$5,754.00	\$21.90	\$6,000.60	\$19.00	\$5,206.00			
53	2582.518	CROSSWALK PREF THERMO GR IN	SQ FT	144	\$12.00	\$1,728.00	\$16.37	\$2,357.28	\$14.30	\$2,059.20	\$15.00	\$2,160.00	\$15.40	\$2,217.60	\$14.00	\$2,016.00			
54	2582.518	PAVT MSSG PREF THERMO GR IN	SQ FT	360	\$15.00	\$5,400.00	\$28.65	\$10,314.00	\$18.70	\$6,732.00	\$19.25	\$6,930.00	\$20.00	\$7,200.00	\$24.50	\$8,820.00			
TOTAL CONSTRUCTION COST					\$691,367.50		\$675,692.89		\$708,738.28		\$739,220.20		\$754,964.40		\$782,762.10				
DENOTES ERROR ON BID ITEM																			



Agenda Section:	Consent Agenda
Report Date:	10/22/2025
Meeting Date:	October 28, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Professional Services Agreement with Kimley Horn for City Project 26-1, 2026 Street Rehabilitation Design Services

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:

Kimley Horn has provided an estimate and scope of work for preliminary and final design services for City Project 26-1, 2026 Street Rehabilitation. The project scope includes:

- Rehabilitation of 2.25 miles of streets (7th Street NW, 19th Avenue NW, 6th Street NW, 20th Avenue NW, Forest Dale Road, and Innsbruck Drive)
- Installation of multi-use trails along 7th Street NW and Innsbruck Drive
- Living Streets implementation (street width narrowing and

	enhanced pedestrian crossings on 7th Street NW and Innsbruck Drive) • Replacement of 3,500 feet of watermain and 60 water services • Signal system modifications at Silver Lake Road • Storm sewer improvements • Pond dredging/outlet modifications The proposed project will be funded with a combination of City of New Brighton general taxes, special assessments, water improvement funds, sanitary sewer improvement funds, storm sewer improvement funds, and MSA funds where allowed. Design service fees for MSA street segments (\$364,150) are eligible for state aid reimbursement.
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Recommendations:	Authorize the Director of Community Assets and Development to enter into a Professional Services Agreement with Kimley Horn for design services.
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Applicable Deadlines:	None
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Community Impact:	Improving safety, connectivity, and infrastructure reliability through street rehabilitation.
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Legislative History:	None
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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: \$428,880
	Financing Sources:	Budgeted X	Budget Modification

	New Revenue	Use of Reserves	Other

Attachments:	1.	2026 Street Rehab - Professional Service Agreement

October 22, 2025

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

Re: Professional Services Agreement for Preliminary Design Services and Final Design Services
2026 Street Rehab

Dear Mr. Schlichting:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this Professional Services Agreement to the City of New Brighton ("Client") for preliminary and final design services for the 2026 Street Rehab project. Our project understanding, scope of services, schedule, and estimated fee are provided below.

Project Understanding

We understand that the City is looking to perform a partial reconstruction in 2026 of multiple streets that are identified in the City's CIP. The City has requested that Kimley Horn provides scope and fee for the Base Project Area improvements and a separate scope and fee for the Additional Project Area improvements. The locations and proposed improvements are described below:

Base Project Area:

- 7th Street from Silver Lake Road to 8th Ave (1 mile)
 - o Typical section modification to remove the parking lane on the south side of the roadway, reconstruction of the south curb line, and construction of a shared use trail.
 - o Full depth reclamation of the pavement
 - o Partial storm sewer modifications to accommodate the new curb line
 - o Minor public utility improvements for structures and castings that are in poor condition
 - o Minor signal system modifications to accommodate the shared use trail connection.
 - o RRFB installation at Hansen Park
- Innsbruck Drive from Silver Lake Road to the City boundary, approximately 300 feet west of 29th Ave (0.5 mile)
 - o Typical section modification to remove the parking lane on the south side of the roadway, reconstruction of the south curb line due to the trail, reconstruction of the north curb line due to the watermain, and construction of a shared use trail
 - o Full depth reclamation of the pavement
 - o Partial storm sewer modifications to accommodate the new curb line
 - o Minor public utility improvements for structures and castings that are in poor condition
 - o Watermain replacement of approximately 75% of the watermain
 - o Minor signal system modifications to accommodate the shared use trail connection
 - o RRFB installation at Innsbruck Park
 - o Evaluation to replace drainage outlet at pond near Innsbruck Park

Additional Project Area:

- 20th Ave from 7th Street to 6th Street (0.15 mile)
 - o Watermain replacement of all the watermain
 - o Full depth reclamation of the pavement
 - o Replacement of both curb lines due to the watermain reconstruction
- 19th Ave from 7th Street to 6th Street (0.15 mile)
 - o Watermain replacement of all the watermain
 - o Full depth reclamation of the pavement
 - o Replacement of both curb lines due to the watermain reconstruction
 - o Construction of a sidewalk on the east side of the roadway
- 6th Street from 20th Ave to 19th Ave (0.05 mile)
 - o Watermain replacement of all the watermain
 - o Full depth reclamation of the pavement
 - o Replacement of both curb lines due to the watermain reconstruction
- Forest Dale Road from Silver Lake Road to approximately 250 feet north of Torchwood Drive (0.60 mile)
 - o Full depth reclamation of the pavement

We understand that State Aid funds will be used for the improvements in the Base Project Area with local funds to be used for the Additional Project Area.

Scope of Services

Based on our understanding of the City's desired outcomes, Kimley-Horn proposes to complete the services specifically set forth below.

Task 1 – Project Management1.1 – General Project Management

Kimley-Horn will provide overall project management and utilize internal project management tools to monitor budget, staff roles, and responsibilities of all team members throughout the project. General project management will include monthly progress reports, invoicing, contract amendment requests (if necessary), cost and schedule updates, billing preparation, other non-technical work, communication with the necessary project personnel and all other work to ensure all the project tasks are completed on time, within budget and in accordance with state and federal laws, rules, and regulations. Invoices will be submitted on a monthly basis. The progress report will show the progress for the month and the progress to date for each task.

1.2 – Quality Assurance and Quality Control Functions (QA/QC)

Kimley-Horn will prepare QA/QC functions throughout the project duration to ensure delivery of a quality product in a timely manner. Detailed QA/QC reviews will be performed prior to each major submittal.

Task 2 – Coordination Meetings and Public Engagement2.1 – Project Management Team (PMT) Meetings

Kimley-Horn will prepare for and conduct up to six (6) project management team (PMT) meetings with City and/or partner agency staff. We have assumed the meetings will be held

approximately every month during the preliminary and final design process. We will prepare meeting agendas, materials, and follow-up action items for each meeting to be provided to attendees.

2.2 – Agency Coordination Meetings

Kimley-Horn will prepare for and conduct up to five (5) agency coordination meetings. We have assumed the meetings could be with several agencies including but not limited to Metro Transit, Rice Creek Watershed District, Ramsey County, Highview Middle School, and MnDOT State Aid. We will prepare meeting agendas, materials, and follow-up action items for each meeting to be provided to attendees.

2.3 – Private Utility Coordination

We will utilize topographic survey and maps provided through a Gopher State One Call to understand the potential private utility conflicts with the project. We will conduct and lead up to two (2) meetings with private utility companies during the design phase to coordinate the proposed improvements and required relocations.

2.4 – Open House

Kimley-Horn will attend up to one (1) public open house for the proposed improvements. We have assumed that up to three (3) Kimley-Horn staff members will attend the open house. We have assumed City staff would be responsible for any mailings, residential notifications, project website updates, and reserving a meeting location. Kimley-Horn will prepare up to five (5) layouts/exhibits as necessary for presenting at the meeting.

2.5 – Project Mailers

Kimley-Horn will provide up to two (2) mailing letters for the proposed project improvements. Mailing letters will summarize project improvements and inform residents about the upcoming construction work. Kimley-Horn will prepare one (1) project exhibit to be included in each of the mailing letters. We have assumed that the City would be responsible for printing, compiling, and mailing the letters to the residents.

2.6 – Project Website

Kimley-Horn will provide preliminary layouts and project materials to be uploaded on the City's website. We assumed this would happen at the conclusion of preliminary design and ahead of construction. We have assumed that the City would be responsible for managing the web page and uploading documents.

Task 3 – Data Collection

3.1 – Geotechnical Borings and Report

Kimley-Horn will hire a sub-consultant, American Engineering Testing (AET), to perform geotechnical exploration and provide geotechnical recommendations for the Base Project Area and the Additional Project Area. We understand that the City is looking to perform a full depth reclamation (FDR) of the Base Project Area and the Additional Project Area unless full depth pavement replacement is required due to utility improvements.

We will perform a GPR survey in both directions for each roadway segment, for a total of approximately 3.0 lane-miles in the Base Project Area and 1.6 lane-miles in the Additional Project Area. The data will be collected at a rate of 4 scans per foot, for measurements at

depths of up to 18 inches. The GPR data collection system is linked to GPS coordinates. The GPR data will be correlated with the physical pavement and aggregate base thickness measurements obtained from the cores and borings. Using the obtained data, we will provide summary statistics and plots/maps of bituminous and aggregate base thicknesses, where visible. As part of the GPR survey, we will record a video to capture the pavement surface along each roadway. This video will be reviewed by a pavement engineer to help understand the existing pavement surface conditions along each roadway segment.

We will perform nine (9) pavement cores and five (5) standard penetration test borings. We have assumed that pavement cores would extend to a depth of 4 feet, including 3 locations along 7th Street, 2 locations along Innsbruck Drive, 2 locations along Forest Dale Road and 2 locations along 6th/19th/20th. We have assumed that standard penetration test borings would extend to a depth of 14.5 feet for the planned watermain replacement locations, including 3 borings along Innsbruck Drive, and 2 borings along 6th/19th/20th. We have assumed that no borings will be needed for stormwater treatment/BMPs and that there would be no fees associated with the necessary right of way permits from the City.

We will perform laboratory testing of the pavement cores and borings. All information from the field exploration and laboratory testing will be documented in a geotechnical report. The report will provide recommendations for preparing utility subgrades, pavement section design, and recommended rehabilitation methods.

3.2 – Topographic Survey and Compile Existing Background Information

We understand that the City has hired EG Rud, to provide topographical survey for the project area. We will coordinate with EG Rud and review the survey data for missing locations. We have assumed that if any additional survey data is needed, the City would provide that data via EG Rud. We will compile existing GIS mapping information and topographic survey to generate a base map for the purposes of the preliminary layout and final design. We have assumed that the base map will include information readily available from Ramsey County and the City of New Brighton.

Task 4 – Traffic

4.1 – RRFB Justification Letters

Enhanced pedestrian crossings are anticipated to be included adjacent to Innsbruck Park and Hansen Park. These locations will include an RRFB and will require an RRFB Justification Letter for State Aid approval. Kimley-Horn will complete a RRFB justification letter for each location in accordance with State Aid requirements and coordinate review and approval of the letter through State Aid.

4.2 – Highview Middle School Pick Up and Drop Off Observation

Kimley-Horn will observe the traffic patterns along 7th Street adjacent to Highview Middle School for one morning student drop off and one afternoon student pick up. We will observe and document traffic patterns, delays, and congestion. Information acquired will help us understand the need for on-street parking along 7th Street.

Task 5 – Preliminary Design

5.1 – Typical Section Evaluation

Kimley-Horn will prepare existing and proposed typical sections for the Base Project Area (7th Street and Innsbruck Drive) to evaluate alternatives to best incorporate a multi-use trail within the existing right of way. We have assumed that up to three (3) typical section alternatives would be prepared for each roadway.

5.2 – Prepare Preliminary Layout

Kimley-Horn will prepare a preliminary layout for the Base Project Area (7th Street and Innsbruck Drive). We have assumed that the preliminary layout will identify the following improvements within existing right-of-way or property owned by the City.

- Roadway geometry including signalized intersections, travel lanes, turn lanes, shoulders, curb lines, and sidewalks/trails
- Roadway typical sections
- Preliminary right-of-way acquisition needs
- Existing and proposed storm sewer network
- Watermain improvements

We have assumed that one (1) round of review and comment by the City on the preliminary layout will occur prior to completing the finalized preliminary layout. We will document comments provided and design decisions as part of the final preliminary layout.

5.3 – Prepare Engineer's Opinion of Probable Cost (OPC)

Kimley-Horn will prepare an OPC for the Base Project Area (7th Street and Innsbruck Drive) for the improvements identified in the preliminary layout. The OPC will be provided to the City, for discussion, budgeting, and incorporation into a feasibility report. The OPC will break out costs based on City identified funding sources.

5.4 – Right of Way Identification

Kimley-Horn will identify locations where additional Right of Way and/or easements will be required to construct the proposed improvements. Locations will be based on the design shown in the preliminary layout. We will update the preliminary layout with proposed right-of-way and/or easements, for review by City staff. We have assumed that any additional effort necessary to coordinate or acquire the needed right-of-way/easements will be handled by the City or through a separate Contract or amendment. We have assumed that the City would meet with any property owner that wants to discuss the improvements/impacts to private property.

Task 6 – Stormwater Management Design and Watershed Coordination

6.1 – Spread Analysis, Drainage Report, and RCWD Permit

Kimley-Horn understands that the project will require adjustment to the existing curb line on one side of the roadway in The Base Project Area and have assumed no adjustments to curb lines in the Additional Project Area. We understand the City desires to keep the existing storm sewer trunk main in place. In the Base Project Area, new catch basins and leads will

be constructed at the proposed curb lines and at additional locations to meet State Aid spread requirements. Kimley-Horn will prepare a MnDOT drainage report that summarizes the requirements and results of the drainage analysis for the new catch basins and leads. We have assumed the analysis and modeling of the existing trunk storm sewer capacity is not included. We have assumed that existing drainage patterns and outfalls from the project corridor will be maintained. We have assumed that spread will not be analyzed in the Additional Project Area.

We have assumed that the scope of the project improvements will not trigger Rice Creek Watershed District's (RCWD) rule for requiring stormwater BMPs. It is assumed that all reconstructed areas for utility replacements are exempt, and proposed trail/sidewalk improvements will be exempt based on width and boulevard dimensions. Kimley Horn will coordinate with RCWD to obtain necessary permits for the project. Kimley Horn will prepare a Stormwater Pollution Prevention Plan (SWPPP) and apply for the MnDOT Construction Stormwater NPDES permit. NPDES permit fees to be paid by the awarded contractor.

6.2 – Innsbruck Park Pond Outlet Structure Modification

Kimley Horn understands the City desires to replace the outlet control structure for the existing stormwater pond in the northeast corner of Innsbruck Park. Kimley-Horn will provide up to three reasonable design alternatives for the outlet control structure. The feasibility of the improvements will take into consideration constructability, impacts and restoration needs, site access, permitting, cost, ease and frequency of maintenance and effectiveness for the project goals. Kimley-Horn will review the design alternatives with the City and provide recommendations on proposed improvements to be carried out in final design. Kimley-Horn will summarize the findings of each alternative and recommendations in a memorandum to be provided to the City. Review of available RCWD data indicates the pond is not a public water and is not within a floodplain and that the pond is a delineated wetland.

It is assumed that the City will complete site survey work necessary for design and the City will provide parcel boundaries and location of public utilities (storm, sewer, water). Kimley-Horn will review existing data such as National Wetland Inventory (updated by Minnesota Department of Natural Resources, 2021), Hennepin County Soil Survey, LiDAR generated contours, and recent aerial photographs (via NearMap) and generate an estimated wetland boundary covering the project area. Kimley-Horn will complete a technical memorandum to document the estimated wetland boundary for use in permitting applications and plans. This task assumes no Level 2 (field) delineation will be required. Any wetland permitting requirements would relate to modifications or temporary construction activity at the existing outlet control structure. Due to the nature of the improvements, it is assumed that a no-loss determination would be made under the WCA, requiring no wetland replacement, and that no mitigation will be required from the USACE under Section 404 of the CWA. If needed, Kimley-Horn will prepare one joint application for the Wetland Conservation Act (WCA) and Section 404 of the Clean Water Act (CWA).

We assume the City will provide record drawings of the existing structure, and a Hydrologic & Hydraulic model of existing pond system including all contributing areas to the stormwater pond. Kimley Horn will review contributing areas and prepare an updated model for the proposed outlet control structure improvement to demonstrate no adverse effects from change in high water level on the pond.

Task 7 – Final Design

7.1 – Preparation of Final Construction Documents

We will prepare final construction plans for the Base Project Area (7th Street and Innsbruck Drive) that include plan and profile information for the roadway, trail, and utility improvements. The plans will be prepared consistent with State Aid standards. We have assumed the following plan sheets will be necessary:

- Cover Sheet
- Statement of Estimated Quantities
- General Notes
- Earthwork, Drainage, and Driveway Tabulations
- Construction Details
- MnDOT Standard Plans
- Typical Sections
- Phasing & Detour Plan
- Alignment Plan and Tabulation
- Storm Water Pollution Prevention Plan
- Removals & Erosion Control Plan
- Street and Storm Sewer Plan/Profile
- Watermain Plan/Profile
- Storm Sewer Laterals
- Intersection Details
- RRFB Plans
- Traffic Signal Modification Plans
- Signing & Pavement Marking Plans
- Cross Sections (Base Project Area and watermain replacement areas only - 50' Intervals & driveways)

We will provide the City plans at 60% and 95% completion for review and comment. Comments will be addressed in the subsequent submittal. We have assumed submittal to State Aid will occur at the 95% completion level. Final construction plans will be completed following comments from State Aid and City staff on the 95% plans and specifications. We will submit watermain plans to Minnesota Department of Health for review and approval.

7.2 – Opinion of Probable Cost

Kimley-Horn will prepare an OPC for the Base Project Area (7th Street and Innsbruck Drive) of the improvements identified in the 60%, 95%, and Final Plans. The OPC will be provided to City for discussion and budgeting. The OPC will break out costs based on City identified funding sources.

7.3 – Final Construction Specifications

Kimley-Horn will prepare a complete a project manual and bidding specifications for the project consistent with State Aid standards and past City of New Brighton projects. We have assumed specifications will utilize 2025 MnDOT specifications.

7.4 – Bidding Phase Services

Kimley-Horn will assist the City during bidding. We have assumed that the City will prepare and submit an advertisement for bid. We have assumed that the City will upload plans and specifications to QuestCDN for bidders to download. Kimley-Horn will be the primary contact for any questions that bidders may have prior to the bid opening. We will prepare an addendum, if necessary, to address questions. It is assumed that a pre-bid meeting will not be held. We have assumed that the bid opening will be in person and that Kimley-Horn will attend the bid opening. Kimley-Horn will tabulate bids and prepare a contract award recommendation letter for the low bidder.

Task 8 – Alternative Tasks

Task 8.1 – Incorporation of Additional Project Area into Preliminary Design

Kimley-Horn will expand the scope of Task 5.1, 5.2, 5.3, and 5.4 to include the Additional Project Area (20th Ave, 19th Ave, 6th Street, and Forest Dale Road). Scope assumptions for this task are consistent with the project understanding and defined scope of Tasks 5.1-5.4 as described in this proposal

Task 8.2 – Incorporation of Additional Project Area into Final Design

Kimley-Horn will expand the scope of Task 7.1, 7.2, 7.3, and 7.4 to include the Additional Project Area (20th Ave, 19th Ave, 6th Street, and Forest Dale Road). Scope assumptions for this task are consistent with the project understanding and defined scope of Tasks 7.1-7.4 as described in this proposal.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives. The City shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- GIS base map information
- As-built information (as available)
- Topographic survey (as described above)
- Drainage modeling of Innsbruck Park
- Existing right-of-way and property owner information
- Public utility condition assessments

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting the following schedule.

Notice to Proceed	October 29, 2025
Preliminary Design & Layouts	November 2025 – December 2025
Geotechnical Borings	November 2025 – December 2025
60% Plans	December 19, 2025
95% Plans	January 30, 2026
Public Open House #1	February 2026
100% Plans	March 20, 2026
Bid Letting	April 2026
Construction	Spring 2026 – Fall 2026

Fee and Expenses

Kimley-Horn will perform the services detailed above on a labor fee plus expense basis. The following is a summary of the estimated costs to complete the scope of services.

<u>Base Project Area</u>	
Task 1 – Project Management	\$ 18,800
Task 2 – Coordination Meetings and Public Engagement	\$ 27,685
Task 3 – Data Collection	\$ 28,550
Task 4 – Traffic	\$ 13,800
Task 5 – Preliminary Design	\$ 41,510
Task 6 – Stormwater Management Design & Watershed Coordination	\$ 42,240
Task 7 – Final Design	\$171,535
<u>Reimbursable Expenses</u>	<u>\$ 20,030</u>
Total Estimated Fees and Expenses (Base Project)	\$364,150
<u>Additional Project Area</u>	
Task 8.1 – Incorporation of Additional Project Area into Prelim Design	\$ 19,160
Task 8.2 – Incorporation of Additional Project Area into Final Design	\$ 41,900
<u>Reimbursable Expenses</u>	<u>\$ 3,670</u>
Total Estimated Fees and Expenses (Additional Project)	\$ 64,730

Kimley-Horn will not exceed the total amount shown above without authorization from the Client. Labor fee will be billed according to our current rate schedule, which is subject to annual adjustment. A percentage of labor fees will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, and local mileage. Payment will be due within 25 days of your receipt of the invoice.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of New Brighton.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Kyle Imholte, P.E.
Project Manager



Eric Fosmo, P.E.
Vice President

CITY OF NEW BRIGHTON

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Attachment – Standard Provisions

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
 - c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings.

Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

- g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims,

losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance

of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

18) Preliminary Notice – Liens.

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

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

- 19) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.

- 20) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Minnesota. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



Agenda Section:	Consent Agenda
Report Date:	10/22/2025
Meeting Date:	October 28, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Resolution Authorizing a Transfer from the Street Financing Fund to the Street Improvement Capital Project Fund

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:

A transfer of funds is needed to finance the 2025 street improvement project and to initiate the planned internal loan. 25 percent of the loan will be paid back through street assessments to the benefiting properties, and 75 percent will be paid back over 10 years at 3 percent interest through the City's general property tax levy.

Recommendations:

Approve the resolution authorizing a transfer from the Street Financing Fund to the Street Improvement Capital Project Fund

Applicable Deadlines:	12/31/2025
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Community Impact:	Utilization of internal financing affords the City greater financial flexibility and the ability to avoid external financing costs. Sound financial management ensures the City's ability to continue funding the programs and services the community relies on.
--------------------------	--

Legislative History:	The City's legal level of budgetary control is at the fund level, and all transfers between funds must be authorized by City Council. On December 10, 2024 the financing plan for the 2025 street project, including assessments and an internal loan, was adopted in the 2025-2034 CIP. On December 10, 2024 the first of ten internal loan repayments was adopted in the 2025 General Fund budget as a \$137,000 transfer out of the General Fund. On June 24, 2025 the final bid for the project was accepted at a lower cost than originally projected. The project was originally budgeted to require a \$2,450,000 internal loan which would be paid back with a \$137,000 annual levy for 10 years. With the final bid that was received, the project now only requires a \$1,830,000 loan which will be paid back with a \$68,000 annual levy for 10 years.
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Strategic Priority:	<u>Financial Sustainability</u>	Staff Capabilities
	Economic Development	Community Engagement & Belonging
	City Assets	N/A

Fiscal Impact:	<table><tr><td>Financial Impact: Is there a financial consideration?</td><td>No</td><td>Yes: \$ <u>1,830,000</u> internally</td></tr></table>	Financial Impact: Is there a financial consideration?	No	Yes: \$ <u>1,830,000</u> internally
Financial Impact: Is there a financial consideration?	No	Yes: \$ <u>1,830,000</u> internally		

	Financing Sources:	<u>Budgeted</u>	Budget Modification
	New Revenue	Use of Reserves	Other

Attachments:	1.	Resolution to Transfer 2025 Street Project Loan
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RESOLUTION No. _____
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

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

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

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

WHEREAS, the 2025 street improvement project requires a transfer of \$1,830,000 in order to finance the up-front construction costs, and

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

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

WHEREAS, the internal loan payments will be adopted in the 2025-2034 annual General Fund Budgets as a \$68,000 Transfer Out, and

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

NOW THEREFORE, BE IT RESOLVED the Finance Director is authorized and directed to transfer \$1,830,000 from the Street Financing Fund (410) to the Street Improvement Capital Project Fund (438).

ADOPTED this 28th day of October 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:	10/23/2025
Meeting Date:	October 28, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Resolution Authorizing Interfund Loans from the Community Reinvestment Fund to the Utility Funds

Action Requested:

Public Hearing:	Motion:
Discussion:	Informational:

Form of Action:

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

Votes Needed:

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

Summary Statement:

Interfund loans are needed to finance 2025 capital projects within the Sewer, Stormwater and Street Light utility funds.

Recommendations:

Approve the resolution authorizing interfund loans from the Community Reinvestment Fund to the Utility Funds.

Applicable Deadlines:

December 31, 2025

Community Impact:	Utilization of internal financing affords the City greater financial flexibility and the ability to avoid external financing costs. This helps to maintain a steady utility bill rate structure for our residents and business owners.
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Legislative History:	The City's legal level of budgetary control is at the fund level, and all interfund activity must be authorized by City Council. The 2025-2044 Utility Rate Analysis and 2025 utility rates were discussed at the November 12, 2024 Council work session, which included a projected \$650,000 internal loan to the Water fund, a \$400,000 internal loan to the Stormwater fund and a \$200,000 internal loan to the Street Light fund. The 2025-2044 Utility Rate Analysis and 2025 utility rates were adopted by Council on December 10, 2024. The adopted resolution included authorization to execute the 2025 interfund loans outlined in the analysis. During the 2026-2045 Utility Rate Analysis process, it was determined that updated capital cost projections require changes to the projected 2025 internal loans. The utility funds now require a \$650,000 internal loan to the Sewer fund rather than the Water fund and an \$800,000 instead of \$400,000 loan to the Stormwater Fund. The projected \$200,000 internal loan to the Street Light fund remains the same.
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Strategic Priority:	<u>Financial Sustainability</u>	Staff Capabilities
	Economic Development	Community Engagement & Belonging
	City Assets	N/A

Fiscal Impact:	<table><tr><td>Financial Impact: Is there a financial consideration?</td><td>No</td><td>Yes: <u>\$ 1,650,000 internally</u></td></tr></table>	Financial Impact: Is there a financial consideration?	No	Yes: <u>\$ 1,650,000 internally</u>
Financial Impact: Is there a financial consideration?	No	Yes: <u>\$ 1,650,000 internally</u>		

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

Attachments:	1.	Resolution
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RESOLUTION No. _____
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

**RESOLUTION AUTHORIZING INTERFUND LOANS FROM THE COMMUNITY REINVESTMENT FUND
TO THE UTILITY FUNDS**

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

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

WHEREAS, the 2025-2044 Utility Rate Analysis included a projected \$650,000 internal loan to the Water fund, a \$400,000 internal loan to the Stormwater fund and a \$200,000 internal loan to the Street Light fund in order to finance utility-related capital costs, and

WHEREAS, the 2026-2045 Utility Rate Analysis requires changes to the originally projected internal loans to account for updated capital cost projections, and

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

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

1. The interfund loan from the Community Reinvestment Fund to the Sewer Utility Fund in the amount of \$650,000 is authorized.
2. The interfund loan from the Community Reinvestment Fund to the Stormwater Utility Fund in the amount of \$800,000 is authorized.
3. The interfund loan from the Community Reinvestment Fund to the Street Light Utility Fund in the amount of \$200,000 is authorized.
4. Interest will accrue at the rate of 3% per annum with a loan commencement date of November 1, 2025.
5. Principal and accrued interest payments will be made in 20 equal semiannual installments on May 1 and November 1 of each year, with the first payment beginning on May 1, 2026.
6. Repayment of the balance of the loan may be made in advance at any time.

ADOPTED this 28th day of October 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:	Council Business
Report Date:	10/07/2025
Meeting Date:	October 28, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: New Brighton Town Center* Vision Plan Process Review (*TBD)

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:

The City of New Brighton, in partnership with Damon Farber Landscape Architects, has launched the Town Center Vision Plan to shape a long-term vision for the area surrounding City Hall, Veterans Park, and the Community Center. This district, often referred to as Downtown or City Center, serves as the civic and social heart of New Brighton. Once complete, the plan will create a shared vision and identity for the "Town Center" (name TBD), guide future redevelopment and public realm improvements, strengthen community connections, and identify zoning updates to support desired uses. The final plan will align with the upcoming 2028 Comprehensive Plan, and will be drafted to become the first component of the required plan update.

	Damon Farber will be present on 10/28/25 to introduce their firm, their experience, and outline the process this study will go through over the next 4 to 5 months.
--	---

Recommendations:	Provide direction to Damon Farber and staff on any process or approach updates you would like to see incorporated into the planning process.
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Applicable Deadlines:	None.
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Community Impact:	The city center has long been an overlooked area of the City from a planning perspective, so completing a process that concentrates on this important area of the City will have lasting impacts in the coming years.
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Legislative History:	-- February 2025: staff authorized to pursue Ramsey County Critical Corridor funding to support a Town Center study -- May 2025: Ramsey County approves the City's funding request -- July 2025: Grant agreement and services contract approved -- September 2025: Staff completes initial kick-off meeting with the consultant to review process and steps
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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 (grant funded)	Yes: \$
	Financing Sources:	Budgeted	Budget Modification	
	New Revenue	Use of Reserves	Other	

Attachments:	1.	Summary
	2.	Presentation Slides
	3.	Public Notice Kick Off Letter

Council Packet Summary

New Brighton *Town Center Vision Plan**

*Final Name TBD

Overview

The City of New Brighton, in partnership with Damon Farber Landscape Architects, has launched the Town Center Vision Plan to shape a long-term vision for the area surrounding City Hall, Veterans Park, and the Community Center. This district, often referred to as Downtown or City Center, serves as the civic and social heart of New Brighton.

Purpose of the Plan

The plan will create a shared vision and identity for the Town Center, guide future redevelopment and public realm improvements, strengthen community connections, and identify zoning updates to support desired uses. The final plan will align with the upcoming 2028 Comprehensive Plan.

Engagement

Public engagement began at the Pumpkin Walk on October 24, 2025, where residents shared ideas through interactive displays and surveys. An online survey is open through early November to collect additional input (<https://www.surveymonkey.com/r/G95PZS5>). Community and stakeholder engagement will continue this fall and winter with stakeholder listening sessions, a public open house in early 2026, and another online survey.

Next Steps

A visioning workshop will take place in late November or early December to help shape the vision and guiding principles for the Town Center. Together with input from broader community and stakeholder engagement, these ideas will guide the development of preliminary concept alternatives to be shared for public review this winter..

More information and the community survey are available on the project website:

www.newbrightonmn.gov/689/New-Brighton-Town-Center

*TOWN CENTER** VISION PLAN

**Final Name TBD*

City of New Brighton



October 28th

20 City Council Meeting
25

DF/ DAMON FARBER LANDSCAPE ARCHITECTS

PRESENTATION OVERVIEW

1. Introductions / Project Team
2. Project Understanding
3. Project Work Plan & Timeline
4. Engagement Approach
5. Inventory and Analysis
6. Pumpkin Walk Engagement Recap
7. Survey Update
8. Schedule and Next Steps



Ben Gozola
Assistant Director of Community
Assets & Development

Craig Schlichting
Director of Community Assets and Development

DF/ DAMON FARBER

Jeff McMenimen, PLA, ULI
Principal-In-Charge

Rachel Baudler Blaseg, PLA, ASLA
Project Manager

Jordan van der Hagen
Design Lead

WE'RE HERE TO SHAPE A SHARED VISION FOR THE FUTURE OF NEW BRIGHTON'S TOWN CENTER,
ONE THAT BALANCES GROWTH, COMMUNITY CHARACTER, AND LONG-TERM SUSTAINABILITY.

TOWN CENTER* VISION PLAN

*Final Name TBD

Overview

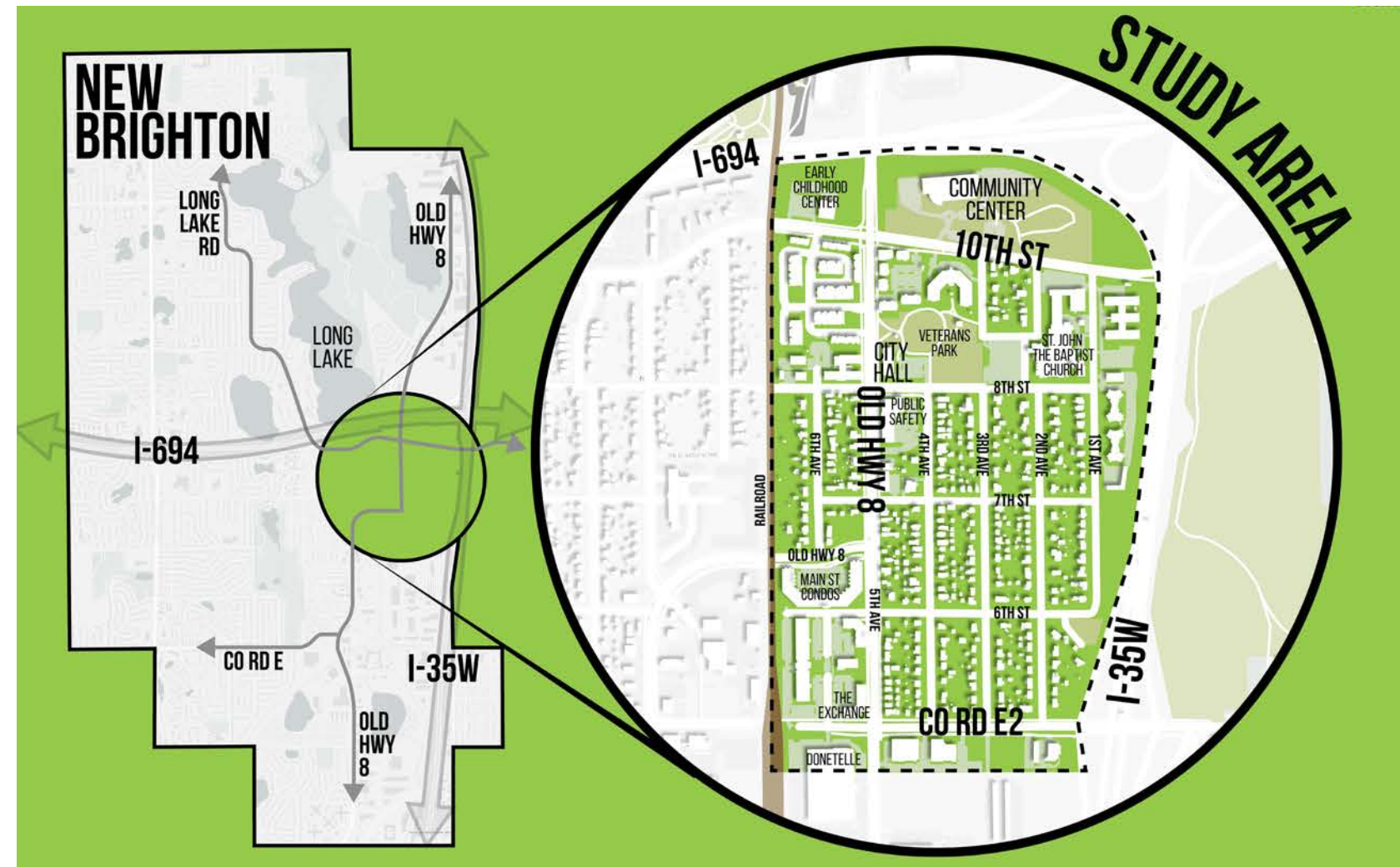
- City Hall, Veterans Park, and the Community Center anchor the heart of New Brighton: historically called **Downtown, City Center, or Old New Brighton**.
- Framed by 10th St NW · Old Hwy 8 · County Rd E2, this area is the civic and social core of the community.

Why This Plan Now

- The area has evolved without a unified plan.
- With support from the **Ramsey County Critical Corridors Grant**, the City is launching a long-overdue vision.
- Kicked off at the **Pumpkin Walk** to engage residents.

Purpose of the Plan

- Define a shared long-term vision and identity
- Guide redevelopment and public realm improvements
- Strengthen community connections
- Recommend zoning updates to support future uses
- Integrate with the 2028 Comprehensive Plan





PURPOSE

To inform, involve, and collaborate with residents, businesses, and stakeholders in shaping a shared vision for the *Town Center*.

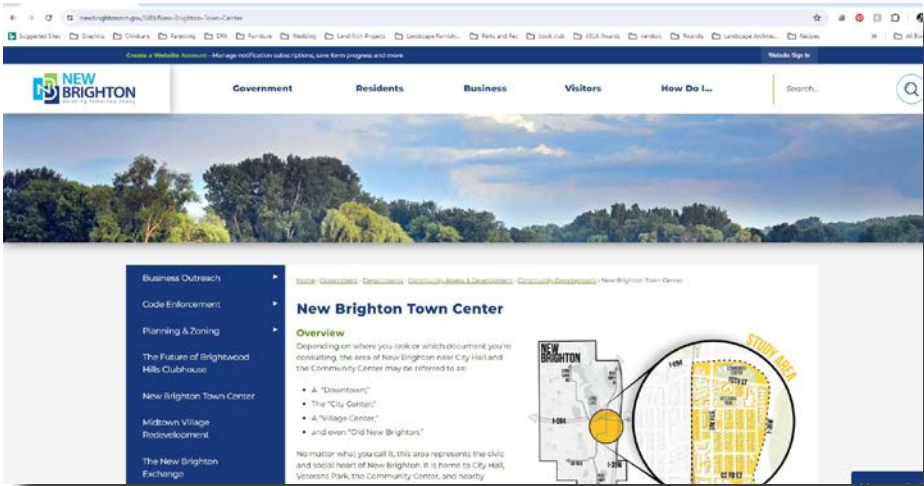
GOALS

- **Inclusive:** reach voices across the community
- **Accessible:** offer in-person & online participation
- **Transparent:** provide clear updates and outcomes
- **Creative:** use interactive, visual tools early
- **Relevant:** connect to existing City plans

ENGAGEMENT TIMELINE

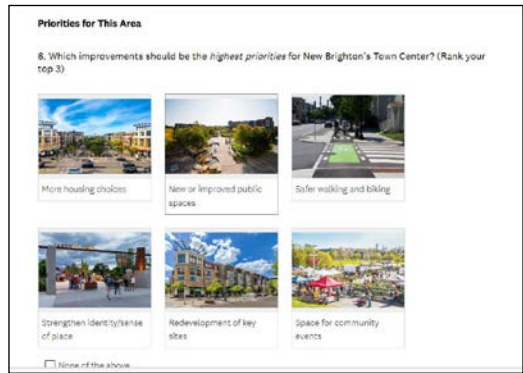
Month	Activity	Audience/Focus
Oct 2025	Pumpkin Walk Pop-Up	Families, residents
Oct-Nov 2025	Online Survey #1	Broad community
Oct-Nov 2025	Listening Sessions	Businesses, institutions, residents, agencies
Nov - Dec 2025	Visioning Workshop / Charrette	Staff, commissions, stakeholders
Jan-Feb 2026	Public Open House + Online Survey #2	Broad community
Jan-Feb 2026	Council & Commission Updates	Council & Commissions
Feb 2026	Final Plan Presentation + Summary	Council & public

Website



https://www.newbrightonmn.gov/689/New-Brighton-Town-Center

Online Survey



WHO WE'RE ENGAGING

Residents

~235 single-family
+ ~377 multifamily/
condo units

Businesses

Village Center Business Suites · Kemper
Surveying · Ameriprise · Washburn-McReavy
· Main Street Village · Donatelle · Paddle
North · U-Haul · Public Storage · Holiday,
and more

Institutions

ISD 621 Admin
Building, nursing
homes, St. John the
Baptist Church

Public Agencies

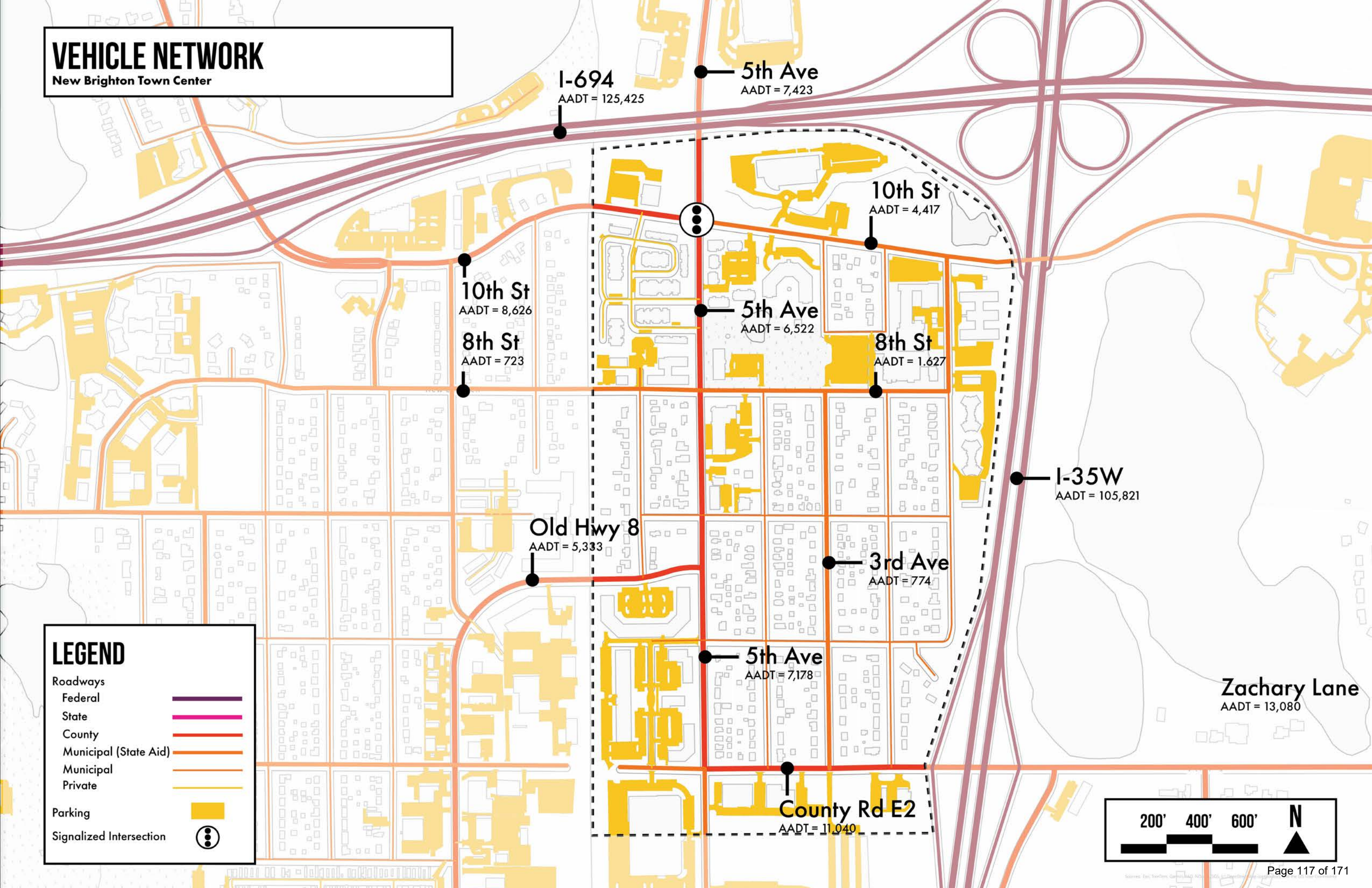
City of New Brighton (City Hall, Parks,
Public Safety), Ramsey County (Six Critical
Corridors), MnDOT (I-35W Interchange),
Pentair (undeveloped parcel south of
study area)



ENVISIONED OPPORTUNITY AREA
EXPANDED STUDY AREA

VEHICLE NETWORK

New Brighton Town Center



LEGEND

Roadways

- Federal
- State
- County
- Municipal (State Aid)
- Municipal
- Private

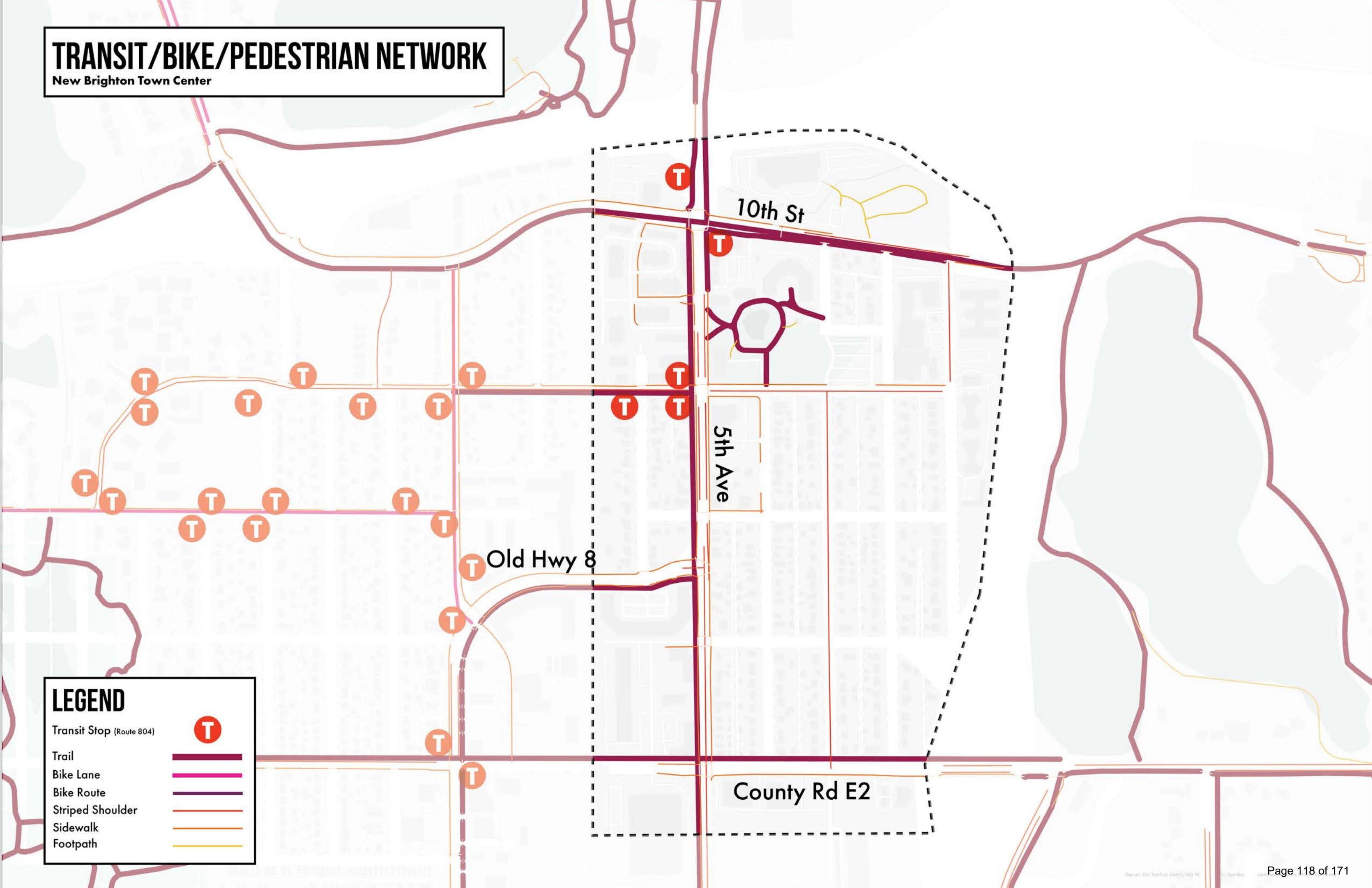
Parking

Signalized Intersection



TRANSIT/BIKE/PEDESTRIAN NETWORK

New Brighton Town Center



LEGEND

Transit Stop (Route 804)

T

Trail

Bike Lane

Bike Route

Striped Shoulder

Sidewalk

Footpath

LAND USE AND ZONING

New Brighton Town Center

LEGEND

Parcels

Land Use

Single Family Residential

Multi-Family Residential

Lodging

Civic/Cultural

Commercial

Mixed Use

Industrial

Parks/Recreation

Zoning

R-1

R-1A

R-3A

R-3B

B-3

B-4

MUN

I-1

I-2

Single Family Residential

Single Family Residential

High Density Residential

High Density Residential

General Business

Downtown Business

Mixed Use Neighborhood

Light Industry

Heavy Industry

200' 400' 600' N

Page 119 of 171

PARKS AND NATURAL SPACES

New Brighton Town Center



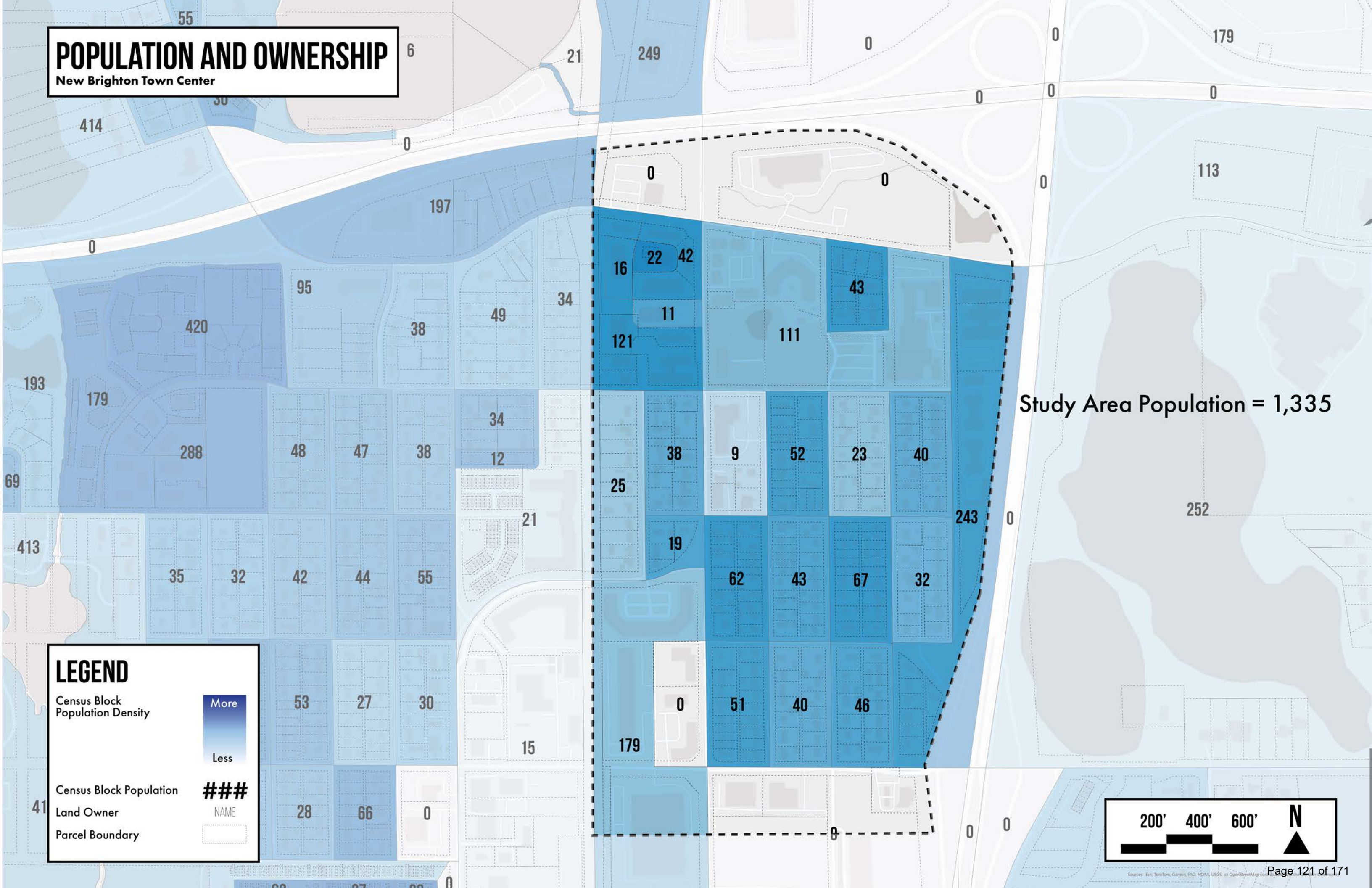
LEGEND

- Wetlands
- Open Water
- Parks
- Within 1/4 Mile of Parks

200' 400' 600' N

POPULATION AND OWNERSHIP

New Brighton Town Center



Study Area Population = 1,335

LEGEND

Census Block
Population Density

More

Less

Census Block Population

####

Land Owner

NAME

Parcel Boundary



New Brighton Town Center

City Hall

Public Safety Center

Post Office

Fire Hall

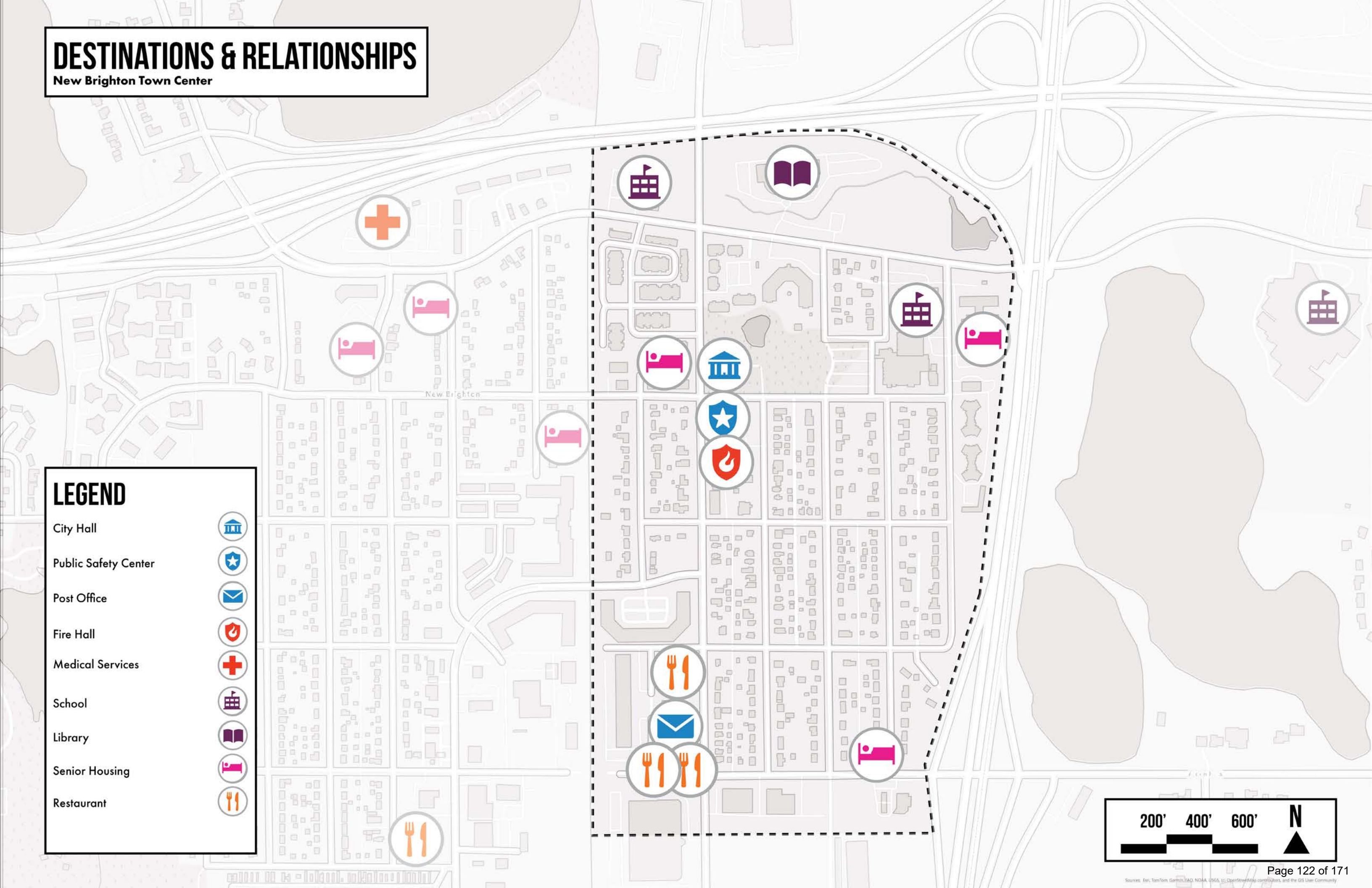
Medical Services

School

Library

Senior Housing

Restaurant



200' 400' 600'



New Brighton Town Center

- Parcels
- Core Opportunity Area
- Expanded Study Area
- Parks
- Water Bodies
- Buildings

Develop with Highly Visible Iconic Architecture

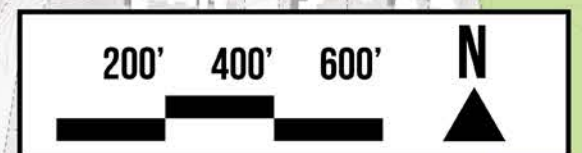
Core Bike/Ped Connection

Minor Bike/Ped Connection

Future Rail Trail/Transitway

Community Activator

Community Gateway





Pumpkin Walk Pop-Up – October 24, 2025

- First public touchpoint for the project
- Interactive boards, stickers, sticky notes, and survey sign-ups
- Engaged families, business owners, and city staff

Emerging Themes (so far)

- XXX
 - XXX
 - XXX
- KEY TAKEAWAYS -
UPDATE AFTER EVENT**

Next Steps:

- Online survey remains open through early November.

**TO BE UPDATED WITH
PICTURES FROM EVENT**

SURVEY #1: NOW LIVE!

Open through early November

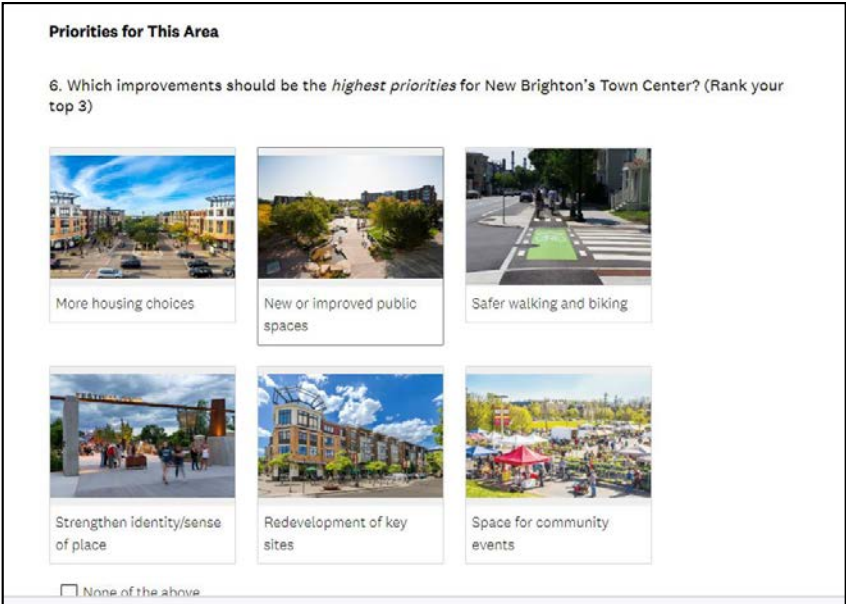
Promoted at Pumpkin Walk, on City website, and via social media
Focused on priorities, experiences, and aspirations for Town Center

Example Questions

- What words describe your ideal Town Center?
- What’s missing today?
- How often do you visit this area and why?

Next Steps

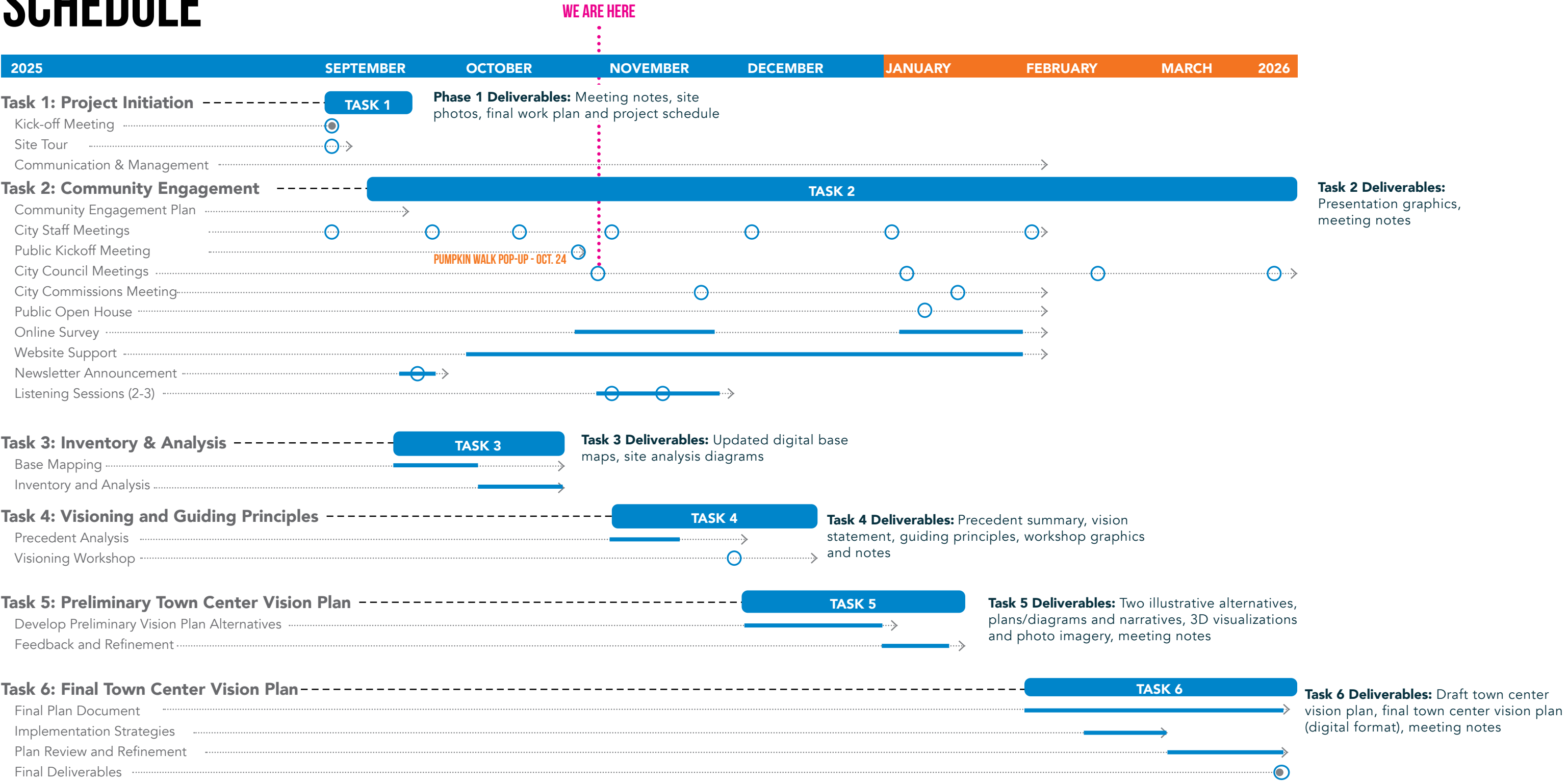
Analyze results and use results to help shape community vision & guiding principles



Take the survey!



SCHEDULE



NEXT STEPS

- CONTINUE SURVEY
- LISTENING SESSIONS
- WORKSHOP / VISIONING AND GUIDING PRINCIPLES
- DEVELOP PRELIMINARY VISION PLAN ALTERNATIVES

THANK YOU!



10/17/25

RE: New Brighton Town Center* Vision Plan

** Final Name TBD*

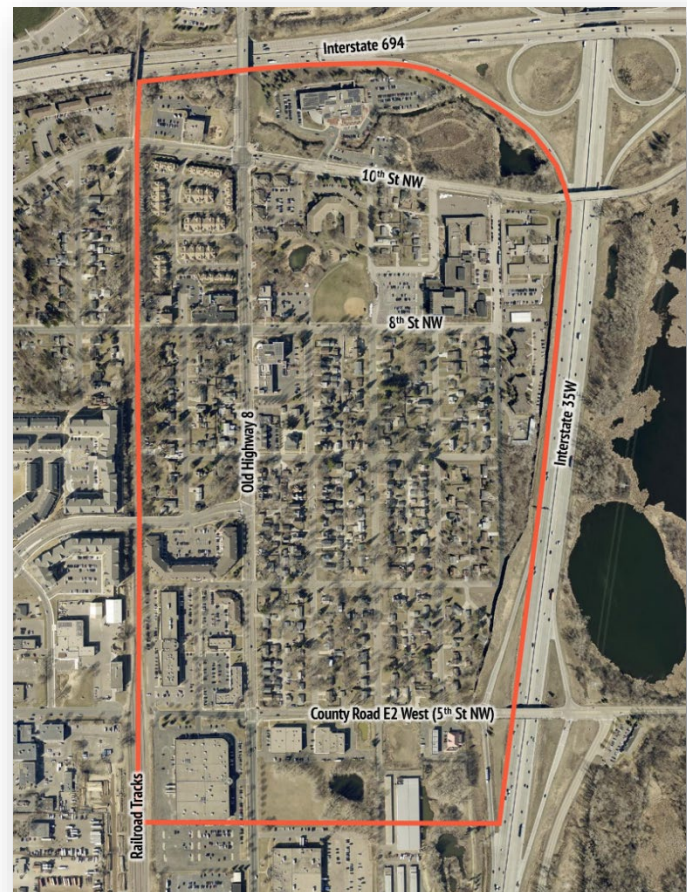
Friends & Neighbors,

What portion of the city is your home or business currently located? Is it the “Downtown?” The “City Center?” How about the “Village Center” or maybe “Old New Brighton?” All of those terms (and more) have been used over the last 30 years to describe the area in and around City Hall. Comprehensive plans over the past three decades have done little to define what redevelopment in your portion of the City should look like, and zoning regulations offer limited guidance for property owners.

Given this history, the city recently sought and acquired funding through the Ramsey County Critical Corridors Grant Program to support a planning effort focused on your portion of the community. Starting at the City’s **Pumpkin Walk event on October 24th (5 p.m. to 8 p.m. at Veterans Park and City Hall)**, City staff and our consultant, Damon Farber, will be leading the community through a small area planning process dedicated specifically to your area of the City. The purpose of this study is to identify a shared branding for the core of the City, and to establish a long-term vision for changes and improvements in the area. Primary questions being examined include but will not be limited to:

- Should redevelopment of land occur, what do people want to see?
- Are there features or amenities currently lacking throughout the study area?
- Are there ways to establish a stronger sense of identity for this area?

GENERAL STUDY AREA



Your feedback and participation are an essential component of the decision-making process and will be used by your appointed and elected officials to craft a plan that reflects the community's desires for the area. Importantly, outcomes of this process will form the initial component of the City's next comprehensive plan due by the end of 2028.

This letter is intended to give all stakeholders within the study area early and direct access to this new planning effort, and to make your participation easy! **For more information and to find links on how to participate, please scan the QR code in the upper right to see the webpage dedicated to this effort.**

Here is what you can expect in the coming weeks and months:

- **October through November:** Pumpkin Walk Kickoff Event/Booth, on-line survey #1 to assemble initial thoughts and feedback, direct outreach efforts, and scheduled listening sessions.
- **November through December:** Initial feedback will be used to draft concepts and alternatives to help shape the vision and guiding principles for this area.
- **January through February:** Public Open House held on the assembled draft concepts followed by a second on-line survey to further refine the direction being considered.
- **February through March:** Final plan drafted, presented to commissions and Council for finalization, and a community summary created.

We hope you share our excitement about this upcoming planning effort, and we look forward to hearing from you. Please check the project website periodically for updates and new ways to participate and reach out any time should you have questions. We hope you'll join us in shaping the future of New Brighton's 'Town Center'.

Sincerely,



Ben Gozola

Assistant Director of Community Assets & Development

763-638-2059

Ben.gozola@newbrightonmn.gov

**TAKE THE SURVEY AT
YOUR CONVENIENCE!**



DF/
DAMON FARBER
LANDSCAPE ARCHITECTS

 **RAMSEY COUNTY**



Agenda Section:	Council Business
Report Date:	10/15/2025
Meeting Date:	October 28, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of Ordinance 923: An Ordinance to Conditionally Amend the Future Land Use Map in the 2040 Comprehensive Plan, and Conditionally Amend the Official Zoning Map for Land in and Around the Brightwood Hills Golf Course Clubhouse

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:

A recent facilities study showed a need for major investment in the Brightwood Hills Clubhouse in the coming years, dictating that replacement of the building may be the best long-term investment strategy for the community. Because of the expected price tag of the needed improvements, the City intends to explore options for a public-private partnership to replace the clubhouse. The City would gain an economically advantageous pathway to replacing the clubhouse and position the golf course for continuous success, and a developer would gain the right to create housing units above or next to the new

	clubhouse. A development concept could also address parking, drainage, and access issues for both the golf course property and the Grace Point Church property to the north. Teh proposed changes to land use guidance and zoning proposed by Ordinance 923 would ONLY take effect on lands included in the development proposal, and only if a final development plan is acceptable to the City.
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Recommendations:	Both staff and the Planning Commission are recommending CONDITIONAL approval of Ordinance 923.
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Applicable Deadlines:	None -- City Driven Process.
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Community Impact:	A new clubhouse with modern amenities and rental space is anticipated to cost well over \$2M. This option provides a pathway to significantly reduce this cost to the public by selling development rights above or next to a new clubhouse building.
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Legislative History:	The Planning Commission held a public hearing on Ordinance 923 on 10/21/25.
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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: \$ TBD
	Financing Sources:	Budgeted	Budget Modification	
	New Revenue	Use of Reserves	Other	

Attachments:	1.	Staff Report
	2.	Written Comments
	3.	ORD 923

STAFF Memorandum

Ordinance 923: An Ordinance to Conditionally Guide and Zone Properties to Mixed Use Neighborhood to Facilitate a Possible Brightwood Hills Clubhouse Redevelopment Project

To: **City Council**

From: Ben Gozola, *Assistant Director DCAD*

Meeting Date: **10-28-25**

INTRODUCTION

A recent facilities study conducted by Krause-Anderson on behalf of the City has found that the anticipated costs to maintain and improve the current Brightwood Hills Clubhouse dictate that serious consideration be given to replacement and improvement of the building at this time. This ordinance would **CONDITIONALLY** change the guidance and zoning of the Clubhouse area and potentially the Grace Point Church property to allow for the exploration of a public/private partnership to redevelop the clubhouse.

BACKGROUND

The Brightwood Hills Golf Course is a beloved and important fixture within the City of New Brighton as it offers residents and visitors the opportunity to enjoy executive level golf in the heart of New Brighton. The course's continued success and viability are of paramount importance to the City.

In early 2025, the City contracted with Krause-Anderson (KA) to complete facility condition assessments on four aging community buildings: City Hall, the Community Center, the Freedom Neighborhood Center, and the Brightwood Hills Clubhouse. City Hall passed the assessment with an "Excellent" score while the Community Center and Freedom Neighborhood Center received ratings of "Fair." In all three cases, the assessment recommended that continued investment in those facilities proceed as planned. The one exception to the passing grades was the Brightwood Hills Clubhouse which received an assessment score of "Critical" from KA.

A "critical" score in this context means that the anticipated maintenance costs for the facility over the next 10 years exceeds one half of the cost for a completely new facility. From a long-term asset management perspective, this set of circumstances requires that City officials explore all options before deciding on how to proceed. Ordinance 923 is the vehicle being used to allow consideration of other options for clubhouse replacement.

CLUBHOUSE CONDITION

Per the Krause-Anderson Facility Condition Assessment, the Brightwood Hills Clubhouse has an **anticipated 10-year maintenance cost of nearly \$1.6M** roughly broken down as follows:

➤ **Sitework/building earthwork (\$1.04M)**

- The Parking lot has major drainage issues. Redesign of drainage system and full depth asphalt replacement is recommended.
- Cart/Walking paths serving the building are not compliant with the Americans with Disability Act (ADA); areas are too steep. Asphalt needs mill & overlay.

➤ **Building Exterior (\$260K)**

- Cedar siding needs repair and must be treated or replaced.
- Caulking and repairs to extruded polystyrene around perimeter of building to ensure building is watertight
- Caulk windows, recommend replacement within the next 10 years
- Exterior doors recommend maintenance and eventual replacement in the next 10 years

➤ **Roof (\$90K)**

- Asphalt shingles damaged and no longer manufactured. Roof replacement needed.
- Evidence of water staining on rear elevation, grading improvements may be needed to keep water away from building.

➤ **Building Interior / Improvements (\$152K)**

- Maintenance garage - walls have potential biological growth on lower portion of drywall. Recommend testing of growth. Recommendation is to excavate and add drain tile around exterior perimeter of facility to direct water away from building.
- Interior finishes are not critical, could be pushed out of 10-year plan.

➤ **Plumbing, HVAC, Equipment/Furniture, Security (≈\$40K)**

It has been rightfully pointed out that the building itself isn't in bad condition, and staff agrees with that assessment. The true issue is how to replace the parking lot, address longstanding drainage issues, and bring all access paths and building access points into compliance with Federal ADA guidelines; and how to complete those improvements in a way that best protects the long-term health and viability of the golf course.

Option 1: Maintain the Existing Facility and complete all planned improvements over the next 10 years.

- This option will continue to be on the table regardless of the outcome of this ordinance.
- Investing in the existing facility as outlined over the next 10 years will maintain the status quo.

- This level of investment (\$1.6M) in the existing facilities all but precludes major site plan changes moving forward limiting the options for added amenities or other improvements to meet community needs.
- Does not address drainage issues being experienced by the Grace Point Church property to the north.

Option 2: Reimagine the clubhouse area by designing a NEW site plan focused on the long-term financial viability of the golf course.

- Generate a new plan that fixes all area drainage issues and positions the parking lot to maximize use of the clubhouse land;
- Address all ADA issues through an updated design (including paths and building access points);
- Create needed indoor storage space for golf carts;
- Dedicate space for indoor golf simulators as a new winter revenue stream;
- Improve rental space for events; and
- Add a food amenity

Option 2 would bring significant improvements to the Brightwood Hills Golf Course, but at a higher cost. Ordinance 923 seeks to identify a potential pathway to address those costs via a public/private development partnership.

PUBLIC/PRIVATE PARTNERSHIP CONCEPT

Demand for residential development space in New Brighton is high thanks to the City's great location, its people, and high-quality schools amongst other attributes. Housing is also identified as one of our community's greatest needs in the current comprehensive plan. The clubhouse site is therefore an opportunity to marry current market demand with an identified community need, and to do so in a way that supports the long-term stability of the golf course.

If approved, Ordinance 923 would *CONDITIONALLY* re-guide the clubhouse area of the golf course to Mixed Use Neighborhood Node; the same land use designation assigned to parcels directly across Silver Lake Road. Zoning of the clubhouse area would also be *CONDITIONALLY* changed to Mixed Use Neighborhood concurrent with the comp plan change. **All changes would be contingent on the following:**

1. The City identifying a viable public/private partnership to replace the clubhouse in return for allowing up to three (3) stories of residential units above the new facility (buildings in the MUN district are limited to four stories).
2. The City receiving an acceptable development plan from the chosen developer that successfully addresses all needs on the site:
 - a. Provision of a new clubhouse (could be ground floor, one end of a building, or detached),
 - b. Space for a mix of additional uses (i.e. a restaurant, a golf simulator, improved rental space, etc.),
 - c. Ample surface and subsurface parking to accommodate all uses, and

- d. Solutions to existing drainage problems affecting this property and the adjacent Grace Point church property.
3. Approval of a subdivision that separates the clubhouse and new residential units from the golf course itself, thereby maintaining the golf course's existing land use guidance (Park) and zoning classification (R-1). The only change in guidance and zoning that may result from this process would be to the existing clubhouse (and church property if it is included in the development for parking and entryway purposes).
4. Approval of a Developer's Agreement that ensures successful completion of the approved plan.

QUESTION AND ANSWERS

Ordinance 923, currently before the Planning Commission, is the first step in allowing the exploration of clubhouse redevelopment to begin. A summary of the most common questions and answers regarding this ordinance include:

▪ ***Will the golf course be closing?***

No. The proposed path forward to replace the Clubhouse with a new facility that includes housing is a logical way to ensure the long-term success of the golf course by:

- Significantly improving the clubhouse experience by making the course a continued draw;
- Improvements that allow the facility to be used year-round will enhance the economics of the course substantially; and
- On-site residential units will be very attractive to golfers, bringing built-in customers to the facility.

▪ ***Why is housing being considered above a new clubhouse?***

There are three primary reasons driving the consideration of adding housing above a new Brightwood Hills clubhouse:

- **Cost.** Planning, constructing, and building a new clubhouse facility is roughly estimated to cost around \$2M. Allowing housing above the new clubhouse will significantly decrease development costs that must be borne by the City.
- **Protection.** Investing in our public golf course by bringing potential paying customers to the site will help to ensure the golf course stays in operation for decades to come.
- **Need.** "Housing" is identified in the City's current comprehensive plan as one of the top priorities for residents in the community. This project will add needed housing units to the City's inventory which in turn will free up existing, more affordable units, to those in need of housing as people "move up" into the new units being created as part of this development.

- ***Why did this proposal come out of nowhere?***

The current comprehensive plan guides land to the north and west of the clubhouse as Mixed Use Neighborhood, and extending that designation to the clubhouse area has always been viewed as an option if needed to enhance the golf course. The Vision Silver Lake Road study in **2021** specifically included development scenarios showing a multi-story clubhouse building in anticipation of this possibility.



- ***Will the entire golf course be guided for possible development?***

No. Proposed guidance and zoning changes will be predicated on a win-win development proposal coming forward that gains Council approval. Zoning and guidance changes will be limited to just the area of the clubhouse, and the remainder of the golf course will not see a zoning or guidance change. The areas being rezoned already seem to include a mix of higher density residential and commercial uses. How does the new zoning classification change things?

- ***If this project moves forward, what kind of housing units would these be?***

Unit type will be a factor considered when the city identifies the ideal development partner. Owner-occupied condominiums, market rate apartments, or senior housing are examples of different housing types that could each make sense on this site for different reasons.

- ***If this project moves forward, what could we expect to happen to the golf course, and what new amenities could be included?***

Depending on the size and location of the new building, the warm-up areas and first hole configuration may need to be adjusted. Ideally the new facility would provide protected parking for the golf carts, an improved putting/chipping green, food/snacks, and a golf simulator. If a developer is selected, site plans will be developed to provide more detail on the viability of these elements.

- ***If the City cannot find a win-win solution to replace the clubhouse in partnership with a private developer, will the golf course close?***

No. Regardless of the outcome of this process, the city is committed to the long-term viability and maintenance of the Brightwood Hills Golf Course. Not finding a pathway forward to replace the clubhouse with a private developer will require the city to identify other funding sources for this project, or to maintain the existing facility and forgo the envisioned improvements.

▪ ***How will ownership issues be handled?***

Preliminary discussions by the City Council on this public/private partnership concept have included a heavy focus on ownership concerns. It's been made clear to staff that any course of action must support the long-term health and sustainability of the golf course and protect the City's interests and investments. The final ownership model (if something moves forward) will be specifically negotiated to achieve these goals.

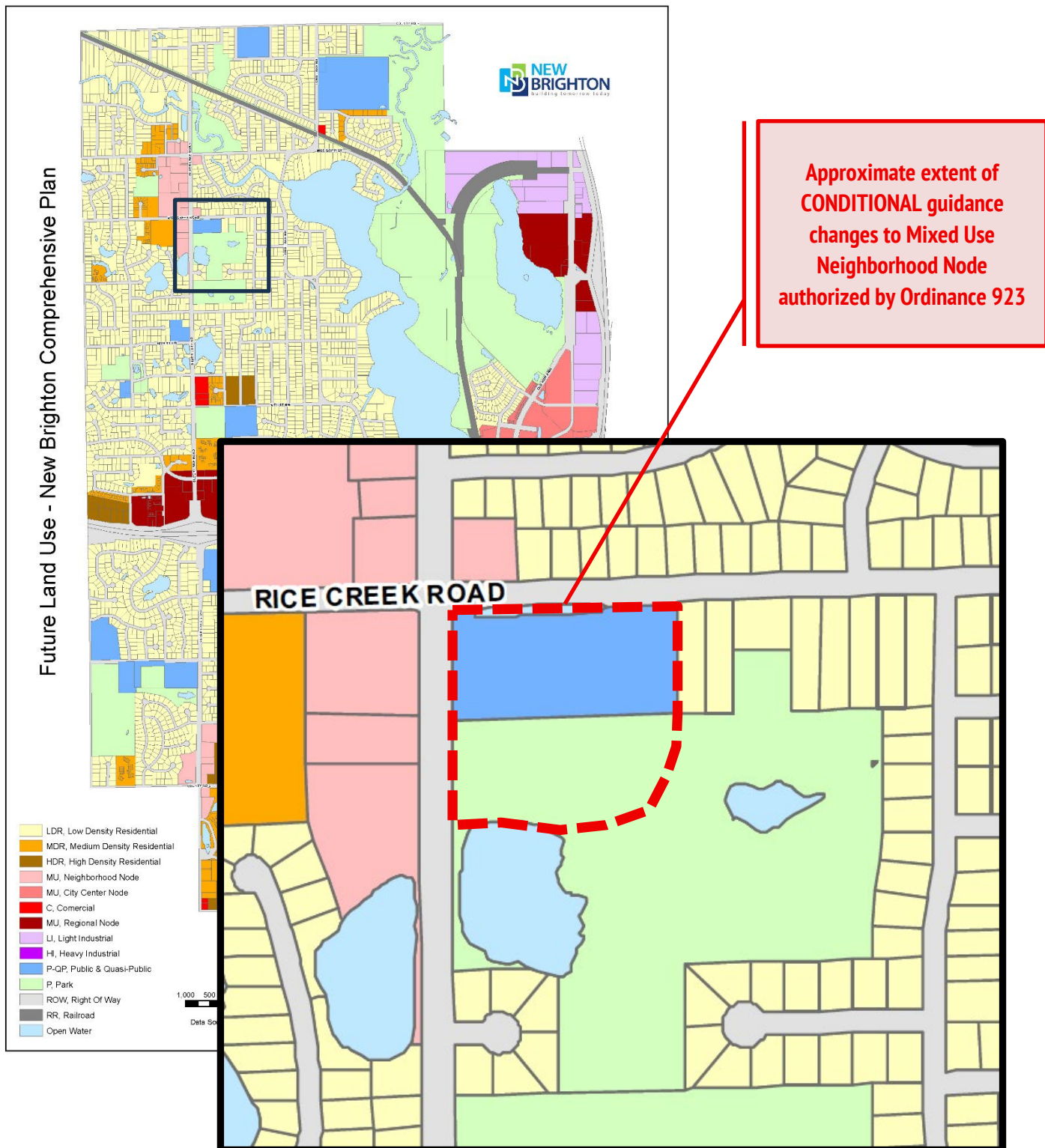
Proposed conditions for guidance and zoning changes do not include a mandate for a specific ownership model as there are many pathways to a successful outcome, and staff does not want to pre-determine that we know exactly which model should be used in this situation. The City Attorney's office employs experts in landownership models who will advise the City Council and public on any proposal under consideration. Guiding the final decision will be the need to ensure the City maintains control of the golf course and the new clubhouse.

ORDINANCE 923 OVERVIEW

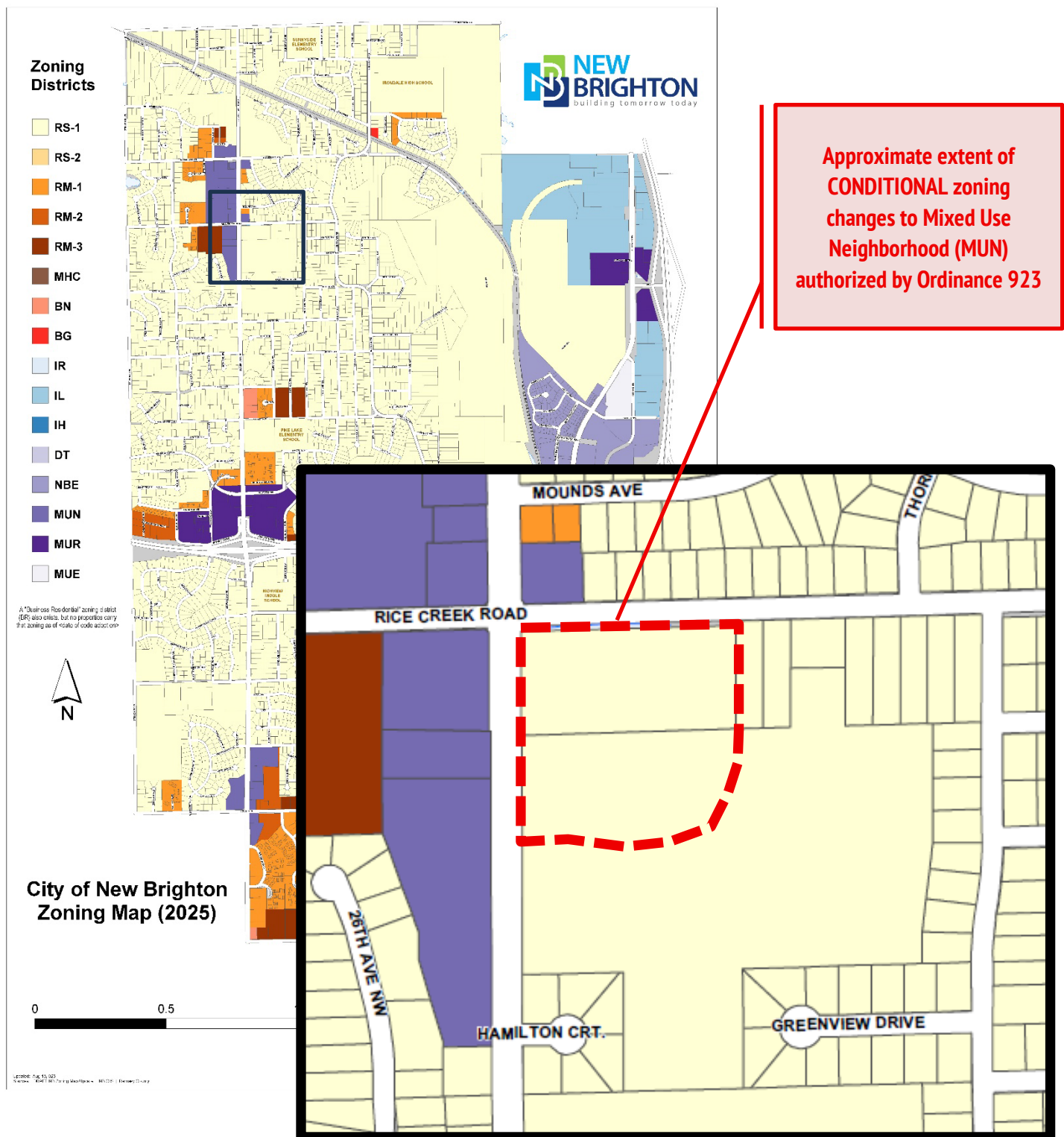
Ordinance 923 contains five sections to deal with the conditional nature of these proposed changes.

- Section 1 conditionally amends the Future Land Use map for the Clubhouse Area
- Section 2 conditionally amends the Future Land Use map for the Grace Point Church property
- Section 3 conditionally amends the Official Zoning map for the Clubhouse Area
- Section 4 conditionally amends the Official Zoning map for the Grace Point Church property
- Section 5 establishes conditions that must be met in the eyes of the City Council before Sections 1 through 4 would take effect
- Section 6 establishes that the Grace Point Church property must be involved an approved and authorized development plan for changes specific to that property to occur.

Future Land Use Map Conditional Changes



Official Zoning Map Conditional Changes



PLANNING COMMISSION PUBLIC HEARING

The Planning Commission held a public hearing on Ordinance 923 on 10/21/25, and 8 speakers came forward on the matter to voice the following concerns or comments.

- **Brad Carlson** (1940 Rice Creek Road) – is strongly in favor of condominiums, high amenity apartments, or senior housing on this site if something were to move forward. At the same time, he would urge caution on the ownership model to ensure future issues do not impact city decision making on its facilities and lands. Feels a rental model may better avoid future headaches. If the City is part of an HOA, the city needs veto power to insist on needed improvements when deemed necessary.
- **Steven Chase** (1773 26th Ave NW) – wants to know how many units the city wants to see on this site. Would oppose anything too large that does not fit the site.
- **Craig Robacher** (115 13th Ave SW) – in favor of improvements that are needed but is not too keen on housing being added to the site. Wanted to know if the golf course is currently self-sufficient.
- **Paulina Alfors** (2440 Mounds Avenue) – will there be impact to traffic on Silver Lake Road?
- **Joni Metz** (2423 Mounds Avenue) – In favor of this proposal but would love to see this project help to address the drainage problems they experience on their property.
 - *Additional written comments from Joni Metz are attached to this report.*
- **Don Knoph** (1790 20th Avenue NW) – Is concerned that this new direction is being considered based on cost “estimates” for needed improvements as opposed to solid/confirmed bids for the needed work. He would like Council to get those numbers so they can be compared to development costs before deciding on a direction. Is concerned about turning over any of the public recreation areas to a public/private partnership and would be opposed to the city leasing back land it currently owns outright. Doesn’t see a way the city can get away from the costs of the parking lot because we’ll always have a role in maintenance work whether we own the lot or are a tenant within a building. He’d be concerned that a private party may not maintain the property when doing so no longer is financially advantageous. He feels the process is being rushed.
 - *Additional written comments from Don Knoph are attached to this report.*
- **Mike Rafferty** (1762 20th Ave NW) – Feels it’d be beneficial to explore the option being created by Ordinance 923, but he would also like to see real-world numbers to make needed improvements to the existing facilities so Council and the public can clearly compare both paths forward. Shares concerns about the ownership model in any public/private partnership and would prefer the city to retain ownership of its assets. Would be skeptical of a leasing model that other communities have used.
- **Jon Grano** (1886 20th Ave NW) – He came to the meeting seeking clarification on the timing of the process. Would be concerned if the guidance and zoning change were not connected directly to an acceptable plan.



In response to public comments, staff provided the following information:

- Council shares concerns expressed about ownership models and has already indicated to staff that any decision they make will have long-term control and viability of the golf course as the primary goal.
- On types of units, Council has already indicated a strong preference for owner occupied condominiums, high-amenity market-rate apartments, or senior units (either co-op units or rental apartments).
- The number of potential units will be constrained by the size of the clubhouse area, zoning that restricts height to four stories, parking requirements, etc. Developers will need to determine if the site constraints will allow for a number of units that can make the project possible from a financial perspective.
- Traffic impacts will be studied with any development proposal.
- The golf course has been a profitable entity for the City in recent years, and the City wishes to take steps to ensure that doesn't change moving forward.
- Any future site plan will need to address drainage issues in and around the clubhouse, so surrounding lands will benefit if they are currently impacted by the status quo conditions.
- Calls to see actual numbers (not general estimates) for both the maintenance path vs. the development path make perfect sense, so staff will seek to provide Council with additional cost information as things move forward.
- Staff is deliberately using this *conditional* ordinance approach for multiple reasons:
 1. Developers will treat this as a serious opportunity and will invest in assembling legitimate proposals for Council consideration as opposed to half-hearted concepts.
 2. It allows the City to alert the public to the issues being examined and the courses of action being considered, so feedback can be obtained prior to any decisions being made.
 3. It allows all parties to focus on the specific issues the City is seeking to address as opposed to focusing on the specifics of a development proposal.
- The City is approaching this matter using due consideration. Nothing is being rushed, and there is no deadline forcing a decision to be made in the short-term.

RECOMMENDATIONS

The Planning Commission considered the information presented by staff and the comments provided by the public, and collectively expressed support for the Ordinance to ensure the City considers all options prior to making additional major investments into the clubhouse area. The Commission expressed great thanks and appreciation to the citizens who provided comments as their feedback will inform next steps moving forward. Following discussion,

the **Commission voted unanimously (4–0) to recommend approval of Ordinance 923. Staff concurs with this recommendation.**

ATTACHMENTS:

- 1. Written comments regarding Ordinance 923*
- 2. Ordinance 923*

Written Comments from **Don Knoph**
1790 20th Avenue NW
Tuesday, October 21, 2025 at 2:11 PM

Hello,

I am reaching out as a homeowner adjacent to the Brightwood Hills Golf Course. My family have been season pass holders for 7 years, Junior Golf participants for 8 years and Couples League participants for 12 years. Growing up in Columbia Heights, my relationship with golf began at Brightwood Hills 40 years ago.

I respectfully submit my dissent for this concept. Regardless of my deep ties to the course, I would disagree with any rezoning of what is currently public property as these spaces must be protected at all costs. Once these spaces are gone, they are gone forever. Considering rezoning even a portion of the public space should be a line of last resort; it seems this is the place the city started.

The limited information provided to us to date provides the premise being a need to tear down the existing clubhouse based on Facilities Condition Report (FCR) provided by Kraus Anderson in 2024. Of my own volition I requested and reviewed this documentation. The FCR for Brightwood Hills notes areas of concern and provides estimated costs for repair. While it was disheartening to see the city has deferred maintenance to this degree on a 25 year old building, the fact remains the facility is only 25 years old. Nothing in the report points to a need to tear it down and start over. It is not condemned. The majority of repairs can be strategically planned with costs deferred over the next 20 years, if not longer. The capital improvement of the parking lot is not an eminent danger and its current condition does not impede the continued public use.

Has the city really done it's due diligence prior to landing on this as the best path forward? Has a formal solicitation been posted for the site work and asphalt needed? Before venturing a sale of public property to private developers only to lease space back in perpetuity (adding a permanent expense to operations), perhaps this administration should start at square one and establish a precise cost basis for the work needed rather than venturing into the environ of private sector attorneys where it seems to me, the greater good never prevails.

Regards,

Don Knoph
1790 20th Ave NW
New Brighton, MN 55112

Written Comments from **Joni Metz**
2423 Mounds Avenue
Wednesday, October 22, 2025 at 3:12 PM

Hello Ben,

I attended the public hearing yesterday regarding the Brightwood Hills Golf Course and wanted to follow up to clarify the comment I made about the drainage.

As I mentioned, we have spent a lot of time and money to mitigate water issues in our backyard. This includes, but is not limited to, hiring a roofer to install oversized gutters that drain to the front of our house, hiring a contractor to re-grade the backyard near our patio so water drains to the front of our house and ensuring our sump pump drains to the front of our house. We made these decisions after a few rounds of re-drywalling and re-carpeting our lower level.

I should have addressed this when I spoke. Several years ago, a city worker looked at our backyard and told us that the drainage issues at Gracepoint church contribute to the drainage issues in our backyard. I have heard this same statement from several neighbors. Several years ago, work was done in our easement to attempt to rectify some of these issues. This helped to some extent although I believe some neighbors still experience issues.

Given all of this, I want to make sure that whatever is done to fix the issues at Gracepoint will not cause issues on our property. This is the concern that I want to make sure is heard, and I should have been more clear when I spoke. I assumed you were well aware of the drainage issues in our neighborhood as I recently heard the same issue raised by a neighbor during the street repair discussions. I am in support of the project - just afraid of where you plan to route the water as you attempt to fix Gracepoint's issue. We would love to see the plan when complete.

I am including our mayor on this email since she kindly introduced herself and handed me her card before the meeting began. Please feel free to share with the council members so they are also aware of the details related to my concern.

Thank you for all you do and thank you for listening to my concern!

Joni Metz
2423 Mounds Avenue

ORDINANCE NO. 923

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

**AN ORDINANCE TO CONDITIONALLY AMEND THE FUTURE LAND USE
MAP IN THE 2040 NEW BRIGHTON COMPREHENSIVE PLAN, AND
CONDITIONALLY AMEND THE OFFICIAL ZONING MAP FOR LAND IN
AND AROUND THE BRIGHTWOOD HILLS GOLF COURSE CLUBHOUSE**

THE CITY OF NEW BRIGHTON ORDAINS:

SECTION 1. Pursuant to Chapter 2, Section 2.4(A) of the New Brighton Zoning Ordinance and subject to conditions listed herein, the Future Land Use map within the 2040 Comprehensive Plan is amended to assign a yet-to-be determined amount of land around the Brightwood Hills Golf Course Clubhouse at 1975 Silver Lake Road as Mixed Use – Neighborhood Node (see Exhibit A)

PID: 18-30-23-43-0014

SECTION 2. Pursuant to Chapter 2, Section 2.4(A) of the New Brighton Zoning Ordinance and subject to conditions listed herein, the Future Land Use map within the 2040 Comprehensive Plan is amended to assign the Grace Point Church Property at 2351 Rice Creek Road as Mixed Use – Neighborhood Node (see Exhibit A)

PID: 18-30-23-43-0043

SECTION 3. Pursuant to Chapter 2, Section 2.4(B) of the New Brighton Zoning Ordinance and subject to conditions listed herein, the Official Zoning Map of the City of New Brighton is amended to assign a yet-to-be determined amount of land around the Brightwood Hills Golf Course Clubhouse at 1975 Silver Lake Road as Mixed Use Neighborhood – MUN (see Exhibit B)

PID: 18-30-23-43-0014

SECTION 4. Pursuant to Chapter 2, Section 2.4(A) of the New Brighton Zoning Ordinance and subject to conditions listed herein, the Official Zoning Map of the City of New Brighton is amended to assign the Grace Point Church Property at 2351 Rice Creek Road as Mixed Use Neighborhood – MUN (see Exhibit B)

PID: 18-30-23-43-0043

SECTION 5. Changes to the Comprehensive Plan and Official Zoning Map outlined in Sections 1 through 4 of Ordinance 923 shall only take effect upon the passage of a resolution by the City Council finding that a public/private development proposal meets all of the following conditions:

- A. A viable public/private partnership to replace the existing Brightwood Hills Clubhouse is identified allowing for the addition of housing units on the Brightwood Hills Clubhouse site. Viability may include but shall not be limited to:
 - i. A site layout that makes sense for this area that serves to support the golf course;
 - ii. An architectural design for the building that adds to the site;
 - iii. An ownership or leasing arrangement acceptable to the City; and
 - iv. Financing that makes sense for all parties.
- B. That the proposed redevelopment site can be successfully partitioned off from the larger golf course property in a manner that does not impact the existing golf course in any substantial way or the City's ownership and control of the golf course amenity;
- C. That the final development plan successfully addresses all needs on the site as determined by the City Council which are presumed to include:
 - i. Provision of a new clubhouse acceptable to the City;
 - ii. Space for a mix of additional uses to support the golf course (i.e. a restaurant, a golf simulator, improved rental space, indoor storage space for golf carts, etc.);
 - iii. Ample surface and subsurface parking to accommodate all uses;
 - iv. ADA compliant walkways and entries;
 - v. Solutions to existing drainage problems affecting this property and the adjacent Grace Point church property; and
 - vi. Approval of a Developer's Agreement that ensures successful completion of the approved plan.

SECTION 6. Changes to the Comprehensive Plan and Official Zoning Map outlined in Sections 2 and 4 of Ordinance 923 shall only take effect upon the passage of a resolution by the City Council finding that the Grace Point Church property was included within the final approved and authorized development plan.

SECTION 7. Effective Date

This ordinance shall take effect upon its adoption by the city council, its publication in the city's official newspaper, and the completion of the listed conditions.

ADOPTED this 28th day of October 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

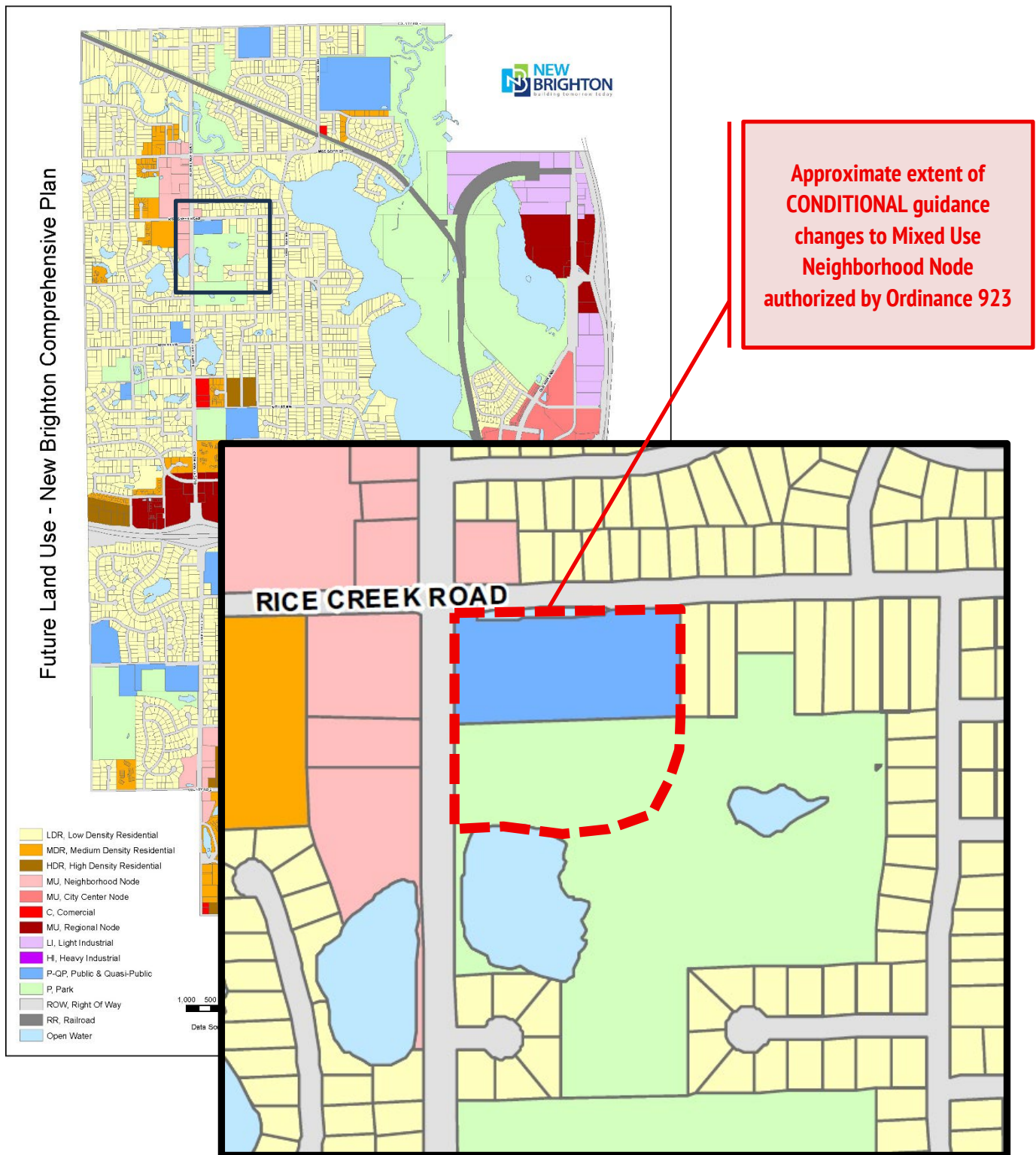
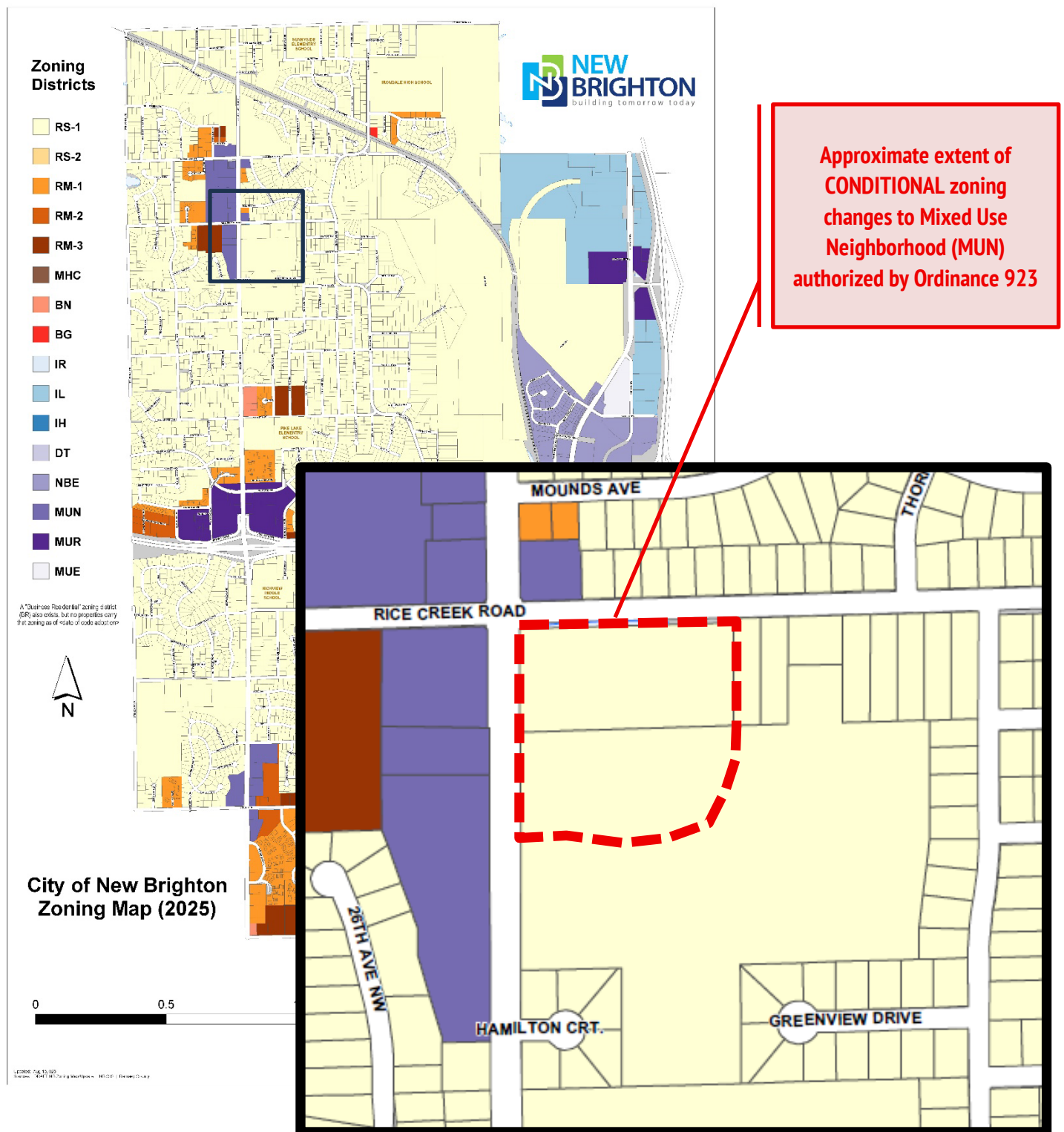


EXHIBIT B





Agenda Section:	Council Business
Report Date:	10/22/2025
Meeting Date:	October 28, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Summary Publication Resolution for Ordinance 923

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:

Because the ordinance includes maps that would be expensive to publish, state statute allows for publication by summary. This resolution would authorize the summary paragraph to be published to put the ordinance into effect.

Recommendations:

Approval of the summary publication resolution

Applicable Deadlines:

None.

Community Impact:	Saves the City significant dollars in publication costs.
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Legislative History:	• The Planning Commission held a public hearing on Ordinance 923 on 10/21/25 • Council is scheduled to make a decision on Ordinance 923 on 10/28/25
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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: saves money on publication
	Financing Sources:	Budgeted	Budget Modification	
	New Revenue	Use of Reserves	Other	

Attachments:	<table> <tr> <td>1.</td><td>Summary Publication Resolution</td></tr> </table>	1.	Summary Publication Resolution
1.	Summary Publication Resolution		

RESOLUTION _____
CITY COUNCIL
CITY OF NEW BRIGHTON

**RESOLUTION AUTHORIZING PUBLICATION OF
ORDINANCE NO. 923 BY TITLE AND SUMMARY**

WHEREAS, the city council of the City of New Brighton has adopted Ordinance No. 923 an ordinance to change the guidance and zoning of land around the Brightwood Hills Clubhouse to Mixed Use Neighborhood; and

WHEREAS, the ordinance includes maps; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton, that the City Clerk shall cause the following summary of Ordinance No. 923 be published in the official newspaper in lieu of the entire ordinance:

Public Notice

The City Council of the City of New Brighton has adopted Ordinance No. 923 which conditionally changes the guidance and zoning of land around the Brightwood Hills Clubhouse to Mixed Use Neighborhood designations. The changes will allow the city to explore options for public-private partnerships to replace the clubhouse. The City would gain an economically advantageous pathway to replacing the clubhouse and position the golf course for continuous success, and a developer would gain the right to create housing units (likely) above the new clubhouse. A development concept could also address parking, drainage, and access issues for both the golf course property and the Grace Point Church property to the north of the clubhouse. The proposed changes to land use guidance and zoning approved by Ordinance 923 would ONLY take effect on land included in a development proposal, and only if a final development plan is acceptable to the city.

Mayor Kari Niedfeldt-Thomas

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

Adopted this _____ **day of** _____, **2025** by the City of New Brighton City Council with voting as follows:

Mayor Kari Niedfeldt-Thomas: _____

Jeanne Vint Frischman: _____

Graeme Allen: _____

Jason Steffenhagen: _____

Emily Dunsworth: _____

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk



Agenda Section:	Council Business
Report Date:	09/30/2025
Meeting Date:	October 28, 2025

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Acceptance of the Third Quarter 2025 Interim Financial Report

Action Requested:

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

Form of Action:

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

Votes Needed:

<u>3 Votes:</u>	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 Third Quarter 2025 Interim Financial Report.

Applicable Deadlines:

October 31, 2025

Community Impact:

Sound financial management ensures the City's ability to continue

	funding the programs and services the community relies on.
--	--

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:	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:	1.	Q3 2025 Quarterly Financial Report
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QUARTERLY FINANCIAL REPORT

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AS OF SEPTEMBER 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 September 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 are considered to be significant. **At the end of the third quarter, this includes a variance of less than 70% or more than 80%.** 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.

This third quarter financial report also includes year-end projections for the General Fund.

Also included in this report is a summary of the City's investment portfolio as of September 30, 2025.

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 September 30, 2025

	Amended Budget	YTD Balance 9/30/2025	Available Balance	% Budget Used		YTD Balance 9/30/2024
Revenues						
Taxes	\$ 14,493,200	\$ 7,379,797	\$ 7,113,403	51%	(1)	\$ 6,954,270
Franchise Taxes	1,255,000	724,488	530,512	58%	(2)	731,681
Licenses	201,500	304,278	(102,778)	151%	(3)	207,038
Permits	500,000	602,576	(102,576)	121%	(4)	675,064
Intergovernmental	1,077,700	430,178	647,522	40%	(5)	342,163
Charges for Service	5,082,800	4,135,724	947,076	81%	(6)	3,759,915
Fines & Forfeitures	55,000	49,449	5,551	90%	(7)	40,279
Investment Income	125,000	170,745	(45,745)	137%	(8)	119,391
Rents/Leases	386,200	372,542	13,658	96%	(9)	361,294
Miscellaneous	50,000	74,036	(24,036)	148%	(10)	62,555
Transfers In	795,900	564,750	231,150	71%		753,435
Total Revenues	\$ 24,022,300	\$ 14,808,563	\$ 9,213,737	62%		\$ 14,007,085
Expenditures						
Administration:						
Council	\$ 43,800	\$ 31,363	\$ 12,437	72%		\$ 31,669
Administration	1,465,000	1,036,753	428,247	71%		995,354
Elections	152,100	86,798	65,302	57%	(11)	105,083
Legal	130,000	109,679	20,321	84%	(12)	84,505
Central Services	233,700	174,171	59,529	75%		148,096
Finance:						
Finance	810,000	594,538	215,462	73%		558,774
License Bureau	794,800	532,186	262,614	67%	(13)	508,287
Passports	343,400	247,663	95,737	72%		193,658
DCAD						
Engineering	576,400	389,726	186,674	68%	(14)	376,807
Streets	414,800	250,319	164,481	60%	(15)	257,257
Garage	735,700	519,391	216,309	71%		524,181
Community Development	984,600	715,646	268,954	73%		684,803
Recycling	416,800	278,024	138,776	67%	(16)	254,551
Parks and Recreation:						
Parks	1,930,700	1,392,066	538,634	72%		1,233,948
Forestry	320,300	207,853	112,447	65%	(17)	214,134
Recreation Programs	1,164,900	964,896	200,004	83%	(18)	795,488
Community Center	2,364,900	1,690,917	673,983	72%		1,458,419
Golf Course	406,400	341,363	65,037	84%	(18)	284,760
Public Safety:						
Police	7,401,600	5,070,843	2,330,757	69%	(19)	4,746,922
Fire	1,436,400	846,397	590,003	59%	(20)	818,185
Transfers Out	2,878,100	660,000	2,218,100	23%	(21)	797,600
Turnover Ratio	(299,000)	-	(299,000)	0%	(22)	-
Total Expenditures	\$ 24,705,400	\$ 16,140,592	\$ 8,564,808	65%		\$ 15,072,483
Net Revenues Over/ (Under) Expenditures	\$ (683,100)	\$ (1,332,030)				

General Fund (continued)

Comments on Items with Less than 70% or More than 80% of Budget Used

- (1) The first half **property tax levy** was received in June/July. The second half will be received in November/December.
- (2) **Franchise taxes** are received on a quarterly basis, in the month following the end of the quarter. The Q3 franchise taxes will be received in late October.
- (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) **Permit** revenue includes applications for a large project at Highview Middle School, an office remodel at API and deck replacements at The View Apartments.
- (5) A large portion of budgeted **Intergovernmental** revenues is related to State Police and Fire Aid, which was received on October 1.
- (6) **Charges for Service** 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) **Investment Income** is higher than expected due to conservative budgeting and increased portfolio yield.
- (9) The majority of the City's **Rent** income derives from its 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.
- (10) **Miscellaneous** revenue includes higher than expected quarterly purchasing card rebates which vary based on purchasing card spending, as well as a \$10,000 donation for a memorial bench at Lions Park.
- (11) The **Elections** expenditures are under budget as we have not yet received the third quarter invoice for the Ramsey County election service contract.
- (12) **Legal** expenditures fluctuate throughout the year on an as-needed basis.
- (13) **License Bureau** expenditures are lower than expected due to a full-time position vacancy that has not been filled all year.
- (14) **Engineering** expenditures are less than expected due to less than expected overtime hours worked as well as a change in health benefit elections.
- (15) The **Street** department experienced personnel savings due to a vacant position during the first half of the year. Materials and supplies expense is also low, but a large salt order will be placed soon.
- (16) **Recycling** expenditures only include eight months of hauler invoices at the end of September. The September invoice has been paid in October.
- (17) **Forestry** materials and supplies expense, which fluctuate throughout the year on an as-needed basis, have been low in 2025.
- (18) **Recreation Programs** and **Golf Course** expenditures are higher than expected at the end of the third quarter as the majority of budgeted expenditures occurred during the summer months.
- (19) The **Police** Department experienced several vacancies in the department through the end of the third quarter as well as lower than expected electricity, natural gas and cleaning bills.
- (20) 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 October of each year. Additionally, only 60% of budgeted personnel has been spent based on calls for service so far this year.
- (21) **Transfers Out** generally occur at the end of the year, unless budget amendments are made mid-year.
- (22) 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.

General Fund (continued)

At the end of the third quarter, the **General Fund** has \$9.4 million in available reserves or 39% of the 2026 preliminary 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%.

2025 Year-End Revenue Projections

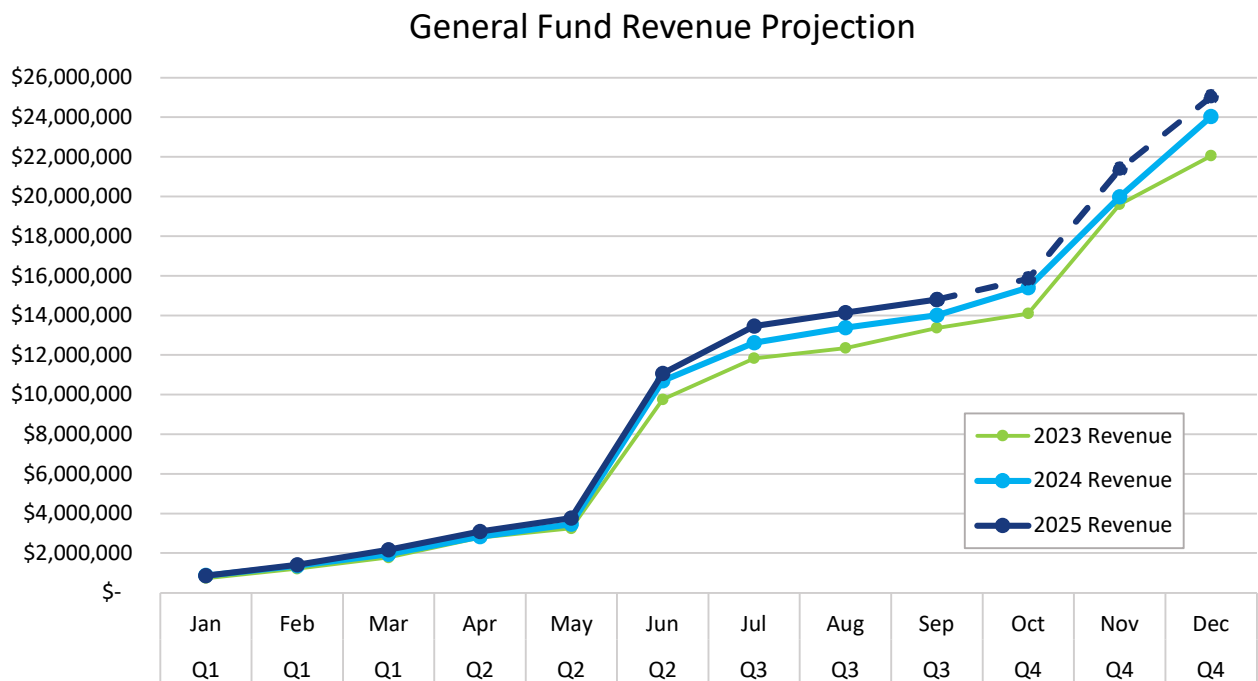
It is currently projected that by the end of 2025, the **General Fund** will have received \$25,036,700 in revenue, which is \$1,014,400 over budget. For comparison, 2024 revenues came in \$1,204,200 over budget and 2023 revenues came in \$1,080,300 over budget.

The projected budget-to-actual variance in 2025 is related to several factors. For intergovernmental revenues, the State allocated \$141,100 more for Police and Fire State Aid than estimated, and the City received a \$52,000 pass-through incentive payment to transition the Fire Relief Association to the PERA SVF Plan.

Charges for services are projected to come in over budget by \$135,300 due to increased Golf Course activity, NBCC memberships, and program participation, and an additional \$41,400 due to increased activity in the Passports Office.

Investment-related revenue is projected to end the year at \$365,000 over budget: \$175,000 from interest revenues which are budgeted conservatively and consistently year-over-year, and \$190,000 from the unbudgeted year-end adjustment to fair market value.

License and Permit revenues are projected to end the year \$202,300 over budget due to large commercial projects conducted during the year as well as increased ROW license fees.

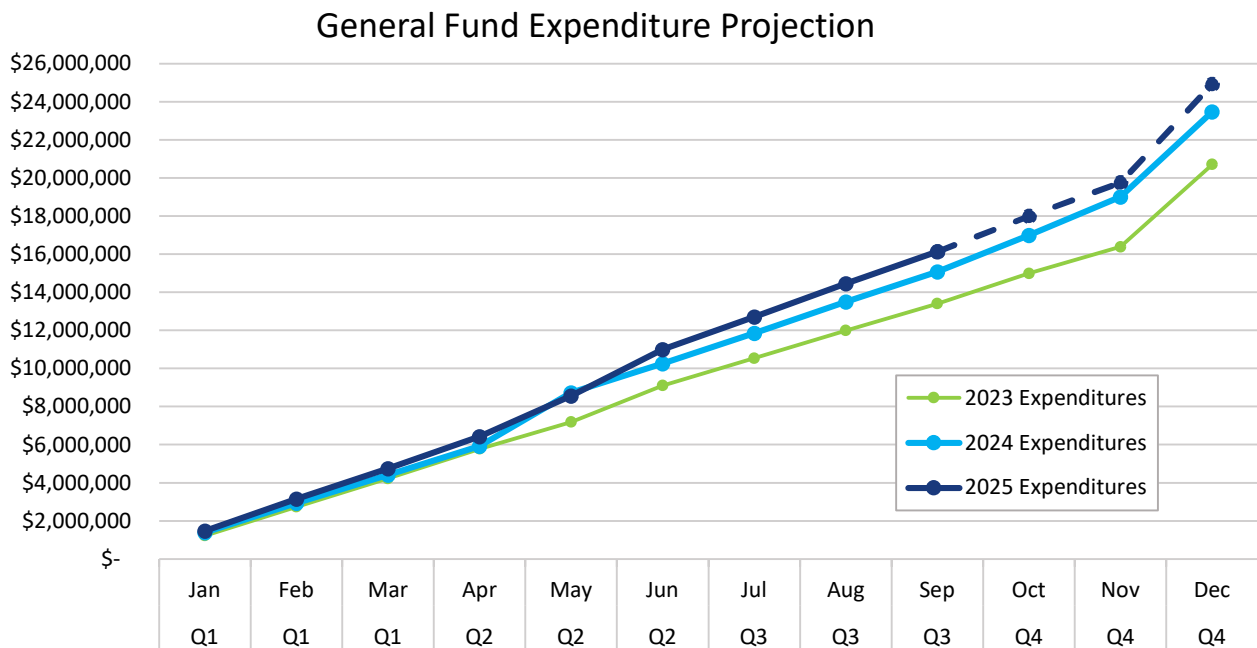


General Fund (continued)

2025 Year-End Expenditure Projections

It is currently projected that by the end of 2025, the **General Fund** will have incurred \$24,929,000 in expenditures, which is \$223,550 over budget. For comparison, 2024 expenditures came in \$187,800 under budget and 2023 expenditures came in \$400,600 under budget.

The projected budget-to-actual variance is related to a mix of factors. Personnel expenditures are expected to come in \$190,800 under budget primarily due to continued vacancies in the Public Safety department. External service expenditures are projected to come in \$310,800 over budget due to increased credit card fees (\$196,900) and the increase to the pass through of Fire State Aid to the PERA SVF Plan (\$98,000). Materials and supplies expenditures are also projected to be \$105,100 over budget related to park maintenance costs and police uniforms and equipment.



2025 Year-End Fund Balance Projections

It is currently projected that by the end of 2025, the **General Fund** balance will total \$10,826,200. This exceeds the City's Fund Balance Policy goals of a minimum fund balance of \$8,496,800 and a target fund balance of \$9,930,400.

Total Projected Revenue	\$ 25,036,700
Total Projected Expenditures	\$ (24,245,900)
Revenues Over(Under) Expenditures	\$ 790,800
Budgeted Use of Fund Balance	\$ (683,100)
Net Effect on Fund Balance	\$ 107,700
2024 General Fund Balance	\$ 10,718,500
2025 Projected General Fund Balance	\$ 10,826,200

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 September 30, 2025

	Adopted Budget	YTD Balance 9/30/2025	Available Balance	% Budget Used	YTD Balance 9/30/2024
Revenues					
Intergovernmental	\$ -	\$ 28,160	(28,160)	100% (1)	\$ -
Charges for Service	4,360,500	2,528,883	1,831,617	58% (2)	2,363,845
Investment Interest	77,000	65,280	11,720	85% (3)	47,052
Miscellaneous	-	342,935	(342,935)	100% (4)	-
Total Revenues	\$ 4,437,500	\$ 2,965,258	\$ 1,472,242	67%	\$ 2,410,897
Expenditures					
Personnel	\$ 1,131,100	\$ 746,730	\$ 384,370	66% (5)	\$ 763,861
Materials	160,000	138,264	21,736	86% (6)	102,908
Contractual Service	894,800	773,736	121,064	86% (7)	591,130
Interfund Loan Interest	31,900	16,722	15,178	52% (8)	24,057
Transfers Out	363,800	272,853	90,947	75%	275,220
Total Operating	2,581,600	1,948,305	633,295	75%	1,757,176
Capital	1,990,500	455,298		(9)	
Total Expenditures	\$ 4,572,100	\$ 2,403,603			
Net Revenues Over/(Under)					
Expenditures	\$ (134,600)	\$ 561,655			

Comments on Items with Less than 70% or More than 80% of Budget Used

- (1) **Intergovernmental** revenue includes an unbudgeted Water Efficiency Grant from Metropolitan Council. The grant was used to replace 85 toilets at Garden View Apartments.
- (2) **Charges for Service** revenue only includes about seven months of activity as of the end of the third quarter. This is merely due to the timing of our quarterly bills.
- (3) **Investment Interest** revenue is reporting higher than expected due to increased portfolio yield and a higher cash balance.
- (4) **Miscellaneous revenue** includes the City's first PFAS settlements.
- (5) The Water Fund experienced **personnel** savings due to a vacant position during the first half of the year.
- (6) **Materials** are purchased as needed throughout the year for work done on water meters, water mains, and other water-related maintenance work.
- (7) **Contractual Services** expenditures are higher than expected due to the number of water main breaks that have occurred through the third quarter.
- (8) **Interfund Loan Interest** is paid in May and November of each year.
- (9) Budgeted **Capital** expenditures for the year include WTP 3,4,5 and Well House 8 building improvements (deferred to 2026), re-painting of the Forestdale water tower, and water infrastructure related to the 2025 Street Construction project. Expenditures recorded to date are only related to the water tower.

As of September 30, 2025, the **Water Utility Fund** has a positive cash balance of \$4,021,263.

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 September 30, 2025

	Adopted Budget	YTD Balance 9/30/2025	Available Balance	% Budget Used	YTD Balance 9/30/2024
Revenues					
Charges for Service	\$ 4,513,700	\$ 2,527,882	\$ 1,985,818	56% (1)	\$ 2,366,238
Investment Interest	26,000	15,407	10,593	59% (2)	15,555
Assessment Interest	20,000	11,143	8,857	56% (3)	10,793
Total Revenues	\$ 4,559,700	\$ 2,554,432	\$ 2,005,268	56%	\$ 2,392,586
Expenditures					
Personnel	\$ 656,000	\$ 431,953	\$ 224,047	66% (4)	\$ 441,289
Materials	30,000	32,015	(2,015)	107% (5)	16,272
Contractual Service	3,240,300	2,351,112	889,188	73%	2,233,083
Miscellaneous	-	39,526	(39,526)	100% (6)	-
Transfers Out	239,400	179,550	59,850	75%	179,550
Total Operating	4,165,700	3,034,156	1,131,544	73%	2,870,194
Capital	522,000	8,836		(7)	
Total Expenditures	\$ 4,687,700	\$ 3,042,992			
Net Revenues Over/(Under)					
Expenditures	\$ (128,000)	\$ (488,560)			

Comments on Items with Less than 70% or More than 80% of Budget Used

- (1) **Charges for Service** revenue only includes about seven months of activity as of the end of the third quarter. This is merely due to the timing of our quarterly bills.
- (2) **Investment Interest** revenue is reporting lower than expected due to a lower cash balance.
- (3) Most of the **Assessment Interest** is recorded twice per year when delinquent utility bills are certified to the County in June and November.
- (4) The Sewer Fund experienced **personnel** savings due to a vacant position during the first half of the year.
- (5) **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.
- (6) **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.
- (7) Budgeted **capital** expenditures for the year include sewer lining (deferred to 2026), 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 September 30, 2025, the **Sewer Utility Fund** has a positive cash balance of \$920,431.

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 September 30, 2025

	Adopted Budget	YTD Balance 9/30/2025	Available Balance	% Budget Used	YTD Balance 9/30/2024
Revenues					
Intergovernmental	\$ -	\$ 115,840	\$ (115,840)	100% (1)	\$ 1,615
Charges for Service	1,374,700	797,084	577,616	58% (2)	764,158
Investment Interest	24,000	26,374	(2,374)	110% (3)	15,217
Total Revenues	\$ 1,398,700	\$ 939,298	\$ 459,402	67%	\$ 780,990
Expenditures					
Personnel	\$ 255,100	\$ 162,914	\$ 92,186	64% (4)	\$ 170,626
Materials	32,000	13,756	18,244	43% (5)	23,077
Contractual Service	342,200	316,847	25,353	93% (6)	238,354
Interfund Loan Interest	91,200	47,047	44,153	52% (7)	40,133
Transfers Out	118,200	89,147	29,053	75%	87,147
Total Operating	838,700	629,711	208,989	75%	559,337
Capital	726,000	-		(8)	
Total Expenditures	\$ 1,564,700	\$ 629,711			
Net Revenues Over/(Under)					
Expenditures	\$ (166,000)	\$ 309,587			

Comments on Items with Less than 70% or More than 80% of Budget Used

- (1) **Intergovernmental** revenue includes a Minnesota Pollution Control Agency reimbursement grant for the 10th Street NW/County ditch project and a Rice Creek Watershed District grant for the 4th Street NW Storm Sewer Improvements project.
- (2) **Charges for Service** revenue only includes about seven months of activity as of the end of the third quarter. This is merely due to the timing of our quarterly bills.
- (3) **Investment Interest** revenue is reporting higher than expected due to increased portfolio yield and a higher cash balance.
- (4) **Personnel** expenditures are lower than expected due to unused budgeted overtime and low compensated absence expense.
- (5) **Materials** are purchased as needed throughout the year for stormwater-related maintenance work.
- (6) **Contractual Service** expenditures are high due to unbudgeted grant-related work.
- (7) **Interfund Loan Interest** is paid in May and November of each year.
- (8) 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 be recognized later in the year.

As of September 30, 2025, the **Stormwater Management Fund** has a positive cash balance of \$1,550,780.

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 September 30, 2025

	Adopted Budget	YTD Balance 9/30/2025	Available Balance	% Budget Used	YTD Balance 9/30/2024
Revenues					
Charges for Service	\$ 364,000	\$ 214,261	\$ 149,739	59% (1)	\$ 210,116
Investment Interest	13,000	1,518	11,482	12% (2)	8,560
Miscellaneous	0	6,411	(6,411)	100% (3)	-
Total Revenues	\$ 377,000	\$ 222,190	\$ 154,810	59%	\$ 218,676
Expenditures					
Materials	1,000	-	1,000	0% (4)	372
Contractual Service	215,300	143,722	71,578	67% (5)	125,053
Interfund Loan Interest	22,600	11,821	10,779	52% (6)	13,801
Transfers Out	33,600	25,200	8,400	75%	25,200
Total Expenditures	272,500	180,743	91,757	66%	164,426
Capital	80,000	104,404		(7)	
Total Expenditures	\$ 352,500	\$ 285,147			
Net Revenues Over/(Under)					
Expenditures	\$ 24,500	\$ (62,957)			

Comments on Items with Less than 70% or More than 80% of Budget Used

- (1) **Charges for Service** revenue only includes about seven months of activity as of the end of the third quarter. This is merely due to the timing of our quarterly bills.
- (2) **Investment Interest** revenue is reporting lower than expected due to a lower cash balance.
- (3) **Miscellaneous** revenue includes a reimbursement from Arden Hills for traffic signal painting on shared streets.
- (4) **Materials** are purchased as needed throughout the year for street light-related work.
- (5) **Contractual Service** expenditures include electricity bills, which are lower than expected this year.
- (6) **Interfund Loan Interest** is paid in May and November of each year.
- (7) Budgeted **capital** expenditures include traffic signal painting. The overbudgeted amount has been or will be reimbursed by neighboring cities.

As of September 30, 2025, the **Street Light System Fund** has a positive cash balance of \$1,921. The \$200,000 planned interfund loan will be executed on November 1.

Investments

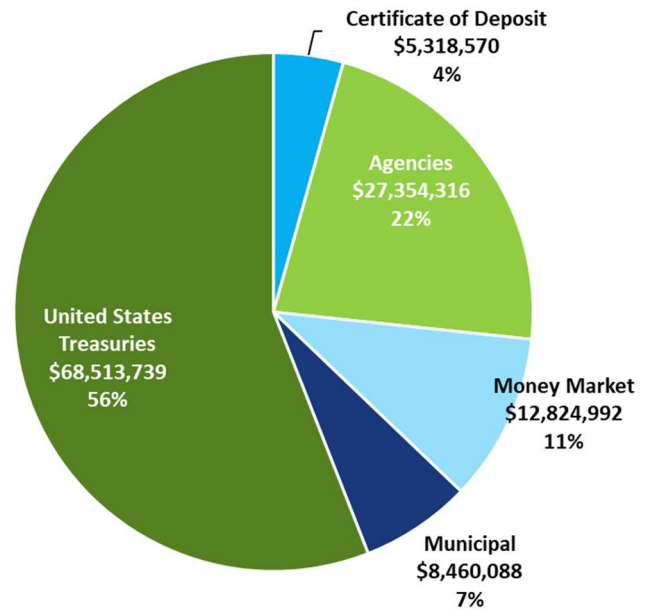
It is the policy of the City to invest public funds in a low-risk manner that will preserve principal while meeting the daily cash flow demands of the City's operations, and conform to all federal, state and local regulations governing the investment of public funds. The portfolio is designed to provide the highest investment return available within these parameters.

Portfolio Characteristics

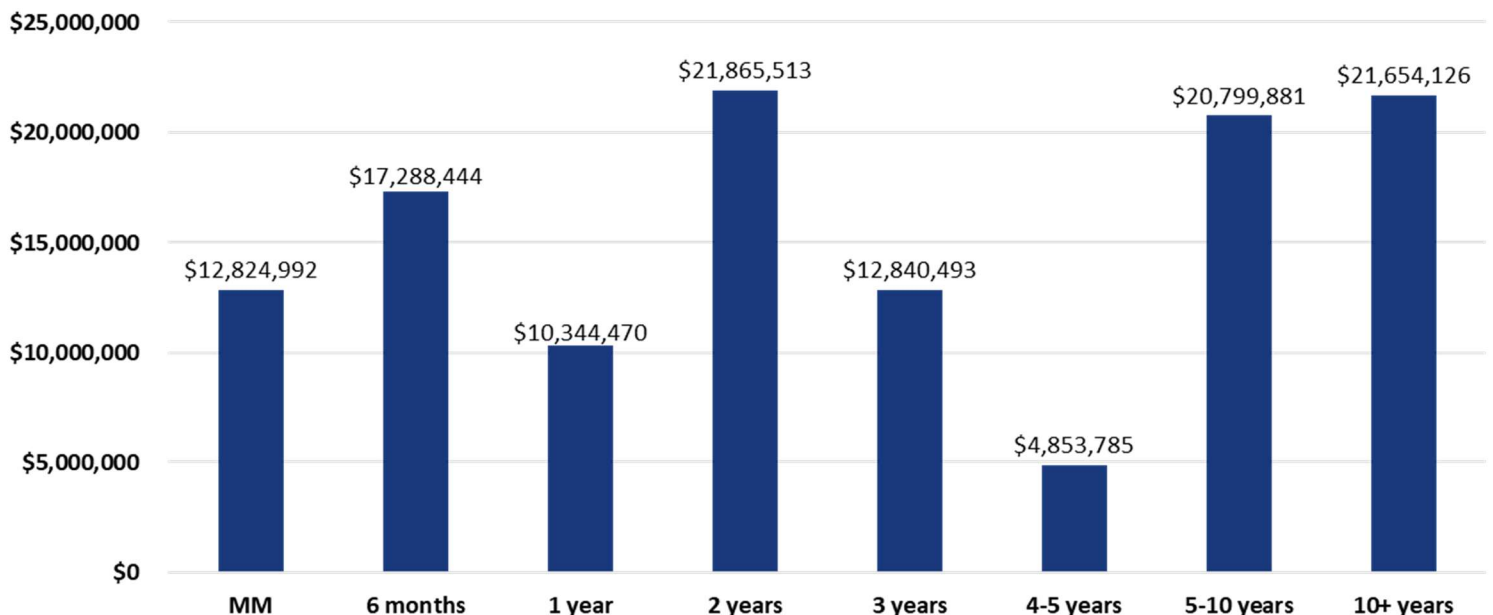
Book Value	\$122,471,705
Market Value	\$122,664,654
Unrealized Gain(Loss)	\$ 192,949
YTD Earnings	\$ 3,599,272
Yield to Maturity	3.43%

*An unrealized gain is an increase 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 not intended to be sold, but instead held to maturity. The unrealized gain is a function of declining interest rates.

City of New Brighton Investment Portfolio
as of 9/30/25 By Investment Type



City of New Brighton Investment Portfolio as of 9/30/25 By Maturity Date

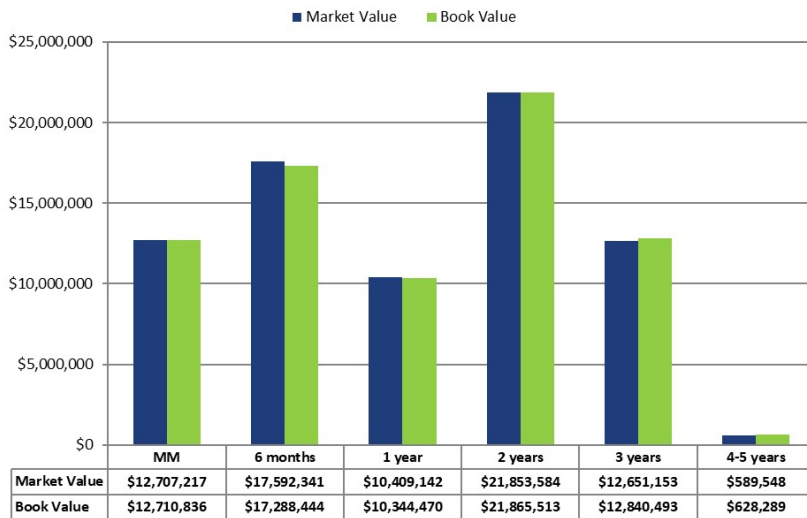


Investments (continued)

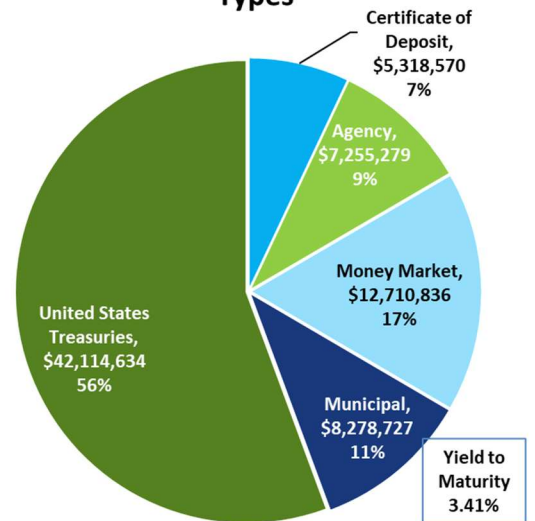
Portfolio by Investment Manager

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 \$47 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.

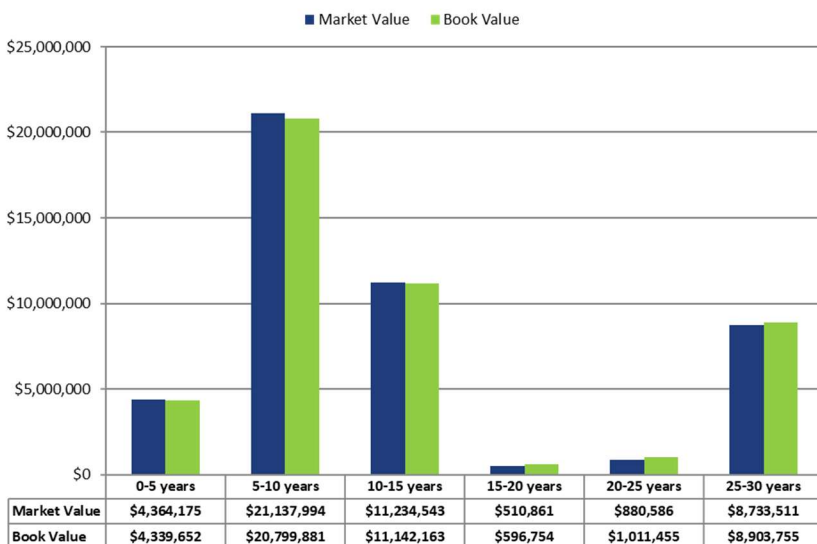
Internally-Managed Maturities



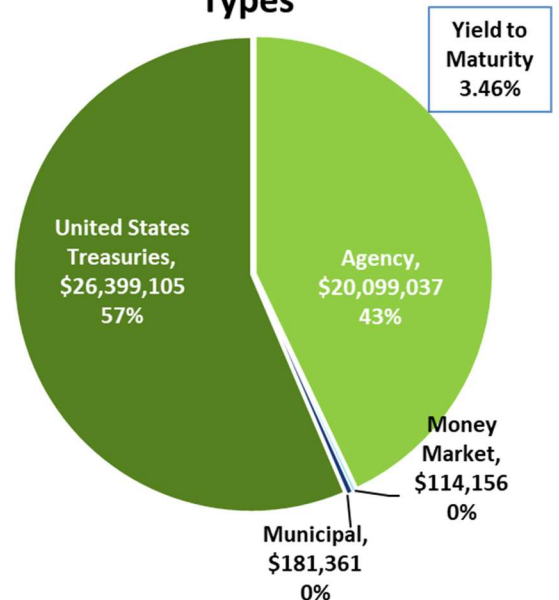
Internally-Managed Investment Types



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 third quarter from 3.45% to 3.43%. Interest rates on 6-month and 2-year investment offerings continued to decrease during the third quarter.

