



**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 April 28, 2026**

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. Oath of Office for Police Officers Matthew Sutter and Marissa Winterlin
2. Police Week 2026 Proclamation

3. Proclamation Declaring May Arbor Month and May 8 Arbor Day

VI. Consent Agenda

1. Consider Approval of Payments
2. Consider Approval of City Council Minutes
 - a. April 7, 2026 Worksession Minutes
 - b. April 14, 2026 Worksession Minutes
 - c. April 14, 2026 City Council Minutes
3. Accept Receipt of Commission Minutes
 - a. March 19, 2026 Equity Commission Meeting
4. Consider Approval of 2026-2027 Master Labor Agreement between Local 49 and the City of New Brighton
5. Consider Memorandum of Understanding between Local 49 and the City of New Brighton to establish summer work hours
6. Consider Memorandum of Understanding between local 49 and the City of New Brighton to establish the City's participation in the Central Pension Fund
7. Consider Application for Solicitor License for Lionheart Building and Consultants.
8. Consider Accepting New Brighton Lions Club Donation for a Safety Fair Event
9. Consider Professional Services Agreement with Barr Engineering for American Water Infrastructure (AWIA) Updates
10. Consideration of Quote for Storm Sewer Lining
11. Consideration of 2026 Aries High Definition CCTV Voyager Command Center Equipment Upgrade
12. Consider Resolution Approving Plans and Specifications and Authorization to Advertise for Bids for Public Improvement Project 26-1, 2026 Street Rehabilitation
13. Consider Acceptance of the First Quarter 2026 Interim Financial Reports
14. Resolution to Consider Purchase Agreement for the Purchase of Certain Property from Barbara Jean Tall Revocable Trust
15. Resolution Approving a Purchase Agreement for the Purchase of Certain Property located at 77 2nd Street SE.
16. Consider Authorizing the City Manager and Mayor to Sign a Lease Agreement with the Minnesota Chiefs of Police Association
17. Consider a Resolution approving a Conditional Use Permit Amendment to allow T-

Mobile to add a backup power generator to their existing equipment at 700 Silver Lake Road NW.

18. Consider a Resolution Approving a Preliminary and Final Plat entitled Lakeside North Addition for a subdivision of land at 1200 Foss Road.
19. Consider Authorizing Staff to Sign Agreements with Marco for Server Hardware Support and Server OS Licensing

VII. Public Hearings

VIII. Council Business

IX. Commission Liason Reports, Announcements, and Updates

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

X. Adjournment

Proclamation

WHEREAS, in 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week; and

WHEREAS, there are more than 800,000 sworn law enforcement officers serving in communities across the United States, including the dedicated members of the New Brighton Department of Public Safety; and

WHEREAS, New Brighton Police Officers play an essential role in safeguarding the rights and freedoms of our community members and in protecting the lives and property of all in the City of New Brighton; and

WHEREAS, it is important that people throughout our city know and understand the roles and responsibilities of its public safety department and partner with it to ensure the common goal of a safe community; and

WHEREAS, it is fitting and proper that we express our gratitude for the dedicated service and courageous deeds of our New Brighton Police Officers and for the contribution they have made to the safety and well-being of the City of New Brighton;

WHEREAS, the service and sacrifice of Ramsey County Suburban Law Enforcement officers killed in the line of duty will be honored during the annual memorial ceremony on May 14, 2026;

NOW, THEREFORE I, KARI NIEDFELDT-THOMAS, Mayor of The City of New Brighton, Minnesota do hereby proclaim May 10-16, 2026:

Police Week

in the City of New Brighton.



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 April, 2026.

KARI NIEDFELDT-THOMAS – MAYOR

Proclamation

WHEREAS the City of New Brighton has been recognized by the National Arbor Day Foundation as a Tree City USA for 43 consecutive years, and

WHEREAS Trees in our City beautify our surroundings, shade our parks and residences, increase property values and enhance the economic vitality of business areas, and

WHEREAS Minnesota is at risk to lose over one billion ash trees due to emerald ash borer, potentially increasing CO2 emissions and flooding, and

WHEREAS A healthy tree canopy decreases temperatures along streets providing cooler spaces in the summertime for recreation and commerce, and

WHEREAS Approximately three-quarters of Minnesotans get their drinking water from the forested parts of the state; and

WHEREAS Trees reduce stormwater runoff and act as a filter, preventing sediments and pollutants from washing into waterways, and

WHEREAS Trees capture carbon from the atmosphere and store it in their trunks, roots, and soil;

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

May 8th as Arbor Day and The Month of May as Arbor Month

In the City of New Brighton.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Brighton, Minnesota to be affixed this 9th day of May, 2023.



Agenda Section:	Consent Agenda
Meeting Date:	April 28, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of Payments

Action Requested:
Motion

Form of Action:
Other

Votes Needed:
3 Votes

Summary Statement:	<p>The following summary of claims have been submitted to the City’s Finance Department for payment. A detailed listing is also attached.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>EFT:</td> <td>\$47,635.08</td> </tr> <tr> <td>ACH:</td> <td>\$367,348.60</td> </tr> <tr> <td>Check:</td> <td>\$71,696.59</td> </tr> <tr> <td>Total:</td> <td>\$486,680.27</td> </tr> </table>	EFT:	\$47,635.08	ACH:	\$367,348.60	Check:	\$71,696.59	Total:	\$486,680.27
EFT:	\$47,635.08								
ACH:	\$367,348.60								
Check:	\$71,696.59								
Total:	\$486,680.27								

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

Applicable Deadlines: The Council Meeting immediately following the disbursement of funds.

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:	<u>Operational Effectiveness</u>
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Fiscal Impact:	Financial Consideration?	No Yes: \$486,680.27
	Revenue/Expenditure Amount:	\$
	Financing Source:	<u>Budgeted</u> <u>Budget Modification</u> <u>Revenue</u> <u>Other</u> <u>N/A</u>
	Notes:	

Attachments:	<table border="1" style="width: 100%;"> <tr> <td style="width: 10%;">1.</td> <td>VI_1 Consider Approval of Payments Xcel</td> </tr> </table>	1.	VI_1 Consider Approval of Payments Xcel
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VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
04/01/2026	FISERV	NBCC MAR 2026 ACH FEES	43.97
04/01/2026	FISERV	NBCC MAR 2026 ACH FEES	65.96
			<u>109.93</u>
04/01/2026	FISERV	GOLF MARCH 2026 CC FEES	621.20
04/01/2026	FISERV	NBCC MAR 2026 CC FEES	1,043.42
04/01/2026	FISERV	NBCC MAR 2026 CC FEES	1,565.12
			<u>2,608.54</u>
04/01/2026	FISERV	WEB MAR 2026 CC FEES	1,499.80
04/01/2026	FISERV	WEB MAR 2026 CC FEES	2,249.71
			<u>3,749.51</u>
04/09/2026	XCEL ENERGY	WELLS & LIFT STATIONS 02/18-03/20/26	8,200.45
04/09/2026	XCEL ENERGY	WELLS & LIFT STATIONS 02/18-03/20/26	5,907.50
04/09/2026	XCEL ENERGY	WELLS & LIFT STATIONS 02/18-03/20/26	617.48
04/09/2026	XCEL ENERGY	WELLS & LIFT STATIONS 02/18-03/20/26	42.91
04/09/2026	XCEL ENERGY	WELLS & LIFT STATIONS 02/18-03/20/26	312.97
04/09/2026	XCEL ENERGY	WELLS & LIFT STATIONS 02/18-03/20/26	1,173.02
04/09/2026	XCEL ENERGY	WELLS & LIFT STATIONS 02/18-03/20/26	16,623.39
04/09/2026	XCEL ENERGY	WELLS & LIFT STATIONS 02/18-03/20/26	7,654.99
04/09/2026	XCEL ENERGY	WELLS & LIFT STATIONS 02/18-03/20/26	13.19
			<u>40,545.90</u>
04/10/2026	A-1 HYDRAULIC SALES & SERVICE	RAM REBUILD PARKS SWEEPER ATTACHMENT	228.08
04/10/2026	ALEXANDER-SUSENS, TIFFANY	MARCH 2026 DEALER RUNS	94.25
04/10/2026	ANCHOR SOLAR INVESTMENTS, LLC	SOLAR POWER PAYMENT - APRIL	1,674.27
04/10/2026	ANCHOR SOLAR INVESTMENTS, LLC	SOLAR POWER PAYMENT - APRIL	412.22
04/10/2026	ANCHOR SOLAR INVESTMENTS, LLC	SOLAR POWER PAYMENT - APRIL	412.22
04/10/2026	ANCHOR SOLAR INVESTMENTS, LLC	SOLAR POWER PAYMENT - APRIL	343.40
04/10/2026	ANCHOR SOLAR INVESTMENTS, LLC	SOLAR POWER PAYMENT - APRIL	1,271.30
			<u>4,113.41</u>
04/10/2026	BARR ENGINEERING COMPANY	NBE 2023 POST RA ASSISTANCE PROFESSIONAL SERVICES FROM FEBRUARY 21, 2026 TO MARCH 20, 2026	94.00
04/10/2026	BARR ENGINEERING COMPANY	NBE 2023 POST RA ASSISTANCE PROFESSIONAL SERVICES FROM FEBRUARY 21, 2026 TO MARCH 20, 2026	94.00
04/10/2026	BARR ENGINEERING COMPANY	NBE 2023 POST RA ASSISTANCE PROFESSIONAL SERVICES FROM FEBRUARY 21, 2026 TO MARCH 20, 2026	633.00
			<u>821.00</u>
04/10/2026	BREANNE ROTHSTEIN	CONSULTING SERVICES - GRANT MET COUNCIL - HOUSING ACTION PLAN	6,500.00
04/10/2026	BRIDGESTONE GOLF INC	CUPS/GOLF BALLS	246.00
04/10/2026	BRIDGESTONE GOLF INC	CUPS/GOLF BALLS	136.77
04/10/2026	BRIDGESTONE GOLF INC	SWAG BAG PRIZES	226.78
			<u>609.55</u>
04/10/2026	CRAWFORD, LEIGH	2026 MARCH DAILY BANK AND CAR DEALER RUNS	312.62
04/10/2026	DUNLOP SPORTS AMERICAS	LOGO JAR BALLS	280.00
04/10/2026	EGAN COMPANY	UPGRADING 2 TRIPS FOR CONTINUED INET SUPPORT FOR WEB BROWSER FIX	3,029.00
04/10/2026	FLEXIBLE PIPE TOOL COMPANY	REPAIR OF SEWER CAMERA	5,933.75
04/10/2026	GOPHER STATE ONE-CALL	LOCATE TICKETS- MARCH	58.05
04/10/2026	GOPHER STATE ONE-CALL	LOCATE TICKETS- MARCH	58.05
04/10/2026	GOPHER STATE ONE-CALL	LOCATE TICKETS- MARCH	58.05
			<u>174.15</u>

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
04/10/2026	HAWKINS, INC.	AZONE, HYDROFLUOSILICIC ACID, LPC-4, SODIUM PREGMAN.	11,413.82
04/10/2026	HAWKINS, INC.	AZONE, HYDROFLUOSILICIC ACID, LPC-4, SODIUM PREGMAN.	4,660.10
			<u>16,073.92</u>
04/10/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS - FEBRUARY 2026	250.00
04/10/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS - FEBRUARY 2026	729.00
04/10/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS - FEBRUARY 2026	1,100.00
04/10/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS - FEBRUARY 2026	142.90
04/10/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS - FEBRUARY 2026	150.10
04/10/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS - FEBRUARY 2026	1,217.20
04/10/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS - FEBRUARY 2026	950.00
04/10/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS - FEBRUARY 2026	450.00
04/10/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS - FEBRUARY 2026	330.00
04/10/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS - FEBRUARY 2026	150.00
04/10/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS - FEBRUARY 2026	459.00
04/10/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS - FEBRUARY 2026	220.00
04/10/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS - FEBRUARY 2026	881.70
04/10/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS - FEBRUARY 2026	536.15
04/10/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS - FEBRUARY 2026	53.25
			<u>7,619.30</u>
04/10/2026	KRAUS-ANDERSON CONSTRUCTION COMPANY	HANSEN PARK WEST PROJECT	28,720.18
04/10/2026	L.E.L.S	POLICE/SERG/DEPUTY/C&T UNION DUES FOR APRIL	1,606.00
04/10/2026	LAW ENFORCEMENT LABOR SERVICES, INC	POLICE/SERG/DEPUTY/C&T UNION DUES FOR APRIL	438.00
04/10/2026	LAW ENFORCEMENT LABOR SERVICES, INC	POLICE/SERG/DEPUTY/C&T UNION DUES FOR APRIL	146.00
04/10/2026	LAW ENFORCEMENT LABOR SERVICES, INC	POLICE/SERG/DEPUTY/C&T UNION DUES FOR APRIL	323.30
			<u>2,513.30</u>
04/10/2026	LUCKOW, DAVIN	INTERNET REIMBURSEMENT 02/23-03/22/26	97.14
04/10/2026	MADDEN GALANTER HANSEN LLP	LEGAL COSTS - MARCH 2026	329.00
04/10/2026	MANSFIELD OIL COMPANY OF GAINSVILLE	UNLEADED 997 GALLONS	2,286.39
04/10/2026	MANSFIELD OIL COMPANY OF GAINSVILLE	DIESEL 502 GALLONS	1,269.72
			<u>3,556.11</u>
04/10/2026	MARCO TECHNOLOGIES, LLC	SHRED SERVICE CHARGE - ROUTINE	58.13
04/10/2026	MARCO TECHNOLOGIES, LLC	PURGE SMALL BOX - ONE TIME BASIS	530.50
			<u>588.63</u>
04/10/2026	MC TOOL & SAFETY SALES	PAINT & FLAGS	193.74
04/10/2026	MINNESOTA CHIEFS OF POLICE ASSOC	GRANT REFUND ST. JOHNS AND COMMUNITY PARTNERS WITH YOUTH	1,998.10
		3/10 CCOUNCIL; 3/17 PLANNING COMM; 3/19 EQUITY COMM; 3/24 CCOUNCIL	1,085.50
04/10/2026	MINUTE MAKER SECRETARIAL	PORTABLE RADIOS (11)	53,352.20
04/10/2026	MOTOROLA SOLUTIONS INC	CYLINDER RENTALS	199.83
04/10/2026	OXYGEN SERVICE COMPANY, INC.	TOP TAXPAYERS AND OVERLAPPING DEBT REPORTS	150.00
04/10/2026	RAMSEY COUNTY	2026 LB REPORT COURIER MARCH 2026 (03/25/2026)	28.16
04/10/2026	STREET FLEET	2026 MAY CLEAN UP DAY FLYER	1,970.98
04/10/2026	THE MPX GROUP	CLEANING & UNIFORMS	23.48
04/10/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	3.97
04/10/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	71.45
04/10/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	3.97
04/10/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	26.30
04/10/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	75.85
			<u>205.02</u>
04/10/2026	VISUAL COMPUTER SOLUTIONS INC	PUBLIC SAFETY PAYROLL ANNUAL SUPPORT AND UPGRADE PLAN	4,283.34
04/10/2026	VOLK, ERIC	INTERNET REIMBURSEMENT 03/25-04/24/26	105.22

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
04/10/2026	WAGGLE GOLF LLC	CAPS/TEE SHIRTS/OUTERWEAR FOR RESALE AT THE GOLF COURSE	1,180.00
04/17/2026	A.E.M ELECTRICAL SERVICES INC	INSTALL METER SOCKET @ WINDSOR GREEN & SLR	2,435.52
04/17/2026	A.E.M ELECTRICAL SERVICES INC	INSTALL METER SOCKET @ WEXFORD & SLR	670.60
			<u>3,106.12</u>
04/17/2026	AMRIZE MIDWEST INC	WATER BREAK REPLACING CURB 1772 26TH AVE NW	612.84
04/17/2026	BARR ENGINEERING COMPANY	PROFESSIONAL SERVICES PERMITTING, BIDDING, CONSTRUCTION SUPPORT AND PROJECT MGMNT FROM 2.21-3.20.2026	6,611.08
04/17/2026	BOLTON & MENK, INC	10TH ST NW CULVERT REPLACEMENT	1,880.00
04/17/2026	CAMPION BARROW & ASSOCIATES	CSO TESTING J. SOUKHASEUM	490.00
04/17/2026	DAIKIN APPLIED	1 GAS REGULATOR	103.16
04/17/2026	ESS BROTHERS & SONS INC.	SANITARY SEWER COVER	1,320.00
04/17/2026	FACTORY MOTOR PARTS CO	SPARK PLUGS/GASKET SHOP	41.57
04/17/2026	FERGUSON ENTERPRISES, LLC	REPAIR CLAMPS	4,944.04
04/17/2026	HARTMAN, JESSE	INTERNET REIMBURSEMENT 04/03-05/02/2026	105.47
04/17/2026	HOKENSON, LORI	BAGLES FOR DAN HOFFMAN 10 YEAR RETIREMENT PARTY	39.78
04/17/2026	HOSE PROS LLC	WELL #5 FLUSHING HOSE	283.85
04/17/2026	HOSE PROS LLC	WELL #5 DISCHARGE HOSE	70.00
04/17/2026	HOSE PROS LLC	WELL #5 HOSE	446.78
			<u>800.63</u>
04/17/2026	INFOSEND, INC	2026 MAR UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 04.13.26	300.33
04/17/2026	INFOSEND, INC	2026 MAR UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 04.13.26	300.33
04/17/2026	INFOSEND, INC	2026 MAR UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 04.13.26	322.46
04/17/2026	INFOSEND, INC	2026 MAR UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 04.13.26	322.46
04/17/2026	INFOSEND, INC	2026 MAR UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 04.13.26	161.22
04/17/2026	INFOSEND, INC	2026 MAR UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 04.13.26	150.17
			<u>1,556.97</u>
04/17/2026	INSTRUMENTAL RESEARCH, INC	H2O TESTING	390.00
04/17/2026	INSTRUMENTAL RESEARCH, INC	H2O TESTING	337.50
			<u>727.50</u>
04/17/2026	INTELLICENTS INC	MONTHLY HEALTH CONSULTING	1,250.00
04/17/2026	KRIZ, NICK	IACP CONFERENCE REGISTRATION AND PLANE TICKET REIMBURSEMENT - N. KRIZ & A. VILLANUEVA	2,933.62
04/17/2026	LOFFLER COMPANIES, INC	PUBLIC SAFETY PRINTER Overage 3/1-3/31/2026	63.91
04/17/2026	LOFFLER COMPANIES, INC	CONTRACT Overagecharge for the 3/9/26 to 4/8/26 Overage Period	221.95
			<u>285.86</u>
04/17/2026	MAGNEY CONSTRUCTION INC	INSTALL GSF GATE VALVES	34,000.00
04/17/2026	MARCO TECHNOLOGIES, LLC	SHRED BINS - ROUTINE	52.50
04/17/2026	MARCO TECHNOLOGIES, LLC	SHRED BINS	52.50
			<u>105.00</u>
04/17/2026	METROPOLITAN COURIER CORPORATION	COURIER PICKUP SERVICES FOR THE MONTH OF MARCH	718.25
04/17/2026	MRPA	JOB PSOTING FOR RECREATION INTERN AND COORDINATOR	175.00
04/17/2026	MRPA	JOB PSOTING FOR RECREATION INTERN AND COORDINATOR	50.00
			<u>225.00</u>

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
04/17/2026	NORTH COUNTRY CHEVROLET GMC	NEW UNMARKED SQUAD #2614	42,438.40
04/17/2026	NORTH METRO MAYORS ASSOCIATION	2026 NMMA ANNUAL MEMBERSHIP FEE	9,732.00
04/17/2026	NORTHEAST YOUTH & FAMILY SVC	NYFS 2026 SERVICES AND COMMUNITY ADVOCACY	69,873.52
04/17/2026	NORTHFIELD LINES	TRANSPORTATION FOR SENIOR MINI TRIP MARCH 18, 2026	1,278.30
04/17/2026	RECYCLE TECHNOLOGIES, INC	MATTRESS REMOVAL - MATTRESS LEFT BY THE SIDE OF THE ROAD	45.00
04/17/2026	RITHVEASNA KE	JAPAENSE MAHJONG INVOICE - APRIL 2026	350.00
04/17/2026	SRF CONSULTING GROUP, INC	PROFESSIONAL SERVICES 3/31/2026	1,595.06
04/17/2026	TROJAN TECHNOLOGIES CORP	AOP O-RINGS	32,371.20
04/17/2026	VEIMAN TREE SERVICE INC	TREE REMOVAL HANSEN PARK, BRIGHTWOOD, 16TH AVE	770.00
04/17/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	71.45
04/17/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	3.97
04/17/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	23.48
			<u>98.90</u>
04/17/2026	WHEELER HARDWARE COMPANY	GENDER NEUTRAL RESTROOM DOOR HANDLE	<u>593.85</u>
		SECURITY DEPOSIT REFUND AND 50% FOR TEMPATURE ISSUE	
04/09/2026	BOM, SAUHARDH	MAINTENCE COMING WHILE EVENT WAS TAKING PLACE	516.75
04/09/2026	CURTIS, CLERA	CANCELATION OF TOTEM POLE PARK REFUND	130.05
04/09/2026	DUSTY'S DRAIN CLEANING	CITY HALL MAIN LINE CLEARING	475.00
04/09/2026	FLEETPRIDE, INC	#1609 FILTERS	182.58
04/09/2026	FLEETPRIDE, INC	FILTER SHOP STOCK	14.92
			<u>197.50</u>
04/09/2026	FRA-DOR BLACK DIRT & RECYCLE	BLACK DIRT FOR ST JOHNS POND	60.00
04/09/2026	FRIENDLY CHEVROLET, INC.	#1305 SEAT PAD/ COVER	451.75
04/09/2026	HAYWARD, ANITA	REFUND FOR CANCELLED SENIOR MIA TRIP	91.00
04/09/2026	LMCIT	CLAIM 465483	26,318.15
04/09/2026	SHANA VON RUDEN	KARATE MEMBERSHIP REFUND	31.39
04/09/2026	THEOBALD, SONJA	SECURITY DEPOSIT REFUND	300.00
04/09/2026	TWIN CITY HARDWARE COMPANY	PADLOCK FOR PARKS NEW LIFT STATION	71.15
04/09/2026	TWIN CITY HARDWARE COMPANY	PADLOCK FOR PARKS NEW LIFT STATION	71.16
			<u>142.31</u>
04/09/2026	WS & D PERMIT SERVICE INC	80% REFUND PERMIT PB25-0457	530.40
04/09/2026	WS & D PERMIT SERVICE INC	80% REFUND PERMIT PB25-0457	19.20
			<u>549.60</u>
04/16/2026	AARP	APRIL AARP SAFE DRIVER CLASS	190.00
04/16/2026	ACI PLUMBING INC	STATE TAKING PERMIT	270.00
04/16/2026	ALL TREES INC	PRIVATE TREE REMOVAL (DEAN- 1550 21ST AVE NW)	8,128.50
04/16/2026	CORNELL, HENRIK	UB refund for account: 305284	28.08
04/16/2026	CORNELL, HENRIK	UB refund for account: 305284	18.96
04/16/2026	CORNELL, HENRIK	UB refund for account: 305284	10.78
04/16/2026	CORNELL, HENRIK	UB refund for account: 305284	9.98
			<u>67.80</u>
04/16/2026	DAMON FARBER ASSOCIATES, INC	CRITICAL CORRIDORS GRANT - DOWNTOWN NEW BRIGHTON	3,556.00
04/16/2026	DELICH, SARA	SECURITY DEPOSIT REFUND	250.00
04/16/2026	E.G. RUD & SONS, INC	2026 STREET REHAB SURVEYING	7,812.50
04/16/2026	E.G. RUD & SONS, INC	575 2ND AVE SURVEYING	3,062.54
			<u>10,875.04</u>
04/16/2026	FLEETPRIDE, INC	#895 FILTERS	53.52
04/16/2026	FLEETPRIDE, INC	#1101 FILTERS	15.84
			<u>69.36</u>

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
04/16/2026	GENE'S WATER AND SEWER	2026 GRANT AWARD PAYMENT PRIVATE I/I - FELLING	3,970.00
04/16/2026	GROSSMAN, DANIELLE	REFUND DUE TO CANCELLED PROGRAM	95.00
04/16/2026	HOYE, MEG	SECURITY DEPOSIT REFUND	250.00
04/16/2026	KING'S CATER	CATERING FOR APRIL COMMUNITY LUNCH	1,524.33
04/16/2026	KIRIS, BONNIE	FALL '23 TUES CO-ED AWARDS	50.00
04/16/2026	LEAGUE OF MINNESOTA CITIES	2026 CITY DAY ON THE HILL FOR MAYOR KARI NIEDFELDT-THOMAS, DEVIN M, JEANNE F, GRAEME A, ON 3/11/26.	500.00
04/16/2026	MATTHEWS, CHRISTOPHER	REFUND FOR OVERPAYMENT	17.00
04/16/2026	NEW BRIGHTON CONGREGATION OF JEHOVAH'S WIT	REFUND CHECK FOR ROOM RENTAL	600.00
04/16/2026	OCTAVIA-BRADSHAW, COURTNEY	REFUND FOR OVERPAYMENT	30.00
04/16/2026	PUA, DANIEL	SECURITY DEPOSIT REFUND	300.00
04/16/2026	RAMSEY COUNTY	G. KRAHN NOTARY RENEWAL	20.00
04/16/2026	RAMSEY COUNTY	TRUTH IN TAXATION NOTICE REIMBURSEMENT	2,431.15
04/16/2026	ROSE MUSIC SERVICES	COMMUNITY LUNCH MAY 12 ENTERTAINMENT	200.00
04/16/2026	SAINT CROIX COFFEE & TEA COMPANY	COFFEE	286.00
04/16/2026	SILVERDAHL, JOAN	REFUND FOR APRIL COMMUNITY LUNCH	10.00
04/16/2026	ST. CLOUD STATE UNIVERSITY	MN MUNICIPAL CLERKS INSTITUTE (MMCI)	540.00
04/16/2026	STEPHEN TOKLE INSPECTIONS INC	MARCH 2026 ELECTRICAL INSPECTIONS	5,338.91
04/16/2026	THOLL, TYLER	APRIL 1 2026 MEMBERSHIP REFUND	64.00
04/16/2026	YAMAHA GOLF & UTILITY INC	GOLF CART LEASE	2,800.00
TOTAL PAYMENTS			\$ 486,680.27



Council Worksession
April 7, 2026
5:00 pm

Present: Councilmember Graeme Allen
Councilmember Jeanne Vint Frischman
Councilmember Jason Steffenhagen

Absent: Mayor Kari Niedfeldt-Thomas
Councilmember Emily Dunsworth

Staff in Attendance: Devin Massopust, Ben Gozola

Guests in Attendance: Breanne Kennedy, Thrive, LLC

Housing Action Plan Policy #2: DRAFT Inclusionary Housing Policy Review

Massopust stated Breanne Kennedy from Thrive, LLC, was in attendance to review DRAFT Policy #2: an Inclusionary Housing Policy, as part of our ongoing Housing Action Plan efforts. EDC provided feedback on this draft policy on 4/1/26, and the Equity Commission will weigh in on 4/23/26. He stated that the City of New Brighton has been committed to advancing housing for several years. The Comprehensive Plan, Housing Study, and Housing Action Plan have set into motion the implementation of several policies to address housing concerns. In late 2025, the City Council set forth a number of policy priorities for housing, and that direction included discussion and consideration of an inclusionary housing policy.

Breanne Kennedy, Thrive, explained “Inclusionary Housing Policy” is a broad term that usually refers to a city-led ordinance that either requires or incentivizes the development of affordable housing units within a larger, market-rate project. It emphasizes that a certain amount of affordable housing and/or below-market rate units are needed when market-rate housing is being constructed. Several cities in the metro have recently adopted or are considering various forms of inclusionary housing policies, including Bloomington, Shorewood, Roseville, Little Canada, Brooklyn Park and Arden Hills. She commented further on how an Inclusionary Housing Policy declares cities values. She reported the proposed draft language before Council includes the following provisions:

- If public money or land write downs are requested for a housing project, the ordinance requires 10% of units in any larger development (over 20 units) to be affordable at 60% AMI (rental) and 115% AMI (owner).
- Lists additional incentives for developers to add income-restricted units, including density bonuses, height bonuses, parking reduction fee waivers, and land write downs.
- Includes a mechanism for enforcing the requirement (Plan and Agreement) which requires staff review and oversight.

Ms. Kennedy stated she met with the EDC and would be meeting with the Equity Commission in order to receive feedback on this policy in hopes of having the policy revised and ready for Council consideration in June.

Gozola commented on how the City followed a similar process for the Exchange Apartments, noting the City offered the developer TIF assistance in order to receive 10% or 14 affordable housing units.

Councilmember Frischman questioned who was monitoring the Exchange Apartments to ensure 10% of the units were remaining affordable. Gozola explained Scott Gigrich manages all of the rental licensing and reviews the yearly rental rolls. Massopust noted the finance department also reviewed this information on a yearly basis.

Councilmember Frischman appreciated the fact the City already had staff members in place to administer future inclusionary housing projects.

Ms. Kennedy inquired if the Council wanted this policy to apply to all housing projects or only housing projects that requested City assistance.

Councilmember Allen discussed the two housing projects that have been completed in the past eight years that requested City TIF financing. Ms. Kennedy commented on how LAHA dollars could now be used to assist with future affordable housing projects. She indicated another option for the Council to consider was for the City to establish a housing trust fund to assist with funding affordable housing.

Councilmember Frischman explained she would like the City's Inclusionary Housing Policy to be market driven.

Councilmember Steffenhagen asked if an incentive based program would be more market friendly. Massopust believed this would be the case.

Councilmember Allen stated it was more likely housing projects that come to the City in the future would be requesting rehabilitation dollars. Ms. Kennedy agreed noting the EDC recommended the City have a higher percentage of affordable units within rehabilitation projects (up to 20% if City resources are allotted). She commented on how Baker Tilly would negotiate with developers on the City's behalf when housing projects come forward.

Councilmember Allen indicated he did not want developers to be double counting their affordable housing units. He supported the City focusing on rehabilitation projects in order to protect the affordable housing units that were already located in the City.

Councilmember Steffenhagen stated he was not comfortable with the City providing funding for rehabilitation projects on existing NOAH projects if affordable units would be lost after the project was completed.

Councilmember Frischman reiterated that she wanted this policy to be flexible with the housing market in order to encourage developers to reinvest in their buildings. Ms. Kennedy explained an incentive based program would work well to address this concern.

Councilmember Allen wanted to ensure residents were not displaced through rehabilitation programs or that the current residents be given at least a year before their rental rates were increased.

Councilmember Steffenhagen inquired if there was a program to incentivize developers to purchase and rehab older units, while still keeping the units affordable. Ms. Kennedy reported Minneapolis has a program that incentivizes small developers to buy and rehab units while protecting the affordability of the units.

Ms. Kennedy questioned what level of affordability the City Council supported.

Councilmember Allen stated 30% AMI units were most in need in the community. He supported developers being allowed to have fewer affordable units if at the 30% AMI level.

The Council did not support the City looking into an Inclusionary Housing Policy that supported affordable housing units coming in at 80% AMI.

Councilmember Frischman commented on how there was not enough apartment units on the market at this time, which was driving rental rates up. Ms. Kennedy stated this was the case noting new apartment complexes were coming with a high level of amenities which was also driving rental rates up.

Councilmember Allen recommended the term to maintain affordable units be 20 years and not 10 in order for the City to get the benefit for a longer period of time.

Ms. Kennedy thanked the Council for their feedback and noted she would bring this item back to the Council at a future worksession for further discussion prior to this item going before the Council for approval.

Worksession adjourned at 6:06 pm

Respectfully submitted,

Terri Spangrud
City Clerk



Council Worksession
April 14, 2026
5:00 pm

Present: Mayor Kari Niedfeldt-Thomas
Councilmember Graeme Allen
Councilmember Emily Dunsworth (attending remotely)
Councilmember Jeanne Vint Frischman
Councilmember Jason Steffenhagen

Absent:

Staff in Attendance: Devin Massopust, Gina Foschi, Jennifer Fink, Craig Schlichting

Guests in Attendance: Kraus Anderson representatives

City Campus Concept – Community Engagement and Pre-Design Update

Massopust stated the purpose of this worksession is to provide the City Council with an update on the City Campus project, including results from recent community engagement efforts and initial pre-design analysis for the Block B site. Community engagement conducted between February 9 and March 2 gathered resident feedback through surveys, social media, in-person events, and facility-based outreach. Results indicate strong community use of the existing Community Center, with over 71% of respondents visiting at least monthly and rating their experience 4.2 out of 5. Survey feedback highlights the importance of maintaining core amenities such as library access, fitness facilities, and walking tracks, while also identifying a growing desire for flexible gathering spaces, informal “third spaces,” and expanded programming opportunities. Residents also emphasized the importance of financial transparency, thoughtful design, and managing impacts such as traffic and noise.

Massopust explained preliminary findings show moderate support for exploring a consolidated Civic Campus model, with 47% of respondents supportive and 19% opposed, alongside a significant portion seeking additional information. In parallel, early pre-design work confirms that a combined City Hall and Community Center facility in the range of approximately 140,000 to 150,000 square feet could be accommodated on the Block B site with appropriate parking and site configuration. This worksession will focus on reviewing these findings, discussing key themes, and identifying direction for the next phase of engagement and design. He reported representatives from Kraus Anderson were in attendance to discuss the community engagement that has been conducted to date.

Sarah Van Petten, Director of Marketing with Kraus Anderson, discussed the survey and community engagement that has been completed. She noted 567 residents responded to the survey. She explained 71% of the respondents noted they utilized the Community Center in some capacity at least monthly and residents rated the experience 4.2 out of 5. The demographics and age of the respondents were reviewed in further detail. She reported the most important amenities to the respondents was having a library, fitness facilities, walking track, indoor play space, adult/senior programs, youth programs and meeting space. New improvements that respondents would like to see was additional gathering spaces, indoor walking track, expanded license services, expanded fitness services, flexible membership options, additional gym space and community event

space. She commented on how the survey responses aligned with the 2040 parks plan. The key takeaways were that the public was looking for programming and event spaces, expanded gathering/work spaces and convenient fitness access. She explained 47% of respondents preliminarily supported the idea of a Civic Campus and 19% expressed opposition. She provided further information on the feedback she received from the public at the community engagement event that was held last week.

Councilmember Steffenhagen questioned how accurate the survey information was from the public, especially if another survey was conducted on bonding. Ms. Van Petten reported survey results from the public tend to be quite accurate, even when it comes to bonding requests.

Councilmember Allen stated it would be important for the City to properly educate the public on this project.

Ms. Van Petten agreed noting the next steps for this project would be to continue to educate, engage and survey the public. She reviewed a high level engagement timeline with the Council and asked for questions or comments. She described how the work being conducted by Kraus Anderson would overlap with the efforts of Damon Farber.

Mayor Niedfeldt-Thomas discussed how the farmers market has different focuses. She suggested Kraus Anderson be present at several farmers markets in order to gain feedback from different age groups in the community. She commented on how Stockyard Days drew in people from throughout the region and suggested comments only be taken during the day.

Councilmember Steffenhagen asked that all future data collected be separated between resident and non-resident feedback.

Councilmember Allen stated one-third of New Brighton residents participate in National Night Out. He encouraged Kraus Anderson to consider reaching out to the public during this community event.

Mayor Niedfeldt-Thomas encouraged Kraus Anderson to reach out to the southern portion of the City in order to hear their voice.

Fink asked that the Council reach out to staff if there were groups that meetings in a box should be directed to.

Mayor Niedfeldt-Thomas recommended staff reach out to the two mobile home communities as well as the apartment complexes.

Nate Henger, Kraus Anderson, reviewed the pre-design concepts that have been gathered to date with the Council. He explained current capacity with thoughtful expansion in key program areas would fit on Block B with adequate surface parking. He reported the total building program can be configured in multiple ways with adequate parking on Block B and advanced feasibility analysis for the Block B site can strategically balance Civic Campus objectives, outdoor public spaces and private development potential.

Mayor Niedfeldt-Thomas inquired how the building would be oriented on Block B. Mr. Henger reported the building would be oriented towards the freeway with the parking behind the building.

Mayor Niedfeldt-Thomas stated she liked the idea of the City taking on the complicated space knowing that Block B was available.

Councilmember Allen commented on how it was becoming harder and harder for the City to engage with the public. He explained he appreciated the feedback that has been collected to date, but noted he believed more information had to be gathered in order to see how the public would support the proposed financing for this project.

Mayor Niedfeldt-Thomas explained she appreciated seeing the desires of the public but recommended the next survey be more honed to gather the feedback the City needed.

Councilmember Steffenhagen inquired if there was a way to survey the public to see if they would prefer to invest in the upkeep and maintenance of the existing City Hall/Community Center versus investing in a new site with real costs for both scenarios.

Councilmember Allen supported staff pursuing feedback on this topic as well. Massopust indicated he understood this was an important point, but noted he did not have a grasp on all of the costs at this time. He suggested the keep exploring the topic in order to provide the Council with information on how to proceed.

Mr. Henger indicated Block B was a unique site but noted he could begin to work on numbers for the Council to consider. He discussed how it would be expensive to develop on this site. He then reviewed the design concept work that would be completed by U of M students for this project.

Councilmember Dunsworth stated she was worried about survey fatigue and asked that the City be very mindful when moving forward with additional surveys for the public.

2027 Budget Kick-Off

Massopust stated the 2027 budget process begins in April for staff, while Council's first introduction won't come until July. Staff will present on the budgeting process as well as the current priorities and considerations as we begin looking at 2027.

Foschi provided the Council with an overview of the budget process that would be followed by staff for the 2027 budget and tax levy. Staff explained the 2027 budget will ultimately determine the 2027 levy that will be certified to property owners. Thoughtful decision-making is required to strike a balance between funding the programs and services the community relies on while also being mindful of the financial implications for community members. It was noted the City would continue to follow the strategic priority that states 40% of the City's General Fund revenues are to come from non-property tax sources, while also not relying on Local Government Aid (LGA). The predicted levy for 2027 was reviewed with the Council along with the budget timeline.

Councilmember Allen stated he would like to see funding for random mailings included in the budget along with the City newsletter being sent out four times a year. He suggested a permanent Ralph Reeder contribution also be considered within the budget.

Worksession adjourned at 6:23 pm

Respectfully submitted,

Terri Spangrud
City Clerk



COUNCIL PROCEEDINGS THE CITY OF NEW BRIGHTON

Pursuant to notice thereof, a regular meeting of the New Brighton City Council was held Tuesday, April 14, 2026 at 6:30 pm in the New Brighton Council Chambers.

Present: Mayor Niedfeldt-Thomas, Councilmembers Allen, Dunsworth (attending remotely), Vint Frischman and Steffenhagen

Absent:

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

Call to Order

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

Pledge of Allegiance

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

Public Comment Forum

Mayor Niedfeldt-Thomas opened the Public Forum for comments from the public.

Ken Breske, representative of the VFW Post #724, noted the VFW would be hosting a Memorial Day service on Monday, May 25. He noted the parade would begin at 10:00 a.m. He invited the City Council to attend this event and to consider addressing the public.

Mayor Niedfeldt-Thomas thanked the VFW for hosting this meaningful event for the community.

Councilmember Vint Frischman explained she would be attending this event along with her son who serves in the military.

Councilmember Allen indicated he would be in attendance as well.

Mayor Niedfeldt-Thomas reported she would be attending the Memorial Day ceremony as well.

Approval of Agenda

Approval of the April 14, 2026 Council Agenda.

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

A roll call vote was taken.

5 Ayes, 0 Nays-Motion Carried

Special Order of Business

None.

Call to Order

Pledge of Allegiance

Public Comment Forum

Approval of Agenda

Approval of the April 14, 2026 Agenda.

Special Order of Business

Consent Agenda

1. Consider Approval of Payments.
2. Approve City Council Minutes:
 - a. March 24, 2026 Worksession Meeting Minutes.
 - b. March 24, 2026 City Council Meeting Minutes.
3. Accept Receipt of Commission Minutes:
 - a. February 19, 2026 Equity Commission Meeting Minutes.
4. Resolution Approving a 2025 SCORE Grant amendment to amend the base funding amount being given to the City in 2025, changing some agreement provisions, and updating the agreement term from an additional 4 years to an additional 3 years (through 2029).
5. Consider Resolution Appointing Individuals to Public Agencies.
6. Consider Resolution Appointing Acting Mayor.
7. Consider Resolution Designating a New Polling Place for Precinct 8.
8. Consider Memorandum of Understanding between Law Enforcement Labor Services Local No. 113 and the City of New Brighton regarding Multilingual Pay Policy.
9. Consider Approval of Contract Amendment with WSB Associates, Inc. for Additional Construction Administration Services at Hansen Park West.
10. Consider Resolution Restricting Parking on Innsbruck Drive from Silver Lake Road to City Limits.
11. Consider Resolution Restricting Parking on 7th Street NW from Silver Lake Road to 8th Avenue NW.
12. A Resolution Exercising the City's Authority to Opt in to, and Support, the Ramsey County Economic Development Agency (EDA).
13. Consider Resolution Declaring Adequacy of Petition and Ordering Preparation of Report.
14. Consider a resolution to establish the New Brighton Home Improvement Program, direct the use of LAHA dollars for the program, and to authorize staff to enter into a contract with the Center for Environment and Energy (CEE) to administer the program.

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

A roll call vote was taken.

5 Ayes, 0 Nays - Motion Carried

Public Hearing

1. Consider Resolution Ordering Project and Authorizing Preparation of Plans and Specifications for City Project 26-1, 2026 Street Rehabilitation.

Public Hearing
1. Consider Resolution
Ordering Project and

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

Engineering Supervisor Lind stated the purpose of this item is to hold the Public Improvement Hearing for proposed Project 26-1, 2026 Street Rehabilitation. Staff reviewed the streets that were included in the improvement project and provided a presentation on the feasibility study. Graphical depictions of 7th Street with the path were discussed with the Council. It was noted if City Council approves the project at the Public Improvement Hearing, staff will prepare plans and specifications based on the input received at the improvement hearing and previously collected information. The estimated project costs were reviewed along with the project funding. Staff discussed the petition that was received from the residents living on Mimosa Lane, noting it was staff's recommendation to include this street in the 2026 Street Rehabilitation Project. The project timeline was discussed with the Council. Staff commented further on the project and requested the Council hold a Public Improvement Hearing for proposed Project 26-1, 2026 Street Rehabilitation and adopt the Resolution ordering Project 26-1, 2026 Street Rehabilitation as proposed in the Feasibility Study, authorize staff to proceed with preparation of plans and specifications, and designate the Director of Community Assets and Development as the engineer for this improvement project.

Councilmember Allen asked when the mill and overlay project was completed on 7th Street. Director of Community Assets and Development Schlichting reported the mill and overlay project on 7th Street was completed in 2010.

Councilmember Allen inquired if utility providers would be completing work in conjunction with this project.

Engineering Supervisor Lind reported staff has reached out to Xcel and understood they would be replacing the existing gas facilities along Forestdale during this project.

Councilmember Steffenhagen asked if the City had enough support from the residents on Mimosa Lane in order to include this street in the street improvement project. Engineering Supervisor Lind reported the City had support from 75% of the homeowners and support was needed from 35% of the benefiting property owners. City Attorney Sonsalla explained it was staff's recommendation for the Council to accept the petition from the residents on Mimosa Lane as valid because the 35% requirement was being met. City Manager Massopust explained the homeowners on Mimosa Lane were mailed public hearing notices for this project.

Motion by Councilmember Allen, seconded by Councilmember Steffenhagen to open the Public Hearing.

A roll call vote was taken.

5 Ayes, 0 Nays - Motion Carried

The Public Hearing was opened at 7:24 p.m.

Nancy Hanson, 615 19th Avenue NW, noted she sent an email to the Council regarding her response to the proposed street improvement plan. She explained she understood regular street maintenance was necessary but indicated she did not support the addition of a sidewalk on her street. She questioned why a sidewalk was necessary on her lightly traveled, one block street. She inquired if on-street parking would still be allowed on her street after it was narrowed. She was of the opinion the replacement of the sidewalk on 7th Street with a 10 foot asphalt trail would be an eyesore for the residents living along 7th Street.

Bob O'Donnell, 623 19th Avenue NW, indicated he did not believe a sidewalk should be installed on 19th Avenue. He reported in the last 15 years there has been no pedestrian/motor vehicle accident in the community. He stated 19th Avenue was a very safe street. He explained he would like to know who would be responsible for maintaining the sidewalk.

Joel Foster, 679 19th Avenue NW, stated he believed the five foot boulevard on 19th Avenue was unnecessary. He suggested either the five foot boulevard or the five foot sidewalk be pursued, but not both.

Jacob Heppner, 2221 7th Street NW, reported he fully supported the proposed plan noting he was looking forward to having a bike path on this roadway. He looked forward to having sidewalks in place for his children to walk to school in the future.

Emily Durkot, 667 19th avenue NW, explained she moved to her home in August and noted she had concerns with how the sidewalk would impact the availability of parking in her driveway. She indicated if this plan was approved and

a sidewalk was put in place, she questioned if parking restrictions would change. She commented she did not support the installation of a sidewalk on 19th Avenue.

Joel Bierbach, 640 19th Avenue NW, stated he was concerned with the fact the City was proposing to have a five foot sidewalk and a five foot boulevard on 19th Avenue. He suggested the boulevard width be reduced. He explained he supported the narrowing of 7th Street but recommended bump outs being considered. He discussed how the fence on 6th Street for Bel Air was an eyesore and asked that the City address this matter with the school. He requested the water line, which was currently located under his driveway be moved through this project in order to allow for better access in the future.

Bill Hansen, 615 19th Avenue NW, reported Bel Air was built in 1967, which was the same time as most of the houses in the area. He questioned why the City was only now proposing to construct a sidewalk when children have been walking to school safely for the past sixty years. He noted he and his wife spoke to most of the residents on 19th Avenue and 7th Street. He reported the majority of the residents were surprised to learn a sidewalk and/or path was being proposed. He encouraged the City to do more to communicate with the public when it comes to street improvement projects.

Nick Lawson, 667 19th Avenue NW, reported he could see how the sidewalk on 19th Avenue made sense, but commented on how his lot would be impacted by reducing the amount of parking he had available. He reported he needed to be able to park a handicap accessible van in his driveway along with a car. He noted he was supportive of the bike path on 7th Street and suggested the City consider creating more bike paths in order to get residents to Long Lake Regional Park.

Mary O'Donnell, 623 19th Avenue NW, indicated she did not believe a sidewalk was necessary along 19th Avenue.

Ashley Heppner, 2221 7th Street NW, explained she and her friends were interested in locating in neighborhoods that had better bike infrastructure.

Meghan Pofert, 712 8th Avenue NW, commented on the construction projects she has had to endure over the past five years. She expressed concern with how this project would impact her yard. She questioned why her home was included in this project, but the homes around her were not. She inquired why the City had removed the stop light and four way stop at the intersection adjacent to her home. She encouraged the City to consider reinstalling a four way stop to improve safety.

Will Ollens, 641 19th Avenue NW, stated he did not believe the proposed sidewalk along 19th Avenue would not be useful. He suggested the City widen the street five feet in order to allow for pedestrians to use the street. He feared that removing all pedestrians from the streets would allow cars to drive faster.

Patricia Fagge'Tt, 2740 Innsbruck Drive, reported she supported resurfacing the streets. She indicated a sidewalk was proposed on the other side of her street. She feared how her street would be impacted by the narrowing of the roadway.

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

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

A roll call vote was taken.

5 Ayes, 0 Nays - Motion Carried

The Public Hearing was closed at 7:49 p.m.

Mayor Niedfeldt-Thomas asked if the MSA streets in the improvement project were owned by the County.

Engineering Supervisor Lind explained the MSA roadways were City-owned and were designed to carry a heavier traffic load.

Mayor Niedfeldt-Thomas questioned who would be responsible for maintaining the sidewalks and trails. Community Assets and Development Director Schlichting reported the City was responsible for the maintenance of all sidewalks and trails.

Councilmember Allen discussed how this was the third project the City has completed after the establishment of the living streets plan. He reported the City was learning through each project. He understood 19th Avenue was not a

heavily trafficked area and questioned why a sidewalk was being proposed on this portion of a closed loop.

Community Assets and Development Director Schlichting discussed how the living streets plan would impact roadway width throughout the City. He stated the proposed sidewalk may not be perfect for the residents along the street but was being suggested for the most vulnerable in the community, which were the students walking to school. He reported providing these surfaces back to curb was safer than children walking in the street.

Councilmember Vint Frischman asked if there were two sidewalk entrances to the school along 6th Street. Community Assets and Development Director Schlichting reported there was only one sidewalk to the school from 6th Street.

Councilmember Allen inquired if 6th Street served as a more informal drop off area and suggested the City discuss this matter with the school district. He indicated without a connector to the school, he did not see the need to have a sidewalk on 19th Avenue. Engineering Supervisor Lind explained staff spoke with the school district regarding the sidewalk along 19th Avenue and noted they supported the proposed improvements.

Councilmember Steffenhagen commented there was a difference between the school drop off area and students walking to school. He stated he wanted the City to have a safe place to walk to school from all of the neighborhoods surrounding the school.

Councilmember Allen indicated he could support the proposed sidewalk on 19th Avenue if the City had a formal agreement in place with the school district that this sidewalk would serve as a formal connector. He provided further comment on how his property was impacted through the street rehabilitation project that was completed under the living streets plan. He stated the sidewalks that were installed were being used. He recommended before this sidewalk move forward that the City have more conversation with the school district. Community Assets and Development Director Schlichting responded by stating the Safe Routes to School planning meetings included individuals from the school district and the County in order to create the proposed sidewalk plan. He reported an easement would be needed in order to create a sidewalk on the schools property.

Councilmember Steffenhagen explained the plan was to install a five foot sidewalk along with the five foot boulevard on 19th Avenue. He asked why the five foot boulevard was necessary. Community Assets and Development Director Schlichting reported the boulevard would allow for snow storage in the winter months. He commented on how additional stormwater requirements would have to be met if the City were to install the sidewalks back to curb.

Mayor Niedfeldt-Thomas requested staff speak to how residents will be impacted when it comes to access to their property. Community Assets and Development Director Schlichting discussed how the main impacts to residents will occur when utilities are being replaced. He noted field staff will coordinate with residents during this time. He explained the City would have QR codes available this year for residents to stay up to date on weekly construction updates.

Mayor Niedfeldt-Thomas requested staff speak to on-street parking and if this would be available on these new streets. Community Assets and Development Director Schlichting discussed how on-street parking would be available on one side of the street after this project was completed.

Mayor Niedfeldt-Thomas inquired if the City could explore shared parking with the neighbors adjacent to the school. Community Assets and Development Director Schlichting indicated the City could explore this option with the school if this was the direction from the City Council.

Mayor Niedfeldt-Thomas requested staff speak with the property owner that spoke about having multiple street projects impacting her property. Community Assets and Development Director Schlichting commented staff would speak with this property owner. He spoke to how the traffic lights and stop signs that were previously installed near this property were done in coordination with the MNPASS project from MNDOT and noted this intersection does not meet warrants for the permanent installation of stop signs.

Councilmember Allen stated unfortunately, modern traffic lights were very expensive. He discussed how the City Council was working to balance the needs of the City with the needs of residents through the street improvement projects. He explained the sidewalks being proposed by the City were being done so to improve pedestrian safety.

Mayor Niedfeldt-Thomas asked that staff speak with the school district regarding the fence along 6th Street. Community Assets and Development Director Schlichting stated he would speak with the school district regarding this matter.

Mayor Niedfeldt-Thomas questioned how the City could be more intentional when it comes to communicating with residents regarding upcoming street improvement projects. City Manager Massopust indicated staff has discussed sending out announcements a year in advanced letting them know the City will be in the neighborhood. He explained the only problem with this would be that the plans would not be finalized.

Mayor Niedfeldt-Thomas requested staff speak to the past practices when it comes to accommodating residents with special needs and disabilities. Engineering Supervisor Lind explained City staff will be onsite on a daily basis and he

encouraged residents to contact staff with any questions or concerns they may have regarding special access needs. Mayor Niedfeldt-Thomas requested staff look into having more stormwater ponding at the back of the school property off 6th Street, if possible.

Councilmember Allen requested staff speak to the City’s policy for notifying folks regarding public hearings. Community Assets and Development Director Schlichting explained notices were sent out to everyone within the project area along with residents within a radius or width beyond the project area. He discussed how the City could be more intentional about including more information about the changes proposed within the street design in future public hearing notices.

Councilmember Dunsworth excused herself from the meeting.

Motion by Councilmember Vint Frischman, seconded by Councilmember Allen to adopt a Resolution ordering Project 26-1, 2026 Street Rehabilitation as proposed in the Feasibility Study, authorize staff to proceed with preparation of plans and specifications, and designate the Director of Community Assets and Development as the engineer for this improvement project.

Councilmember Allen requested staff speak with the school district about putting a formal connection in place.

A roll call vote was taken.

4 Ayes, 0 Nays-Motion Carried

Council Business

- 1. Consider Resolution to include Mimosa Lane in City Project 26-1, 2026 Street Rehabilitation.

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

Director of Community Assets and Development Schlichting stated following the neighborhood informational meeting for proposed City Project 26-1, 2026 Street Rehabilitation, a petition was submitted by residents of Mimosa Lane requesting inclusion of their street in the project. Staff have reviewed the implications of adding Mimosa Lane to City Project 26-1. Mimosa Lane was originally constructed in 2004, along with Torchwood Drive and Stinson Court. The Capital Improvement Plan currently identifies these streets for rehabilitation in 2035. Based on a review of existing pavement conditions, staff believe Mimosa Lane is eligible for rehabilitation at this time. Additionally, the City's approach of rehabilitating streets on a neighborhood basis to minimize disruption supports advancing this work. Director of Community Assets and Development Schlichting reported the engineer's estimate to include Mimosa Lane in City Project 26-1, 2026 Street Rehabilitation is \$46,000. There are four properties with frontage on Mimosa Lane that would be subject to special assessments in accordance with the assessment policies of New Brighton's Comprehensive Street Plan. The proposed assessment method would be on a per lot basis, consistent with the approach used for single family properties included in City Project 26-1. Based on this method, the estimated assessment amount is \$2,800 per property, which aligns with the assessment amounts proposed in the Feasibility Study for City Project 26-1. The estimated City share of \$35,000 (75% of total street rehabilitation costs) can be accommodated within the existing project contingency. It was noted if approved, the pavement will be rehabilitated to the City's standard 9-ton design thickness. No changes to roadway geometry are proposed, as Mimosa Lane is a relatively short street segment terminating in a cul-de-sac. Additionally, no utility improvements are planned that would require complete removal of the existing curb and gutter. Staff recommend approval of the inclusion of Mimosa Lane in City Project 26-1, as it is feasible, necessary, and cost-effective. Advancing the rehabilitation now will minimize future disruption to residents and avoid anticipated increased costs if rehabilitated at a later date.

Council Business
1. Consider Resolution to include Mimosa Lane in City Project 26-1, 2026 Street Rehabilitation.

Motion by Councilmember Vint Frischman, seconded by Councilmember Steffenhagen to adopt the resolution including Mimosa Lane in City Project 26-1, 2026 Street Rehabilitation.

A roll call vote was taken.

4 Ayes, 0 Nays-Motion Carried

2. Data Centers Moratorium.

- Consider Adoption of Ordinance 931: Establishing a Moratorium on Data Centers.
- Consider a Resolution of Summary Publication for Ordinance 931.

2.Data Centers Moratorium.

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 it has recently come to staff's attention that one or more communities within the Twin Cities metropolitan area are starting to receive land use applications for the establishment of data centers. As New Brighton may be an attractive location given the City's abundance of water needed for cooling these installations, staff is recommending that Council adopt a temporary moratorium on data centers to give staff and policymakers time to fully evaluate this emerging land use and its fit within the community. Current zoning regulations do not contemplate this use. Based on the experience of other communities, New Brighton officials may have concerns about the high water and energy consumption of these facilities, corresponding wastewater generation, noise and air emissions from cooling systems and diesel generators, all to support the relatively short functional lifespan of these facilities (20 to 25 years). The potential impacts of data centers, as we currently understand them, would conflict with the City's Climate Action Plan, could strain local infrastructure and the regional energy grid, and may affect nearby residents' health and quality of life. The proposed moratorium will provide the City with needed time to study best practices and develop clear standards regarding where this use may be allowed, and what conditions are necessary to protect surrounding neighborhoods and community resources. Alternatively, this study may determine that data centers as a use are simply not appropriate within this built-out community.

Councilmember Allen stated data centers take a lot of water and energy and he appreciated how the City was taking action to address data centers before a request is made for this community.

Mayor Niedfeldt-Thomas requested staff speak with the watershed district and County to ensure they are in alignment with the City when it comes to data centers.

Motion by Councilmember Steffenhagen, seconded by Councilmember Vint Frischman to approve Ordinance 931.

A roll call vote was taken.

4 Ayes, 0 Nays-Motion Carried

Motion by Councilmember Steffenhagen, seconded by Councilmember Allen to adopt a Resolution ordering staff to print a summary publication of Ordinance 931.

A roll call vote was taken.

4 Ayes, 0 Nays-Motion Carried

Commission Liaison Reports, Announcements and Updates

Devin Massopust

City Manager Massopust congratulated the Mayor on her appointment to the Metro Cities Board. He requested the Council report back to staff if they would be attending the CPY or NYFS luncheons. He asked that the Council review the August meeting dates, noting meeting dates had to shuffle due to elections. He explained the County was seeking election judges for the upcoming elections.

Commission Liaison Reports, Announcements and Updates

Graeme Allen

Councilmember Allen reported PREC met on Wednesday, April 1. He noted the Tots and Tires event would be held on Friday, April 17 at the Community Center from 9:00 a.m. to 11:00 a.m. He explained the City-wide garage sale would be held Thursday, April 30 through Sunday, May 3. He stated the City would be sponsoring space rental in the parking lot at the Community Center on Saturday, May 2 for residents interested in hosting a garage sale from this location from 10:00 a.m. to 3:00 p.m. He noted the first summer concert would be held at Veterans Park on Thursday, May 14. He commented the County would be holding an open house on the redesign of the Old Highway 8 bridge at the New Brighton Public Works Facility on Wednesday, April 22 from 4:30 p.m. to 6:30 p.m.

Jeanne Vint Frischman

Councilmember Vint Frischman reported the Public Safety Department did not meet in April as representatives from the fire department were attending boater safety training. She thanked the school resource officers that have been serving at Irondale, Bel Air, Sunnyside and High View for the past school year.

Mayor Niedfeldt-Thomas

Mayor Niedfeldt-Thomas thanked residents for participating in the open house that was conducted at the Community Center where feedback was gathered in the Civic Campus. She thanked all of the residents that spoke at the public hearing at this meeting. She reported the CPY luncheon would be held on Tuesday, April 21 and the NYFS luncheon would be held on Wednesday, May 15. She indicated the Rotary was always looking for new members and noted they would be holding their dinner on Friday, April 24. She commented the League of Women Voters would be holding their annual meeting on Thursday, May 7. She explained the outdoor New Brighton farmers market would begin in June. She invited the public to attend the Memorial Day Ceremony on Monday, May 25. She reported Tibet Fest would be held on Sunday, May 10. She indicated the City Council would be meeting next on Tuesday, April 28.

Adjournment

Mayor Niedfeldt-Thomas adjourned the meeting at 8:55 p.m.

Adjournment
The meeting adjourned at 8:55 p.m.

Kari Niedfeldt-Thomas, Mayor

ATTEST: _____
Terri Spangrud, City Clerk



Agenda Section:	Consent Agenda
Meeting Date:	April 28, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: March 19, 2026 Equity Commission Meeting

Action Requested: Motion
Discussion
Informational
Public Hearing
(delete all but the Action Requested you need for your item)

Form of Action: Contract/Agreement
Resolution
Ordinance
N/A or Other
(delete all but the Form of Action for your item)

Votes Needed: 3 Votes
4 Votes
5 Votes
N/A
(delete all but the number of Votes needed for your item)

Summary Statement:	
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Recommendations:	
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Applicable Deadlines:	
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Community Impact:	
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Legislative History:	
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Strategic Priority:	<u>Financial Sustainability</u> <u>Staff Capabilities</u> <u>Economic Development</u> <u>City Assets</u> <u>Community Engagement & Belonging</u> <u>N/A</u> <i>(Delete all but the chosen Strategic Priority)</i>
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Fiscal Impact:	Financial Consideration?	<u>No</u> <u>Yes</u>
	Revenue/Expenditure Amount:	\$
	Financing Source:	<u>Budgeted</u> <u>Budget Modification</u> <u>Revenue</u> <u>Other</u> <u>N/A</u>
	Notes:	

Attachments:	<table border="1"> <tr> <td>1.</td> <td>2026.03.19 EC Minutes_Signed</td> </tr> </table>	1.	2026.03.19 EC Minutes_Signed
1.	2026.03.19 EC Minutes_Signed		



MINUTES
New Brighton Equity Commission
Regular Meeting – March 19, 2026
6:30 p.m.

I. Call to Order

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

II. Roll Call

Members Present: Commissioners Cathy Forbes, Liz Erstad-Hicks, Kami Miller, Melissa Spiess (attending remotely) and Kisten Thompson.

Members Absent: Commissioners Carlos Herrera, Sophie Jung, Michael Postle, and Ellen Weber.

Also Present: DEI Coordinator Hue Schlieu and Assistant Director Ben Gozola

III. Approval of Agenda

Motion by Commissioner Spiess, seconded by Commissioner Forbes to approve the agenda as presented.

A roll call vote was taken. Approved 5-0

IV. Approval of Minutes

Motion by Commissioner Forbes, seconded by Commissioner Thompson to approve the minutes from the February 19, 2026 meeting.

A roll call vote was taken. Approved 5-0

V. Business Items

A. Home Improvement Loan Program

Schlieu explained the Equity Commission provided feedback on the first draft of the Home Rehabilitation Loan Program on February 19, 2026. The program guidelines have been updated and feedback that was not incorporated into the guidelines has been responded to. Assistant Director Ben Gozola of Community Assets and Development, was in attendance to present the updated program and answer additional questions that Equity Commissioners may have. Staff asked that the Commission review the updated program guidelines, ask questions and provide any additional relevant feedback.

Assistant Director Gozola reviewed the updated Home Improvement Loan Program with the Equity Commission. He discussed the amount of LAHA dollars that had been allocated to this program and noted CEE had been chosen as the third party administrator.

Discussion included:

- The Commission appreciated the fact the program would be reviewed in one year and encouraged the City to consider what success means.
- The Commission recommended the language be more clearly defined when it comes to foreign nationals and if they were eligible for the program.
- The Commission questioned if the City should require applicants to get two bids for their projects.
- The Commission asked what the estimated cost would be for a homeowner to take out a loan. Staff explained they do not have these details yet.
- The Commission believed it was a burden to require applicants to purchase their building materials prior to receiving loan funding.
- The Commission appreciated all the ways staff had incorporated their feedback into the program.
- The Commission recommended the City track the median income of the applicants along with the neighborhoods the applicants live in.
- The Commission supported setting the AMI at 60% to begin with, noting this could increase to 80% if the City was not receiving applications for the program.
- Staff provided the Commission with information on how LAHA dollars are allocated to cities based on a tax that was collected in the metro area.
- The Commission requested staff investigate if those living in a home that was within a trust were eligible for this program.
- The Commission thanked staff for the updated information on the Home Improvement Loan Program.

VI. City Staff Update – Hue Schlieu, DEI Coordinator

Schlieu reported Ralph Reeder has started to provide rental and utility assistance. She explained the City of New Brighton has contributed LAHA dollars to this fund to assist New Brighton residents. She stated the community iftar dinner went well again this year. She noted conversations were being held about the community iftar dinner going forward. She indicated the Tibet Fest would be held on Sunday, May 10 from 12:00 p.m. to 5:00 p.m. She noted staff was taking YCC applications at this time.

VII. Chair Update – Kami Miller

Chair Miller had nothing additional to report.

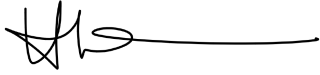
VIII. City Council Update – Emily Dunsworth

There was no report from the City Council.

IX. Adjournment – Next Meeting: April 16, 2026

The meeting adjourned at 7:38 p.m.

Respectfully submitted,

A handwritten signature in black ink, consisting of a stylized 'H' and 'S' followed by a long horizontal line.

Hue Schlieu
DEI Coordinator



Agenda Section:	Consent Agenda
Meeting Date:	April 28, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of 2026-2027 Master Labor Agreement between Local 49 and the City of New Brighton

Action Requested: Motion: X

Form of Action: Contract/Agreement: X

Votes Needed: 3 Votes: X

Summary Statement:	<ul style="list-style-type: none"> • Park and Public Works Maintenance Workers, Mechanic, Forester, and Treatment Plan Operators are represented by Local 49. The previous Master Labor Agreement with Teamsters ended on December 31, 2025. Negotiations were initiated with Local 49 to reach a new labor agreement. • Management and labor met one time on March 10, 2026 to discuss the labor agreement, with most conversations focused on updating the new contract name changes, wages, holiday, paid leave, and memorializing existing practices. Both parties are satisfied with the proposed agreement. • A summary of the most significant revisions is below, with a version of the new contract showing tracked changes attached: <ul style="list-style-type: none"> ○ Wages reflect a 6% increase in 2026 and 8% increase in 2027. (Appendix A)
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	<ul style="list-style-type: none"> ○ Multilingual Pay Differential - (Appendix A) ○ Union Dues - Employer agrees to deduct a dues amount of 1/2% of employee's regular hourly wages for all hours worked up to 40 hours per week. (Article 3.1) ○ Standby Duty person will not work past their 8 hour shift, if there is overtime available, the Standby Duty person will be the first person required to work overtime and be called back to perform overtime work. (Article 10.5) ○ Employees will receive a monthly HSA contribution, rather than an annual contribution. (Article 19.3) ○ Adjustments to clothing allowance will increase to \$410.00 each year during the duration of this contract. (Article 22.3) ○ Standby Duty person shall be compensated for 10 hours at 1-1/2 times the employee's pay rate. (Article 27.4) ○ Standby Remote Response person shall be compensated 0.25 hours at a rate of 1.5 times their base pay rate for each instance where they resolve any calls, emails or text messages (Article 27.6) ○ Eliminate Article 33 - Political Action Committee ○ MN Paid Leave - Employees pay 50%, Employer pays 50% of premium. (Article 39) <ul style="list-style-type: none"> ● Financial impacts will be incorporated into the 2026 and 2027 budget request processes.
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Recommendations:	Approve 2026-2027 Master Labor Agreement between Local 49 and the City of New Brighton.
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Applicable Deadlines:	Current Master Labor Agreement ended December 31, 2025.
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Community Impact:	Collective bargaining unions allow employees to negotiate wages, benefits, and workplace safety.
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Legislative History:	Representatives from management and Union met to discuss 2026-2027 labor agreement on March 10, 2026.
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Strategic Priority:	<u>N/A: X</u>
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Fiscal Impact:	Financial Consideration?	No <u>Yes: X</u>
	Revenue/Expenditure Amount:	Included in 2026 & 2027 budget cycles
	Financing Source:	<u>Budgeted: X</u>
	Notes:	

Attachments:	1. 49ers_Labor_Agreement_v3_tracked_changes 20260410
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MASTER LABOR AGREEMENT

BETWEEN

THE CITY OF NEW BRIGHTON

AND

**MINNESOTA TEAMSTERS PUBLIC AND LAW
ENFORCEMENT EMPLOYEES UNION, LOCAL NO. 320
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 49**

PUBLIC WORKS AND PARKS DEPARTMENTS

January 1, 2026 through December 31, 2027
January 1, 2025 through December 31, 2025

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**LABOR AGREEMENT
BETWEEN
CITY OF NEW BRIGHTON
AND
MINNESOTA TEAMSTERS
EMPLOYEES UNION, LOCAL NO. 320
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 49**

ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the City of New Brighton; hereinafter called the EMPLOYER, and ~~Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320~~ International Union of Operating Engineers Local No. 49, hereinafter called the UNION.

The intent and purpose of this AGREEMENT is to:

- 1.1 Establish certain hours, wages and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' agreement upon terms and conditions of employment for the duration of the AGREEMENT.

The EMPLOYER and the UNION, through this AGREEMENT, continue their dedication to the highest quality of public service. Both parties recognize this AGREEMENT as a pledge of their dedication.

ARTICLE 2 - RECOGNITION

- 2.1 ~~The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes, Section 179A.03, Subd. 14 in an appropriate bargaining unit consisting of the following job classifications:~~

~~Maintenance Worker
Mechanic~~

The International Union of Operating Engineers, Local 49, Minneapolis, Minnesota is certified as the exclusive representative for all public employees employed by the City of New Brighton, Minnesota in the Public Works and Parks department, within the meaning of Minn Stat.179A.03, Subd.14, consisting of the following job classifications:

- Parks Maintenance Worker

- Public Works Maintenance Worker
- Mechanic
- Forester
- Treatment Plant Operator

ARTICLE 3 - UNION SECURITY

In recognition of the UNION as the exclusive representative, the EMPLOYER shall:

~~3.1 Deduct, each payroll period, an amount sufficient to provide the payment of dues established by the UNION from the wages of all employees authorizing in writing such deductions.~~

~~3.2 Remit such deduction to the appropriate designated officer of the UNION.~~
The EMPLOYER agrees to deduct regular monthly UNION dues in an amount designated by the Union from the pay of bargaining unit EMPLOYEES who authorize such a deduction in writing, and the EMPLOYER shall remit such dues directly to the Union as provided in this Article. In addition to the regular monthly UNION dues, the EMPLOYER agrees to deduct a working dues assessment in the amount of one-half of one percent (1/2%) of the EMPLOYEE'S regular hourly wage for all hours worked up to 40 hours per week.

The EMPLOYER agrees to rely on a certification from the UNION identifying EMPLOYEES who have authorized the EMPLOYER to deduct such UNION dues from their wages. Such authorization will be effective until the UNION notifies the EMPLOYER that an EMPLOYEE has changed or cancelled the EMPLOYEE'S authorization in writing in accordance with the terms of the original authorization.

All dues money collected by the EMPLOYER through such deduction shall be remitted to the UNION along with a reporting form which states the EMPLOYEE'S name, last four digits of social security number, hours worked, and amount of working dues deducted, to the UNION'S office located at 2829 Anthony Lane South, Minneapolis, MN 55418 not later than the 15th day of the month following the month in which deductions were made.

3.3 The UNION may designate two (2) employees from the bargaining unit to act as Stewards and shall inform the EMPLOYER in writing of such choices. The UNION may designate two (2) employees from the bargaining unit to serve as alternatives to act as Stewards in their absence and shall inform the EMPLOYER in writing of such choices.

3.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the CITY as a result of any action taken or not taken by the CITY under the provisions of these Articles.

ARTICLE 4 - EMPLOYER SECURITY

- 4.1 The UNION agrees that during the life of this AGREEMENT, it will not cause, encourage, participate in or support any strike, slow down, or other interruption or interference with the normal functions of the EMPLOYER.
- 4.2 Any employee who engages in a strike may have their appointment terminated by the EMPLOYER effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the employee.
- 4.3 Any employee who is absent from any portion of their work assignment without permission, or who abstains wholly or in part from the full performance of their duties without permission from their EMPLOYER on the date or dates when a strike occurs is prima facie presumed to have engaged in a strike on such date or dates.
- 4.4 An employee who knowingly strikes and whose employment has been terminated for such action, may subsequent to such violation, be appointed or reappointed or employed or re-employed, but the employee shall be on probation for two years with respect to such civil service status, tenure of employment, or contract of employment, as the employee may have theretofore been entitled.
- 4.5 No employee shall be entitled to any daily pay, wages or per diem for the days in which the employee engaged in a strike.

ARTICLE 5 - EMPLOYER AUTHORITY

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs and the utilization of technology; to set and amend budgets; to determine the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited to this AGREEMENT.
- 5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely with the discretion of the EMPLOYER to modify, establish, or eliminate.

ARTICLE 6 - EMPLOYEES RIGHTS - GRIEVANCE PROCEDURE

- 6.1 **DEFINITION OF A GRIEVANCE:** A grievance is defined as a dispute or disagreement as to the interpretation or application of specific terms and conditions of this AGREEMENT.
- 6.2 **UNION REPRESENTATIVES:** The EMPLOYER will recognize representatives designated by the UNION in section 3.3 of this contract as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated.

6.3 PROCESSING OF A GRIEVANCE: It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the UNION representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided the employee and the UNION representative have notified and received the prior approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

6.4 PROCEDURE: Grievances as defined by Section 6.1, shall be resolved in conformance with the following procedures:

STEP 1: An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within ten (10) calendar days after such alleged violation has occurred, present in writing such grievance to the employee's supervisor as designated by the EMPLOYER. The EMPLOYER designated representatives will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested and shall be appealed to Step 2 with ten (10) calendar days after the EMPLOYER designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

STEP 2: If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 2 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 with ten (10) calendar days following the EMPLOYER designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

STEP 3: If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 3 representative. The EMPLOYER designated Step 3 representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

STEP 4: A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules

Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

6.5 ARBITRATOR'S AUTHORITY:

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any of the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

6.6 WAIVER:

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or any appeals thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION.

6.7 CHOICE OF REMEDY:

If, as a result of the written EMPLOYER response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of ARTICLE VI or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of ARTICLE VI, the grievance is not subject to the arbitration procedure as provided in Step 4 of ARTICLE VI. The aggrieved employee shall indicate in writing which procedure is to be utilized (Step 4 of ARTICLE VI or another appeal procedure) and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making subsequent appeal through Step 4 of ARTICLE VI.

An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in *EEOC v. Board of Governors of State Colleges and Universities*, 957 F.2d 424 (7th Cir.), cert denied, 506 U.S. 906, 113 S. Ct. 299 (1992) or if *Board of Governors* is judicially or legislatively overruled, this paragraph shall be immediately null and void and shall be deleted from this Agreement.

ARTICLE 7 - DEFINITIONS

- 7.1 UNION: ~~The Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320.~~ The International Union of Operating Engineers Local No. 49.
- 7.2 EMPLOYER: The City of New Brighton
- 7.3 UNION MEMBER: A member of the ~~Minnesota Teamsters Public and Law Enforcement Employees Union, Local 320.~~ International Union of Operating Engineers Local No. 49.
- 7.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 7.5 BASE PAY RATE: The employee's hourly pay rate exclusive of longevity or any other special allowances.
- 7.6 SENIORITY: Length of continuous service with the EMPLOYER.
- 7.7 COMPENSATORY TIME: Time off the employee's regularly scheduled work schedule equal in time to overtime worked.
- 7.8 SEVERANCE PAY: Payment made to an employee upon honorable termination of employment.
- 7.9 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of either eight (8) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period.
- 7.10 CALL BACK: Return of an employee to a specific work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back. An extension of call back in order to perform an additional task does not qualify for separate call back compensation unless the employee has already departed from the original call back.
- 7.11 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions of compensation or the rights, privileges, or obligations of employment.

- 7.12 SPLIT SHIFT: An assigned work shift of non-continuous work time where assigned work is broken by a non-paid break other than for a meal.
- 7.13 SHIFT DIFFERENTIAL: An hourly payment of twenty-five (\$.25) per hour for those hours worked by an employee on split shifts assigned by the EMPLOYER. Call backs to work do not qualify for this premium.
- 7.14 IMMEDIATE FAMILY: The definition of immediate family ~~will include employee's spouse and the following family members: parents, parents-in-laws, sister, brother, son, daughter, grandparents, grandchildren, son-in-law, daughter-in-law, step-sons, step-daughters, of the employee or spouse and other family members as defined by Minn. Stat. 181.9413.~~ shall include employee's family members as defined by Section 3.17 (Definition) of the City of New Brighton Employee Handbook. For purposes of Earned Sick and Safe Time, the definition of family member is defined by Minn. Stat. 181.9445.
- 7.15 CITY: Anyone not represented by ~~Teamsters~~ Local 49.

ARTICLE 8 - SAVINGS CLAUSE

- 8.1 This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the ~~signed Municipality~~ City of New Brighton. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this AGREEMENT shall continue in force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE 9 - WORK SCHEDULES

- 9.1 The sole authority in work schedules is the EMPLOYER. The normal work day for an employee shall be eight (8) hours. The normal work week shall be forty (40) hours Monday through Friday.
- 9.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis other than the normal 7:00 a.m. - 3:00 p.m. day. The EMPLOYER will give advance notice to the employees affected by the establishment of work days or shifts different from the employee's normal eight (8) hour work day.
- 9.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal work day be scheduled to work more than eight (8) hours; however, such employee has an obligation to work overtime or call backs if requested, unless unusual circumstances prevent the employee from so working.

Service to the public may require establishment of regular work weeks that schedule work on Saturdays and/or Sundays.

ARTICLE 10 - OVERTIME PAY/COMP TIME

10.1 Hours worked in excess of eight (8) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period will be compensated for at one and one-half (1-1/2) times the employee's regular base pay rate. For the purpose of computing overtime, use of accrued vacation leave and/or use of accrued sick leave will count as hours worked.

10.2 Employees required to work any overtime will be provided the opportunity to accrue a maximum of 120 hours of compensatory time for overtime hours actually worked in a given year. The use of compensatory time, when requested, shall be subject to the approval/disapproval of the department supervisor. At the time of request, comp time usage must not result in less than the required working crew for the projects planned.

Requests will be denied during those times when seasonal workload demands require personnel.

Any compensatory time above 24 hours as of November 1st of each year will be paid off to employees in the form of a contribution to the employee's retirement health savings account annually in November. Any remaining compensatory hours at the end of the fiscal year shall be carried over to the following fiscal year.

10.3 Compensatory time will not be able to be accrued for standby hours. However, any overtime hours worked while on standby will be eligible for compensatory time.

10.4 Overtime will be based on seniority, to the extent practicable, except as provided in Sections 10.5, 10.7, and 10.9. All positions covered by this contract, excluding parks maintenance workers unless they are deemed qualified by the EMPLOYER, will be included in seniority overtime considerations.

10.5 The Standby Duty person will not work past their eight-hour shift; if work crews have been assigned to and are working on a project at the end of a daily shift, the existing work crew will be allowed to continue, and the Standby Duty person will remain on-site, regardless of the requirements of Section 10.4. If there is overtime available, the Standby Duty person will be the first person required to work overtime or to be called back in to perform the overtime work. Any new or additional employees assigned to work will be based on seniority, except as provided for by Section 10.7.

10.6 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

10.7 If an emergency occurs, the City ~~may~~will be allowed the ability to call-in the employee deemed, in the City's sole opinion, to be most qualified for handling the emergency, without meeting the seniority provisions of Section 10.4. The intent of this section is to allow flexibility to the City for handling critical emergencies.

- 10.8 Overtime, excluding weekend standby duty as identified in Section 27.3, will be paid at the rate of one and one-half (1-1/2) times the employee's regular base pay rate.
- 10.9 Use of Standby Duty person for overtime. When overtime opportunities arise, the active Standby Duty person will be expected to respond. Additional personnel shall be called in, pursuant to Section 10.7 for those instances where the Standby Duty Person is not qualified or is otherwise ~~incapable~~ unable of handling the overtime situation.

ARTICLE 11 - CALL BACK

- 11.1 An employee called in for work at a time other than the employee's normal scheduled shift will be compensated for a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee's base pay rate.

ARTICLE 12 - LEGAL DEFENSE

- 12.1 Employees involved in litigation because of negligence, ignorance of laws, non-observance of laws, or as a result of employee judgmental decision may not receive legal defense by the municipality.
- 12.2 Any employee who is charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of their employment, when such act is performed in good faith and under direct order of the employee's supervisor, shall be reimbursed for reasonable attorney's fees and court costs actually incurred by such employee in defending against such charge.

ARTICLE 13 - RIGHT OF SUBCONTRACT

- 13.1 Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by employees covered under this AGREEMENT.

ARTICLE 14 - DISCIPLINE

- 14.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following terms:
- A. Oral reprimand;
 - B. Written reprimand;
 - C. Unpaid suspensions;
 - D. Demotion;
 - E. Discharge.
- 14.2 Suspensions, demotions, and discharges will be in written form.
- 14.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the UNION will receive a copy of such reprimands and/or notices.

- 14.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 14.5 Employees will not be questioned concerning an investigation or disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such questioning.
- 14.6 Grievances relating to this Article shall be initiated by the UNION in Step 2 of the grievance procedure under Article VI.

ARTICLE 15 - SENIORITY

- 15.1 Seniority will be the determining criteria for transfers, promotions, and lay-offs only when all other qualifications are equal.
- 15.2 Seniority will be the determining criteria for recall when the job-relevant qualification factors are equal. Recall rights under this provision will continue for twelve (12) months after lay-off. Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit recall rights.

ARTICLE 16 - PROBATIONARY PERIODS

- 16.1 All newly hired or rehired employees will serve a one-year probationary period. This probationary period may be extended at the discretion of the EMPLOYER for no more than ninety (90) days. The employee shall be notified of any extensions and the reasons for the extension in writing prior to the end of the initial probationary period.
- 16.2 All employees will serve a six-month probationary period in any job classification in which the employee has not served a probationary period. This probationary period may be extended at the discretion of the EMPLOYER for no more than ninety (90) days. The employee shall be notified of any extensions and the reasons for the extension in writing prior to the end of the initial probationary period.
- 16.3 At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER.
- 16.4 At any time during the probationary period a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the EMPLOYER.

ARTICLE 17 - SAFETY

- 17.1 The EMPLOYER and the UNION agree to jointly promote safe and ~~healthful~~healthy working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner and to obey all OSHA requirements.

ARTICLE 18 - JOB POSTING

18.1 The EMPLOYER and the UNION agree that permanent job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within provided the applicants:

- A. Have the necessary qualifications to meet the standards of the job vacancy;
- B. Have the ability to perform the duties and responsibilities of the job vacancy.

18.2 Employees filling a higher job class based on the provisions of this Article shall be subject to the conditions of ARTICLE ~~2616~~ (PROBATIONARY PERIODS).

18.3 The EMPLOYER has the right of final decision in the selection of employees to fill posted jobs based on qualifications, abilities, and experience.

Job vacancies within the designated bargaining unit will be posted for five (5) working days so that members of the bargaining unit can be considered for such vacancies.

ARTICLE 19 - HOSPITAL, MEDICAL

19.1 Effective 1/01/202~~65~~, The EMPLOYER will contribute \$1,0~~8745~~/month for EMPLOYEES requesting single health insurance, \$1,6~~61597~~/month for EMPLOYEES requesting single +1 coverage, and \$1,8~~7806~~/month for EMPLOYEES requesting and qualifying for dependent (family) coverage for the policy period -January 1, 202~~65~~ to December 31, 202~~65~~.

19.2 ~~2027 health insurance contributions in the Hospital, Medical Article (19.1, 19.3, and 19.5) are subject to a re-opener to be scheduled in Fall 2026. Reserved for future annual re-opener clause.~~

19.3 EMPLOYEES that participate in the City of New Brighton Health Savings Account Program (HDHP-HSA Health Insurance Plan or Equivalent) will receive an (Per IRS regulations) annual deductible contribution from the City. The EMPLOYER will deposit the deductible into the EMPLOYEE'S Health Savings Account ~~in equal installments each month with deposits made during the first payroll of each month. during the first payroll period of the New Year.~~ All EMPLOYEE'S will receive a maximum ~~deductible-HSA~~ contribution of \$1,500.00 per year for single coverage, \$1,650 for single coverage on the \$8,5~~300~~ ~~high~~ deductible plan, \$2,300.00 per year for single+ 1 coverage, \$3,300 for single +1 coverage on the \$17,0~~600~~ plan, \$2,300.00 per year for family, and \$3,800 for family coverage on the \$17,0~~600~~ plan from the City and based upon the EMPLOYEES continued enrollment in the City's HDHP-Health Savings Account Insurance Plan. The EMPLOYER will fund the start-up fee and all monthly fees associated with the Health Savings Account (HSA) for those EMPLOYEES participating in the Health Savings Account (HSA).

If an EMPLOYEE participates in the HDHP-HSA Health Insurance plan and then elects not to participate during the open enrollment period, he/she will not be eligible to receive the City's Health Savings Account contribution in future years.

For those employees that elect coverage under the highest deductible plan (\$8,5300/\$17,0600), the City will contribute the monthly cost of an accident coverage plan.

- 19.4 Effective January 1, 2001, the EMPLOYER initiated a cafeteria benefits program to provide more options to employee's relating to overall benefit selection. The City's Health Insurance Program is included within the EMPLOYER'S cafeteria benefits program.
- 19.5 Effective January 1, 2020, employees have the ability to opt out of health insurance, provided proof of insurance coverage is provided from the other insurance carrier. The City will pay \$350/month [in 2025 through the duration of this agreement](#) to employees opting out, which would be eligible to be used within the cafeteria benefits program.
- 19.6 Optional benefits. Employees may utilize any EMPLOYER monetary contributions available after health insurance premiums are satisfied for the purpose of selecting additional benefits, from the City's cafeteria benefits program.
- 19.7 In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the EMPLOYER to be subject to a penalty, tax or fine, the UNION and the EMPLOYER will meet immediately to bargain over alternative provisions so as comply with the Act and avoid any penalties, taxes or fines for the EMPLOYER.

ARTICLE 20 - HOLIDAYS

20.1 The following are established as holidays:

- A. New Year's Day, January 1
- B. Martin Luther King, Jr. birthday, third Monday in January
- C. President's Day, third Monday in February
- D. Memorial Day, last Monday in May
- E. Independence Day, July 4
- F. Juneteenth, June 19
- G. Labor Day, first Monday in September
- H. Veteran's Day, November 11
- I. Thanksgiving Day, fourth Thursday in November
- J. Friday after Thanksgiving
- K. Christmas Day, December 25

20.2 When January 1, July 4, November 11 or December 25 fall on a Sunday, the following day shall be the holiday; when the day falls on Saturday, the preceding day shall be the holiday.

20.3 In addition to holidays specified in Section 20.1, there shall be given to each employee covered by this AGREEMENT two holidays whose days shall be determined by mutual agreement of the employee and the EMPLOYER-designated supervisor. An employee must request the day for these holidays no less than 24 hours prior to such day from the EMPLOYER-designated supervisor. The designated EMPLOYER representative may refuse such request if, in [his their](#)

judgment, it would adversely affect the operation of the City. The two holidays (referred to as Floating Holidays) must be used during the calendar year in which they were earned.

- 20.4 Employees required to work on any of the Holidays identified and described in Sections 20.1-20.2 will receive compensation at the rate of 1.5 times the employee’s regular rate of pay for all hours worked.

ARTICLE 21 - VACATION

- 21.1 Each full-time employee covered by this AGREEMENT will earn vacation leave as shown on the table below. This vacation leave will accrue at a rate of 1/12th the annual rate per month of full time service.

<u>Years of Employment</u>	<u>Hours of Vacation Per Year of Full Time Service</u>	<u>Maximum Accrual Allowed</u>
0-3	80	260
4-5	88	260
6-10	120	260
11	128	260
12	136	260
13	144	260
14	152	260
15	160	260
20	180	260
21	184	260
22	188	260
23	192	260
24	196	260
25	200	260

- 21.2 Vacation leave may be used as earned provided that the Employer-designated supervisor shall determine the time at which such leave is taken, and provided that no vacation leave is being used prior to the employee completing his/her first six months of employment with the City. Employees requesting vacation time shall request and receive approval/disapproval from their supervisor at least three (3) working days in advance of the vacation being requested.
- 21.3 Employees who exceed the accrual limits, without prior authorization by the City Manager, will have their records adjusted at the end of each calendar year to their maximum accrual level.
- 21.4 An employee leaving the municipality's service in good standing and after giving two weeks' written notice to the Employer-designated supervisor, shall be compensated for up to 260 hours of accrued vacation leave.

ARTICLE 22 - UNIFORMS

- 22.1 Each employee shall be provided a clean uniform for each work day by the EMPLOYER.

Maintenance employees who choose to opt out of the uniform rental program may do so with the approval of the Public Works Superintendent.

The opted out employees will receive up to \$206 per year to purchase their own work pants. The work pants purchased must be made of a durable and sturdy material, and the employee must turn in an employee expense statement for reimbursement.

Opted out employees will be responsible for the laundering, repair, and replacement of the purchased pants.

- 22.2 The City shall initially provide each employee with two pairs of laced boots from a vendor of the City's choice that meet OSHA Standard Number 1910.136. If an employee desires to vary from the City selected boot, the employee will be responsible for any price deviation. The City will contribute the following amounts for boots from a City approved vendor:

1/1/ 2025 2026	\$309
<u>1/1/2027</u>	<u>\$ 309</u>

Employees ~~will be expected to~~must wear the safety boots at all times on the job.

- 22.3 Clothing Allowance: New hires to receive \$~~410360.50~~ at the start of employment. All other employees shall receive a clothing allowance of ~~\$410360.50 for all three years~~ each year for the duration of this contract, with the ability to select more options through the City's uniform provider.

ARTICLE 23 - SICK LEAVE

- 23.1 Rate of Accrual. Sick leave with pay shall be accrued by permanent full-time employees at an hourly rate of 0.461 based on hours paid, equivalent to maximum of 96 hours per year.
- 23.2 Use Restricted. Paid sick leave shall be granted only to those employees who have accrued sick leave time.
- 23.3 Purpose. Sick leave may be used for purposes described in the Minnesota Earned Sick and Safe Time law, Minn. Stat. 181.9447.
- 23.4 Use for Funerals/Family Illness. Employees may use up to 3 days of paid funeral leave to attend the funeral of a member of the employee's immediate family. Immediate Family shall include employee's family members as defined by Section 3.17 (Definition) of the City of New Brighton Employee Handbook.

Sick leave may be used for care for a family member as defined by Minn. Stat. 181.9445 and for purposes as described in the Minnesota Earned Sick and Safe Time law, Minn. Stat. 181.9447.

- 23.5 Notice. In order to be eligible for sick leave with pay an employee must notify the employee's supervisor or department head as soon "as practicable" in unforeseen circumstances; and individuals shall keep the department head informed of the employee's condition if the absence is more than three days duration.
- 23.6 Substantiation. Proof to support sick leave shall be required as follows:
- A. An attending doctor's statement may be required for any sick leave taken after three (3) consecutive work days;
 - B. An employee claiming sick leave may be required to file competent written evidence that the employee has been absent as authorized. Sick leave taken immediately preceding termination of employment or retirement of an employee shall always be substantiated by a written medical report.
 - C. An employee who has been unable to work for a period of time because of illness or accident, may be required, before being permitted to return to work, to provide medical evidence that the employee is again able to perform all essential duties of the job in a competent manner and without hazard to the employee or others.
 - D. The City Manager may require a medical examination, ~~or both~~, as deemed necessary before or during an approved utilization of sick leave. Any required medical examination shall be paid by the City.
- 23.7 When Denied. No sick leave shall be allowed for illness, injury or physical inability resulting from misconduct on the job except as provided in Section 15.9 (Sick Leave Section) of the City of New Brighton Employee Handbook. No additional time off will be allowed for any holidays occurring during an employee's sick leave. No sick leave benefits of any kind shall be granted after termination of employment.
- 23.8 Effect on Accumulation. Employees using sick leave shall be considered to be working for the purpose of accumulating additional vacation leave or sick leave. Only days which the employee would normally have worked shall be charged against the employee's sick leave account.
- 23.9 Maximum Accrual. Sick leave may be accumulated to a maximum of one thousand forty (1040) hours.
- 23.10 Abuse. Claiming sick leave when physically fit, except as permitted in this section may be cause for disciplinary action, including transfer, suspension, demotion, or dismissal.

ARTICLE 24 - SEVERANCE

- 24.1 Effective January 1, 2009, if an employee leaves the organization in good standing with twenty (20) or more years of service with the City and has accrued sick leave hours in his/her account, the employee is eligible to receive the following contributions by the EMPLOYER into a post-retirement health savings account plan, subject to the provisions of such plan.

- 75% (1040 hours to 961 hours);
- 70% (960 hours to 921 hours);
- 65% (920 hours to 881 hours);
- 60% (880 hours to 801 hours);
- 55% (800 hours to 761 hours);
- 50% (760 hours to 0 hours).

Effective January 1, 2009, if an employee leaves the organization - in good standing after submitting a two weeks written notice of resignation - with ten (10) or more years of service with the City and has 960 hours or less of accrued sick leave in their account, the employee is eligible to receive 40% of their accrued sick leave (Maximum of 384 hours) in the form of an EMPLOYER contribution into the employee's post-retirement health savings plan, subject to the provisions of the plan.

ARTICLE 25 - INJURY ON DUTY – ELIMINATED EFFECTIVE DECEMBER 31, 2017

~~Language sunset on December 31, 2017.~~

ARTICLE 26 - MECHANICS TOOLS

26.1 An employee classified as a mechanic will be furnished with required tools by the City.

ARTICLE 27 - STANDBY DUTY

27.1 Service to the public requires employees of the New Brighton Public Works Department to work on standby duty on a periodic basis.

27.2 The EMPLOYER shall establish and post a list of employees to have standby duty on particular weeks.

27.3 The employee on standby duty shall work three (3) hours on Saturday and three (3) hours on Sunday on the week the employee is scheduled in accordance with duties assigned by the EMPLOYER and shall be compensated at one and one-half (1-1/2) times the employee's pay rate.

27.4 In addition to the duties and compensation specified in Section 27.3, the employee on standby duty shall be compensated for ~~ten (10)~~ ~~nine (9)~~ hours of standby at one and one-half (1-1/2) times the employee's pay rate for the period of the designated week from 3:00 p.m. Wednesday to 7:00 a.m. the following Wednesday. Standby means the employee shall be readily available for contact by the EMPLOYER on designated weeks from 3:00 p.m. Wednesday to 7:00 a.m. the following Wednesday. For any of the declared Holidays identified in Section 20.1 falling on a regular workday, the employee on Standby shall receive one (1) additional hour of Standby pay.

27.5 Unless unusual circumstances warrant, the standby duty list of employees shall take precedence over any overtime list maintained by the EMPLOYER during standby duty hours. In the event the employee on standby duty develops a conflict and is unable to be available

during all or a portion of the assigned standby duty time, the employee will be responsible for notifying the supervisor and for indicating who is willing to serve such standby time on the employee's behalf. For purposes of this section, the overtime provisions of Section 10.4 do not apply. The supervisor shall be responsible for approving any changes to the established standby schedule.

27.6 Standby Remote Response. An employee on standby shall be compensated 0.25 hours at a rate of one and one half (1.5) times their base pay rate for each instance where an employee resolves any call, email, or text message without having to physically respond to the call. An employee who attempts to resolve a call out remotely but ends up having to physically report to work shall be eligible for Call Back Pay under 11.1.

ARTICLE 28 - CREW LEAD

28.1 Any employee assigned the work of a crew lead shall be compensated at the hourly rate established for the position of crew lead as specified in the Wage Appendix.

ARTICLE 29 - RESIDENCY REQUIREMENT

29.1 There shall be no residency requirement for employees covered by this AGREEMENT. No employee, however, is permitted to take a City vehicle home outside of the corporate limits of the City of New Brighton without permission of the City Manager.

ARTICLE 30 - LICENSES

30.1 EMPLOYER agrees to pay the difference between the cost of a Class C and Class B or Class A Minnesota Driver's License, including the cost of any endorsements required by the EMPLOYER for work duties.

Employer will pay a ~~one-time~~ one-time incentive bonus of \$500 if Class A is possessed currently, or in the future.

30.2 In the event that an employee experiences a loss of CDL licensure for medical reasons, the EMPLOYER will reassign that employee to non-CDL duties for a period of up to 60 days to the extent the EMPLOYER determines that meaningful non-CDL assignment duties exist. Medical conditions that cause a loss of license are subject to state law and regulation and review by a doctor selected by the EMPLOYER as allowed by state law.

ARTICLE 31 - WAIVER

31.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.

31.2 The parties mutually acknowledge that during negotiations which resulted in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing with this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER

and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT, even though such terms and conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 32 - POST-RETIREMENT WAGE CONTRIBUTION

32.1 Effective January 1, 2007, in compliance with IRS rule changes pertaining to retirement health savings (RHS) plans, the public works UNION is hereby considered a group that will have 1% of the employees pay put into an RHS. Contributions are an expense to the employee. Any employee leaving the city in good standing after submitting two weeks' written notice of resignation and qualifying for severance shall have the severance deposited into the employee's RHS.

ARTICLE 33 - POLITICAL ACTION COMMITTEE – ELIMINATED, EFFECTIVE JANUARY 1, 2026

~~33.1 Effective January 1, 2009, upon the City's receipt of a properly executed voluntary authorization card from the employee, the EMPLOYER will deduct from the employee's salary such amounts as the employee authorizes to pay to the International Brotherhood of Teamsters D.R.I.V.E. (Democratic-Republican-Independent Voter Education).~~

ARTICLE 34 - LIMITED TERM EMPLOYEES

34.1 EMPLOYER may hire four (4) limited term maintenance workers that are allowed to work a maximum of 180 days in a calendar year from April 1st –November 15th in either a full-time or part-time capacity. Limited term maintenance workers that are scheduled to work the full 180 days in a calendar year will be subject to paying union dues commencing at the start of their employment. Limited term maintenance workers will be assigned to one department for the duration of their 180-day work schedule. If the EMPLOYER deems the services of a limited term maintenance worker to be unnecessary, the City will release that individual from employment with the City at its sole discretion.

34.2 All overtime hours will be offered to full-time employees prior to offering such work to a [seasonal/temporary/limited term](#) maintenance worker.

34.3 Limited term maintenance workers are entitled to holiday pay for any holiday described in Article 20 that falls during their scheduled work week. They are not eligible for any other wage, benefit or other provision set forth in the Labor Agreement.

34.4 The City shall initially provide each limited term maintenance worker with one pair of laced steel-toed boots from a vendor of the City's choice. If an employee desires to vary from the City selected boot, the employee will be responsible for any price deviation. The City will contribute the following dollar amount in future years to all returning temporary maintenance workers that will be used towards the purchase of steel-toed boots from a City approved vendor:

01/1/ 2025 2026	\$309
01/1/ 2025 2027	\$309
01/1/2025	\$309

Employees ~~will be expected~~ must wear the safety boots at all times on the job.

ARTICLE 35 - JOB CLASSIFICATION, SALARIES AND STEP SYSTEM

35.1 Hourly rates and classifications are established in APPENDIX A.

ARTICLE 36 - TREATMENT PLANT OPERATOR

36.1 Any employee assigned the position of Treatment Plant Operator shall be compensated at the hourly rate established for the position in the Wage Appendix. Management retains the right to select which employee covered by this agreement shall be assigned this title and the corresponding job duties. The employee designated as the Treatment Plant Operator shall be assigned by the EMPLOYER on an annual basis. The EMPLOYER retains the sole right to reassign the duties to a different employee at any time if deemed necessary due to performance or disciplinary issues in the sole discretion of the EMPLOYER.

ARTICLE 37 - DURATION

This AGREEMENT shall be effective as of the first day of January, 202~~6~~5 and shall remain in full force and effect until the thirty-first day of December, 202~~7~~5.

ARTICLE 38 - PAID PARENTAL LEAVE

The City of New Brighton will provide eligible employees with up to 80 hours (two weeks) of paid parental leave per section 16.16(a) of the City of New Brighton Employee Handbook.

ARTICLE 39 – MINNESOTA PAID LEAVE

Effective January 1, 2026, the EMPLOYER shall pay 50% of the premiums required by the State of Minnesota for Family and Medical Leave under Minnesota Statutes Section 268B.14. Each EMPLOYEE shall pay, through a deduction in their wages, the remaining 50%, which shall be in equal proportion to the premiums paid based on the wages of that EMPLOYEE in accordance with state law.

Effective January 1, 2026, EMPLOYEEs will have the option to supplement Paid Time Off with any benefits they are eligible to receive from Minnesota Paid Family and Medical Leave. This coordination will not provide greater than 100% of the -EMPLOYEE's usual weekly wage.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on this __ day of _____, 20264.

FOR THE CITY OF NEW BRIGHTON

FOR LOCAL 49 TEAMSTERS LOCAL NO. 320

Kari Niedfeldt-Thomas
Mayor

Ryan Davies
Business Manager

Devin Massopust
City Manager

Matt Nystrom Erik Skoog
Business Agent

Adam Nelson
Union Steward

Travis Vlastnik
Union Steward

Charles Prasek
Union Steward

Dave Hodgman
Union Steward

Charles Prasek
Union Steward

Dave Hodgman
Union Steward

APPENDIX A - WAGES

20265 HOURLY WAGES

THE FOLLOWING WAGE SCHEDULE SHALL BE EFFECTIVE JANUARY 1, 20265 (3%-6%COLA* AND STEP INCREASES):

		Steps								
	Grades	1	2	3	4	5	6	7	8	9
Forester	9	<u>37.86</u>	<u>39.08</u>	<u>40.36</u>	<u>41.68</u>	<u>43.03</u>	<u>44.42</u>	<u>45.87</u>	<u>47.36</u>	<u>48.90</u>
		<u>35.72</u>	<u>36.87</u>	<u>38.08</u>	<u>39.32</u>	<u>40.59</u>	<u>41.91</u>	<u>43.27</u>	<u>44.68</u>	<u>46.13</u>
Treatment Plant Operator	8	<u>34.42</u>	<u>35.54</u>	<u>36.69</u>	<u>37.88</u>	<u>39.11</u>	<u>40.39</u>	<u>41.70</u>	<u>43.05</u>	<u>44.46</u>
		<u>32.47</u>	<u>33.53</u>	<u>34.61</u>	<u>35.74</u>	<u>36.90</u>	<u>38.10</u>	<u>39.34</u>	<u>40.61</u>	<u>41.94</u>
Crew Lead	8	<u>34.42</u>	<u>35.54</u>	<u>36.69</u>	<u>37.88</u>	<u>39.11</u>	<u>40.39</u>	<u>41.70</u>	<u>43.05</u>	<u>44.46</u>
		<u>32.47</u>	<u>33.53</u>	<u>34.61</u>	<u>35.74</u>	<u>36.90</u>	<u>38.10</u>	<u>39.34</u>	<u>40.61</u>	<u>41.94</u>
Mechanic	7	<u>32.16</u>	<u>33.21</u>	<u>34.29</u>	<u>35.40</u>	<u>36.55</u>	<u>37.75</u>	<u>38.98</u>	<u>40.24</u>	<u>41.54</u>
		<u>30.34</u>	<u>31.33</u>	<u>32.35</u>	<u>33.40</u>	<u>34.48</u>	<u>35.61</u>	<u>36.77</u>	<u>37.96</u>	<u>39.19</u>
Maintenance Worker	6	<u>30.07</u>	<u>31.04</u>	<u>32.05</u>	<u>33.09</u>	<u>34.16</u>	<u>35.28</u>	<u>36.42</u>	<u>37.60</u>	<u>38.83</u>
		<u>28.37</u>	<u>29.28</u>	<u>30.24</u>	<u>31.22</u>	<u>32.23</u>	<u>33.28</u>	<u>34.36</u>	<u>35.47</u>	<u>36.63</u>

2027 HOURLY WAGES

THE FOLLOWING WAGE SCHEDULE SHALL BE EFFECTIVE JANUARY 1, 2027 (8% AND STEP INCREASES):

		Steps								
	Grades	1	2	3	4	5	6	7	8	9
Forester	9	40.89	42.21	43.59	45.01	46.47	47.97	49.54	51.15	52.81
Treatment Plant Operator	8	37.17	38.38	39.63	40.91	42.24	43.62	45.04	46.49	48.02
Crew Lead	8	37.17	38.38	39.63	40.91	42.24	43.62	45.04	46.49	48.02
Mechanic	7	34.73	35.87	37.03	38.23	39.47	40.77	42.10	43.46	44.86
Maintenance Worker	6	32.48	33.52	34.61	35.74	36.89	38.10	39.33	40.61	41.94

*All shift differentials and allowances will increase by the same annually negotiated COLA.

In order to recruit the best overall individual, the City of New Brighton has the right to place incoming individuals on the pay plan commensurate with their experience and qualifications. To account for seniority, should this placement exceed an existing employee's step, the latter would receive the same step as the former, contingent upon the latter having the appropriate experience.

MULTILINGUAL PAY DIFFERENTIAL

The EMPLOYER approved a Multilingual Pay Policy in the City of New Brighton's Employee Handbook Section 12.16 to recognize the added value and responsibilities of staff who provide services in multiple languages. The Multilingual Pay Policy allows eligible employees to receive a pay differential of \$1.00 per hour worked.

1. All eligible employees meeting the eligibility criteria may initiate a request for the pay differential by submitting the Multilingual Pay Request Form to their supervisor.
2. Final approval of the pay differential is contingent upon meeting the eligibility requirements and Department Director approval.
3. An annual review is required for all employees receiving the multilingual pay differential and should be conducted in alignment with the annual performance evaluation cycle.
4. The City reserves the right to modify, suspend, or discontinue this policy at its discretion.



Agenda Section:	Consent Agenda
Meeting Date:	April 28, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Memorandum of Understanding between Local 49 and the City of New Brighton to establish summer work hours

Action Requested: Motion: X

Form of Action: Contract/Agreement: X

Votes Needed: 3 Votes: X

Summary Statement:	<ul style="list-style-type: none"> • Parks and Maintenance Workers, Mechanic, Forester, and Treatment Plant Operator are represented by Local 49 • The proposed MOU establishes summer hours for employees of the union represented by Local 49. This proposed MOU is intended to clarify and temporarily modify the collective bargaining agreement work schedule provisions.
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Recommendations:	Approve Memorandum of Understanding between Local 49 and the City of New Brighton to authorize summer hours.
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Applicable Deadlines:	N/A
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Community Impact:	N/A
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Legislative History:	March 10, 2026 - Representatives from management and Union met to discuss and tentatively agree on the proposed MOU.
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Strategic Priority:	<u>Staff Capabilities: X</u>
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Fiscal Impact:	Financial Consideration?	<u>No: X</u> Yes
	Revenue/Expenditure Amount:	N/A
	Financing Source:	N/A
	Notes:	

Attachments:	1. 2026_Local 49 Summer Hours MOU FINAL
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MEMORANDUM OF UNDERSTANDING

Between
City of New Brighton (the “Employer”)
and
International Union of Operating Engineers, Local No. 49 (the “Union”)

This Memorandum of Understanding (“MOU”) is entered into by and between the City of New Brighton and the International Union of Operating Engineers, Local No. 49, to establish summer work hours and related terms and conditions. This MOU is intended to clarify and temporarily modify the applicable collective bargaining agreement provisions only as specifically set forth herein.

The parties have agreed to the following language:

PURPOSE

This Memorandum of Understanding shall be effective beginning the **first full week after Memorial Day** and shall remain in effect through the **last full week before Labor Day** of each calendar year.

EFFECTIVE DATES

This Memorandum of Understanding shall **automatically renew each subsequent summer period** on the same terms and conditions unless either party provides written notice of its intent not to renew at least seven (7) days prior to the start of the first full week in May.

SUMMER HOURS

The Employer agrees to change the work schedule to a work week of four (4) nine (9) hour days, Monday through Thursday, and one (1) four (4) hour day on Friday, employees will receive their normal breaks. The normal work day will be from 6:30 a.m. to 3:30 p.m., Monday through Thursday; and 6:30 a.m. to 10:30 a.m. on Friday; except that during weeks that include a paid holiday, the work schedule will consist of three (3) nine (9) hour days, one (1) five (5) hour day, and one (1) eight (8) hour paid holiday.

Overtime and Leave

The parties hereby agree that the following changes shall apply:

1) Hours worked in excess of nine (9) hours within a twenty-four (24) hour period from Monday through Thursday, or in excess of four (4) hours within a twenty-four (24) hour period on Friday, or more than forty (40) hours within a seven (7) day period, will be compensated at one and one-half (1-1/2) times the employee’s regular base rate of pay. For purposes of this section, “hours worked” shall include hours designated as holiday, sick, vacation, or compensatory time off.

2) Any vacation, compensatory, or sick leave taken Monday through Thursday shall be charged at the rate of nine (9) hours per day, and leave taken on Fridays shall be charged at the rate of four (4) hours.

Termination

Either party may terminate this Memorandum of Understanding by providing seven (7) days' written notice to the other party.

Entire Agreement

This MOU constitutes the entire agreement between the parties regarding summer hours. All other terms and conditions of the collective bargaining agreement not expressly modified by this MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on this __ day of _____, 2026.

FOR THE CITY OF NEW BRIGHTON

FOR LOCAL 49

Kari Niedfeldt-Thomas
Mayor

Matt Nystrom
Business Agent

Devin Massopust
City Manager

Adam Nelson
Union Steward

Travis Vlastnik
Union Steward

Charles Prasek
Union Steward

Dave Hodgman
Union Steward



Agenda Section:	Consent Agenda
Meeting Date:	April 28, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Memorandum of Understanding between local 49 and the City fo New Brighton to establish the City's participation in the Central Pension Fund

Action Requested: Motion: X

Form of Action: Contract/Agreement: X

Votes Needed: 3 Votes: X

Summary Statement:	<ul style="list-style-type: none"> • Parks and Maintenance Workers, Mechanic, Forester, and Treatment Plant Operators are represented by Local 49 • The proposed MOU established participation in the Central Pension Fund for employees represented by Local 49, providing an opportunity for eligible employees to contribute to a supplemental pension plan to enhance their retirement benefits. The contribution is a payroll deduction, with no additional City contribution to the Fund.
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Recommendations: Approve Memorandum of Understanding between Local 49 and the City

	of New Brighton to establish the City's participation in the Central Pension Fund.
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Applicable Deadlines:	N/A
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Community Impact:	N/A
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Legislative History:	March 10, 2026 - Representatives from mangagement and Union met to discuss and tentatively agree on the proposed MOU.
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Strategic Priority:	<u>N/A</u>
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Fiscal Impact:	Financial Consideration?	<u>No: X</u> Yes
	Revenue/Expenditure Amount:	N/A
	Financing Source:	N/A
	Notes:	

Attachments:	1. 2026_Local 49 CPF MOU_FINAL
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MEMORANDUM OF UNDERSTANDING

Between

City of New Brighton (the “Employer”)

and

International Union of Operating Engineers, Local No. 49 (the “Union”)

This Memorandum of Understanding (“MOU”) is entered into by and between the City of New Brighton and the International Union of Operating Engineers, Local No. 49, to establish the City’s participation in the Central Pension Fund.

The parties have agreed to the following language:

CENTRAL PENSION FUND

The City of New Brighton agrees to participate in the Central Pension Fund of the International Union of Operating Engineers and Participating Employers (“Central Pension Fund”) in accordance with the terms of the Restated Agreement and Declaration Trust of the Central Pension, the Plan of Benefits, and this Memorandum of Understanding.

1. Minnesota Statute § 356.24, Subd. 1(10) expressly authorizes the Employer to contribute public funds to the Central Pension Fund as a supplemental pension plan for the employees of a governmental subdivision who are covered by a collective bargaining agreement that provides for such coverage.
2. Sections 4.1 of the Restated Agreement and Declaration of Trust of the Central Pension Fund and 13.01 of the Plan of Benefits only permits Employer Contributions to the Fund. As such, the Employer agrees to make the following contributions on behalf of the Employees.
3. The Parties agree that the agreed upon Employer contribution amount that would otherwise be paid in salary or wages will be contributed instead to the CPF as a pre-tax Employer contribution. Contributions from the Employer will not be funded from any other source unless agreed upon by the parties.
4. The hourly contribution rate will be applied to every hour compensated (i.e. hours worked, vacation, holiday and sick time) except for overtime hours worked. The Employer shall remit this contribution directly to the Central Pension Fund at P.O. Box 418433 Boston, MA 02241-8433.
5. A contribution of twenty five cents (\$0.25) per all hours compensated prevents annual Central Pension Fund contributions on behalf of eligible Employees from exceeding \$10,000.00 in a year and therefore complies with the limitations set forth under Minnesota Statute, §356.24, Subd. 1(10) as amended.
6. For purposes of determining future wage rates, the Employer shall first restore the amount of the Employer Contribution, which is currently the CPF contribution rate of twenty five cents (\$0.25) per hour, then apply the applicable wage multiplier, then reduce the revised wage by the Central Pension Fund contribution rate.
7. For purposes of calculating overtime compensation, the Employer shall first restore the amount of the Employer Contribution twenty five cents (\$0.25) then apply the applicable

- 1.5 wage multiplier required under the Fair Labor Standards Act (FLSA) and the Collective Bargaining Agreement, then pay the resulting amount for overtime worked.
8. The Parties agree that the Public Employees Retirement Association (PERA) interprets Employer contributions to the Central Pension Fund as being included in determining “salary” for the purposes of the public pension.
 9. The parties agree to abide by the terms and conditions of the Restated Agreement and Declaration of Trust and the Plan of Benefits of the Central Pension Fund.
 10. Effective January 1, 2026, the contribution rate equals twenty five cents (\$0.25) per all hours compensated.
 11. Members, by majority vote, may change the contribution rate at any time during the life of the Collective Bargaining Agreement. The Union and Employer will work together to implement member approved changes as soon as is practicable.

This contract language shall be effective January 1, 2026 and shall remain in full force and effect until December 31, 2026.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on this ___ day of _____, 2026.

FOR THE CITY OF NEW BRIGHTON

FOR LOCAL 49

Kari Niedfeldt-Thomas
Mayor

Matt Nystrom
Business Agent

Devin Massopust
City Manager

Adam Nelson
Union Steward

Travis Vlastnik
Union Steward

Charles Prasek
Union Steward

Dave Hodgman
Union Steward



Agenda Section:	Consent Agenda
Meeting Date:	April 28, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Application for Solicitor License for Lionheart Building and Consultants.

Action Requested: Motion

Form of Action:
N/A or Other

Votes Needed:
N/A

Summary Statement:	Lionheart Building and Consultants has applied for a solicitor's license to introduce themselves to the community and offer free quotes for interior and exterior remodeling. All required fees have been paid.
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Recommendations:	To issue a solicitor's license to Lionheart Building and Consultants valid from May 1st through May 31, 2026.
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Applicable Deadlines:	None
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Community Impact:	Allow a local business an opportunity to reach out to the surrounding community and offer home improvement services.
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Legislative History:	City Code Chapter 20 regulates solicitor licenses.
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Strategic Priority:	<u>N/A</u>
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Fiscal Impact:	Financial Consideration?	<u>No</u>
	Revenue/Expenditure Amount:	\$
	Financing Source:	<u>N/A</u>
	Notes:	

Attachments:	
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Agenda Section:	Consent Agenda
Meeting Date:	April 28, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Accepting New Brighton Lions Club Donation for a Safety Fair Event

Action Requested: Motion

Form of Action: Agreement to accept donation

Votes Needed: 3 Votes

Summary Statement:	<p>On June 16, from 6:00–8:00 pm, New Brighton Parks and Rec and Public Safety will be hosting a Safety Fair at the New Brighton Community Center. This new event replaces the traditional Safety Camp and is designed to reach a broader audience by offering a free, all-ages experience for the community.</p> <p>The New Brighton Lions Club offered a monetary donation to support the event and safety efforts in the community.</p>
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Recommendations:	Accept the generous donation to support New Brighton Parks and Recreation and Public Safety community activities.
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Applicable Deadlines:	NA
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Community Impact:	A community safety fair provides a meaningful opportunity to strengthen trust and collaboration between residents and city staff. Additionally, a community safety fair enhances public safety outcomes by combining education, engagement, and partnership—creating a safer, more informed, and more connected community.
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Legislative History:	<p>In March 2026, the New Brighton Lions Club donated \$2,800. The donation money will be used to make the following purchases for Safety Fair:</p> <ul style="list-style-type: none"> <p>• Safety Glasses Giveaway A great opportunity to connect with community members while highlighting your mission around vision and eye health. We can also promote and collect eyeglasses for donation at the event. <i>Cost: Safety Glasses with Lion’s Club logo: \$972.50 for 250 glasses</i></p> <p>• Hot Dog Giveaway (Public Safety K-9 Trailer) Providing free hot dogs for attendees. <i>Cost: \$330 (includes 260 kosher all-beef hot dogs, buns, trays, condiments, and napkins)</i></p> <p>• Life Jacket Giveaway (Raffle) Supporting water safety during the summer months with toddler, youth, and adult life jackets. <i>Estimated Cost: \$950</i></p> <p>• Safety Bingo Prizes First aid kits, sunscreen, reflective bands, and flashlights. <i>Total Cost: \$200</i></p>
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Strategic Priority:	<u>Community Engagement & Belonging</u>
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Fiscal Impact:	<table border="1"> <tr> <td>Financial</td> <td><u>Yes</u></td> </tr> </table>	Financial	<u>Yes</u>
Financial	<u>Yes</u>		

	Consideration?	
	Revenue/Expenditure Amount:	\$2,800
	Financing Source:	<u>Donation</u>
	Notes:	

Attachments:	1.	Resolution Accepting Lions Club Donation for Public Safety
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RESOLUTION No. _____
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION ACCEPTING DONATION FROM THE NEW BRIGHTON LIONS CLUB

WHEREAS, the New Brighton Lions Club is committed to supporting the health, safety, and well-being of the New Brighton community through service and charitable contributions; and

WHEREAS, the City of New Brighton Public Safety Department provides critical emergency response services and recognizes the importance of crime prevention and community engagement; and

WHEREAS, the New Brighton Parks and Recreation department provides robust programming for the community, including community health and safety initiatives

WHEREAS, the New Brighton Lions Club has donated funds to support Public Safety initiatives;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton that the City Council accepts the donation from the New Brighton Lions Club for use by the Public Safety Department and Parks and Recreation department to fund safety initiatives.

BE IT FURTHER RESOLVED that Public Safety Department staff are authorized to administer and use the donated funds for the intended safety purposes in accordance with City policies and procedures.

BE IT FURTHER RESOLVED that the City of New Brighton expresses its appreciation to the New Brighton Lions Club for its generous support of Public Safety initiatives and for its continued commitment to the community.

ADOPTED this 28th day of April 2026 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
Meeting Date:	April 28, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Professional Services Agreement with Barr Engineering for American Water Infrastructure (AWIA) Updates

Action Requested: Motion

Form of Action: Contract/Agreement

Votes Needed: 3 Votes

Summary Statement:	Safe Drinking Water Act (SDWA) section 1433, which was amended by America's Water Infrastructure Act (AWIA) section 2013, requires community water systems (CWSs) serving more than 3,300 people to prepare or revise their risk and resilience assessments (RRAs) and emergency response plans (ERPs) and to certify to the U.S. Environmental Protection Agency (EPA) that this work has been completed. CWSs must review, revise (where applicable), and recertify their RRA and ERP to EPA every five years from the original deadlines specified in the law. New Brighton's recertification is due by June 30, 2026.
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Recommendations:	Authorize the Director of Community Assets and Development to enter into a professional services agreement with Barr Engineering Company to authorize review and recertification of a Risk and Resiliency Document
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	(RRA) and update the existing Emergency Response Plan (ERP).
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Applicable Deadlines:	NA
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Community Impact:	Continued production of safe and reliable drinking water to the residents, businesses, and customers of New Brighton.
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Legislative History:	City Council approved the production, review, and certification of the original American Water Infrastructure (AWIA) documents in 2021.
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Strategic Priority:	<u>City Assets</u>
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Fiscal Impact:	Financial Consideration?	<u>Yes</u>
	Revenue/Expenditure Amount:	\$23,000
	Financing Source:	<u>Budgeted</u>
	Notes:	

Attachments:	1. Barr Engineering - New Brighton AWIA Updates Proposal
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April 10, 2026

Mr. Eric Volk
City of New Brighton
700th 5th St NW
New Brighton, MN 55112

Sent via email to eric.volk@newbrightonmn.gov

Re: Proposal for American Water Infrastructure Act (AWIA) Updates

Dear Mr. Volk:

Barr Engineering Co. (Barr) appreciates the opportunity to submit this proposal to provide updates to the City of New Brighton's (City's) existing risk and resiliency assessment and emergency response plan as required by the US EPA American Water Infrastructure Act (AWIA) of 2018.

We understand that the City is requesting assistance with updating two documents: 1) the risk and resiliency assessment (RRA), and 2) the emergency response plan (ERP). The EPA deadlines for the City to complete AWIA-required document updates are **June 30, 2026**, for the RRA, and **December 31, 2026**, for the ERP.

1.0 Proposed Work Tasks

We understand that the work tasks will involve evaluating and updating the City's RRA and ERP to maintain compliance with the EPA's AWIA requirements for community water systems. This work will require the following tasks:

1. Review existing documentation and conditions
2. Update the existing Risk and Resiliency Assessment (RRA)
3. Update the existing Emergency Response Plan (ERP)

The tasks, deliverables, project duration, and expected fee are listed below for each item.

Task 1: Review existing documentation and conditions

For Task 1, Barr will review existing documentation for pertinent information. This documentation includes, but is not limited to:

1. Risk and Resilience Assessment
2. Emergency Response Plan
3. Water Supply Master Plan
4. Hazard Mitigation Plan
5. Cybersecurity Assessment
6. Project summaries from the past 5 years for work done related to the City's public drinking water system.
7. Available project summaries for proposed future work related to the City's public drinking water system.

Key tasks and deliverables we will provide as part of Task 1 include:

[4300 MarketPointe Drive, Suite 200, Minneapolis, MN 55435 | 952.832.2600](https://www.barr.com)

- **Meetings:** 1 virtual meeting and phone calls or emails to discuss water system details
- **Site visits:** none
- **Assumptions:** Barr has access to existing AWIA documents.
- **Deliverables:**
 - Request for information (RFI) of City documentation
 - Results of this work will be included in the RRA and ERP updates
- **Task Duration:** two weeks from receiving notice to proceed

Task 2: Update the existing Risk and Resiliency Assessment (RRA)

After reviewing the information requested as part of Task 1, Barr will then update the City's existing RRA to meet the AWIA requirements (financial, cybersecurity, distribution system, treatment plan, etc.).

As part of this task, Barr will use the EPA's Vulnerability Self-Assessment Tool (VSAT) template to identify malevolent acts and natural hazards that may pose a risk to the City's water system. This will include reviewing the items identified during the development of the existing RRA, as well as new items. All existing and newly identified malevolent acts and natural hazards will be included in a preliminary RRA for the City's review. VSAT will help identify risks and assess the City's resilience to these risks. The RRA report produced by the VSAT will be the deliverable to the City for this task.

After the preliminary RRA is updated, Barr will meet with the City to discuss any remaining questions about the water system and any additional hazards the City may want included in the RRA. We will then refine the preliminary RRA and submit the final RRA to the City.

After the RRA is finalized, the City will need to submit the certification form to the EPA confirming that it has an updated RRA that complies with the AWIA requirements; the RRA itself should not be sent to the EPA. The City's deadline for submitting certification to the EPA for the RRA is June 30, 2026. Key tasks and deliverables provided as part of Task 2 include:

- **Meetings:** 2 in-person meetings and phone calls/emails to discuss water system details and RRA results
- **Site visits:** 1 site visit, reviewing the existing water supply and treatment facilities for two staff
- **Deliverables:**
 - Preliminary risk and resiliency assessment report (RRA from VSAT); draft for City review
 - Final RRA
 - Weekly email updates
- **Task Duration:** 10 weeks from completion of Task 1.

Task 3: Update the existing Emergency Response Plan (ERP)

To create an updated Emergency Response Plan (ERP), Barr will review the City's existing ERP (previously updated in 2021) to evaluate what needs to be updated to meet AWIA requirements. Any additional risks identified in the updated RRA will be incorporated into the updated ERP. Barr will meet with City staff to discuss our preliminary assessment of the existing ERP, provide recommendations from

the updated RRA, and incorporate any new AWIA requirements (financial, cybersecurity, distribution system, treatment plant, etc.) into an updated ERP document.

The updated ERP will include Barr recommendations for communication with local, regional, and state-level response services and agencies, as well as guidance on training City staff on ERP procedures, ensuring the City is well-prepared to respond to an emergency. Barr will meet with the City once the preliminary update to the ERP is completed to discuss any remaining questions or concerns. Barr will then finalize the ERP and submit to the City.

After the ERP is finalized, the City will need to submit the certification form to the EPA confirming they have an updated ERP that complies with the AWIA requirements; the ERP itself should not be sent to the EPA. The City's deadline for submitting certification to the EPA for their ERP is December 31, 2026, or six months after certifying the RRA EPA, whichever is first. Key tasks and deliverables we will provide as part of Task 3 include:

- **Meetings:** 1 in-person meeting and phone calls/emails to discuss water system details and ERP results
- **Site visit:** None
- **Deliverables:**
 - Preliminary emergency response plan (ERP); draft for City review
 - Final ERP
 - Weekly email updates
- **Project Duration:** 6 months after RRA is complete and certified to the EPA. Once the ERP is certified, the City has met AWIA requirements and is compliant.

2.0 City Responsibilities

The following are assumed responsibilities of City staff to complete this project:

1. Provide the existing comprehensive water system plan and DNR Water Supply Plan
2. Be available for meetings and discussions on the water system for RRA and ERP
3. Provide timely responses to materials Barr prepares and submits to the City for review
4. Submit online certification of RRA to EPA
5. Submit online certification of ERP to EPA
6. Coordinate with other departments within the City, as needed

3.0 Project Team

The following Barr team will perform the proposed water treatment services:

- Nathan Thomas – Main client contact, project manager
- Ruth Olson – Technical contributor
- Julie Macejkovic – Principal-in-charge

4.0 Project Schedule

The proposed project schedule is below. This schedule assumes a notice to proceed by April 24, 2026.

Work Tasks	Deliverable Date
1. Review existing documentation and conditions	April 24, 2026
2. Update the existing RRA	June 2026
3. Update the existing ERP	December 2026, or 6-months following certification of the RRA

5.0 Fee Estimate

The tasks listed in this proposal will be performed on a time-and-materials basis for the estimated fees shown below.

Work Tasks	Fee Estimate
1. Review existing documentation and conditions	\$1,800
2. Update the existing RRA	\$12,200
3. Update the existing ERP	\$9,000
Total Estimated Fees	\$23,000

We are eager to start work on this project to help you comply with the EPA's AWIA requirements for your water system. Barr proposes using our standard terms, which are attached for your review. If that is acceptable, please sign the proposal letter in the space provided below. If you have any questions concerning this proposal, please contact us.

Sincerely,



Julie Macejkovic, PE
 Vice President

cc: Nathan Thomas, P.E. and Ruth Olson

Attachments: Standard Terms and Conditions

Accepted this _____ day of _____, 20____

City of New Brighton

By _____

Its _____

Barr's Agreement with Client consists of the accompanying letter or other authorization, Work Orders, and these Standard Terms – Professional Services.

Section 1: Barr's Responsibilities

- 1.1 Barr will provide the professional services ("Services") described in this Agreement. Barr will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of Barr's profession practicing in the same locality.
- 1.2 Barr will select the means, methods, techniques, sequences, or procedures used in providing its Services. If Client directs Barr to deviate from Barr selections, Client agrees to hold Barr harmless from claims, damages, and expenses arising out of Client direction.
- 1.3 Barr will acquire all licenses applicable to its Services and will comply with applicable law.
- 1.4 Barr duties do not include supervising Client contractors or commenting on, supervising, or providing the means and methods of their work unless Barr accepts any such duty in writing. Barr will not be responsible for the failure of Client contractors to perform in accordance with their undertakings.
- 1.5 Barr will provide a health and safety program for Barr employees, but will not be responsible for contractor, job, or site health or safety unless Barr accepts that duty in writing.
- 1.6 Estimates of Barr's fees or other project costs will be based on information available to Barr and on Barr's experience and knowledge. Such estimates are an exercise of Barr's professional judgment and are not guaranteed or warranted. Actual costs may vary. Client should add a contingency to the budgeted fees and costs to account for unexpected costs.
- 1.7 The information Client provides to Barr will be maintained in confidence except as required by law.

Section 2: Client Responsibilities

- 2.1 Client will provide access to property.
- 2.2 Client will provide Barr with prior reports, specifications, plans, changes in plans, and other information about the project that may affect the delivery of Barr's Services. Client will hold Barr harmless from claims, damages, and related expenses, including reasonable attorneys' fees, involving information not timely called to Barr's attention or not correctly shown on documents Client furnishes to Barr.
- 2.3 Client agree to provide Barr with information on contamination and dangerous and hazardous substances and processes Barr may encounter in performing the Services and related emergency procedure information.
- 2.4 Client agree to hold Barr harmless as to claims that Barr is an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of any law governing the handling, treatment, storage, or disposal of dangerous or hazardous materials.
- 2.5 Site remediation services may involve risk of contamination of previously uncontaminated air, soil, or water. If Client is requesting that Barr provide services that include this risk, Client agrees to hold Barr harmless from such contamination claims, damages, and expenses, including reasonable attorneys' fees, unless and to the extent the loss is caused by Barr negligence.

- 2.6 Monitoring wells are Client property and Client is responsible for their permitting, maintenance and abandonment unless Barr accepts that duty in writing. Samples remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are Client property. They will be discarded or returned to Client, at Barr's discretion, unless within 15 days of the report date Client gives written direction to store or transfer the materials at Client expense.
- 2.7 Client agrees to make disclosures required by law. If Barr is required by law or legal process to make such disclosures, Client agrees to hold Barr harmless and indemnify Barr from related claims and costs, including reasonable attorneys' fees.

Section 3: Digital Files, Reports and Work Product

- 3.1 Barr's digital files, including but not limited to models, executable data, source code, and all other digital files, remain the property of Barr and shall be provided to the Client only if expressly provided for in this Agreement. Any digital files not containing a seal are provided for the convenience of the Client only, and use by Client or others to whom Client provides the digital files is at the Client's sole risk and without liability to Barr.
- 3.2 Barr will retain all data relating to the Services for a minimum of seven years and financial data for three years.
- 3.3 Barr reports, notes, calculations, and other documents, and computer software, programs, models, and data developed by Barr are instruments of Barr Services, and they remain Barr property, subject to a license to Client for Client's use in the related project for the purposes disclosed to Barr. At Barr's request, Client will execute Barr's standard digital data and conditional use agreement prior to receiving any digital data files. Further, Client may not use or transfer such information and documents to others for a purpose for which they were not prepared without Barr's written approval. Client agrees to indemnify and hold Barr harmless from claims, damages, and expenses, including reasonable attorneys' fees, arising out of any unauthorized transfer or use.
- 3.4 Because electronic documents may be modified intentionally or inadvertently, Client agrees that Barr will not be liable for damages resulting from change in an electronic document occurring after Barr's transmittal to Client. In case of any difference or ambiguity between an electronic and a paper document, the paper document shall govern. When accepting document transfer in electronic format, Client accepts exclusive risk relating to long-term capability, usability, and readability of documents, software application packages, operating systems, and computer hardware.
- 3.5 If Client does not pay for the Services in full as agreed, Barr may retain reports and work not yet delivered to Client and Client agrees to return to Barr our reports and other work in Client's possession or under Client's control. Client agrees not to use or rely upon Barr Services or work for any purpose until it is paid for in full.

Section 4: Compensation

- 4.1 Client will pay for the Services as agreed or according to the current fee schedules if there is no other written agreement as to price. An estimated cost is not a firm figure unless stated as such and Client should allow for a contingency in addition to estimated costs.
- 4.2 Client will pay each invoice within 30 days after receipt as to all undisputed amounts. Payments not made within 60 days of invoice date will bear interest from the date that is 30 days after the date of the invoice at a rate equal to the lesser of 18 percent per annum or the highest rate allowed by law. Client agrees to pay all Barr costs of collection, including reasonable attorney fees
- 4.3 If Client directs Barr to invoice another, Barr will do so, but Client agrees to be responsible for Barr compensation unless Client provides Barr with that person's written acceptance of the terms of Barr's Agreement and Barr agrees to extend credit to that person.
- 4.4 Client agrees to compensate Barr in accordance with Barr's fee schedule if Barr is asked or required to respond to legal process arising out of a proceeding to which Barr is not a party.
- 4.5 If Barr is delayed by factors beyond Barr's control, or if the project conditions or the scope of work change, or if the standards change, Barr will receive an equitable adjustment of our compensation.
- 4.6 In consideration of Barr providing insurance to cover claims made by Client, Client hereby waives any right of offset as to payment otherwise due to Barr.

Section 5: Disputes, Damage, and Risk Allocation

- 5.1 Barr and Client will exercise good faith efforts to resolve disputes without litigation. Such efforts will include a meeting attended by each party's representative empowered to resolve the dispute. Disputes (except collections) will be submitted to mediation as a condition precedent to litigation.
- 5.2 Barr will not be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital. Barr and Client waives against the other and its subcontractors, agents, and employees all rights to recover for losses covered by our respective property/casualty or auto insurance policies.
- 5.3 Barr will not be liable for damages unless Client has notified Barr of Client's claim within 30 days of the date of Client discovery of it and unless Client has given Barr an opportunity to investigate and to recommend ways of mitigating damages, and unless suit is commenced within two years of the earlier of the date of injury or loss and the date of completion of the Services.
- 5.4 For Client to obtain the benefit of a fee which includes a reasonable allowance for risks, Client agrees that Barr's aggregate liability will not exceed the fee paid for Barr's Services, but not less than \$50,000, and Client agrees to indemnify Barr from all liability to others in excess of that amount. If Client is unwilling to accept this allocation of risk, Barr will increase Barr's aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, Client provides payment in an amount that will increase Barr fees by 10%, but not less than \$500, to compensate Barr for the greater risk undertaken. This increased fee is not the purchase of insurance.

- 5.5 If Client fails to pay Barr within 60 days following invoice date, Barr may consider the default a total breach of this Agreement and, at Barr's option, Barr may terminate all of Barr's duties without liability to Client or to others.
- 5.6 If Barr is involved in legal action to collect compensation, Client agrees to pay Barr's collection expenses, including reasonable attorneys' fees.
- 5.7 The law of the state of Minnesota will govern all disputes. Barr and Client hereby agree to submit to the exclusive jurisdiction of the State Courts sitting in Hennepin County, Minnesota, for all claims relating to the contract of the services performed by Barr and waive any objections to such location based on jurisdiction, venue or inconvenient forum. Barr and Client waives trial by jury. No employee acting within the scope of employment will have any individual liability for his or her acts or omissions and Client agrees not to make any claim against individual employees.

Section 6: Miscellaneous Provisions

- 6.1 Barr will provide a certificate of insurance to Client upon request. Any claim as an Additional Insured will be limited to losses caused by Barr's sole negligence.
- 6.2 This Agreement is Barr's entire agreement, and it supersedes prior agreements. Only a writing signed by an authorized representative for Barr and Client making specific reference to the provision modified may modify it.
- 6.3 Neither Barr nor Client will assign this Agreement without the written approval of the other. No other person has any rights under this Agreement.
- 6.4 Only a writing may terminate this Agreement. Barr will receive an equitable adjustment of Barr's compensation as well as Barr's earned fees and expenses if Barr's work is terminated prior to completion.
- 6.5 Barr will not discriminate against any employee or applicant for employment because of race, color, creed, ancestry, national origin, sex, religion, age, marital status, affectional preference, disability, status with regard to public assistance, membership or activity in a local human-rights commission, or status as a specially disabled, Vietnam-era, or other eligible veteran. Barr will take affirmative action to ensure that applicants are considered, and employees are treated during their employment, without regard to those factors. Barr actions will include, but are not limited to notifications, hiring, promotion or employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoffs or terminations, rates of pay and other forms of compensation, and selection for training or apprenticeship.
- 6.6 Neither Barr nor Client, including Barr officers, employees, and agents, are agents of the other, except as agreed in writing. Except as agreed in writing, nothing in this Agreement creates in either party any right or authority to incur any obligations on behalf of, or to bind in any respect, the other party. Nothing contained herein will prevent either party from procuring or providing the same or similar products or services from or to any third person, provided that there is no breach of any obligations pertaining to confidentiality.

End of Standard Terms



Agenda Section:	Consent Agenda
Meeting Date:	April 28, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consideration of Quote for Storm Sewer Lining

Action Requested: Motion

Form of Action: Contract/Agreement

Votes Needed: 3 Votes

Summary Statement:	We have received a quote from Insituform to line one hundred and forty-four feet of thirty-six inch steel corrugated pipe in the outfield of Sunnyside Park. Insituform is the same company that was awarded the 2026 sanitary sewer lining project through public bid. The storm sewer line is severely degraded and is in need of repair. We benefit from Insituform, being in town, but have provided a separate quote here noting this is storm sewer work vs. sanitary sewer.
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Recommendations:	Authorize the Director of Community Assets and Development to enter into a service agreement with Insituform to line the aging storm sewer line at Sunnyside Park.
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Applicable	NA
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Deadlines:	
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Community Impact:	Continued efficient stormwater conveyance for the residents, businesses, and visitors to New Brighton.
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Legislative History:	None
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Strategic Priority:	<u>City Assets</u>
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Fiscal Impact:	Financial Consideration?	<u>Yes</u>
	Revenue/Expenditure Amount:	\$81,915.97
	Financing Source:	<u>Budgeted</u>
	Notes:	

Attachments:	1. Insituform Quote - New Brighton 36inch Storm Lining 04 08 26
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Insituform Technologies USA, LLC
 1140 Bunker Lake Blvd NW
 Anoka, MN 55303
 Tel: 651.253.0236

ID#: SO-00222101

Date: April 8, 2026

To: City of New Brighton
 Eric Volk

From: Tony Ostgulen
 Business Development Manager
 651.253.0236

**Project Name: 36" Storm CIPP Lining
 New Brighton, MN**

Insituform Technologies USA, LLC. herein proposes to furnish a Proposal for all labor, materials, equipment, and services necessary to reconstruct the referenced project.

Assumptions and Qualifications

If conditions are materially different from those communicated to **Insituform Technologies USA, LLC.**, we reserve the right to void or renegotiate the pricing contained in this proposal.

We have based this proposal on a nominal wall thickness for the Insitutube as shown in the price. This is based on the best available information at the time of this proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.

Specific service connections will be reconnected only when written directions are received from the Owner/Prime Contractor with an additional charge for each service connection. The Owner/Prime Contractor will indemnify and hold **Insituform Technologies USA, LLC.** harmless from all claims arising from backups and other effects of such actions or inactions from services not opened at the owner's request. In the event that Insituform is unable to locate or reconnect a service lateral internally, the Owner/Prime Contractor will externally reconnect the service at no cost to Insituform. Water shall be provided at no cost to Insituform Technologies USA, LLC. for all construction phases of this project. Insituform Technologies USA, LLC. will follow all required deposit, backflow prevention, and metering procedures.

The Owner/Prime Contractor will provide access to both ends of the line, traffic control, and point repairs if needed. Installation can be completed after point repairs and access to both ends are completed.

Proposal Pricing

	Item	Unit	Est Qty	Unit Price	Amount
1	Mobilization	LS	1	\$ 4,501.57	\$ 4,501.57
2	CIPP Cleaning/Pre for 36"	LF	144	\$ 40.29	\$ 5,801.76
3	36" CIPP	LF	144	\$ 497.31	\$ 71,612.64
					\$ 81,915.97

1. Installation of CIPP by Water or Steam Install/Curing as required in specifications.

2. There will be a charge for each additional mobilization, for cleaning and/or lining, above the 1 anticipated mobilization. The additional mobilization cost will be provided in a Change Order request and must be approved by the GC, in writing, prior to additional mobilization.
3. We have the right to negotiate our prices, should the CIPP quantities differ more than 10% from those stated in the proposal.
4. Laterals that can be positively identified (with the camera) as plugged, will not be reinstated. All other laterals will be opened unless otherwise directed, in writing, by the owner.
5. Insituform submits this bid based on the plans and specifications furnished to it. Insituform's bid is expressly conditioned upon the negotiation of terms and conditions fair to Insituform. Insituform shall have no obligation to perform and shall not be bound by its bid until the execution of a mutually agreeable written contract.

Proposal Inclusions

The prices stated in this proposal include:

1. Mobilization and demobilization.
2. Pipeline cleaning of normal deposits any conditions beyond 'normal' will be treated as an extra
3. Pre-Video inspections and documentation of existing pipes prior to reconstruction with the Insituform process for pipe rehabilitated by CIPP
4. Final video inspection following completion of the installation to document your new pipe rehabilitated by CIPP.
5. Confined space safe entry practices.
6. One-year standard construction warranty.
7. Certificate of insurance with standard coverage

Proposal Exclusions

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by Insituform Technologies USA, LLC. at your additional cost; or would be furnished by others, at your direction, at no cost to Insituform Technologies USA, LLC.:

- a) Clear access to sewer through new or existing manhole, manhole frame and chimney/corbel removed if necessary.
- b) If preliminary video inspection of the pipe interior indicates excessive damage, or other extra-ordinary condition, which will require excavation, or other extraordinary remedy, to prepare the pipe for installation of the Insitubute, then those services will be provided by the Prime contractor or Owner. This will include excessive roots, excessive debris and protruding taps.
- c) Additional cleaning and televising mobilizations and/or setups due to point repairs, obstruction removals, or delays out of our control will be an additional charge.
- d) Protruding tap removal unless specified
- e) Dye testing
- f) Manual operation of any pumping and/or metering stations.
- g) Water from fire hydrants within a convenient distance from each cleaning and inversion site location.
- h) Legal dumpsite for debris resulting from pipe cleaning.
- i) *If any hazardous or toxic materials are encountered during the project, the Owner/Prime Contractor will be responsible for the removal and disposal of the materials.*
- j) Installation of cleanouts, or other ports, if required for special bypassing pumping requirements for businesses.
- k) Manhole installation, rehabilitation, and/or replacement, if needed to install CIPP.
- l) Project permits, special insurance, and/or local licenses.

- m) Weekend/Holiday working hours.
 - n) State and local sales and/or use taxes on the value of the project. If you are exempt, please submit the appropriate documentation.
 - o) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.
 - p) Performance and Payment Bond not included. This is available upon request, but if required please add 2.5% to the total project cost.
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Proposal Terms and Conditions

- a) Limits of Liability. In consideration of Insituform Technologies USA, LLC.'s agreement to maintain no less than \$5,000,000 of comprehensive general liability insurance in the form required by the Contract, Insituform Technologies USA, LLC.'s liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance and the Owner will indemnify and hold Insituform Technologies USA, LLC. harmless from any third-party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damage relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.
- b) LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
- c) MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.
- d) PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT. This proposal is subject to the agreement of the parties on other terms and conditions as are customary in contracts of this nature.
- e) Quantities are estimated. Unit prices apply for actual invoices and payment.
- f) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of the project.
- g) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.
- h) Prices stated are in effect thirty days from the date of this proposal. The acceptance period may be extended at the sole option of Insituform Technologies USA, Inc.
- i) If, during the performance of this contract, any cost price determining factor considered by Subcontractor in determining the contract price significantly increases, through no fault of Subcontractor, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 5% experienced by Subcontractor from the date of the contract signing. Price increases resulting from increased costs of materials, labor, fuel, freight, and other cost inputs shall be verified, in writing, by Subcontractor's Vice President of Procurement. Due to the confidential nature of Subcontractor's pricing from Vendors, verification shall consist of a statement of percentage change in cost from the date of Subcontractor's estimate through the date of the change order request. Where the delivery of any material is delayed, through no fault of Subcontractor because of the shortage or unavailability of any raw materials, including resin, Subcontractor shall not be liable for any additional costs or damages associated with such delay(s). Nothing contained in this clause shall preclude Subcontractor from entitlement to more than one equitable adjustment if its costs continue to significantly (as defined above) rise during the duration of the project.
- j) Conflicts. In case of conflict between the provision of the aforesaid paragraphs and any other provision in the Contract as ultimately executed the provisions as set forth above shall govern and prevail.

Offered By:

Accepted By:

Insituform Technologies USA, LLC.

Signature

Date

Anthony Ostgulen, Business Development Manager

Name/Title

Organization

Accepted by: Insituform Technologies USA, LLC.

Date: _____

Is this Project Tax Exempt? _____ If Yes, please provide Tax Exemption Form and, where applicable, Project Exemption Form.

Does this Project require Certified Payroll? _____ Are there wage rates? _____. If yes, please provide a copy of the wage rates.

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other contract document, it shall not be acknowledged without this accepted proposal as an attachment.



Agenda Section:	Consent Agenda
Meeting Date:	April 28, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consideration of 2026 Aries High Definition CCTV Voyager Command Center Equipment Upgrade

Action Requested: Motion

Form of Action: Contract/Agreement

Votes Needed: 3 Votes

Summary Statement:	The 2020 Aries Pathfinder Underground Televising System is in need of replacement. We have received a quote from Flexible Pipe Tools and Equipment for the purchase of a 2026 Aries High Definition CCTV Voyager underground inspection system (State Contract #282559). We will continue to use the same trailer that was purchased in 2020. Flexible Pipe will perform a retrofit of the trailer to fit the new system.
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Recommendations:	Authorize the Director of Community Assets and Development to enter into a purchase agreement with Flexible Pipe Tools and Equipment for the purchase of a 2026 Aries High Definition CCTV Voyager underground inspection system.
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Applicable Deadlines:	NA
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Community Impact:	Continued reliable underground inspection capabilities to ensure efficient and reliable sanitary and storm water conveyance for the residents, businesses, and visitors of New Brighton.
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Legislative History:	City Council approved the purchase of the original underground televising system in 2020.
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Strategic Priority:	<u>City Assets</u>
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Fiscal Impact:	Financial Consideration?	<u>Yes</u>
	Revenue/Expenditure Amount:	\$122,249.00
	Financing Source:	<u>Budgeted</u>
	Notes:	

Attachments:	1. CCTV Upgrade HD Voyager Retrofit
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22606 186th Ave
Cold Spring, MN 56320
800-450-6969



Date: April 9, 2026

**To: Eric Volk
City of New Brighton
700 5th St NW
New Brighton, MN 55112**

From: *Bill Rood*

We are pleased to submit the following quotation. All prices are subject to immediate acceptance. Clerical errors are subject to correction. All agreements are contingent upon fires, accidents, labor difficulties and causes beyond our reasonable control. No statement, contract or order will be binding on the Company unless made or approved on behalf of the Company by one of its officers.

One (1) 2026 Aries High Definition CCTV Voyager Command Center Equipment Only per Minnesota State Contract #282559 and including the following features/options:

1.0	Base Unit Price Voyager HD	\$ 119,037.00
1.2.3	Add large line kit with 8" and 11" tires, TR400	\$ 13,959.00
1.2.6	Add coarse grit carbide wheel for 8-12" pipes (2)	\$ 876.00
1.2.7	Add coarse grit carbide wheel for 12-18" pipes (2)	\$ 1,392.00
1.2.8	Add coarse grit carbide wheel for 18-24" pipes (2)	\$ 1,576.00
1.6.1	Add under reel storage drawer, Voyager	\$ 2,409.00

Subtotal \$ 139,249.00

Labor to remove cabling of existing equipment, components and reel: and install new Voyager complete system in current CCTV Trailer. \$ 3,000.00

Trade Allowance for current Pathfinder Equipment \$ (20,000.00)

Total: \$ 122,249.00

By: *Bill Rood*
Flexible Pipe Tool Company

Authorized Signature Title

City of New Brighton, MN

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Agenda Section:	Consent Agenda
Meeting Date:	April 28, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Resolution Approving Plans and Specifications and Authorization to Advertise for Bids for Public Improvement Project 26-1, 2026 Street Rehabilitation

Action Requested: Motion

Form of Action: Resolution

Votes Needed: 3 Votes

Summary Statement:	<p>The purpose of this item is to advance the project to the next step, which is to publicly advertise for bids. If approved, bids are scheduled to be advertised on April 29, 2026, and will be received and opened on May 20, 2026, in accordance with Minnesota Statutes governing competitive bidding requirements for local improvements.</p> <p>This project consists of the rehabilitation of approximately 2.30 miles of streets by the reclamation of the existing bituminous surfacing, removal and replacement of sections of concrete curb and gutter, multi-use trail and sidewalk construction, storm sewer construction, sanitary sewer improvements, watermain and hydrant replacement, street excavation and grading, bituminous surfacing, and boulevard repair.</p> <p>The total estimated cost is \$8,264,600. The Feasibility Study contains cost</p>
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	estimates, cost breakdowns, and recommended funding.
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Recommendations:	To adopt the attached resolution approving plans and specifications for Public Improvement Project 26-1, 2026 Street Rehabilitation and authorizing staff to publicly advertise for bids.
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Applicable Deadlines:	None
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Community Impact:	Providing cost-effective infrastructure improvements
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Legislative History:	<p>August 12, 2025 City Council approved a professional service agreement with E.G. Rud & Sons for land surveying services related to City Project 26-1, 2026 Street Rehabilitation.</p> <p>October 28, 2025 City Council approved a professional service agreement with Kimley Horn for engineering design services related to City Project 26-1, 2026 Street Rehabilitation.</p> <p>February 10, 2026 City Council adopted a resolution ordering staff to prepare a Feasibility Study for City Project 26-1, 2026 Street Rehabilitation.</p> <p>February 10, 2026 City Council authorized the purchase of fire hydrants and gate valves for the proposed project.</p> <p>March 19, 2026 An informational meeting was held with residents and business owners to be affected by the project.</p> <p>March 24, 2026 City Council accepted the Feasibility Study and set the date for the Public Improvement Hearing for City Project 26-1, 2026 Street Rehabilitation.</p> <p>April 14, 2026 Public Improvement Hearing held and City Council ordered Public Improvement Project 26-1, 2026 Street Rehabilitation.</p> <p>April 14, 2026 City Council adopted resolutions declaring adequacy of a petition received and ordering inclusion of Mimosa Lane in Public Improvement Project 26-1, 2026 Street Rehabilitation.</p>
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Strategic Priority:	<u>City Assets</u>
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Fiscal Impact:	Financial Consideration?	<u>Yes</u>
	Revenue/Expenditure Amount:	\$8,264,600
	Financing Source:	<u>Budgeted</u>
	Notes:	

Attachments:	1.	Resolution Approving Plans and Specifications and Authorizing Advertisement for Bids CP26-1
	2.	CP26-1 Plan Cover Sheet

Resolution No. 2026-

State of Minnesota
County of Ramsey
City of New Brighton

RESOLUTION APPROVING PLANS AND SPECIFICATIONS FOR CITY PROJECT 26-1, 2026 STREET REHABILITATION AND AUTHORIZING ADVERTISEMENT FOR BIDS

WHEREAS, pursuant to Resolution 2026-041 of the City of New Brighton, adopted April 14, 2026, City Project 26-1, 2026 Street Rehabilitation was ordered, and preparation of plans and specifications was authorized; and

WHEREAS, the consulting firm of Kimley-Horn has prepared plans and specifications for City Project 26-1, 2026 Street Rehabilitation which are on file at the Department of Community Assets and Development.

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

1. Such plans and specifications, a copy of which are on file in the New Brighton Department of Community Assets and Development, are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the Pioneer Press and Finance and Commerce an advertisement for bids upon the making of improvements under such approved plans and specifications. The advertisement shall be published pursuant to law, shall specify the work to be done, shall state that bids will be received by the Director of Community Assets and Development until 10:00 a.m. on May 20, 2026, via QuestCDN, at which time they will be publicly opened via Microsoft Teams and read aloud, will then be tabulated, and will be considered by the council on May 26, 2026 at 6:30 p.m., or shortly thereafter, in the Council Chambers, 803 Old Highway 8 NW, and that no bids will be considered unless sealed and filed with the City Clerk and accompanied by a cash deposit, cashier's check, bid bond, or certified check payable to the City Clerk for 5 percent of the amount such bid.

Adopted this 28th day of April, 2026, 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

CITY OF NEW BRIGHTON

2026 STREET REHABILITATION

CITY PROJECT NO. 26-1

CONSTRUCTION PLANS FOR: GRADING, BITUMINOUS SURFACING, SHARED USE TRAIL, RECLAMATION, SIGNALS AND ADA IMPROVEMENTS

LOCATED ON: 7TH ST NW FROM SILVER LAKE RD TO 8TH AVE NW (GEOGRAPHIC DESCRIPTION)
 LOCATED ON: FOREST DALE RD FROM 235' NORTH OF TORCHWOOD DR TO SILVER LAKE RD (GEOGRAPHIC DESCRIPTION)
 LOCATED ON: INNSBRUCK DR FROM 345' EAST OF MEISTER DR TO SILVER LAKE RD (GEOGRAPHIC DESCRIPTION)
 LOCATED ON: 20TH AVE NW FROM 6TH ST NW TO 7TH ST NW (GEOGRAPHIC DESCRIPTION)
 LOCATED ON: 19TH AVE NW FROM 6TH ST NW TO 7TH ST NW (GEOGRAPHIC DESCRIPTION)
 LOCATED ON: 6TH ST NW FROM 20TH AVE NW TO 19TH AVE NW (GEOGRAPHIC DESCRIPTION)

LEGEND

- EXISTING GATE VALVE
- EXISTING HYDRANT
- EXISTING CURB BOX
- EXISTING WATERMAIN MANHOLE
- EXISTING SANITARY MANHOLE
- EXISTING STORM MANHOLE
- EXISTING GAS MANHOLE
- EXISTING CATCH BASIN
- EXISTING POWER POLE
- SOIL BORING
- EXISTING CABLE TV BOX
- EXISTING TELEPHONE BOX
- EXISTING ELECTRICAL MANHOLE
- EXISTING ELECTRICAL TRANSFORMER
- EXISTING LIGHT POLE
- EXISTING MAILBOX
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING WATERMAIN
- EXISTING CURB AND GUTTER
- EXISTING FIBER OPTIC
- EXISTING GAS MAIN
- EXISTING OVERHEAD POWER/COMMUNICATION
- EXISTING UNDERGROUND POWER
- EXISTING FENCE
- EXISTING RETAINING WALL
- EXISTING TREE
- EXISTING TREE LINE
- EXISTING STREET SIGN
- PROPOSED GATE VALVE
- PROPOSED HYDRANT
- PROPOSED MANHOLE (STORM OR SANITARY)
- PROPOSED CATCH BASIN
- PROPOSED WATERMAIN
- PROPOSED STORM SEWER
- PROPOSED CURB AND GUTTER
- PROPOSED RETAINING WALL
- DRAIN TILE
- EXISTING RIGHT-OF-WAY
- TEMPORARY CONSTRUCTION EASEMENT
- CONSTRUCTION LIMITS
- PERMANENT EASEMENT

NOTE:
 THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-22, ENTITLED "STANDARD GUIDELINE FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES".

THE EXACT LOCATION OF UNDERGROUND UTILITIES SHOWN IN THIS PLAN SET ARE UNKNOWN. THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE PRIOR TO STARTING ANY EXCAVATION.

GOPHER STATE ONE CALL SYSTEM.....1-800-252-1166

BEGIN S.A.P. 147-116-008
 BEGIN C.P. 26-1
 INNSBRUCK DR
 STA. 00+76.79

END S.A.P. 147-116-008
 END C.P. 26-1
 INNSBRUCK DR
 STA. 26+58.17

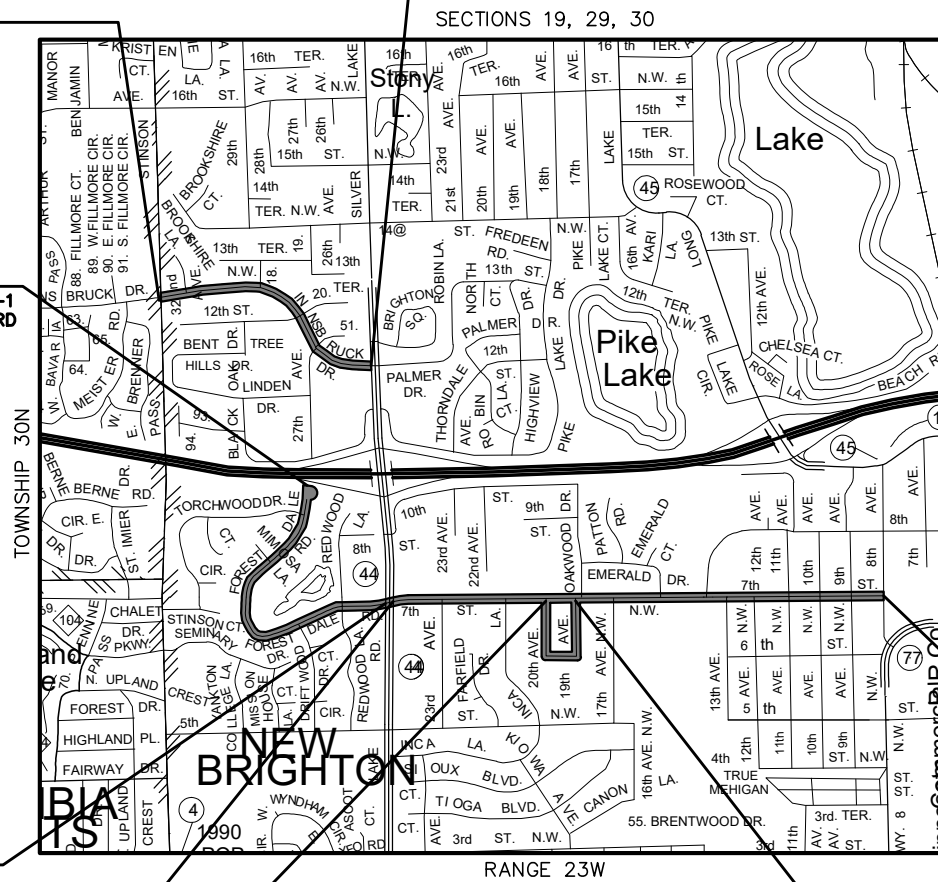
BEGIN C.P. 26-1
 FOREST DALE RD
 0+00.00

END C.P. 26-1
 FOREST DALE RD
 30+56.77

BEGIN S.A.P. 147-112-006
 BEGIN C.P. 26-1
 7TH ST NW
 0+36.01

BEGIN C.P. 26-1
 19TH-20TH AVE NW
 0+38.03

END C.P. 26-1
 19TH-20TH AVE NW
 15+89.01



DESIGN DESIGNATION

	7TH ST NW	INNSBRUCK DR	20TH AVE NW	6TH ST NW	19TH AVE NW	FOREST DALE RD
Present ADT (2026)	5,281	4,577	X	X	X	X
Future ADT (2046)	5,798	5,028	X	X	X	X
Functional Classification	MAJOR COLLECTOR	MINOR COLLECTOR	LOCAL	LOCAL	LOCAL	LOCAL
No. of Traffic Lanes	2	2	2	2	2	2
Shoulder Width	0	0	0	0	0	0
R-Value Designed	1	1	12	12	12	12
No. of Parking Lanes	1	1				
Structural Design Strength	10 TON	10 TON	10 TON	10 TON	10 TON	10 TON
20 YR BESALS	655,000	561,000	100,000	100,000	100,000	100,000
Designed Speed	25 MPH	25 MPH	25 MPH	25 MPH	25 MPH	25 MPH

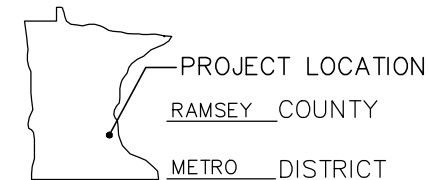
Design Speed Based on Stopping Sight Distance Height of eye 3.5' Height of Object 2.0'

DESIGN DESIGNATION (SHARED USE PATH)

DESIGN SPEED 20 MPH
 4.5' HEIGHT OF EYE
 0.0' HEIGHT OF OBJECT

PLAN SET SCALES

LOCATION MAP	0 500 1000 2000
ALIGNMENT	0 150 300 300
PLAN	0 15 30 60
PROFILE	0 5 10 20
CROSS-SECTIONS HORIZONTAL	0 5 10 20
CROSS-SECTIONS VERTICAL	0 2.5 5 10



PLAN REVISIONS		
DATE	SHEET NO.	APPROVED BY

147-112-006
 STATE AID PROJ. NO. 147-116-008

GOVERNING SPECIFICATIONS

THE 2025 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST "FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS."

THE LATEST EDITION OF THE MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION IS FURTHER AMENDED BY THE 2025 EDITION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA STANDARD SPECIFICATIONS. THE LATEST EDITIONS OF THE MNDOT AND CITY ENGINEERS ASSOCIATION OF MINNESOTA STANDARD SPECIFICATIONS ARE AMENDED BY THE CITY OF NEW BRIGHTON SPECIFICATIONS FOR CONSTRUCTION.

INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2-3	STATEMENT OF ESTIMATED QUANTITIES
4	GENERAL NOTES, STANDARD PLATES, & UTILITY CONTACTS
5-7	CONSTRUCTION DETAILS
8-27	MnDOT STANDARD PLANS
28-30	DETOUR PLAN
31-33	TYPICAL SECTIONS
34-36	ALIGNMENT PLAN AND TABULATIONS
37-39	STORM WATER POLLUTION PREVENTION PLAN
40-51	EROSION CONTROL & TURF ESTABLISHMENT PLAN
52-63	REMOVAL PLANS
64-77	WATERMAIN & UTILITY PLANS
78-97	STREET AND STORM SEWER PLAN AND PROFILES
98-104	STORM SEWER LATERALS AND TABULATION
105	POND CLEANOUT
106-107	STORM DETAILS
108-122	INTERSECTION DETAIL PLAN
123-133	TRAFFIC SIGNAL PLAN
134-160	SIGNING & STRIPING PLANS
161-229	CROSS SECTIONS

95% SUBMITTAL PLANS
 THIS PLAN SET CONTAINS 229 SHEETS

Kimley»Horn

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE 02/06/2026 LIC. NO. 56719

ENGINEER KYLE T. IMHOLTE

APPROVED CRAIG SCHLICHTING 2026

DISTRICT STATE AID ENGINEER:
 REVIEWED FOR COMPLIANCE WITH STATE AID AND/OR FEDERAL AID RULES/POLICY

STATE AID ENGINEER:
 APPROVED FOR STATE AID AND/OR FEDERAL AID FUNDING



Agenda Section:	Consent Agenda
Meeting Date:	April 28, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Acceptance of the First Quarter 2026 Interim Financial Reports

Action Requested: Motion

Form of Action: N/A

Votes Needed: 3 Votes

Summary Statement:	Quarterly Interim Financial Reports are provided in an effort to keep the Council informed of the City’s fiscal condition. A budget-to-actual analysis has been conducted for the City's General Fund and four Enterprise Funds. Explanations have been provided for variances outside of the expected range.
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Recommendations:	Accept the First Quarter 2026 Interim Financial Report.
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Applicable Deadlines:	April 30, 2026
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Community Impact:	Sound financial management ensures the City’s ability to continue funding the programs and services the community relies on.
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Legislative History:	The Government Finance Officers Association (GFOA) recommends as a best practice that a government undertake a process of monthly, quarterly, and annual reviews to ensure the ongoing completeness and accuracy of the data it collects. This process should include financial analysis of interim management reports to identify anomalous or incomplete data to be corrected.
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Strategic Priority:	<u>Financial Sustainability</u>
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Fiscal Impact:	Financial Consideration?	<u>No</u>
	Revenue/Expenditure Amount:	\$
	Financing Source:	<u>N/A</u>
	Notes:	

Attachments:	<table border="1" style="width: 100%;"> <tr> <td style="width: 5%;">1.</td> <td>Financial Report</td> </tr> </table>	1.	Financial Report
1.	Financial Report		

QUARTERLY FINANCIAL REPORT

CONTENTS:

Introduction.....	2
General Fund.....	3
Water Utility Fund.....	5
Sewer Utility Fund.....	6
Stormwater Management Fund.....	7
Street Light System Fund.....	8
Investments.....	9

AS OF MARCH 31, 2026

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 2026 revenues and expenditures for the period ending March 31, 2026 (unaudited).

The report includes an analysis of the following funds:

- General Fund
- Water Utility Fund
- Sewer Utility Fund
- Stormwater Management Fund
- Street Light System Fund

These funds account for programs and services that constitute the City's core functions. Programs such as debt service and tax increment financing which are governed by pre-existing obligations and restricted revenues are not shown. In addition, expenditures in the City's Fleet and Non-Fleet programs are not shown as these expenditures are specifically tied to pre-funded asset replacement funds.

The information is presented on a modified cash basis accounting method, which measures only the actual revenues that become available and measurable, and expenditures are recognized in the period the liability is incurred.

Explanations are provided for any budget to actual differences that could be considered significant. **At the end of the first quarter, this includes a variance of less than 20% or more than 30%.** It should be noted that certain variances are expected and exist simply due to the non-recurring or intermittent nature of the revenue or expenditure.

Also included in this report is a summary of the City's investment portfolio as of March 31, 2026.

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 March 31, 2026

	<u>Adopted Budget</u>	<u>YTD Balance 3/31/2026</u>	<u>Available Balance</u>	<u>% Budget Used</u>		<u>YTD Balance 3/31/2025</u>
Revenues						
Taxes	\$ 15,465,700	\$ -	\$ 15,465,700	0%	(1)	\$ -
Franchise Taxes	1,233,000	43,251	1,189,749	4%	(2)	42,000
Licenses	199,300	201,988	(2,688)	101%	(3)	194,206
Permits	500,000	146,453	353,547	29%		186,135
Intergovernmental	1,246,400	39,110	1,207,290	3%	(4)	18,323
Charges for Service	5,529,100	1,177,289	4,351,811	21%		1,191,779
Fines & Forfeitures	55,000	12,822	42,178	23%		11,055
Investment Income	125,000	(45,650)	170,650	-37%	(5)	(10,493)
Rents/Leases	438,000	298,701	139,299	68%	(6)	328,608
Miscellaneous	71,500	17,379	54,121	24%		17,743
Transfers In	753,000	188,250	564,750	25%		188,250
Total Revenues	\$ 25,616,000	\$ 2,079,593	\$ 23,536,407	8%		\$ 2,167,606
Expenditures						
Administration:						
Council	\$ 43,900	\$ 10,085	\$ 33,815	23%		\$ 11,265
Administration	1,548,000	374,128	1,173,872	24%		445,397
Elections	162,100	34,000	128,101	21%		8,527
Legal	134,000	33,761	100,239	25%		26,666
Central Services	217,300	58,432	158,868	27%		50,846
Finance:						
Finance	790,000	157,281	632,719	20%		193,287
License Bureau	957,000	154,065	802,935	16%	(7)	156,010
Passports	418,400	92,266	326,134	22%		68,732
DCAD						
Engineering	603,700	123,014	480,686	20%		120,994
Streets	434,500	88,552	345,948	20%		75,118
Garage	720,000	171,693	548,307	24%		154,390
Community Development	1,101,600	219,334	882,266	20%		230,465
Recycling	452,300	70,146	382,154	16%	(8)	67,418
Parks and Recreation:						
Parks	2,199,600	434,603	1,764,997	20%		412,796
Forestry	336,800	46,623	290,177	14%	(9)	39,816
Recreation Programs	1,310,900	218,211	1,092,689	17%	(9)	254,979
Community Center	2,515,100	524,173	1,990,927	21%		517,160
Golf Course	435,400	65,068	370,332	15%	(10)	60,090
Public Safety:						
Police	7,681,600	1,571,402	6,110,198	20%		1,608,976
Fire	1,526,200	233,503	1,292,697	15%	(11)	250,381
Transfers Out	2,346,800	-	2,346,800	0%	(12)	-
Turnover Ratio	(319,200)	-	(319,200)	0%	(13)	-
Total Expenditures	\$ 25,616,000	\$ 4,680,339	\$ 20,935,661	18%		\$ 4,753,312
Net Revenues Over/ (Under) Expenditures	\$ -	\$ (2,600,746)				

General Fund (continued)

Comments on Items with Less than 20% or More than 30% of Budget Used

- (1) The first-half **property tax levy** settlement will be received in June and July.
- (2) The first quarter **Franchise taxes** will be received by the end of April.
- (3) Many **license** fees are annually recurring in nature and received at the start of the year. Liquor license revenue is over-budget due to two new establishments applying for licenses in 2026 compared to previous years.
- (4) The **Intergovernmental** revenue budget includes the Mounds View Schools SRO reimbursement that is generally received at the end of each semester, and State Police and Fire Aid which are generally received in the fall.
- (5) **Investment Income** generally has a negative balance at the end of the first quarter due to year-end accounting practices for accrued interest reported in the prior year.
- (6) The majority of our **Rent** income derives from our tower leases, which are paid annually at different times in the year depending on contract terms. Seven of nine tower lease payments were received by the end of the first quarter. The budget also includes \$85,000 for a billboard lease that is paid monthly.
- (7) **License Bureau** expenditures are lower than expected due to a full-time position vacancy through the first quarter.
- (8) **Recycling** hauler invoices are paid on a monthly basis, in the month following the month of service. Only two months have been paid as of the end of the first quarter.
- (9) **Forestry** and **Recreation Program** expenditures such as seasonal wages and professional services will occur during the warmer months.
- (10) **Golf Course** activity mainly occurs between April and October of each year.
- (11) 13% of the **Fire** division's budget is related to a one-time contribution of Fire State Aid to the PERA SVF Retirement fund that occurs in or around October of each year.
- (12) **Transfers Out** generally occur at the end of the year, unless budget amendments are made mid-year.
- (13) The **Turnover Ratio** is an annual budgetary item used to acknowledge the budgetary savings the City generally experiences due to employee turnover throughout the year.

At the end of the first quarter, the **General Fund** has \$8.5 million in available reserves or 37% of the current annual operating budget. The City's fund balance policy requires a minimum fund balance at year-end of 35% of the subsequent year's budgeted operating expenditures, and a year-end target of between 41% - 45%.

Water Utility Fund

The **Water Utility Fund** includes the activities associated with the City's water distribution system. Its primary funding source are fees charged to water customers based on consumption.

City of New Brighton
Water Utility Fund Budget to Actual (Unaudited)
For the Quarter Ended March 31, 2026

	<u>Adopted Budget</u>	<u>YTD Balance 3/31/2026</u>	<u>Available Balance</u>	<u>% Budget Used</u>	<u>YTD Balance 3/31/2025</u>
Revenues					
Charges for Service	\$ 4,478,000	\$ 466,696	\$ 4,011,304	10% (1)	\$ 443,485
Investment Interest	125,000	(1,603)	126,603	-1% (2)	1,083
Total Revenues	\$ 4,603,000	\$ 465,093	\$ 4,137,907	10%	\$ 444,568
Expenditures					
Personnel	\$ 1,146,600	\$ 233,168	\$ 913,432	20%	\$ 231,336
Materials	185,000	22,465	162,535	12% (3)	29,899
Contractual Service	985,900	225,951	759,949	23%	214,124
Interfund Loan Interest	44,700	-	44,700	0% (4)	-
Transfers Out	363,800	90,951	272,849	25%	90,951
Total Operating	2,726,000	572,535	2,153,465	21%	566,310
Capital	1,542,300	-		(5)	
Total Expenditures	\$ 4,268,300	\$ 572,535			
Net Revenues Over/(Under)					
Expenditures	<u>\$ 334,700</u>	<u>\$ (107,442)</u>			

Comments on Items with Less than 20% or More than 30% of Budget Used

- (1) **Charges for Service** revenue only includes about one month of activity as of the end of the first quarter. This is merely due to the timing of our quarterly bills.
- (2) **Investment Interest** revenue generally has a low or negative balance at the end of the first quarter due to year-end accounting practices for accrued interest earned in the prior year.
- (3) **Materials** are purchased as needed throughout the year for work done on water meters, water mains, and other water-related maintenance work.
- (4) **Interfund Loan Interest** expense is paid in May and November of each year.
- (5) Budgeted **Capital** expenditures for the year include WTP 3,4,5 and Well House 8 building improvements, county road watermain, and water infrastructure related to the 2026 Street Construction project. These expenditures will occur later in the year.

As of March 31, 2026, the **Water Utility Fund** has a positive cash balance of \$2,467,755.

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 March 31, 2026

	<u>Adopted Budget</u>	<u>YTD Balance 3/31/2026</u>	<u>Available Balance</u>	<u>% Budget Used</u>	<u>YTD Balance 3/31/2025</u>
Revenues					
Charges for Service	\$ 4,764,800	\$ 432,803	\$ 4,331,997	9% (1)	\$ 402,028
Investment Interest	27,400	(2,462)	29,862	-9% (2)	(832)
Total Revenues	\$ 4,792,200	\$ 430,341	\$ 4,361,859	9%	\$ 401,196
Expenditures					
Personnel	\$ 638,100	\$ 127,991	\$ 510,109	20%	\$ 132,719
Materials	30,000	4,297	25,703	14% (3)	31,422
Contractual Service	3,355,900	828,040	2,527,860	25%	769,006
Interfund Loan Interest	19,100	-	19,100	0% (4)	-
Transfers Out	239,400	59,850	179,550	25%	59,850
Total Operating	4,282,500	1,020,178	3,262,322	24%	992,997
Capital	710,000	(9,728)		(5)	
Total Expenditures	\$ 4,992,500	\$ 1,010,450			
Net Revenues Over/(Under)					
Expenditures	<u>\$ (200,300)</u>	<u>\$ (580,109)</u>			

Comments on Items with Less than 20% or More than 30% of Budget Used

- (1) **Charges for Service** revenue only includes about one month of activity as of the end of the first quarter. This is merely due to the timing of our quarterly bills.
- (2) **Investment Interest** revenue generally has a low or negative balance at the end of the first quarter due to year-end accounting practices for accrued interest earned in the prior year.
- (3) **Materials** are purchased as needed throughout the year for work done on sewer lines, lift stations and other sewer-related maintenance work.
- (4) **Interfund Loan Interest** expense is paid in May and November of each year.
- (5) Budgeted **capital** expenditures for the year include miscellaneous sewer lining, the SCADA replacement, and sewer infrastructure related to the 2026 Street Construction project. These expenditures will occur later in the year. The negative balance at the end of the first quarter represents retainage payable recorded at the end of 2025. This will be netted against final payments on the Lift Station #8 replacement project later this year.

As of March 31, 2026, the **Sewer Utility Fund** has a positive cash balance of \$1,039,777.

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 Utility Fund Budget to Actual (Unaudited)
For the Quarter Ended March 31, 2026

	<u>Adopted Budget</u>	<u>YTD Balance 3/31/2026</u>	<u>Available Balance</u>	<u>% Budget Used</u>	<u>YTD Balance 3/31/2025</u>
Revenues					
Charges for Service	\$ 1,438,300	\$ 123,410	\$ 1,314,890	9% (1)	\$ 114,959
Investment Interest	42,700	(4,333)	47,033	-10% (2)	482
Total Revenues	\$ 1,481,000	\$ 119,077	\$ 1,361,923	8%	\$ 115,441
Expenditures					
Personnel	\$ 247,400	\$ 49,215	\$ 198,185	20%	\$ 50,173
Materials	52,000	0	52,000	0% (4)	201
Contractual Service	432,300	75,286	357,014	17%	101,849
Interfund Loan Interest	90,800	0	90,800	0% (5)	-
Transfers Out	118,200	29,049	89,151	25%	31,049
Total Operating	940,700	153,550	787,150	16%	183,272
Capital	547,000	(26,339)		(6)	
Total Expenditures	\$ 1,487,700	\$ 127,211			
Net Revenues Over/(Under) Expenditures	\$ (6,700)	\$ (8,134)			

Comments on Items with Less than 20% or More than 30% of Budget Used

- (1) **Charges for Service** revenue only includes about one month of activity as of the end of the first quarter. This is merely due to the timing of our quarterly bills.
- (2) **Investment Interest** revenue generally has a low or negative balance at the end of the first quarter due to year-end accounting practices for accrued interest earned in the prior year.
- (3) **Materials** are purchased as needed throughout the year for stormwater-related maintenance work.
- (4) **Interfund Loan Interest** expense is paid in May and November of each year.
- (5) Budgeted **capital** expenditures for the year include pavement management projects, pond dredging, and storm sewer infrastructure related to the 2026 Street Construction project. These expenditures will occur later in the year.

As of March 31, 2026, the **Stormwater Management Fund** has a positive cash balance of \$1,064,707.

Street Light System Fund

The **Street Light System Fund** includes activities associated with the City's streets light system. Its primary funding source are fixed base fees charged to all City property owners.

City of New Brighton
Street Light System Fund Budget to Actual (Unaudited)
For the Quarter Ended March 31, 2026

	<u>Adopted Budget</u>	<u>YTD Balance 3/31/2026</u>	<u>Available Balance</u>	<u>% Budget Used</u>	<u>YTD Balance 3/31/2025</u>
Revenues					
Charges for Service	\$ 374,700	\$ 34,343	\$ 340,357	9% (1)	\$ 32,695
Investment Interest	2,500	(82)	2,582	-3% (2)	43
Total Revenues	\$ 377,200	\$ 34,261	\$ 342,939	9%	\$ 32,738
Expenditures					
Materials	\$ 1,000	\$ 339	\$ 661	34% (3)	\$ -
Contractual Service	213,300	39,013	174,287	18% (4)	37,780
Interfund Loan Interest	24,400	-	24,400	0% (5)	-
Transfers Out	33,600	8,400	25,200	25%	8,400
Total Operating	272,300	47,752	224,548	18%	46,180
Capital	5,000	5,821		(6)	
Total Expenditures	\$ 277,300	\$ 53,573			
Net Revenues Over/(Under)					
Expenditures	\$ 99,900	\$ (19,312)			

Comments on Items with Less than 20% or More than 30% of Budget Used

- (1) **Charges for Service** revenue only includes about one month of activity as of the end of the first quarter. This is merely due to the timing of our quarterly bills.
- (2) **Investment Interest** revenue generally has a low or negative balance at the end of the first quarter due to year-end accounting practices for accrued interest earned in the prior year.
- (3) **Materials** are purchased as needed throughout the year for stormwater-related maintenance work.
- (4) **Contractual Service** expenditures only include two months of electricity bills as of the end of the first quarter. March charges are paid in April. This budget also includes general maintenance and repair costs, which are incurred as needed throughout the year.
- (5) **Interfund Loan Interest** expense is paid in May and November of each year.
- (6) Budgeted **capital** expenditures include street light re-lamping. Expenditures through the end of the first quarter include light pole installations on Rice Creek Rd.

As of March 31, 2026, the **Street Light System Fund** has a positive cash balance of \$188,151.

Investments

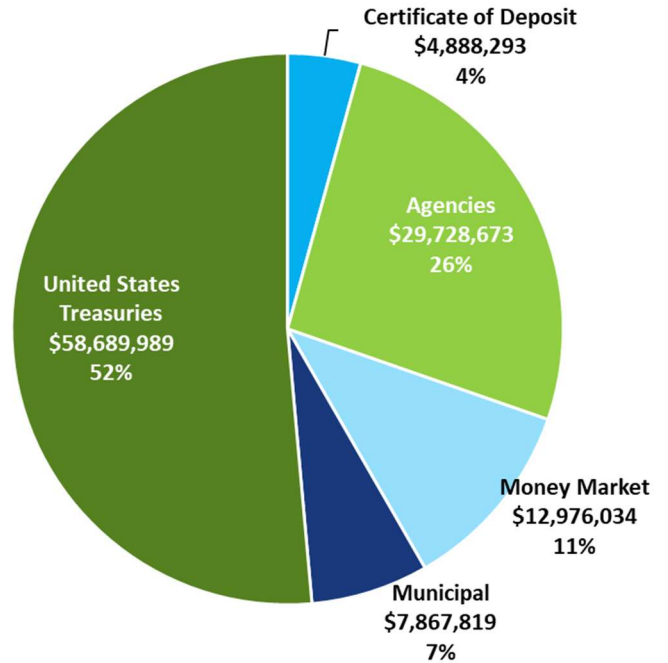
It is the policy of the City to invest public funds in a low-risk manner that will preserve principal while meeting the daily cash flow demands of the City’s operations, and conform to all federal, state and local regulations governing the investment of public funds. The portfolio is designed to provide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

Portfolio Characteristics

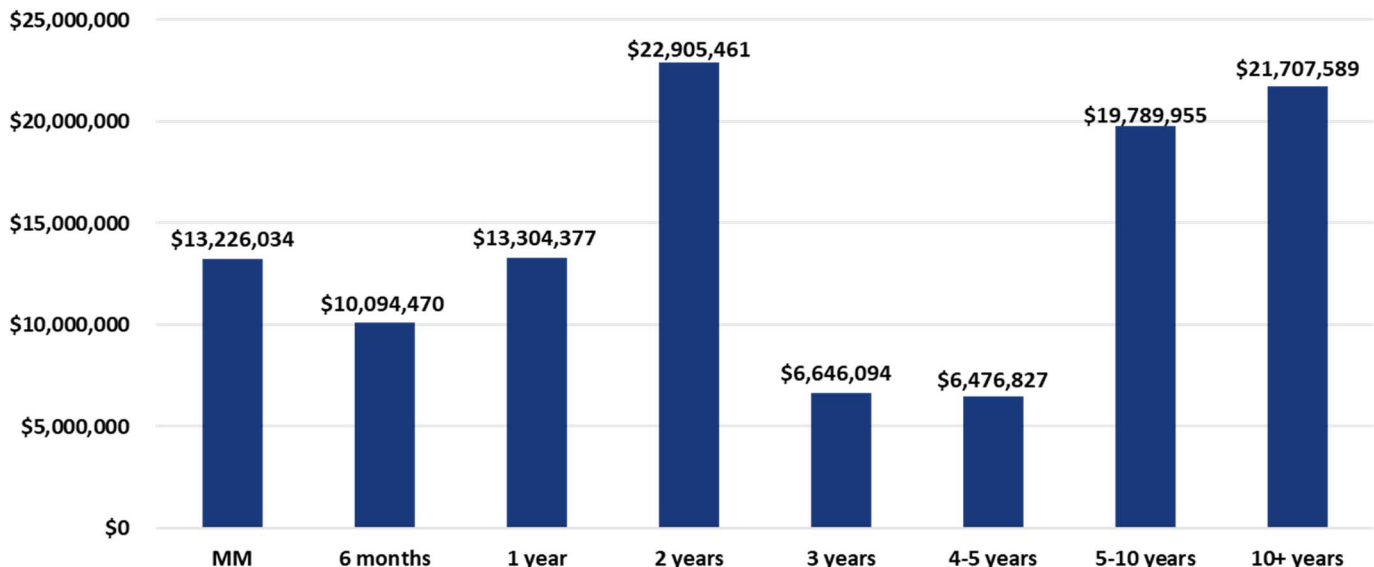
Book Value	\$114,150,808
Market Value	\$113,719,519
Unrealized Gain(Loss)	\$ (431,289)*
YTD Earnings	\$ 1,066,033
Yield to Maturity	3.40%

*An unrealized loss is a decrease in the value of an investment that an investor holds. A gain or loss becomes realized when the investment is actually sold. Our investments are generally not intended to be sold, but instead held to maturity. The unrealized loss is a function of rising interest rates.

City of New Brighton Investment Portfolio as of 03/31/26 By Investment Type



City of New Brighton Investment Portfolio as of 03/31/26 By Maturity Date

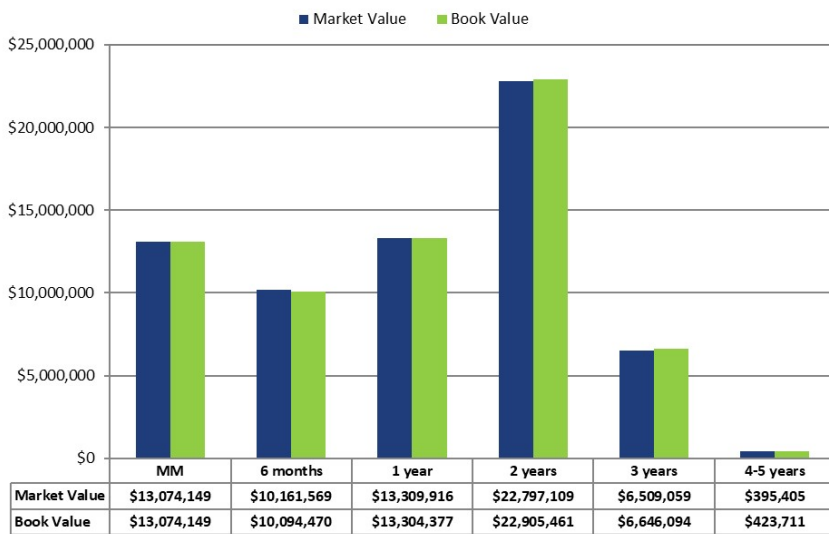


Investments (continued)

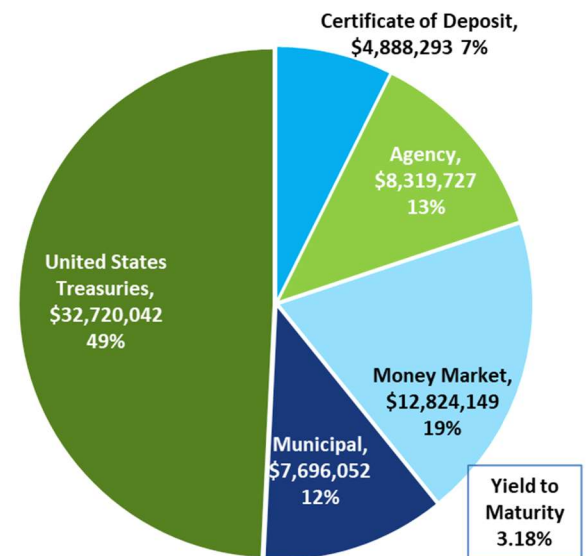
Portfolio by Investment Manager

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 \$48 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.

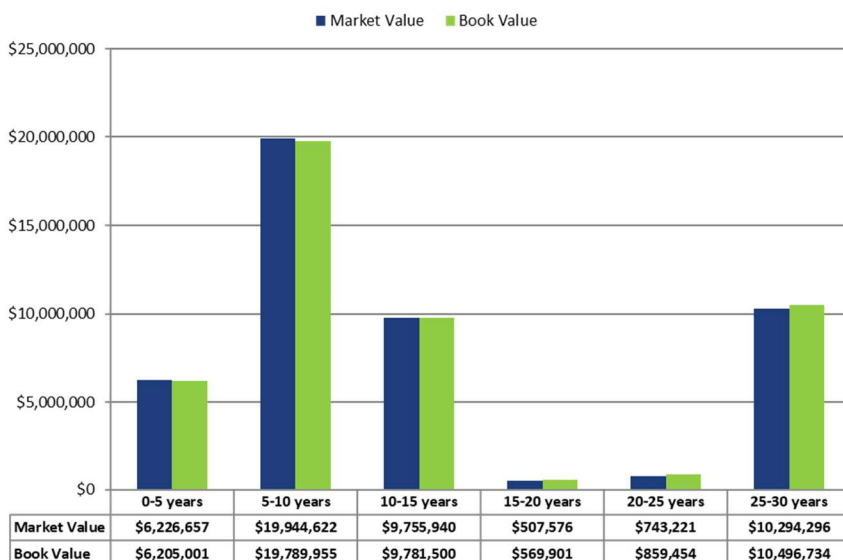
Internally-Managed Maturities



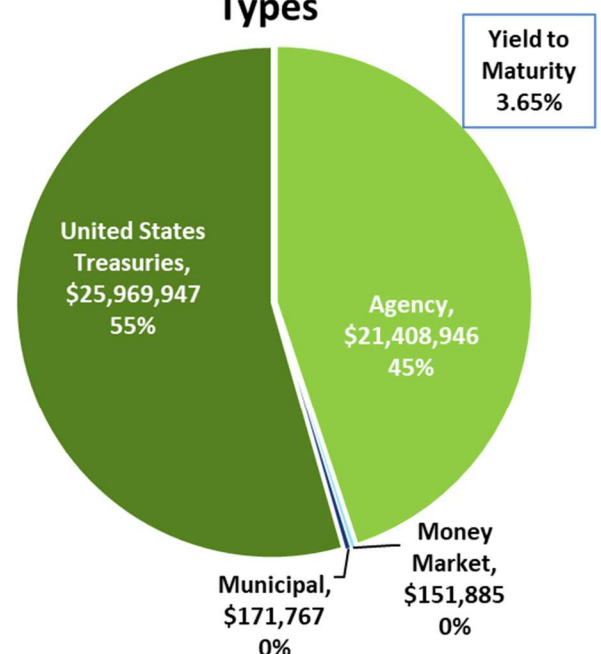
Internally-Managed Investment Types



PMA-Managed Maturities



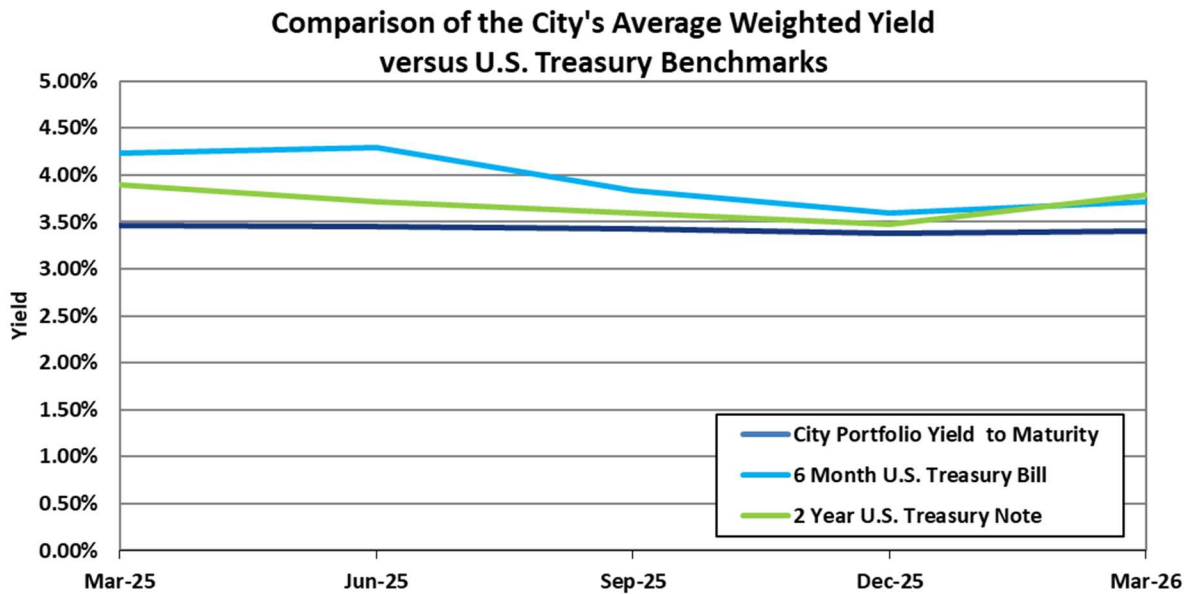
PMA-Managed Investment Types



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 has remained steady in the last year, increasing only slightly in the first quarter to 3.4%. Interest rates on investment offerings increased during the first three months of the year, as evidenced by the change in the benchmarks. This also explains the shift from the City's modest unrealized gain at December 31, 2025 to once again reporting an unrealized loss at the end of the first quarter.



Investment Activity

The investment portfolio decreased by about \$8,640,100 in the first quarter, largely due to the expenditures paid prior to receiving our first property tax settlement in June. This included \$3,459,900 in debt payments and \$3,601,300 in capital expenditure payments. The money market balance of \$13,226,000 was maintained to ensure adequate cash flows for upcoming obligations. The City's money market accounts are earning an average of 3.6% at the end of the first quarter.



Agenda Section:	Consent Agenda
Meeting Date:	April 28, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Resolution to Consider Purchase Agreement for the Purchase of Certain Property from Barbara Jean Tall Revocable Trust

Action Requested: Motion

Form of Action: Resolution

Votes Needed: 3 Votes

Summary Statement:	<p>Vermont Park is a smaller neighborhood park in the southeast portion of New Brighton. The existing park is uniquely shaped based on the location of 4 single-family homes. During preliminary discussions about the future of Vermont Park, one property approached the City with their interest in selling. At that time, it was determined that they would like to stay for several more years, but would approach the City when their time came to move. The City then sent letters to the remaining three properties to determine if they were interested in selling. Two of those homes contacted the City with the intent of selling at fair market value. The City and Property Owner Attorneys at 91 1st Street SE have worked together on the legal details of a purchase agreement. The existing property is being rented without a lease, but based on the continued payment of rent, the tenants are entitled to relocation benefits. Title companies can request a resolution from the mayor and City Council approving the purchase agreement, and to facilitate a smooth closing, the resolution is</p>
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	attached.
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Recommendations:	Approve the resolution.
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Applicable Deadlines:	NA
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Community Impact:	Livable Community
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Legislative History:	NA
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Strategic Priority:	<u>City Assets</u>
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Fiscal Impact:	Financial Consideration?	<u>Yes</u>
	Revenue/Expenditure Amount:	\$270,000 + relocation benefits + closing costs + legal
	Financing Source:	Fund 560, Municipal Redevelopment will fund this purchase and the professional services required to close (legal, environmental, survey)
	Notes:	

Attachments:	1.	1075177-v2-Resolution Approving Purchase Agreement with Barbara Jean Tall Revocable Trust
	2.	1069459-v3-Purchase Agreement
	3.	Well-Disclosure-Certificate-PDF

RESOLUTION _____

STATE OF MINNESOTA

COUNTY OF RAMSEY

CITY OF NEW BRIGHTON

RESOLUTION APPROVING A PURCHASE AGREEMENT FOR THE PURCHASE OF CERTAIN PROPERTY FROM THE BARBARA JEAN TALL REVOCABLE TRUST.

WHEREAS, the Barbara Jean Tall Revocable Trust, under a Trust Agreement dated October 26, 2021 (the “Trust”) is the fee owner of certain real property located in the City of New Brighton (“City”)(PID No. 33-30-23-22-0020) which is legally described on the attached Exhibit A (the “Property”); and

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

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

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

ADOPTED this ____ day of _____, 2026, by the New Brighton City Council with a vote of ____ ayes and ____ nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

EXHIBIT A

Legal Description of the Trust Property

Easterly 95 feet of the Northerly 190 feet of the West 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 Section 33, Township 30, Range 23, Ramsey County, according to the United States Government Survey thereof and situate in Ramsey County, Minnesota.

Parcel ID No.: 33-30-23-22-0020

Abstract Property

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of the ____ day of _____, 2026 (which shall be the reference date only of this Agreement) by and between the Barbara Jean Tall Revocable Trust, under a Trust Agreement dated October 26, 2021 (“**Seller**”) and the CITY OF NEW BRIGHTON, a Minnesota municipal corporation (“**Purchaser**”).

RECITALS

A. Seller is the owner of certain real property located at 91 1st Street Southeast, in the City of New Brighton (“**City**”), County of Ramsey, and State of Minnesota, which is legally described on the attached Exhibit A (the “**Land**”).

B. Seller desires to sell the Land and any and all improvements located thereon to Purchaser, and Purchaser desires to purchase such Land and improvements under the terms and conditions provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the following terms and conditions, the parties agree as follows:

1. **SALE AND PURCHASE**. Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller, upon the terms and conditions set forth below, the following:
 - a. Fee simple title to the Land together with the house, accessory building, and improvements, if any, constructed on the Land (collectively, the “**Improvements**”); and
 - b. Seller’s interest, if any, in: (i) all easements, air rights, and other rights benefiting or appurtenant to the Land; and (ii) all neighboring or contiguous alleys, streets, roads and utilities servicing, pertaining, or relating to the Land.

All items described in subparagraphs 1(a) through 1(b) above are collectively referred to in this Agreement as the “**Property**.”

2. **PURCHASE PRICE**. The total purchase price to be paid by Purchaser to Seller for the Property (the “**Purchase Price**”) shall be Two Hundred and Seventy Thousand and No/100 Dollars (\$270,000.00).

The Purchase Price shall be payable as follows:

- a. Upon execution of this Agreement by both parties, Purchaser shall deposit with Land Title, Inc. with an address of 2200 W County Road C, Suite 2205, Roseville, MN 55113, Attn: Mr. Larry Mountain (the “**Title Company**”) via cash or wire

transfer, Fifteen Thousand and No/100 Dollars (\$15,000.00) (the “**Earnest Money**”). At the Closing, as defined in Paragraph 8 hereof, the Earnest Money and any interest accrued thereon shall be paid to Seller and credited against the Purchase Price. The Title Company shall act as escrow agent with respect to the Earnest Money pursuant to the terms of this Agreement, shall deposit such Earnest Money in an account, and all costs of Title Company, if any, with respect to such escrow shall be borne by Purchaser. If the Purchaser fails to close for any reason, other than i) properly terminating this Agreement pursuant to the terms of Paragraphs 3 or 7; or ii) the default of Seller, the Earnest Money and any interest accrued thereon shall be retained by the Seller.

- b. The “**Effective Date**” shall be the last date upon which this Agreement is executed by both Purchaser and Seller.
- c. The balance of the Purchase Price, plus or minus the prorations and credits provided in this Agreement, shall be paid to Seller in immediately available funds via certified check or wire transfer at the Closing (as defined in Paragraph 8 hereof).

If there is a dispute between Seller and Purchaser regarding whether the Earnest Money shall be returned to Purchaser or delivered to Seller, Title Company shall have no obligation to either Seller or Purchaser except to interplead the proceeds into an appropriate court of competent jurisdiction. Title Company may act upon any instrument or other writing believed by Title Company in good faith to be genuine and to be signed and presented by the proper person. Title Company shall not be liable in connection with the performance by Title Company of its duties hereunder, except for Title Company’s own fraudulent misconduct or negligence. Title Company shall be under no obligation to institute or defend any action, suit, or legal proceeding in connection herewith or to take any other action likely to involve an expense to Title Company (except to interplead the Earnest Money as aforesaid and with respect to its own wrongful conduct or negligence) unless first indemnified to its reasonable satisfaction by Seller and Purchaser.

- 3. **CONTINGENCIES**. Notwithstanding any other provision in this Agreement to the contrary, the parties agree that the purchase of the Property is subject to the following contingencies (collectively, the “**Purchaser Contingencies**”) which must be accepted or waived on or before the expiration of the Due Diligence Period hereafter defined, unless a shorter period is expressly provided herein:
 - a. Title to the Property shall be acceptable to Purchaser, in its sole discretion (the “**Title Contingency**”) within the time frames and terms and conditions contained in Paragraph 5.
 - b. The Property’s environmental condition shall be acceptable to Purchaser, in its sole discretion. Copies of any environmental assessments shall be provided at no cost to Seller for its use (the “**Environmental Contingency**”). Notwithstanding the foregoing, Purchaser must conduct such review and other

matters during the Due Diligence Period and this Environmental Contingency shall expire on the expiration of the Due Diligence Period.

- c. Purchaser shall have the right during the Due Diligence Period to conduct such soil tests/geotechnical analyses, inspections, reviews, examinations, and assessments (collectively, the “**Physical Reports**”), if any, as Purchaser deems necessary and such Physical Reports and the testing/review required therefore shall be subject to the terms and conditions contained in Paragraph 6. The results of the same shall be satisfactory to Purchaser in its sole discretion (the “**Inspection Contingency**”). Copies of any Physical Reports obtained or commissioned by Purchaser with respect to the Property shall be provided at no cost to Seller, but without any representation as to their accuracy or how the same may be used. To facilitate Purchaser’s due diligence efforts, Seller agrees to deliver copies of all records it has of the Property in its possession, if any, to Purchaser within five days after the Effective Date hereof.

Purchaser shall satisfy or waive the Environmental Contingency and the Inspection Contingency on or before the expiration of the Due Diligence Period and the Title Contingency in the time prescribed in Paragraph 5 or said Contingencies shall be waived.

On or before that date which is 60 days after the Effective Date hereof (the “**Due Diligence Period**”), Purchaser shall, by giving written notice to Seller, either:

- (i) Terminate this Agreement if any one or more of the Purchaser Contingencies above have not been satisfied; or
- (ii) Waive the Contingencies listed above and proceed to closing.

If Purchaser elects to terminate this Agreement under clause (i) above, then upon Seller’s receipt of Purchaser’s written notice of termination, this Agreement shall be null and void, all Earnest Money shall be returned by Title Company to Purchaser, and neither party shall have any further obligation to the other.

If Purchaser elects to waive the Purchaser Contingencies and the Title Contingency and proceed under clause (ii) above, then the Earnest Money shall become non-refundable to Purchaser except in the event of: (a) Seller’s default; (b) termination pursuant to Paragraph 5 (a) below; or (c) termination pursuant to Paragraph 7 below; and the parties shall proceed to Closing as provided in Paragraph 8 below.

4. **REPRESENTATIONS.** The following representations are being made by Seller: (i) that the Property will be free of any tenancies as of the Closing Date and no party shall have any rights to possession thereof; (ii) that Seller is the fee owner of the Property; (iii) Seller has no knowledge of any “Hazardous Substance,” “pollutant” or “contaminant” ever being released from any “facility” or “vessel” located on or used in connection with the Property, and has not taken any action in “response” to a “release” in connection with the Property (the terms set within quotation marks shall have the meanings given to them in the federal Comprehensive Environmental Compensation and Liability Act); (iv) as of the Closing,

there will be no obligations or liabilities of any kind or nature whatsoever, including but not limited to any tax liabilities, contract liabilities or tort liabilities for which or to which Purchaser or the Property will be liable or subject except for non-delinquent real estate tax obligations; (v) to the best of Seller's knowledge, there are no storage tanks or underground storage tanks upon the Property; (vi) subject to matters beyond the control of the Seller and reasonable wear and tear, the Property shall be substantially in the same condition at Closing as it is as of the date first written above; (vii) Seller has not filed, voluntarily or involuntarily for bankruptcy relief within the last year under the United States Bankruptcy Code or has any petition for bankruptcy or receivership been filed against Seller within the last year; and (viii) there are not any third parties entitled to possession of all or any portion of the Property and with the exception of the lease between Seller and Jessica Dunbar and Marty Corbin, there are no other leases, oral or written, affecting all or any portion of the Property as of the Closing Date. Seller discloses that there is a well and a septic system on the Property. A copy of the Well Disclosure Certificate is attached to this Agreement as Exhibit B. These representations shall survive Closing indefinitely.

Except as expressly set forth herein, Seller makes no warranty or representations whatsoever, express or implied, regarding the condition, merchantability, habitability, tenantability, environmental condition, or the fitness for any particular purpose or use, of the Property purchased and sold hereunder. Purchaser acknowledges that it is purchasing the Property "AS IS, WHERE IS, AND WITH ALL FAULTS" and Purchaser for itself and for its successors and assigns hereby waives, releases, and discharges Seller from any and all claims, demands, liabilities, damages, obligations, fines, penalties, costs, and expenses, including (without limitation) reasonable attorneys' fees and disbursements (collectively, the "**Liabilities**"), and covenants not to sue Seller for any Liabilities caused by, arising out of, or related to the condition of the Property or any matters related to the Property. Notwithstanding anything contained herein to the contrary, the provisions of this Paragraph shall survive Closing indefinitely.

5. **EVIDENCE OF TITLE.** Purchaser shall obtain a commitment for an owner's policy of title insurance ("**Title Commitment**") from Title Company for the Property within 20 days of the Effective Date. The cost of obtaining such Title Commitment shall be paid by the Purchaser. Purchaser shall be allowed 10 business days after the date of receipt of the Title Commitment to examine the same and the making of any objections (the "**Title Objections**"); such objections are to be made to Seller in writing or shall be deemed to have been waived. The Title Objections may include requests for deletion of the mechanic's liens and possession standard exceptions and the request for special endorsements for such matters as Purchaser may request. If any Title Objections are so made, Seller shall have five days from the date of Seller's receipt of the Title Objections ("**Outside Seller's Response Date**") to confirm in writing to Purchaser whether it will be able to remove the Title Objections on or prior to the Closing Date, and if not, which of the Title Objections Seller is unwilling to remove; provided, however, that Seller must satisfy any monetary liens, contract for deed interests, mortgages, or other monetary encumbrances on or prior to the Closing Date. Purchaser shall then have the right to either waive those Title Objections which Seller is unwilling to remove, or to terminate this Agreement on or before the earlier of i) five days after

the Outside Seller's Response Date; or ii) the end of the Due Diligence Period pursuant to the Title Contingency described in Paragraph 3(a) above. If Seller fails to remove those Title Objections which Seller agrees to remove on or prior to the Closing Date, Purchaser shall have the option of:

- a. Declaring this Agreement null and void by written notice to Seller, and, in such event, receiving a refund from Seller of all Earnest Money; or
- b. Waiving any defect in title and, in such event, proceeding to close the transaction contemplated by this Agreement on the Closing Date as defined in Paragraph 8 hereof.

As used in this Agreement, the term "**Permitted Exceptions**" shall mean (i) all matters listed in the Title Commitment to which Purchaser does not raise a Title Objection within the Title Review Period or, having objected, waives as provided above; (ii) ad valorem real estate taxes for the calendar year in which the Closing occurs and subsequent calendar years, not yet due and payable; and (iii) municipal or other governmental zoning laws, regulations and ordinances.

6. **ACCESS TO LAND.** Seller hereby grants to Purchaser and its agents the right of ingress and egress over, under, and through the Property for the purpose of inspecting, and non-invasive testing of the same and making other observations as Purchaser deems necessary, all however, at Purchaser's expense. This includes the right of Purchaser and its agents to perform soil borings and a pre-demolition assessment of the Property. Purchaser shall reasonably repair any damage caused to the Property as a result of Purchaser's activities such that the Property is returned to substantially the same condition as it existed prior to Purchaser's activities. Purchaser agrees to indemnify and hold Seller harmless from all injury, death, or property damage or claim, loss, expense, or lien of any kind whatsoever arising out of or in any way incidental to Purchaser's or its employees, contractors, agents, and representatives' presence on the Property. Seller shall reasonably cooperate with Purchaser and its due diligence efforts, provided such cooperation is at no expense to Seller.
7. **DESTRUCTION OR EMINENT DOMAIN.** If, prior to the Closing Date, all or any substantial part of the improvements on the Property should be destroyed by fire or any other cause, or any insubstantial part of the Property shall be taken by eminent domain, either party shall have the option of canceling this Agreement. If, prior to the Closing Date, all or any substantial part of the Land should be taken, or proceedings are commenced in condemnation with respect thereto, Purchaser shall have the option to terminate this Agreement. Said options provided in this Paragraph, if exercised by Purchaser, must be exercised in writing and delivered to Seller within the earlier of: (i) 10 days after a request by Seller as to whether Purchaser intends to exercise this option; or (ii) the Closing Date. If Purchaser so elects to terminate this Agreement in accordance herewith, this Agreement shall thereafter be of no further force and effect. The Earnest Money shall be returned by the Title Company to Purchaser.

8. **CLOSING AND POST-CLOSING.** The consummation of the transaction contemplated by this Agreement (“**Closing**”) shall be held at New Brighton City Hall, 803 Old Highway 8 NW, New Brighton, Minnesota 55112 (or at such other location as the parties shall agree), on the “**Closing Date**” which shall be a date mutually agreed upon by Seller and Purchaser which is within 30 business days after Purchaser has satisfied or waived all contingencies listed in Paragraph 3 above.

9.1 On the Closing Date, Seller shall deliver to Purchaser a warranty deed for the Property, subject to only the Permitted Exceptions (the “**Deed**”); a FIRPTA affidavit; a customary Seller’s affidavit in a customary form reasonably acceptable to the Title Company; a bring down certificate reaffirming the representations made in Paragraph 4 hereof; an IRS Form 1099; an assignment of lease for the tenant on the Property; and a closing settlement statement reflecting the economic provisions of the Closing as provided in this Agreement, all in exchange for the payment of the Purchase Price by Purchaser.

On the Closing Date, Purchaser shall deliver to Seller and Title Company the funds required hereunder to satisfy the Purchase Price and as required under the closing statement agreed to among Seller, Purchaser and the Title Company; acceptance of the assignment of lease; evidence reasonably satisfactory to Seller and the Title Company that the signatories have the full right, power, and authority to sign on behalf of Purchaser, a closing statement pursuant to the terms and conditions of this Agreement, and such other documents as may be reasonably required by the Title Company.

General real estate taxes applicable to the Property due and payable in the year of Closing shall be prorated between Seller and Purchaser on a daily basis with Seller paying those taxes allocable to the period prior to the date of Closing and Purchaser being responsible for those allocable to the date of Closing and thereafter. Any real estate taxes due and payable in the years prior to Closing, including any deferred real estate taxes, penalties, or interest shall be paid by Seller. Seller shall pay all special assessments levied against the Property in the year 2025 or prior years. Purchaser shall pay all special assessments pending or levied in the year 2026 or future years. Notwithstanding the foregoing, at the Closing, Seller shall pay all state or local transfer, or deed taxes in connection with the Deed to be delivered by Seller to Purchaser. Purchaser shall pay recording charges in connection with the Deed, as well as the costs of any due diligence reports which Purchaser may have ordered regarding environmental conditions, soils conditions, or other aspects of the Property. Purchaser shall pay the cost for the preparation of the Commitment. Purchaser shall pay the cost of its title insurance premium and any policy endorsements it desires. Purchaser shall pay any closing charges. Seller shall be responsible for satisfying, out of the Purchase Price or otherwise, all mortgages and liens against the Property as of Closing. Seller shall also be responsible for recording charges necessary in order to make title to the Property marketable. Each party shall be responsible for their own legal counsel fees.

9. **OPERATION PRIOR TO CLOSING.** During the period from the date of Seller’s acceptance of this Agreement through the Closing Date (the “**Executory Period**”),

Seller shall operate and maintain the Property, including but not limited to maintaining adequate liability insurance and insurance against loss by fire, windstorm, and other hazards, casualties, and contingencies, including vandalism and malicious mischief. Seller shall bear the risk of loss or damage caused by any perils through the Executory Period.

10. **LEASES.** Seller represents that there is a lease between Seller and Jessica Dunbar and Marty Corbin. Seller represents that there are no other third parties in possession of the Property, or any part thereof; and that there are no other leases, oral or written affecting the Property or any part thereof.
11. **AUTHORITY.** Each person executing this Agreement, by their execution hereof, represents and warrants that he or she is fully authorized to do so, and that no further action or consent on the part of the party for whom he or she is acting is required for the effectiveness and enforceability of this Agreement against such party following such execution.
12. **BROKER'S FEES.** Seller and Purchaser hereby represent and warrant to the other party that, in connection with this transaction, no third-party broker or finder has been engaged or consulted by them or through such party's actions (or claiming through such party) and is entitled to compensation as a consequence of this transaction. Seller and Purchaser agree to indemnify, defend, and hold the other party harmless against any and all claims of brokers, finders, or the like, and against the claims of all third parties, claiming any right to commission or compensation by or through acts of the indemnifying party or its partners, agents, or affiliates in connection with this Agreement. The indemnifying party's indemnity obligations shall include all damages, losses, costs, liabilities, and expenses, including reasonable attorneys' fees and litigation costs, which may be incurred by the other party.
13. **RELOCATION BENEFITS; INDEMNIFICATION.** The Seller acknowledges that it is being displaced from the Property as a result of the transaction contemplated by this Agreement and that the Seller may be eligible for relocation assistance and benefits and that the Purchase Price includes compensation for any and all relocation assistance and benefits for which the Seller may be eligible and the Seller agrees to waive any and all further relocation assistance benefits. The provisions of this Paragraph shall survive closing of the transaction contemplated by this Agreement.
14. **NOTICES.** Any notice or election herein required or permitted to be given or served by either party hereto upon the other shall be deemed given or served in accordance with the provisions of this Agreement, if personally served; delivered by nationally recognized overnight courier (Fed Ex, UPS, DHL, *etc.*); or if mailed by United States registered or certified mail, postage prepaid, properly addressed as follows:

If to Seller: Barbara Jean Tall Revocable Trust
91 1st Street SE
New Brighton, MN 55112-7863
Attn: _____

If to Purchaser: City of New Brighton
803 Old Highway 8 NW
New Brighton, MN 55112
Attn: City Manager

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

Each mailed notice or communication shall be deemed to have been given to, or served upon, the party to which it is addressed on the third date after the same is deposited in the United States registered or certified mail, if postage prepaid, properly addressed in the manner above provided, if sent by overnight mail it shall be deemed delivered the day after deposit with the overnight courier, or on the date of delivery if by other means as allowed above. The addresses to which notices are to be mailed to either party hereto may be changed by such party by giving written notice thereof to the other party in the manner above provided.

15. **DEFAULT.** In the event of a default by Seller hereunder, Purchaser may terminate this Agreement, and receive from Seller a return of all Earnest Money, or, if said action is brought within 60 days after said default, bring an action to compel the specific performance of this Agreement in a court of law or equity. In the event of a default by Purchaser hereunder, Seller may terminate this Agreement by providing 30 days written notice as provided by Minnesota Statutes, and subsequent to such termination, retain the Earnest Money, and any interest accrued thereon, paid by Purchaser hereunder as its sole and exclusive remedy.
16. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which will, for all purposes, be deemed to be an original, and all of which are identical. This Agreement may further be evidenced by facsimile and email scanned signature pages.
17. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state where the Property is located.
18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, understandings either oral or written, between them concerning the Property. No subsequent alteration, amendment, change, deletion, or addition to this

Agreement shall be binding upon any of the parties hereto unless in writing and signed by both the party against whom enforcement thereof is sought.

19. **FURTHER ASSURANCES.** Each party agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.
20. **NO THIRD PARTY BENEFICIARIES.** The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.
21. **NO MEMORANDUM.** Purchaser will not record either this Agreement, any memorandum hereof, or any affidavit pertaining hereto. Any such recordation by Purchaser will constitute a default hereunder by Purchaser. In addition to any other remedies of Seller, Purchaser will be obligated to execute an instrument in recordable form releasing this Agreement or memorandum or affidavit. Purchaser's obligations pursuant to this Section will survive any termination of this Agreement.
22. **SECTION 1031 EXCHANGE.** If either party desires to have this transaction constitute a like-kind exchange of properties utilizing the provisions of Section 1031 of the Internal Revenue Code of 1986, as amended, each party agrees to cooperate with the other party in order to effectuate and facilitate such an exchange, provided that: (a) the exchange does not delay the Closing under this Agreement, (b) the non-exchanging party does not incur any additional liability or costs as a result of its cooperation, and (c) the non-exchanging party is not required to enter into any contract to purchase any other property, or take title to any property other than the Property. In particular, either party may assign their rights under this Agreement prior to Closing to a "**Qualified Intermediary**," as that term is defined in applicable Treasury Regulations; and Purchaser will, upon request of Seller, pay the balance of the Purchase Price to the Qualified Intermediary designated by Seller.
23. **ASSIGNS.** This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective legal representatives, heirs, successors, and permitted assigns. Purchaser shall obtain the prior written consent of Seller for any assignment, which may be granted or denied in Seller's sole and absolute discretion.
24. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
25. **RULE OF CONSTRUCTION.** The parties acknowledge that each party and their counsel has reviewed and revised this Agreement, and the parties hereby agree that the

normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

26. **MISCELLANEOUS.** All times specified in this Agreement shall be of the essence of this Agreement. If any date set forth for the performance of any obligations by Seller or Purchaser or for the delivery of any instrument or notice should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday. The term “legal holiday” means any state or federal holiday on which financial institutions or post offices are generally closed in the state of Minnesota.
27. **WAIVER.** The waiver by any party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or another provision of this Agreement.

IN WITNESS WHEREOF, the parties have entered into and executed this Agreement the day and year first above written.

SELLER:

PURCHASER:

**BARBARA JEAN TALL
REVOCABLE TRUST**

CITY OF NEW BRIGHTON

By: _____

By: _____

Kari Niedfeldt-Thomas

Its: _____

Its: Mayor

Date: _____

By: _____

Devin Massopust

Its: City Manager

Date: _____

The undersigned agrees to act as Title Company and hold in trust the Earnest Money pursuant to the terms of this Agreement. Receipt of the Earnest Money of \$15,000 is hereby acknowledged.

LAND TITLE, INC.

By: _____

Its: _____

EXHIBIT A

Legal Description of the Land

Easterly 95 feet of the Northerly 190 feet of the West 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 Section 33, Township 30, Range 23, Ramsey County, according to the United States Government Survey thereof and situate in Ramsey County, Minnesota.

Parcel ID No.: 33-30-23-22-0020

Abstract Property

EXHIBIT B
Disclosure Certificate
[to be attached]



WELL DISCLOSURE STATEMENT

Prior to signing an agreement to sell or transfer real property, the seller must **always** disclose in writing (well disclosure statement) the location and status (well status defined below) of all wells on the property to the buyer, along with the legal description and county of the property, and a sketch map showing the location of each well **or** indicate there are no wells on the property.

WELL DISCLOSURE CERTIFICATE

A Well Disclosure Certificate is required to be filed when there are wells on the property.

- At the time of closing, the well disclosure statement information, along with the property buyer's name and mailing address, must be provided on a Well Disclosure Certificate (WDC) form. When recording a deed or other instrument of conveyance requiring a Certificate of Real Estate Value (CRV), a completed WDC must be filed with the county recorder, including a \$50 fee payable to the county recorder.
- If there is a previously filed WDC and the number of wells and/or the well status has changed, a new WDC must be filed. You may search for previously filed WDCs at:
www.health.state.mn.us/divs/eh/wells/disclosures/disclaimer.html
- If the number and status of wells on the property remain unchanged since the previously filed WDC, a statement must be placed on the deed or other instrument of conveyance that reads *"I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate."* This statement must be certified by the buyer or seller and no WDC is required.

If there are no wells on the property, a Well Disclosure Certificate is not required to be filed. However, the Seller must certify a statement on the deed or other instrument of conveyance that reads *"The Seller certifies that the Seller does not know of any wells on the described real property."*

INSTRUCTIONS FOR COMPLETING THE WELL DISCLOSURE CERTIFICATE

A \$50 fee must be included when submitting this form to the county recorder's office. The fee is to be paid by the buyer or person filing the deed. Please make the check payable to the County Recorder. A copy of this WDC should be provided to the property buyer at the time of closing.

PROPERTY, BUYER, AND SELLER INFORMATION

- PROPERTY LOCATION LEGAL DESCRIPTION** - Provide the county name; "unplatted" a metes and bounds description (quartile [one quarter section is required] or government lot, section, township, and range number); and/or "platted" (lot number and/or block number, and addition name); property street address (if applicable), and city (this is the physical location of the property not the mailing address); property ID number or parcel number (optional). Attach a complete legal description of the property.
- PROPERTY BUYER MAILING ADDRESS AFTER CLOSING** - Provide the buyer's full name (or company name if buyer is a company), full address, and phone number (including area code). Be sure to include a complete mailing address. If the property is jointly owned, provide the name and complete mailing address of the contact person.

Seller's Name – Please provide the name of the seller in space provided (please print).

C. CERTIFICATION BY SELLER - The seller (or designated representative) should sign this certificate before it is submitted to the county recorder's office. If the seller is unable to sign the document, the buyer (or designated representative) may sign the certificate before it is submitted to the county recorder's office.

D. CERTIFICATION BY BUYER - If the seller is unable to sign the document, the buyer (or designated representative) may sign the certificate before it is submitted to the county recorder's office. Where deeds are given in fulfillment of a **Contract for Deed** the WDC **must** be signed by the **buyer** or the person authorized to act on behalf of the buyer.

Signature Required - There must be at least one signature on the certificate.

WELL INFORMATION

E. WELL LOCATION LEGAL DESCRIPTION - For **each well being disclosed** the following physical location information is required:

- county name, quartile (one quarter section is required), section, township, and range number; **and/or**
- county name, government lot, section, township, and range number; **and/or**
- county name, lot number and/or block number, and addition name

WELL STATUS INFORMATION - Indicate the status of each well. **Check only one box.**

In Use - A well is "in use" if the well is operated on a daily, regular, or seasonal basis. A well "in use" includes a well that operates for the purpose of irrigation, fire protection, or emergency pumping.

Not In Use - A well is "not in use" if the well does not meet the definition of "in use" above and has not been sealed by a licensed well contractor.

- If the well is "not in use," is there a Minnesota Department of Health (MDH) variance for this well? Please provide the variance tracking number (TN), if known.
- If the well is "not in use," is there an MDH maintenance permit for this well? Please provide the permit number, if known.

Sealed - A well is "sealed" if a licensed well contractor has completely filled a well by pumping grout material throughout the entire well after removal of any obstructions from the well. A Well and Boring Sealing Record must be on file with the MDH. Contact the MDH to verify if a sealing record is on file. A well is "capped" if it has a metal or plastic cap or cover which is threaded, bolted, or welded onto the top of the well to prevent entry into the well.

A "capped" well is not a "sealed" well.

Important Well Status Information:

- The MDH will follow-up with the property buyer regarding any wells disclosed as "not in use." If a well is "not in use," the property owner must either return the well to "in use," have the well "sealed" by a licensed well contractor, or obtain an annual maintenance permit from the MDH for \$175.
- Maintenance permits are not transferable. If a well is "in use," a maintenance permit is not required.
- If the well has been "sealed" by someone other than a licensed well contractor or a licensed well sealing contractor, check the well status as "not in use."

Additional Well Information - Provide the following information, if known: Minnesota Unique Well Number or Sealing Record Number, date of well construction or sealing, and name of licensed well contractor.

SKETCH MAP - Complete the sketch map as instructed on the WDC. The location of each well must be indicated. If the location of a well is not known, have the well located by a person qualified to locate wells, such as a licensed well contractor.

If you have questions, please contact the MDH Well Management Section at 651-201-4587 or 800-383-9808. To request this document in another format, call 651-201-4600. Deaf and hard-of-hearing: TTY 651-201-5797. Visit the MDH Well Management Section, Well Disclosure Program website at:
www.health.state.mn.us/divs/eh/wells/disclosures

MINNESOTA DEPARTMENT OF HEALTH
 Well Management Section, P.O. Box 64975, St. Paul, Minnesota 55164-0975
 651-201-4587 or 800-383-9808

WELL DISCLOSURE CERTIFICATE
PLEASE TYPE OR PRINT ALL INFORMATION

Person filing deed must include a \$50 fee payable to the county recorder.

A. PROPERTY LOCATION LEGAL DESCRIPTION
 Attach a legal description of the property.

County	Section No.	Township No.	Range No.	Quarter (or Government Lot)
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Lot No(s).	Block No.	Addition Name	Outlot	Tract
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Property Street Address

City/Township	ZIP Code	Property ID No./Parcel No. (optional)
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B. PROPERTY BUYER MAILING ADDRESS AFTER CLOSING

First Name	Middle Initial	Last Name
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Company Name (if applicable)

Mailing Address

Mailing Address

City	State/Province	ZIP Code	Telephone No. (including area code)
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Provide Name of Seller (please print) _____

C. CERTIFICATION BY SELLER

I certify that the information provided on this certificate is accurate and complete to the best of my knowledge.

 Signature of Seller or Designated Representative of Seller _____
Date

D. CERTIFICATION BY BUYER

For fulfillment of a contract for deed, the buyer or person authorized to act on behalf of the buyer, must sign a Well Disclosure Certificate if there is a well on the property.

In the absence of a seller's signature, the buyer, or person authorized to act on behalf of the buyer may sign this Well Disclosure Certificate. No signature is required by the buyer if the seller has signed above.

Based on disclosure information provided to me by the seller or other available information, I certify that the information on this certificate is accurate and complete to the best of my knowledge.

 Signature of Buyer or Designated Representative of Buyer _____
Date

IMPORTANT NOTE: The Minnesota Department of Health (MDH) will follow-up with the property buyer regarding any wells disclosed as not in use. If a well is not in use, the property owner must either return the well to use, have the well sealed by a licensed well contractor, or obtain an annual maintenance permit from the MDH for \$175. A copy of this Well Disclosure Certificate should be provided to the property buyer at the time of closing.



Agenda Section:	Consent Agenda
Meeting Date:	April 28, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Resolution Approving a Purchase Agreement for the Purchase of Certain Property located at 77 2nd Street SE.

Action Requested: Motion

Form of Action: Resolution

Votes Needed: 3 Votes

Summary Statement:	<p>Vermont Park is a smaller neighborhood park in the southeast portion of New Brighton. The existing park is uniquely shaped based on the location of 4 single-family homes. During preliminary discussions about the future of Vermont Park, one property approached the City with their interest in selling. At that time, it was determined that they would like to stay for several more years, but would approach the City when their time came to move. The City then sent letters to the remaining three properties to determine if they were interested in selling. Two of those homes contacted the City with the intent of selling at fair market value. The City and Property Owner Attorneys at 77 2nd Street SE have worked together on the legal details of a purchase agreement. Title companies can request a resolution from the mayor and City Council approving the purchase agreement, and to facilitate a smooth closing, the resolution is attached.</p>
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Recommendations:	Approve the resolution
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Applicable Deadlines:	NA
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Community Impact:	Livable Community
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Legislative History:	NA
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Strategic Priority:	<u>City Assets</u>
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Fiscal Impact:	Financial Consideration?	<u>Yes</u>
	Revenue/Expenditure Amount:	\$465,000 + legal + closing
	Financing Source:	Fund 560, Municipal Redevelopment will fund this purchase and the professional services required to close (legal, environmental, survey)
	Notes:	

Attachments:	1.	1079389-v1-Resolution Approving Purchase Agreement
	2.	1075361-v2-Purchase Agreement
	3.	1088165-v1-Lease Agreement - Seiple

RESOLUTION _____

STATE OF MINNESOTA

COUNTY OF RAMSEY

CITY OF NEW BRIGHTON

**RESOLUTION APPROVING A PURCHASE AGREEMENT FOR THE PURCHASE OF
CERTAIN PROPERTY LOCATED AT 77 2ND STREET SOUTHEAST**

WHEREAS, Christopher P. Seiple (the “Owner”) is the fee owner of certain real property located in the City of New Brighton (“City”)(PID No. 33-30-23-22-0071) which is legally described on the attached Exhibit A (the “Property”); and

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

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

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

ADOPTED this ___ day of _____, 2026, by the New Brighton City Council with a vote of ___ ayes and ___ nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

EXHIBIT A

Legal Description of the Property

The Easterly 164.47 feet of the South 132 feet of the West 1/4 of the Northwest 1/4 of the Northwest 1/4 in Section 33, Township 30, Range 23, Ramsey County, Minnesota.

Parcel ID No.: 33-30-23-22-0071

Abstract Property

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of the _____ day of _____, 2026 (the “**Effective Date**”) by and between Christopher P. Seiple (“**Seller**”) and the CITY OF NEW BRIGHTON, a Minnesota municipal corporation (“**Purchaser**”).

RECITALS

A. Seller is the owner of certain real property located at 77 2nd Street Southeast, in the City of New Brighton (“**City**”), County of Ramsey, and State of Minnesota, which is legally described on the attached Exhibit A (the “**Land**”).

B. Seller desires to sell the Land and any and all improvements located thereon to Purchaser, and Purchaser desires to purchase such Land and improvements under the terms and conditions provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the following terms and conditions, the parties agree as follows:

1. **SALE AND PURCHASE**. Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller, upon the terms and conditions set forth below, the following:
 - a. Fee simple title to the Land together with the house, garage, accessory building, and improvements, if any, constructed on the Land (collectively, the “**Improvements**”); and
 - b. Seller’s interest, if any, in: (i) all easements, air rights, and other rights benefiting or appurtenant to the Land; and (ii) all neighboring or contiguous alleys, streets, roads and utilities servicing, pertaining, or relating to the Land.

All items described in subparagraphs 1(a) through 1(b) above are collectively referred to in this Agreement as the “**Property**.”

2. **PURCHASE PRICE**. The total purchase price to be paid by Purchaser to Seller for the Property (the “**Purchase Price**”) shall be Four Hundred and Sixty-Five Thousand and No/100 Dollars (\$465,000).

The Purchase Price shall be payable as follows:

- a. Upon execution of this Agreement by both parties, Purchaser shall deposit with Land Title, Inc. with an address of 2200 W County Road C, Suite 2205, Roseville, MN 55113, Attn: Mr. Larry Mountain (the “**Title Company**”) via cash or wire transfer, Fifteen Thousand and No/100 Dollars (\$15,000.00) (the “**Earnest**”).

Money”). At the Closing, as defined in Paragraph 8 hereof, the Earnest Money and any interest accrued thereon shall be paid to Seller and credited against the Purchase Price. The Title Company shall act as escrow agent with respect to the Earnest Money pursuant to the terms of this Agreement, shall deposit such Earnest Money in an account, and all costs of Title Company, if any, with respect to such escrow shall be borne by Purchaser. If the Purchaser fails to close for any reason, other than i) properly terminating this Agreement pursuant to the terms of Paragraphs 3 or 7; or ii) the default of Seller, the Earnest Money and any interest accrued thereon shall be retained by the Seller.

- b. The “**Effective Date**” shall be the last date upon which this Agreement is executed by both Purchaser and Seller.
- c. The balance of the Purchase Price, plus or minus the prorations and credits provided in this Agreement, shall be paid to Seller in immediately available funds via certified check or wire transfer at the Closing (as defined in Paragraph 8 hereof).

If there is a dispute between Seller and Purchaser regarding whether the Earnest Money shall be returned to Purchaser or delivered to Seller, Title Company shall have no obligation to either Seller or Purchaser except to interplead the proceeds into an appropriate court of competent jurisdiction. Title Company may act upon any instrument or other writing believed by Title Company in good faith to be genuine and to be signed and presented by the proper person. Title Company shall not be liable in connection with the performance by Title Company of its duties hereunder, except for Title Company’s own fraudulent misconduct or negligence. Title Company shall be under no obligation to institute or defend any action, suit, or legal proceeding in connection herewith or to take any other action likely to involve an expense to Title Company (except to interplead the Earnest Money as aforesaid and with respect to its own wrongful conduct or negligence) unless first indemnified to its reasonable satisfaction by Seller and Purchaser.

- 3. **CONTINGENCIES**. Notwithstanding any other provision in this Agreement to the contrary, the parties agree that the purchase of the Property is subject to the following contingencies (collectively, the “**Purchaser Contingencies**”) which must be accepted or waived on or before the expiration of the Due Diligence Period hereafter defined, unless a shorter period is expressly provided herein:

- a. Title to the Property shall be acceptable to Purchaser, in its sole discretion (the “**Title Contingency**”) within the time frames and terms and conditions contained in Paragraph 5.
- b. The Property’s environmental condition shall be acceptable to Purchaser, in its sole discretion. Copies of any environmental assessments shall be provided at no cost to Seller for its use (the “**Environmental Contingency**”). Notwithstanding the foregoing, Purchaser must conduct such review and other

matters during the Due Diligence Period and this Environmental Contingency shall expire on the expiration of the Due Diligence Period.

- c. Purchaser shall have the right during the Due Diligence Period to conduct such soil tests/geotechnical analyses, inspections, reviews, examinations, and assessments (collectively, the “**Physical Reports**”), if any, as Purchaser deems necessary and such Physical Reports and the testing/review required therefore shall be subject to the terms and conditions contained in Paragraph 6. The results of the same shall be satisfactory to Purchaser in its sole discretion (the “**Inspection Contingency**”). Copies of any Physical Reports obtained or commissioned by Purchaser with respect to the Property shall be provided at no cost to Seller, but without any representation as to their accuracy or how the same may be used. To facilitate Purchaser’s due diligence efforts, Seller agrees to deliver copies of all records it has of the Property in its possession, if any, to Purchaser within five days after the Effective Date hereof.

Purchaser shall satisfy or waive the Environmental Contingency and the Inspection Contingency on or before the expiration of the Due Diligence Period and the Title Contingency in the time prescribed in Paragraph 5 or said Contingencies shall be waived.

On or before that date which is 30 days after the Effective Date hereof (the “**Due Diligence Period**”), Purchaser shall, by giving written notice to Seller, either:

- (i) Terminate this Agreement if any one or more of the Purchaser Contingencies above have not been satisfied; or
- (ii) Waive the Contingencies listed above and proceed to closing.

If Purchaser elects to terminate this Agreement under clause (i) above, then upon Seller’s receipt of Purchaser’s written notice of termination, this Agreement shall be null and void, all Earnest Money shall be returned by Title Company to Purchaser, and neither party shall have any further obligation to the other.

If Purchaser elects to waive the Purchaser Contingencies and the Title Contingency and proceed under clause (ii) above, then the Earnest Money shall become non-refundable to Purchaser except in the event of: (a) Seller’s default; (b) termination pursuant to Paragraph 5 (a) below; or (c) termination pursuant to Paragraph 7 below; and the parties shall proceed to Closing as provided in Paragraph 8 below.

4. **REPRESENTATIONS.** The following representations are being made by Seller: (i) that the Property will be free of any tenancies or third parties in possession as of the Closing Date and no party shall have any rights to possession thereof; (ii) that Seller is the fee owner of the Property; (iii) Seller has no knowledge of any “Hazardous Substance,” “pollutant” or “contaminant” ever being released from any “facility” or “vessel” located on or used in connection with the Property, and has not taken any action in “response” to a “release” in connection with the Property (the terms set within quotation marks shall have the meanings given to them in the federal Comprehensive Environmental Compensation

and Liability Act); (iv) as of the Closing, there will be no obligations or liabilities of any kind or nature whatsoever, including but not limited to any tax liabilities, contract liabilities or tort liabilities for which or to which Purchaser or the Property will be liable or subject except for non-delinquent real estate tax obligations; (v) to the best of Seller's knowledge, there are no storage tanks, underground storage tanks, wells, or abandoned wells or septic systems upon the Property; (vi) subject to matters beyond the control of the Seller and reasonable wear and tear, the Property shall be substantially in the same condition at Closing as it is as of the date first written above; (vii) Seller has not filed, voluntarily or involuntarily for bankruptcy relief within the last year under the United States Bankruptcy Code or has any petition for bankruptcy or receivership been filed against Seller within the last year; and (viii) there are not any third parties entitled to possession of all or any portion of the Property and there are no other leases, oral or written, affecting all or any portion of the Property as of the Closing Date. These representations shall survive Closing indefinitely.

Except as expressly set forth herein, Seller makes no warranty or representations whatsoever, express or implied, regarding the condition, merchantability, habitability, tenantability, environmental condition, or the fitness for any particular purpose or use, of the Property purchased and sold hereunder. Purchaser acknowledges that it is purchasing the Property "AS IS, WHERE IS, AND WITH ALL FAULTS" and Purchaser for itself and for its successors and assigns hereby waives, releases, and discharges Seller from any and all claims, demands, liabilities, damages, obligations, fines, penalties, costs, and expenses, including (without limitation) reasonable attorneys' fees and disbursements (collectively, the "**Liabilities**"), and covenants not to sue Seller for any Liabilities caused by, arising out of, or related to the condition of the Property or any matters related to the Property. Notwithstanding anything contained herein to the contrary, the provisions of this Paragraph shall survive Closing indefinitely.

5. **EVIDENCE OF TITLE.** Purchaser shall obtain a commitment for an owner's policy of title insurance ("**Title Commitment**") from Title Company for the Property within 20 days of the Effective Date. The cost of obtaining such Title Commitment shall be paid by the Purchaser. Purchaser shall be allowed 10 business days of the Effective Date of this Agreement to examine the same and the making of any objections (the "**Title Objections**"); such objections are to be made to Seller in writing or shall be deemed to have been waived. The Title Objections may include requests for deletion of the mechanic's liens and possession standard exceptions and the request for special endorsements for such matters as Purchaser may request. If any Title Objections are so made, Seller shall have five days from the date of Seller's receipt of the Title Objections ("**Outside Seller's Response Date**") to confirm in writing to Purchaser whether he will be able to remove the Title Objections on or prior to the Closing Date, and if not, which of the Title Objections Seller is unwilling to remove; provided, however, that Seller must satisfy any monetary liens, judgments, contract for deed interests, mortgages, or other monetary encumbrances on or prior to the Closing Date. Purchaser shall then have the right to either waive those Title Objections which Seller is unwilling to remove, or to terminate this Agreement on or before the earlier of i) five days after the Outside Seller's Response Date; or ii) the end of the Due Diligence

Period pursuant to the Title Contingency described in Paragraph 3(a) above. If Seller fails to remove those Title Objections which Seller agrees to remove on or prior to the Closing Date, Purchaser shall have the option of:

- a. Declaring this Agreement null and void by written notice to Seller, and, in such event, receiving a refund from Seller of all Earnest Money; or
- b. Waiving any defect in title and, in such event, proceeding to close the transaction contemplated by this Agreement on the Closing Date as defined in Paragraph 8 hereof.

As used in this Agreement, the term “**Permitted Exceptions**” shall mean (i) all matters listed in the Title Commitment to which Purchaser does not raise a Title Objection within the Title Review Period or, having objected, waives as provided above; (ii) ad valorem real estate taxes for the calendar year in which the Closing occurs and subsequent calendar years, not yet due and payable; and (iii) municipal or other governmental zoning laws, regulations and ordinances.

6. **ACCESS TO LAND.** Seller hereby grants to Purchaser and its agents the right of ingress and egress over, under, and through the Property for the purpose of inspecting, and non-invasive testing of the same and making other observations as Purchaser deems necessary, all however, at Purchaser’s expense. This includes the right of Purchaser and its agents to perform soil borings and a pre-demolition assessment of the Property. Purchaser shall reasonably repair any damage caused to the Property as a result of Purchaser’s activities such that the Property is returned to substantially the same condition as it existed prior to Purchaser’s activities. Purchaser agrees to indemnify and hold Seller harmless from all injury, death, or property damage or claim, loss, expense, or lien of any kind whatsoever arising out of or in any way incidental to Purchaser’s or its employees, contractors, agents, and representatives’ presence on the Property. Seller shall reasonably cooperate with Purchaser and its due diligence efforts, provided such cooperation is at no expense to Seller.
7. **DESTRUCTION OR EMINENT DOMAIN.** If, prior to the Closing Date, all or any substantial part of the improvements on the Property should be destroyed by fire or any other cause, or any insubstantial part of the Property shall be taken by eminent domain, either party shall have the option of canceling this Agreement. If, prior to the Closing Date, all or any substantial part of the Land should be taken, or proceedings are commenced in condemnation with respect thereto, Purchaser shall have the option to terminate this Agreement. Said options provided in this Paragraph, if exercised by Purchaser, must be exercised in writing and delivered to Seller within the earlier of: (i) 10 days after a request by Seller as to whether Purchaser intends to exercise this option; or (ii) the Closing Date. If Purchaser so elects to terminate this Agreement in accordance herewith, this Agreement shall thereafter be of no further force and effect. The Earnest Money shall be returned by the Title Company to Purchaser.

8. **CLOSING AND POST-CLOSING.** The consummation of the transaction contemplated by this Agreement (“**Closing**”) shall be held at New Brighton City Hall, 803 Old Highway 8 NW, New Brighton, Minnesota 55112 (or at such other location as the parties shall agree), on the “**Closing Date**” which shall be on or before May 15, 2026.

8.1 On the Closing Date, Seller shall deliver to Purchaser a warranty deed for the Property, subject to only the Permitted Exceptions (the “**Deed**”); a FIRPTA affidavit; a customary Seller’s affidavit in a customary form reasonably acceptable to the Title Company; a lease as described in Paragraph 10 below; a bring down certificate reaffirming the representations made in Paragraph 4 hereof; an IRS Form 1099; and a closing settlement statement reflecting the economic provisions of the Closing as provided in this Agreement, all in exchange for the payment of the Purchase Price by Purchaser.

On the Closing Date, Purchaser shall deliver to Seller and Title Company the funds required hereunder to satisfy the Purchase Price and as required under the closing statement agreed to among Seller, Purchaser and the Title Company; a lease as described in Paragraph 10 below; evidence reasonably satisfactory to Seller and the Title Company that the signatories have the full right, power, and authority to sign on behalf of Purchaser, a closing statement pursuant to the terms and conditions of this Agreement, and such other documents as may be reasonably required by the Title Company.

General real estate taxes applicable to the Property due and payable in the year of Closing shall be prorated between Seller and Purchaser on a daily basis with Seller paying those taxes allocable to the period prior to the date of Closing and Purchaser being responsible for those allocable to the date of Closing and thereafter. Any real estate taxes due and payable in the years prior to Closing, including any deferred real estate taxes, penalties, or interest shall be paid by Seller. Seller is responsible for the full balance of any pending, approved, or levied special assessments at or prior to Closing, regardless of whether they are payable in a lump sum or installments. Purchaser shall pay recording charges in connection with the Deed, as well as the costs of any due diligence reports which Purchaser may have ordered regarding environmental conditions, soils conditions, or other aspects of the Property. Purchaser shall pay the cost for the preparation of the Commitment. Purchaser shall pay the cost of its title insurance premium and any policy endorsements it desires. Purchaser shall pay any closing costs charged by the Title Company. Seller shall be responsible for paying the state deed tax. Purchaser shall be responsible for paying the cost to record the Deed. Seller shall be responsible for satisfying, out of the Purchase Price or otherwise, all mortgages, judgments, and liens against the Property as of Closing. Seller shall also be responsible for recording charges necessary in order to make title to the Property marketable. Each party shall be responsible for their own legal counsel fees.

9. **OPERATION PRIOR TO CLOSING.** During the period from the date of Seller's acceptance of this Agreement through the Closing Date (the "**Executory Period**"), Seller shall operate and maintain the Property, including but not limited to maintaining adequate liability insurance and insurance against loss by fire, windstorm, and other hazards, casualties, and contingencies, including vandalism and malicious mischief. Seller shall bear the risk of loss or damage caused by any perils through the Executory Period.
10. **LEASES.** Seller represents that as of the Closing Date, that there will be no third parties in possession of the Property, or any part thereof; and that there will be no other leases, oral or written affecting the Property or any part thereof. At closing, Purchaser and Seller shall enter into a lease that will allow Seller to reside on the Property until June 1, 2026. The form of said lease is attached as Exhibit B.
11. **AUTHORITY.** Each person executing this Agreement, by their execution hereof, represents and warrants that he or she is fully authorized to do so, and that no further action or consent on the part of the party for whom he or she is acting is required for the effectiveness and enforceability of this Agreement against such party following such execution.
12. **BROKER'S FEES.** Seller and Purchaser hereby represent and warrant to the other party that, in connection with this transaction, no third-party broker or finder has been engaged or consulted by them or through such party's actions (or claiming through such party) and is entitled to compensation as a consequence of this transaction. Seller and Purchaser agree to indemnify, defend, and hold the other party harmless against any and all claims of brokers, finders, or the like, and against the claims of all third parties, claiming any right to commission or compensation by or through acts of the indemnifying party or its partners, agents, or affiliates in connection with this Agreement. The indemnifying party's indemnity obligations shall include all damages, losses, costs, liabilities, and expenses, including reasonable attorneys' fees and litigation costs, which may be incurred by the other party.
13. **RELOCATION BENEFITS; INDEMNIFICATION.** The Seller acknowledges that he is being displaced from the Property as a result of the transaction contemplated by this Agreement and that the Seller may be eligible for relocation assistance and benefits and that the Purchase Price includes compensation for any and all relocation assistance and benefits for which the Seller may be eligible and the Seller agrees to waive any and all further relocation assistance benefits. The provisions of this Paragraph shall survive closing of the transaction contemplated by this Agreement.
14. **NOTICES.** Any notice or election herein required or permitted to be given or served by either party hereto upon the other shall be deemed given or served in accordance with the provisions of this Agreement, if personally served; delivered by nationally recognized overnight courier (Fed Ex, UPS, DHL, *etc.*); or if mailed by United States registered or certified mail, postage prepaid, properly addressed as follows:

If to Seller: Christopher P. Seiple
77 2nd Street SE
New Brighton, MN 55112-7800

If to Purchaser: City of New Brighton
803 Old Highway 8 NW
New Brighton, MN 55112
Attn: City Manager

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

Each mailed notice or communication shall be deemed to have been given to, or served upon, the party to which it is addressed on the third date after the same is deposited in the United States registered or certified mail, if postage prepaid, properly addressed in the manner above provided, if sent by overnight mail it shall be deemed delivered the day after deposit with the overnight courier, or on the date of delivery if by other means as allowed above. The addresses to which notices are to be mailed to either party hereto may be changed by such party by giving written notice thereof to the other party in the manner above provided.

15. **DEFAULT.** In the event of a default by Seller hereunder, Purchaser may terminate this Agreement, and receive from Seller a return of all Earnest Money, or, if said action is brought within 60 days after said default, bring an action to compel the specific performance of this Agreement in a court of law or equity. In the event of a default by Purchaser hereunder, Seller may terminate this Agreement by providing 30 days written notice as provided by Minnesota Statutes, and subsequent to such termination, retain the Earnest Money, and any interest accrued thereon, paid by Purchaser hereunder as its sole and exclusive remedy.
16. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which will, for all purposes, be deemed to be an original, and all of which are identical. This Agreement may further be evidenced by facsimile and email scanned signature pages.
17. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state where the Property is located.
18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, understandings either oral or written, between them concerning the Property. No subsequent alteration, amendment, change, deletion, or addition to this

Agreement shall be binding upon any of the parties hereto unless in writing and signed by both the party against whom enforcement thereof is sought.

19. **FURTHER ASSURANCES.** Each party agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.
20. **NO THIRD PARTY BENEFICIARIES.** The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.
21. **NO MEMORANDUM.** Purchaser will not record this Agreement, any memorandum hereof, or any affidavit pertaining hereto. Any such recordation by Purchaser will constitute a default hereunder by Purchaser. In addition to any other remedies of Seller, Purchaser will be obligated to execute an instrument in recordable form releasing this Agreement or memorandum or affidavit. Purchaser's obligations pursuant to this Paragraph will survive any termination of this Agreement.
22. **SECTION 1031 EXCHANGE.** If either party desires to have this transaction constitute a like-kind exchange of properties utilizing the provisions of Section 1031 of the Internal Revenue Code of 1986, as amended, each party agrees to cooperate with the other party in order to effectuate and facilitate such an exchange, provided that: (a) the exchange does not delay the Closing under this Agreement, (b) the non-exchanging party does not incur any additional liability or costs as a result of its cooperation, and (c) the non-exchanging party is not required to enter into any contract to purchase any other property, or take title to any property other than the Property. In particular, either party may assign their rights under this Agreement prior to Closing to a "**Qualified Intermediary**," as that term is defined in applicable Treasury Regulations; and Purchaser will, upon request of Seller, pay the balance of the Purchase Price to the Qualified Intermediary designated by Seller.
23. **ASSIGNS.** This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective legal representatives, heirs, successors, and permitted assigns. Purchaser shall obtain the prior written consent of Seller for any assignment, which may be granted or denied in Seller's sole and absolute discretion.
24. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
25. **RULE OF CONSTRUCTION.** The parties acknowledge that each party and their counsel has reviewed and revised this Agreement, and the parties hereby agree that the

normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

26. **MISCELLANEOUS.** All times specified in this Agreement shall be of the essence of this Agreement. If any date set forth for the performance of any obligations by Seller or Purchaser or for the delivery of any instrument or notice should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday. The term “legal holiday” means any state or federal holiday on which financial institutions or post offices are generally closed in the state of Minnesota.
27. **WAIVER.** The waiver by any party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or another provision of this Agreement.

IN WITNESS WHEREOF, the parties have entered into and executed this Agreement the day and year first above written.

SELLER:

PURCHASER:

CHRISTOPHER P. SEIPLE

CITY OF NEW BRIGHTON

By: _____

By: _____

Kari Niedfeldt-Thomas

Its: Mayor

By: _____

Devin Massopust

Its: City Manager

The undersigned agrees to act as Title Company and hold in trust the Earnest Money pursuant to the terms of this Agreement. Receipt of the Earnest Money of \$15,000 is hereby acknowledged.

LAND TITLE, INC.

By: _____

Its: _____

EXHIBIT A

Legal Description of the Land

The Easterly 164.47 feet of the South 132 feet of the West 1/4 of the Northwest 1/4 of the Northwest 1/4 in Section 33, Township 30, Range 23, Ramsey County, Minnesota.

Parcel ID No.: 33-30-23-22-0071
Abstract Property

EXHIBIT B

Form of Lease

[to be attached]

LEASE AGREEMENT

This is a lease dated May 15, 2026. It is a legal agreement between the Tenant and the Landlord to rent the House described below. The word "Landlord" as used in this Lease means the City of New Brighton, a Minnesota municipal corporation and Landlord's address is 803 Old Highway 8 NW, New Brighton, MN 55112. The word "Tenant" as used in this Lease means Christopher P. Seiple, a single person and Tenant's address is: 77 2nd Street Southeast, New Brighton, MN 55112.

This Lease is a legal contract that can be enforced in court against Landlord or Tenant if either one of them does not comply with this Lease.

1. Description of House. The address of the House is 77 2nd Street Southeast, New Brighton, Minnesota. The House includes the garage and accessory building that are located on the property (the "House"). Tenant agrees that the House is being leased in its "as is" condition as a convenience to Tenant so that he may have some additional time to move after Landlord's purchase of the House from him. Landlord makes no representations or warranties regarding the condition of the House.

2. Term of Lease. This Lease shall commence on May 15, 2026. It shall terminate on June 1, 2026 at 5:00 p.m., CST.

3. Rent. Rent for the House for the term of the Lease is \$1.00.

4. Security Deposit. Tenant has given Landlord \$_____ as a security deposit. If Tenant fails to perform any term in this Lease, Landlord may use the security deposit for payment of money that Landlord may spend to repair any damage that Landlord suffers because of Tenant's failure to perform. Landlord may use the security deposit to pay for any damage to the House caused by Tenant or Tenant's invitees.

5. Quiet Enjoyment. If Tenant pays the rent and complies with all other terms of this Lease, Tenant may use the House for the term of this Lease.

6. Use of House. The House must be used only as a private residence and for no other purpose. Tenant may not use the House for any unlawful or illegal activity. The House shall be occupied by Tenant and no other persons, without the prior written consent of Landlord.

7. Maintenance and Repair. Tenant shall be responsible for all routine maintenance and repair of the House during the term hereof, including, for example, replacement of furnace filters, and Landlord shall be responsible for all non-routine or structural repair or replacement of worn-out or non-repairable items, including, for example, replacement of the furnace. Tenant promises, at Tenant's expense, to make all repairs and eliminate any violation of health and safety laws that result from the negligent, willful, malicious or irresponsible conduct of Tenant or Tenant's, agents or invitees. Tenant shall comply with all the sanitary laws affecting the cleanliness, occupancy, and preservation of the House. Tenant agrees, at Tenant's expense, to provide all necessary lawn and yard maintenance including, but not limited to, cutting the grass and trimming all trees and bushes, and removing snow and ice from the sidewalk and driveway.

8. Alterations. Tenant must not change the heating, electrical, plumbing, ventilation or air conditioning systems in the House without the prior written consent of Landlord.

9. Damage to the House. If the House is destroyed or damaged not due to the fault of Tenant or Tenant's invitees, and the House is unfit for use as a residence as determined by Landlord in its sole discretion, Landlord may terminate this Lease and may decide not to rebuild or repair the House.

10. Utilities. Tenant shall pay for all utilities provided to the House, including, but not limited to, water, sewer, electric, gas, cable, and broadband. In addition, Tenant shall pay for the cost of rubbish and recycling removal.

11. Right of Entry. Landlord and Landlord's agents may enter the House at reasonable hours to repair or inspect the House and perform any work that Landlord decides is necessary. Tenant shall not change the locks on the House without Landlord's prior written consent.

12. Assignment and Subletting. Tenant may not assign this Lease, lease the House to anyone else (sublet), sell this Lease or permit any other person to use or reside within the House, without the prior written consent of Landlord. If Tenant does any of these things, Landlord may terminate this Lease as described in Paragraph 14 of this Lease. Any assignment or sublease made without Landlord's written consent will not be effective.

13. Surrender of the House. Tenant shall move out of the House when this Lease ends. When Tenant moves out, Tenant shall leave the House in as good condition as it was when the Lease started, with the exception of reasonable wear and tear. Tenant shall remove all of his personal property and any junk or debris from the House when this Lease ends. If Tenant's personal property remains in the House after termination of this Lease, Landlord may dispose of the personal property in any manner that Landlord thinks is proper. Landlord shall not be liable to Tenant for disposing of the personal property. Tenant shall be responsible for any disposal costs related to disposal of personal property or any junk or debris.

14. Default. If Tenant does not pay the rent or other amounts when due or if Tenant violates any term of this Lease, Landlord may terminate this Lease. If Tenant does not move out upon termination of this Lease, Landlord may bring an eviction action. If Tenant violates a term of this Lease and Landlord does not terminate this Lease or evict Tenant, Landlord may still terminate this Lease and evict Tenant for any other violation of this Lease.

15. Heirs and Assigns. The terms of this Lease apply to Tenant and Landlord. The term of this Lease also apply to any heirs, legal representatives and assigns of Tenant or Landlord.

16. Insurance. It is agreed between Landlord and Tenant that each shall be responsible for procuring a Minnesota standard form of fire insurance policy with extended coverage endorsement added thereto, covering their own property. Neither Landlord or Tenant shall be liable to the other for any expenses or losses arising out of damage to or destruction of their respective properties resulting from a peril which can be insured against under the Minnesota standard form of fire insurance policy with extended coverage endorsement added thereto, whether or not such damage or

destruction be the result of negligence on the part of either Landlord or Tenant or their respective agents, employees, guests, or other invitees. Landlord and Tenant shall at their own expense, carry their own insurance against such risks, and each party shall look only to their own insurance for indemnity against such damage or destruction, and neither party shall have any interest in the other's insurance or proceeds thereof; and Tenant and Landlord hereby release each other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage perils, even if such fire or other casualty has been caused by the fault or negligence of the other party, or the other party's agents, employees, guests, invitees, or anyone for whom such party may be responsible.

Tenant shall not do anything in or about the House which will in any way impair or invalidate the obligation of any policy of insurance on or in reference to the House. Tenant agrees to pay upon demand, as additional rent, any increase in premiums for insurance that may be charged during the Lease term or any extension thereof on the amount of insurance to be carried by Landlord on the House resulting from the activities carried on or in the House by Tenant, whether or not Landlord has consented to the same.

During the Lease term, Tenant shall keep in full force and effect, at Tenant's expense, a policy or policies of general liability insurance with respect to the House, with companies licensed to do business in Minnesota, in which both Landlord and Tenant shall be included as insured parties, with reasonable limits of liability of not less than \$1,000,000.00 for injury or death to any one person; \$1,000,000.00 for injury or death to more than one person; and \$25,000.00 with respect to damage to property in any one accident. Tenant shall furnish Landlord with copies of such insurance policies, or certificates or other acceptable evidence that such insurance is in effect, which evidence shall state that Landlord shall be notified in writing 20 days prior to any cancellation, material change in limits, or renewal of such insurance.

17. Liability. Tenant shall at all times be responsible for the safety of all Tenant's invitees and their respective belongings. Tenant agrees to hold Landlord harmless from and defend and indemnify Landlord against any and all liabilities, injuries, damages and expenses arising from Tenant or Tenant's agents and invitees or any property of said persons, from any cause whatsoever, growing out of or connected with the use or occupancy of the House or any activity in or about the House.

18. Disqualification of Relocation Benefits. Tenant understands, acknowledges, and agrees that in the event of termination of this Lease for any reason, Tenant shall not qualify as a "displaced person" as described in Minnesota Statutes Section 117.50; 42 U.S.C. Section 4601; or 49 C.F.R. Part 24.2 and shall not be eligible for relocation assistance benefits or services under state or federal law.

IN WITNESS WHEREOF, the above-named parties executed the foregoing instrument on the day and year first above written.

LANDLORD

CITY OF NEW BRIGHTON

By _____
Kari Niedfeldt-Thomas

Its: Mayor

By: _____
Devin Massopust

Its: City Manager

TENANT

Christopher P. Seiple



Agenda Section:	Consent Agenda
Meeting Date:	April 28, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Authorizing the City Manager and Mayor to Sign a Lease Agreement with the Minnesota Chiefs of Police Association

Action Requested: Motion

Form of Action: Contract/Agreement

Votes Needed: 3 Votes

Summary Statement:	The Minnesota Chiefs of Police Association relocated to the lower level of City Hall in 2016, and the existing lease is up for renewal. The Minnesota Chiefs of Police Association Board recently voted to to extend the lease with new terms as negotiated. The term of the lease is for 5 additional years at a rate of \$1,575/month or \$18,900/year.
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Recommendations:	Authorize the Mayor and City Manager to sign the lease documents.
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Applicable Deadlines:	The existing lease expires in May 2026.
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Community Impact:	Non-property tax revenue reduces financial burden on residents and businesses.
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Legislative History:	The original lease was approved in 2015, with amended lease space when the Upper Midwest Community Policing vacated the space they were renting.
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Strategic Priority:	<u>Financial Sustainability</u>
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Fiscal Impact:	Financial Consideration?	<u>Yes</u>
	Revenue/Expenditure Amount:	\$18,900/year
	Financing Source:	<u>Revenue</u>
	Notes:	

Attachments:	<table border="1"> <tr> <td>1.</td> <td>1077245-v2-Chiefs of Police Association Lease</td> </tr> </table>	1.	1077245-v2-Chiefs of Police Association Lease
1.	1077245-v2-Chiefs of Police Association Lease		

CITY HALL LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into as of this ___ day of _____ 2026, by and between the City of New Brighton, a Minnesota municipal corporation, whose address is 803 Old Highway 8 NW, New Brighton, Minnesota 55112 (hereinafter referred to as “Landlord”) and Minnesota Chiefs of Police Association, a Minnesota non-profit, professional membership organization whose address is: 803 Old Highway 8 NW, Suite 1, New Brighton, MN 5512, (hereinafter referred to as “Tenant”).

WITNESSETH:

ARTICLE I - GRANT AND TERM

1.1 LEASED SPACE. In consideration of the rents, covenants and agreements herein reserved and contained as the part of Tenant to be performed, Landlord does hereby lease to Tenant approximately 2,045 square feet of business space to include offices LO19, LO18, LO16, hallways LO17 and LO12, the Copy/Kitchen space LO21, the Conference Room LO11, work stations LO20 and LO22, half of Storage Room LO24, Office/Studio LO23 and Storage Room LO25 located in the lower level of New Brighton City Hall located at 803 Old Highway 8, New Brighton, MN 55112 (hereinafter referred to as the “Leased Space”). A drawing of the Leased Space is attached hereto as Attachment One.

1.2 TERM. The term of this Lease and Tenant's obligation to pay rent hereunder shall commence on June 1, 2026, and shall run until June 30, 2031. This Lease may be extended after its initial term with the consent of both parties.

1.3 USE OF COMMON AREAS. Tenant and its employees, guests, and invitees shall have the non-exclusive right to use the entryways, elevators, stairs, hallways, and restrooms at New Brighton City Hall. Employees of Tenant shall have the non-exclusive right to use the parking lot behind City Hall, subject to availability. Use of the parking areas by other guests or invitees of Tenant shall be by approval of Landlord.

1.4 ACCESS TO LEASED SPACE. Tenant, its employees, and invitees shall have secure access to the Leased Space at the New Brighton City Hall. Tenant shall identify its employees and be provided with, the number of access cards necessary for its employees and Landlord will provide more access cards to Tenant if necessary.

1.5 LANDLORD ACCESS TO LEASED SPACE. Landlord shall have reasonable access to the Leased Space, provided reasonable notice is given to Tenant. Further, within 180 days prior to the expiration of the term, Landlord shall have the right to show the Leased Space to third parties for the purpose of again leasing same, during normal business hours. Landlord agrees to use reasonable efforts to minimize any interference or inconvenience to Tenant arising out of marketing of the Leased Space.

ARTICLE II - RENT

2.1 RENT. During the term hereof, Tenant agrees to pay to Landlord at 803 Old Highway 8 Northwest, New Brighton, Minnesota 55112, or at such place as Landlord may from time to time designate in writing, the “minimum rent” for the Leased Space as outlined in Attachment Two which is payable prior to the first of each month, without deduction or set-off, commencing on June 1, 2026. In the event the lease term ends on a day other than the end of a calendar month, payment for such partial month shall be adjusted pro-rata by the number of days in that month.

2.2 ADDITIONAL RENT. Any other charges to be paid by Tenant pursuant to the provisions of any other sections of this Lease shall be designated as “additional rent”. Failure of Tenant to pay “additional rent” shall give Landlord the right to declare an event of default.

2.3 RENT DELINQUENCIES. Should Tenant, for any reason whatsoever, fail to pay, when the rent is due and payable and should said rent not be paid within 10 days of the due date, Tenant shall pay a late penalty equal to five percent of total rent due. In addition, all unpaid rent shall bear interest from the date due to the date of payment at the rate of 12 percent per annum in excess of the prime rate as quoted by U.S. Bank National Association to its best customers, or the highest rate permitted by law, whichever is less.

2.4 FIRST MONTH’S MINIMUM RENT PAYMENT. On June 1, 2026, Tenant shall pay an amount equal to twice the monthly rent. One-half of this amount will be applied to the first month’s rental payment of minimum rent, and the remainder will be retained by Landlord to cover potential future rent delinquencies or damage to the Leased Space.

ARTICLE III - USE OF LEASED SPACE

3.1 TENANT’S USE. During the term of this Lease, the Leased Space shall be used solely for the purpose of office and administrative purposes for Tenant and for no other purpose without prior written consent of Landlord.

3.2 COMPLIANCE WITH LAWS AND REGULATIONS. Tenant covenants and agrees that at all times during the term hereof it will maintain and conduct its business insofar as the same relates to the occupancy of the Leased Space in such a manner and under such regulations as to be in strict compliance with any and all applicable laws, rules, regulations and ordinances, as well as any and all applicable provisions of insurance underwriters of insurance of the Leased Space or of the New Brighton City Hall.

3.4 AFFIRMATIVE COVENANTS OF TENANT. Without in any way limiting or restricting other covenants of Tenant elsewhere in this Lease contained, Tenant affirmatively covenants and agrees as follows:

(a) Tenant shall neither permit or suffer or conduct activities creating unreasonable noise, odor or other nuisance in, on or about said Leased Space to annoy or disturb any person occupying adjacent premises or common areas.

(b) Tenant shall keep the Leased Space, including all service and/or loading areas for the Leased Space, free from all litter, dirt and obstructions;

- (c) Tenant shall arrange for and accept deliveries only at such times, in the areas, and through entrances designated for such purpose by Landlord;
- (d) Tenant shall keep said Leased Space clean and in the sanitary condition required by any applicable ordinances and regulations, including any policies adopted by Landlord applicable to its buildings;
- (e) Tenant shall neither permit nor suffer the Leased Space, or the walls, ceilings or floors thereof to be endangered by overloading;
- (f) Tenant shall not use or permit the Leased Space to be used for any purpose or purposes other than that set forth in Section 3.1 hereof; and
- (g) Tenant will control its employees, guests and invitees to prevent drunken, unruly or obnoxious behavior.

ARTICLE IV - MAINTENANCE AND REPAIRS

4.1 **TENANT'S MAINTENANCE AND REPAIRS.** Tenant agrees that, from and after the date that possession of the Leased Space is delivered to Tenant, and until the end of the term hereof, Landlord will be responsible for all repairs, maintenance and replacements to the Leased Space including, but not limited to, structural repairs and replacements, the interior and exterior portions of all doors, windows, plate glass, locks, frames, hardware and showcases surrounding and incorporated into the Leased Space; the mechanical plumbing, heating, air conditioning and/or cooling, ventilating and electrical equipment and systems; partitions, and all other fixtures, appliances and facilities furnished by Landlord. Tenant shall not be responsible for repair or damage caused by the negligence of Landlord, its employees or agents, but shall be responsible for any repair or damage caused by the negligence of Tenant, its employees, guests, students, invitees or agents. Tenant shall be required to pay for any structural repairs, alterations, or unscheduled improvements that are required by governmental rules, orders or regulations as a result of Tenant's use and or occupancy of the Leased Space. Any and all such repairs, alterations or improvements shall require prior approval of Landlord, which shall be reasonably granted. Landlord may inspect the Leased Space to ensure Tenant's compliance with the above and foregoing requirements. Tenant accepts the Leased Space as being in good and sanitary order, condition and repair.

4.2 **SURRENDER OF PREMISES.** At the expiration or termination of this Lease, Tenant shall surrender the Leased Space in the same condition as it existed on the commencement date of this Lease, ordinary wear and tear excepted. All fixtures, structural alterations or improvements that have become attached to the Leased Space, except trade fixtures, shall become a part of the Leased Space and shall become the property of Landlord.

At the expiration or termination of this Lease, Tenant must remove all items it has brought into the Leased Space within 30 days of vacating the premises. If items are not removed at said time, they will become property of Landlord. Rent after the term of this Lease will be paid in accordance with Article XI, 11.1.

ARTICLE V – UTILITIES, MAINTENANCE AND IT SERVICES

5.1 CHARGES. Landlord shall pay for all utility services, including gas, electricity, domestic water, sewer, and all other utility services furnished to Tenant for use in the Leased Space. During heating months, the thermostat will be set for 68 degrees during normal business hours (Monday to Friday from 7:00 AM to 5:00 PM) and 55 degrees during non-business hours. During the cooling months, the thermostat shall be set at 72 degrees during normal business hours (Monday to Friday from 7:00 AM to 5:00 PM) and 75 degrees during non-business hours. Landlord shall be responsible for the costs of weekly custodial cleaning responsibilities to be defined by both parties.

5.2 SUPPLY OF UTILITY CHARGES. Landlord shall not accept responsibility for repairing any failure or defect in the supply or character of electricity, water, sewer, or gas furnished by reason of any change, requirement, act, neglect or omission of the public utility serving the Leased Space or for any reason not attributed to Landlord.

5.3 INTERRUPTION OR DISCONTINUANCE OF LANDLORD'S SERVICE. Tenant agrees that Landlord shall not be liable for failure to supply any service when Landlord uses reasonable diligence to supply the same, it being understood that Landlord reserves the right to temporarily discontinue such services, or any of them, at such times as may be necessary by reason of accident, unavailability of employees, failure of supplies, repairs, alterations or improvements, or by reason of fire, strikes, flood, lockouts, riots, Acts of God or any other happening beyond the reasonable control of Landlord. Notwithstanding the above provisions of this paragraph, in the event utilities are interrupted as a result of Tenant's negligence or willful misconduct, minimum rent and additional rent shall abate until utilities are restored. When Landlord causes services to be rendered by independent third parties, Landlord shall have no liability for the performance thereof or liability therefore.

5.4 GARBAGE AND REFUSE COLLECTION. All garbage and refuse shall be kept in closed bags/containers and shall be placed in the exterior containers designated for such purpose. Landlord shall pay the cost of pick-up of garbage and refuse for the Leased Space.

5.5 TELEPHONE SERVICE AND INTERNET ACCESS. The Leased Space will be provided with telephone/internet hookups and telephones through Landlord's municipal telephone system. If Tenant prefers, it may use its own telephone system provided it does not result in any structural alterations to the Leased Space or other areas within City Hall, or cause any unreasonable disruption of telephone, computer, or electronic services provided to other tenants or occupants of the New Brighton City Hall. All installations of non-City of New Brighton normal or digital phone equipment and wiring must be approved by Landlord. The installation location of phone company Demark boxes must be approved by Landlord before installation. Installation of non-City phone and or Ethernet wire to and from the Demark and the room or rooms, must be approved before installation. All vendors performing work on City buildings must also be licensed and approved by Landlord prior to installations. To prevent interference with City wireless equipment, the use of wireless access points (WIFI, Bluetooth) or any other wireless equipment that transmits data must be approved by Landlord before it can be plugged into the City's computer network. Phone and internet access will be provided and billed once per month at fees outlined in Landlord's fee schedule (See Attachment Three).

5.6. WEB HOSTING AND IT SERVICES. Landlord agrees to provide space on a server in order to host Tenant's website. Landlord will also provide IT services when requested by Tenant at rates outlined in Landlord's fee schedule for such services (See Attachment Three). These amounts shall be in addition to the minimum rent amount.

ARTICLE VI - ALTERATIONS AND TENANT IMPROVEMENTS

6.1 ALTERATIONS. Tenant may, from time to time during the term of this Lease, make, at its own cost and expense, any alterations or changes in the interior of the Leased Space in good and workmanlike manner in compliance with all applicable requirements of law, provided Tenant follows the notice procedure and obtains Landlord's consent where required, all in accordance with this Article. Any and all such permanent alterations, physical additions or permanent improvements, when made to the Leased Space by Tenant, shall at once become the property of Landlord and shall be surrendered to Landlord upon termination of this Lease, whether by lapse of time or otherwise. Upon completion of such alterations, Tenant shall present Landlord a copy of the endorsement to Tenant's fire and extended coverage insurance policy which endorsement shall incorporate said alterations into the policy. All costs of any such work shall be paid promptly by Tenant so as to prevent the assertion of any liens for labor or materials. Tenant shall allow no work on the Leased Space that could result in attachment to the Leased Space or to the New Brighton City Hall of mechanics or materialmen's liens.

6.2 NOTICE TO LANDLORD. Prior to the initiation of any alterations, Tenant shall give Landlord written notice thereof and specify the work to be performed in reasonable detail and provide as much information as possible as to the nature, timing, and process to be undertaken with the construction project. After receipt of said notice, Landlord shall have a reasonable period of time during which it shall make a determination, in its sole discretion, as to whether the proposed work would create an undesirable structural or design change at the Leased Space. Tenant shall provide Landlord, upon request, with any further information reasonably necessary for such determination by Landlord and Tenant shall not commence work or accept materials prior to receiving written notice of Landlord's determination. Tenant may not commence any work or the delivery of any materials for alterations that would create a structural or design change without the prior written consent by Landlord, and Landlord may make such determinations in its sole discretion.

6.3 LEASED IMPROVEMENTS. The Leased Space shall be painted and carpet cleaned by Landlord as normal wear warrants. All other fixtures, furnishing, and finishing shall be the responsibility of Tenant, at Tenant's expense, and subject to the provisions of paragraphs 7.1 and 7.2.

6.4 SIGNS. If requested by Tenant, Landlord will add Tenant's logo to the signs on 8th Street and Old Hwy 8 NW, the entrance to the parking lot area off of 8th Street, and the sign located near the east entrance of City Hall. Tenant will pay the cost of refacing the existing signs, including adding its logo. Upon termination of the Lease, Tenant will pay the cost of restoring the faceplates of the signs to the original design. If Landlord and Tenant agree to completely replace all three mentioned signs, Landlord and Tenant will pay a percentage cost, based on the percentage of logo space on the new signs. All signs must be in compliance with the City's comprehensive sign plan.

ARTICLE VII – INSURANCE REQUIREMENTS

7.1 **TENANT LIABILITY INSURANCE.** Tenant shall during the entire term of this Lease keep in full force and effect a commercial general liability insurance policy, which shall be primary insurance to any other valid and collectible insurance available to Landlord. The limits of liability under the policy shall not be less than \$2,000,000 general aggregate; \$2,000,000 products and completed operations aggregate; \$2,000,000 personal and advertising injury; \$2,000,000 each occurrence; \$50,000 fire damage (any one fire); \$5,000 medical expense (any one person). The policy shall name Landlord as additional insured and shall contain clauses that losses shall be payable notwithstanding any act or negligence of the insured that might otherwise result in forfeiture of said insurance, and that the insurer will not cancel or change the insurance without first giving Landlord 30 days prior written notice. The insurance shall be with an insurance company approved to do business in the State of Minnesota and reasonably acceptable to Landlord. Tenant shall deliver a copy of the certificate of insurance, showing Landlord as additional insured, to Landlord prior to taking possession of the Leased Space, and a renewal certificate at least 30 days prior to the expiration date of any policy term.

ARTICLE VIII - DESTRUCTION AND RESTORATION

8.1 **DAMAGE.** If 50 percent or more of the Leased Spaced is damaged or destroyed by any uninsured casualty, Landlord shall have the option to rebuild or to terminate this Lease by exercise of notice to Tenant given not more than one year from the date of such damage.

8.2 **TENANT INSURANCE COVERAGE.** Tenant shall carry insurance against fire and such other risks as are from time to time included in standard special form causes of loss. Tenant shall also carry said insurance for the full value of Tenant’s merchandise, trade fixtures, furnishings, wall coverings, carpeting, window coverings, equipment and all other items of personal property of Tenant located on or with the Leased Space. The minimum level of insurance to be carried for fire damage (any one fire) under the commercial liability policy is to be \$50,000. Any insurance policies required to be carried pursuant to this paragraph shall name Landlord as a loss payee, and Tenant shall furnish Landlord evidence of such insurance coverage. Such insurance policies may not be modified or terminated without 30 days’ advance notice to Landlord.

8.3 **RELEASE.** Each party hereto (“Releasing Party”) hereby releases the other (“Released Party”) from any liability that the Released Party would, but for this paragraph, have had to the Releasing Party arising out of or in connection with any accident or occurrence or casualty:

- (a) that is or would be covered by a fire and extended coverage policy (with vandalism and malicious mischief endorsement attached) or by a sprinkler leakage or water damage policy in the state in which the Leased Space is located regardless of whether or not such coverage is being carried by the Releasing Party, and
- (b) to the extent of recovery under any other casualty or property damage insurance being carried by the Releasing Party at the time of such accident or occurrence or casualty, which accident or occurrence or casualty may

have resulted in whole or in part from the act of neglect of the Released Party, its officers, agents or employees, provided, however, the release hereinabove set forth shall become inoperative and null and void if the Releasing Party contracts for the insurance required to be carried under the terms of this Lease with an insurance company that:

- (1) Takes the position that the existence of such release vitiates or would adversely affect any policy so insuring the Releasing Party in a substantial manner and notice thereof is given to the Released Party, or
- (2) Requires the payment of a higher premium by reason of the existence of such release, unless in the latter case the Released Party within 10 days after notice thereof from the Releasing Party pays such increase in premium.

8.4 PROTECTION FROM SUBROGATION. Anything in this Lease to the contrary notwithstanding, neither Landlord nor Tenant shall be liable to the other for any business interruption or any loss or damage to property or injury to or death of persons occurring on the Leased Space or the adjoining properties, common areas, sidewalks, streets or alleys, or in any manner growing out of or connected with Tenant use and occupation of Leased Space, or the condition thereof or of common areas, sidewalks, streets or alleys adjoining caused by the negligence or other fault of Landlord or Tenant or of their respective agents, employees, subtenants, licensees or assignees to the extent that such business interruption or loss or damage to property or injury to or death of a person is covered by or indemnified by proceeds received from insurance covered by other party; and Landlord and Tenant each hereby respectively waive all rights of recovery against the other, its agents, employees, subtenants, licensees and assignees, for any such loss or damage to property or injury to or death of persons to the extent the same is covered by proceeds received from insurance provided by other party, or for which reimbursement is otherwise received. Landlord's and Tenant's respective policies of insurance shall each contain a waiver of subrogation provision incorporating the above covenant and providing that the insurance shall not be invalidated by the insured's written waiver prior to a loss of any or all right of recovery against any party for any insured loss. It is expressly understood that Landlord shall not be liable to Tenant for any damages incurred by the latter as a result of the above and foregoing events; save and except as to any such damages caused by the negligence of Landlord, its agents or employees, provided such damages are not recoverable by Tenant pursuant to the insurance policies required to be provided by Tenant under this Lease or otherwise.

ARTICLE IX - TENANT'S DEFAULT

9.1 EVENTS OF DEFAULT. The following events shall be deemed to be events of default by Tenant under this Lease:

- (a) Tenant shall fail to pay when due any installment of rent, or other charges provided herein, or any portion thereof and the same shall remain unpaid for a period of 30 days after the same shall become due; or
- (b) Tenant shall for reasons other than those specifically permitted in this

Lease, cease to conduct its normal business operations in the Leased Space or shall vacate or abandon Leased Space. Tenant will be deemed to have vacated, closed or abandoned the Leased Space if it fails to conduct its business in the Leased Space during regular working hours for a period of more than 10 consecutive business days; or

- (c) Tenant shall do or permit to be done anything that creates a lien upon the Leased Space; and does not cause said lien as to Landlord's interest in the property to be released within 10 days after written notice from Landlord; or
- (d) Any representation or warranty made in writing to Landlord in this Lease or in connection with the making of this Lease, by Tenant or any guarantor, shall prove at any time to have been incorrect in any material respect when made or becomes incorrect; or
- (e) Tenant shall have failed to comply with any other provisions of this Lease and shall not cure any failure within 30 days, or such longer period of time as may be reasonably required to cure such default, after Landlord, by written notice, has informed Tenant of such noncompliance.

9.2 LANDLORD'S REMEDIES. Upon the occurrence of any of the above listed events of default, Landlord may elect to either: (1) terminate this Lease; or (2) terminate Tenant's right to possession only without terminating this Lease, hereinafter referred to as re-entry; (3) pursue any other remedy available at law or in equity. Landlord shall have all remedies provided in the Lease and under governing law. All of the remedies given to Landlord in this Lease or by law shall be cumulative, and the exercise of one right or remedy by Landlord shall not impair its right to exercise any other right or remedy.

In the event of election under (2) above to terminate Tenant's right to possession only, Landlord may, at Landlord's option, proceed to demand possession by notice and proceeding under the Unlawful Detainer Law of Minnesota and take and hold possession thereof without such proceeding or entry into possession terminating this Lease or releasing Tenant in whole or in part from Tenant's obligation to pay the rent hereunder for the full term. Upon re-entry Landlord may remove all personal property from the Leased Space and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage that may be occasioned thereby. Upon and after entry into possession without termination of Lease, Landlord shall use reasonable efforts to relet the premises, or any part thereof for the account of Tenant, to any other person, firm or corporation, for such rent and other charges for such time and upon such terms as Landlord, in Landlord's reasonable judgment shall determine, but Landlord shall not be required to accept any potential tenant offered by Tenant or to observe any instruction given by Tenant about such reletting. Landlord may make repairs or redecorate the premises to the extent deemed by Landlord necessary or commercially reasonable. Notwithstanding any action of possession or re-entry into the Leased Premises by Landlord as permitted in this Article, or termination of this Lease as permitted under this Article, it is stipulated and agreed that Tenant shall remain liable to Landlord for damages for breach of this Lease and of Tenant's covenants hereunder in an amount equal to the total of the following:

- (a) All fixed minimum rent, additional rent, late charges, additional rent payable for and otherwise, and any and all charges payable by Tenant hereunder or under other agreements with Landlord due for the period prior to the date of termination of this Lease or re-entry but unpaid, together with additional late charges from the due date until paid; PLUS
- (b) All costs and expenses incurred by Landlord in connection with re-entry and repossession of the Leased Space, the repair, renovation, remodeling, or redecoration thereof to the state required by this Lease upon termination, or as may be necessary for reletting, and any brokers' commissions, attorneys' fees, and other charges incurred in connection therewith or in connection with reletting the Leased Space, including attorneys' fees, expended in the collection of rents; PLUS
- (c) A sum equal to the present value of all rents that would have been payable hereunder after the date of termination or re-entry for the balance of the term of this Lease had the Lease not been terminated or re-entry made, together with interest thereon at the rate of 12 percent per annum, PROVIDED THAT, in the event the Leased Space is relet (which reletting shall in no event relieve or release Tenant of or from liability for damages hereunder) for all or any part of the balance of the original term hereof then, for each month during such reletting for which Landlord receives net avails of such reletting, Tenant shall be entitled to a credit against its liability to Landlord for such month in an amount equal to such net avails, and PROVIDED FURTHER that, in lieu of damages set forth in the foregoing provisions of this section, Landlord may waive such foregoing provisions and elect, by written notice to Tenant within 90 days after termination or re-entry, to receive forthwith as liquidated damages for such breach, in addition to the amounts specified above, a sum equal to 15 percent of the rents that would have been due and payable for the portion of the balance of the term of the Lease from the date of early termination or re-entry through the final lease year.

9.3 COSTS, EXPENSES AND ATTORNEYS' FEES. If one party is required to seek legal counsel for collection or to commence litigation or arbitration in order to enforce the covenants and agreements of this Lease, the party prevailing in such collection, litigation or arbitration shall have the right to reimbursement from the other party of all reasonable costs, expenses and attorneys' fees.

ARTICLE X - MISCELLANEOUS PROVISIONS

10.1 HOLDING OVER. In the event that Tenant shall continue to occupy the Leased Space after the expiration of the term of this Lease or written extension of the term hereof without entering into a new Lease or written extension of the term hereof said tenancy shall be construed to be a "tenancy from month to month" upon all of the other terms and conditions herein contained, except where same are not applicable, and except that the rental during such holdover period shall

be the then current "minimum rent" plus 50 percent thereof and all "additional rent" shall continue to be paid.

10.2 ENTIRE AGREEMENT. This Lease is executed in identical counterparts, each of which, when bearing original initials of the parties on each page and at each change in the text hereof as well as original signatures at the end of the document, shall constitute an original for all purposes. All previous agreements, whether oral or written, are superseded by and merged with this Lease. Subsequent change shall not be binding unless reduced to writing and signed by the parties hereto.

10.3 INVALIDATION OF PARTICULAR PROVISIONS. If any clause, term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. It is the intention of the parties hereto that in lieu of each clause, term or provision of this Lease that is illegal, invalid or unenforceable, there be added as part of this Lease a clause, term or provision similar to such illegal, invalid or unenforceable clause, term or provision as may be possible and would be legal, valid and enforceable.

10.4 PROVISIONS BINDING, ETC. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and legally appointed representative, respectively, of Landlord and Tenant. Each term and each provision of this Lease to be performed by Tenant shall be construed to be both a covenant and a condition.

10.5 GOVERNING LAW. The laws of the State of Minnesota shall govern the interpretation, validity, performance and enforcement of this Lease.

10.6 NOTICES. Any notice that is required under this Lease shall be deemed "given" upon hand delivery or three days after prepaid posting in the U.S. Mail which shall first occur. Notice shall be addressed to:

Landlord: Devin Massopust, City Manager
CITY OF NEW BRIGHTON
803 Old Highway 8 NW
New Brighton, MN 55112

Tenant: Jeff Potts, Executive Director
Minnesota Chiefs of Police Association
803 Old Highway 8 NW, Suite 1
New Brighton, MN 55112

or to any other address as shall be designated by written notice.

Wherein this Lease a certain number of days from date of notice to a given action is specified, unless the specific provision otherwise states, the days shall be counted as follows: The

first calendar day shall be excluded and the last day shall be included, unless the last day is a Saturday, Sunday or legal holiday, in which event the period shall be extended to include the next day that is not a Saturday, Sunday, or legal holiday.

10.7 HEADINGS. The heading, section numbers and article numbers appearing in this Lease are not intended in any manner to define, limit or describe the scope of any such section or article and are solely inserted for ready reference purposes.

10.8 PRONOUNS. As utilized in this Lease, the "singular" pronouns shall include the "plural", and the "masculine" shall include the "feminine" and the "neuter" and vice versa, unless a contrary intent specifically appears.

10.9 ASSIGNMENT AND SUBLETTING. Tenant will not assign this Lease and will not sublet any part of said Leased Space without the consent in writing of Landlord. Tenant hereby agrees that if Tenant shall be declared bankrupt, shall have a receiver appointed of its property, shall make an assignment for benefit of its creditors, or its rights hereunder shall be taken under execution, it shall be construed as an assignment of this Lease within the meaning hereof.

10.10 TENANT RESPONSIBILITIES. Tenant shall be responsible for, and pay when due, any and all taxes, including but not limited to, real estate taxes, personal property taxes, and privilege taxes, levied against Landlord or Tenant by reason of the leasing, use, or occupancy of the Leased Premises by Tenant.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

LANDLORD:

CITY OF NEW BRIGHTON

BY: _____
Kari Niedfeldt-Thomas, Mayor

BY: _____
Devin Massopust, City Manager

DATE: _____

TENANT:

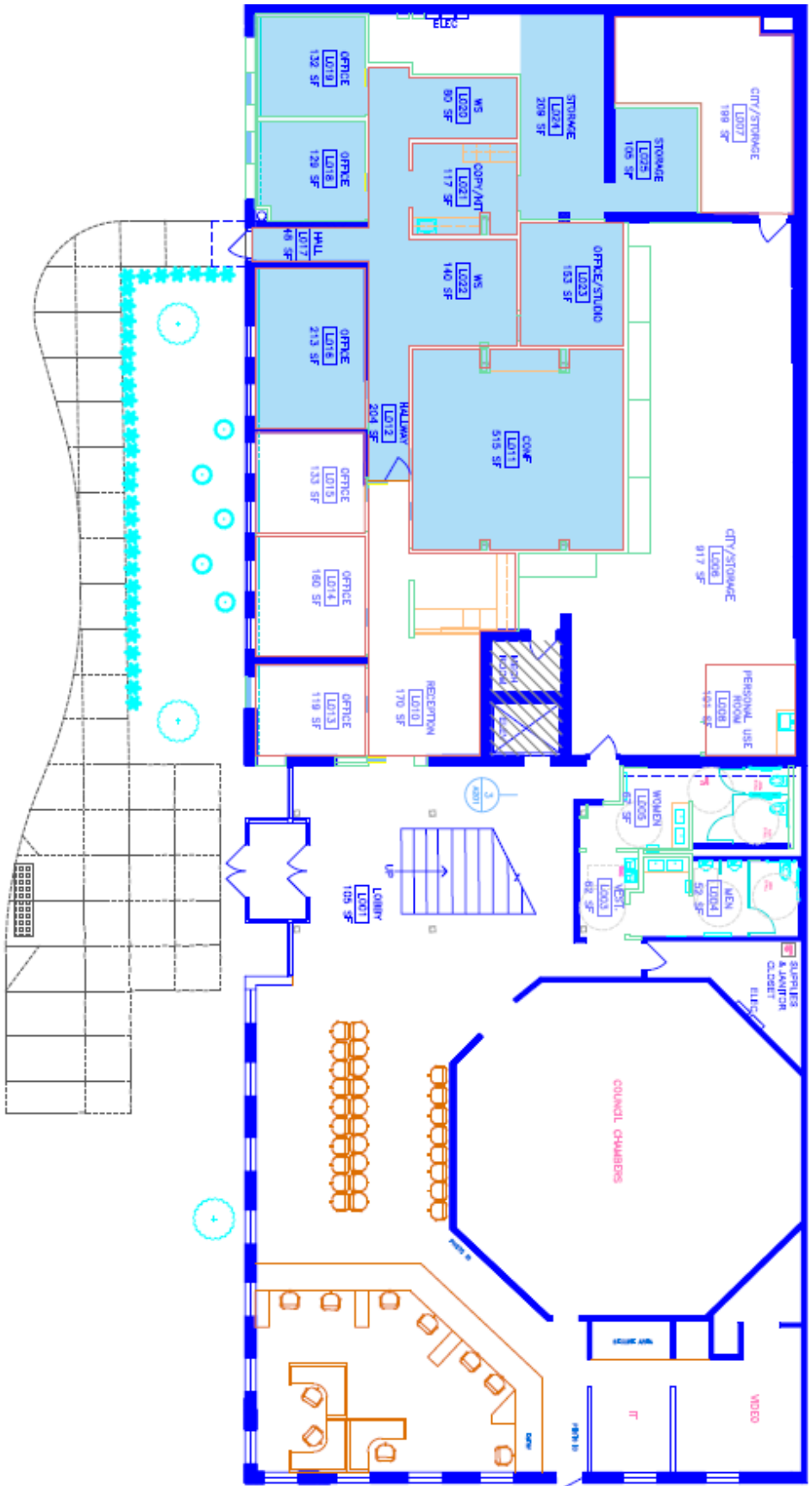
MINNESOTA CHIEFS OF POLICE
ASSOCIATION

BY: _____

ITS: _____

DATE: _____

ATTACHMENT ONE
Drawing of Leased Space (Shaded in Blue)



Attachment

ATTACHMENT TWO
Lease Rates

Year	Rent Amount
1	\$1,575.00 (per month)
2	\$1,575.00 (per month)
3	\$1,575.00 (per month)
4	\$1,575.00 (per month)
5	\$1,575.00 (per month)

ATTACHMENT THREE
IT Fee Sheet

Attachment



Agenda Section:	Consent Agenda
Meeting Date:	April 28, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider a Resolution approving a Conditional Use Permit Amendment to allow T-Mobile to add a backup power generator to their existing equipment at 700 Silver Lake Road NW.

Action Requested: <u>Motion</u>
Form of Action: <u>Resolution</u>
Votes Needed: <u>4 Votes</u>

Summary Statement:	T-Mobile would like to install a backup power generator to provide power during outages to ensure their equipment and communications are still available when everything else is down.
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Recommendations:	APPROVAL of the request with conditions.
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Applicable Deadlines:	The 60-day deadline was extended making the final deadline for this application 7/2/26.
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Community	Backup power generation will ensure continued cellular service for T-
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Impact:	Mobile customers in the event of power outages.
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Legislative History:	None.
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Strategic Priority:	<u>N/A</u>
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Fiscal Impact:	Financial Consideration?	<u>No</u>
	Revenue/Expenditure Amount:	\$
	Financing Source:	<u>N/A</u>
	Notes:	

Attachments:	1.	Staff Report
	2.	Resolution
	3.	Zoning Map
	4.	Mailings Map
	5.	Site Plans
	6.	CUP Worksheet
	7.	Extension Letter

To: **City Council**

From: Ben Gozola, Assistant Director DCAD

Meeting Date: **4-28-26**

Applicants: T-Mobile

Main Contacts: Scott Gibbons (PM Site Acquisition on behalf of T-Mobile)

Location: 700 Silver Lk Rd

Zoning: **RS-1 (Single Family Low Density Residential District)**

Introductory Information

- | | |
|---------------------------|--|
| <i>Project:</i> | ▪ T-Mobile would like to install a backup generator to provide power during outages to ensure their equipment and communications are still available when everything else is down. |
| <i>History:</i> | ▪ T-Mobile originally added equipment to the Silver Lake Road water tower in 2017. |
| <i>Request(s):</i> | ▪ Conditional Use Permit Amendment to authorize installation of a generator to accompany the existing T-Mobile equipment shed at 700 Silver Lake Road. |

General Findings

- | | |
|--|---|
| <i>Site Data:</i> | <ul style="list-style-type: none"> ▪ Existing Lot Size \approx 1.25 acres ▪ Existing Use – Water Tower / Public Utilities ▪ Existing Zoning – RS-1 ▪ Property Identification Number (PID): 30-30-23-21-0067 |
| <i>Comp Plan Guidance & Zoning:</i> | ▪ The comprehensive plan guides this property for single-family residential uses within which cellular equipment on water towers is conditionally permitted use. Because this is an existing installation, this request is not subject to the moratorium currently in place due to Ordinance 929. |



- | | |
|-------------------------------------|---|
| Notable Code Definitions: | <ul style="list-style-type: none"> ▪ CONDITIONAL USE. A specific type of structure or land use listed in the official control that may be allowed but only after an in-depth review procedure and with appropriate conditions or restrictions as provided in the official zoning controls or building codes and upon a finding that certain conditions as detailed in the zoning ordinance exist, that the structure or land use conforms to the comprehensive plan, and that the structure or land use is compatible with the existing neighborhood. |
| Applicable Codes: | <ul style="list-style-type: none"> ▪ Chapter 3, Section 3.4(C) <u>Single Family Low Density Residential District.</u>
Outlines general lot requirements for the RS-1 zoning district. ▪ Table 5-1: Principal Uses
Table that lists all permitted uses within each of the City’s zoning districts. ▪ Chapter 5, Section 5.3(D)(32) <u>Specific Requirements for Wireless Communication Towers, Antennas, and Support Structures.</u>
Outlines specific criteria that must be met by the proposed use. |
| Applicant’s Narrative [sic]: | <ul style="list-style-type: none"> ▪ <i>Behind their existing shelter, T-Mobile would like to install a generator for backup power. They will need to install a 4’x9’ concrete pad and place the generator on the pad. On the back of their shelter, they would like to install a fire extinguisher, Automatic Transfer Switch, and e-stop button.</i> |

Site Review

- | | |
|-----------------------------|---|
| In General: | <ul style="list-style-type: none"> ▪ Per Zoning Code Section 2.4(G), new construction and additions/changes to previously approved sites shall be referred to the City Council for review and approval. The following is an overview of important findings in relation to code requirements. |
| Existing Conditions: | <ul style="list-style-type: none"> ▪ The site currently consists of a City Water tower, a city well house, and three sheds of equipment for companies with communications equipment attached to the water tower. T-Mobile currently resides in the middle equipment shed. |



- Proposed Site Plan Updates:** | ▪ The proposal would place an emergency generator to the west of the equipment shed.

- Existing & Proposed Setbacks:** | ▪ All structures and the proposed generator will meet required setback with plenty of room to spare.

- Bldg Coverage / Hardcover Analysis:** | ▪ Building coverage and hardcover will not be an issue on this parcel as neither are anywhere near allowed maximums.

- Building Materials:** | ▪ No new structure is proposed, so building material requirements would not apply. The generator will site on a concrete pad adjacent to the equipment shed.

- Building Height:** | ▪ N/A

- Lot Access:** | ▪ The access points to the property will not change.

- Water System(s):** | ▪ No water supply issues were identified for the property.

- Sanitary System(s):** | ▪ No sanitary sewer issues were identified for the new garage.

- Landscaping & Screening:** | ▪ There is no required landscaping or screening for the proposed improvement.

- Parking & Traffic:** | ▪ There are no traffic or parking concerns posed by the addition of a generator to this parcel.

- Signage:** | ▪ No signage is proposed as part of this application.

- Storm water / Grading / Erosion:** | ▪ No permit RCWD comments were received.

- Fire/Safety:** | ▪ No concerns were expressed by the Fire Marshall.

- Lighting:** | ▪ No new lighting is proposed with this installation.

- Streets & Easements:** | ▪ No issues.

- Sidewalks & Trails:** | ▪ No issues with public sidewalks or trails.

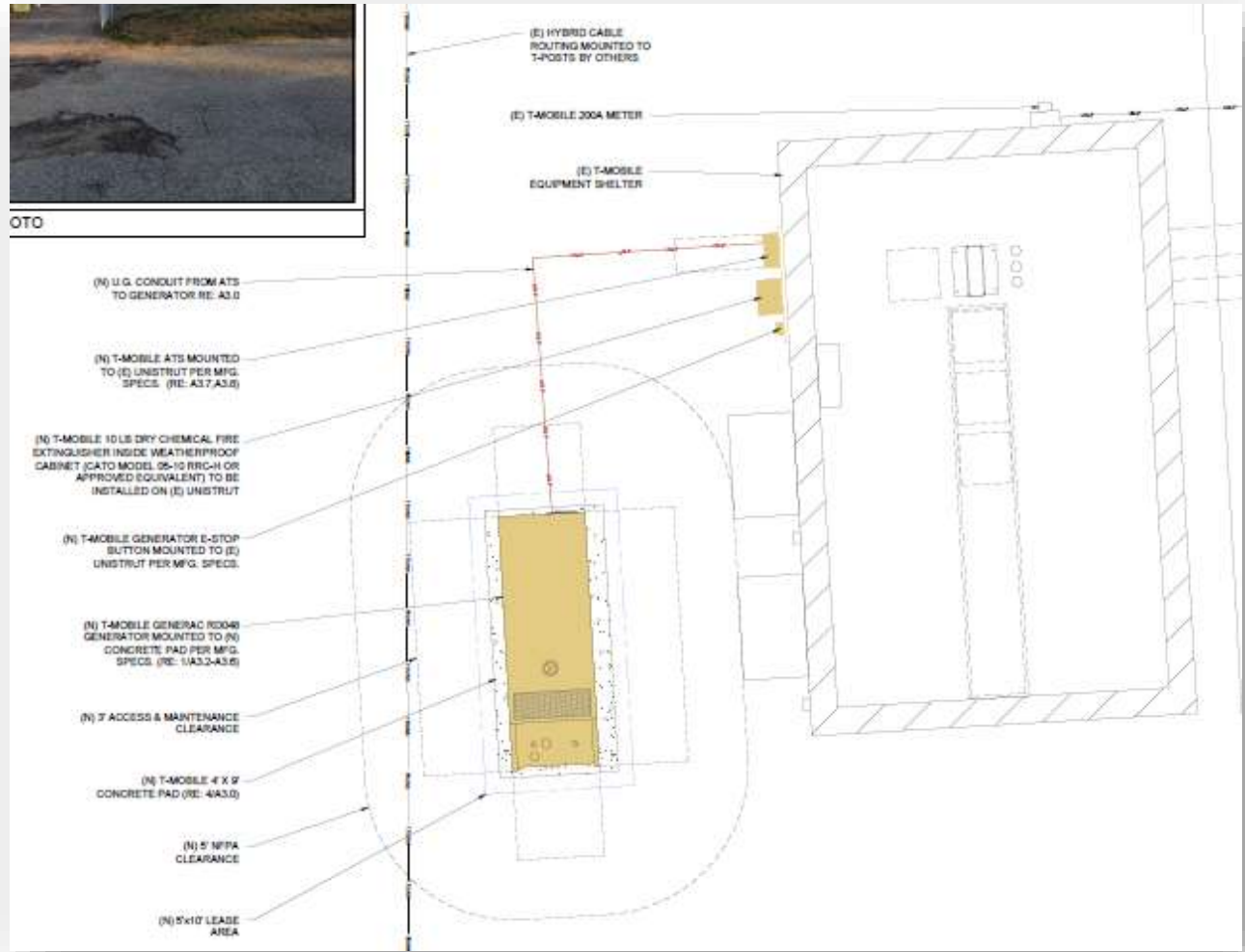
- Engineering:** | ▪ No concerns were reported by the Engineering department regarding this proposal.

The diesel generator will be similar to the unit adjacent to city hall with this appearance.

Usage will be limited to power outages and occasional testing to ensure the unit is operational and ready for use.

Placement of the generator in relation to the existing equipment shed is shown in the figure on the next page.





Conditional Use Permit Review:

In General:

- Because this proposal is adding a major piece of equipment to the site, a conditional use permit amendment is required.

Criteria Review:

Issuance of a CUP requires an analysis of the proposed use against the following specific review criteria established in code.

- 1. The conditional use will not be detrimental to the health, safety, morals, or welfare of persons residing or working near the use.***

APPLICANT COMMENTS: *The proposed generator should improve the health, safety, morals and welfare of the people working and living near the water tank/telecommunications facility. When power is out, the people living and working nearby will still be able to use their phones to call emergency services, receive news updates and communicate with friends and relatives on the T-Mobile network.*

Staff Analysis: The only health concern staff has regarding this installation relates to the design of the generator itself. Per an attached letter from the MN Dept. of Health, it is recommended (and staff supports) requiring that the generator fuel tank be double-walled (to prevent unintentional diesel spills), and that there be a leak-detection device between the walls of the fuel tank. Being on the site of a well house and the City's water tower, this is a more than reasonable condition for this installation. **Criterion met with conditions.**

- 2. The conditional use will not be injurious to the use and enjoyment of other properties in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.***

APPLICANT COMMENTS: *The generator should not be injurious or diminish or impair property values in the area. The generator will be installed behind the equipment shelter and hidden from public view by the equipment shelter and shrubs/trees.*

Staff Analysis: In general, installation of a back-up power generator will have no negative impacts on surrounding properties. Such units will only activate when the area experiences a complete power loss which happens infrequently. When power losses do occur, they are generally limited to short time frames, and ensuring communication networks are active during events which cause power outages is a public safety benefit.

All that said, it is still reasonable for the City to examine how loud the unit is while in operation, and to seek mitigation measures if necessary to meet code requirements. Furthermore, as the unit must be periodically tested to ensure it's ready for use, it is reasonable to dictate the days and times for testing to occur.

(cont.)

As a condition of approval, we are recommending that prior to installation, the applicant provide adequate detail on the decibel level of the unit while in operation, and that sound attenuation be added as needed to ensure compliance with code at all times. If the issue is borderline, staff would be comfortable with a condition that requires future sound attenuation be installed if complaints are ever received about noise levels. We are also recommending that testing only occur during the work week (Monday through Friday), only occur during the mid-day hours (10:00 a.m. through 2:00 p.m.), and not occur more frequently than recommended by the manufacturer. **Criterion met with conditions.**

3. The conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

APPLICANT COMMENTS: *The proposed generator should not impede the development or improvement of the surrounding properties. It will only occupy a 5' x 10' area behind T-Mobile's existing shelter. There are 3 shelters running north to south in the southwest corner of the property and T-Mobile's generator will be behind T-Mobile's shelter. The remainder of the property will still be available for improvements and/or development.*

Staff Analysis: The proposed addition of a generator to this site should have no impact on the use of nearby properties provided all conditions of approval are continually met. **Criterion met with conditions.**

4. The conditional use will not pose an undue burden on public utilities or roads, and adequate sanitary facilities are provided.

APPLICANT COMMENTS: *The proposed generator should not impose any undue burdens on public utilities as no water or sewer usage will be needed. The generator should enhance public safety as those people in the area with T-Mobile service will still be able to make calls and texts and use their phones when there is a power outage.*

Staff Analysis: There are no concerns about public utilities and infrastructure related to this application. **Criterion met.**

5. The conditional use can provide adequate parking and loading spaces, and all storage on the site can be done in conformance with City code requirements.

APPLICANT COMMENTS: *No additional parking or loading spaces will be needed with the installation of the generator. It is an unoccupied facility. Any maintenance or refueling of the generator can be done using the existing parking and paved areas*

Staff Analysis: Parking will not be an issue given this set of facts. **Criterion met.**

- (cont.) 6. **The conditional use will not unnecessarily impact natural features such as woodlands, wetlands, and shorelines; and all erosion will be properly controlled.**

APPLICANT COMMENTS: *The proposed generator should not impact any natural features in the area. It will be located just behind/west of T-Mobile's equipment shelter and surrounded on the other three sides by trees and shrubs. It will not be visible to the public.*

Staff Analysis: There will be no impact on trees or other natural features as part of this installation. **Criterion met.**

7. **The conditional use will adhere to any applicable additional criteria outlined in Chapter 5 for the proposed use.**

APPLICANT COMMENTS: *From what I've been able to find, Zoning Code Chapter 5 is for business districts. The 'Current Zoning - City of New Brighton' map shows that 700 Silver Lake Rd is in RS-1, which I don't think is a business district. I don't think there is anything in Chapter 5 that is specific to the proposed use.*

Staff Analysis: There are no specific criteria for backup generators, by the general requirement that the owner assumes complete liability in the case of personal or property damage does apply. **Criterion met.**

Supplementary Review & Public Comment

Additional Information:

- None

Engineering Review:

- No concerns noted.

Public Safety Review:

- No public safety concerns.

Public Comment:

- There have been no comments received for or against this proposal as of 4/22/26.

Planning Commission Review:

- The Planning Commission held a public hearing on this request at their meeting on 4/21/26, and there were no speakers for or against the proposal. **The planning commission unanimously recommended approval of the request subject to conditions. Staff concurs with this recommendation.**

Conclusion:

The application is requesting a Conditional Use Permit to authorize installation of a generator to accompany the existing T-Mobile equipment shed at 700 Silver Lake Road.

Council Options:

The City Council has the following options:

- A) APPROVE THE REQUEST based on the applicant’s submittals and findings of fact.
- B) DENY THE REQUEST based on the applicant’s submittals and findings of fact.
- C) TABLE THE ITEM and request additional information.

Based on an application date of 3/4/26, the 60-day review period for this application expires on 5/3/26. Just in case we could not make the 4/28/26 Council meeting work, staff extended this deadline an additional 60-days. The final deadline is now 7/2/26.

Initial Motion for Debate:

- Consider a Resolution approving a Conditional Use Permit Amendment to allow T-Mobile to add a backup power generator to their existing equipment at 700 Silver Lake Road NW..

Resolution Findings of Fact:

1. The subject property is guided for single-family residential uses which allows for cellular equipment on water towers as a conditionally permitted use.
2. Because there is an existing conditional use permit for this use, this request is not subject to the moratorium on new installations under Ordinance 929.
3. Establishment, maintenance, and operation of a backup power generator at the proposed location will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare provided all conditions are followed.
4. The addition of a backup power generator to this site will not impact surrounding lands provided all conditions are followed.
5. The backup power generator will not have detrimental impact on area property values provided all conditions are followed.
6. The subject site is adequately served by public utilities, roads, and drainage facilities to accommodate the proposed generator.

- (cont.)
7. The conditional use will be in conformance with all underlying zoning district requirements.

**Resolution
Conditions:**

1. The generator fuel tank shall be double-walled (to prevent unintentional diesel spills), and shall include a leak-detection device between the walls of the fuel tank to prevent possible future spills.
2. Prior to purchase and installation, the applicant provide adequate detail to DCAD staff on the decibel level of the unit while in operation.
 - a. If deemed necessary by DCAD staff, sound attenuation shall be added as needed to ensure compliance with code at all times.
 - b. If the issue is borderline in the opinion of DCAD staff, sound attenuation improvements may be delayed until such time as complaints are ever received about noise levels.
3. Testing of the generator unit shall only occur during the work week (Monday through Friday), only occur during the mid-day hours (10:00 a.m. through 2:00 p.m.), and shall not occur more frequently than recommended by the manufacturer.
4. Prior to purchase and installation, T-Mobile shall complete a lease amendment with the City to address the additional space being utilized by the generator.
5. Within 60 days of this conditional use permit amendment approval, the applicants shall pay the application fee of \$700 or the approval shall be null and void.

cc: Scott Gibbons (primary contact)

**RESOLUTION
CITY COUNCIL
CITY OF NEW BRIGHTON**

RESOLUTION MAKING FINDINGS OF FACT AND APPROVING A CONDITIONAL USE
PERMIT AMENDMENT TO AUTHORIZE THE PLACEMENT OF A BACKUP POWER
GENERATOR ADJACENT TO THE T-MOBILE EQUIPMENT SHED AT
700 SILVER LAKE ROAD

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

WHEREAS, the City Council of the City of the New Brighton has adopted a comprehensive plan and corresponding zoning regulations to promote orderly development and utilization of land within the city; and,

WHEREAS, T-Mobile (the “Applicant”) previously acquired a conditional use permit to place equipment on the City’s water tower at 700 Silver Lake Road (the “Property”) which has the PID number 30-30-23-21-0067, and

WHEREAS, the Applicant made application on March 4, 2026, for a Conditional Use Permit Amendment to authorize the addition of a backup power generator adjacent to their equipment shed on the Property; and

WHEREAS, staff fully reviewed the request and prepared a report for consideration by the Planning Commission at their meeting on April 21, 2026; and

WHEREAS, the Planning Commission held a public hearing on the request at the April 21, 2026, meeting and considered input from residents; and recommended conditional approval of the request based on the applicant’s submittals and findings of fact; and

WHEREAS, the City Council considered on April 28, 2026, the recommendations of the Planning Commission, Staff, the Applicant's submissions, the contents of the staff report, and other evidence available to the Council.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of New Brighton hereby approves the requested conditional use permit amendment based on the following findings of fact:

1. The subject property is zoned for single-family residential uses which allows for cellular equipment on water towers as a conditionally permitted use.

2. Because there is an existing conditional use permit for this use, this request is not subject to the moratorium on new installations under Ordinance 929.
3. Establishment, maintenance, and operation of a backup power generator at the proposed location will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare provided all conditions are followed.
4. The addition of a backup power generator to this site will not impact surrounding lands provided all conditions are followed.
5. The backup power generator will not have detrimental impact on area property values provided all conditions are followed.
6. The subject site is adequately served by public utilities, roads, and drainage facilities to accommodate the proposed generator.
7. The conditional use will be in conformance with all underlying zoning district requirements.

BE IT FURTHER RESOLVED, that approval of the conditional use permit amendment shall be subject to the following conditions:

1. The generator fuel tank shall be double-walled (to prevent unintentional diesel spills), and shall include a leak-detection device between the walls of the fuel tank to prevent possible future spills.
2. Prior to purchase and installation, the applicant provide adequate detail to DCAD staff on the decibel level of the unit while in operation.
 - a. If deemed necessary by DCAD staff, sound attenuation shall be added as needed to ensure compliance with code at all times.
 - b. If the issue is borderline in the opinion of DCAD staff, sound attenuation improvements may be delayed until such time as complaints are ever received about noise levels.
3. Testing of the generator unit shall only occur during the work week (Monday through Friday), only occur during the mid-day hours (10:00 a.m. through 2:00 p.m.), and shall not occur more frequently than recommended by the manufacturer.
4. Prior to purchase and installation, T-Mobile shall complete a lease amendment with the City to address the additional space being utilized by the generator.
5. Within 60 days of this conditional use permit amendment approval, the applicants shall pay the application fee of \$700 or the approval shall be null and void.

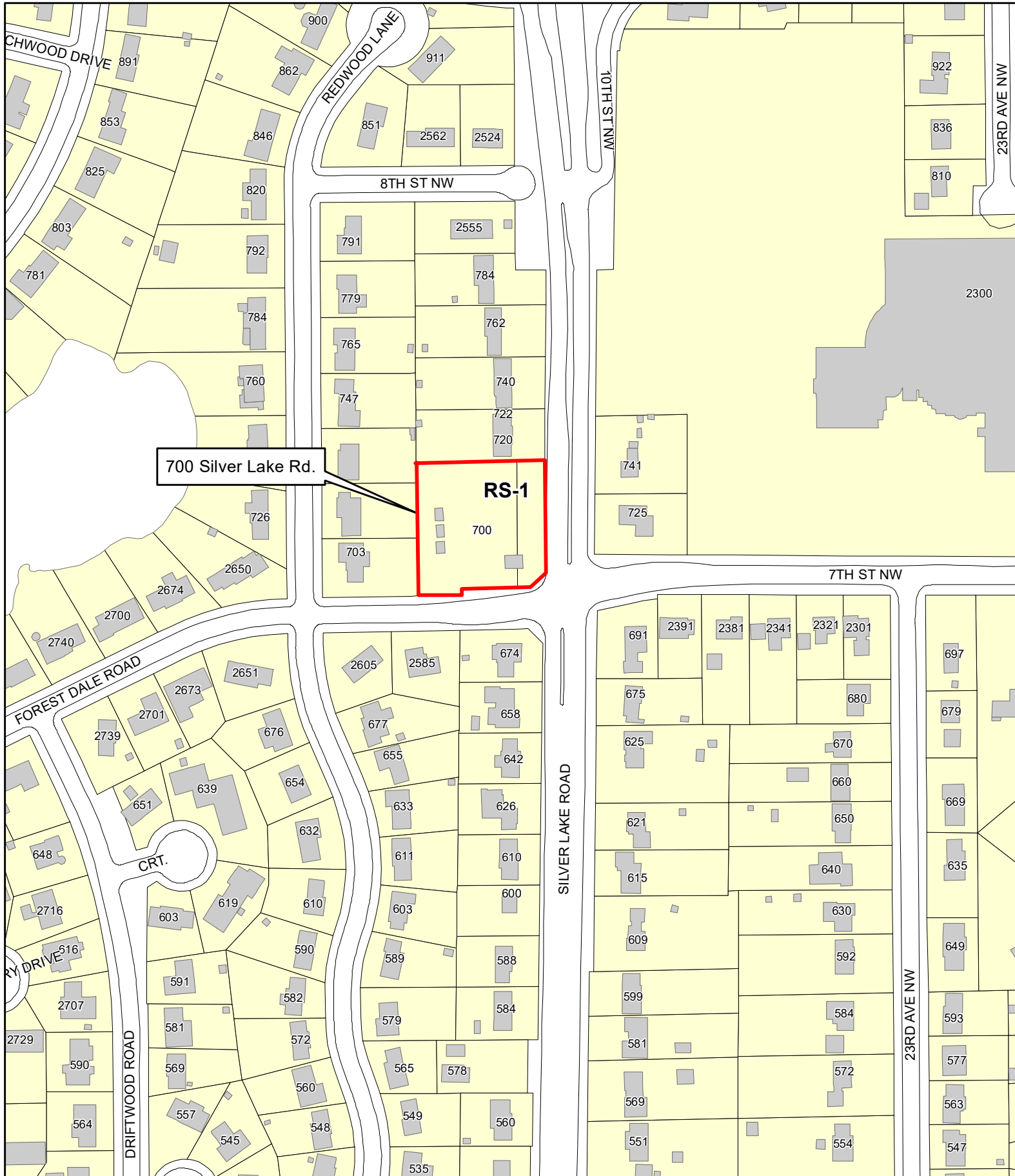
ADOPTED this 28th day of April, 2026, by the New Brighton City Council with a vote of ___ ayes and ___ nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk



700 Silver Lake Rd.

RS-1
700

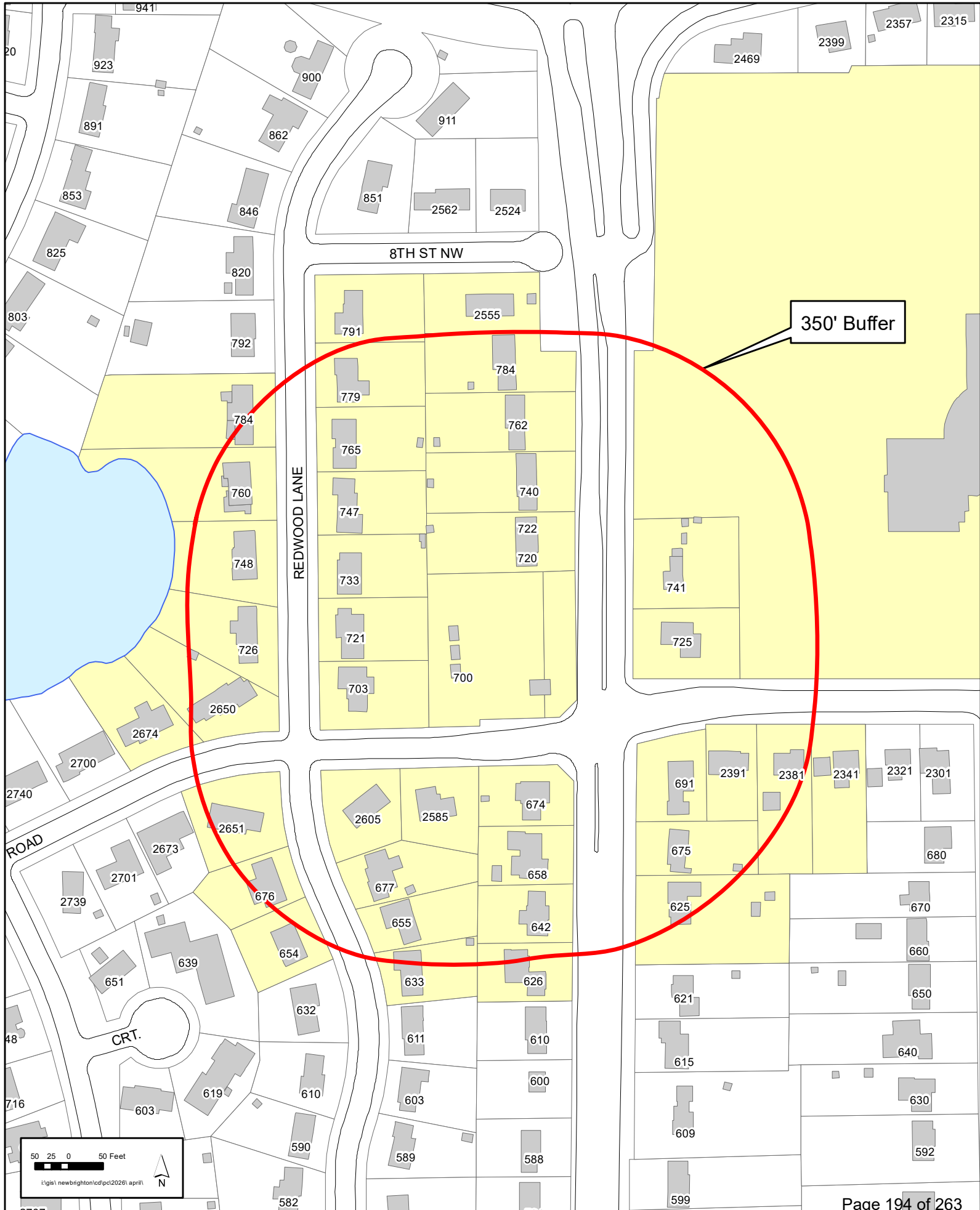
RS-1, Single Family Low Density



Current Zoning

700 Silver Lake Rd.
RS-1, Single Family Low Density

700 Silver Lake Rd - 350' Mailing List





NEW BRIGHTON A100022A

HARDENING NATIONAL



700 SILVER LAKE RD
NEW BRIGHTON MN 55112
LATITUDE: 45.0613
LONGITUDE: -93.2186

SITE PHOTO



PROJECT DESCRIPTION

MODIFICATION OF AN (E) "NON-INHABITABLE" T-MOBILE TELECOMMUNICATIONS SITE CONSISTING OF:

INSTALLING
• (N) GENERAC 48KW RD048 DIESEL GENERATOR
• (N) 240 GAL DIESEL FUEL TANK
• (N) 4' X 9' CONCRETE PAD
• (N) AUTOMATIC TRANSFER SWITCH
• (N) 10 LB ABC FIRE EXTINGUISHER INSIDE WEATHERPROOF CABINET
• (N) CONDUITS FOR POWER & COMMUNICATION FOR (N) GENERATOR & AUTOMATIC TRANSFER SWITCH
• (N) 20 AMP 1-POLE BREAKER FOR GENERATOR BLOCK HEATER
• (N) 20 AMP 1-POLE BREAKER FOR GENERATOR BATTERY CHARGER
• (N) REMOTE EMERGENCY STOP BUTTON

INSTALLATION IS UNMANNED AND NOT FOR HUMAN HABITATION
PUBLIC ACCESS IS RESTRICTED A.D.A. ACCESSIBILITY NOT REQUIRED.

PROJECT TEAM

PROPERTY OWNER
ERIC VOLK
PUBLIC WORKS SUPERINTENDENT
700 5TH STREET N.W.
NEW BRIGHTON MN 55112
OFFICE: 651.638.2119

APPLICANT
T-MOBILE WEST LLC
1400 OPUS PLACE
DOWNERS GROVE, IL 60515
OFFICE: 773.444.5400

T-MOBILE PROJECT MANAGEMENT
1400 OPUS PLACE
DOWNERS GROVE, IL 60515
COREY FOX
DIRECT: 630.960.8386
EMAIL: COREY.FOX23@T-MOBILE.COM

SITE ACQUISITION
UCI² CONSTRUCTION SERVICES
4751 FOX STREET
DENVER, CO 80216
ANNIE MACKIEWICZ
MOBILE: 303.601.7241
EMAIL: ANNIEM@UCI2.NET

PROJECT MANAGER
UCI² CONSTRUCTION SERVICES
4751 FOX STREET
DENVER, CO 80216
MICHAEL LASITER
MOBILE: 303.325.1463
EMAIL: MICHAELL@UCI2.NET

ENGINEER OF RECORD
UCI² CONSTRUCTION SERVICES
4751 FOX STREET
DENVER, COLORADO 80216
RYAN GUERRERO
PH: 970.690.6921
E-MAIL: RYANG@UCI2.NET

SHEET INDEX

SHEET	DESCRIPTION
T1.0	COVER PAGE
GN1.0	GENERAL NOTES
GN1.1	GENERAL NOTES
GN1.2	GENERAL NOTES
A1.0	OVERALL SITE PLAN
A1.1	ENLARGED SITE PLAN
A2.0	(N) EQUIPMENT PLAN
A3.0	EQUIPMENT DETAILS
A3.1	EQUIPMENT DETAILS
A3.2	GENERATOR SPECIFICATIONS
A3.3	GENERATOR SPECIFICATIONS
A3.4	GENERATOR SPECIFICATIONS
A3.5	GENERATOR DRAWINGS
A3.6	GENERATOR DRAWINGS
A3.7	TRANSFER SWITCH SPECIFICATIONS
A3.8	TRANSFER SWITCH SPECIFICATIONS
E1.0	GENERAL NOTES / LEGENDS / SHEET INDEX
E2.0	ONE LINE / PANEL SCHEDULES / CALCULATIONS
E3.0	UTILITY PLAN AND DETAILS
E4.0	ALARM SCHEDULE
G1.0	GROUNDING PLAN
G2.0	GROUNDING DETAILS

PROJECT INFORMATION:

SITE NAME:
NEW BRIGHTON

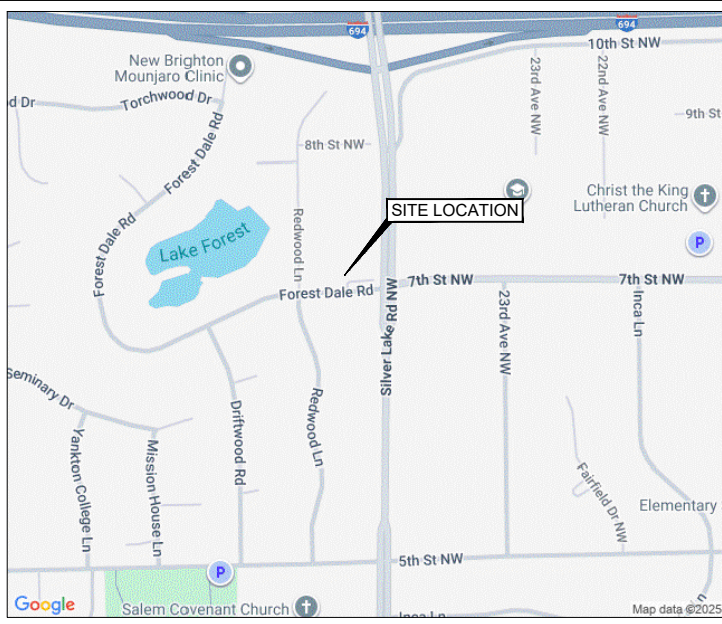
SITE ID:
A100022A
ALT ID:

SITE ADDRESS:
700 SILVER LAKE RD
NEW BRIGHTON MN 55112

SITE COUNTY:
RAMSEY

Rev:	Date:	Description:	By:
A	10.27.25	PRELIMINARY	SMK
0	01.16.26	FINAL	ML

VICINITY MAP



SITE INFORMATION

SITE TYPE: HARDENING NATIONAL
SITE NAME: NEW BRIGHTON
SITE NUMBER: A100022A
SITE ADDRESS: 700 SILVER LAKE RD
NEW BRIGHTON MN 55112

JURISDICTION: NEW BRIGHTON

PARCEL NUMBER: 303023210067 (T-MOBILE 63440011)

EXISTING STRUCTURE:
OCCUPANCY GROUP: U
CONSTRUCTION TYPE: V-B
FULLY SPRINKLERED: NO
NO. STORIES: 1

APPLICABLE CODES

ALL CONSTRUCTION, ALTERATION, OR DEMOLITION SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES TO INCLUDE COMPLIANCE WITH THE LATEST FEDERAL STATE, AND LOCAL AMENDMENTS, REGULATIONS AND ORDINANCES.

GOVERNING CODES, AS APPLICABLE:
2020 MBC, 2020 MREC, 2024 CEC, 2020 MCEC, 2020 MAC, 2020 MMFGC, 2020 MPC, 2020 MCCEB, 2020 MFC, 2020 MEC, 2020 MBCA, 2020 PSBC, 2023 NEC

A.D.A. COMPLIANCE:
NOT REQUIRED PER IBC 1103.2.9.

OSHA COMPLIANCE:
ANSI A10.48: FALL PROTECTION AND SAFETY STANDARDS

MANDATORY: CONTRACTOR TO CALL TO VERIFY UTILITIES, AT LEAST TWO WORKING DAYS PRIOR TO DIGGING.
BEFORE YOU DIG, CALL: 1-800-252-1166
HTTP://811-IN-YOUR-STATE/MAP/STATE/MINNESOTA



Know what's below.
Call before you dig.

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO T-MOBILE SERVICES IS STRICTLY PROHIBITED.

DRIVING DIRECTIONS



SCAN QR CODE FOR LINK TO SITE LOCATION MAP

UTILITY PROVIDER

POWER PROVIDER:
XCEL ENERGY

REFERENCED DOCUMENTS

EXISTING 2020 ANCHOR DRAWINGS BY T-MOBILE

DATE

10.16.2020

SHEET TITLE:

COVER PAGE

SHEET NUMBER:

T1.0

DRAWN BY: SMK **CHK BY:** ML **APV BY:** RG

SMK	ML	RG
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T:\Min-COA\A100022A\HARDENING NATIONAL\A100022A_HARDENING NATIONAL_A and E_CDS.dwg PLOT DATE: 10/28/2025 BY:Michael Lasiter

ABBREVIATIONS			
@	AT DEGREES	HT.	HEIGHT
∅	DIAMETER	ILC INT.	INTEGRATED LOAD CENTER INTERIOR
A/C	AIR CONDITIONER	L.F.	LINEAR FEET
APPROX.	APPROXIMATE	MAX.	MAXIMUM
ARCH.	ARCHITECTURAL	MECH.	MECHANICAL
A.F.F.	ABOVE FINISH FLOOR	MFR.	MANUFACTURER
A.F.G.	ABOVE FINISH GRADE	MGB	MAIN GROUND BAR
ATS	AUTOMATIC TRANSFER SWITCH	MIN.	MINIMUM
AWS	ADVANCED WIRELESS SYSTEM	MSDS	MATERIAL SAFETY DATA SHEET
BBU	BATTERY BACK UP	MTL.	METAL
BCEM	BASE CHANNEL ELEMENT MODULE	MTS	MANUAL TRANSFER SWITCH
BLDG.	BUILDING	(N)	NEW
B.O.	BOTTOM OF	N.T.S.	NOT TO SCALE
CLG.	CEILING	O.C.	ON CENTER
COL.	COLUMN	O.D.	OUTSIDE DIAMETER
CONC.	CONCRETE	OVP	OVER VOLTAGE PROTECTION
DBL.	DOUBLE	PCS	PERSONAL COMMUNICATIONS SERVICE
DIA.	DIAMETER	RAD.	RADIUS
DIM.	DIMENSION	R.O.	ROUGH OPENING
DISC.	DISCONNECT	RRU	REMOTE RADIO UNIT
DN.	DOWN	SHTG.	SHEATHING
DWG.	DRAWING	SIM.	SIMILAR
(E)	EXISTING	SPEC.	SPECIFICATION
EA.	EACH	S.S.	STAINLESS STEEL
ELEV.	ELEVATION	STL.	STEEL
ELEC.	ELECTRICAL	STRUCT.	STRUCTURAL
EQ.	EQUAL	T.C.	TEMPERATURE CONTROL
EXT.	EXTERIOR	TELCO	TELECOMMUNICATIONS
F.O.	FIRE EXTINGUISHER	T.O.	TOP OF
FIN.	FINISH	TYP.	TYPICAL
FLR.	FLOOR	U.G.	UNDERGROUND
FUT.	FUTURE	U.N.O.	UNLESS NOTED OTHERWISE
GA.	GAUGE	VERT.	VERTICAL
GALV.	GALVANIZED	V.I.F.	VERIFY IN FIELD
GEN.	GENERATOR	W/	WITH
GPS	GLOBAL POSITIONING SYSTEM		
GWB.	GYPSON WALLBOARD		
H.M.	HOLLOW METAL		
HORZ.	HORIZONTAL		
HR.	HOUR		

SYMBOLS			
	ENLARGED VIEW		ELEVATION MARKER
	SECTION CUT		SPOT ELEVATION
	ELEVATION		STRUCTURAL COLUMN GRID LINES AND LABELS
	FIRE EXTINGUISHER		DATUM OR WORKING POINT

LINETYPES			
	EASEMENT		(E) UNDERGROUND FIBER
	LEASE LINE		(N) UNDERGROUND FIBER
	PROPERTY LINE		(E) COAX
	ITEM TO BE DEMOLISHED		(N) COAX
	WOODEN FENCE		(E) HYBRID CABLE
	CHAIN LINK FENCE		(N) HYBRID CABLE
	(E) OVERHEAD ELEC.		GAS LINE
	(N) OVERHEAD ELEC.		SANITARY SEWER
	(E) UNDERGROUND ELEC.		WATER LINE
	(N) UNDERGROUND ELEC.		
	(E) OVERHEAD FIBER		
	(N) OVERHEAD FIBER		

GENERAL CONSTRUCTION NOTES

- CODE COMPLIANCE**
- THE FACILITY IS AN UNOCCUPIED WIRELESS FACILITY. EQUIPMENT ROOMS ARE NOT MANNED, ARE NOT HABITABLE, AND DO NOT REQUIRE POTABLE WATER, SEWER CONNECTIONS OR A.D.A. ACCESS ACCOMMODATIONS.
 - ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE STANDARDS, CODES, ORDINANCES, RULES, REGULATIONS, ORDINANCES, AND MANUFACTURER'S RECOMMENDATIONS. WHEN TWO OR MORE ARE IN CONFLICT, THE MOST STRINGENT PROVISION SHALL BE FOLLOWED.
 - CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. WHERE LICENSING IS REQUIRED, CONTRACTOR SHALL OBTAIN ALL REQUIRED LICENSES PRIOR TO BEGINNING WORK.
 - MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
 - CONTRACTOR TO COORDINATE WITH LOCAL JURISDICTION FOR ANY CODE RELATED QUESTIONS. ALL JURISDICTION REQUIRED CHANGES ARE THE RESPONSIBILITY OF THE CONTRACTOR.

- GENERAL CONDITIONS**
- DO NOT SCALE DRAWINGS.
 - THESE DESIGN DOCUMENTS ARE DIAGRAMMATIC IN NATURE AND ARE INTENDED TO SHOW FINAL CONDITIONS, UNLESS NOTED OTHERWISE.
 - THE CONTRACTORS SHALL USE DIMENSIONS SHOWN ON THE DRAWINGS AND ACTUAL FIELD MEASUREMENTS. NOTIFY THE AE PROJECT MANAGER IF ANY DISCREPANCIES ARE FOUND PRIOR TO PROCEEDING WITH WORK.
 - EXTERIOR DIMENSIONS ARE TO FACES OF EXTERIOR WALLS.
 - DIMENSIONS ON PLANS ARE TO FINISH FACES OR CENTERLINES OF COLUMNS UNLESS NOTED OTHERWISE.
 - DIMENSIONS TO DOOR OPENINGS ARE TO R.O. IN MASONRY & CONCRETE AND TO JAMB OPENING IN STUDWALLS. VERIFY DOOR SIZE W/ SCHEDULE.
 - DETAILS ARE INTENDED TO SHOW END RESULT OF DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.
 - REPRESENTATIONS OF TRUE NORTH, OTHER THAN THOSE FOUND ON THE PLOT OF SURVEY DRAWING, SHALL NOT BE USED TO IDENTIFY OR ESTABLISH THE BEARING OF TRUE NORTH AT THE SITE. THE CONTRACTOR SHALL RELY SOLELY ON THE PLOT OF SURVEY DRAWING AND ANY SURVEYOR'S MARKINGS AT THE SITE FOR THE ESTABLISHMENT OF TRUE NORTH, AND SHALL NOTIFY THE ARCHITECT/ENGINEER PRIOR TO PROCEEDING WITH THE WORK IF ANY DISCREPANCY IS FOUND BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND THE TRUE NORTH ORIENTATION AS DEPICTED ON THE PLAT OF SURVEY. THE CONTRACTOR SHALL ASSUME SOLE LIABILITY FOR ANY FAILURE TO NOTIFY THE ARCHITECT/ENGINEER.
 - EVERY EFFORT HAS BEEN MADE BY THE ARCHITECT / ENGINEERS TO PROVIDE ACCURATE AND COMPLETE DESIGN DOCUMENTS THOUGH MINOR ERRORS AND OMISSIONS MAYBE CONTAINED WITHIN THE DOCUMENTS. THESE SHALL NOT EXCUSE THE CONTRACTOR FROM PROVIDING AN ACCURATE PROPOSAL AND COMPLETING THE PROJECT IN ACCORDANCE WITH THE INTENT OF THE DESIGN DOCUMENTS.
 - IT IS THE EXPRESS INTENT OF THE PARTIES INVOLVED IN THIS PROJECT THAT THE CONTRACTOR OR SUBCONTRACTOR OR INDEPENDENT CONTRACTOR OR THEIR RESPECTIVE EMPLOYEES SHALL EXCULPATE THE ARCHITECT, THE ENGINEER, THE CONSTRUCTION MANAGER, THE OWNER, AND THEIR AGENTS, FROM ANY LIABILITY WHATSOEVER AND HOLD THEM HARMLESS AGAINST LOSS, DAMAGES, LIABILITY OR ANY EXPENSE ARISING IN ANY MATTER FROM A WRONGFUL OR NEGLIGENT ACT, OR FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, OR FROM THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, OR FAILURE TO CONFORM TO THE STATE SCAFFOLDING ACT IN CONNECTION WITH THE WORK.

- CONTRACTOR'S RESPONSIBILITIES**
- PRIOR TO THE SUBMISSION OF A BID, THE CONTRACTOR SHALL VISIT THE JOB SITE, REVIEW ALL DESIGN DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS, CONFIRMING THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ANY ANY DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND DESIGN DOCUMENTS, NOTIFYING THE CONSTRUCTION MANAGER AND ARCHITECT/ENGINEER OF SUCH, AND SHALL OBTAIN WRITTEN CLARIFICATION PRIOR TO BEGINNING THE WORK.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT EXTENT OF WORK, COORDINATION, DEMOLITION, TEMPORARY CONSTRUCTION, TEMPORARY FACILITIES, UTILITIES, ETC., NECESSARY TO COMPLETE THEIR PROJECT AS INDICATED IN THE CONTRACT DOCUMENTS.
 - WHILE REVIEWING THE DESIGN DOCUMENTS, THE CONTRACTOR SHALL IDENTIFY ANY ITEMS WHERE THE DESIGN INTENT IS UNCLEAR AND OBTAIN WRITTEN CLARIFICATIONS PRIOR TO FURNISHING A BID. THE CONTRACTOR SHALL RECEIVE, IN WRITING, AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS. ANY REQUEST FOR ALTERATIONS TO THE DESIGN INTENT SHALL BE PROVIDED IN WRITING FOR REVIEW AND APPROVAL.
 - THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE MOST RECENT DESIGN DOCUMENTS AND ENSURING THEY ARE DISTRIBUTED AND ARE FOLLOWED BY ALL PERSONNEL INVOLVED IN THE PROJECT.
 - CONTRACTOR SHALL OBTAIN WRITTEN AUTHORIZATION FROM THE CARRIER PRIOR TO PURCHASING ANY MATERIALS OR STARTING ANY WORK.
 - CONTRACTOR SHALL, EXCEPT AS SPECIFICALLY AGREED OTHERWISE, PROVIDE ALL NECESSARY MATERIALS, LABOR AND EQUIPMENT TO COMPLETE THE INSTALLATION AS DESCRIBED IN DESIGN DOCUMENTS. CONTRACTOR TO CLARIFY PROVIDED MATERIALS PRIOR TO FURNISHING A BID.
 - ALL FURNISHED MATERIALS SHALL MEET CARRIER SPECIFICATIONS AND MINIMUM REQUIREMENTS FOR THE PROJECT. ANY SUBSTITUTIONS SHALL BE APPROVED IN WRITING BY CARRIER CONSTRUCTION MANAGER PRIOR TO PURCHASE AND INSTALLATION.
 - THE GENERAL CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK, USING THE BEST SKILLS AND ATTENTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES AND MATERIALS; AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT INCLUDING CONTACT AND COORDINATION WITH THE CONSTRUCTION FIELD ENGINEER AND WITH THE LANDLORD'S AUTHORIZED REPRESENTATIVE, COORDINATING ACCESS, AND COMPLIANCE WITH ANY REQUIREMENTS IMPOSED BY THE LANDLORD.
 - CONTRACTOR TO PROVIDE CLOSE OUT PACKAGE WITH ALL TEST RESULTS, SETTING SCREEN SHOTS, RELEVANT CATALOGS / CUT SHEETS, INSTRUCTION SHEETS AND A SET OF RED-LINED AS-BUILT DRAWINGS PRIOR TO FINAL BILLING.


- CONDITION OF SITE**
- CONTRACTOR SHALL MAKE PROVISIONS TO PROTECT EXISTING SITE FINISHES AS MUCH AS POSSIBLE. ANY IMPACT TO SITE AND SURROUNDINGS SHALL BE MITIGATED AND CONTRACTOR SHALL RETURN SITE TO PRE-CONSTRUCTION CONDITIONS.
 - WORK AREA SHALL BE KEPT FREE OF DEBRIS ACCUMULATION. KEEP WORK AREAS NEAT AND ORDERLY AS MUCH AS POSSIBLE. MEANS OF EGRESS SHALL BE KEPT CLEAR AT ALL TIMES.
 - ALL DEMOLISHED AND UNUSED MATERIALS SHALL BE REMOVED FROM SITE AND TRACKED ASSETS LOGGED AND RETURNED TO CARRIER FOR DISPOSAL OR RE-USE. CONTRACTOR TO KEEP THE SITE CLEAN, FREE OF HAZARDS, PROPERLY DISPOSE OF ALL RUBBISH, AND REMOVE TRASH AND REFUSE DAILY. BURY NOTHING ON SITE. NO SOLID WASTE RECEPTACLE WILL BE SITED.

- SITE WORK**
- CONTRACTOR TO VERIFY STATE REQUIREMENTS FOR UTILITY LOCATION SERVICES AND EXCAVATION CONTRACTOR SHALL NOTIFY STATE OR LOCAL NOTIFICATION CENTER AS REQUIRED PRIOR TO ANY SITE DISTURBANCES.
 - REASONABLE EFFORTS HAVE BEEN MADE TO IDENTIFY EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING ALL UTILITIES, SHOWN OR NOT, AND PROTECTING THEM FROM DAMAGE. EXCAVATION CONTRACTOR TO OBTAIN REQUIRED LOCATES PRIOR TO STARTING WORK.
 - CONTRACTOR SHALL PROTECT ALL SITE FINISHES AND IMPROVEMENTS AND RETURN ALL TO PRE WORK CONDITION. IF EXTERIOR SITE IMPROVEMENTS ARE REQUIRED, CONTRACTOR TO INSTALL AND MAINTAIN DRAINAGE / RUNOFF MITIGATION MEASURES THROUGH OUT THE PROJECT AND REVEGETATE AREA TO RETURN IT TO ORIGINAL CONDITIONS.
 - GRUB AND DISPOSE OF ALL ORGANIC MATERIAL PRIOR NO FILL OR EARTHWORK TO OCCUR WITH ON OR WITH FROZEN MATERIAL

- STRUCTURAL NOTES**
- 1.0 GENERAL CONDITIONS**
- NO STRUCTURAL ALTERATIONS ARE TO BE MADE TO THE FACILITY UNLESS SPECIFICALLY NOTED.
 - ALL STRUCTURAL SHOP DRAWINGS SHALL BE SUBMITTED TO THE STRUCTURAL ENGINEER FOR WRITTEN APPROVAL PRIOR TO FABRICATION.
- 2.0 CONCRETE AND MASONRY**
- ALL CONCRETE WORK SHALL CONFORM WITH ACI. 318 OR LATEST. DETAIL REINFORCING IN CONFORMANCE WITH ACI. SP66 LATEST.
 - NO SPLICES OF REINFORCEMENT SHALL BE MADE EXCEPT AS DETAILED OR AUTHORIZED BY THE STRUCTURAL ENGINEER. LAP SPLICES WHERE PERMITTED SHALL BE A MINIMUM OF 30 BAR DIAMETERS.
 - PROVIDE ALL ACCESSORIES NECESSARY TO SUPPORT REINFORCING AT POSITIONS SHOW ON DRAWINGS.
 - WIRE FABRIC REINFORCEMENT MUST LAP ONE FULL MESH AT SIDE AND END LAPS SHALL BE TIED TOGETHER.
 - CURE AFTER FINISHING CONCRETE. KEEP MOIST FOR 7 DAYS AFTER POURING.
 - COMPACT STRUCTURAL FILL 95% PROCTOR DENSITY PRIOR TO PLACING CONCRETE UNDER SLABS.
 - 1/4" CHAMFER ON ALL CORNERS AND EDGES.
 - ALL CONCRETE SHALL BE PORTLAND, TYPE 1 CEMENT WITH A MINIMUM OF 28 DAY STRENGTH OF 3000 PSI. 4" SLUMP AND A MINIMUM AIR ENTRAPMENT OF 4%.
 - ALL REINFORCING STEEL SHALL BE GRADE 60. ALL REINFORCING MESH SHALL CONFORM TO ASTM A 185.
 - CONTRACTOR TO OBTAIN X-RAY OR GPR (IF APPLICABLE) OF ANY CONCRETE OR MASONRY STRUCTURES, IDENTIFYING ALL EMBEDMENT PRIOR TO CUTTING, DRILLING OR OTHER ACTIVITY WHICH COULD CAUSE DAMAGE. AVOID ALL EMBEDMENT. OBTAIN APPROVAL FROM STRUCTURAL ENGINEER PRIOR TO IMPACTING ANY STRUCTURAL FACILITIES.

- 3.0 STRUCTURAL STEEL**
- CHANNELS, ANGLES AND PLATES SHALL BE ASTM A36 MATERIAL, UNLESS NOTED OTHERWISE.
 - SQUARE AND RECTANGULAR TUBE STEEL HSS SECTIONS SHALL BE ASTM A500, GRADE B (Fy = 46 ksi) MATERIAL.
 - ROUND PIPE SECTIONS SHALL BE ASTM A53, GRADE B (Fy = 35 ksi) MATERIAL.
 - DESIGN, FABRICATION, AND ERECTION SHALL BE IN ACCORDANCE WITH THE "AISC SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS", WITH COMMENTARY AND THE "CODE OF STANDARD PRACTICE".
 - ALL STEEL SHALL HAVE ONE COAT OF SHOP PRIMER. DO NOT PAINT AREAS WITHIN 3" OF BOLTS, WELDS OR HEADED STUDS.
 - ALL OUTDOOR STEEL ITEMS SHALL BE HOT DIPPED GALVANIZED PER ASTM A123.
 - BOLTS SHALL BE HIGH STRENGTH BOLTS, A325, CONFORMING TO ASTM SPECIFICATIONS. ALL CONNECTIONS SHALL HAVE A MINIMUM OF 2 BOLTS.
 - WELDING SHALL BE CONDUCTED BY CERTIFIED WELDERS AND SHALL CONFORM TO THE AWS CODES FOR ARC AND GAS WELDING IN BUILDING CONSTRUCTION.
 - WELDS SHALL BE MADE USING E70XX ELECTRODES AND SHALL BE 3/16" MINIMUM UNLESS OTHERWISE NOTED.
 - WELDING SHALL BE PERFORMED IN ACCORDANCE WITH A WELDED PROCEDURE SPECIFICATION (WPS) AS PER AWS D1.1, D1.3 AND D1.4.
 - ONLY PRE-QUALIFIED WELDING PROCEDURES SHALL BE USED.
 - UNLESS SPECIFICALLY ADDRESSED IN THE SPECIFICATIONS OR THE DETAILS, ALL STEEL ITEMS PERMANENTLY EXPOSED TO EARTH OR WEATHER SHALL BE CORROSION-RESISTANT BY GALVANIZING OR BY THE USE OF STAINLESS STEEL.
 - ALL FIELD WELDS ON GALVANIZED MATERIAL SHALL BE BRUSH-COATED WITH A ZINC-RICH PAINT
 - ANY DAMAGED GALVANIZING OR PAINT TO BE FIELD REPAIRED WITH 'COLD-GALV' OR APPROPRIATE PAINT UNDER CONDITIONS APPROVED BY PRODUCT MANUFACTURER.

- 4.0 FIBER REINFORCED PLASTICS**
- ALL FRP MATERIAL SHALL BE EXTREN SERIES 500 OR EQUIVALENT, PRODUCED BY THE PULTRUSION METHOD.
 - ALL ADHESIVE RESIN SHALL BE PLEXUS METHACRYLATE OR AN EQUIVALENT ADHESIVE RESIN THAT IS COMPATIBLE WITH THE RESIN MATRIX USED IN THE STRUCTURAL SHAPES.
 - ALL FRP CONNECTIONS SHALL BE FULLY-BONDED AT EACH SIDE WITH A 1/4" PLATE AND A MINIMUM OF (2) 3/8" DIAMETER FLATHEAD FRP SCREWS PER MEMBER.
 - ISOPLAST NUTS AND BOLTS SHALL BE TIGHTENED TO A SNUG-TIGHT FIT PLUS AN ADDITIONAL 1/2 TURN, PRIOR TO BEING LOCKED WITH EPOXY.
 - ALL PANELS / SHEATHING SHALL BE FULLY BONDED WITH 3/8" FLATHEAD FRP SCREWS AT 12" O.C.
 - ALL FIELD CUT AND DRILLED EDGES, HOLES AND ABRASIONS SHALL BE SEALED WITH A CATALYZED EPOXY RESIN COMPATIBLE WITH THE MANUFACTURER'S ORIGINAL RESIN.



990 SOUTH BROADWAY, DENVER, CO 80209

PROJECT INFORMATION:

SITE NAME:
NEW BRIGHTON

SITE ID:
A100022A
ALT ID:

SITE ADDRESS:
700 SILVER LAKE RD
NEW BRIGHTON MN 55112

SITE COUNTY:
RAMSEY

Rev:	Date:	Description:	By:
A	10.27.25	PRELIMINARY	SMK
0	01.16.26	FINAL	ML



4751 FOX STREET, DENVER, CO 80216



STATE OF MINNESOTA
LICENSED PROFESSIONAL ENGINEER
61982

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

SIGNATURE: *Tim Alexander*
NAME: TIM ALEXANDER
DATE: 16 JAN 2026 LICENSE #: 61982

THIS WORK WAS PREPARED BY MYSELF OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. ALL SCALES ARE SET FOR 11"x17"

SHEET TITLE:

GENERAL NOTES

SHEET NUMBER:

GN1.0

DRAWN BY:	CHK BY:	APV BY:
SMK	ML	RG

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WEATHER PROOFING

- ALL EXTERIOR WALL OPENINGS, FLASHING, COUNTERFLASHING AND EXPANSION JOINTS SHALL BE CONSTRUCTED IN SUCH A MANNER AS TO MAKE IT WEATHERPROOF.
- THE JUNCTION OF THE ROOF AND VERTICAL SURFACES SHALL BE FLASHED AND COUNTERFLASHED IN A MANNER TO MAKE THEM WEATHERPROOF.
- PROVIDE FOR ALL TEMPORARY WEATHERPROOFING DURING THE COURSE OF WORK TO ASSURE PROTECTION AND FULL OPERATION OF THE EXISTING FACILITY.

DOORS, VENTS, AND WINDOWS

- ALL EGRESS DOORS SHALL BE ABLE TO BE OPENED FROM THE INSIDE WITHOUT USE OF KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT. ALL EXIT SIGNS SHALL HAVE LETTERS SIX INCHES HIGH MINIMUM, AND SHALL CONFORM WITH APPLICABLE CODES. REFER TO FLOOR PLANS FOR EXIT SIGN LOCATIONS.
- INSTALL PER MANUFACTURER'S PRINTED INSTALLATION INSTRUCTIONS AND RECOMMENDATIONS. WHERE DETAILED, PROVIDE ALL ADDITIONAL MATERIALS SHOWN OR NOTED. VERIFY ALL OPENING SIZES, BOTH NEW AND EXISTING PRIOR TO ORDERING. PROVIDE SPACE FOR FLASHING AS DETAILED. PROVIDE GALVANIC ISOLATION BETWEEN DISSIMILAR MATERIALS.

FINISHES

- PAINT ALL PAINTABLE ITEMS ATTACHED TO WALLS, CEILING, OR COLUMNS EXCEPT DUCTWORK AND FLEXIBLE AND/OR MOVABLE PARTS. CONCEAL ALL PIPE AND CONDUIT WHERE WALL FURRING IS PROVIDED. PRIME ALL MATERIALS WITH MATERIAL COMPATIBLE WITH SUBSTRATE. SEE FINISH SCHEDULE AND FINISH NOTES.
- OFFSET STUDS WHERE NEEDED, SO THE FINISH WALL SURFACES WILL BE FLUSH.
- PROVIDE GALVANIC ISOLATION BETWEEN DISSIMILAR METALS.
- CEILING SUSPENSION SYSTEMS SHALL BE STABILIZED AGAINST LATERAL MOVEMENT IN ACCORDANCE WITH THE REQUIREMENTS OF THE IBC, GOVERNING EDITION.
- CEILING HEIGHTS ARE FROM CONCRETE FLOOR SLAB TO GRID AT ACOUSTICAL TILE CEILING, OR FINISH AT HARD CEILING.
- ALL INTERIOR WOOD BLOCKING SHALL BE FIRE TREATED.

EQUIPMENT

- THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY INDICATED OTHERWISE OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
- VERIFY ALL EQUIPMENT MOUNTING DIMENSIONS PER MANUFACTURER DRAWINGS.
- PROVIDE SOLID BLOCKING FOR ALL WALL MOUNTED FIXTURES, DEVICES & EQUIPMENT. COORD. W/ ALL DIVISIONS OF THE SPECIFICATIONS TO VERIFY LOCATION REQUIRED.
- CONTRACTOR SHALL PROVIDE SEISMIC BRACING AND SUPPORT ALL EQUIPMENT AND MATERIALS PROVIDED.

FIRESTOPPING

- FIRESTOPPING SHALL BE PROVIDED BY A SINGLE CONTRACTOR FOR ALL TRADES USING A SINGLE MANUFACTURER'S PRODUCTS (3M OR HILTI).
- ALL RECESSED PANELS MOUNTED IN FIRE RATED WALLS SHALL BE OF FIRE RATED CONSTRUCTION TO MATCH RATING OF WALL. (I.E. TRAP PRIMERS, F.E. CABINETS, ETC.)

ELECTRICAL NOTES

- THESE PLANS ARE DIAGRAMMATIC ONLY, AND NOT TO BE SCALED.
- ELECTRICAL CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, INSURANCE, EQUIPMENT, INSTALLATION, CONSTRUCTION TOOLS, TRANSPORTATION, ETC. FOR A COMPLETE AND PROPERLY OPERATIVE SYSTEM ENERGIZED THROUGHOUT AND AS INDICATED ON DRAWINGS, AS SPECIFIED HEREIN AND/OR AS OTHERWISE REQUIRED.
- ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND IN PERFECT CONDITION WHEN INSTALLED AND SHALL BE OF THE BEST GRADE OR GROUP OF EQUIPMENT. MATERIALS SHALL BE LISTED AND APPROVED BY UNDER-WRITER'S LABORATORY AND SHALL BEAR THE INSPECTION LABEL "J" WHERE SUBJECT TO SUCH APPROVAL MATERIALS SHALL MEET WITH APPROVAL OF THE DIVISION OF INDUSTRIAL SAFETY AND ALL GOVERNING BODIES HAVING JURISDICTION. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA AND NBFU.
- ALL CONDUIT INSTALLED SHALL BE SURFACE MOUNTED UNLESS OTHERWISE NOTED.
- ELECTRICAL CONTRACTOR SHALL CARRY OUT THE WORK WITH ACCORDANCE WITH ALL GOVERNING STATE, COUNTY, LOCAL CODES AND O.S.H.A.
- ELECTRICAL CONTRACTOR SHALL SECURE ALL NECESSARY ELECTRICAL PERMITS, AND PAY ALL REQUIRED FEES.
- COMPLETE JOB SHALL BE GUARANTEED FOR A PERIOD OF NO LESS THAN ONE YEAR AFTER THE DATE OF JOB COMPLETION. ANY WORK, MATERIAL, OR EQUIPMENT FOUND TO BE FAULTY DURING THAT PERIOD SHALL BE CORRECTED AT ONCE, UPON WRITTEN NOTIFICATION, AT THE EXPENSE OF THE ELECTRICAL CONTRACTOR.
- ALL INSTALLATIONS TO MAINTAIN REQUIRED CLEARANCES
- CONTRACTOR TO SIZE CONDUCTORS PER NEC AND CARRIER REQUIREMENTS AND UPSIZE AS REQUIRED TO MINIMIZE VOLTAGE DROP.
- CONTRACTOR TO SIZE CONDUIT PER NEC
- ALL CONDUIT ONLY (C.O.) SHALL HAVE A PULL WIRE OR ROPE, AND TRUE TAPE.
- PROVIDE THE OWNER WITH ONE SET OF COMPLETE DIMENSIONS AND CIRCUITS, WITHIN 10 WORKING DAYS OF PROJECT COMPLETION. ELECTRICAL "AS BUILT" DRAWINGS, SHOWING ACTUAL LOCATION OF CONDUITS.
- ALL BROCHURES, OPERATING MANUALS, CATALOGS, SHOP DRAWINGS, ETC. SHALL BE TURNED OVER TO PROJECT MANAGER AT JOB COMPLETION.
- USE T-TAP CONNECTIONS ON ALL MULTI-CIRCUITS WITH COMMON NEUTRAL CONDUCTOR FOR LIGHTING FIXTURE. ALL CONDUCTORS SHALL BE COPPER.
- ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING RATING NOT LESS THAN THE MAXIMUM SHORT =CIRCUIT CURRENT TO WHICH THEY MAY BE SUBJECTED, AND A MINIMUM OF 10,000 A.I.C.
- PATCH, REPAIR, AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF THE ELECTRICAL WORK.
- IN DRILLING HOLES INTO CONCRETE (WHETHER FOR FASTENING OR ANCHORING PURPOSES OR PENETRATIONS THROUGH THE FLOOR FOR CONDUIT RUNS, PIPE RUNS, ETC.) IT MUST BE CLEARLY UNDERSTOOD THAT TENDONS AND RE-BARS WILL NOT BE DRILLED INTO, CUT, OR DAMAGED UNDER ANY CIRCUMSTANCES.

- LOCATION OF TENDONS AND RE-BARS ARE NOT DEFINITELY KNOWN AND THEREFORE MUST BE SEARCHED FOR BY APPROPRIATE METHODS AND EQUIPMENT VIA X-RAY, OR OTHER DEVICES THAT CAN ACCURATELY LOCATE THE REINFORCING STEEL TENDONS.
- PENETRATIONS IN FIRE RATED WALLS SHALL BE FIRE STOPPED IN ACCORDANCE WITH APPLICABLE LOCAL BUILDING CODES. USING U.L. RATED MATERIALS.
- ELECTRICAL CONTRACTOR IS TO COORDINATE WITH UTILITY COMPANY FOR CONNECTION OF TEMPORARY AND PERMANENT POWER TO THE SITE. THE TEMPORARY POWER AND ALL HOOK-UP COSTS SHALL BE PAID BY THE CONTRACTOR.
- ELECTRICAL CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AND/OR CATALOG CUT-SHEETS ON ALL NON-SPECIFIED ORIGINAL MATERIALS AND EQUIPMENT, TO PROJECT MANAGER PRIOR TO COMMENCEMENT OF THE WORK.
- UPON COMPLETION OF WORK, CONDUCT CONTINUITY AND SHORT CIRCUIT, AS WELL AS, GROUNDING TEST, GROUNDING TEST SHALL BE PERFORMED BY INDEPENDENT TESTING AGENCY, WITH WRITTEN REPORT SUBMITTED TO THE PROJECT MANAGER FOR REVIEW AND APPROVAL.
- CLEAN PREMISES DAILY OF ALL DEBRIS RESULTING FROM WORK AND LEAVE WORK PREMISES IN A COMPLETE AND UNDAMAGED CONDITION.
- ALL EXTERIOR WALL PENETRATIONS SHALL BE SEALED WITH POLYSEAM SEALANT.
- ALL #2 TINNED BARE COPPER DOWNLEADS TO BE PROTECTED BY 1/2" P.V.C. PIPE AND SECURED.
- COMPRESSION FITTINGS TO BE USED ON ALL CONDUITS (NO SET SCREWS).
- ALL #6 STRANDED COPPER WITH GREEN INSULATION TO BE ATTACHED WITH CRIMPED DOUBLE LUG, ATTACHED WITH NUTS, BOLTS AND STAR WASHERS TYPICAL AND NO-OX GREASE BETWEEN LUG AND BUS BAR.
- ALL ABOVE GROUND CONDUIT SHALL BE RIGID GALVANIZED CONDUIT WITH WEATHERPROOF FITTINGS.
- THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED BY ALL APPLICABLE CODES.

GROUNDING

- ALL METALLIC PARTS OF ELECTRICAL EQUIPMENT WHICH DO NOT CARRY CURRENT SHALL BE GROUNDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE BUILDING MANUFACTURER, CARRIER'S AND LANDLORD'S GROUNDING AND BONDING STANDARDS, AND THE NATIONAL ELECTRICAL CODE.
- PROVIDE ELECTRICAL GROUNDING AND BONDING SYSTEM INDICATED WITH ASSEMBLY OF MATERIALS, INCLUDING GROUNDING ELECTRODES, BONDING JUMPERS AND ADDITIONAL ACCESSORIES AS REQUIRED FOR A COMPLETE INSTALLATION.
- ALL GROUNDING CONDUCTORS SHALL PROVIDE A STRAIGHT DOWNWARD PATH TO GROUND WITH GRADUAL BEND AS REQUIRED. GROUNDING CONDUCTORS SHALL NOT BE LOOPED OR SHARPLY BENT. ROUTE GROUNDING CONNECTIONS AND CONDUCTORS TO GROUND IN THE SHORTEST AND STRAIGHTEST PATHS POSSIBLE TO MINIMIZE TRANSIENT VOLTAGE RISES.
- IN BUILDINGS AND/OR NEW TOWERS GREATER THAN 75 FEET IN HEIGHT AND WHERE THE MAIN GROUNDING CONDUCTORS ARE REQUIRED TO BE ROUTED TO GRADE, THE CONTRACTOR SHALL ROUTE TWO GROUNDING CONDUCTORS FROM THE ROOFTOP'S, OR TOWER'S GROUND RING, TO THE EXISTING GROUNDING SYSTEM, THE GROUNDING CONDUCTORS SHALL NOT BE SMALLER THAN #2 AWG COPPER. ROOFTOP GROUND RING SHALL BE BONDED TO THE EXISTING GROUNDING SYSTEM, THE BUILDING STEEL COLUMNS, LIGHTNING PROTECTION SYSTEM, AND BUILDING MAIN WATER LINE (FERROUS OR NONFERROUS METAL PIPING ONLY).
- TIGHTEN GROUNDING AND BONDING CONNECTORS, INCLUDING SCREWS AND BOLTS, IN ACCORDANCE WITH MANUFACTURER'S PUBLISHED TORQUE TIGHTENING VALUES FOR CONNECTORS AND BOLTS. WHERE MANUFACTURER'S TORQUING REQUIREMENTS ARE NOT AVAILABLE, TIGHTEN CONNECTIONS TO COMPLY WITH TIGHTENING TORQUE VALUES SPECIFIED IN UL TO ASSURE PERMANENT AND EFFECTIVE GROUNDING. CONTRACTOR SHALL VERIFY THE LOCATIONS OF GROUNDING TIE-IN-POINTS TO THE EXISTING.
- ALL UNDERGROUND GROUNDING CONNECTIONS SHALL BE MADE BY THE GROUNDING SYSTEM. EXOTHERMIC WELD PROCESS AND INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- ALL GROUNDING CONNECTIONS SHALL BE INSPECTED FOR TIGHTNESS. EXOTHERMIC WELDED CONNECTIONS SHALL BE APPROVED BY THE INSPECTOR HAVING JURISDICTION BEFORE BEING PERMANENTLY CONCEALED.
- APPLY CORROSION-RESISTANCE FINISH TO FIELD CONNECTIONS AND PLACES WHERE FACTORY APPLIED PROTECTIVE COATINGS HAVE BEEN DESTROYED.
- A SEPARATE, CONTINUOUS, INSULATED EQUIPMENT GROUNDING CONDUCTOR SHALL BE INSTALLED IN ALL FEEDER AND BRANCH CIRCUITS.
- BOND ALL INSULATED GROUNDING BUSHINGS WITH A BARE 6 AWG GROUNDING CONDUCTOR TO A GROUND BUS.
- DIRECT BURIED GROUNDING CONDUCTORS SHALL BE INSTALLED AT A NOMINAL DEPTH OF 36" MINIMUM BELOW GRADE, OR 6" BELOW THE FROST LINE, USE THE GREATER OF THE TWO DISTANCES.
- ALL GROUNDING CONDUCTORS EMBEDDED IN OR PENETRATING CONCRETE SHALL BE INSTALLED IN SCHEDULE 40 PVC CONDUIT.
- THE INSTALLATION OF A CHEMICAL ELECTROLYTIC GROUNDING SYSTEM IS NOT PERMITTED UNLESS SPECIFICALLY NOTED.
- DRIVE GROUND RODS UNTIL TOPS ARE A MINIMUM DISTANCE OF 36" DEPTH OR 6" BELOW FROST LINE, USING THE GREATER OF THE TWO DISTANCES.
- IF COAX ON THE ICE BRIDGE IS MORE THAN 6 FT. FROM THE GROUND BAR AT THE BASE OF THE TOWER, A SECOND GROUND BAR WILL BE NEEDED AT THE END OF THE ICE BRIDGE, TO GROUND THE COAX CABLE GROUNDING KITS AND IN-LINE ARRESTORS
- CONTRACTOR SHALL REPAIR, AND/OR REPLACE, EXISTING GROUNDING SYSTEM COMPONENTS DAMAGED DURING CONSTRUCTION AT THE CONTRACTORS EXPENSE.
- EXTERIOR GROUND RINGS SHALL BE TESTED AND SHALL HAVE A RESISTANCE TO EARTH OF 5 OHMS OR LESS. IF NOT NOTIFY ENGINEER.

COMMUNICATIONS

GENERAL CABLING

- ALL INSTALLED CABLES SHALL HAVE SHEATHS (RISER / PLENUM / OUTDOOR / UV RESISTANT) APPROPRIATE FOR THE MOST RESTRICTIVE ENVIRONMENT WHICH THEY WILL TRAVERSE.
- ALL CABLING TO BE SUPPORTED AND LACED PER NEC, LOCAL REQUIREMENTS AND TO MEET CARRIER SPECIFICATIONS.
- MAINTAIN REQUIRED SEPARATION BETWEEN CONDUCTORS AND OTHER CABLES AS PRESCRIBED BY CARRIER SPECIFICATIONS AND BEST PRACTICES.
- ALL FIRE, SMOKE OR DRAFT BARRIERS SHALL BE REPAIRED SUCH THAT THEY MAINTAIN THEIR INTENDED / REQUIRED RATINGS.
- PLANS ARE NOT TO BE SCALED. USE DIMENSION CALL-OUTS FOR ESTIMATES. CABLE LENGTHS ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY ALL LENGTHS PRIOR TO ORDERING.

FIBER OPTICS

- VERIFY SINGLE-MODE OR MULTI-MODE AND CONNECTOR TYPE
- ALL CABLES AND CONNECTORS TO BE PRE-APPROVED, OR AN EXCEPTION OBTAINED PRIOR TO PURCHASE AND INSTALLATION
- ALL FIBER STRANDS SHALL BE FUSION SPLICED THROUGHOUT OUT THE LENGTH OF THE RUN AND BE TERMINATED AT EACH END OF TRUNK UNLESS SPECIFICALLY NOTED.
- ALL TERMINATIONS TO BE LANDED IN A BULKHEAD OR COILED AND PROTECTED IN A SPLICE CASE IF BULKHEAD IS SPACE CONSTRAINED.
- ALL SPLICES TO BE FUSION TYPE AND INDIVIDUAL SPLICES SHALL HAVE A LOSS OF LESS THAN 0.1 dB. ANY SPLICES WITH HIGHER LOSSES TO BE REMADE.
- ALL FIBERS TO BE TESTED WITH OTDR AND POWER METER. OTDR AND OPTICAL LOSS REPORT PROVIDED IN CLOSEOUT PACKAGE.
- ALL FIBER CABLING TO BE INSTALLED IN PROTECTIVE CABLE MANAGEMENT SYSTEMS, DUCT OR BE ARMORED CABLE WHERE TRAVERSING SHARED SPACE.

COAX AND ANTENNAS

- ALL ANTENNA MOUNTS SHALL BE INSTALLED IN ACCORDANCE WITH ANSI/TIA-222 AND APPLICABLE LOCAL CODES
- ALL COAX TO BE INSTALLED PER CARRIER SPECIFICATIONS, SUPPORTED AT A MINIMUM OF EVERY 4'-0" IN PROPERLY SIZED BLOCKS OR OTHER COAX SUPPORTS U.N.O.
- ALL COAX TRAVERSING EXTERIOR WALLS SHALL BE PROTECTED ON INTERIOR SIDE WITH LIGHTNING SURGE SUPPRESSOR GROUNDED TO BUILDING GROUNDING SYSTEM OR STEEL (NOT LIGHTNING PROTECTION SYSTEM). PROVIDE COAX GROUND KIT AT ANTENNA AND AS REQUIRED BY CARRIER.
- ALL COAX TERMINATIONS SHALL BE LOW PIM AND APPROVED BY CARRIER.
- MAINTAIN MINIMUM BEND RADIUS AND SUPPORT CABLE AS NEEDED TO PROTECT CABLES FROM SAGGING, KINKING OR BEING CAUGHT.
- ALL COAX TO BE SWEEP (DTF & RETURN LOSS) AND PIM TESTED WITH PASSING REPORTS PROVIDED TO CARRIER.
- PROVIDE 50 OHM LOAD ON ALL UNUSED PORTS.
- WATERPROOF ALL EXTERIOR CONNECTIONS AND ANY OTHER CONNECTIONS EXPOSED TO MOISTURE OR CONDENSING ENVIRONMENTS WITH SELF-AMALGAMATING BUTYL TAPE WITH MINIMUM 1/2" OVERLAP.
- TORQUE ALL CONNECTIONS TO MANUFACTURER SPECIFICATIONS WITH APPROPRIATE TORQUE WRENCH.
- MOUNT GPS ANTENNA ON 1-1/4" SCH. 40 STEEL OR STAINLESS STEEL WITH BURNDY GROUNDING CLAMP THIN 2" OF VERTICAL.



990 SOUTH BROADWAY, DENVER, CO 80209

PROJECT INFORMATION:

SITE NAME:
NEW BRIGHTON

SITE ID:
A100022A
ALT ID:

SITE ADDRESS:
700 SILVER LAKE RD
NEW BRIGHTON MN 55112

SITE COUNTY:
RAMSEY

Rev:	Date:	Description:	By:
A	10.27.25	PRELIMINARY	SMK
0	01.16.26	FINAL	ML



4751 FOX STREET, DENVER, CO 80216



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

SIGNATURE: *Tim Alexander*
NAME: TIM ALEXANDER
DATE: 16 JAN 2026 LICENSE #: 61982

THIS WORK WAS PREPARED BY MYSELF OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. ALL SCALES ARE SET FOR 11"x17"

SHEET TITLE:

GENERAL NOTES

SHEET NUMBER:

GN1.1

DRAWN BY:	CHK BY:	APV BY:
SMK	ML	RG

T:\Net-COA100022A\HARDENING NATIONAL\A&E\CAD\A100022A_HARDENING NATIONAL.dwg PLOT DATE: 10/28/2025 BY:Michael Laster

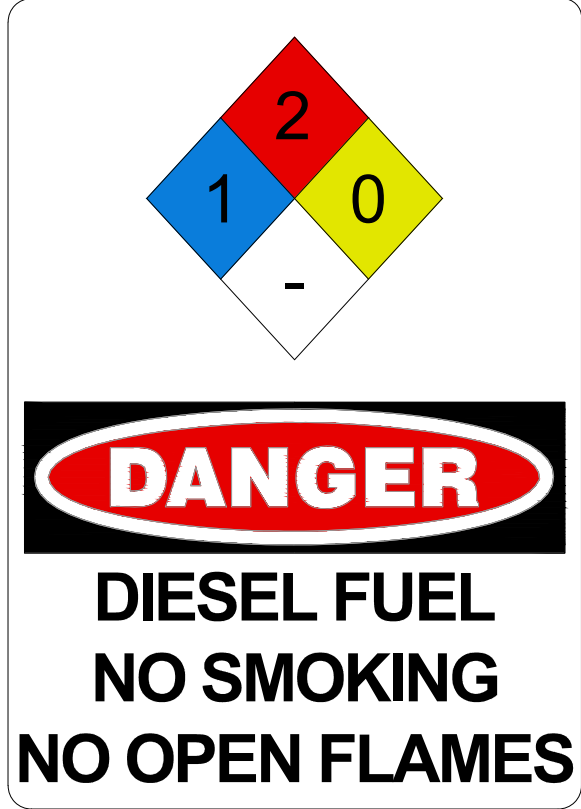
GENERATOR NOTES

DIESEL GENERATOR: EXTERIOR
EMERGENCY BACKUP POWER
48kW GENERAC DIESEL GENERATOR ABOVE GROUND SUB-BASE TANK
CONTAINING 240 GALLONS OF #2D FUEL

FUEL TANK LOAD DURATION CALC:
TANK SIZE = 210 PER MFR DATA FUEL FILL ALARM @ 90% = 206 GALLONS
FUEL CONSUMPTION RATE = 3.98 GPH @ 100% PER MFR CUT SHEET
LOW FUEL ALARM SET @ 2HRS RUNTIME x 133% = 10.6 GALS (3.98 GPH x 2HRS x 133% = 10.6 GALS)
240 GAL TANK PROVIDED / 3.98 GPH = 57.5 HR RUN TIME

- LOCATION OF EXTERIOR TANKS**
 - CLEARANCE (IFC 5704.2.9.6.1.1 & NFPA TABLE 22.4.1.1A & NFPA 37.4.1.4) GENERATOR TANKS WITH A CAPACITY LESS THAN 275 GALLONS MUST BE A MIN. OF 5' FROM A PROPERTY LINE, R.O.W, OPENINGS IN WALLS OR STRUCTURE WITH COMBUSTIBLE WALLS. TANKS WITH CAPACITY 276-750 MUST BE 10' FROM PROPERTY LINE
 - WORKING SPACE (NFPA 70 TABLE 110.26.A1) WORKING SPACE FOR ELECTRICAL EQUIPMENT OF 0-600 VOLTS SHALL BE A MIN. OF 3' ON FRONT/SERVICE SIDE
 - WORKING CLEARANCE (IFC 604.1.2 & NFPA 110 7.9.12.1) A MINIMUM CLEARANCE OF 3FT SHALL BE MAINTAINED ON ALL SIDES OF FUEL TANK.
- SIGNAGE**
 - "NO SMOKING OR OPEN FLAME" (IFC 5704.2.3.1) THE FOLLOWING SIGNS MADE OF DURABLE MATERIAL ARE REQUIRED ON THE GENERATOR ROOM DOOR (SEE EXAMPLE AT BOT. OF NOTES)
 - NFPA HAZMAT PLACARD: (IFC 5003.5 & NFPA 704) VISIBLE HAZARD IDENTIFICATION SIGNS AS SPECIFIED BY NFPA 704 SHALL BE PLACED ON GENERATOR ROOM DOOR REFLECTING THE HIGHEST HAZARD WITHIN THE COMPOUND (SEE EXAMPLE)
 - FILLING INSTRUCTIONS: (IFC 5704.2.9.7.6.1) A PERMANENT SIGN SHALL BE PROVIDED AT THE FILL POINT FOR THE TANK, DOCUMENTING THE FILLING PROCEDURE AND TANK CALIBRATION CHART.
 - EMERGENCY SHUT DOWN PROCEDURES: (NFPA 37.10.2.1) PROVIDE CLEAR EMERGENCY SHUTDOWN PROCEDURES FOR SAFELY DISABLING THE GENERATOR
- TANK VENTILATION** (IFC 5704.2.9.7.2 & IFC 5704.2.7.3. & NFPA 30 & DFC 5704.2.7.3.3)
 - CLEARANCE: STORAGE TANKS MUST BE EQUIPPED WITH NORMAL AND EMERGENCY VENTING. NORMAL TANK VENT PIPES MUST EXIT STRUCTURE AND SHALL BE NO SHORTER THAN 12 FEET ABOVE FINISHED GROUND. VAPORS SHALL BE DISCHARGED AWAY FROM EAVES OR OBSTRUCTIONS. EMERGENCY VENT PIPES MUST EXIT STRUCTURE AND SHALL COMPLY WITH NFPA 30/22.7.
 - WEATHER PROOF CAPS: (IMC 1305.7) WEATHER PROOF CAPS SHALL BE PROVIDED ON ALL VENT PIPES WITH THE SAME FREE OPEN VENT AREA AS THE CROSS SECTION OF THE VENT PIPE. SCREENS SHALL NOT BE FINER THEN NO.4 MESH
 - VENT PIPE STATIC HEAD (IMC 1305.7) IF THE STATIC HEAD WITH A VENT PIPE FILLED WITH OIL EXCEEDS 10 PSI THE TANK SHALL BE DESIGNED FOR THE MAXIMUM STATIC HEAD THAT WILL BE IMPOSED. ALL VENT PIPES AT THIS SITE ARE 12' HIGH WHICH DO NOT EXCEED 10 PSI.
 - 1 PSI = 2.31 FT OF VENT RISE
 - 12FT H VENT / 2.31 FT = 5.19 PSI
- GENERATOR EXHAUST PIPE:** (NFPA 37 8.2.3.2) EXHAUST SYSTEM TERMINATIONS SHALL NOT BE DIRECTED TOWARD COMBUSTIBLE MATERIAL OR STRUCTURES OR INTO ATMOSPHERES CONTAINING FLAMMABLE GASSES, FLAMMABLE VAPORS, OR COMBUSTIBLE DUSTS.
- OVERFILL PREVENTION TANKS INSIDE BUILDINGS:** (5704.2.9.5.1) TANKS SHALL BE EQUIPPED WITH THE FOLLOWING:
 - A FLOAT VALVE
 - PRESET METER ON FILL LINE
 - A VALVE ACTUATED BY THE WEIGHT OF THE TANKS CONTENTS
 - LOW-HEAD PUMP WHICH IS INCAPABLE OF PRODUCING OVERFLOW OR A LIQUID TIGHT OVERFLOW PIPE AT LEAST ONE PIPE SIZE LARGER THAN THE FILL PIPE AND DISCHARGING BY GRAVITY BACK TO THE OUTSIDE SOURCE OF LIQUID OR TO AN APPROVED LOCATION
- VEHICLE IMPACT PROTECTION:** (IFC 5703.64 & 312.2) GUARD POSTS / BOLLARDS MEETING THE FOLLOWING REQUIREMENTS SHALL BE PROVIDED TO PROTECT TANKS WITH COMBUSTIBLE / FLAMMABLE LIQUIDS.
 - CONSTRUCTED OF MIN. 4"Ø STL PIPE IN FOOTING MIN. 15"Ø & MIN. 3' DEPTH
 - SPACED NO MORE THAN 4' APART BETWEEN POSTS ON CENTER
 - LOCATED NO LESS THAN 3' FROM PROTECTED OBJECT AND STANDING MIN. 3' TALL
- HAZARDOUS MATERIALS INVENTORY STATEMENT:** (IFC APPENDIX H)
 - ALL HAZARDOUS CHEMICALS MUST BE REPORTED TO LOCAL COUNTY FIRE DEPARTMENT PRIOR TO INSPECTION.
- FIRE EXTINGUISHER:** (IFC 906.1, NFPA-10, NFPA-76, OSHA 29 CGR 1910.157)
 - FIRE EXTINGUISHER INSTALLED SHALL BE A MIN. RATING OF 4A:40B:C
 - LOCATION: (NFPA 10-6.1.3.1) A FIRE EXTINGUISHER SHALL BE CONSPICUOUSLY LOCATED WHERE IT IS READILY ACCESSIBLE AND IMMEDIATELY AVAILABLE IN THE EVENT OF A FIRE.
 - LOCATION: (NFPA 10-6.3.1.1) A FIRE EXTINGUISHER RATED 40-B MUST BE WITHIN 30' OF CLASS B LIQUID HAZARD. FIRE EXTINGUISHER RATED 80-B MUST BE WITHIN 50' OF CLASS B LIQUID HAZARD.
 - HEIGHT: (NFPA 10-6.1.3.8) FIRE EXTINGUISHER SHALL BE INSTALLED SO THAT THE TOP OF THE FIRE EXTINGUISHER IS BETWEEN 3.5 AND 5 FT A.F.F.
- SPILL CONTAINER KIT:** (IFC 5704.2.9.7.8 & IFC 5704.2.7.5.6) A SPILL CONTAINER WITH A CAPACITY OF AT LEAST 5 GALLONS SHALL BE PROVIDED WITH EACH FILL CONNECTION. FOR TOP FILL TANKS CONTAINER MUST BE NON-COMBUSTIBLE, FIXED TO TANK AND EQUIPPED WITH MANUAL DRAIN VALVE THAT DRAINS INTO PRIMARY TANK. A PORTABLE CONTAINER IS ALLOWED WITH REMOTE FILL TANKS. TANK MUST BE MAX 5' A.F.G. AND MIN. 5' FROM BUILDING OPENINGS.
- INSPECTIONS:** CONTRACTOR SHALL VERIFY WITH LOCAL FIRE DEPARTMENT INSPECTION REQUIREMENTS INCLUDING
 - INSPECTION TEAM WITNESS FILLING OF THE DIESEL TANK.
 - INSPECTION TEAM WITNESS DEMONSTRATION OF FLOAT SWITCH SET POINTS OF 90% AND 40 %.
- DIESEL SUB BASE TANK CONSTRUCTION:** (IFC 5704.2.7, NFPA 30-21.4.2.1.1, UL 142)
 - FUEL CONTAINMENT BASIN: SUB BASE TANK SHALL INCLUDE WELDED STEEL CONTAINMENT BASIN

- SIZED AT A MINIMUM OF 125% OF THE TANK CAPACITY TO PREVENT ESCAPE OF FUEL IN THE EVENT OF A TANK RUPTURE
- LEAK DETECTION SYSTEM: A FUEL CONTAINMENT BASIN LEAK DETECTOR SHALL BE SUPPLIED AND WIRED FOR ALARM CONDITION VISIBLE FOR GENERATOR CONTROL PANEL
 - SUB BASE TANK VENTING: NORMAL EMERGENCY VENTING SHALL BE SIZED PER UL 142 SPECIFICATION FOR WETTED SURFACE AREA OF TANK.
 - ENGINE ENVIRONMENTAL SPILL PROTECTION: TOP OF FUEL TANK BASE SHALL INCLUDE SPILL CONTAINMENT TO CATCH ANY EXCESS SPILL OR LEAKS FROM ENGINE AND COOLING SYSTEM. THIS SHALL BE SIZED FOR 125% OF ENGINE FLUIDS AND FUEL SPILL CONTAINMENT.
- REMOTE MANUAL STOP:** (NFPA 110 5.6.5.6 & 5.6.5.6.1) ROTATING PRIME MOVER EQUIPMENT (DIESEL ENGINE) SHALL HAVE A REMOTE MANUAL STOP STATION LOCATED IN APPROVED LOCATION. REMOTE MANUAL STOP STATION SHALL BE CLEARLY LABELED.
 - REMOTE STATUS PANEL:** ALL GENERATORS SHALL BE PROVIDED WITH A REMOTE STATUS PANEL THAT SHOWS THE FOLLOWING:
 - OPERATING STATUS (ON-OFF) AND MALFUNCTION INDICATION PANEL (PER NFPA 110)
 - INDICATION OF TRANSFER SWITCH POSITION (NORMAL-EMERGENCY)
 - INDICATION THAT GENERATOR IS IN AUTOMATIC MODE
 - MAIN FUEL OIL STORAGE TANK LOW FUEL LEVEL ALARM. THE LOW FUEL SENSING SWITCH SHALL INDICATE WHEN LESS THAN THE MINIMUM FUEL NECESSARY FOR FULL LOAD RUNNING AS PER NFPA 110 SECTION 5.5.2 OR A MINIMUM OF 75% OF THE TANK SIZE.
 - GENERATOR TANK MAX STATIC HEAD** (IMC 1305.7) "IF THE STATIC HEAD WITH A VENT PIPE FILLED WITH OIL EXCEEDS 10 POUNDS PER SQUARE INCH (PSI) (69 KPA), THE TANK SHALL BE DESIGNED FOR THE MAXIMUM STATIC HEAD THAT WILL BE IMPOSED." GENERAC TANKS ARE DESIGNED TO RELEASE PRESSURE CAP LIMITING PRESSURE AT 2.5 PSI. REFER TO GENERAC TANK CUT SHEET.
 - MAXIMUM ALLOWABLE QUANTITY HAZARDOUS MATERIALS** (IFC TABLE 5003.1.1(1), 5003.9.10, 903.3.1.1) MAXIMUM ALLOWABLE QUANTITY OF CLASS II LIQUID IS 240 GALLONS WHEN STORED IN EXHAUSTED ENCLOSURE. AMOUNT INCREASES TO 480 GAL WHEN ALSO INSTALLING APPROVED FIRE SUPPRESSION SYSTEM.



*INSTALL RATED FIRE EXTINGUISHER & SIGNS PER LOCAL JURISDICTION REQUIREMENTS

PERMIT & INSPECTION NOTES

- CONTRACTOR SHALL PROVIDE ANY INSPECTIONS REQUIRED BY LOCAL JURISDICTION PRIOR TO FUELING THE GENERATOR.
- LEGALLY REQUIRED EMERGENCY OR STANDBY GENERATORS SHALL BE ACCEPTANCE TESTED IN ACCORDANCE WITH NFPA 110. DOCUMENTATION SHALL BE PROVIDED BY CONTRACTOR TO THE LOCAL JURISDICTION OUTLINING THE NFPA 110 ACCEPTANCE TEST CONDUCTED AND RESULTS SHOWING CONFORMITY WITH NFPA 110 ACCEPTANCE TESTING REQUIREMENTS.
- CONTRACTOR SHALL INQUIRE WITH LOCAL JURISDICTION FOR ANY ADDITIONAL ANNUAL PERMITS RELATING TO GENERATORS OR COMBUSTIBLE STORAGE.



PROJECT INFORMATION:

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NEW BRIGHTON

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A100022A
ALT ID:

SITE ADDRESS:
700 SILVER LAKE RD
NEW BRIGHTON MN 55112

SITE COUNTY:
RAMSEY

Rev:	Date:	Description:	By:
A	10.27.25	PRELIMINARY	SMK
0	01.16.26	FINAL	ML



LICENSED PROFESSIONAL ENGINEER
TIM ALEXANDER
STATE OF MINNESOTA
61982

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

SIGNATURE: *Tim Alexander*
NAME: TIM ALEXANDER
DATE: 16 JAN 2026 LICENSE #: 61982

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SHEET TITLE:

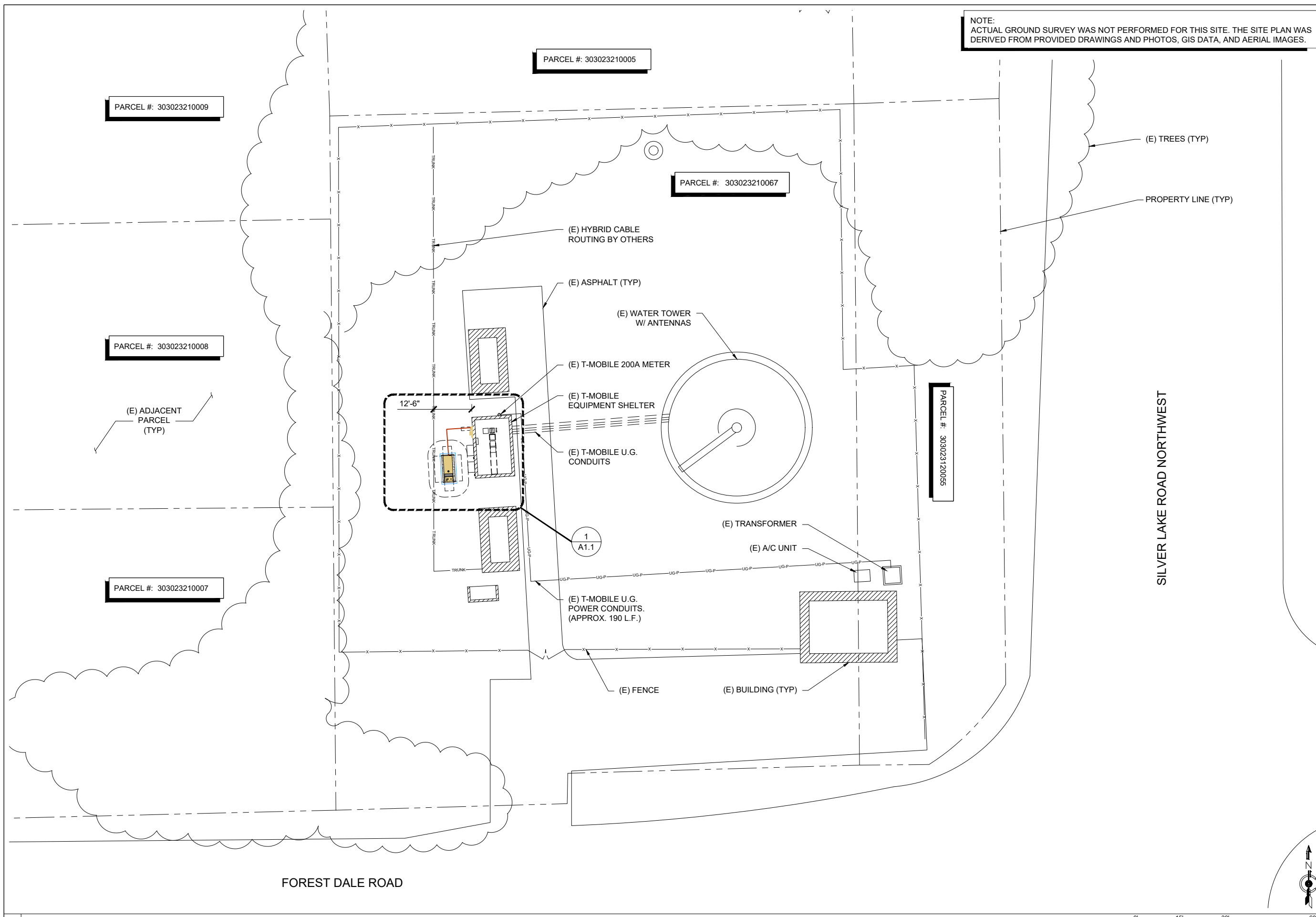
GENERAL NOTES

SHEET NUMBER:
GN1.2

DRAWN BY: SMK **CHK BY:** ML **APV BY:** RG

T:\Net-COA\00022\HARDENING NATIONAL\A\00022A\HARDENING NATIONAL_A and E_CDS.dwg PLOT DATE: 10/28/2025 BY:Michael Laister

NOTE:
ACTUAL GROUND SURVEY WAS NOT PERFORMED FOR THIS SITE. THE SITE PLAN WAS DERIVED FROM PROVIDED DRAWINGS AND PHOTOS, GIS DATA, AND AERIAL IMAGES.



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UCI²
 CONSTRUCTION SERVICES, LLC
 4751 FOX STREET, DENVER, CO 80216

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 STATE OF MINNESOTA
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SHEET TITLE:
OVERALL SITE PLAN

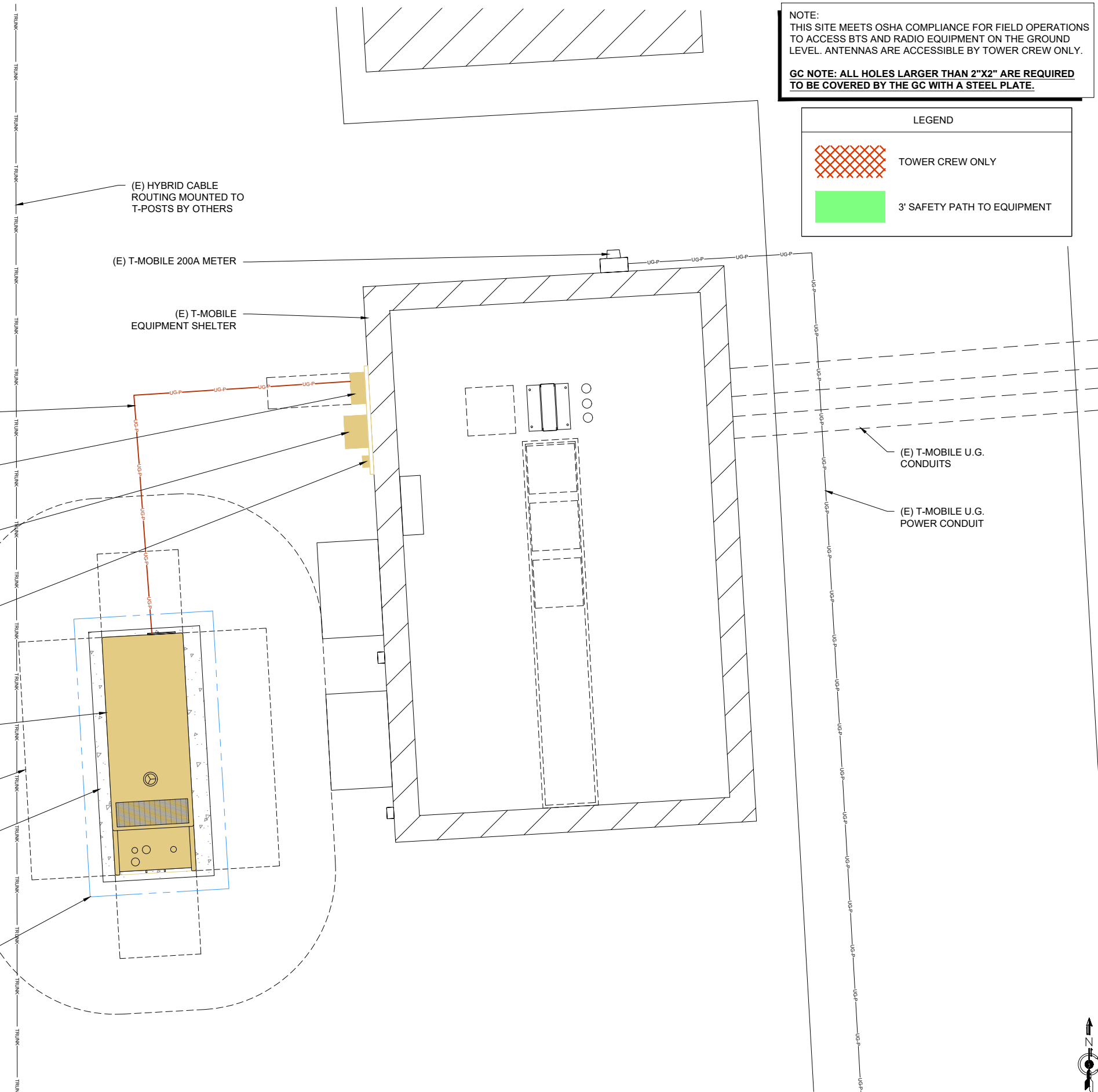
SHEET NUMBER:
A1.0

DRAWN BY: **SMK** CHK BY: **ML** APV BY: **RG**



2 LEASE AREA PHOTO

- (N) U.G. CONDUIT FROM ATS TO GENERATOR RE: A3.0
- (N) T-MOBILE ATS MOUNTED TO (E) UNISTRUT PER MFG. SPECS. (RE: A3.7,A3.8)
- (N) T-MOBILE 10 LB DRY CHEMICAL FIRE EXTINGUISHER INSIDE WEATHERPROOF CABINET (CATO MODEL 05-10 RRC-H OR APPROVED EQUIVALENT) TO BE INSTALLED ON (E) UNISTRUT
- (N) T-MOBILE GENERATOR E-STOP BUTTON MOUNTED TO (E) UNISTRUT PER MFG. SPECS.
- (N) T-MOBILE GENERAC RD048 GENERATOR MOUNTED TO (N) CONCRETE PAD PER MFG. SPECS. (RE: 1/A3.2-A3.6)
- (N) 3' ACCESS & MAINTENANCE CLEARANCE
- (N) T-MOBILE 4' X 9' CONCRETE PAD (RE: 4/A3.0)
- (N) 5' NFPA CLEARANCE
- (N) 5'x10' LEASE AREA



NOTE:
THIS SITE MEETS OSHA COMPLIANCE FOR FIELD OPERATIONS TO ACCESS BTS AND RADIO EQUIPMENT ON THE GROUND LEVEL. ANTENNAS ARE ACCESSIBLE BY TOWER CREW ONLY.

GC NOTE: ALL HOLES LARGER THAN 2"X2" ARE REQUIRED TO BE COVERED BY THE GC WITH A STEEL PLATE.

LEGEND

- TOWER CREW ONLY
- 3' SAFETY PATH TO EQUIPMENT



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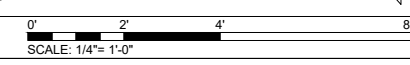
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SHEET TITLE:
ENLARGED SITE PLAN

SHEET NUMBER:
A1.1

DRAWN BY: SMK **CHK BY:** ML **APV BY:** RG

1 ENLARGED SITE PLAN



T:\Min-COA\100022A\HARDENING NATIONAL\A&E\CAD\A100022A_HARDENING NATIONAL_A and E_CDS.dwg PLOT DATE: 10/28/2025 BY:Michael Laster

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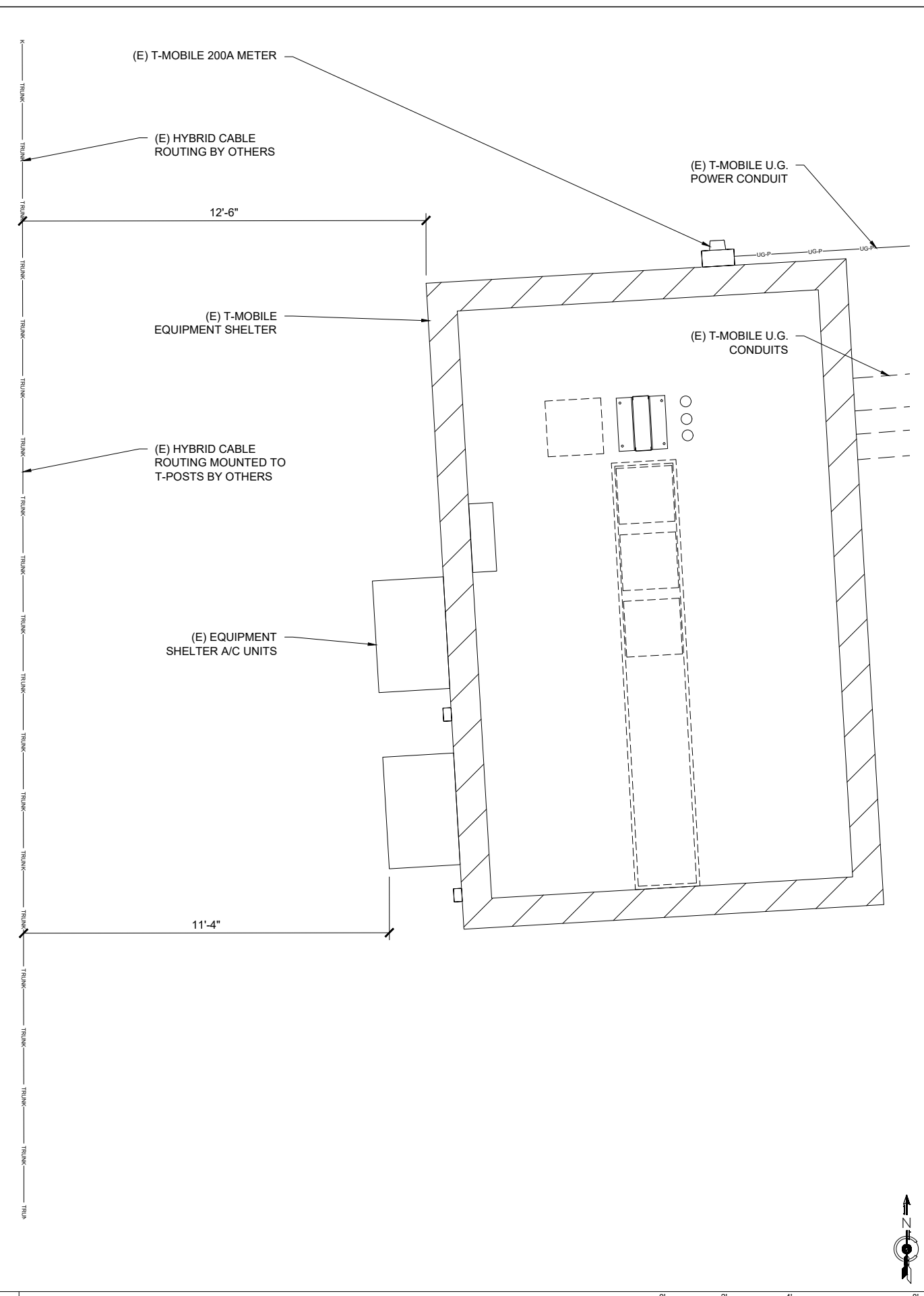
(N) EQUIPMENT PLAN

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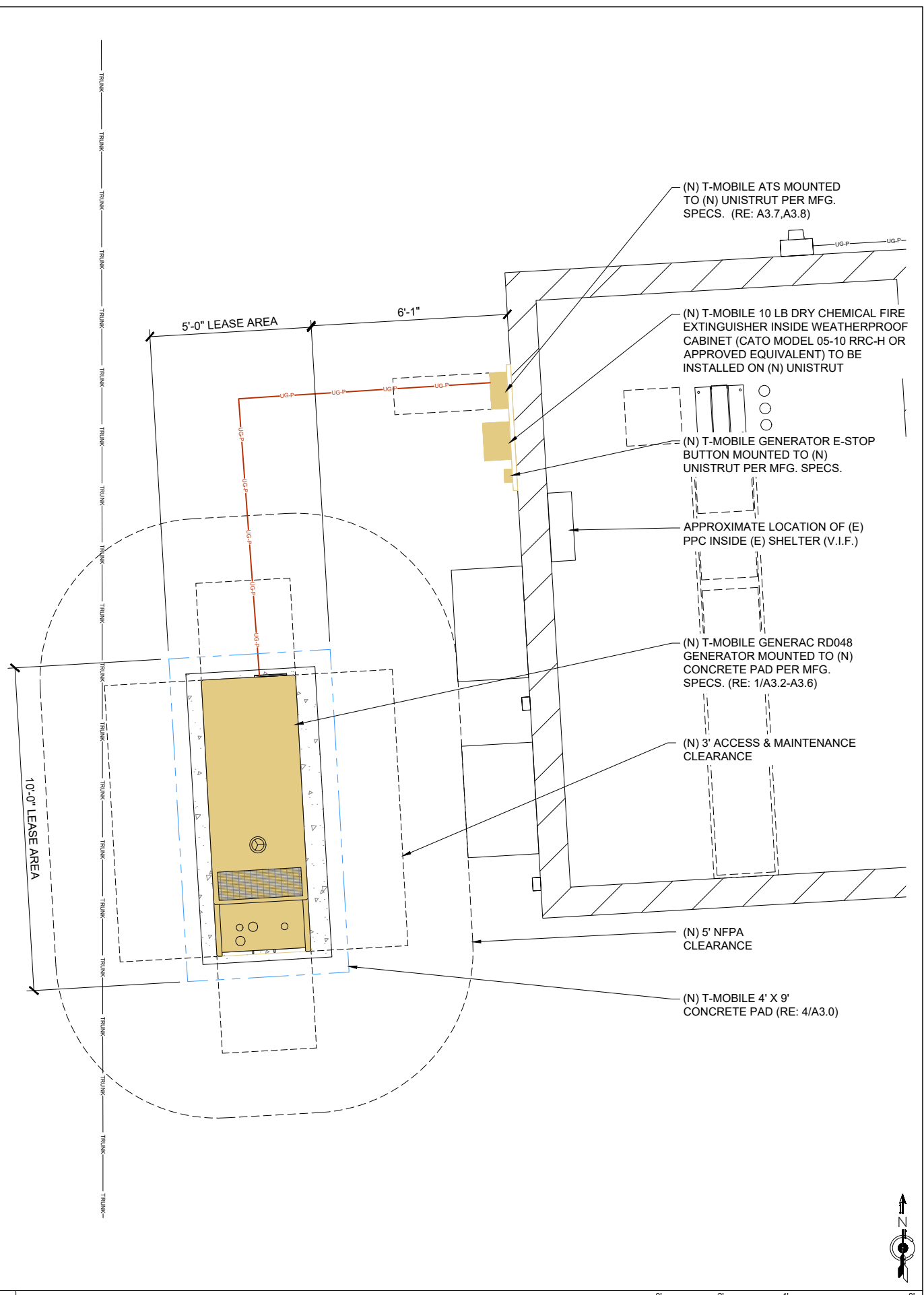
A2.0

DRAWN BY: CHK BY: APV BY:

SMK ML RG

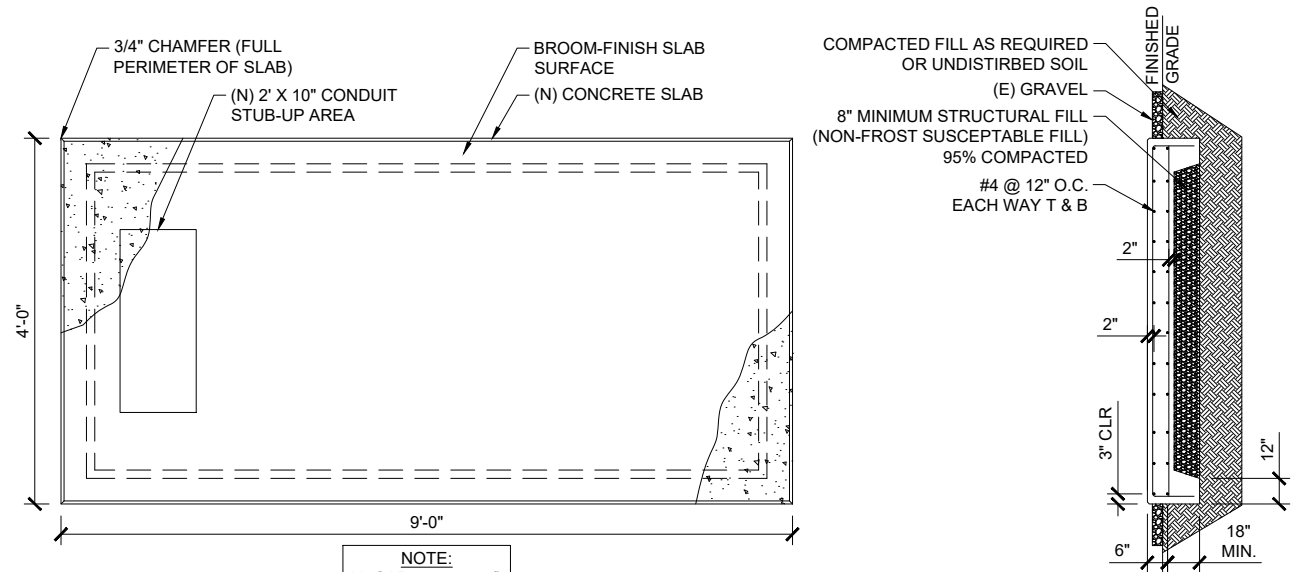


2 EXISTING EQUIPMENT PLAN



1 (N) EQUIPMENT PLAN

T:\Non-COA\100022A\HARDENING NATIONAL\A&E\CAD\100022A_HARDENING NATIONAL_A and E_CDS.dwg PLOT DATE: 10/28/2025 BY:Michael Laister



NOTE:
LL CAP = 2,000 psf

- CONCRETE SLAB CONSTRUCTION NOTES**
- REFER TO THE SITE PLAN FOR ACTUAL SLAB DIMENSIONS AND TOP OF SLAB ELEVATION (MINIMUM OF 3" ABOVE EXISTING SITE GRADE).
 - CONCRETE SLAB SHALL BE 3,500 psi IN 21 DAYS W/ 5% AIR-ENTRAINMENT.
 - WATER-CEMENT RATIO OF CONCRETE SLAB SHALL NOT EXCEED 0.55.
 - STEEL REINFORCEMENT SHALL BE ASTM A615 GRADE 60.
 - SPLICE REBAR WHERE NECESSARY 12" FOR #3 BARS & 18" FOR #4 BARS.
 - THE SLAB SHALL SLOPE THE SHORT DIRECTION 1/4" PER 12" FOR DRAINAGE.
 - THE SLAB SURFACE IS TO BE BROOM-FINISHED.
 - THE PERIMETER SLAB EDGE SHALL HAVE A 3/4" CHAMFER.
 - 3/4" DEEP V-GROOVE (OR SAW-CUT) CONTROL JOINTS SHALL BE PLACED NOT TO EXCEED 12' O.C.
 - THE SLAB SHALL BEAR OVER 8" MINIMUM OF 3/4" MINUS CLEAN-CRUSHED GRAVEL PLACED OVER THE SUB-GRADE.
 - THE SUB-GRADE SHALL BE PREPARED AS FOLLOWS:
 - MATERIAL: THE TOP 6" SHALL BE COMPOSED OF GRANULAR OR GRAVELLY SOIL THAT IS PREDOMINANTLY SANDY WITH NO MORE THAN A MODERATE AMOUNT OF SILT OR CLAY.
 - PERMEABILITY: SUB-GRADE SHALL BE DETERMINED IN ACCORDANCE W/ ASTM D3385.
 - COMPACTION: COMPACT SUB-GRADE TO A MINIMUM OF 90% AND A MAXIMUM OF 95%. COMPACTION SHALL BE IN ACCORDANCE W/ ASTM D 1557.
 - MOISTURE: THE SUB-GRADE MOISTURE CONTENT SHALL BE 1% - 3% ABOVE OPTIMUM AS DETERMINED BY ASTM D 1557 F.
 - COORDINATE W/ EQUIPMENT INSTALLER FOR PLACEMENT OF EQUIPMENT ANCHORS AND CONDUIT STUB-UPS.
 - EXTERIOR GRADE WITHIN 24" OF NEW CONCRETE SLAB SHALL BE COMPACTED AS PER THE SUB-GRADE PREPARATION NOTES ABOVE.
 - PROVIDE INSULATED TOPPING SLAB, AND/OR WATER VAPOR MEMBRANE AS REQUIRED BY THE EQUIPMENT MANUFACTURER FOR THE SITE LOCATION.

MANUFACTURE:	GENERAC
MODEL NUMBER:	RD048
TYPE:	48KW DIESEL
POWER RATING:	120/240VAC, 1Ø
BREAKER SIZE:	200A/2P
UL142 BASE TANK SIZE (USABLE):	240 GAL
REMOTE FUEL ALARM BOX:	GENERAC PART# OF2908*

VENT EXTENSION: BILL OF MATERIALS	
2	10' LENGTHS OF SCH 40 STEEL
1	SHORT 2" FEMALE NIPPLE STEEL (FOR VENT CAP)

- CONTRACTOR TO PROVIDE THE FOLLOWING:
- SIGNAGE
 - TANK VENTILATION
 - FIRE EXTINGUISHER
 - SPILL CONTAINER KIT
- REFER TO GN1.2 FOR SPECIFIC REQUIREMENTS

*PARTS MAY VARY PER MANUFACTURER (GC TO VERIFY)
NOTE: REFER TO SHEET GN1.2 FOR ADDITIONAL GENERATOR INFORMATION



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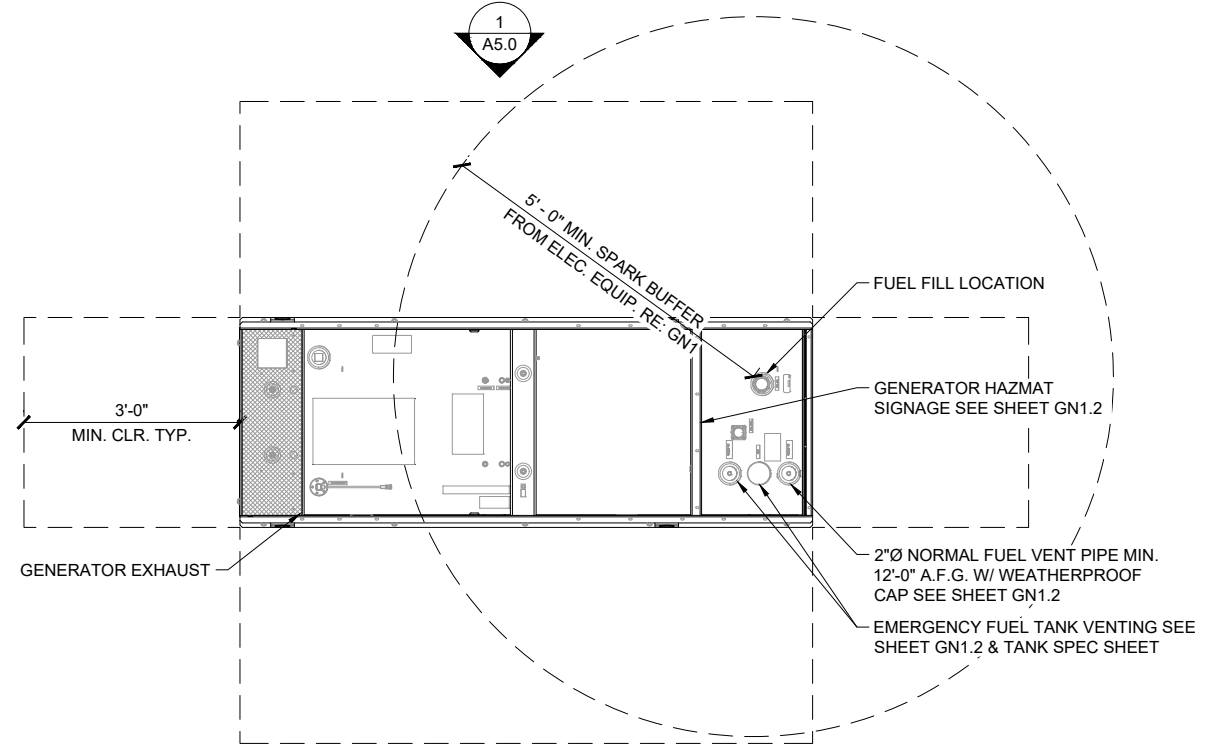
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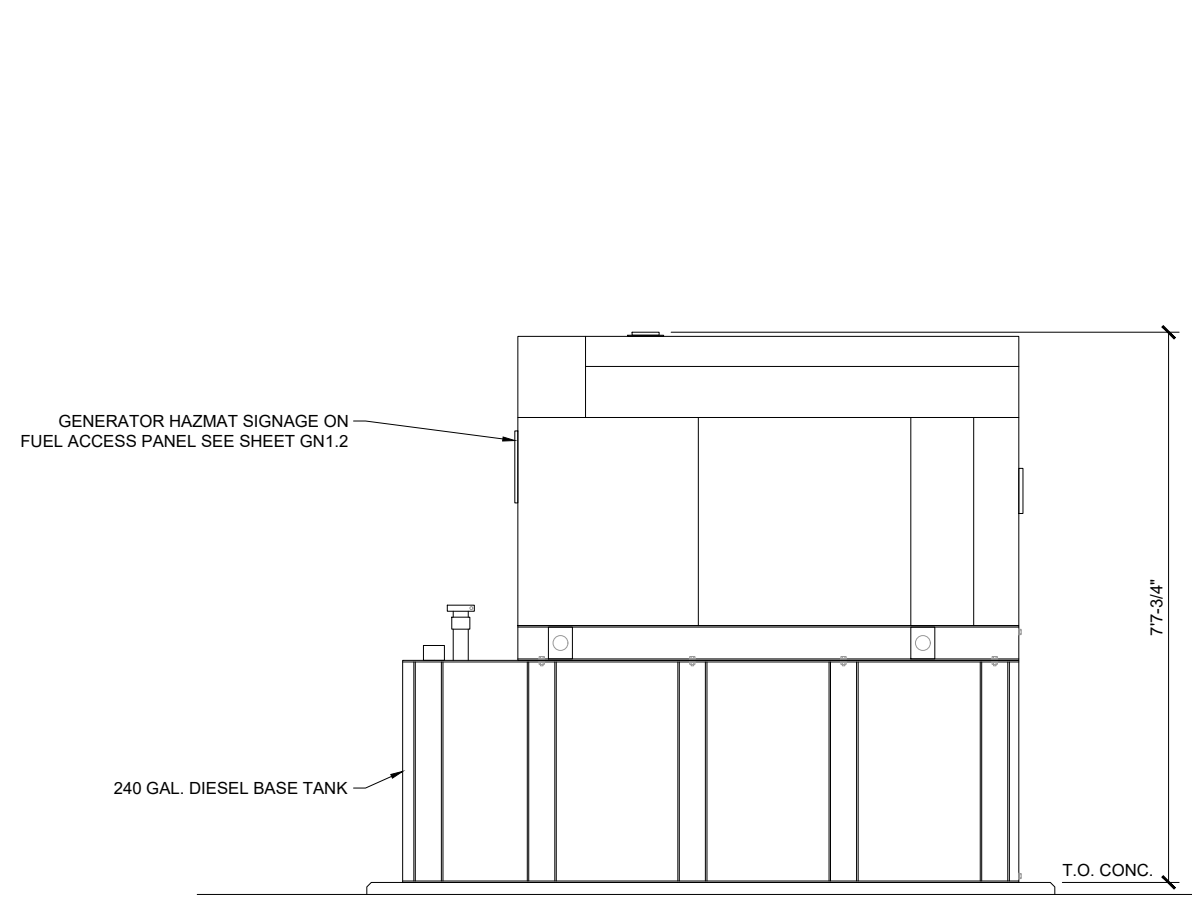
4 12 IN. THICKENED EDGE GENERATOR CONCRETE SLAB DETAIL NTS

2 GENERATOR PART SPECIFICATION DETAIL NTS



- NOTES:**
- CONTRACTOR TO PROVIDE DUCTILE IRON PIPE FOR VENT PIPE (OTHER MATERIALS NOT PERMITTED)
 - REFER TO NOTES ON SHEET GN2.
 - SEE PLANS FOR ORIENTATION.

3 GENERATOR CLEARANCE PLAN DETAIL NTS



1 GENERATOR CLEARANCE ELEVATION DETAIL NTS



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SHEET TITLE:

EQUIPMENT DETAILS

SHEET NUMBER:

A3.0

DRAWN BY: SMK **CHK BY:** ML **APV BY:** RG

T:\New-COA\100022A\HARDENING NATIONAL\A&E\CAD\A100022A_HARDENING NATIONAL_A and E_CDS.dwg PLOT DATE: 10/28/2025 BY:Michael Laister

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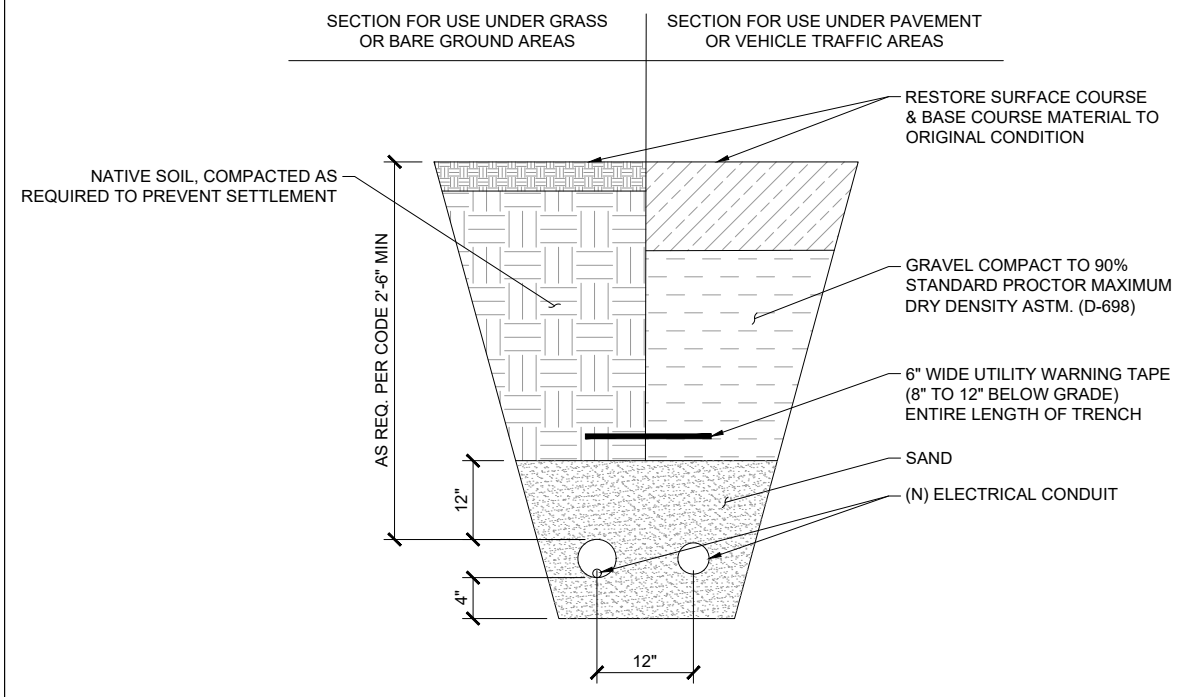
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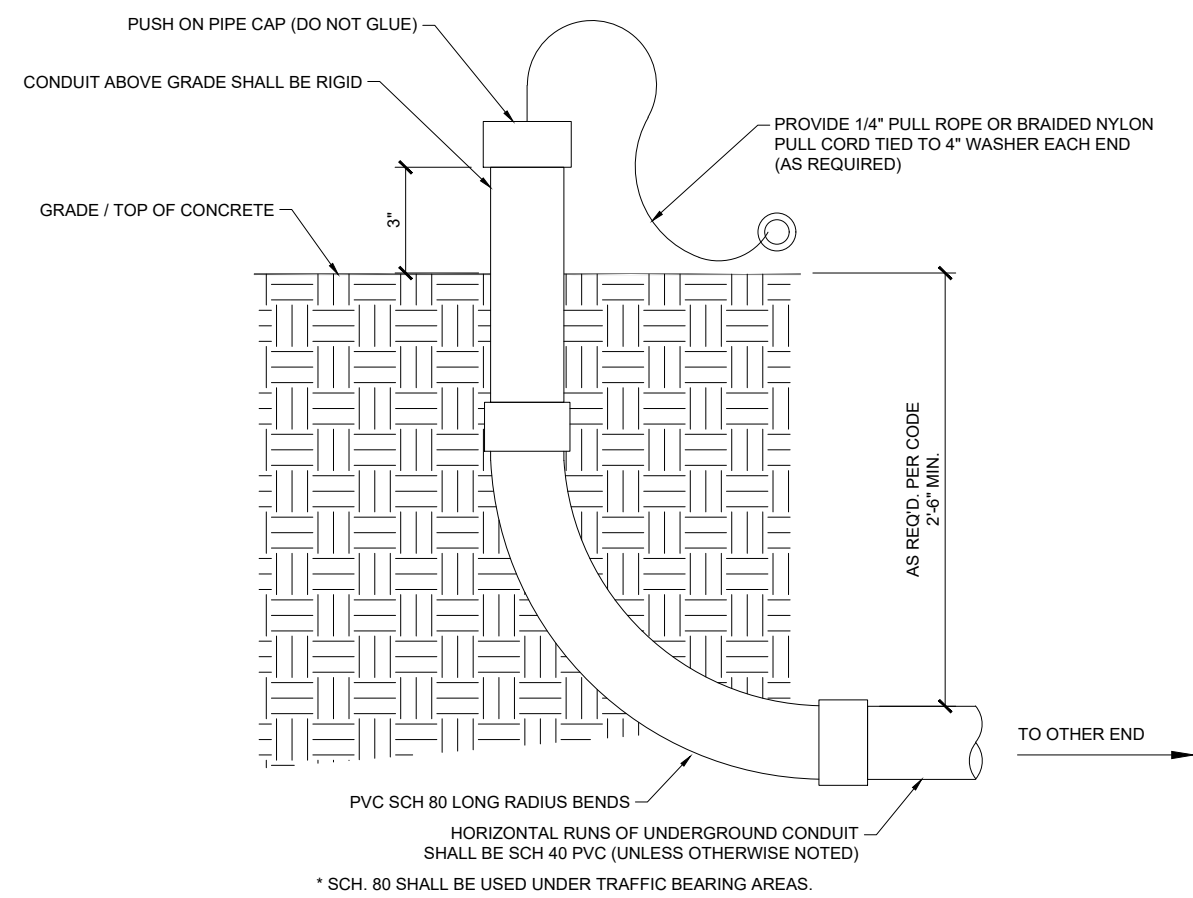
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- NOTES:
- CONTRACTOR TO VERIFY LOCAL UTILITY REQUIREMENTS FOR DEPTH, SIZE, & SEPARATION OF CONDUITS PRIOR TO INSTALLATION. NOTIFY CONSTRUCTION MGR. IMMEDIATELY OF ANY DISCREPANCIES.
 - CONTRACTOR TO CALL DIGGERS HOTLINE (1.800.242.8511) 48 HOURS PRIOR TO EXCAVATING FOR U/G UTILITY LOCATIONS. LOCATION SURROUNDING EXCAVATED AREA MUST BE PRIVATELY LOCATED FOR NON-PUBLIC UTILITIES.

4 NOT USED

2 TYP. UTILITY TRENCHING DETAIL



3 NOT USED

1 STUB UP DETAIL



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EQUIPMENT DETAILS

SHEET NUMBER:

A3.1

DRAWN BY:	CHK BY:	APV BY:
SMK	ML	RG

T:\Min-COA\100022A\HARDENING NATIONAL\A&E\CAD\A100022A_HARDENING NATIONAL_A and E_CDS.dwg PLOT DATE: 10/28/2025 BY:Michael Laster

RD048 | 3.4L | 48kW
 INDUSTRIAL DIESEL GENERATOR SET
 EPA CERTIFIED STATIONARY EMERGENCY



MODEL NUMBER
 48KW: G0071940

STANDBY POWER
 RATING 48 KW, 60 HZ

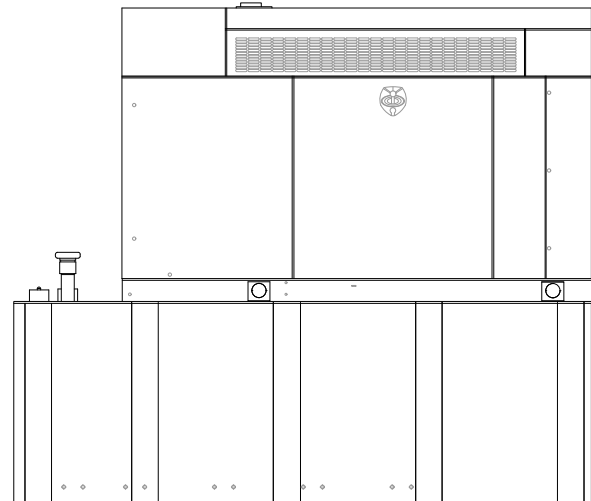


IMAGE USED FOR ILLUSTRATION PURPOSES ONLY



CODES AND STANDARDS
 NOT ALL CODES AND STANDARDS APPLY TO ALL CONFIGURATIONS. CONTACT FACTORY FOR DETAILS.

- UL2200, UL508, UL489, UL142
- CSA C22.2
- BS5514 AND DIN 6271
- SAE J1349
- NFPA 37, 70, 99
- ISO 3046, 8528, 9001
- NEMA ICS1, ICS10, MG1, 250, ICS6, AB1
- ANSI/IEEE C62.41

POWERING AHEAD

FOR OVER 50 YEARS, GENERAC HAS LED THE INDUSTRY WITH INNOVATIVE DESIGN AND SUPERIOR MANUFACTURING. GENERAC ENSURES SUPERIOR QUALITY BY DESIGNING AND MANUFACTURING MOST OF ITS GENERATOR COMPONENTS, INCLUDING ALTERNATORS, ENCLOSURES AND BASE TANKS, CONTROL SYSTEMS AND COMMUNICATIONS SOFTWARE.

GENERAC'S GENSETS UTILIZE A WIDE VARIETY OF OPTIONS, CONFIGURATIONS AND ARRANGEMENTS, ALLOWING US TO MEET THE STANDBY POWER NEEDS OF PRACTICALLY EVERY APPLICATION. GENERAC SEARCHED GLOBALLY TO ENSURE THE MOST RELIABLE ENGINES POWER OUR GENERATORS. WE CHOOSE ONLY ENGINES THAT HAVE ALREADY BEEN PROVEN IN HEAVY-DUTY INDUSTRIAL APPLICATION UNDER ADVERSE CONDITIONS.

GENERAC IS COMMITTED TO ENSURING OUR CUSTOMERS' SERVICE SUPPORT CONTINUES AFTER THEIR GENERATOR PURCHASE.

SPEC SHEET
1 OF 6

RD048 | 3.4L | 48kW
 INDUSTRIAL DIESEL GENERATOR SET
 EPA CERTIFIED STATIONARY EMERGENCY



STANDARD FEATURES

ENGINE SYSTEM

- BLOCK HEATER
- OIL DRAIN EXTENSION
- FAN GUARD
- FACTORY FILLED OIL & COOLANT

GENERATOR SET

- SOUND ATTENUATED ALUMINUM ENCLOSURE
- INTERNAL GENSET VIBRATION ISOLATION
- SEPARATION OF CIRCUITS - HIGH/LOW VOLTAGE
- WRAPPED EXHAUST PIPING
- STANDARD FACTORY TESTING
- READY TO ACCEPT FULL LOAD IN <10 SECONDS
- EXTERNAL EMERGENCY STOP PUSH BUTTON

ENCLOSURE

- LOCKABLE DOORS- KEYPED LOCK WITH PADLOCK HASP
- RUST PROOF HARDWARE
- RHINOCOAT™ TEXTURED POLYESTER POWDER COAT

ELECTRICAL SYSTEM

- BATTERY
- BATTERY CHARGING ALTERNATOR
- BATTERY CABLES - BATTERY TRAY
- RUBBER-BOOTED ENGINE ELECTRICAL CONNECTIONS
- SOLENOID ACTIVATED STARTER MOTOR
- SMART BATTERY CHARGER
- BATTERY DISCONNECT

ALTERNATOR SYSTEM

- 2/3 PITCH
- SKEWED STATOR
- SEALED BEARINGS
- LOW TEMPERATURE RISE (<120°C)
- LOW THD (<5%)

COOLING SYSTEM

- CLOSED COOLANT RECOVERY SYSTEM
- FACTORY-INSTALLED RADIATOR
- 50/50 ETHYLENE GLYCOL ANTIFREEZE
- RADIATOR DRAIN EXTENSION
- CAN OPERATE AT UP TO 122°F (50°C) AMBIENT TEMPERATURE

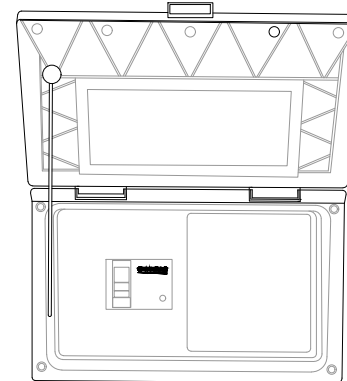
FUEL SYSTEM

- PRIMARY FUEL FILTER
- STAINLESS STEEL FUEL LINES

FUEL TANKS

- 48 MINIMUM HOUR RUN TIME
- UL142 LISTED
- LOCKABLE FUEL CAP

CONTROL SYSTEM



EVOLUTION™ CONTROLLER

- TWO-LINE PLAIN TEXT LCD DISPLAY
- PROGRAMMABLE START DELAY BETWEEN 10-30 SECONDS
- 10 SECOND ENGINE START SEQUENCE
- 5 SECOND ENGINE WARM UP
- 1 MINUTE ENGINE COOL-DOWN
- STARTER LOCK-OUT
- SMART BATTERY CHARGER
- AUTOMATIC VOLTAGE REGULATION WITH OVER AND UNDER PROTECTION
- AUTOMATIC LOW OIL PRESSURE SHUTDOWN
- OVERSPEED SHUTDOWN
- HIGH TEMPERATURE SHUTDOWN
- OVERCRANK PROTECTION
- SAFETY FUSED
- FAILURE TO TRANSFER PROTECTION
- LOW BATTERY PROTECTION
- 50 EVENT RUN LOG
- FUTURE SET CAPABLE EXERCISER
- INCORRECT WIRING PROTECTION
- INTERNAL FAULT PROTECTION

- COMMON EXTERNAL FAULT CAPABILITY
- GOVERNOR FAILURE PROTECTION
- OBD2 DIAGNOSTIC PORT

ALARMS

- DOOR OPEN
- FUEL LEVEL
 - 90% FULL
 - 50% LOW FUEL
 - 10% SHUTDOWN
- GENERATOR RUNNING
- NOT IN AUTO
- COMMON SHUTDOWN

OPTIONAL SHIPPED LOOSE AND FIELD INSTALL KITS

GENERATOR SET

- PAINT KIT
- SCHEDULED MAINTENANCE KIT

FUEL TANK

- FUEL FILL DROP TUBE
- SPILL BOX
- 90% FUEL AUDIBLE ALARM
- TANK RISERS
- SPILL BOX DRAINBACK KIT
- VENT EXTENSION SUPPORT KIT
- OVERFILL PREVENTION VALVE

SPEC SHEET
2 OF 6



990 SOUTH BROADWAY, DENVER, CO 80209

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ALT ID:

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 NEW BRIGHTON MN 55112

SITE COUNTY:
 RAMSEY

Rev:	Date:	Description:	By:
A	10.27.25	PRELIMINARY	SMK
0	01.16.26	FINAL	ML



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SHEET TITLE:

GENERATOR SPECIFICATIONS

SHEET NUMBER:

A3.2

DRAWN BY: SMK **CHK BY:** ML **APV BY:** RG

SMK ML RG

RD048 | 3.4L | 48kW
 INDUSTRIAL DIESEL GENERATOR SET
 EPA CERTIFIED STATIONARY EMERGENCY



APPLICATION AND ENGINEERING DATA

ENGINE SPECIFICATIONS

GENERAL

MAKE	GENERAC
CYLINDER #	4
TYPE	IN-LINE
DISPLACEMENT - IN3 (L)	207.48 (3.4)
BORE - IN (MM)	3.86 (98)
STROKE - IN (MM)	4.45 (113)
COMPRESSION RATIO	18.5:1
INTAKE AIR METHOD	TURBOCHARGED/AFTERCOOLED
CYLINDER HEAD	CAST IRON OHV
PISTON TYPE	ALUMINUM

ENGINE GOVERNING

GOVERNOR	ELECTRONIC
FREQUENCY REGULATION (STEADY STATE)	±0.25%

LUBRICATION SYSTEM

OIL PUMP TYPE	GEAR
OIL FILTER TYPE	FULL FLOW SPIN-ON CANISTER
CRANKCASE CAPACITY - L (QTS)	7.0 (7.4)

ALTERNATOR SPECIFICATIONS

STANDARD MODEL	GENERAC
POLES	4
FIELD TYPE	ROTATING
INSULATION CLASS - ROTOR	F
INSULATION CLASS - STATOR	H
TOTAL HARMONIC DISTORTION	<5%
TELEPHONE INTERFERENCE FACTOR (TIF)	50%

COOLING SYSTEM

COOLING SYSTEM TYPE	PRESSURIZED CLOSED RECOVERY
FAN TYPE	PUSHER
FAN SPEED (RPM)	2,029
FAN DIAMETER - MM (IN)	22 (559)

FUEL SYSTEM

FUEL TYPE	ULTRA LOW SULFUR DIESEL FUEL
FUEL SPECIFICATION	ASTM
FUEL PUMP TYPE	MECHANICAL ENGINE DRIVEN GEAR
INJECTOR TYPE	MECHANICAL
FUEL SUPPLY LINE (MM/IN)	7.94 (0.31) ID
FUEL RETURN LINE (MM/IN)	7.94 (0.31) ID
FUEL FILTERING (MICRONS)	10

ENGINE ELECTRICAL SYSTEM

SYSTEM VOLTAGE	12 VDC
BATTERY CHARGER ALTERNATOR	STANDARD
BATTERY SIZE	GROUP 27F
BATTERY VOLTAGE	12 VDC
GROUND POLARITY	NEGATIVE

RD048 | 3.4L | 48KW
 INDUSTRIAL DIESEL GENERATOR SET
 EPA CERTIFIED STATIONARY EMERGENCY



OPERATING DATA

POWER RATINGS

		STANDBY	
SINGLE-PHASE 120/240 VAC @1.0PF	48 KW	AMPS: 200	CIRCUIT BREAKER SIZE AMPS: 200

STARTING CAPABILITIES (SKVA)

SKVA VS. VOLTAGE DIP AT 30%
 120/240 V, SINGLE-PHASE AT 0.4PF189

FUEL CONSUMPTION RATES*

PERCENT LOAD	DIESEL GAL/HR (L/HR)
25%	1.35 (5.11)
50%	2.15 (8.14)
75%	3.06 (11.58)
100%	3.98 (15.07)

* FUEL SUPPLY INSTALLATION MUST ACCOMMODATE FUEL CONSUMPTION RATES AT 100% LOAD.

COOLING

		STANDBY
AIR FLOW (RADIATOR AND ALTERNATOR)	CFM (M3/MIN)	2824 (80)
COOLANT SYSTEM CAPACITY	GAL (L)	2.8 (10.6)
HEAT REJECTION TO COOLANT	BTU/HR (MJ/HR)	135,900 (143.4)
TEMPERATURE DERATION	3% FOR EVERY 5°C ABOVE 25°C OR 1.7% FOR EVERY 5°F OVER 77°F	
ALTITUDE DERATION	1% FOR EVERY 100 M ABOVE 915 OR 3% FOR EVERY 1000 FT OVER 3000 FT	
MAXIMUM AMBIENT TEMPERATURE OPERATING RANGE	°F (°C)	-20 - 122 (-28 - 50)
MAXIMUM RADIATOR BACKPRESSURE	IN H ₂ O	0.5

COMBUSTION AIR REQUIREMENTS

		STANDBY
FLOW AT RATED POWER CFM (M3/MIN)		190 (5.38)

ENGINE

		STANDBY
RATED ENGINE SPEED	RPM	1800

EXHAUST

		STANDBY
EXHAUST FLOW (RATED OUTPUT)	CFM (M3/MIN)	448 (12.7)
EXHAUST TEMP (RATED OUTPUT - POST SILENCER)	°F (°C)	1120 (604.4)

DERATION - OPERATIONAL CHARACTERISTICS CONSIDER MAXIMUM AMBIENT CONDITIONS. DERATE FACTORS MAY APPLY UNDER ATYPICAL SITE CONDITIONS. PLEASE CONSULT A GENERAC POWER SYSTEMS DEALER FOR ADDITIONAL DETAILS. ALL PERFORMANCE RATINGS IN ACCORDANCE WITH ISO3046, BS5514, ISO8528 AND DIN6271 STANDARDS.



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SHEET TITLE:

GENERATOR SPECIFICATIONS

SHEET NUMBER:

A3.3

DRAWN BY:	CHK BY:	APV BY:
SMK	ML	RG

SPEC SHEET

3 OF 6

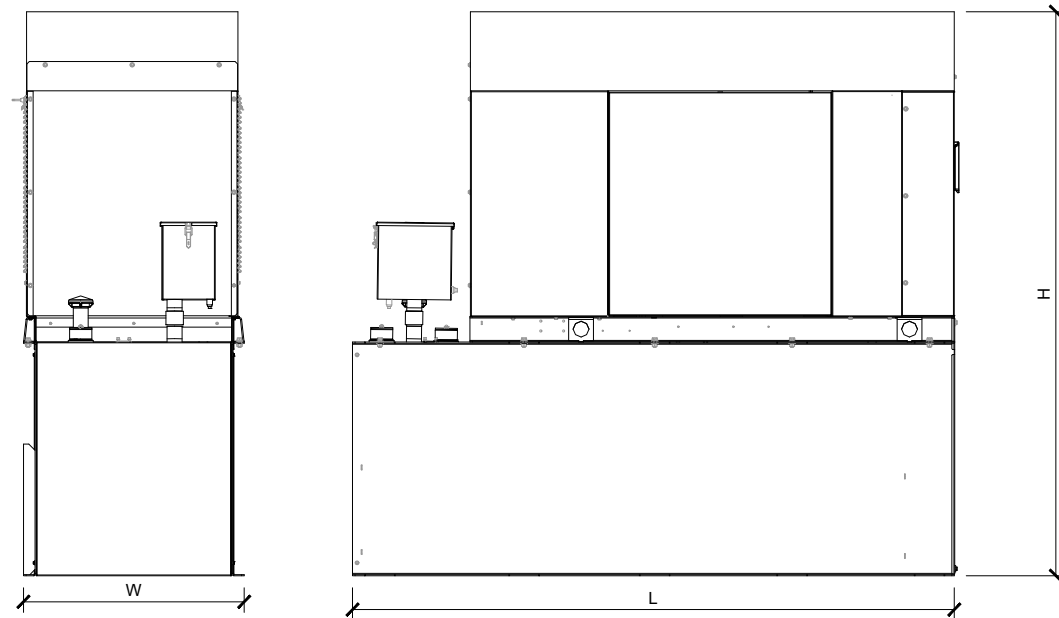
SPEC SHEET

4 OF 6

RD048 | 3.4L | 48kW
 INDUSTRIAL DIESEL GENERATOR SET
 EPA CERTIFIED STATIONARY EMERGENCY



DIMENSIONS AND WEIGHTS*



WEIGHTS AND DIMENSIONS

UNIT WEIGHT - LBS	UNIT WEIGHT WITH SKID - LBS	DIMENSIONS (L X W X H) - IN
2,915	2,954	103.4 (2,625) X 35.0 (888) X 90.0 (2,286)

48KW FUEL CONSUMPTION

FUEL TANK GROSS TOTAL CAPACITY	240
FUEL TANK GROSS USABLE CAPACITY	229
FUEL TANK NET USABLE CAPACITY (RUN HOURS BASED ON NET USABLE CAPACITY)	206
RUN HOURS 100% LOAD	52
RUN HOURS 75% LOAD	67
RUN HOURS 50% LOAD	96

* ALL MEASUREMENTS ARE APPROXIMATE AND FOR ESTIMATION PURPOSES ONLY.

SOUND EMISSION DATA

RATED LOAD SOUND OUTPUT AT 23FT - DB(A)	65
---	----

YOUR FACTORY RECOGNIZED GENERAC INDUSTRIAL DEALER

SPECIFICATION CHARACTERISTICS MAY CHANGE WITHOUT NOTICE. DIMENSIONS AND WEIGHTS ARE FOR PRELIMINARY PURPOSES ONLY. PLEASE CONSULT A GENERAC POWER SYSTEMS INDUSTRIAL DEALER FOR DETAILED INSTALLATION DRAWINGS.

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PART NO 1000032700
 REV. 3 08/30/18

SPEC SHEET

5 OF 6



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A1O0022A
 ALT ID:

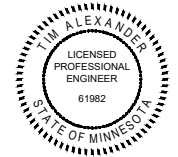
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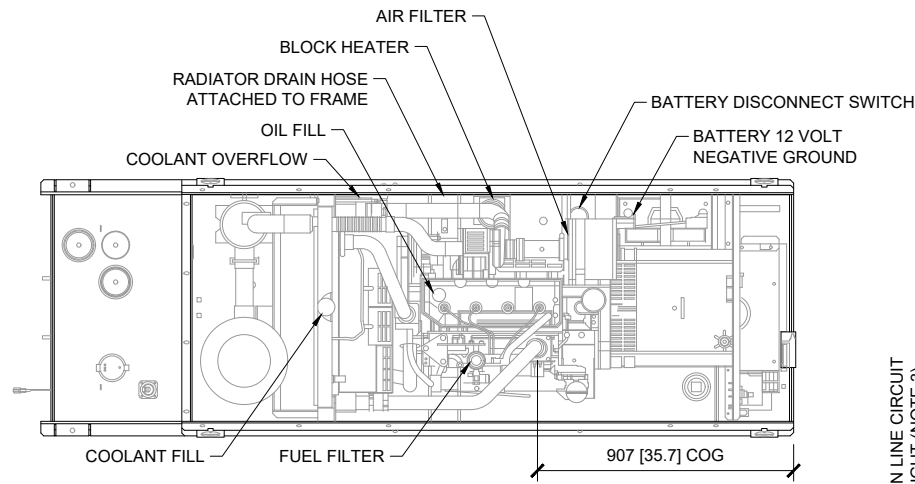
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DRAWN BY: CHK BY: APV BY:

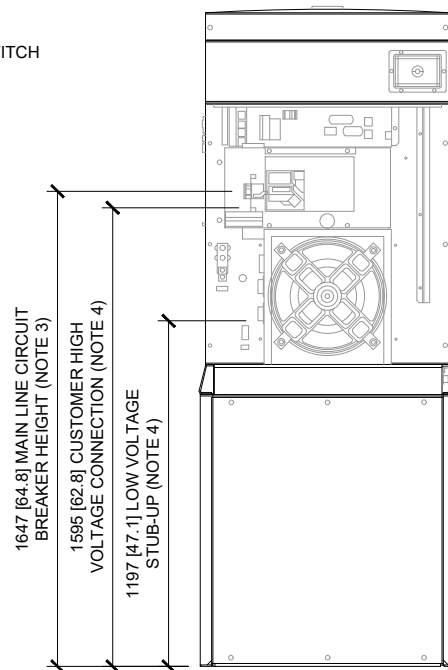
SMK ML RG

WEIGHT DATA WITH EMPTY BASETANK (SEE NOTE 6)	
GENERATOR AS SHOWN	1,322 [2,915]
WITH WOODEN SHIPPING SKID	1,340 [2,954]

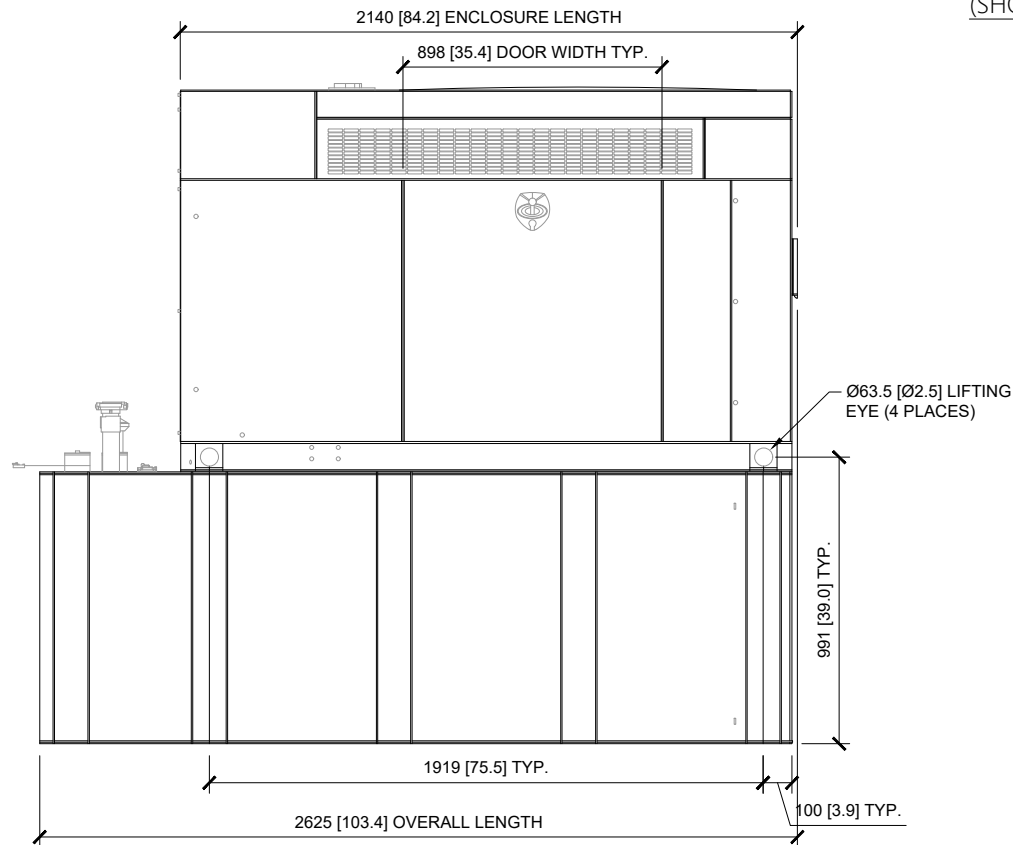
WEIGHT: KG [LBS]
DIMENSIONS: MM [INCH]



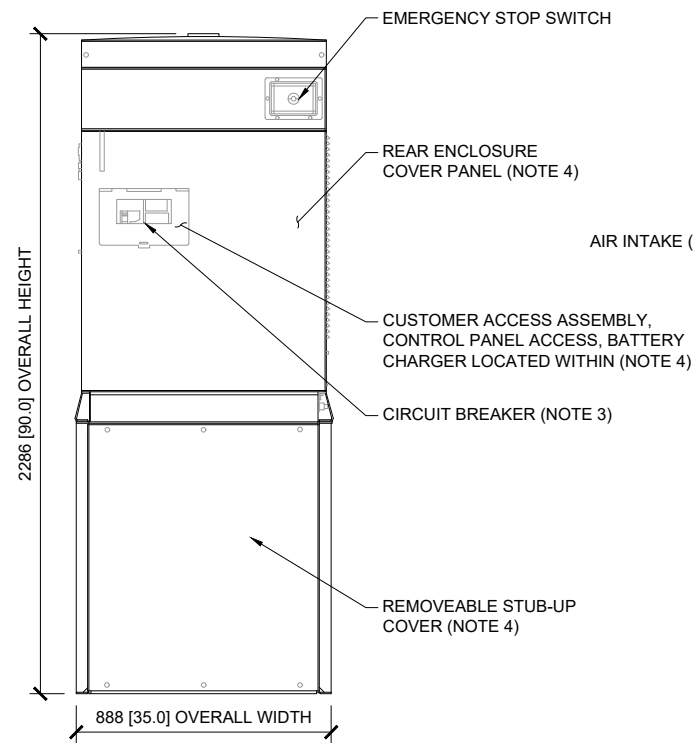
TOP VIEW
(SHOWN WITH ENCLOSURE REMOVED)



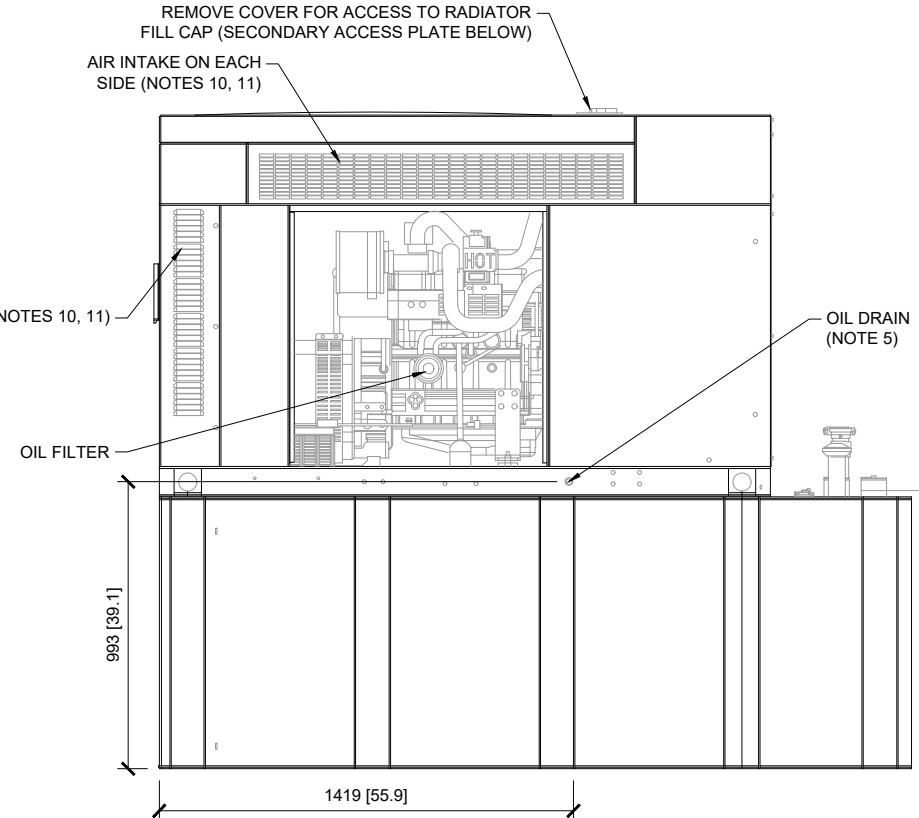
REAR VIEW
(SHOWN WITH REAR COVER PANEL REMOVED)



LEFT VIEW



REAR VIEW



RIGHT VIEW
(SHOWN WITH DOOR REMOVED)

NOTES:

- THIS UNIT MUST BE INSTALLED IN ACCORDANCE WITH CURRENT APPLICABLE NFPA 37 AND NFPA 70 STANDARDS AS WELL AS ANY OTHER FEDERAL, STATE, AND LOCAL CODES.
- BATTERY (12 VOLT NEGATIVE GROUND SYSTEM).
- CONTROL PANEL / CIRCUIT BREAKER INFORMATION:
 - MAIN LINE CIRCUIT BREAKER 200 AMPS.
 - SEE SPECIFICATION SHEET OR OWNERS MANUAL.
 - ACCESSIBLE THROUGH CUSTOMER ACCESS ASSEMBLY DOOR ON REAR OF GENERATOR.
 - CONTROL PANEL INCLUDES INTEGRATED BATTERY CHARGER.
- REMOVE THE REAR STUB-UP AND REAR ENCLOSURE COVER PANEL TO ACCESS THE STUB-UP AREAS AS FOLLOWS:
 - HIGH VOLTAGE CONNECTION INCLUDING AC LOAD LEAD CONDUIT CONNECTION, NEUTRAL CONNECTION, AND BATTERY CHARGER 120 VOLT AC (0.5 AMP MAX) CONNECTION.
 - LOW VOLTAGE CONNECTION INCLUDING TRANSFER SWITCH CONTROL WIRES.
- ENGINE SERVICE CONNECTIONS:
 - OIL DRAIN = 1/2" NPT
 - RADIATOR DRAIN = HOSE CLAMPED TO FRAME
- CENTER OF GRAVITY AND WEIGHT MAY CHANGE DUE TO UNIT OPTIONS.
- BOTTOM OF GENERATOR SET MUST BE ENCLOSED TO PREVENT PEST INTRUSION AND RECIRCULATION OF DISCHARGE AIR AND/OR IMPROPER COOLING AIR FLOW.
- REFERENCE OWNERS MANUAL FOR LIFTING WARNINGS.
- MOUNTING BOLTS OR STUDS TO MOUNTING SURFACE SHALL BE 5/8-11 GRADE 5 (USE STANDARD SAE TORQUE SPECS)
- MUST ALLOW FREE FLOW OF INTAKE AIR, DISCHARGE AIR AND EXHAUST. SEE SPEC SHEET FOR MINIMUM AIR FLOW AND MAXIMUM RESTRICTION REQUIREMENTS.
- GENERATOR MUST BE INSTALLED SUCH THAT FRESH COOLING AIR IS AVAILABLE AND THAT DISCHARGE AIR FROM RADIATOR IS NOT RECIRCULATED. RECOMMENDED MINIMUM PERIMETER (3FT) AND VERTICAL OVER EXHAUST (5FT) CLEARANCE FOR SITE LOCATION.
- GENERATOR MUST BE GROUNDED.



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SITE COUNTY:
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Rev:	Date:	Description:	By:
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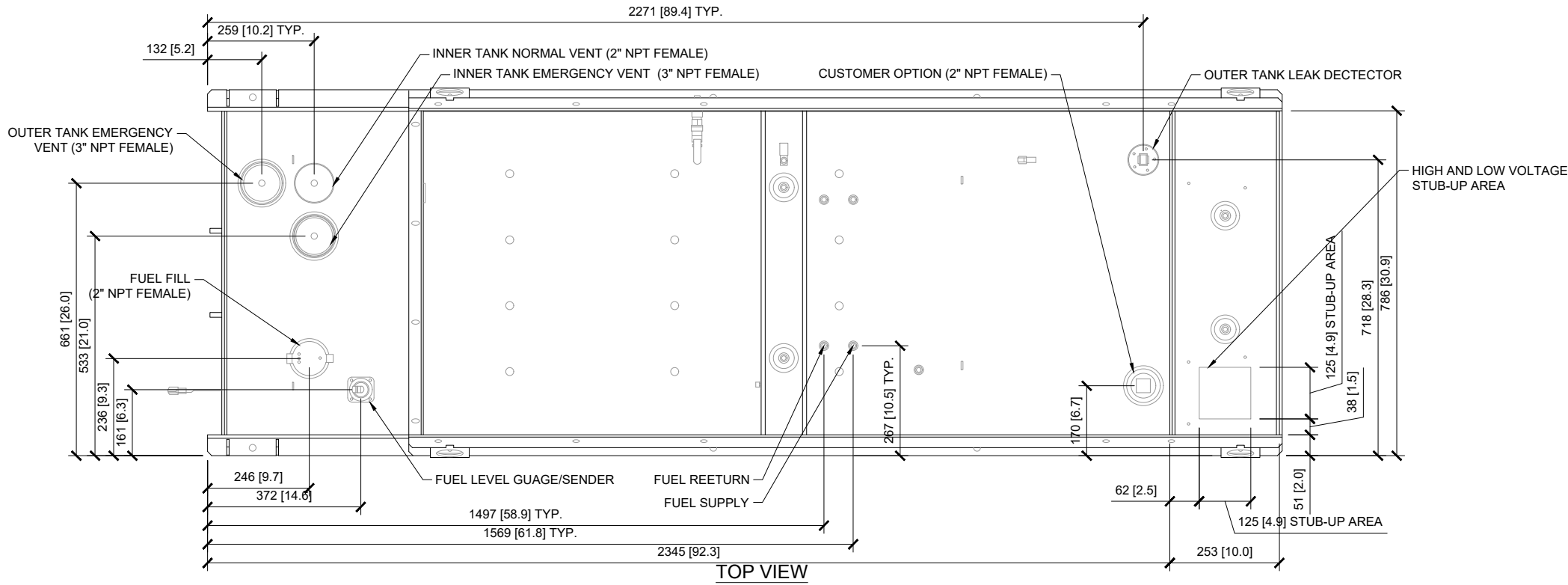
GENERATOR DRAWINGS

SHEET NUMBER:

A3.5

DRAWN BY: CHK BY: APV BY:

SMK ML RG



FUEL TANK	
TOTAL CAPACITY	908 [240]
USABLE CAPACITY	867 [229]
CAPACITY: LITER [GALLON]	
DIMENSIONS: MM [INCH]	

TANK IS LISTED TO UL142 AND ULC5601

NOTE: STUB-UP AREA FOR HIGH AND LOW VOLTAGE CONNECTIONS, CIRCUIT BREAKER, NEUTRAL AND CUSTOMER CONNECTION OPENING.



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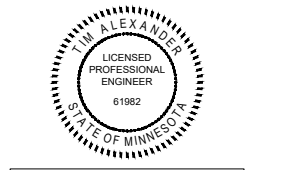
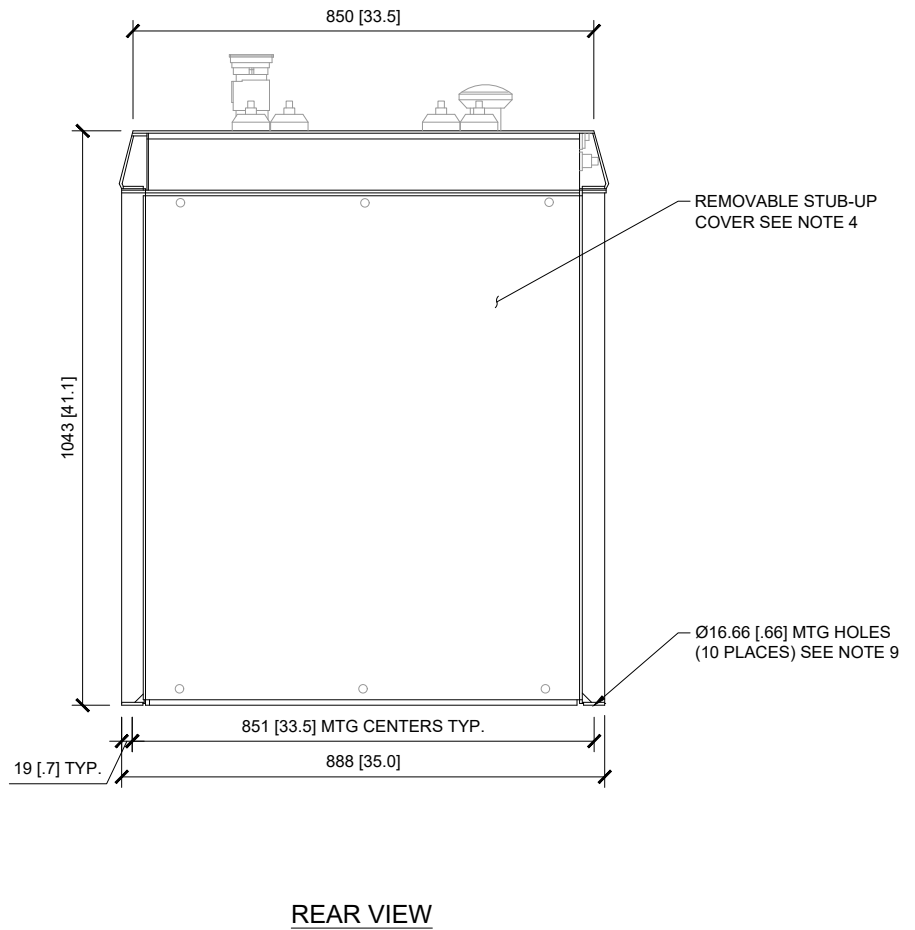
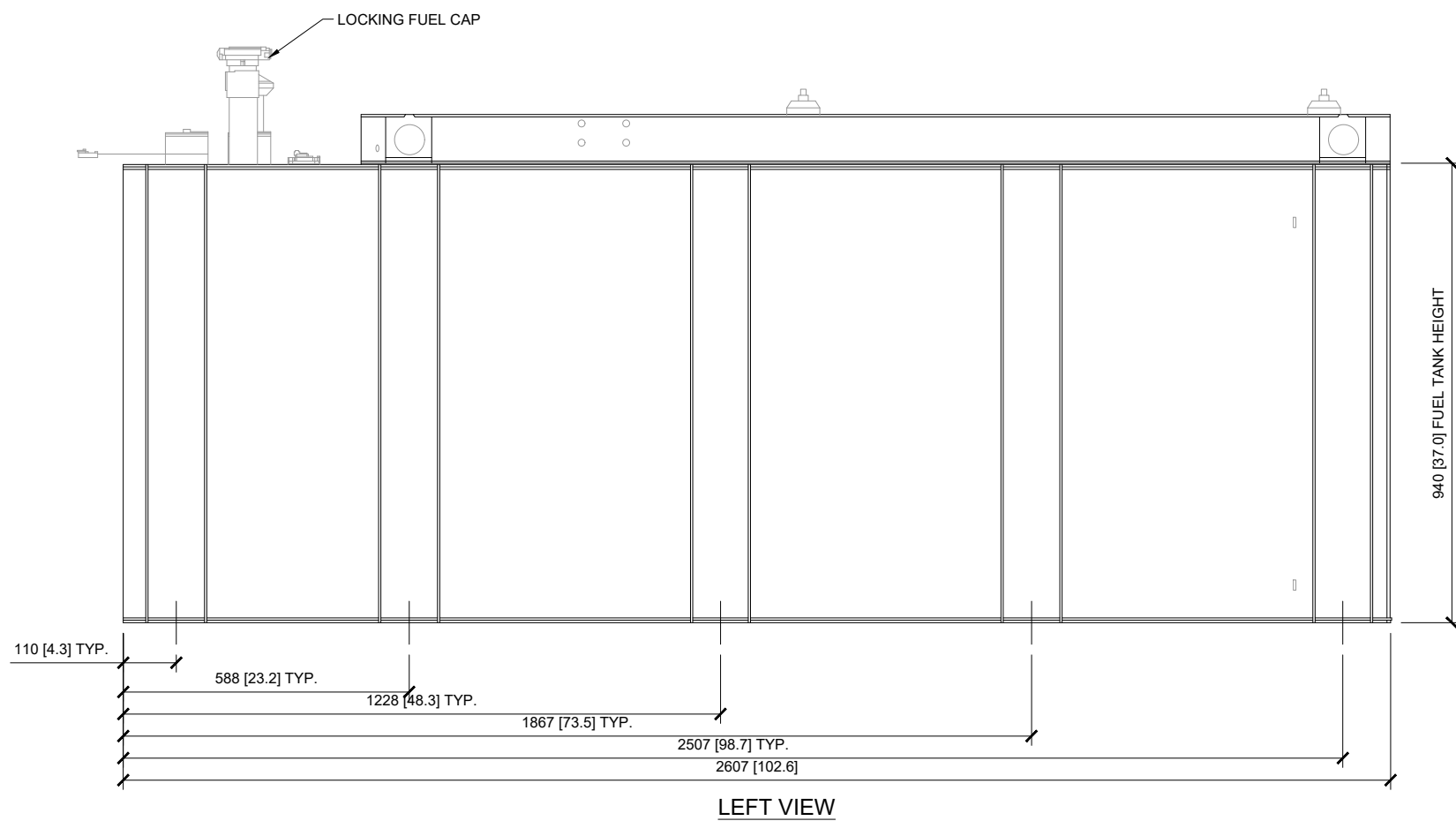
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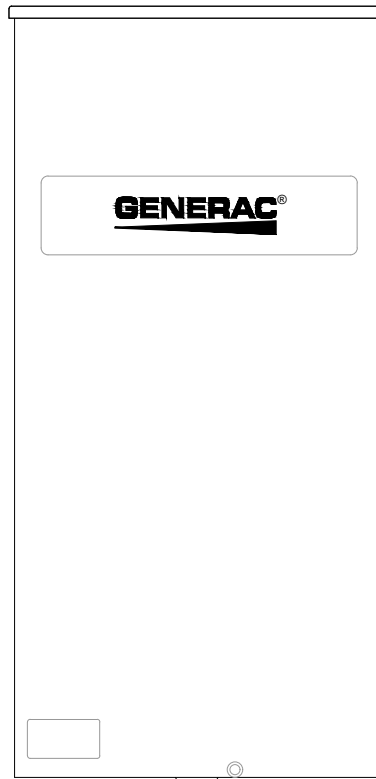
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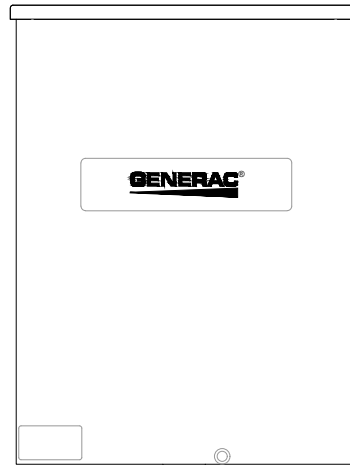
SHEET NUMBER:
A3.6

DRAWN BY: **SMK** CHK BY: **ML** APV BY: **RG**

TRANSFERSWITCHES



SERVICEANDNON-SERVICERATED AUTOMATICTRANSFERSWITCHES



MODELS:
RXSC100A3
RXSW100A3
RXSW150A3
RXSC200A3
RXSW200A3



TRANSFERSWITCHES
TRANSFERSWITCHES
1 OF 3 2 OF 3



FUNCTIONS

ALLTIMINGANDSENSINGFUNCTIONSORIGINATEINTHEGENERATORCONTROLLER.

UTILITY VOLTAGE DROP-OUT	<65%
TIMER TO GENERATOR START	10 SECOND FACTORY SET, ADJUSTABLE BETWEEN 2 - 1,500 SECONDS BY A QUALIFIED DEALER*
ENGINE WARMUP DELAY	5 SECONDS
STANDBY VOLTAGE PICKUP	6% FOR 5 SECONDS
RE-TRANSFER TIME DELAY	>80%
ENGINE COOLDOWN TIMER	60 SECONDS
EXERCISER	NEXUS™: 12 MINUTES WEEKLY EVOLUTION™: 5 TO 12 MINUTES ADJUSTABLE, WEEKLY/BI-WEEKLY/ MONTHLY
THE TRANSFER SWITCH CAN BE OPERATED MANUAL WITHOUT POWER APPLIED	

*WHENUSEDINCONJUNCTIONWITHUNITSUTILIZINGEVOLUTION™CONTROLS

SPECIFICATIONS

MODEL	RXSC100A3	RXSW100A3	RXSW150A3	RXSC200A3	RXSW200A3
AMPS	100	100	150	200	200
VOLTAGE	120/240, 1Ø	120/240, 1	120/240, 1Ø	120/240, 1	120/240, 1Ø
LOAD TRANSITION TYP (AUTOMATIC)	OPEN TRANSITION	OPEN TRANSITION SERVICE RATED	OPEN TRANSITION SERVICE RATED	OPEN TRANSITION	OPEN TRANSITION SERVICE RATED
ENCLOSURE TYPE	NEMA 3R	NEMA 3R	NEMA 3R	NEMA 3R	NEMA 3R
ETL RATING	CETLUS	ETLUS	ETLUS	CETLUS	ETLUS
WITHSTAND RATING (AMPS)	10,000	10,000	22,000	10,000	22,000
LUG RANGE	2/0 - #14		250 MMC - #6		

DESCRIPTION

THIS SERIES OF GENERAC AUTOMATIC TRANSFER SWITCHES IS DESIGNED FOR USE WITH SINGLE PHASE GENERATORS THAT UTILIZE AN EVOLUTION™ OR NEXUS™ CONTROLLER. THE 100 AND 200 AMP OPEN TRANSITION SWITCHES ARE AVAILABLE AS SINGLE PHASE IN BOTH SERVICE EQUIPMENT RATED AND NON-SERVICE EQUIPMENT RATED CONFIGURATIONS. SERVICE RATED EQUIPMENT CONFIGURATION SHIPS WITH A DEAD FRONT AND NON-SERVICE RATED EQUIPMENT CONFIGURATION SHIPS WITHOUT A DEAD FRONT. THE 150AMP OPEN TRANSITIONSWITCHIS ONLY AVAILABLE IN A SERVICE RATED EQUIPMENT CONFIGURATION.

STANDARD FEATURES

SERVICE RATED (RXSW) GENERACAUTOMATIC TRANSFER SWITCHES ARE HOUSED IN AN ALUMINUM NEMA TYPE 3R ENCLOSURE*, WITH ELECTROSTATICALLY APPLIED AND BAKED POWDER PAINT. THE HEAVY DUTY GENERAC CONTACTOR IS AN ETLRECOGNIZED DEVICE, DESIGNED FOR YEARS OF SERVICE. THE CONTROLLER AT THE GENERATOR HANDLES ALL THE TIMING, SENSING, EXERCISING FUNCTIONS, AND TRANSFER COMMANDS. ALL SWITCHES ARE COVERED BY A FIVE YEAR LIMITED WARRANTY. *NON-SERVICE RATED (RXSC) SWITCHES ARE HOUSED IN A STEEL ENCLOSURE.

LOAD MANAGEMENT TECHNOLOGY

THROUGH THE USE OF THE INTEGRATED SMART A/C MODULE(SACM), THESE SWITCHES HAVE THE CAPABILITY TO MANAGE UP TO FOUR INDIVIDUAL HVAC (24 VACCONTROLLED) LOADS WITH NO ADDITIONAL HARDWARE.WHEN USED IN TANDEM WITH EXTERNAL SMART MANAGEMENT MODULES, A TOTAL OF EIGHT MORE LOADS CAN BE MANAGED, PROVIDING THE MOST INSTALLATION EFFICIENT POWER MANAGEMENT OPTIONS AVAILABLE.

T Mobile

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SHEET TITLE:

**TRANSFER SWITCH
SPECIFICATIONS**

SHEET NUMBER:

A3.7

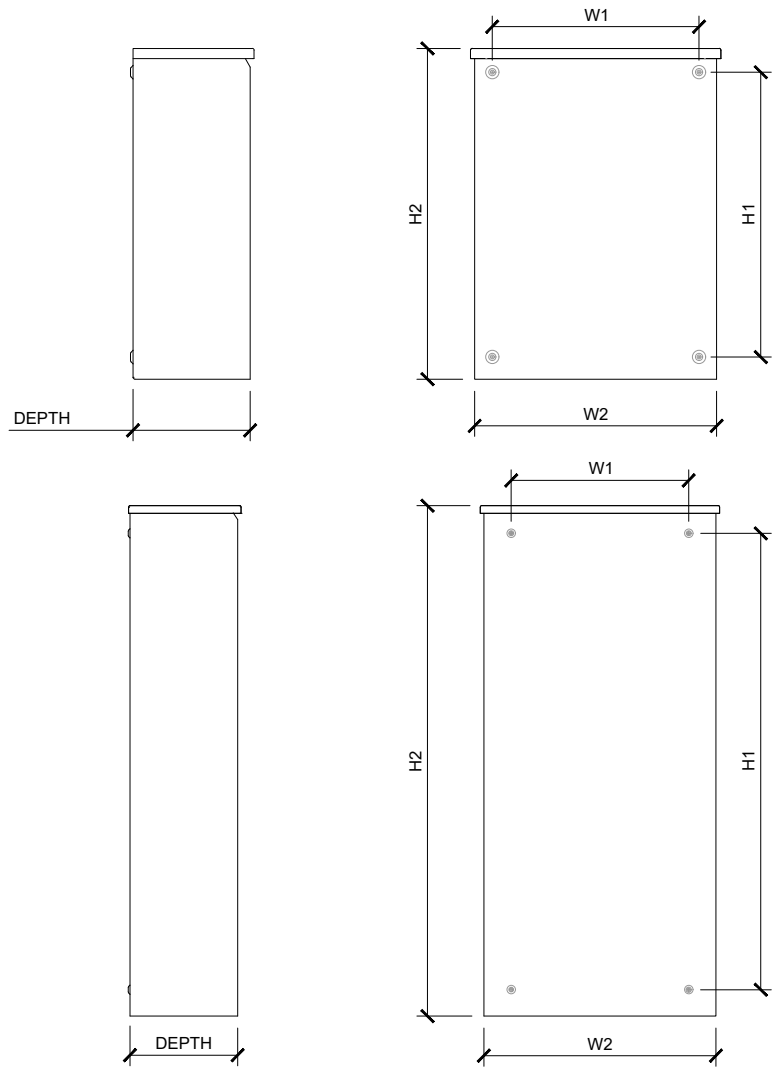
DRAWN BY: CHK BY: APV BY:

SMK ML RG



DIMENSIONS

MODEL		RXSC100A3	RXSW100A3	RXSW150A3	RXSC200A3	RXSW200A3
HEIGHT - IN (MM)	H1	17.2 (437.9)	17.2 (437.9)	26.8 (679.4)	17.2 (437.9)	26.8 (679.4)
	H2	20.0 (508.0)	20.0 (508.0)	30.0 (672.0)	20.0 (508.0)	30.0 (672.0)
WIDTH - IN (MM)	W1	12.5 (317.5)	12.5 (317.5)	10.5 (266.7)	12.5 (317.5)	10.5 (266.7)
	W2	14.6 (370.8)	14.6 (370.8)	13.5 (342.9)	14.6 (370.8)	13.5 (342.9)
DEPTH - IN (MM)		7.1 (180.1)	7.1 (180.1)	6.3 (160.1)	7.1 (180.1)	6.3 (160.1)
WEIGHT - LBS (KG)		20.0 (9.1)	20.0 (9.1)	39.0 (17.7)	20.0 (9.1)	39.0 (17.7)



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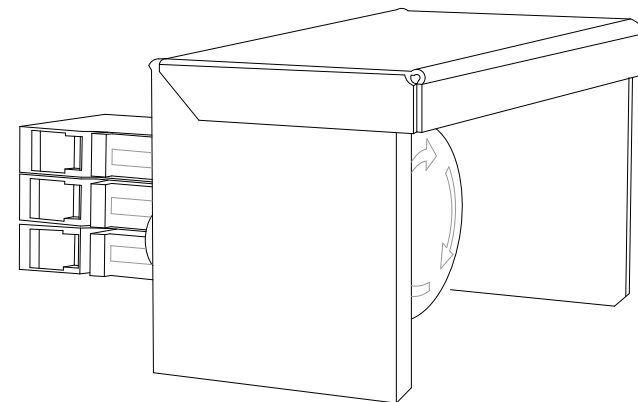
E-STOP

GENERAC® PROTECTOR DIESEL GENERATOR ACCESSORIES

E-STOP

1 OF 1

MODEL 006510-0



DESCRIPTION

E-STOP ALLOWS FOR IMMEDIATE FUEL SHUTOFF AND GENERATOR SHUTDOWN IN THE EVENT OF AN EMERGENCY. IT IS FIELD MOUNTED IN THE GENERATOR ROOF LINE ABOVE THE CONTROL AREA FOR EASY ACCESS.

SHIPPING WEIGHT (LBS/KILOS)	SHIPPING DIMENSIONS (IN/MM)
1/0.5	4 X 6.5 X 9/ 102 X 165 X 229



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990 SOUTH BROADWAY, DENVER, CO 80209

PROJECT INFORMATION:

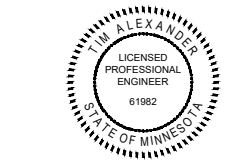
SITE NAME:
NEW BRIGHTON

SITE ID:
A100022A
 ALT ID:

SITE ADDRESS:
 700 SILVER LAKE RD
 NEW BRIGHTON MN 55112

SITE COUNTY:
 RAMSEY

Rev:	Date:	Description:	By:
A	10.27.25	PRELIMINARY	SMK
0	01.16.26	FINAL	ML



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
 SIGNATURE: *Tim Alexander*
 NAME: TIM ALEXANDER
 DATE: 16 JAN 2026 LICENSE #: 61982

THIS WORK WAS PREPARED BY MYSELF OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. ALL SCALES ARE SET FOR 11"x17"

SHEET TITLE:

TRANSFER SWITCH SPECIFICATIONS

SHEET NUMBER:

A3.8

DRAWN BY:	CHK BY:	APV BY:
SMK	ML	RG

ELECTRICAL SPECIFICATION

1. SUBMITTAL OF BID INDICATES CONTRACTOR IS COGNIZANT OF ALL JOB SITE CONDITIONS AND WORK TO BE PERFORMED UNDER THIS CONTRAC.
2. CONTRACTOR SHALL PERFORM ALL VERIFICATION OBSERVATION TESTS, AND EXAMINATION WORK PRIOR TO THE ORDERING OF THE ELECTRICAL EQUIPMENT AND THE ACTUAL CONSTRUCTION. CONTRACTOR SHALL ISSUE A WRITTEN NOTICE OF ALL FINDINGS TO THE ARCHITECT LISTING ALL MALFUNCTIONS, FAULTY EQUIPMENT AND DISCREPANCIES.
3. HEIGHTS SHALL BE VERIFIED WITH OWNER PRIOR TO INSTALLATION.
4. THESE PLANS ARE DIAGRAMMATIC ONLY, FOLLOW AS CLOSELY AS POSSIBLE.
5. EACH CONDUCTOR OF EVERY SYSTEM SHALL BE PERMANENTLY TAGGED IN EACH PANELBOARD, PULLBOX, J-BOX, SWITCH BOX, ETC., IN COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)
6. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, INSURANCE, EQUIPMENT, INSTALLATION, CONSTRUCTION TOOLS, TRANSPORTATION, ETC., FOR A COMPLETE AND PROPERLY OPERATIVE SYSTEM ENERGIZED THROUGHOUT AND AS INDICATED ON DRAWINGS, AS SPECIFIED HERIEIN AND/OR AS OTHERWISE REQUIRED.
7. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND IN PERFECT CONDITION WHEN INSTALLED AND SHALL BE OF THE BEST GRADE AND OF THE SAME MANUFACTURER THROUGHOUT FOR EACH CLASS OR GROUP OF EQUIPMENT. MATERIALS SHALL BE LISTED AND APPROVED BY UNDERWRITER'S LABORATORY AND SHALL BEAR THE INSPECTION LABEL "J" WHERE SUBJECT TO SUCH APPROVAL. MATERIALS SHALL MEET WITH APPROVAL OF THE DIVISION OF INDUSTRIAL SAFETY AND ALL GOVERNING BODIES HAVING JURISDICTION. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA & NBFU.
8. CONTRACTOR SHALL CARRY OUT HIS WORK IN ACCORDANCE WITH ALL GOVERNING STATE, COUNTY AND LOCAL CODES AND O.S.H.A.
9. CONTRACTOR SHALL SECURE ALL NECESSARY BUILDING PERMITS.
10. COMPLETE JOB SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF THE JOB ACCEPTANCE BY OWNER. ANY WORK, MATERIAL OR EQUIPMENT FOUND TO B EFAULTY DURING THAT PERIOD SHALL BE CORRECTED AT ONCE, UPON WRITTEN NOTIFICATINO, AT THE EXPENSE OF THE CONTRACTOR.
11. ALL CONDUIT ONLY (C.O.) SHALL HAVE A PULL WIRE OR ROPE.
12. PROVIDE PROJECT MANAGER WITH ONE SEST OF COMPLETE ELECTRICAL "AS INSTALLED" DRAWINGS AT THE COMPLETION OF THE JOB, SHOWING ACTUAL DIMENSIONS, ROUTINGS, AND CIRCUITS.
13. ALL BROCHURES, OPERATING MANUALS, CATALOGS, SHOP DRAWINGS, ETC. SHALL BE TURNED OVER TO OWNER AT JOB COMPLETION.
14. USE T-TAP CONNECTIONS ON ALL MULTI-CURCUITS WITH COMMON NEUTRAL CONDUCTOR FOR LIGHTING FIXTURE.
15. ALL CONDUCTORS SHALL BE COPPER.
16. ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING RATING NOT LESS TH MAXIMUM SHORT CIRCUIT CURRENT TO WHICH THEY MAY BE SUBJECTED, AND A MINIMUM OF 10,000 A.I.C.
17. THE ENTIRE ELECTRICAL INSTALLTION SHALL BE GROUNDED AS REQUIRED BY ALL APPLICABLE CODES AND DRAWINGS.
18. PATCH, REPAIR AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURS OF THE ELECTRICAL WORK.
19. IN DRILLING HOLES INTO CONCRETE WHETHER FOR FASTENING OR ANCHORING PURPOSES, OR PENETRATIONS THROUGH THE FLOOR FOR CONDUIT RUNS, PIPE RUNS, ETC., IT MUST BE CLEARLY UNDERSTOOD THAT TENDONS AND/OR REIENFORCING STEEL WILL NOT BE DRILLED INTO, CUT OR DAMAGED UNDER ANY CIRCUMSTANCES.
20. LOCATION OF TENDONS AND/OR REINFORCING STEEL ARE NOT DEFINITELY KNOWN AND THEREFORE MUST BE SEARCHED FOR BY APPROPRIATE METHODS AND EQUIPMENT VIA X-RAY OR OTHER DEVICES THAT CAN ACCURATELY LOCATE THE REINFORCING AND/OR STEEL TENDONS.
21. PENETRATIONS IN FIRE RADTED WALLS SHALL BE FIRE STOPPED IN ACCORDANCE WITH SECTION NO. 4305 AND 4304 OF THE U.B.C.
22. RECEPTACLES SHALL BE 20 AMPERE, 125 VOLT A.C., WHITE AS REQUIRED BY THE ARCHITECT OR APPROVED EQUAL.
23. WALL SWITCHES SHALL BE SINGLE-POLE, HUBBELL #1201 OR EQUIVELENT, WHITE AS REQUIRED BY THE ARCHITECT.
24. PLASTIC PLATES FOR ALL SWITCHES, RECEPTACLES, TELEPHONE AND BLANKED OUTLETS, SHALL HAVE ENGRAVED LETTERING WHERE INDICATED ON THE DRAWINGS. WEATHERPROOF RECEPTACLES SHALL HAVE RACO #800, 1/2" RAISED WORK COVERS.
25. WIRE AND CABLE CONDUCTORS SHALL BE COPPER #12 AWG MINIMUM, NO BX OR ROMEX CABLE IS PERMITTED UNLESS SPECIFICALLY NOTED OTHERWISE ON DRAWINGS.
26. GROUNDING CONDUCTORS SHALL BE SOLID TINNED COPPER AND ANNEALED #2.
27. GROUNDING RODS SHALL BE COPPER CLAD STEE, 5/8" ROUND AND 8' LONG, COPPERWELD OR APPROVED EQUAL.
28. METER SOCKET AMPERES, VOLTAGE, NUMBER OF PHASES SHALL BE AS NOTED ON THE DRAWINGS. MANUFACTURED BY SQUARE D COMPANY OR APPROVED EQUAL.
29. ALL MATERIALS SHALL BE U.L. LISTED.
30. CONDUIT:
 - 30.1. RIGID CONDUIT SHALL BE U.L. LABEL GALVANIZED ZINC COATED WITH ZINC INTERIOR AND SHALL BE USED WHEN INSTALLED IN OR UNDER CONCREETE SLABS, IN CONTACT WITH THE EARTH, UNDER PUBLIC ROADWAYS, IN MASONRY WALLS OR EXPOSED ON BUILDING EXTERIOR RIGIDCONDUIT IN CONTACT WITH EARTH SHALL BE 1/S LAPPED WRAPPED WITH HUNTS WRAP PROCESS NO. 3.
 - 30.2. ELECTRICAL METALLIC TUBING SHALL HAVE U.L. LABEL, FITTINGS SHALL BE GLAND RING COMPRESSION TYPE, EMT SHALL BE USED ONLY FOR INTERIOR RUNS.
 - 30.3. FLEXIBLE METALLIC CONDUIT SHALL HAVE U.L. LISTED LABEL AND MAY BE USED WHERE PERMITTED BY CODE. FITTINGS SHALL BE "JAKE" OR "SQUEEZE" TYPE, SEAL TIGHT FLEXIBLE CONDUIT. ALL CONDUIT IN EXCESS OF SIX FEET IN LENGTH SHALL HAVE FULL SIZE GROUND WIRE. ALL UNDERGROUND CONDUIT SHALL BE PVC SHCHEDULE 40 (UNLESS NOTED OTHERWISE) AT A MINIMUM DEPTH OF 24" BELOW GRADE.
31. ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENT ENGRAVED PLASTIC LABELS.
32. UPON COMPLETION OF WORK, CONDUIT CONTINUITY, SHORT CIRCUIT, AND FALL POTENTIAL GROUNDING TEST FOR APPROVAL. SUBMIT TEST REPORTS TO PROJECT MANAGER. CLEAN PREMISES OF ALL DEBRIS RESULTING FROM WORK AND LEAVE WORK IN A COMPLETE AND UNDAMAGED CONDITION.
33. CONTRACTOR TO CORRDNATE WITH UTILITY COMPANY FOR CONNECTION OF TEMPORARY AND PERMANENT POWER TO THE SITE. THE TEMPORARY POWER AND ALL HOOKUP COSTS TO BE PAID BY CONTRACTOR.

GENERAL ELECTRICAL NOTES

1. CONDUIT LAYOUTS SHOWN ON THE PLANS ARE DIAGRAMMATIC, NOT INDICATING THE EXACT ROUTING REQUIRED. THE CONTRACTOR SHALL ROUTE CONDUITS AS REQUIRED BY THE CONDITIONS OF INSTALLATION.
2. ALL EQUIPMENT PROVIDED BY THE ELECTRICAL CONTRACTOR SHALL BE LISTED AND LABELED BY A NATIONAL-RECOGNIZED TESTING AGENCY, ACCEPTABLE TO THE AUTHORITY HAVING JURISDICTINO, FOR THE CONDITIONS OF INSTALLATION.
3. DEVICE LOCATINOS SHOWN ON THE DRAWINGS ARE APPROXIMATE. EXACT DEVICE LOCATIONS

- SHALL BE AS INDICATED ON THE ARCHIHTECTURAL PLANS OR AS DIMENSIONED. IF NOT SHOWN ON THE ARCHITECTURAL PLANS OR DIMENSIONED ON THE ELECTRICAL PLANS, VERIFY EXACT LOCATION WITH THE ARCHITECT PRIOR TO ROUGH-IN.
4. ALL WIRE COUNTS ARE TYPICALLY NOT SHOWN BETWEEN LIGHT FIXTURES OR RECEPTACLES. PROVIDE ALL REQUIRED EVEN WHERE NOT SHOWN.
 5. WHERE SIZE IS NOT SHOWING ON THE DRAWINGS, CIRCUITS SHALL CONSIST OF #12 PHASE AND GROUNDED (NEUTRAL CONDUCTORS) AND A #12 CU GROUND IN 3/4" CONDUIT. MC CABLE SHALL BE ACCEPTABLE IN WALLS. ALL BRANCH CIRCUIT HOME-RUNS SHALL BE IN CONDUIT.
 6. UNLESS SPECIFICALLY NOTED OTHERWISE, THE ELECTRICAL CONTRACTOR SHALL MAKE FINAL CONNECTIONS TO ALL UTILIZATION EQUIPMENT SHOWN ON THE DRAWINGS. VERIFY THE TYPE OF FINAL CONNECTION AND PROVIDE APPROPRIATE WIRING METHOD.
 7. THE ELECTRICAL CONTRACTOR SHALL COORDINATE WITH THE MECHANICAL, PLUMBING AND GENERAL CONTRACTORS, PRIOR TO ORDERING OR INSTALLATION OF ANY EQUIPMENT, MECHANICAL AND PLUMBING EQUIPMENT REQUIREMENTS ARE PROVIDED IN THE ELECTRICAL DESIGN. THE CONTRACTOR WILL NOT BE COMPENSATED FOR COSTS ASSOCIATED WITH CHANGING THE ELECTRICAL SYSTEMS TO MATCH UTILIZATION EQUIPMENT, EVEN IF THE ELECTRICAL WORK IS INSTALLED PER THE ELECTRICAL DRAWINGS.
 8. INSULATIN & WIRE TYPES SHALL BE AS FOLLOWED: PANEL FEEDERS - THWN COPPER, WIRING ABOVE GRADE - THHN COPPER, WIRING BELOW GRADE - THWN COPPER, UNLESS NOTED OTHERWISE.
 9. SOME CONDUCTOR SIZES ARE BASED ON THE USE OF 75 DEGREE C CONDUCTOR RATINGS. THE CONTRACTOR SHALL VERIFY, PRIOR TO INSTALLATION OF CONDUCTORS OR CONDUIT FEEDING ANY EQUIPMENT, THAT ALL ELECTRICAL EQUIPMENT IS RATED FOR USE WITH 75 DEGREE C WIRING. IF ANY EQUIPMENT IS RATED FOR USE WITH LESS THAN 75 DEGREE C CONDUCTORS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY FOR EVALUATION/CORRECTION.
 10. UNLESS SPECIFICALLY NOTED OTHERWISE, SYSTEMS PROVIDED OR INSTALLED BY THE ELECTRICAL CONTRACTOR SHALL BE COMPLETE AND FULLY-FUNCTIONING AFTER INSTALLATION. COMPONENTS NOT SHOW, BUT REQUIRED FOR THE PROPER OPERATION OF THE EQUIPMENT OR SYSTEM, SHALL BE PROVIDED AT NO ADDITIOAL COSTS TO THE PROJECT.
 11. THE CONTRACTOR SHALL PERFORM ALL ACCEPTANCE TESTS REQUIRED OR RECOMMENDED BY EQUIPMENT MANUFACTURERS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER SEVE (7) DAYS PRIOR TO TESTING AND SHALL ALLOW OBSERVATION OF THE TESTING BY THE ENGINEER.
 12. ALL RECEPTACLES INSTALLED WITHIN 6 FEET OF A SINK SHALL BE GFI PROTECTED.
 13. UNLESS OTHERWISE NOTED, ALL EQUIPMENT DISCONNECTS SHALL BE NEMA TYPE 3R, FUSIBLE, 30A 3 POLE. FUSE PER EQUIPMENT NAMUFACTURER'S INSTALLATION INSTRUCTIONS.
 14. ALL PENETRATIONS IN WALLS SHALL BE SEALED WITH FLEXIBLE ACOUSTIC CAULKING. CAULKING SHALL BE APPLIED AROUND OUTLETS BOXES TO PROVIDE A COMPLETE SEAL BETWEEN THE BOX AND THE WALL.
 15. PRIOR TO TRENCHING IN ANY AREA, THE CONTRACTOR SHALL CONTACT ELECTRICAL, COMMUNICATIONS/DATA, CABLE TV, GAS, AND WATER UTILITY PROVIDERS (BLUE STAKE) AND HAVE ALL UTILITIES IN THE AREA IDENTIFIED. IN ADDITION, THE CONTRACTOR SHALL OBTAIN THE SERVICES OF A SUBCONTRACTOR SPECIALIZING IN THE LOCATIN OF UNDERGROUND STRUCTURES TO IDENTIFY ANY OBSTACLES IN THE PATH OF TRENCHING (PRIOR TO COMMENCING WORK). DAMAGE TO ANY UNDERGROUND STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE PROJECT.
 16. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH LOCAL AND STATE CODES INCLUDING THE NEC.
 17. OVER CURRENT DEVICES SHALL BE LOCATED WHERE THEY WILL NOT BE EXPOSED TO PHYSICAL DAMAGE.
 18. HOMERUNS SHALL NOT BE GANGED TOGETHER UNLESS SHOWN GANGED.
 19. CONTRACTOR SHALL CONTACT ENGINEER IN WRITING (RFI) PRIOR TO PROCEEDING WITH ANY WORK NOT CLEARLY SHOWN ON THESE CONTRACT DOCUMENTS. ENGINEER WILL NOT ACCEPT ANY RESPONSIBILITY FOR WORK HE HAS NOT EXPLICITLY AUTHORIZED.
 20. PROVIDE IDENTIFICATION AT THE DISTRIBUTION PANEL FOR BRANCH CIRCUITS THAT FEED EMERGENCY LIGHTING UNIT EQUIPMENT.
 21. ELECTRICAL EQUIPMENT THAT IS LIKELY TO REQUIRED MAINTENANCE WHILE ENERGIZED SHALL BE PROPERLY MAKRED TO WARN PERSONNEL OF ARC FLASH HAZARD.
 22. PROVIDE A #18 OR LARGER COPPER TRACER WIRE SECURELY ATTACHED TO THE NON-METALLIC CABLE, PIPE OR CONDUIT AT 8'-0" ON CENTER. IT SHALL HAVE A 12" OF TRACER WIRE ACCESSIBLE ABOVE GRADE AT ANY ABOVE GRADE TERMINATION PER ARIZONA STATE STATUE.
 23. UTILITY COORDINATION
 - 23.1. THE CONTRACTOR SHALL SUBMIT A COMOPLETE SET OF DRAWINGS TO ELECTRICAL AND TELCO UTILITIES AS REQUIRED FOR DESIGN.
 - 23.2. THE CONTRACTOR SHALL NOT TRENCH OR INSTALL CONDUITS (ON THE UTILITY OR LOAD SIDE) TO THE SES OR TO THE UTILITY TRANSFORMER (PRIMARY OR SECONDARY), OR TO THE UTILITY CONNECTION POINT BEFORE RECEIVING A FINAL DESIGN FROM THE UTILITY.
 - 23.3. THE CONTRACTOR SHALL NOT INSTALL EQUIPMENT PADS FOR THE SES OR ANY UTILITY EQUIPMENT (TRANSFORMERS, SWITCHING CABINETS, ETC) PRIORER TO RECEIPT OF FINAL PLANS FROM THE UTILITY.
 - 23.4. THE CONTRACTOR SHALL NOT BE COMPENSATED FOR ADDITIONAL WORK REQUIRED TO MEET THE REQUIREMENTS OF THE UTILITY WHICH IS THE RESULT OF PROCEEDING PRIOR TO RECEIPT OF A FINAL UTILITY DESIGN.
 24. SERIES RATING NOTES
 - 24.1. WHERE A CIRCUIT BREAKER IS USED ON A CIRCUIT HAVING AN AVAILABLE FAULT CURRENT HIGHER THAN THE MARKED INTERRUPTING RATING BY BEING CONNECTED ON THE LOAD SIE OF AN ACPTABLE OVERCURRENT PROTECTIVE DEVICE HAVING A HIGHER RATING, THE CCIRCUIT BREAKER SHALL MEET THE REQUIRMENTS SPECIFIED IN (1) AND (2).
 - 24.1.1. TESTED COMBINATIONS. THE COMBINATION OF THE LINE-SIDE OVERCURRENT DEVICE AND LOAD-SIDE CIRCUIT BREAKER(S) IS TESTED AND MAKRED ON THE END USE EQUIPMENT, SUCH AS SWITCHBOARDS AND PANELBOARDS.
 - 24.1.2. MOTOR CONTRIBUTION. SERIES RATINGS SHALL NOT BE USED WHERE
 - 24.1.2.1. MOTORS ARE CONNECTED ON THE LOAD SIDE OF THE HIGHER-RATED OVERCURRENT DEVICE AND ON THE LINE SIDE OF THE LOWER-RATED OVERCURRENT DEVICE, AND
 - 24.1.2.2. THE SUM OF THE MOTOR FULL-LOAD CURRENTS EXCEEDS 1 PERCENT OF THE INTERRUPTING RATING OF THE LOWER-RATED CIRCUIT BREAKER.
 - 24.1.3. WHERE CIRCUIT BREAKERS OR FUSES ARE APPLIED IN COMPLIANCE WITH THE SERIES COMBINATION RATINGS MARKED ON THE EQUIPMENT BY THE MANUFACTURER, THE EQUIPMENT ENCLOSURE(S) SHALL BE LEGIBLY MARKED IN THE FIELD TO INDICATE THE EQUIPMENT HAS BEE APPLIED WITH A SERIES COMBINATION RATION. THE MARKING SHALL BE REDILY VISIBLE AND STATE THE FOLLOWING:

CAUTION - SERIES COMBINATION SYSTEM RATED _____ AMPERES. IDENTIFIED REPLACEMENT COMPONENTS REQUIRED
 - 24.1.4. TESTED COMBINATIONS. THE COMBINATION OF THE LINE-SIDE OVERCURRENT DEVICE AND LOAD SIDE CIRCUIT BREAKER(S) IS TESTED AND MARKED ON THE END USE EQUIPMENT, SUCH AS STICHBOARDS AND PANELBOARDS.
 - 24.1.5. FOR SERIES RATING COMBINATION, MANUFACTURER OF PANELBOARDS AND SWITCHBOARDS AND ASSOCIATED DEVIES SHALL BE OF SAME MANUFACTURER AS THE UPSTREAM EQUIPMENT/DEVICE

CODE INFORMATION:
MINNESOTA ELECTRICAL CODE, 2024 MCEC, & 2020 MCEC , ALL SYSTEM SHALL BE IN COMPLIANCE WITH ABOVE CODES AS ADOPTED BY CITY OF NEW BRIGHTON, MINNESOTA.

ENGINEER

ENGINEER
TIM ALEXANDER, PE
602.403.8368
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SHEET INDEX

E1.0	GENERAL NOTES / LEGENDS / SHEET INDEX
E2.0	ONE-LINE / PANEL SCHEDULES/ CALCULATIONS

ELECTRICAL SYMBOLS

	FLUORESCENT STRIP FIXTURE, LENGHT PER PLAN		PHOTOCELL, MOUNTED ON ROOF UNLESS NOTED OTHERWISE
	SURFACE WALL-MOUNTED LIGHT FIXTURE		SINGLE POLE TOGGLE SWTICH
	SOLID 'J'BOX' ON ANY FIXTURE INDICATES A FIXTURE WITH AN INTERGRAL EMERGENCY POWER SUPPLY, PER SPECIFICATIONS		DUPLEX CONVENIENCE RECEPTACLE
	POLE-MOUNTED LIGHT FIXTURE		COMBINATION TELEPHONE AND DATA OUTLET IN THE SAME BOX
	DOUBLE DUPLEX (FOURPLEX) CONVENIENCE RECEPTACLE		DISTRIBUTION PANELBOARD, MOTOR CONTROL CENTER OR SERVICE ENTRANCE SECTION. SEE DRAWINGS FOR EXACT TYPE
	JUNCTION BOX. 'C' INDICATES CEILING MOUNTED. 'F' INDICATES FLOOR MOUNTED (SUBSCRIPTS ARE TYPICAL FOR ALL DEVICES)		DATA OUTLET
	VOICE OUTLET		DISTRIBUTION TRANSFORMER
	HORSEPOER RATED MANUAL MOTOR SWITCH		TELEPHONE MOUNTING BOARD
	SURFACE MOUNTED PANEL BOARD		TEST WELL/GROUND ROD
	FLUSH MOUNTED PANEL BOARD		CADWELD CONNECTION
	GROUND ROD - 5/8" X 8' COPPER CLAD		GROUNING WIRE
	MECHANICAL CONNECTION		SURGE SUPPRESSOR GROUND BAR
	GROUND BAR		MANUAL XFR SWITCH AND GEN. RECPT.
	METER AND MAIN BREAKER		ELECTRICAL POWER
	GPS ANTENNA		
	T-1 LINE		
	FUSIBLE DISCONNECT SWITCH FURNISHED AND INSTALLED BY THE ELECTRICAL CONTRACTOR UNLESS NOTED OTHERWISE. SIZE AND FUSES AS PER RECOMMENDATIONS OF EQUIPMENT'S MANUFACTURER OR AS NOTED. 30A, 3P, 250V, NEMA 3R UNLESS NOTED OTHERWISE. (N. INDICATES NON-FUSED)		ELECTRICAL MOTOR. SEE DRAWINGS FOR SIZE

WIRE AND CONDUIT

	FLEXIBLE CONDUIT		CONDUIT TURNING DOWN
	CONDUIT CONCEALED IN WALLS OR ABOVE CEILING W/ 2 #12, #12 GND, 3/4" C., UNLESS NOTED OTHERWISE		CONDUIT CONCEALED UNDER FLOOR OR BELOW GRADE W/ 2 #12, #12 GND, 3/4" C., UNLESS NOTED OTHERWISE
	CONDUIT TURNING UP		

ONE-LINE DIAGRAM

	CIRCUIT BREAKER, FIXED MOUNTED		CIRCUIT BREAKER, DRAWOUT MOUNTING
	FUSIBLE SWITCH. SIZE AS INDICATED ON DRAWINGS		TRANSFORMER. SEE ONE-LINE FOR TYPE AND SPECIFICATION
	CURRENT TRANSFORMER		METERING DEVICE
	PANELBOARD, MAIN LUG ONLY		PANELBOARD, MAIN CIRCUIT BREAKER
	TRANSFER SWITCH - MANUAL OR AUTOMATIC		GENERATOR WITH INTEGRAL PROTECTION
	UNINTERRUPTIBLE POWER SUPPLY		
	INDICATES A FEED-THROUGH LUG CONNECTION		

ABBREVIATIONS

C.O.	CONDUIT ONLY	E.C.	ELECTRIC CONTRACTOR
PVC.	SCHEDULE 40 PLASTIC CONDUIT	G.C.	GENERAL CONTRACTOR
GRC.	GALVANIZED RIGID CONDUIT	1P, 2P, & 3P	SINGLE POLE, TWO POLE & THREE
MTD.	MOUNTED	POLE	
W.A.	WEATHERPROOF	EGB	EQUIPMENT GROUND BUS
U.O.N	UNLESS OTHERWISE NOTED	MGB	MAIN GROUND BUS
G. OR GRD.	GROUND	AFC	AVAILABLE FAULT CURRENT
N. OR NEUT.	NEUTRAL	AWG	AMERICAN WIRE GAUGE
A. OR AMP.	AMPERE	BTCW	BARE TINNED COPPER WIRE
KW.	KILOWATTS	GPS	GLOBAL POSITIONING SYSTEM
W.	WATTS	PPC	POWER PROTECTION CABINET
~	PHASE	TYP.	TYPICAL
DIA.	DIAMETER	RGS	RIGID GALVANIZED STEEL
H.P. OR HP.	HORSEPOWER	EMT	ELECTRICAL METALLIC TUBING
XFRM	TRANSFORMER	DWG	DRAWING
C.A.	CIRCUIT BREAKER	BTS	BASE TRANSMISSION SYSTEM
CKT.	CIRCUIT	GEN	GENERATOR
SW.	SWITCH	BSCW	BARE STRANDED COPPER WIRE
MTS	MANUAL TRANSFORMER SWITCH	ISCW	INSULATED STRANDED COPPER WIRE
F.A.	FIRE ALARM		
RECPT.	RECEPTACLE		



990 SOUTH BROADWAY, DENVER, CO 80209

PROJECT INFORMATION:

SITE NAME:
NEW BRIGHTON
SITE ID:
A100022A
ALT ID:

SITE ADDRESS:
700 SILVER LAKE RD
NEW BRIGHTON MN 55112

SITE COUNTY:
RAMSEY COUNTY

Rev:	Date:	Description:	By:
A	11.11.25	PCD'S	JT
0	01-16-26	FINAL	ML



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
SIGNATURE: *Tim Alexander*
NAME: TIM ALEXANDER
DATE: 16 JAN 2026 LICENSE #: 61982

THIS WORK WAS PREPARED BY MYSELF OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. ALL SCALES ARE SET FOR 11"x17"

SHEET TITLE:

GENERAL NOTES / LEGENDS / SHEET INDEX

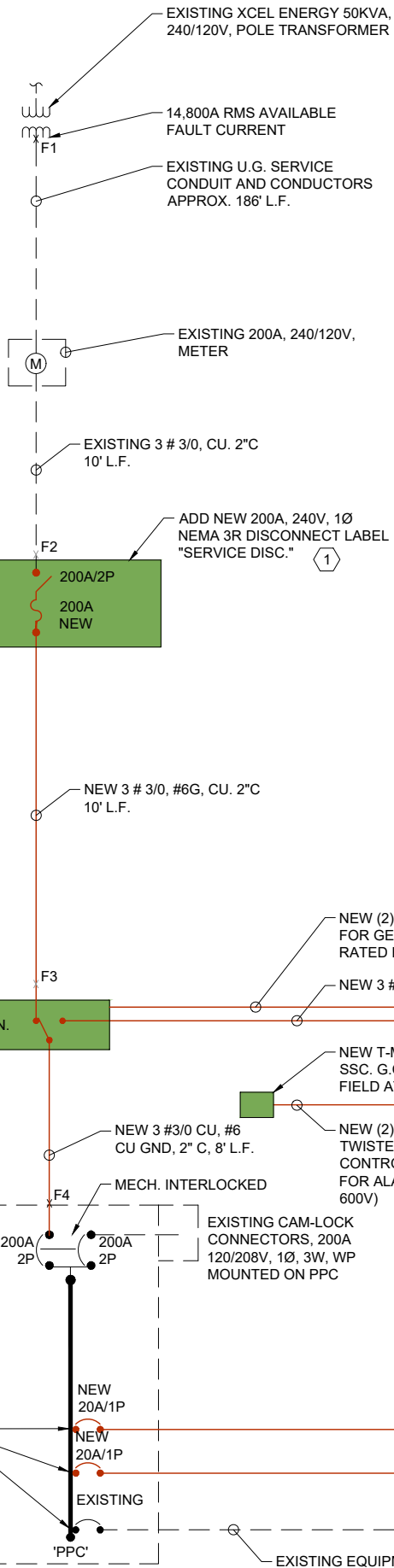
SHEET NUMBER:

E1.0		
DRAWN BY:	CHK BY:	APV BY:
JT	TN	TE

T:\New-COA\100022A\HARDENING NATIONAL\A&E\CAD\A100022A Electrical Sheets.dwg PLOT DATE: 11/11/2025 BY:Michael Laster



Know what's below.
Call before you dig.



- NOTES:**
1. ALL WIRES SHALL BE COPPER THWN WIRE UNLESS NOTED OTHERWISE.
 2. PRIOR TO RUNNING CONDUIT ROUTE - CONTRACTOR SHALL CONTACT THE T-MOBILE PROJECT MANAGER AND VERIFY THE EQUIPMENT CABINET LAYOUT CONFIGURATION AND ROUTE CONDUITS ACCORDINGLY.
 3. PRE-CONSTRUCTION MEETING AND ELECTRICAL EASEMENT REQUIRED.
 4. CONTRACTOR SHALL TAG EACH CIRCUIT CONDUCTOR AT EACH J-BOX, OUTLET, SWITCH, ETC. WITH THE CIRCUITS IDENTIFICATION.
 5. GENERATOR SHALL COMPLY WITH SECTION 445 OF THE 2023 NEC
 6. ELECTRICAL CONTRACTOR SHALL PROVIDE LABELING OF THE AVAILABLE FAULT CURRENT FOR EACH PANEL AS NOTED, PER NEC 110.24.
 7. GENERATOR NEUTRAL SHALL NOT BE BONDED TO FRAME. IT SHALL BE SOLIDLY CONNECTED THROUGH TRANSFER SWITCH TO SERVICE NEUTRAL.

NEW PLACARD NOTES ON DISCONNECT SWITCH

"CAUTION"
OPTIONAL 48KW, 120V/240V, 1PH, 3W DIESEL DRIVEN BACKUP GENERATOR FOR T-MOBILE ADJACENT TO EQUIPMENT CABINET.

1-PHASE, LINE-TO-LINE SHORT CIRCUIT CALCULATIONS BASED ON THE "POINT-BY-POINT" METHOD

M = 1/(1+F)		CABLE: F = 2xLxI / CxE		XFMR: F=IPSC x VP x %Z/100000 x KVA IS (SCA) = VP /VS x M x IS							
ICS=THE AVAILABLE SHORT CIRCUIT CURRENT, IN AMPERES, AT THE BEGINNING OF THE CIRCUIT L = THE LENGTH OF THE CIRCUIT TO THE FAULT IN FEET. C = THE CONSTANT FROM TABLE C FOR THE TYPE OF CONDUCTORS AND THE CIRCUIT ARRANGEMENT. FOR PARALLEL RUNS MULTIPLY "C" VALUE BY THE NUMBER OF CONDUCTORS PER PHASE. E = LINE-TO-LINE VOLTAGE OR LINE-TO-GROUND VOLTAGE, WHERE APPLICABLE. IP = PRIMARY CURRENT IN AMPERES VP = PRIMARY LINE-TO-LINE VOLTAGE OF TRANSFORMER IN VOLTS E = LINE-TO-LINE VOLTAGE OR LINE-TO-GROUND VOLTAGE, WHERE APPLICABLE. %Z IMPEDANCE OF TRANSFORMER											
FAULT POINT	DESCRIPTION	SOURCE ICS (AMPS)	WIRE / CABLE SIZE	TYPE OF CONDUIT	TYPE OF WIRE	"C" VALUE	E (VOLTS)	L (LENGTH) IN FEET	F	M	I SCA (AMPS)
F1	50KVA										14,800
F2	NEW DISC.	14,800	#3/0	NON-MAG	CU	13923	240	186'	1.6476	0.3777	5,589
F3	(N) ATS	5,589	#3/0	STEEL	CU	12844	240	10'	0.0363	0.9650	5,394
F4	PPC	5,395	#3/0	STEEL	CU	12844	240	8'	0.0280	0.9728	5,247

PROVIDE APPROVED ARC-FLASH HAZARD WARNING ON ALL REQUIRED ELECTRICAL EQUIPMENT PER NEC 110.16

WARNING

ELECTRIC ARC FLASH HAZARD

WILL CAUSE SEVERE INJURY OR DEATH WEAR PROPER PROTECTIVE EQUIPMENT BEFORE OPENING OR PERFORMING DIAGNOSTIC MEASUREMENTS WHILE ENERGIZED. (SEE NPFA 70E)

NOTE:
THE ABOVE CALCULATIONS NEGLECTED MOTOR SHORT-CIRCUIT CONTRIBUTIONS. IF SIGNIFICANT, MOTOR SHORT-CIRCUIT CONTRIBUTION MAY BE ADDED TO THE TRANSFORMER SECONDARY SHORT-CIRCUIT CURRENT VALUE. A PRACTICAL ESTIMATE OF MOTOR CONTRIBUTIONS IS TO MULTIPLY THE TOTAL MOTOR LOAD IN AMPERES BY 4. LENGTHS ARE FOR CALCULATIONS ONLY. DO NOT USE FOR COST ESTIMATING OR TAKE-OFF PURPOSES.

2 SHORT CIRCUIT CALCULATIONS

LOAD CENTER PANEL "PPC"

VOLTS: 120 / 240 PHASE: 1 # OF WIRES: 3 BUS SIZE: 200A MAIN SIZE: 200A MAIN TYPE: MCB

MINIMUM AIC RATING: 10,000 AIC NEMA 3R ENCLOSURE MOUNT STYLE: SURFACE

DESCRIPTION	POS	BREAKER	VOLT AMPS	Ø	VOLT AMPS	BREAKER	POS	DESCRIPTION
(SURGE)	1	30A/2P	0	A	360	15A/1P	2	GFCI
	3			B	300		4	LIGHTS
HVAC - SUB PANEL	5	50A/2P	7884	A	0	15A/1P	6	SPACE
	7			B	0		8	SPACE
ZAYO	9	20A/1P	500	A	0		10	SPACE
REC 1 - 2	11	30A/2P	1450	B	0		12	SPACE
	13			A	0	14	SPACE	
REC 3 - 4	15	30A/2P	1450	B	0		16	SPACE
	17			A	0	18	SPACE	
REC 5 - 6	19	30A/2P	1450	B	0		20	SPACE
	21			A	1008	22	GEN BATTERY CHARGER	
REC 7 - 8	23	30/2P	1450	B	1440	20A/1P	24	GEN BLOCK HEATER
	25			A	0	26	SPACE	
SPACE	27		0	B	0		28	SPACE
SPACE	29		0	A	0		30	SPACE

PHASE LOAD TOTALS: PHASE A: 15,552 PHASE B: 15,424

PANEL LOAD CALCULATIONS

LIGHTS	300	VOLT AMPS X 1.25	375	VOLT AMPS
RECEPTACLES 1ST 10KVA	360	VOLT AMPS X 1.00	360	VOLT AMPS
LARGEST MOTOR	7,008	VOLT AMPS X 1.25	8,760	VOLT AMPS
REMAINDER MOTOR	7,008	VOLT AMPS X 1.00	7,008	VOLT AMPS
RECTIFIER	11,600	VOLT AMPS X 1.00	11,600	VOLT AMPS
OTHER	1,948	VOLT AMPS X 1.00	1,948	VOLT AMPS
			30,051	TOTAL DEMAND
			125.21	AMPS, 1Ø 3W

3 ONE-LINE DIAGRAM

1 LOAD CALCULATIONS



990 SOUTH BROADWAY, DENVER, CO 80209

PROJECT INFORMATION:

SITE NAME:
NEW BRIGHTON

SITE ID:
A100022A

ALT ID:

SITE ADDRESS:
700 SILVER LAKE RD
NEW BRIGHTON MN 55112

SITE COUNTY:
RAMSEY COUNTY

Rev:	Date:	Description:	By:
A	11.11.25	PCD'S	JT
0	01-16-26	FINAL	ML



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

SIGNATURE: *Tim Alexander*
NAME: TIM ALEXANDER
DATE: 16 JAN 2026 LICENSE #: 61982

THIS WORK WAS PREPARED BY MYSELF OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. ALL SCALES ARE SET FOR 11"x17"

SHEET TITLE:

ONE-LINE / PANEL SCHEDULES / CALCULATIONS

SHEET NUMBER:

E2.0

DRAWN BY: CHK BY: APV BY:

JT	TN	TE
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PROJECT INFORMATION:

SITE NAME:
NEW BRIGHTON

SITE ID:
A100022A

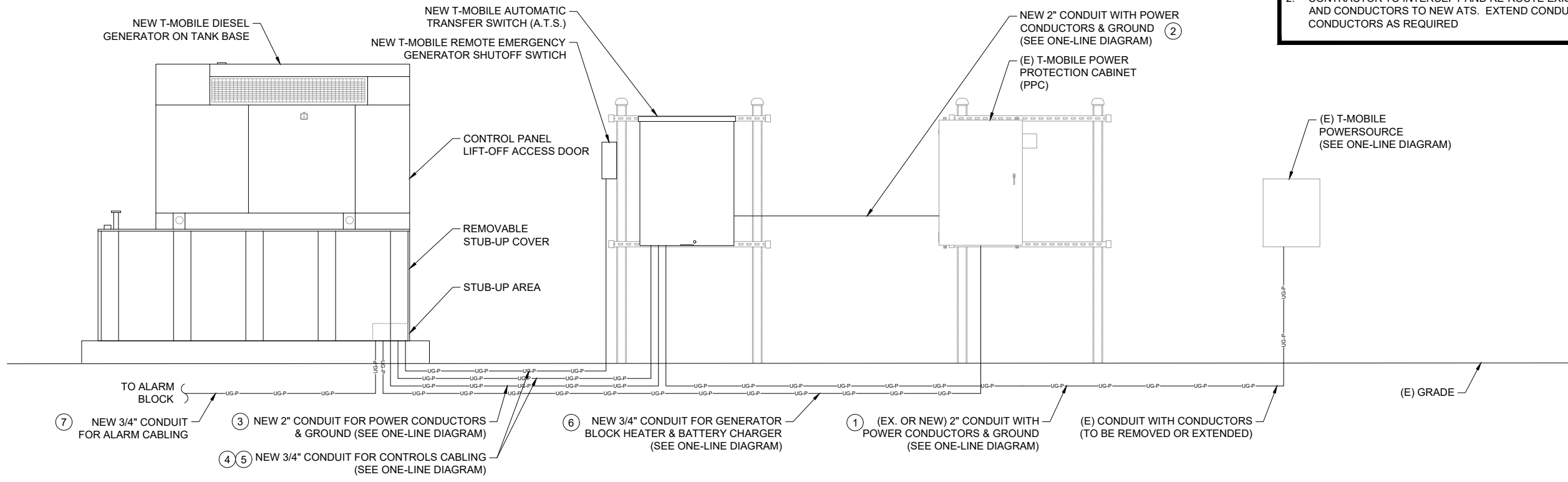
ALT ID:

SITE ADDRESS:
700 SILVER LAKE RD
NEW BRIGHTON MN 55112

SITE COUNTY:
RAMSEY

Rev:	Date:	Description:	By:
A	10.27.25	PRELIMINARY	SMK
0	01.16.26	FINAL	ML

NOTE:
1. THIS DIAGRAM IS A TYPICAL SCHEMATIC. REFER TO E-SHEETS FOR SITE SPECIFIC DETAILS. REFER TO SITE PLAN FOR EQUIPMENT LOCATIONS AND VERIFY EXISTING CONDITIONS IN FIELD.
2. CONTRACTOR TO INTERCEPT AND RE-ROUTE EXISTING CONDUITS AND CONDUCTORS TO NEW ATS. EXTEND CONDUIT AND CONDUCTORS AS REQUIRED

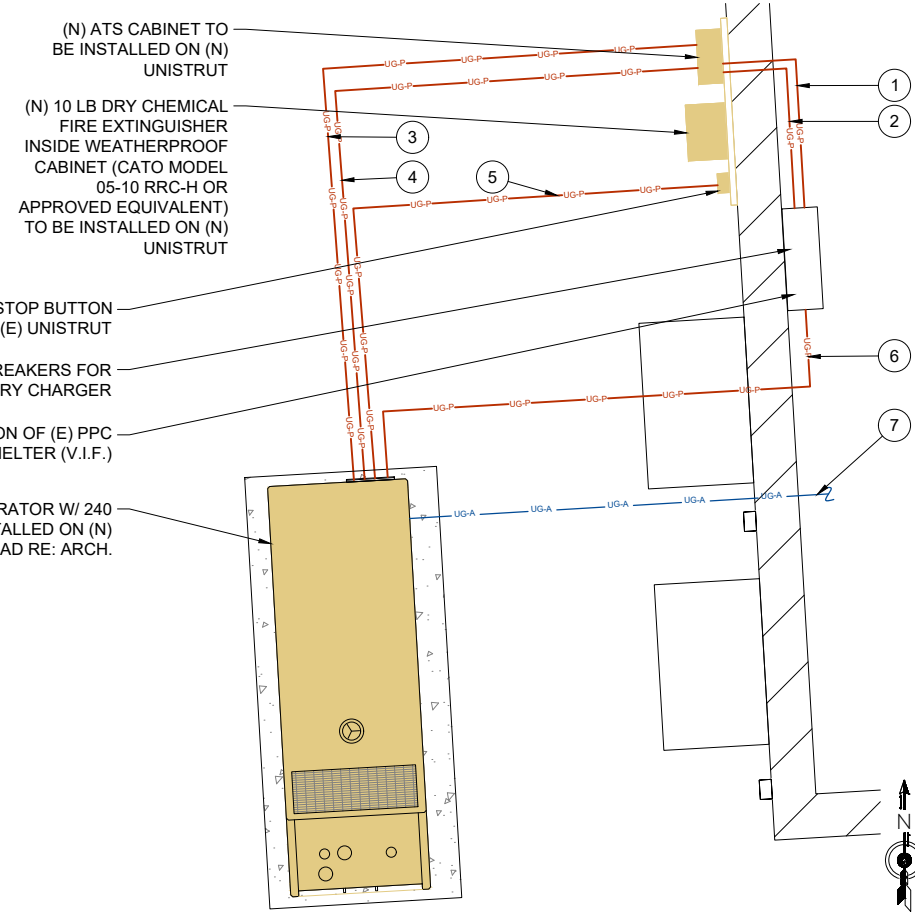


2 TYPICAL ELECTRICAL CONDUIT SCHEMATIC DIESEL DETAIL

NTS

LEGEND

UG-A	UNDERGROUND ALARM CONDUIT
AGA	ALARM CABLE
UG-P	UNDRGROUND ELECTRIC CONDUIT
—	ELECTRIC CONDUIT



UTILITY LEGEND

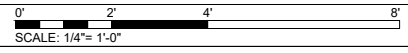
NO.	FROM	TO	WIRE QTY. & TYPE	GROUND (CU WIRE)	CONDUIT SIZE	FUNCTION	APPROXIMATE CONDUIT LENGTH
①	POWER SOURCE (200A, 120/240V 1Ø 3W)	ATS	(3) 3/0	(1) #6	2" RIGID RMC (ABOVE GROUND), UNDERGROUND SCH, 40 GREY PVC	EXTEND NORMAL POWER FEEDER FROM DISCONNECT TO ATS USING POLARIS TAP CONNECTORS	±5'
②	ATS	PPC	(3) 3/0	(1) #6	2" RIGID RMC (ABOVE GROUND)	POWER FEEDER TO PPC	±5'
③	GENERATOR	ATS	(3) 3/0	(1) #6	2" RIGID RMC (ABOVE GROUND), UNDERGROUND SCH, 40 GREY PVC	EMERGENCY POWER FEEDER TO ATS	±20'
④	ATS	GENERATOR	(2) #14 TYPE TC WIRES	N/A	3/4" RIGID RMC (ABOVE GROUND), UNDERGROUND SCH, 40 GREY PVC	GENERATOR CONTROL	±20'
⑤	GENERATOR	E-STOP	(2) #12	(1) #12	3/4" RIGID RMC (ABOVE GROUND), UNDERGROUND SCH, 40 GREY PVC	REMOTE E-STOP FEED TO GENERATOR	±15'
⑥	GENERATOR	PPC	(4) #12	(1) #12	3/4" RIGID RMC (ABOVE GROUND), UNDERGROUND SCH, 40 GREY PVC	(2) 20 AMP 1-POLE BREAKER FOR GENERATOR BLOCK HEATER & BATTERY CHARGER	±18'
⑦	GENERATOR	FREE (ALARM BOX)	(2) CAT6 CABLES	N/A	3/4" RIGID RMC (ABOVE GROUND), UNDERGROUND SCH, 40 GREY PVC	ALARM CABLES (RUN INTO ALARM BOX. PROVIDE 24" OF SLACK CABLE. FINAL PUNCH DOWN IS BY GC. LABEL ALL WIRES)	±18'

NOTE: * THE CONDUIT LENGTH GIVEN IS BASED ON DRAWING + 15%. THE EXACT LENGTH TO BE VERIFIED IN FIELD. GC TO VERIFY LENGTHS AFTER COORDINATING W/ SERVICE UTILITY COMPANIES

Know what's below.
Call before you dig.

3 UTILITY PLAN

1 UTILITY LEGEND



UCI²
CONSTRUCTION SERVICES, LLC
4751 FOX STREET, DENVER, CO 80216

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
SIGNATURE: *Tim Alexander*
NAME: TIM ALEXANDER
DATE: 16 JAN 2026 LICENSE #: 61982

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SHEET TITLE:
UTILITY PLAN AND DETAILS

SHEET NUMBER:
E3.0

DRAWN BY: **SMK** CHK BY: **ML** APV BY: **RG**

T:\Non-COA\100022A\HARDENING NATIONAL\A&E\CAD\100022A_HARDENING NATIONAL_A and E_CDS.dwg PLOT DATE: 10/28/2025 BY: Michael Laster

ALARM LABEL CODING (GENERATOR TO FSEB)

GENERAC GENERATOR, LOCP RELAY INSTALLED			TERMINATION AT FSEB				TERMINATION AT GENDERATOR					
NAME	LINE#	DESCRIPTION	POLARITY	EAC CABLE	WIRES	TERMINAL BLOCK	WIRES	TERMINAL BLOCK	WIRES	TERMINATION	WIRES	TERMINATION
GENERATOR LOW FUEL	13	NC#5-LOW FUEL	NC	CAT6 TO GENERATOR RELAY	WHITE/BLUE	X4111 PIN 13	BLUE	X4110 PIN 13	WHITE/BLUE	GENERAC CUSTOMER CONNECTION RB4 #3	BLUE	GENERAC CUSTOMER CONNECTION RB4 #2
GENERATOR RUNNING	14	NC#8-GEN RUNNING	NC	CAT6 TO GENERATOR RELAY	WHITE/ORANGE	X4111 PIN 14	ORANGE	X4110 PIN 14	WHITE/ORANGE	GENERAC CUSTOMER CONNECTION RB4 #9	ORANGE	GENERAC CUSTOMER CONNECTION RB4 #8
GENERATOR NOTE IN AUTO	15	NC#11-NOT IN AUTO	NC	CAT6 TO GENERATOR RELAY	WHITE/GREEN	X4111 PIN 15	GREEN	X4110 PIN 15	WHITE/GREEN	GENERAC CUSTOMER CONNECTION RB4 #12	GREEN	GENERAC CUSTOMER CONNECTION RB4 #11
GENERATOR ALARM CRITICAL	16	COMMON SHUTDOWN ALARM OUTPUT	NC	CAT6 TO GENERATOR RELAY	WHITE/BROWN	X4111 PIN 16	BROWN	X4110 PIN 16	WHITE/BROWN	GENERAC CUSTOMER CONNECTION TB4 #2	BROWN	GENERAC CUSTOMER CONNECTION TB4 #1
GENERATOR ALARM NSI	17	NC#2-DOOR ALARM	NC	CAT6 TO GENERATOR RELAY	WHITE/BLUE	X4111 PIN 17	BLUE	X4110 PIN 17	WHITE/BLUE	GENERAC CUSTOMER CONNECTION RB4 #6	BLUE	GENERAC CUSTOMER CONNECTION RB4 #5

ALARM LABEL CODING (GENERATOR TO FSEE)

GENERAC GENERATOR, LOCP RELAY INSTALLED			TERMINATION AT FSEE ONLY IF STARTS ON 0				TERMINATION AT GENDERATOR					
NAME	LINE#	DESCRIPTION	POLARITY	EAC CABLE	WIRES	TERMINAL BLOCK	WIRES	TERMINAL BLOCK	WIRES	TERMINATION	WIRES	TERMINATION
GENERATOR LOW FUEL	12	NC#5-LOW FUEL	NC	CAT6 TO GENERATOR RELAY	WHITE/BLUE	X4111 PIN 12	BLUE	X4110 PIN 12	WHITE/BLUE	GENERAC CUSTOMER CONNECTION RB4 #3	BLUE	GENERAC CUSTOMER CONNECTION RB4 #2
GENERATOR RUNNING	13	NC#8-GEN RUNNING	NC	CAT6 TO GENERATOR RELAY	WHITE/ORANGE	X4111 PIN 13	ORANGE	X4110 PIN 13	WHITE/ORANGE	GENERAC CUSTOMER CONNECTION RB4 #9	ORANGE	GENERAC CUSTOMER CONNECTION RB4 #8
GENERATOR NOTE IN AUTO	14	NC#11-NOT IN AUTO	NC	CAT6 TO GENERATOR RELAY	WHITE/GREEN	X4111 PIN 14	GREEN	X4110 PIN 14	WHITE/GREEN	GENERAC CUSTOMER CONNECTION RB4 #12	GREEN	GENERAC CUSTOMER CONNECTION RB4 #11
GENERATOR ALARM CRITICAL	15	COMMON SHUTDOWN ALARM OUTPUT	NC	CAT6 TO GENERATOR RELAY	WHITE/BROWN	X4111 PIN 15	BROWN	X4110 PIN 15	WHITE/BROWN	GENERAC CUSTOMER CONNECTION TB4 #2	BROWN	GENERAC CUSTOMER CONNECTION TB4 #1
GENERATOR ALARM NSI	16	NC#2-DOOR ALARM	NC	CAT6 TO GENERATOR RELAY	WHITE/BLUE	X4111 PIN 16	BLUE	X4110 PIN 16	WHITE/BLUE	GENERAC CUSTOMER CONNECTION RB4 #6	BLUE	GENERAC CUSTOMER CONNECTION RB4 #5

PROJECT INFORMATION:

SITE NAME:
NEW BRIGHTON

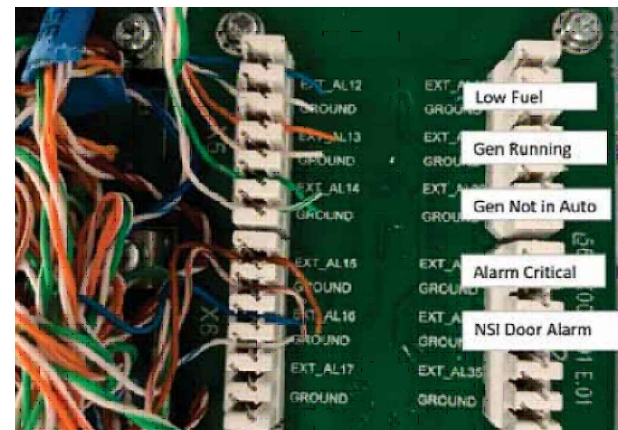
SITE ID:
A100022A
ALT ID:

SITE ADDRESS:
700 SILVER LAKE RD
NEW BRIGHTON MN 55112

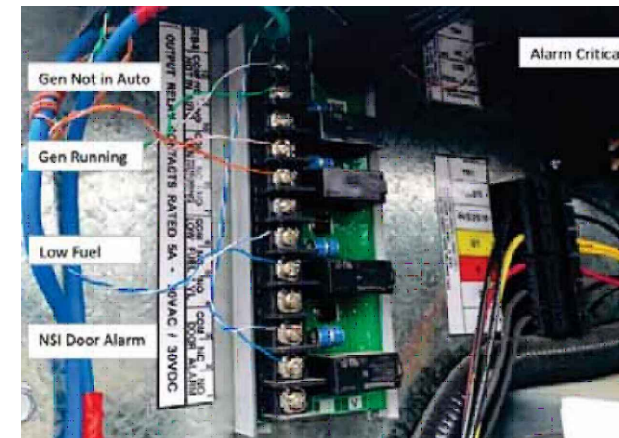
SITE COUNTY:
RAMSEY

Rev:	Date:	Description:	By:
A	10.27.25	PRELIMINARY	SMK
0	01.16.26	FINAL	ML

TERMINATIONS TO FSEB/FSEE



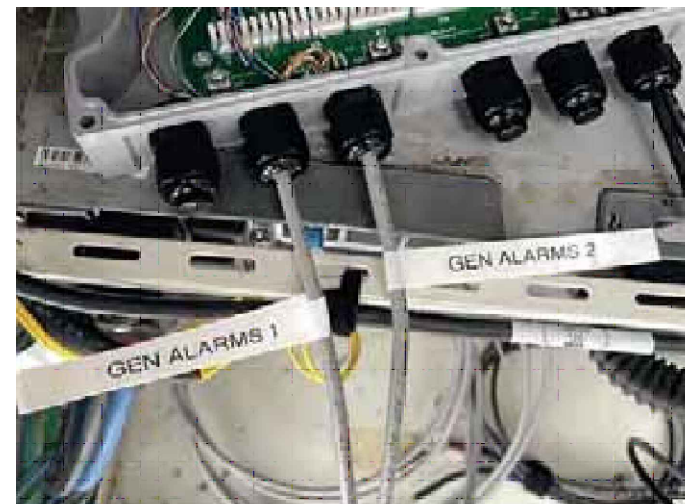
TERMINATIONS TO GENERATOR



IMPORTANT NOTES:

1. A FLAG STYLE LABEL IS TO BE PLACED ON EACH ALARM CABLE NOTE MORE THAN 5" FROM ANY TERMINATION POINT. THE CABLE LABELS ARE TO DEFINE THE CIRCUIT DESCRIPTION AND POINT OF TERMINATION ON EACH END OF THE CABLE WITH THE NEAR END ("THIS POSITION") AND FAR END ("TO POSITION") INFORMATION AND TERMINATION POINTS.
2. ALARM WIRING TERMINATIONS SHALL BE RING OR FORK TONGUE VINYL INSULATED COMPRESSION TYPE, UL-CSA APPROVED MANUFACTURERS WITH 600V INSULATION.
3. (2) OUTDOOR RATED CAT 6 CABLES TO BE UTILIZED FOR ALARM CONNECTIONS; POLYOLEFIN INSULATION, RIP CORD AND OUTER PVC JACKET.
4. TERMINATIONS FOR SHIELDED ALARM CABLING SHALL BE SIMILAR, WITH TERMINATIONS FOR LOOP AND BRAIDED GROUND CONDUCTORS.
5. ALL FIELD ALARMS INCLUDING GENERATOR ALARMS ARE TO ROUTE DIRECTLY TO THE ALARM BOX FOR TERMINATION.
6. CLEARLY LABEL AND TAG ALL COMPONENTS.

LABELS AT FSEB/FSEE



LABELS AT GENERATOR



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SIGNATURE: *Tim Alexander*
NAME: TIM ALEXANDER
DATE: 16 JAN 2026 LICENSE #: 61982

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SHEET TITLE:

ALARM SCHEDULE

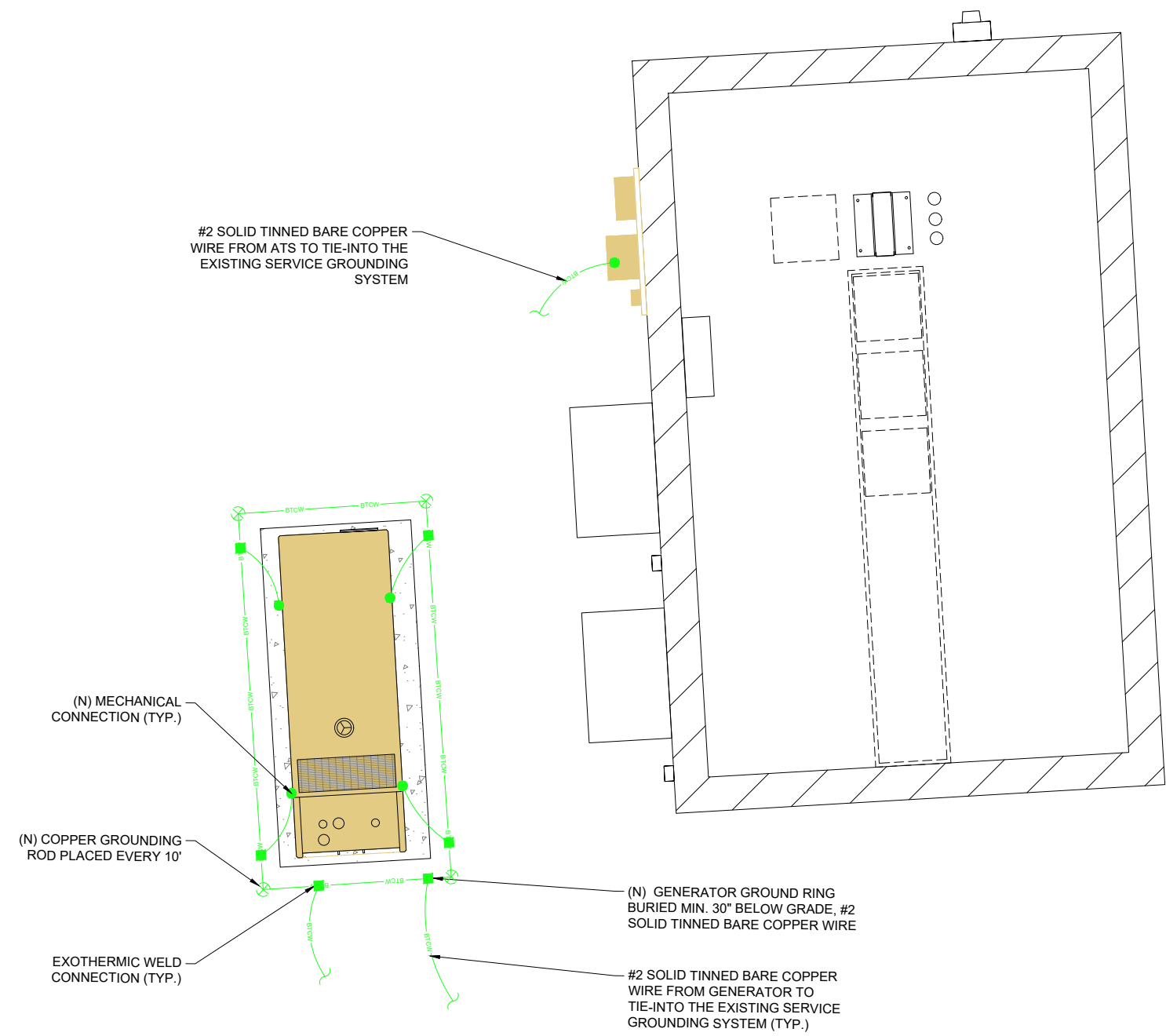
SHEET NUMBER:

E4.0

DRAWN BY: SMK CHK BY: ML APV BY: RG

GROUNDING SYMBOLS

- EXOTHERMIC CONNECTION
- MECHANICAL CONNECTION
- ▲ BARE TINNED COPPER WIRE STUBBED UP IN PVC
- ⊙ CHEMICAL GROUND ROD
- ⊙T TEST CHEMICAL GROUND ROD
- ⊙ EXOTHERMIC WITH INSPECTION SLEEVE
- ⊠ GROUNDING BAR
- ⊗ GROUND ROD
- ⊗ TEST GROUND ROD WITH INSPECTION SLEEVE
- ⊥ EARTH GROUND
- BURIED GROUND RING
- ISCW --- #2 CU. INSULATED STRANDED COPPER WIRE
- BTCW --- BARE TINNED COPPER WIRE
- BSCW --- BARE STRANDED COPPER WIRE



#2 SOLID TINNED BARE COPPER WIRE FROM ATS TO TIE-INTO THE EXISTING SERVICE GROUNDING SYSTEM

(N) MECHANICAL CONNECTION (TYP.)

(N) COPPER GROUNDING ROD PLACED EVERY 10'

EXOTHERMIC WELD CONNECTION (TYP.)

(N) GENERATOR GROUND RING BURIED MIN. 30" BELOW GRADE, #2 SOLID TINNED BARE COPPER WIRE

#2 SOLID TINNED BARE COPPER WIRE FROM GENERATOR TO TIE-INTO THE EXISTING SERVICE GROUNDING SYSTEM (TYP.)



PROJECT INFORMATION:

SITE NAME:
NEW BRIGHTON

SITE ID:
A1O0022A
ALT ID:

SITE ADDRESS:
700 SILVER LAKE RD
NEW BRIGHTON MN 55112

SITE COUNTY:
RAMSEY

Rev:	Date:	Description:	By:
A	10.27.25	PRELIMINARY	SMK
0	01.16.26	FINAL	ML



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DATE: 16 JAN 2026 LICENSE #: 61982

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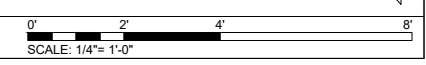
SHEET TITLE:

GROUNDING PLAN

SHEET NUMBER:

G1.0

DRAWN BY: SMK CHK BY: ML APV BY: RG



PROJECT INFORMATION:

SITE NAME:
NEW BRIGHTON

SITE ID:
A1O0022A
ALT ID:

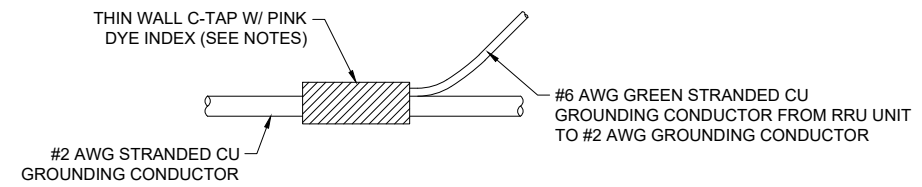
SITE ADDRESS:
700 SILVER LAKE RD
NEW BRIGHTON MN 55112

SITE COUNTY:
RAMSEY

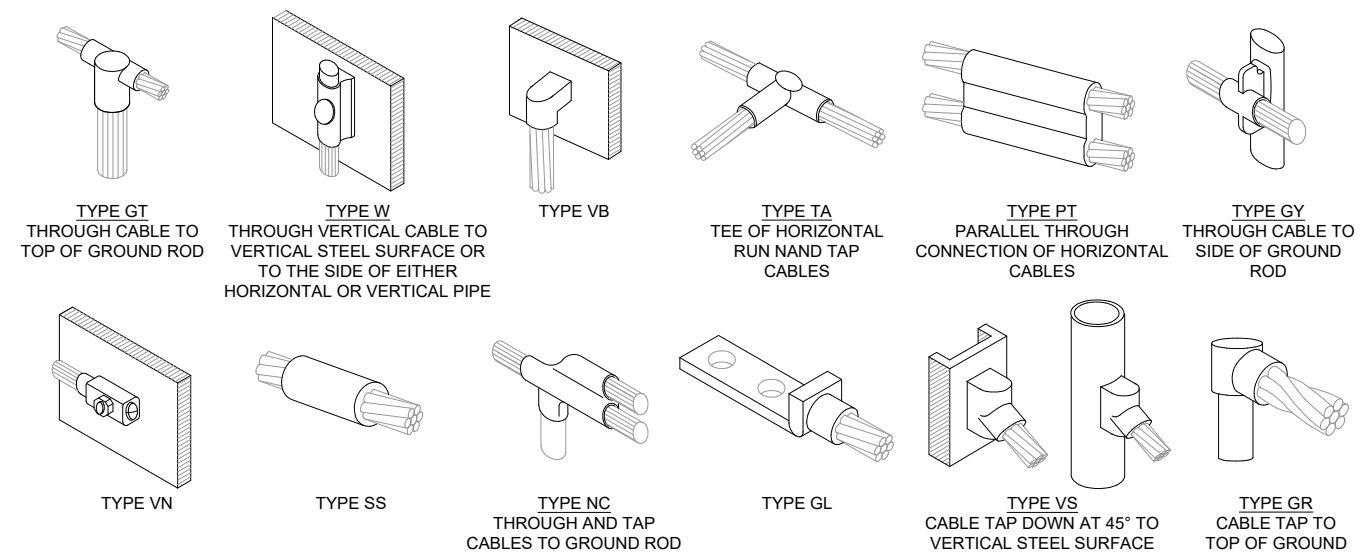
Rev:	Date:	Description:	By:
A	10.27.25	PRELIMINARY	SMK
0	01.16.26	FINAL	ML

4 NOT USED

2 NOT USED



NOTE:
CONTRACTOR TO SURROUND COMPLETED CONNECTION W/ WEATHER PROOFING TAPE TO ENSURE WEATHER PROOF CONNECTION.



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NAME: TIM ALEXANDER
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SHEET TITLE:

GROUNDING DETAILS

SHEET NUMBER:

G2.0

DRAWN BY: CHK BY: APV BY:

SMK ML RG

3 NOT USED

1 C-TAP AND EXOTHERMIC WELD DETAILS

NTS

T:\Net-COA\100022A\HARDENING NATIONAL\A&E\CAD\A100022A_HARDENING NATIONAL_A and E_CDS.dwg PLOT DATE: 10/28/2025 BY:Michael Laster

Conditional Use Permit Worksheet

A Conditional Use Permit (CUP) cannot be approved unless the City Council finds that the following criteria have been met. Please provide a response as to how/why your project adheres to these standards. Use additional sheets if necessary and consult with the Assistant Director of Community Assets & Development if you need clarification on any of the below questions.

- 1) Explain how your proposed use will not be detrimental to the health, safety, morals, or welfare of people living or working near your proposed use.

The proposed generator should improve the health, safety, morals and welfare of the people working and living near the water tank/telecommunications facility. When power is out, the people living and working nearby will still able to use their phones to call emergency services, receive news updates and communicate with friends and relatives on the T-Mobile network.

- 2) Describe why your use will not be injurious to the use an enjoyment of nearby properties, and why it will not substantially diminish or impair property values in the area.

The generator should not be injurious or diminish or impair property values in the area. The generator will be installed behind the equipment shelter and and hidden from public view by the equipment shelter and shrubs/trees.

- 3) Show how your proposed use will not impede the normal and orderly development or improvement of surrounding properties.

The proposed generator should not impede the development or improvement of the surrounding properties. It will only occupy a 5' x 10' area behind T-Mobile's existing shelter. There are 3 shelters running north to south in the southwest corner of the property and T-Mobile's generator will be behind T-Mobile's shelter. The remainder of the property will still be available for improvements and/or development.

- 4) Justify that your use will not impose an undue burden on public utilities (i.e. water, sewer, etc) or public services (i.e. public safety).?

The proposed generator should not impose any undue burdens on public utilities as no water or sewer usage will be needed. The generator should enhance public safety as those people in the area with T-Mobile service will still be able to make calls and texts and use their phones when there is a power outage.

- 5) Demonstrate that the use will be served by adequate parking and loading spaces, and that all storage on the site can be handled in conformance with code.

No additional parking or loading spaces will be needed with the installation of the generator. It is an unoccupied facility. Any maintenance or refueling of the generator can be done using the existing parking and paved areas.

- 6) Verify that the use will not unnecessarily impact natural features such as woodlands, wetlands, and shorelines; and that all erosion will be properly controlled.

The proposed generator should not impact any natural features in the area. It will be located just behind/west of T-Mobile's equipment shelter and surrounded on the other three sides by trees and shrubs. It will not be visible to the public.

- 7) Explain how your use conforms to any specific review criteria outlined in Zoning Code Chapter 5 specific to your use.

From what I've been able to find, Zoning Code Chapter 5 is for business districts. The 'Current Zoning - City of New Brighton' map shows that 700 Silver Lake Rd is in RS-1, which I don't think is a business district. I don't think there is anything in Chapter 5 that is specific to the proposed use.



April 16, 2026

Scott Gibbons
4751 Fox Street
Denver, CO 80220

RE: 60-Day Rule Extension for a CUP Application Submitted on 3/4/26

Mr. Gibbons,

On March 4, 2026, you submitted an application for a conditional use permit amendment seeking to authorize the addition of a backup power generator adjacent to the T-Mobile equipment shed at 700 Silver Lake Road in New Brighton, MN. Staff has scheduled a public hearing for your request before the Planning Commission on 4/21/26, but I will be unable to get your item in front of City Council until May 12th due to the fact that I will be out of town for a conference during the Council meeting on April 28th.

By state statute, the City is required to take action on your request within 60-days of your application date. If more time is needed, a City is allowed to extend the review period out an additional 60 days. Based on your application submittal of 3/4/26, the current deadline for a decision is 5/3/26. Because the earliest the City Council can now act on your resolution is 5/12/26, staff is electing to extend the City's decision deadline under MN Statute 15.99 out an additional 60-days. **With this extension, the new deadline for a final decision is July 2, 2026**, but we fully intend to have the final resolution approved on 5/12/26 which will conclude this process.

Please call me (651-638-2059) if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ben Gozola', written in a cursive style.

Ben Gozola, AICP
Assistant Director of Community Assets & Development



Agenda Section:	Consent Agenda
Meeting Date:	April 28, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider a Resolution Approving a Preliminary and Final Plat entitled Lakeside North Addition for a subdivision of land at 1200 Foss Road.

Action Requested: <u>Motion</u>
Form of Action: <u>Resolution</u>
Votes Needed: <u>3 Votes</u>

Summary Statement:	Lakeside North MHP LLC is seeking to plat the property that encompasses the existing Lakeside Manufactured Home park. An internal lot line that currently divides the park into two halves will be shifted east to place the entire manufactured home park onto the westerly lot, and place the undeveloped open land (the old sales area) onto an easterly Outlot. No new development is proposed at this time, and development of the Outlot could only occur through a separate public process to re-plat the land into a buildable lot concurrent with a development proposal. This item was previously reviewed by Council on 2-24-26, and the documents are now ready for approval.
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Recommendations:	Approval with conditions
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Applicable	Plats must be reviewed and acted on within 120 days of accepting an
-------------------	---

Deadlines:	application. The deadline for this item is therefore 5/20/26.
-------------------	---

Community Impact:	The proposed plats will have zero impact on the residents of the manufactured home park, and zero impact on surrounding properties.
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Legislative History:	<p>-- Early 1970's: The Lakeside Manufactured Home park is created prior to the City of New Brighton being established.</p> <p>-- 2016: Lakeside North MHP LLC acquires the manufactured home park.</p> <p>-- 2026: Lakeside North MHP LLC seeks to clean up legal descriptions and lot lines via the platting process.</p>
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Strategic Priority:	<u>N/A</u>
----------------------------	------------

Fiscal Impact:	Financial Consideration?	<u>No</u>
	Revenue/Expenditure Amount:	\$
	Financing Source:	<u>N/A</u>
	Notes:	

Attachments:	1.	Staff Report
	2.	Resolution
	3.	Plat Opinion
	4.	Preliminary Plat
	5.	Final Plat
	6.	Required Access Easement
	7.	Density Calculation memo

	8.	Resident Notice Letter
--	----	------------------------

To: **City Council**

From: Ben Gozola, Assistant Director DCAD

Meeting Date: **4-28-26**

Applicants: **Lakeside North MHP LLC**

Main Contact: Shannon Sawchuk

Location: 1200 Foss Road

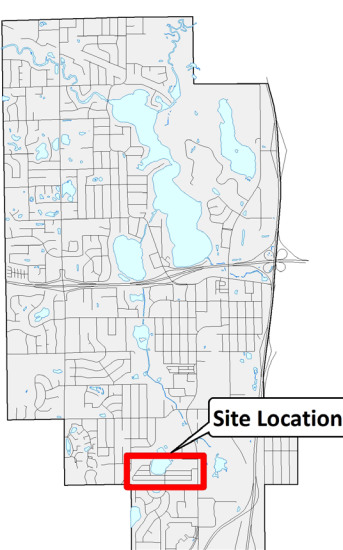
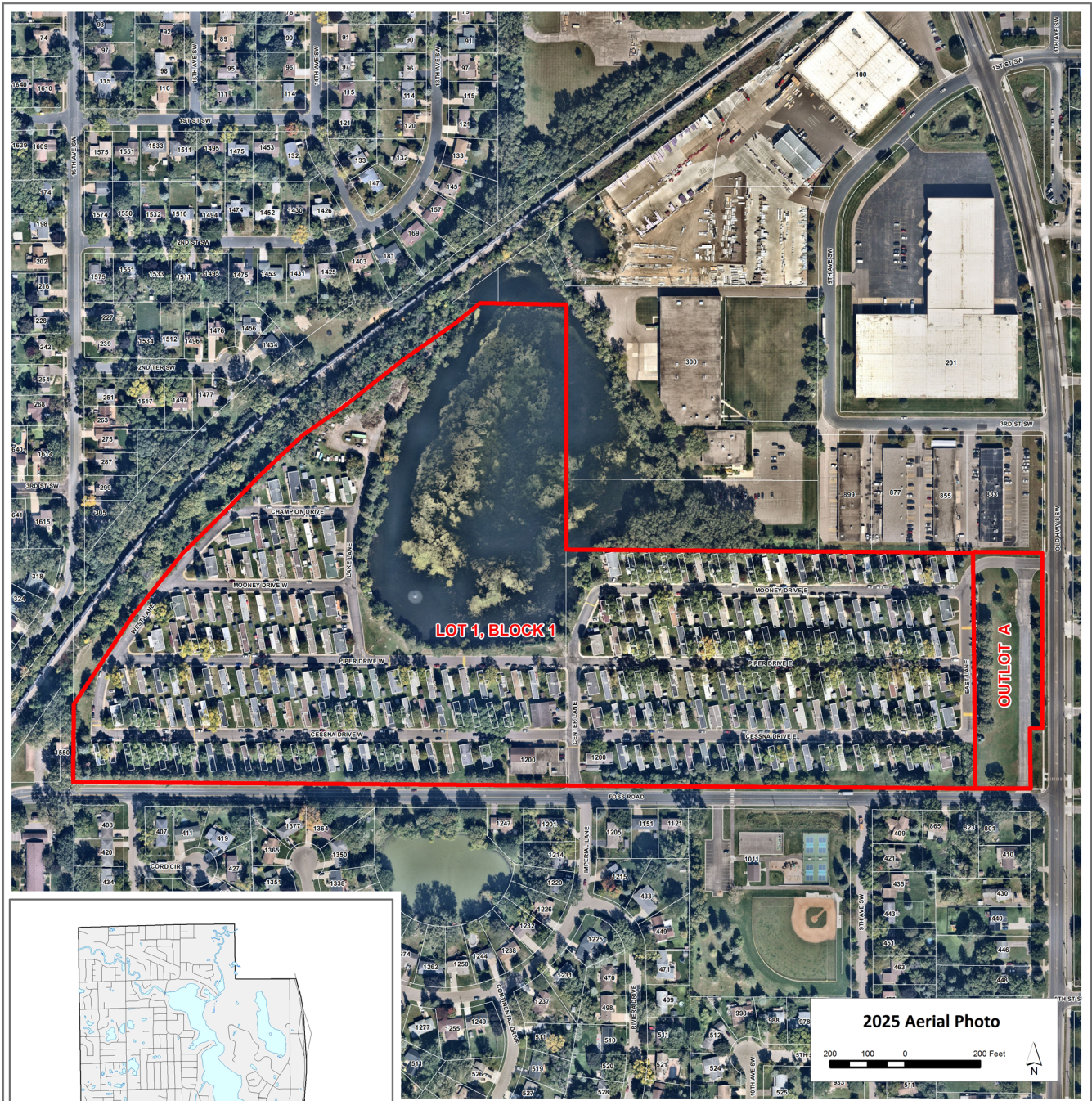
Zoning: **MHC**

Introductory Information

- | | |
|------------------------|---|
| <i>Project:</i> | <ul style="list-style-type: none"> ▪ Lakeside North MHP LLC is seeking to plat the property that makes up the Lakeside Manufactured Home park. An internal lot line that currently divides the park into two halves will be shifted east to place the entire manufactured home park into the westerly lot, and the open/old sales area into the easterly lot which will become an Outlot. No new development is proposed at this time, and development of the open/old sales lot could only occur by replatting that land into a buildable lot. |
| <i>History:</i> | <ul style="list-style-type: none"> ▪ The Lakeside Manufactured Home Park was originally constructed/established in the early 1970' according to available aerial photography (prior to establishment of the City of New Brighton). ▪ Lakeside North MHP LLC acquired the property in 2016. ▪ Application to plat the property received on 1/20/26. ▪ Plats reviewed by Council on 2-24-26; future approval subject to plat updates discussed. ▪ Plat updates as requested have now been incorporated into the final documents. |

General Findings

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| <i>Site Data:</i> | <ul style="list-style-type: none"> ▪ Land Area = 48.07 acres (2,093,994 sq ft) ▪ Existing Use – manufactured home park ▪ Existing Zoning – MHC ▪ Property Identification Numbers (PIDs): 32-30-23-23-0002 and 32-30-23-24-0008 |
|--------------------------|--|



Location within the City of New Brighton

SITE IDENTIFICATION MAP

1200 Foss Road



Comp Plan Guidance: ▪ The 2040 Comprehensive Plan guides this property for “Medium Density Residential.”

Notable Code Definitions:

- **Easement.** *A grant or dedication by an owner of land for the specific use by persons other than the owner.*
- **Final plat.** *The final map, drawing, or chart on which the subdivider's plan of subdivision is presented for approval and which, when approved, may be submitted to the county for recording.*
- **Preliminary Plat.** *The proposed plat map, drawing, or chart indicating the proposed layout of the subdivision or consolidation to be submitted to the Planning Commission and City Council for their consideration as to compliance with the Comprehensive Plan and these regulations, along with required supporting data.*
- **Private street.** *A privately owned street serving two or more lots.*
- **Subdivision.** *The division of a parcel of land for the purpose of transfer of ownership or building development into two or more lots or parcels any of which resultant parcels is less than five acres in area or has a frontage of 300 feet or less on a public right-of-way or, if a new street is involved, any division of a parcel of land. The term "subdivision" includes resubdivision and, when appropriate to the context, shall relate to the process of subdividing or to consolidation. For purposes of this chapter, subdivision also means the division of any land within a single tax parcel, including the division of lots or parcels that have been combined for tax purposes.*

Primary Applicable Codes:

- **Chapter 32, Article 1, In General**
Outlines minimum standards to follow when going through the platting process.
- **Chapter 32, Article 2, Preliminary Plat**
Outlines the required process to follow to gain approval of a proposed plat.
- **Chapter 32, Article 3, Final Plat**
Outlines the required process to finalize an approved preliminary plat for filing at the County.
- **Zoning Chapter 3, Section 3.4(H), MHC: Manufactured Home Community**
Outlines minimum standards for MHC zoned lots within the City.

Specific Applications: Two application types are reviewed herein which are both necessary to complete the requested platting of the property:

- **Preliminary Plat & Final Plat** (being reviewed concurrently).

Applicant's Narrative: "Submitting an application for a preliminary and final plat for the property located at 1200 Foss Road New Brighton, MN. See attached plans for more details."

PRELIMINARY Plat Review

IN GENERAL:

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| Land Area: | <ul style="list-style-type: none"> ▪ The currently unplatted land covers a gross area of 48.07 acres on two lots. After platting, all land will continue to be on two lots. ▪ The existing land area for the park is conforming to code. No additional land will be added to the Lakeside Manufacture Home park as part of this platting process. ▪ Should this plat be approved, the entirety of the manufactured home park will reside on the westerly parcel, and the open space/former sales area will make up the easterly parcel and will be labeled as an Outlot (i.e. non-buildable land reserved for future use). ▪ Presuming the landowners will eventually seek to replat the Outlot for development, staff asked the applicant to commission an analysis of the manufactured home park absent the Outlot land. Per the attached memo from Pope Architects dated 8/5/25, if the Outlot were ever developed, the existing manufactured home park would still be conforming to code requirements for open space and density standards. |
| Access: | <ul style="list-style-type: none"> ▪ Access points to the manufactured home park will remain the same following platting. ▪ As requested in February, the applicants have provided an easement to ensure ownership of the Outlot never eliminates access to Old Highway 8 by the existing Manufactured Home Community and its residents. |
| Building Locations: | <ul style="list-style-type: none"> ▪ No new structures are proposed at this time, and the easterly Outlot will be undevelopable until such time as it is re-platted into a buildable lot and a second public input process is conducted. |
| Building Heights: | <ul style="list-style-type: none"> ▪ n/a (no new construction is proposed at this time). |

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| Floor Area Ratio: | ▪ n/a (no new construction is proposed at this time). |
| Building Coverage: | ▪ n/a (no new construction is proposed at this time). |
| Impervious Surfaces: | ▪ n/a (no new construction is proposed at this time). |
| Building Materials: | ▪ n/a (no new construction is proposed at this time). |
| Future parcel development: | <ul style="list-style-type: none">▪ The proposed plat will fully divide the land for the time being.▪ Physical development of the Outlot cannot occur unless the lot is re-platted into a buildable lot, and development plans (i.e. site plan approval, conditional use permits, building permits, etc) are fully reviewed and approved. One or more of these processes will trigger a public hearing, so feedback on proposed development will be sought at that time. |
| Adjacent parcel dev: | ▪ The proposed subdivision will not have any impact on development of adjacent lands. |
| Easements: | <ul style="list-style-type: none">▪ Drainage and utility easements (or others), as required by the City Engineer or others, are being provided on the final plat.▪ The easement requested by the RCWD is now being shown.▪ Minor updates or additions to easements deemed necessary prior to filing of the plat with the County may be administratively approved moving forward. |
| Resident Concerns & Feedback: | <ul style="list-style-type: none">▪ As of 4/23/26, no comments for or against this proposal have been received.▪ While not legally required, staff did send direct notice of the public hearing along with an explanation of what platting means to all manufactured homes within the park last February (see attached). |

INFRASTRUCTURE:

<i>In General:</i>	<ul style="list-style-type: none">▪ In the future, all public improvements must be designed and constructed in accordance with the City's Private Development Standards. City review of all proposed infrastructure will occur if/when new development is proposed.
<i>Streets and Transportation:</i>	<ul style="list-style-type: none">▪ ROW is being dedicated for adjacent roadways in place of existing roadway easements.▪ Per Ramsey County, <i>“The Ramsey County Major Street Plan requires a 50ft right of way dedication for Old Hwy 8. That is measured from the center of the roadway, so its 100 feet in total, 50 feet from the center.”</i>▪ The updated plat includes the additional ROW requested by the County.▪ Minor updates or additions to ROW deemed necessary prior to filing of the plat with the County may be administratively approved moving forward.
<i>Water System(s):</i>	<ul style="list-style-type: none">▪ As nothing is proposed to change at this time, there are no concerns.
<i>Sanitary System(s):</i>	<ul style="list-style-type: none">▪ As nothing is proposed to change at this time, there are no concerns.
<i>Storm water / Grading / Erosion:</i>	<ul style="list-style-type: none">▪ As nothing is proposed to change at this time, there are no concerns.
<i>Development Phasing:</i>	<ul style="list-style-type: none">▪ The subdivision will be completed in a single phase. Any future development of the Outlot will require replating of that land into a buildable lot and approval of any necessary permits (CUPs, building permits, etc.).
<i>Utilities:</i>	<ul style="list-style-type: none">▪ All utilities needed to serve future development or redevelopment (i.e. telephone, electric, gas service lines, etc.) must be placed underground in accordance with the provisions of all applicable City ordinances.

- Lighting:**
- Lighting on either lot shall be directed downward and installed so as to prevent direct light from being detectable at the lot line of the site on which the source is located. Lighting for future buildings will be reviewed with individual building permit applications.
 - Lighting shall not shine directly into the public right-of-way or onto any adjacent residential lot.

- Parking:**
- No new buildings or units are being proposed, so no parking analysis was undertaken.
 - Any future development (or redevelopment) will require examination of parking standards in place at that time.

- Required Signage:**
- No new signage is needed as a result of this subdivision.
 - Future signage on either lot will need to adhere to standards for underlying zoning.

- Fire Hydrants / Fire Safety:**
- No new fire hydrants are needed to serve these lots.

- Streetlights:**
- No streetlights will be required as part of this subdivision.

- Sidewalks:**
- No new sidewalk will be needed as part of this subdivision.

- Landscaping / Fencing:**
- No additional landscaping is triggered by the proposed subdivision.

- Monuments:**
- Reference monuments shall be placed in the subdivision as required by state law.

ENVIRONMENTAL & OTHER NEIGHBORHOOD IMPACTS:

- Environmental Impacts:**
- By state statute, an Environmental Assessment Worksheet (EAW) is required for subdivisions resulting in **250** or more new unattached single-family dwelling units. With no units proposed, an EAW is not required.

- Wetlands:**
- With no development being proposed, no assessment of wetlands was required.

- Tree Removal:**
- Per Subdivision Section 26-11(5) **Natural Features**. “In the subdividing of any land, regard shall be shown for all natural features such as tree growth, water courses, historic spots, or similar conditions which if preserved will add attractiveness and stability to the proposed development.”
 - As no new development is proposed, there are no concerns at this time. Development of the Outlot will require a second platting procedure, so this standard will apply if/when a development proposal comes forward.
 - Removal of trees (if/when necessary) should be done at the appropriate time of year to avoid the potential spread of disease for the species in question (primarily only a concern if Oak trees are present).
- Shoreland District:**
- The entirety of the property is within the shoreland district around Poplar Lake. The landowner should familiarize themselves with these requirements and how they may or may not impact future development of the Outlot should they ever seek to replat the land.
- Traffic:**
- Traffic studies are typically required when overall development triggers the need for a formal environmental review (EAW, EIS, or AUAR), or when a large number of units are proposed in a multi-family building and there is ample reason to believe the resulting traffic could have negative impacts on nearby residential lands. The addition of an Outlot with no proposed development or redevelopment does not require any traffic analysis.
- Public Safety:**
- As nothing is proposed to change at this time, there are no concerns.
- Flood Plain & Steep Slopes:**
- The Lakeside Manufactured Home Park is entirely outside of the floodplain according to current FEMA maps.
- Docks:**
- The platting does include lakeshore on Poplar lake, but no new or updated docks are proposed at this time.
- Other Permits:**
- All necessary permits must be provided to the City. (RCWD, NPDES, MDH, etc. as may be applicable).
 - Per the RCWD, the mere platting of property in excess of one acre will require a permit through their agency, but given there are no impervious surface changes or additions proposed, this will be an administrative process (ostensibly needed to document the property line changes by their agency).

CHARGES, FEES, & RESPONSIBILITIES:

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| Park Dedication: | <ul style="list-style-type: none"> As no new developable land is proposed, no park dedication is required at this time. Re-platting of Outlot A into a developable lot will trigger a future park dedication based on the proposed number of new units being created. |
| Sewer and Water Fees: | <ul style="list-style-type: none"> Sewer and water fees will be revisited if/when Outlot A is platted into a buildable lot and new development is proposed. |

FINAL Plat Review

- | | |
|----------------------|---|
| In General: | <ul style="list-style-type: none"> The final plat review focuses on adherence to conditions of preliminary plat approval and legal review of the plat to ensure it's ready for filing. We recommend the applicant have the final plat reviewed by Ramsey County for needed changes on their end. Approval at this time would be conditioned on all County requirements being implemented on the final plat prior to mylars being created. |
| Legal Review: | <ul style="list-style-type: none"> An updated title commitment was provided as required in February, and needed plat updates were identified by legal counsel. The updated plat has been reviewed by legal counsel, and it was determined that the surveyor has made all necessary changes except that he didn't make that lowercase "i" into an "I" in the first line of his signature block. As a condition of approval, that small change shall be incorporated prior to the production of mylars. |

Supplementary Information & Public Comment

- | | |
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| Additional Information: | <ul style="list-style-type: none"> None |
| Planning Commission Review: | <ul style="list-style-type: none"> The Planning Commission held its review of the plats on 2/17/26, and recommended conditional approval subject to conditions which have now been met. Staff concurs with the approval recommendation at this time. |

Conclusion:

Lakeside North MHP LLC is seeking to plat the property at 1200 Foss Road that makes up the Lakeside Manufacture Home park. An internal lot line that currently divides the park into two halves will be shifted east to place the entire manufactured home park onto one lot, and the open/old sales lot will be placed into Outlot status. No new development is proposed at this time, and development of the open/old sales lot could only occur by replatting that land into a buildable lot. All requested updates have been incorporated into the final documents, so the plats are ready for approval at this time.

Council Options:

The City Council has the following options:

- A) APPROVE ALL REQUESTS based on the applicant’s submittals and findings of fact.
- B) DENY ONE OR MORE REQUESTS based on the applicant’s submittals and findings of fact.
- C) TABLE THE ITEMS and request additional information.

Based on a complete application date of 1/20/26, the statutory deadline for making a decision on these platting requests is 5/20/26.

Initial Motion for Debate:

- Consider a Resolution Approving a Preliminary and Final Plat entitled Lakeside North Addition for a subdivision of land at 1200 Foss Road.

Resolution Findings of Fact:

1. The subject property is guided for medium density residential by the 2040 Comprehensive Plan; the property’s MHC zoning designation is consistent with this land use classification; and the existing property use is allowed within the MHC zoning district.
2. The existing manufactured home community will maintain its conformance with both code and comprehensive plan density ranges following platting of the property as proposed.
3. All required drainage and utility easements will be established as a result of this plat;
4. Both of the proposed lots will have adequate access to the local roadway system provided all conditions are met;

- (cont.)
5. Each of the proposed lots can be adequately served by existing municipal services;
 6. No public safety concerns were identified;
 7. Identified impacts and issues can be addressed via conditions.

**Resolution
Conditions:**

1. Prior to the production of final mylars:
 - a. The applicant shall have the final plat reviewed by Ramsey County for needed changes. Any updates required by the County can be administratively approved by City staff for inclusion on the plat.
 - b. The applicant shall make updates to the final plat as required by the formal plat opinion letter to address legal concerns.
2. Prior to the City signing of the final mylars:
 - a. Plat updates as required by Ramsey County or the City Attorney shall be implemented to the satisfaction of the City Attorney.
 - b. The administrative RCWD permit should be secured.
3. Outlot A must be re-platted into a buildable lot in the future prior to (or in conjunction with) any development proposal for said land.
4. Reference monuments shall be placed in the subdivision as required by state law.

cc: Shannon Sawchuk, *Lakeside North MHP LLC representative*

**RESOLUTION
STATE OF MINNESOTA
CITY COUNCIL
CITY OF NEW BRIGHTON**

RESOLUTION MAKING FINDINGS OF FACT AND APPROVING A PRELIMINARY AND FINAL PLAT
NAMED LAKESIDE NORTH ADDITION FOR THE PLATTING OF LAND AT 1200 FOSS ROAD

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

WHEREAS, the City Council of the City of the New Brighton has adopted a comprehensive plan and corresponding zoning regulations to promote orderly development and utilization of land within the city; and,

WHEREAS, Lakeside North MHP LLC, is owner of property at 1200 Foss Road which has the property identification numbers of 32-30-23-23-0002 and 32-30-23-24-0008 and is legally described as:

Land situated in the City of New Brighton in the County of Ramsey in the State of Minnesota.

Parcel 1: The Southwest Quarter of the Northwest Quarter (SW 1/4 of NW 1/4) of Section Thirty-two (32), Township Thirty (30), Range Twenty-three (23), except that part thereof lying North of the Southerly boundary of the Minneapolis, St. Paul and S. St. Marie Railway now known as the Soo Line Railway;

AND

Parcel 2: The South Half (S 1/2) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32, Township 30, Range 23.

and

WHEREAS, the Applicant's property is guided by the Comprehensive Plan for Medium Density Residential, and is zoned Manufactured Home Community (MHC) on the City's official zoning map; and

WHEREAS, the Applicant is seeking to plat the property into Lot 1, Block 1, and a new Outlot A; and

WHEREAS, the Applicant made application to the City for concurrent preliminary and final plat reviews on review on 1/20/26; and

WHEREAS, review of all materials identified a number of edits that had to be made to both plats and the need for an updated title commitment; and

WHEREAS, staff was still able to fully review the preliminary information and prepared a report for consideration by the Planning Commission at their meeting on February 17, 2026; and

WHEREAS, the Planning Commission recommended approval of the requests on February 17, 2026, conditioned upon all needed changes being made to the plats and submittal of an updated title commitment amongst other requirements; and

WHEREAS, the City Council held a public hearing on the requests on February 24, 2026, and tabled the item until such time as all conditions outlined by staff and the Planning Commission were addressed; and

WHEREAS, the applicant has now supplied all required updates and an updated title commitment as required; and

WHEREAS, the City Council reviewed both plats for a second time at their meeting on April 28th, 2026, and took into account the recommendations of the Planning Commission, Staff, the Applicant's submissions, the contents of the staff report, and other evidence available to the Council.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of New Brighton hereby approves the preliminary and final plats for Lakeside North Addition based on the following findings of fact:

1. *The subject property is guided for medium density residential by the 2040 Comprehensive Plan; the property's MHC zoning designation is consistent with this land use classification; and the existing property use is allowed within the MHC zoning district.*
2. *The existing manufactured home community will maintain its conformance with both code and comprehensive plan density ranges following platting of the property as proposed.*
3. *All required drainage and utility easements will be established as a result of this plat;*
4. *Both of the proposed lots will have adequate access to the local roadway system provided all conditions are met;*
5. *Each of the proposed lots can be adequately served by existing municipal services;*
6. *No public safety concerns were identified;*
7. *Identified impacts and issues can be addressed via conditions.*

BE IT FURTHER RESOLVED that approval of the site plan shall be subject to the following conditions:

1. *Prior to the production of final mylars*
 - a. *The applicant shall have the final plat reviewed by Ramsey County for needed changes. Any updates required by the County can be administratively approved by City staff for inclusion on the plat.*
 - b. *The applicant shall make updates to the final plat as required by the formal plat opinion letter to address legal concerns.*

2. *Prior to the City signing of the final mylars:*
 - a. *Plat updates as required by Ramsey County or the City Attorney shall be implemented to the satisfaction of the City Attorney.*
 - b. *The administrative RCWD permit should be secured.*

3. *Outlot A must be re-platted into a buildable lot in the future prior to (or in conjunction with) any development proposal for said land.*

4. *Reference monuments shall be placed in the subdivision as required by state law.*

ADOPTED this 28th day of April, 2026, 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



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March 6, 2026

VIA E-MAIL ONLY

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

RE: Plat Opinion for LAKESIDE NORTH ADDITION

Dear Ben:

At your request, I have reviewed the title commitment prepared by Rocket Close, LLC issued on January 26, 2026, 8:00 AM (the “**Commitment**”). I have also reviewed a final plat prepared by Westwood Professional Services, Inc., which is titled **LAKESIDE NORTH ADDITION** (the “**Plat**”).

The Commitment purports to cover real property legally described as follows:

The Southwest Quarter of the Northwest Quarter (SW 1/4 of NW 1/4) of Section Thirty-two (32), Township Thirty (30), Range Twenty-three (23), except that part thereof lying North of the Southerly boundary of the Minneapolis, St. Paul and S. St. Marie Railway now known as the Soo Line Railway;

AND

The South Half (S 1/2) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32, Township 30, Range 23.

(the “**Property**”).

Based on my review of the Commitment and the Plat, I have the following comments relative to the proposed Plat:

1. **Plat execution.** The names and signatures of all the following parties in interest must appear on Plat:

- a. The fee owner: Lakeside North MHP, LLC, a Minnesota limited liability company.

The Plat must be executed with all the formalities of a deed of title. I require a certificate of good standing from the Minnesota Secretary of State along with documentation that the fee owner is authorized to convey the easements dedicated in the Plat and that the person(s) signing is/are authorized on behalf of the fee owner to execute the Plat.

- b. The mortgagee, according to the Commitment: Wells Fargo Bank, National Association, in care of Fannie Mae.

Either a consent to plat must be executed by the mortgagee or the mortgagee must sign the Plat. I require review of any consent to plat or revisions to the Plat prior to the release of the Plat for recording.

2. **Plat corrections.** The following corrections must be made to the Plat. *I require review of the following revisions.*

- a. The signature block for the City of New Brighton must be revised to include signature lines for the Mayor and City Manager.
- b. The letter “I” in the first line of the surveyor’s signature block must be capitalized.
- c. The County Surveyor’s signature block should be changed to read as follows: “Pursuant to Minnesota Statutes Section 383A.42, this plat has been approved this _____ day of _____, 20____.”

3. **Title commitment exceptions.** The Plat is subject to the following exceptions, as set forth in the Commitment:

- a. Terms and conditions of easement for Old U.S. Highway 8, together with any incidental rights, particularly the right to erect temporary snow fences on adjoining lands, in favor of the State of Minnesota, as evidenced by the Final Certificate recorded in Book 1139, Page 417, as Document No. 1558915. *This is a condemnation of lands for highway purposes. This easement may overlap with the Property, and if so, should be marked on the Plat with a reference number.*
- b. Terms and conditions of Easement for public drainage purposes, together with any incidental rights, in favor of the County of Ramsey, a Minnesota municipal corporation, as contained in the Quit Claim Deed dated February 28, 1962, recorded March 23, 1962, as Document No. 1558915. ***The easement is marked on the Plat. The City should review the location of this easement to determine if it needs to be vacated.***

- c. Terms and conditions of Easement for public drainage purposes, together with any incidental rights, in favor of the Village of New Brighton, as contained in the Utility Easement dated March 31, 1970, recorded August 6, 1970, as Document No. 1779702. *The easement is marked on the Plat. No further action is required.*
- d. Terms and conditions of Easement for public drainage purposes, together with any incidental rights, in favor of the Village of New Brighton, as contained in the Utility Easement dated February 16, 1972, recorded February 25, 1972, as Document No. 1820333. *The easement is marked on the Plat. No further action is required.*
- e. Terms and conditions of Easement for public drainage purposes, together with any incidental rights, in favor of the Village of New Brighton, as contained in the Utility Easement dated February 16, 1972, recorded February 25, 1972, as Document No. 1820334. *The easement is marked on the Plat. No further action is required.*
- f. Terms and conditions of Easement for public drainage purposes, together with any incidental rights, in favor of the City of New Brighton, as contained in the Quit Claim Deed dated November 15, 1989, recorded January 19, 1990, as Document No. 2527450. ***The easement must be shown on the Plat and marked with a reference number. The City should review the location of this easement once it has been added to the Plat to determine if it needs to be vacated.***
- g. Terms and conditions of Easement for telecommunications purposes, in favor of US Sprint Communications Company, Limited Partnership as contained in the Memorandum of Easement dated April 24, 1990, recorded February 11, 1991, as Document No. 2583697, corrected by Correction Memorandum of Easement dated January 7, 1993, recorded March 26, 1993, as Document No. 2710291. ***This Easement between US Sprint Communications Company Limited Partnership (“US Sprint”) and Soo Line Railroad Company (“Railroad”) grants access in, on, upon, over, under, across, along and through Rail Corridor to US Sprint for purposes of constructing, installing, operating, maintaining, repairing, reinstalling, replacing and removing the Communication System (defined in Memorandum of Easement document). The initial 20 year term has expired by and through its own terms. The Agreement contains the option for Sprint to extend its rights under the agreement for an additional 20 year term, however, there is nothing in the property records to indicate that such a renewal ever occurred. It needs to be determined if any conflicts exist with the dedications being made on the Plat and if an encroachment agreement must be signed.***
- h. Terms and conditions of Manufactured Home Park Notice dated January 13, 2005, recorded February 1, 2005, as Document No. 3829969. The developer must comply with the regulations contained in the notice. *No further action is required.*

- i. Terms, conditions and easements in favor of Rice Creek Watershed District as contained in the Declaration For Maintenance of Stormwater Facilities dated March 7, 2005, recorded March 8, 2025, as Document No. 3838229. *This easement is marked on the Plat with a reference number. No further action is required.*
- j. Terms and conditions of Easement Deed, dated November 12, 2012, recorded June 24, 2013 as Document No. 4408214 for telecommunications purposes together with any incidental rights in favor of Sprint Communications Company L.P., Qwest Communications Company, LLC and Wiltel Communications, LLC ***This is a private easement and as such is not required to be depicted on the Plat. The City should review the easement in order to determine if any conflicts exist with the dedications being made on the Plat and if an encroachment agreement is needed.***
- k. Subject to Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing from Lakeside North MHP, LLC a limited liability company organized and existing under the laws of Minnesota, borrower, to Wells Fargo Bank, National Association, a National banking association, lender, dated September 23, 2016 and recorded September 26, 2016 as Document No. A04625972 and Assignment of Security Instrument (Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing) between Wells Fargo Bank, National Association, a national banking association, to Fannie Mae, recorded September 26, 2016 as Document No. 04625974. ***The mortgagee must either sign the Plat or sign a consent to plat, per paragraph 1.b., above. I require review of any revisions to the Plat or to any consents to plat prior to the release of the Plat for recording.***
- l. Security Interest of Fannie Mae, as security party, and Wells Fargo Bank, National Association, as Assignor Secured Party, as disclosed by UCC Financing Statement filed September 26, 2016 as Document No. A04625973. ***In lieu of signing the Plat, the mortgagee may provide any of the following instruments for recording: partial release of mortgage, satisfaction of mortgage, or consent to plat. I require review of these instruments. See paragraph 1.b. above.***
- m. Grant of Easement in favor of Comcast of Minnesota, Inc. dated June 10, 2016 and recorded October 31, 2019 as Document No. A04781275. ***The developer should provide to the City the location of the broadband communication system easement as described in Document No. A04781275.***
- n. Rights of the United States of America, the State of Minnesota, the County of Ramsey, the City of New Brighton, and/or the Public, in any portion of the land lying within Poplar Lake. *Wetlands are marked on the Plat. No further action is required.*

- o. Riparian rights incident to Poplar Lake. *Wetlands are marked on the Plat. No further action is required.*
 - p. Rights of the public and adjoining riparian owners in any part of subject property lying beneath the waters of Poplar Lake. *Wetlands are marked on the Plat. No further action is required.*
 - q. Any adverse claim based on the assertion that the bed of Poplar Lake has changed location as a result of other than natural causes. *Wetlands are marked on the Plat. No further action is required.*
 - r. The Property shall not be deemed to include any house trailer, mobile home, or manufactured housing unit standing on the premises. *No further action is required.*
 - s. Right-of-way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the land. *We will require review of such documents as applicable.*
 - t. Rights of tenants now in possession of the land under unrecorded leases or otherwise. *This does not affect the platting of the Property. No further action is required.*
 - u. Interest of others in oil, gas and mineral rights, if any, whether recorded or not recorded in Public Records. *This does not affect the platting of the Property. No further action is required.*
4. **Property taxes and assessments.** All taxes due on the Property for the year the Plat is to be recorded (including delinquent taxes and any deferred Green Acres taxes) must be paid in full before the Plat is submitted to the County for recording. All special assessments must be paid. Any special assessments against any part of the Property can be reapportioned among new lots as provided in Minnesota Statutes Section 429.071(3).

Property ID No: 32.30.23.23.0002

2025 Taxes are \$100,926 and are paid in full.

2026 First half taxes are \$54,010.00 and are due on May 15, 2026

2026 Second half taxes are \$54,010.00 and are due on October 15, 2026

Property ID No: 32.30.23.24.0008

2025 Taxes are \$85,800 and are paid in full.

2026 First half taxes are \$45,915.00 and are due on May 15, 2026

2026 Second half taxes are \$45,915.00 and are due on October 15, 2026

The Commitment does not indicate if there are any levied or pending special assessments.

5. **Wetlands.** A portion of the Property contains wetlands which may be subject to federal, state or local regulations and may affect the right to use or improve the wetlands.
6. **Compliance with Minnesota Statutes Section 505.03.** Minnesota law requires any preliminary plat abutting upon state rail bank property must be submitted to the Commissioner of Transportation, for review in accordance with Minnesota Statutes Section 505.03, subdivision 2. According to the Plat, a portion of the Property abuts the S. St. Marie Railroad (a/k/a Soo Line Railway). As such, the preliminary plat should be submitted, if it has not been already, to the Commissioner of Transportation for review and an opportunity to provide written comments. Upon recording, the City will be required to also submit a certificate or other evidence showing submission of the preliminary plat to the Commissioner of Transportation.
7. **Compliance with Minnesota Statutes Section 505.03.** Minnesota law requires preliminary plat abutting upon an existing or proposed county road to be submitted to the County Engineer for review in accordance with Minnesota Statutes Section 505.03, subdivision 2. The Property abuts the existing C.S.A.H. No. 77, aka Old Highway No. 8. As such, the Plat should be submitted, if it has not been already, to the County Engineer for review and an opportunity to provide written comments.

This letter does not purport to set forth every matter relevant to a determination of whether title to the Property is marketable, and no one should rely upon it for that purpose. The sole purpose of this letter is to identify required signatories to the Plat and related issues of interest to the City in connection with platting, as evidenced by the Commitment and the Plat.

This opinion is conditioned upon the issuance of a title insurance policy in favor of the City of New Brighton, in an amount acceptable to the City, insuring the City's interests as they appear on the plat of **LAKESIDE NORTH ADDITION**.

Please contact me if you have any questions regarding this information. Thank you.

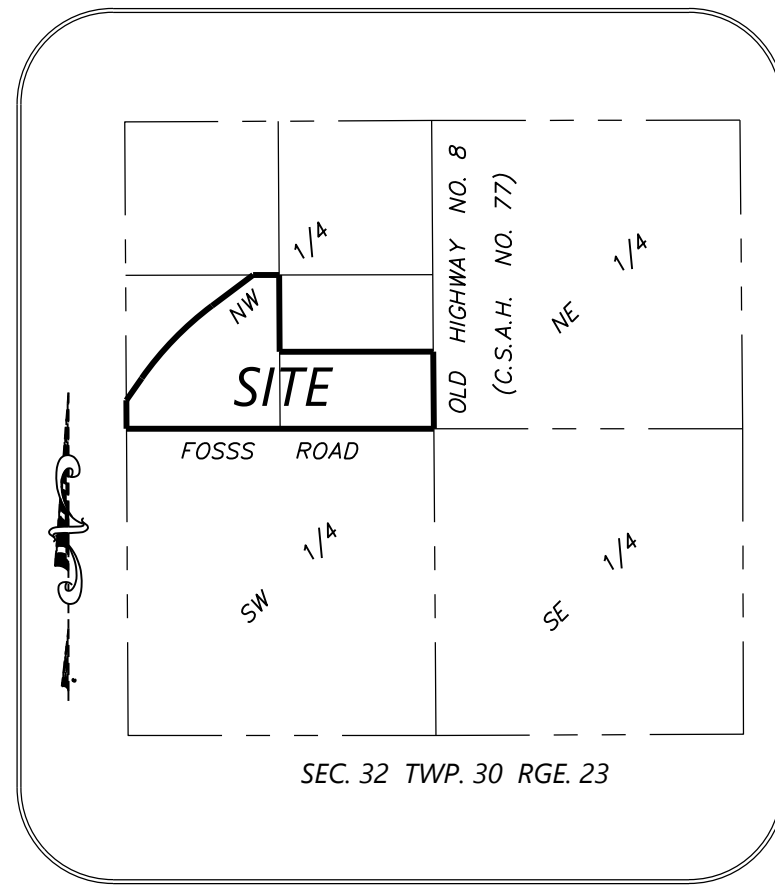
Sincerely,

Sarah J. Sonsalla

Sarah J. Sonsalla
City Attorney

Vicinity Map

Not to Scale



LAKESIDE NORTH ADDITION

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

LEGEND

- SANITARY MANHOLE
- SEWER CLEANOUT
- SEPTIC COVER
- STORM MANHOLE
- BEEHIVE CATCH BASIN
- CATCH BASIN
- FLARED END SECTION
- CULVERT
- CATCH BASIN MANHOLE
- DOWNSPOUT
- DRYWELL
- STORM INTERCEPTOR
- HYDRANT
- GATE VALVE
- WATER METER
- FIRE DEPARTMENT CONNECTION
- CURB STOP BOX
- WATER MANHOLE
- WELL
- POST INDICATOR VALVE
- FARM HYDRANT
- ELECTRIC BOX
- ELECTRIC METER
- ELECTRIC MANHOLE
- STREET LIGHT
- GUY WIRE
- POWER POLE
- TRAFFIC SIGNAL
- TELEPHONE BOX
- TELEPHONE MANHOLE
- HAND HOLE/JUNCTION BOX
- CABLE TV BOX
- CABLE TV MANHOLE
- FIBER OPTIC MANHOLE
- FIBER OPTIC PEDESTAL
- NATURAL GAS METER
- NATURAL GAS VALVE
- NATURAL GAS MANHOLE
- AIR CONDITIONER
- UNKNOWN MANHOLE
- MISCELLANEOUS METER
- MISCELLANEOUS PEDESTAL
- STEEL/WOOD POST
- SIGN
- MAIL BOX
- FLAG POLE
- HANDICAPPED STALL
- BENCH
- TREE LINE
- CABLE TELEVISION LINE
- GAS LINE
- POWER OVERHEAD
- POWER UNDERGROUND
- SANITARY SEWER
- STORM SEWER
- TELEPHONE OVERHEAD
- TELEPHONE UNDERGROUND
- WATERMAIN
- FIBER OPTIC
- FENCE LINE
- CURB & GUTTER

PROPERTY DESCRIPTION

Property description per First American Title Insurance Company Title Commitment Number C00122471 having an effective date of February 07, 2020, 8:00 AM.

Land situated in the City of New Brighton in the County of Ramsey in the State of Minnesota.

Parcel 1: The Southwest Quarter of the Northwest Quarter (SW 1/4 of NW 1/4) of Section Thirty-two (32), Township Thirty (30), Range Twenty-three (23), except that part thereof lying North of the Southerly boundary of the Minneapolis, St. Paul and S. St. Marie Railway now known as the Soo Line Railway;

AND

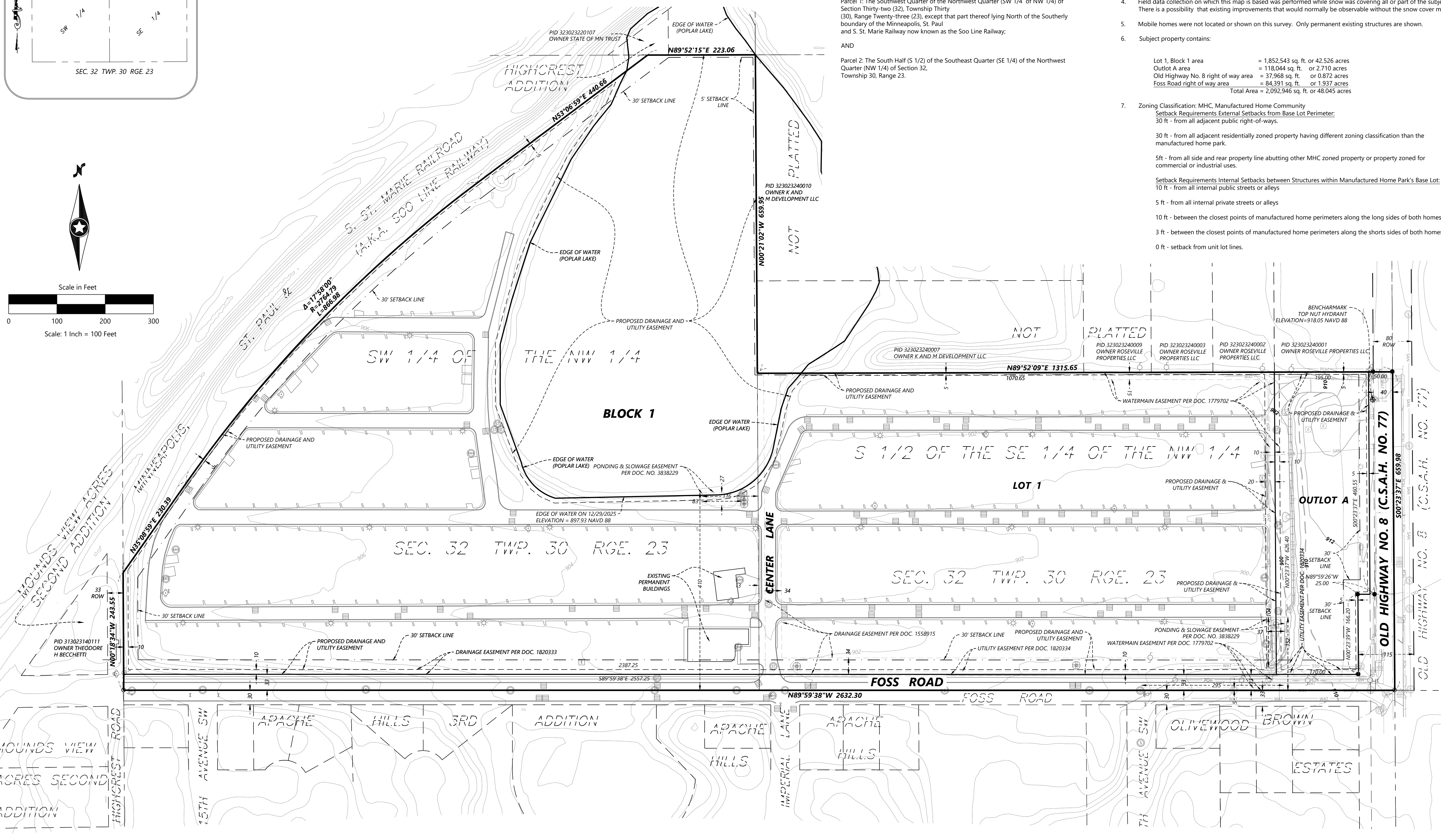
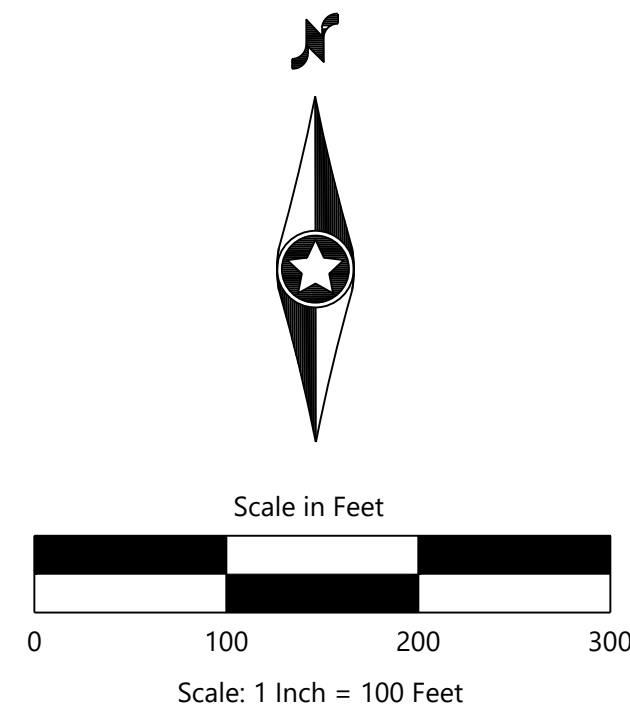
Parcel 2: The South Half (S 1/2) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32, Township 30, Range 23.

GENERAL NOTES

- Bearings of property lines shown hereon are based on the Ramsey County coordinate system, (NAD 83 - 1986 Control Adjustment).
- Lengths of lines and distances between features are measured in US-Survey Feet.
- Elevations and ground contours shown hereon are relative to the NAVD88.
- Field data collection on which this map is based was performed while snow was covering all or part of the subject property. There is a possibility that existing improvements that would normally be observable without the snow cover may exist.
- Mobile homes were not located or shown on this survey. Only permanent existing structures are shown.
- Subject property contains:

Lot 1, Block 1 area = 1,852,543 sq. ft. or 42.526 acres
 Outlot A area = 118,044 sq. ft. or 2.710 acres
 Old Highway No. 8 right of way area = 37,968 sq. ft. or 0.872 acres
 Foss Road right of way area = 84,391 sq. ft. or 1.937 acres
 Total Area = 2,092,946 sq. ft. or 48.045 acres

- Zoning Classification: MHC, Manufactured Home Community
 Setback Requirements External Setbacks from Base Lot Perimeter:
 30 ft - from all adjacent public right-of-ways.
 30 ft - from all adjacent residentially zoned property having different zoning classification than the manufactured home park.
 5ft - from all side and rear property line abutting other MHC zoned property or property zoned for commercial or industrial uses.
 Setback Requirements Internal Setbacks between Structures within Manufactured Home Park's Base Lot:
 10 ft - from all internal public streets or alleys
 5 ft - from all internal private streets or alleys
 10 ft - between the closest points of manufactured home perimeters along the long sides of both homes.
 3 ft - between the closest points of manufactured home perimeters along the shorts sides of both homes.
 0 ft - setback from unit lot lines.



N:\0076079\00\06 CADD\DWG\SURVEY\SHEETS\0076079-V-PP PRELIMINARY PLATTING

CREW: JFW
 CHECKED: NAS
 DRAWN: BTW

REVISIONS:
 01/19/2026: UPDATED NAME OF THE PLAT, JWM
 04/03/2026: UPDATED PLAT PER CITY COMMENTS AND PLAT OPINION, JWM

PREPARED FOR:
Riverstone Communities
 6400 TELEGRAPH RD
 SUITE 2000
 BLOOMFIELD HILLS, MI 48301

LAKESIDE NORTH ADDITION
 NEW BRIGHTON, MINNESOTA

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
 Fax (952) 937-5822 Minnetonka, MN 55343
 (888) 937-6150 westwoodps.com
 Westwood Professional Services, Inc.
 TEBELS ENGINEERING FIRM REGISTRATION NO. 117156
 TEBELS SURVEYING FIRM REGISTRATION NO. 10074901

PRELIMINARY PLAT

SHEET NUMBER:

1 OF 1

PROJECT NUMBER: 0076079.00 DATE: 01/09/2026

LAKESIDE NORTH ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That Lakeside North MHP, LLC, a Minnesota limited liability company, owner of the following described property situated in the City of New Brighton, County of Ramsey, State of Minnesota:

The Southwest Quarter of the Northwest Quarter (SW 1/4 of NW 1/4) of Section Thirty-two (32), Township Thirty (30), Range Twenty-three (23), except that part thereof lying North of the Southerly boundary of the Minneapolis, St. Paul and S. St. Marie Railway now known as the Soo Line Railway;

AND

The South Half (S 1/2) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32, Township 30, Range 23.

Has caused the same to be surveyed and platted as LAKESIDE NORTH ADDITION and does hereby dedicate to the public for public use forever the public ways and the drainage and utility easements as shown on this plat.

In witness whereof said Lakeside North MHP, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

LAKESIDE NORTH MHP, LLC

By: _____
James L. Bellinson

Its: Managing Member

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on _____, by James L. Bellinson, Managing Member of Lakeside North MHP, LLC, a Minnesota limited liability company, on behalf of the company.

(Signature)
Notary Public, _____ County, Minnesota
My Commission Expires _____

(Name Printed)

I, Mathew J. Welinski, Professional Land Surveyor, do hereby certify that I have surveyed or directly supervised the survey of the property described on this plat; prepared this plat or directly supervised the preparation of this plat; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been correctly set; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of the surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Mathew J. Welinski, Professional Land Surveyor
Minnesota License No. 53596

STATE OF MINNESOTA

COUNTY OF _____

The foregoing Surveyor's Certificate was acknowledged before me this _____ day of _____, 20____, by Mathew J. Welinski, a Professional Land Surveyor.

(Signature)
Notary Public, _____ County, Minnesota
My Commission Expires _____

(Name Printed)

CITY COUNCIL

City of New Brighton

We do hereby certify that on the _____ day of _____, 20____, the City Council of the City of New Brighton Minnesota, approved this plat. Also, the conditions of Minnesota Statutes, Section 505.03, Subd. 2, have been fulfilled.

Mayor

City Manager

PROPERTY TAX, RECORDS AND ELECTION SERVICES DEPARTMENT

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year _____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20____.

Ramsey County Auditor/Treasurer

By _____, Deputy

COUNTY SURVEYOR

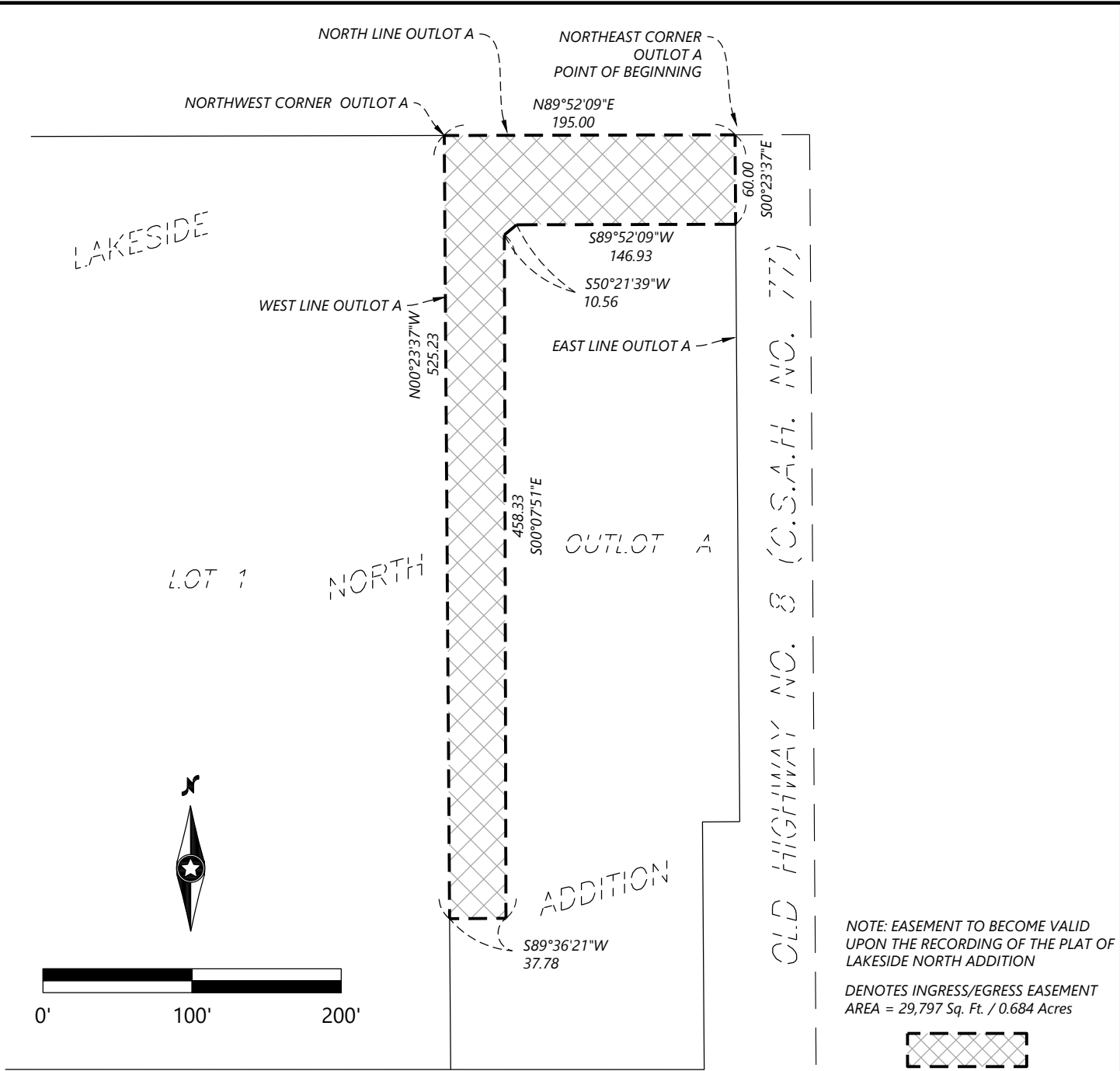
Pursuant to Minnesota State Statutes, Section 383A.42 this plat has been approved this _____ day of _____, 20____.

Daniel D. Baar, L.S.
Ramsey County Surveyor

COUNTY RECORDER, County of Ramsey, State of Minnesota

I hereby certify that this plat of LAKESIDE NORTH ADDITION was filed in the office of the County Recorder for public record on this _____ day of _____, 20____, at _____ o'clock _____ M., and was duly filed in Book _____, of Plats, Page _____ and _____, as Document Number _____.

Deputy County Recorder



NOTE: EASEMENT TO BECOME VALID UPON THE RECORDING OF THE PLAT OF LAKESIDE NORTH ADDITION
 DENOTES INGRESS/EGRESS EASEMENT
 AREA = 29,797 Sq. Ft. / 0.684 Acres



EASEMENT DESCRIPTION

THAT PART OF OUTLOT A, LAKESIDE NORTH ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, RAMSEY COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID OUTLOT A; THENCE SOUTH 00 DEGREES 23 MINUTES 37 SECONDS EAST, ASSUMED BEARING ALONG THE EAST LINE OF SAID OUTLOT A, A DISTANCE OF 60.00 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 09 SECONDS WEST, A DISTANCE OF 146.93 FEET; THENCE SOUTH 50 DEGREES 21 MINUTES 39 SECONDS WEST, A DISTANCE OF 10.56 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 51 SECONDS EAST, A DISTANCE OF 458.33 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 21 SECONDS WEST, A DISTANCE OF 37.78 FEET TO THE WEST LINE OF SAID OUTLOT A; THENCE NORTH 00 DEGREES 23 MINUTES 37 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 525.23 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT A; THENCE NORTH 89 DEGREES 52 MINUTES 09 SECONDS EAST, ALONG THE NORTH LINE OF SAID OUTLOT A, A DISTANCE OF 195.00 FEET TO SAID NORTHEAST CORNER OF OUTLOT A AND THE POINT OF BEGINNING

N:\0076079\00\06 CAD\DWG\SURVEY\0076079.00-V-SKF01-EGRESS-INGRESS.DWG

LAKESIDE NORTH ADDITION
 NEW BRIGHTON, MN

Westwood
 Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
 Fax (952) 937-5822 Minnetonka, MN 55343
 Toll Free (888) 937-5150 westwoodps.com
 Westwood Professional Services, Inc.

SHEET NUMBER:
1 OF **1**
 Easement Exhibit
 DATE: 04/03/26
 PROJECT NUMBER: 0076079.00



Memorandum

8/5/2025

Re: Lakeside North Mobile Home Park - Parcel Split
1200 Foss Rd, New Brighton, MN
Project No. 63899-25063

Subject: Lakeside North Mobile Home Park
Density Calculation after Removal of Lot 1

To: Riverstone Communities
Shannon Sawchuk
ssawchuk@rivstone.com

From: Pope Design Group
Gonzalo Villares, AIA
gvillares@popedesign.com
651-789-1619

Dear Shannon,

At your request, Pope Design Group conducted a density study to evaluate the potential split of a portion of one of the two parcels that make up Lakeside North Mobile Home Park. Our study focused on assessing Lakeside North Mobile Home Park's compliance with New Brighton's City Code mobile home park density regulations in the event of this lot split

Lakeside North Mobile Home Park is located at 1200 Foss Rd., New Brighton, MN. It occupies a +/- 42.6 acre site and has (245) mobile homes. The site is currently composed of two adjacent parcels: Tax Parcel 323023230002 on the west, and Tax Parcel 323023240008 on the east. We understand that you are considering splitting the east parcel (Tax Parcel 323023240008) into two lots: an easterly lot (Lot 1) that would be approximately 2.8 acres and a westerly lot (Lot 2) that would be approximately 15.4 acres. The area that would correspond to Lot 1 is currently undeveloped and would not include any of the existing mobile homes. Once the split is completed, Lot 1 will not be part of Lakeside North Mobile Home Park. Lot 2 would encompass the area currently occupied by (129) mobile homes and would remain part of Lakeside North Mobile Home Park.

Our study found the following information regarding Lakeside North Mobile Home Park after the removal of Lot 1:

- Total Approximate Area: _____ +/- 1,855,845 SF
- Total Number of Mobile Homes: _____ 245
- Total Number of Home Pads: _____ 245

Density calculation for Lakeside North Mobile Home Park after the removal of Lot 1 (see site plan attached):

1. Non-buildable areas such as open water, landscape buffers and easements: _____ +/- 532,189 SF
2. With non-buildable areas removed, calculate 2% min. area required for recreation: _____ 1,323,656 SF * 0.02 = 26,473 SF
3. Existing area provided for recreation: _____ 37,403 SF (meets the min. required)
4. Existing community facilities: _____ 27,484 SF

767 N. Eustis St., Ste 190
St. Paul, Minnesota 55114
651.642.9200

popedesign.com

- 5. Private roads: _____ 245,749 SF
- 6. Land eligible for manufactured homes: _____ 1,855,845 SF – 532,189 SF – 26,473 SF -27,484 SF -245,749 SF
= +/- 1,023,950 SF (+/-23.50 acres)
- 7. **Proposed density:** _____ **245 mobile home units on 1,023,950 SF =**
4,179 SF per mobile home unit =
10.43 mobile home units per acre

It is our understanding that this land is guided for Medium Density Residential allowing densities between 6 and 12 units per acre. **To the best of our knowledge, the proposed density after the removal of Lot 1 is 10.43 units per acre, which meets the density requirements for this land.**

We also understand that Sec 20-94.b.2 (Code of Ordinances of the City of New Brighton) establishes a maximum density of 3,600 SF per manufactured home dwelling unit. **To the best of our knowledge, the proposed density after the removal of Lot 1 is 4,179 SF per manufactured home dwelling unit, which meets the maximum density requirement.**

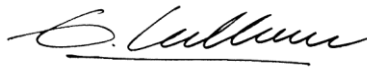
Additional notes:

- Our study was conducted using an ALTA survey CAD file and a PDF file of the ALTA survey prepared by Harry S. Johnson Co. Inc. Land Surveyors & Consultants.
- All area calculations are approximate and derived from the ALTA survey provided to us. Pope Design Group is not a surveyor and did not conduct field measurements for this study.

If you have any questions, please do not hesitate to contact me.

Sincerely,

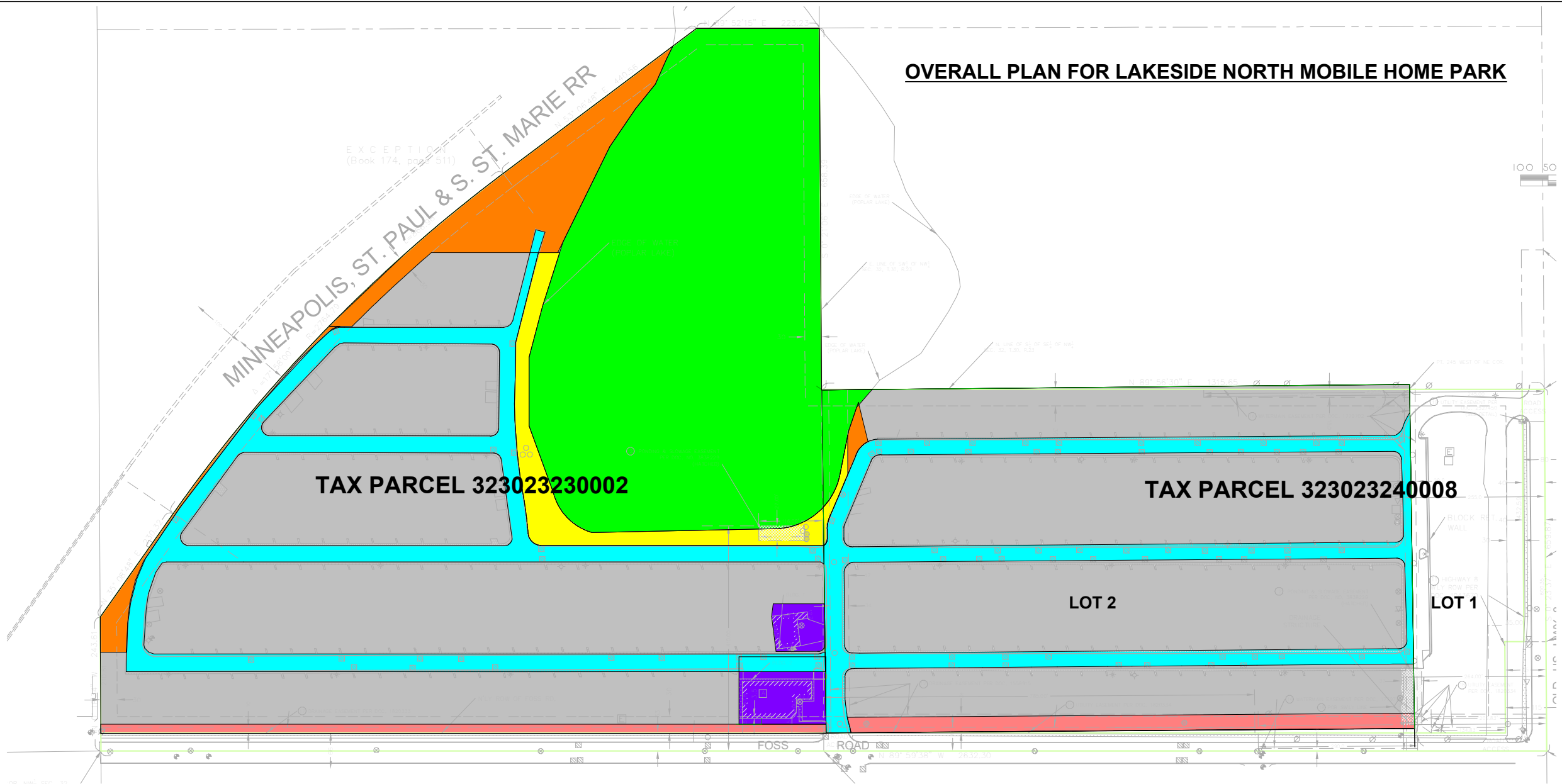
POPE DESIGN GROUP



Gonzalo Villares, AIA
License Number: 51570

Attachments: Overall Plan for Lakeside North Mobile Home Park

OVERALL PLAN FOR LAKESIDE NORTH MOBILE HOME PARK



	Area (sqft)
TOTAL AREA LAKESIDE MHC (after removal of Lot 1)	1,855,845
i. Non-buildable Areas	
Wetland/Open Water	415,234
- Landscaping & Buffer Zones	66,283
- Prohibited Area	50,672
Total Non-buildable Area	532,189
ii. Lot Area after removing Non-Buildable Areas	1,323,656 (=1,855,845 - 532,189)
Recreation Area (2% min)	2%=26,473 (lot has 37,403)
Lot Area after removing Recreation Area	1,297,183
iii. Community Facilities	27,484 (=8,008+19,476)
iv. Private Areas (Roads)	245,749
Lot Area after removing Private Roads+ Community Facilities	1,023,950
b) Land Eligible for Manufactured Homes	
Conclusion	Maximum number of mobile home units allowed =1,023,950 SF /3,600 SF = 284 Number of existing mobile home units = 245

Residents of Lakeside Manufactured Home Park,

The owners of the Lakeside Manufactured Home Park recently submitted an application to clean up the legal description of your community's land through a process commonly known as "platting." This application will have NO impact on your housing, but we assume people may still have questions about what is happening, so this letter is provided to hopefully address all concerns.

➤ ***What is a "plat," and why is Lakeside North MHP LLC going through this process?***

A plat is a detailed, to-scale survey of land that is recorded at the County to officially define the legal boundaries of a piece of property. Reasons that property owners plat their land include:

- **To create new lots.** This is by far the most common reason land is platted, but it is NOT the reason this application has come forward. The current number of parcels making up the Lakeside Manufactured Home Park (two) will remain the same following this process.
- **To identify and resolve boundary disputes.** Arguments between adjacent property owners about shared boundaries can result in costly legal battles. Platting a property is an important step to protect a landowner from such problems in the future.
- **To create a simplified legal description.** Through the platting process, complicated legal descriptions (which can sometimes be pages long) are simplified into short names like "*Lakeside North Addition, Lot 1, Block 1, Ramsey County, Minnesota.*" Simplification of legal descriptions cuts down on legal costs anytime land issues arise.
- **To combine properties or shift internal lot lines to desired locations.** Combining property can be advantageous to simplify yearly taxes, and repositioning lot lines can better position a property for future uses. In this case, the internal lot line that currently bisects the park will be shifted to the east to place all units on one base lot.
- **To make financing or selling property easier.** Any time a lender or buyer is looking at a property, they want certainty as to what is involved in the transaction. Having a property platted addresses this concern.

To put this application into perspective, most of the land within the City has been platted over the years for one or more of the reasons listed above. The few remaining unplatted areas (like the Lakeside Manufactured Home Park) are primarily lands that were developed before the City of New Brighton was established.

➤ ***Will this application result in any physical changes to the Lakeside Manufactured Home Park?***

- No. Development rights within the Lakeside Manufactured Home Park will remain the same following this process.

➤ **What specifically will change if this plat is approved?**

No visible changes in the built environment will result from this legal process. The four main things being achieved include:

1. The legal description for the property will be simplified;
2. Any boundary disputes with surrounding land owners will be identified and addressed
3. An invisible internal lot line that currently bisects the park will be shifted to the east to place all manufactured units on a single base lot.

Current two-lot configuration pre-platting:



Proposed two-lot configuration post-platting:



4. The undeveloped land along Old Highway 8 will be placed into what is called an “Outlot.”
Outlots cannot be developed until/unless the land is replatted into a buildable lot.

We hope this addresses any questions you may have about the platting process currently underway, but please feel free to call me any time should you have additional questions. Thank you!

Ben Gozola, Assistant Director of Community Assets & Development

- Telephone651-638-2059
- Email.....Ben.Gozola@newbrightonmn.gov



Agenda Section:	Consent Agenda
Meeting Date:	April 28, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Authorizing Staff to Sign Agreements with Marco for Server Hardware Support and Server OS Licensing

Action Requested: Motion

Form of Action: Contract/Agreement

Votes Needed: 3 Votes

Summary Statement:	The physical server environment for the City requires additional support, which was included in the 2026 budget. The first contract continues hardware support for our existing servers for three years for \$13,932.00. The second contract refreshes Windows Server licenses for \$30,046.80. Both contracts are through Marco for a total of \$43,978.80. Approval of these items will support the environment until the next scheduled replacement in 2029.
---------------------------	---

Recommendations:	Authorize Staff to Sign Agreements with Marco for Server Hardware Support and Server OS Licensing.
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Applicable Deadlines:	Provided quotes expire April 30th.
------------------------------	------------------------------------

Community Impact:	None.
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Legislative History:	Previous server and support purchase in 2021.
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Strategic Priority:	<u>City Assets</u>
----------------------------	--------------------

Fiscal Impact:	Financial Consideration?	<u>Yes</u>
	Revenue/Expenditure Amount:	\$43,978.80
	Financing Source:	<u>Budgeted</u>
	Notes:	Approval of these items negates the budgeted items of server replacement in the capital budget and VMWARE licensing renewal in the operational budget, which previously totaled \$49,000 in the 2026 budget.

Attachments:	1.	HP hardware support renewal
	2.	Windows Server Data Center quote



April 1, 2026

PROPOSAL FOR
CITY OF NEW BRIGHTON
NICK KRIZ

Prepared By:

Adam Hoffmann
Technology Advisor
651-288-6956
adam.hoffmann@marconet.com

Quote Number: 221100



Managed Services



Copiers & Printers



Audio Visual



Business IT Services



City of New Brighton HPE Renewal 2026



Prepared by:
Marco - Twin Cities
 Adam Hoffmann
 651-288-6956
 adam.hoffmann@marconet.co
 m

Prepared for:
CITY OF NEW BRIGHTON
 803 OLD HWY 8 NW
 NEW BRIGHTON, MN 55112
 Nick Kriz
 651.638.2048
 nick.kriz@newbrightonmn.gov

Ship To:
CITY OF NEW BRIGHTON
 803 OLD HWY 8 NW
 NEW BRIGHTON, MN 55112-2797
 Nick Kriz
 651.638.2048
 nick.kriz@newbrightonmn.gov

Quote Information:
Quote #: 221100
 Version: 1
 Date Issued: 04/01/2026
 Expiration Date: 03/29/2026

HPE Renewal - 1 Year

Description	One-Time	Qty	Ext. One-Time
HPE Tech Care Basic wDMR SVC & Return to Support	\$7,164.00	1	\$7,164.00
Start Date: 04/01/26 End Date: 03/31/27			Duration: 12

Serial Number	Product Number	Product Description	Support Package	Support Package Description	Qty
MXQ1020S9X	P18604-B21	HPE DL325 Gen10+ 7302P 1P 32G 8SFF Svr	HU4A7AC	HPE Tech Care Basic wDMR SVC	1
MXQ1020SB0	P18604-B21	HPE DL325 Gen10+ 7302P 1P 32G 8SFF Svr	HU4A7AC	HPE Tech Care Basic wDMR SVC	1
MXQ1020S9W	P18604-B21	HPE DL325 Gen10+ 7302P 1P 32G 8SFF Svr	HU4A7AC	HPE Tech Care Basic wDMR SVC	1
			UJ558AC	HPE Ind Std Svrs Return to HW Support	1

Subtotal: **\$7,164.00**

HPE Renewal - 3 Year Option

** Optional Section*

Description	One-Time	Qty	Ext. One-Time
HPE Tech Care Basic wDMR SVC & Return to Support	\$13,932.00	1	\$13,932.00
Start Date: 04/01/26 End Date: 03/31/29			Duration: 36



SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT AGREEMENT(S)

Serial Number	Product Number	Product Description	Support Package	Support Package Description	Qty
MXQ1020S9X	P18604-B21	HPE DL325 Gen10+ 7302P 1P 32G 8SFF Svr	HU4A7AC	HPE Tech Care Basic wDMR SVC	1
MXQ1020SB0	P18604-B21	HPE DL325 Gen10+ 7302P 1P 32G 8SFF Svr	HU4A7AC	HPE Tech Care Basic wDMR SVC	1
MXQ1020S9W	P18604-B21	HPE DL325 Gen10+ 7302P 1P 32G 8SFF Svr	HU4A7AC	HPE Tech Care Basic wDMR SVC	1
			UJ558AC	HPE Ind Std Svrs Return to HW Support	1

* Optional Subtotal: **\$13,932.00**



Quote Summary - One-Time Expenses

Description	Amount
HPE Renewal - 1 Year	\$7,164.00
Total:	\$7,164.00

One-Time * Optional Expenses

Description	One-Time
HPE Renewal - 3 Year Option	\$13,932.00
<i>Optional Subtotal:</i>	\$13,932.00

Payment Options

Description	Payments	Interval	Amount
One-Time Payment			
One-Time Payment	1	One-Time	\$7,164.00

Summary of Selected Payment Options

Description	Amount
One-Time Payment: One-Time Payment	



Approval

- Client represents that it has reviewed and agrees to be legally bound by this Schedule of Products.
- Client represents that it has reviewed and agrees to be legally bound by the Relationship Agreement, any Product Agreement(s) referred to herein, and applicable policy(ies) (“Terms and Conditions”) which are located at www.marconet.com/legal for the Products it is obtaining as identified in this Schedule of Products.
- If the parties have negotiated changes to the Terms and Conditions that have been reduced to writing and signed by both parties, the modified version(s) of such Terms and Conditions, that have not expired or been terminated, shall replace the online version(s).
- Client agrees to use electronic signatures, electronic communications, and electronic records to transact business under the above documents.
- The pricing above does not include taxes. Taxes, fees and surcharges shall be paid by Client and will be shown on invoices to Client.
- Payments made via credit card are subject to a 3% surcharge.
- A \$30 fee will be assessed for any returned payment.
- Price availability is subject to change without notice at any point during or after the quotation, ordering, and fulfillment process.

Marco Technologies, LLC

CITY OF NEW BRIGHTON

Signature: _____

Name: _____

Title: _____

Date: _____

Prepared for: Nick Kriz _____

Signature: _____

Signed by: _____

Title: _____

Date: _____

PO Number: _____

Email Address: _____



March 17, 2026

PROPOSAL FOR
CITY OF NEW BRIGHTON
NICK KRIZ

Prepared By:

Adam Hoffmann
Technology Advisor
651-288-6956
adam.hoffmann@marconet.com

Quote Number: 220406



Managed Services



Copiers & Printers



Audio Visual



Business IT Services



IT - Windows Server Licensing -- CITY OF NEW BRIGHTON



Prepared by:

Marco - Rochester

Adam Hoffmann
651-288-6956
adam.hoffmann@marconet.co
m

Prepared for:

CITY OF NEW BRIGHTON

803 OLD HWY 8 NW
NEW BRIGHTON, MN 55112
Nick Kriz
651.638.2048
nick.kriz@newbrightonmn.gov

Ship To:

CITY OF NEW BRIGHTON

803 OLD HWY 8 NW
NEW BRIGHTON, MN 55112-2797
Nick Kriz
651.638.2048
nick.kriz@newbrightonmn.gov

Quote Information:

Quote #: 220406

Version: 1
Date Issued: 03/17/2026
Expiration Date: 04/15/2026
Special Pricing Program:
PLEASE SELECT

■ Datacenter Option - Microsoft Server Perpetual Licenses

Description	One-Time	Qty	Ext. One-Time
Please note this license will require that you must have a Microsoft account prior to purchasing.			
Host 1 - Single 16 Core CPU - (2) Node HA Cluster			
Windows Server 2025 Datacenter - 16 Core	\$6,634.60	1	\$6,634.60
Host 2 - Single 16 Core CPU - (2) Node HA Cluster			
Windows Server 2025 Datacenter - 16 Core	\$6,634.60	1	\$6,634.60
Host 3 - Single 16 Core CPU - Secondary Site, Single host			
Windows Server 2025 Datacenter - 16 Core	\$6,634.60	1	\$6,634.60
User CALs			
Windows Server 2025 - 1 User CAL	\$49.00	207	\$10,143.00

Subtotal: **\$30,046.80**

■ Standard Option - Microsoft Server Perpetual Licenses

* *Optional Section*

Description	One-Time	Qty	Ext. One-Time
<i>Please note this license will require that you must have a Microsoft account prior to purchasing.</i>			
Host 1 - Single 16 Core CPU - (2) Node HA Cluster - For every 16 Cores you are allowed the rights to (2) Windows 2025 VM's			
<ul style="list-style-type: none"> Below assumes up to (22) VM's to be running on the HA Cluster 			
Windows Server 2025 Standard - 16 Core License Pack	\$1,152.48	11	\$12,677.28



SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT AGREEMENT(S)

Host 2 - Single 16 Core CPU - (2) Node HA Cluster - For every 16 Cores you are allowed the rights to (2) Windows 2025 VM's?

- Below assumes up to (22) VM's to be running on the HA Cluster

<i>Windows Server 2025 Standard - 16 Core License Pack</i>	<i>\$1,152.48</i>	<i>11</i>	<i>\$12,677.28</i>
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Host 3 - Single 16 Core CPU - Secondary Site, Single host - For every 16 Cores you are allowed the rights to (2) Windows 2025 VM's

- Below assumes up to (6) VM's

<i>Windows Server 2025 Standard - 16 Core License Pack</i>	<i>\$1,152.48</i>	<i>3</i>	<i>\$3,457.44</i>
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User CALs

<i>Windows Server 2025 - 1 User CAL</i>	<i>\$49.00</i>	<i>207</i>	<i>\$10,143.00</i>
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* Optional Subtotal: **\$38,955.00**



Quote Summary - One-Time Expenses

Description	Amount
Datcenter Option - Microsoft Server Perpetual Licenses	\$30,046.80
Total:	\$30,046.80

One-Time * Optional Expenses

Description	One-Time
Standard Option - Microsoft Server Perpetual Licenses	\$38,955.00
<i>Optional Subtotal:</i>	\$38,955.00

Payment Options

Description	Payments	Interval	Amount
One-Time Payment			
One-Time Payment	1	One-Time	\$30,046.80

Summary of Selected Payment Options

Description	Amount
One-Time Payment: One-Time Payment	



Approval

- Client represents that it has reviewed and agrees to be legally bound by this Schedule of Products.
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- Payments made via credit card are subject to a 3% surcharge.
- A \$30 fee will be assessed for any returned payment.
- Pricing and availability are subject to change without notice. Price adjustments may occur at any time due to manufacturer and market changes, including after order placement, if manufacturer costs, tariffs, supply chain conditions, or configuration changes impact the order prior to shipment or fulfillment.

Marco Technologies, LLC

CITY OF NEW BRIGHTON

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Prepared for: Nick Kriz _____
 Signature: _____
 Signed by: _____
 Title: _____
 Date: _____
 PO Number: _____
 Email Address: _____