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 May 12, 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. Presentation of 2026 Aaron Sather Emerging Leader Award to Jen Lehmann, Assistant City Manager

VI. Consent Agenda

1. Consider Approval of Payments
2. Consider Approval of City Council Minutes
    a. April 28, 2026 Worksession Minutes
    b. April 28, 2026 City Council Meeting Minutes
    c. May 5, 2026 Council Worksession
3. Accept Receipt of Commission Minutes - none
4. Consider Approval of Updates to the City's Capital Asset Policy Regarding the Disposal of Firearms
5. Consideration of a Resolution Authorizing the Use of the 2025 General Fund Excess Fund Balance and Amending the 2026 General Fund Budget
6. Consider Purchase of Replacement Handguns and Accessories
7. Consider Purchase of Replacement Conducted Energy Devices (CEDs - Tasers)
8. Consideration of a Resolution Authorizing Entry into an Agreement with the Minnesota Pollution Control Agency for a Minnesota GreenCorps Host Site
9. Consider Approval of Updated Master Services Agreement (MSA) with Flock Group Inc.
10. Consider Resolution for Renewal of Master Joint Powers Agreement (JPA) and Court Services Amendment with State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension
11. Consideration of Dry Ice Cleaning and Painting of Public Works Garage and Parks Maintenance Garage
12. Consider Quote for NBCC Parking Lot Mill and Overlay

VII. Public Hearings

1. Consider a Resolution Approving a Partial Vacation of 8th Avenue SW

VIII. Council Business

1. Consider a resolution to approve a Site Plan Amendment Authorizing Outdoor Storage of Landscaping Materials and Equipment and a New Salt Shed at 125 & 175 Old Highway 8 SW
2. Consider a resolution approving a conditional use permit to authorize the opening of a small school at 1600 Silver Lake Road
3. Consider Acceptance of the City's Annual Comprehensive Financial Report, Audit

Communication Letter, and Reports on Compliance with Government Auditing Standards and Legal Compliance for the Fiscal Year Ended December 31, 2025

IX. Commission Liason Reports, Announcements, and Updates

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

X. Adjournment

Agenda Section:	**Consent Agenda**
Meeting Date:	**May 12, 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:	The following summary of claims have been submitted to the City's Finance Department for payment. A detailed listing is also attached.

EFT:	$818,896.02
ACH:	$562,625.65
Check:	$41,533.02
Total:	**$1,423,054.69**

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.

Legislative History:	Minnesota Statute 412.271 requires the City Council to approve all payments of claims. Per the City's Purchasing Policy, the City Council delegates to the City Manager or his/her designee its authority to pay claims prior to obtaining Council approval. A list of all payments are to be provided to the City Council at the next available Council meeting, and earlier payment does not affect the right of the City Council or any taxpayer to challenge the validity of a claim.

Strategic Priority:	**Operational Effectiveness**

Fiscal Impact:

Financial Consideration?	**No Yes: $1,423,054.69**
Revenue/Expenditure Amount:	$
Financing Source:	**Budgeted** **Budget Modification** **Revenue** **Other** **N/A**
Notes:	

Attachments:

1.	VI_1 Consider Approval of Payments Xcel

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
04/17/2026	MN DEPT OF REVENUE	MAR FUEL TAX	378.16
04/17/2026	MN DEPT OF REVENUE	MARCH 2026 SALES TAX	30.32
04/17/2026	MN DEPT OF REVENUE	MARCH 2026 SALES TAX	0.00
04/17/2026	MN DEPT OF REVENUE	MARCH 2026 SALES TAX	1,480.89
04/17/2026	MN DEPT OF REVENUE	MARCH 2026 SALES TAX	680.21
04/17/2026	MN DEPT OF REVENUE	MARCH 2026 SALES TAX	3,114.29
04/17/2026	MN DEPT OF REVENUE	MARCH 2026 SALES TAX	1,188.60
04/17/2026	MN DEPT OF REVENUE	MARCH 2026 SALES TAX	1,706.20
04/17/2026	MN DEPT OF REVENUE	MARCH 2026 SALES TAX	7,884.93
04/17/2026	MN DEPT OF REVENUE	MARCH 2026 SALES TAX	(140.44)
			15,945.00
04/20/2026	XCEL ENERGY	STREETLIGHTS 03/03-04/02/26	10,776.29
04/20/2026	XCEL ENERGY	STREET LIGHTS 02/17-03/18/26	18.34
04/20/2026	XCEL ENERGY	STREET LIGHTS 02/17-03/18/26	13.19
04/20/2026	XCEL ENERGY	STREET LIGHTS 02/17-03/18/26	2,579.67
04/20/2026	XCEL ENERGY	STREET LIGHTS 02/17-03/18/26	2,704.05
			5,315.25
04/20/2026	ALERUS RETIREMENT & BENEFITS-EFT	COBRA FEES MARCH	34.00
04/21/2026	MN UC FUND	UNEMPLOYMENT 1ST QTR 2026	1,645.59
04/21/2026	MN UC FUND	UNEMPLOYMENT 1ST QTR 2026	112.71
04/21/2026	MN UC FUND	UNEMPLOYMENT 1ST QTR 2026	2,302.00
			4,060.30
04/22/2026	AFLAC	AFLAC APRIL	3,485.34
04/23/2026	METROPOLITAN LIFE INSURANCE COMPANY	MN PAID LEAVE MONTHLY PREMIUM	4,027.37
04/23/2026	METROPOLITAN LIFE INSURANCE COMPANY	MN PAID LEAVE MONTHLY PREMIUM	4,027.37
04/23/2026	METROPOLITAN LIFE INSURANCE COMPANY	MN PAID LEAVE MONTHLY PREMIUM	0.02
			8,054.76
04/17/2026	HEALTHY CONTRIBUTIONS SPV, LLC	MINNESOTA LABORERS HEALTH AND WELFARE FUND FITNESS PROGRAM	7.60
04/17/2026	EFTPS	Remittance Check	48,330.93
04/17/2026	EFTPS	Remittance Check	20,213.26
04/17/2026	EFTPS	Remittance Check	20,213.26
04/17/2026	EFTPS	Remittance Check	7,106.56
04/17/2026	EFTPS	Remittance Check	7,106.56
			102,970.57
04/17/2026	PERA	Remittance Check	20,297.59
04/17/2026	PERA	Remittance Check	20,297.59
04/17/2026	PERA	Remittance Check	19,450.46
04/17/2026	PERA	Remittance Check	29,175.68
04/17/2026	PERA	Remittance Check	3,122.74
			92,344.06
04/17/2026	MN CHILD SUPPORT	Remittance Check	308.72
04/17/2026	MISSIONSQUARE	Remittance Check	12,448.71
04/17/2026	MISSIONSQUARE	Remittance Check	410.73
04/17/2026	MISSIONSQUARE	Remittance Check	2,582.00
			15,441.44
04/17/2026	RETIREMENT HEALTH SAVINGS PLAN	Remittance Check	2,701.28
04/17/2026	MN DCP	Remittance Check	1,825.00
04/17/2026	STATE TAXES	Remittance Check	20,657.61
04/29/2026	EFTPS	Remittance Check	46,424.81
04/29/2026	EFTPS	Remittance Check	20,268.08
04/29/2026	EFTPS	Remittance Check	20,268.08

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
04/29/2026	EFTPS	Remittance Check	7,054.84
04/29/2026	EFTPS	Remittance Check	7,054.84
			101,070.65
05/01/2026	PERA	Remittance Check	20,639.87
05/01/2026	PERA	Remittance Check	20,639.87
05/01/2026	PERA	Remittance Check	19,541.81
05/01/2026	PERA	Remittance Check	29,312.70
05/01/2026	PERA	Remittance Check	58.34
05/01/2026	PERA	Remittance Check	58.34
05/01/2026	PERA	Remittance Check	3,175.42
			93,426.35
05/01/2026	MN CHILD SUPPORT	Remittance Check	308.72
05/01/2026	MISSIONSQUARE	Remittance Check	13,669.19
05/01/2026	MISSIONSQUARE	Remittance Check	250.01
05/01/2026	MISSIONSQUARE	Remittance Check	2,632.00
			16,551.20
05/01/2026	RETIREMENT HEALTH SAVINGS PLAN	Remittance Check	2,701.28
04/17/2026	ROTH IRA	Remittance Check	2,518.30
05/01/2026	ROTH IRA	Remittance Check	2,436.16
04/29/2026	STATE TAXES	Remittance Check	20,032.11
04/17/2026	HSA	Remittance Check	187.50
04/17/2026	HSA	Remittance Check	8,875.52
			9,063.02
04/15/2026	VANCO PAYMENT SOLUTIONS	MONTHLY VANCO FEES 2026 03 MARCH	27.20
04/15/2026	VANCO PAYMENT SOLUTIONS	MONTHLY VANCO FEES 2026 03 MARCH	27.20
04/15/2026	VANCO PAYMENT SOLUTIONS	MONTHLY VANCO FEES 2026 03 MARCH	13.60
			68.00
04/27/2026	XCEL ENERGY	500 13TH AVE NW 03/18-04/16/26	100.01
04/27/2026	XCEL ENERGY	CITY HALL/PSB 03/18-04/15/26	2,393.34
04/27/2026	XCEL ENERGY	CITY HALL/PSB 03/18-04/15/26	1,470.45
04/27/2026	XCEL ENERGY	CITY HALL/PSB 03/18-04/15/26	3,509.22
04/27/2026	XCEL ENERGY	CITY HALL/PSB 03/18-04/15/26	2,459.42
			9,832.43
04/27/2026	XCEL ENERGY	PARKS 03/18-04/15/26	2,370.34
04/27/2026	XCEL ENERGY	PARKS 03/18-04/15/26	171.42
			2,541.76
04/27/2026	XCEL ENERGY	NBCC/BHGC 03/20-04/17/26	5,267.52
04/27/2026	XCEL ENERGY	NBCC/BHGC 03/20-04/17/26	73.35
04/27/2026	XCEL ENERGY	NBCC/BHGC 03/20-04/17/26	583.05
04/27/2026	XCEL ENERGY	NBCC/BHGC 03/20-04/17/26	159.63
			6,083.55
04/30/2026	4M - BANK CHARGES - EFT	POSITIVE PAY CHARGES IN 4M	65.44
04/30/2026	FLYWIRE PAYMENTS CORPORATION	FILE CABINET	22.50
04/28/2026	ALERUS RETIREMENT & BENEFITS-EFT	HSA SERVICE FEE COVERED BY CITY APRIL	348.00
05/01/2026	PEPSI-COLA - EFT	POP/GATORADE FOR RESALE AT THE GOLF COURSE	1,225.29
04/11/2026	A-1 VACUUM CLEANER-CC	NEW VACUUM FOR CITY HALL	469.90
04/11/2026	Ace Waste-cc	APRIL WASTE DISPOSAL SERVICES	156.40
04/11/2026	Ace Waste-cc	APRIL WASTE DISPOSAL SERVICES	1,090.26
04/11/2026	Ace Waste-cc	APRIL WASTE DISPOSAL SERVICES	632.49
04/11/2026	Ace Waste-cc	APRIL WASTE DISPOSAL SERVICES	1,945.79
04/11/2026	Ace Waste-cc	APRIL WASTE DISPOSAL SERVICES	1,277.26

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
04/11/2026	Ace Waste-cc	APRIL WASTE DISPOSAL SERVICES	352.39
			5,454.59
04/11/2026	ACTION TARGET - CC	TARGETS FOR GUN RANGE	52.70
04/11/2026	ACTION TARGET - CC	TARGETS FOR GUN RANGE	160.25
			212.95
04/11/2026	ADAGIO'S PIZZA FACTORY - CC	LIGHT MAP PRIZE PURCHASE	60.00
04/11/2026	AIRGAS - CC	BRUSHES TO CLEAN SOCCER GOALS FOR WELDING & PAINTING	2.06
04/11/2026	AIRGAS - CC	BRUSHES TO CLEAN SOCCER GOALS FOR WELDING & PAINTING	23.20
			25.26
04/11/2026	ALLSTREAM - CC	HOSTED PHONE SYSTEM	3,579.15
04/11/2026	AMAZON WEB SERVICES - CC	HOSTED WEB SERVICES	5.18
04/11/2026	AMAZON.COM-cc	2026 PASSPORT LOBBY CHAIRS	1,059.96
04/11/2026	AMAZON.COM-cc	2026 CITY HALL BUILDING SIGN HOLDERS	28.99
04/11/2026	AMAZON.COM-cc	REPLACEMENT PERSONAL FLOATATION DEVICE FOR BT481 THAT HAD FAILED CARTRIDGE INDICATOR	175.29
04/11/2026	AMAZON.COM-cc	SHARPIE FOR EVIDENCE ROOM, ENVELOPES FOR FIRE BANQUET	13.48
04/11/2026	AMAZON.COM-cc	SHARPIE FOR EVIDENCE ROOM, ENVELOPES FOR FIRE BANQUET	11.31
04/11/2026	AMAZON.COM-cc	FILTER BAGS FOR VACUUM	34.98
04/11/2026	AMAZON.COM-cc	EXTERIOR LIGHTS FOR FRIDLEY VALVE STATION	427.00
04/11/2026	AMAZON.COM-cc	FLASH LIGHT SHOP	66.79
04/11/2026	AMAZON.COM-cc	#2408 & #1706 FLASHLIGHTS	271.98
04/11/2026	AMAZON.COM-cc	AIR FILTERS & SPARK PLUG PARKS EDGER	16.78
04/11/2026	AMAZON.COM-cc	#1706 HONDA GENERATOR PADS	18.98
04/11/2026	AMAZON.COM-cc	PRINTER TONER, OFFICER CLIPBOARD AND EXPANDING FILES, MAGIC ERASER	381.45
04/11/2026	AMAZON.COM-cc	#1612 REAR BUMPER	168.88
04/11/2026	AMAZON.COM-cc	#1609 BACK UP CAMERA	56.59
04/11/2026	AMAZON.COM-cc	CHARGERS AND APPLE PEN FOR LB	363.80
04/11/2026	AMAZON.COM-cc	GUN CLEANING SUPPLIES FOR GUN RANGE	70.38
04/11/2026	AMAZON.COM-cc	WHEELS FOR CADY FOSS'S OFFICE CHAIR AND STAPLES FOR PRINTER IN MAIL AREA AT CITY HALL	72.98
04/11/2026	AMAZON.COM-cc	PENS FOR THE LICENSE BUREAU	70.00
04/11/2026	AMAZON.COM-cc	ADVIL FOR FIRST AID BOX	16.48
04/11/2026	AMAZON.COM-cc	COPY PAPER - OFFICE SUPPLIES	169.60
04/11/2026	AMAZON.COM-cc	OFFICE SUPPLIES	22.13
04/11/2026	AMAZON.COM-cc	FIRE INVESTIGATION SUPPLIES	417.87
04/11/2026	AMAZON.COM-cc	FIRE INVESTIGATION CAMERA	656.00
04/11/2026	AMAZON.COM-cc	EAGLES NEST REPAIR PATCH	41.65
04/11/2026	AMAZON.COM-cc	BASKETBALL NETS	87.75
04/11/2026	AMAZON.COM-cc	SAFETY HEADPHONES	228.96
04/11/2026	AMAZON.COM-cc	TONER CARTRIDGES FOR PRINTERS IN PASSPORTS & LICENSE BUREAU	537.78
04/11/2026	AMAZON.COM-cc	CORDS FOR HANSEN	25.21
04/11/2026	AMAZON.COM-cc	4 SIZES OF BINDER CLIPS AND 1 PKG OF RETRACTABLE ERASABLE GEL PENS FOR LICENSE BUREAU	70.00
04/11/2026	AMAZON.COM-cc	NBCC COFFEE SUPPLIES	104.93
04/11/2026	AMAZON.COM-cc	NBCC WALL SPLASH GUARDS/HANSEN PARK WALL SPLASH GUARDS	97.99
04/11/2026	AMAZON.COM-cc	NBCC WALL SPLASH GUARDS/HANSEN PARK WALL SPLASH GUARDS	97.99
04/11/2026	AMAZON.COM-cc	NBCC DOOR SWEEPS FOR IT CLOSESTS	41.99
04/11/2026	AMAZON.COM-cc	NBCC COFFEE SUPPLIES	69.52

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
04/11/2026	AMAZON.COM-cc	LESSONS FA KITS/CPR MATERIALS	44.15
04/11/2026	AMAZON.COM-cc	LESSONS FA KITS/CPR MATERIALS	66.29
04/11/2026	AMAZON.COM-cc	USBC CABLES	17.94
04/11/2026	AMAZON.COM-cc	PHONE SCREEN PROTECTORS	11.89
04/11/2026	AMAZON.COM-cc	AC/DC ADAPTER FOR CRESTRON AT PUBLIC SAFETY	34.41
04/11/2026	AMAZON.COM-cc	USB BLUETOOTH ADAPTER	9.99
04/11/2026	AMAZON.COM-cc	CASE FOR REPLACEMENT LTE IPAD PUBLIC WORKS	95.50
04/11/2026	AMAZON.COM-cc	REPLACEMENT PHONE CASE AND CAMERA PROTECTORS	46.98
04/11/2026	AMAZON.COM-cc	IPHONE SCREEN PROTECTOR	9.99
04/11/2026	AMAZON.COM-cc	IPHONE CASE	28.03
04/11/2026	AMAZON.COM-cc	KEYBOARD COVERS FOR REPLACEMENT COMMISSIONER IPADS	398.00
04/11/2026	AMAZON.COM-cc	SD CARD READER FOR PUBLIC SAFETY TECHNICIAN	17.99
04/11/2026	AMAZON.COM-cc	STORAGE CONTAINERS FOR PUBLIC SAFETY IT TECHNICIAN	35.58
04/11/2026	AMAZON.COM-cc	BASKETBALL NET REFUND	(5.85)
			6,806.36
04/11/2026	AMERICAN RED CROSS - CC	CPR RED CROSS CERT FEES	168.00
04/11/2026	AMERICAN RED CROSS - CC	REFUND FOR FREE SHIPPING CPR MATERIALS	(8.07)
			159.93
04/11/2026	APA MN - CC	AICP BEN GOZOLA MEMBERSHIP 2026	753.40
04/11/2026	APPLE SPICE - CC	INTERVIEW PANEL LUNCH - POLICE	118.99
04/11/2026	APPLE SPICE - CC	INTERVIEW PANEL LUNCH - REC COORD	138.82
			257.81
04/11/2026	ARCHETYPE SIGNMAKERS INC-cc	HANSEN PARK OCCUPANCY SIGN	275.00
04/11/2026	Aspen Mills-cc	K. AYRES RESERVE UNIFORM	473.22
04/11/2026	Aspen Mills-cc	CAPTAIN UNIFORM A. VIK	208.00
04/11/2026	Aspen Mills-cc	CSO C. ELLIOT UNIFORM	155.34
04/11/2026	Aspen Mills-cc	T. LAMOTTE PSO NAME PANEL FOR JACKET	25.50
04/11/2026	Aspen Mills-cc	D. WHITE EXPLORER PANTS	93.99
04/11/2026	Aspen Mills-cc	M. HAAKENSON EXPLORER PANTS	89.99
04/11/2026	Aspen Mills-cc	B. COOK INITAL UNIFORM	2,397.17
			3,443.21
04/11/2026	ATLASSIAN - CC	HOSTED KNOWLEDGEBASE	10.00
04/11/2026	AUDIO VIDEO ELECTRONICS - CC	HANSEN PARK AV FINAL PAYMENT	4,486.16
04/11/2026	AWARDS BY HAMMOND - CC	ANNUAL PLATES ON PLAQUES AWARDS	36.00
04/11/2026	Batteries Plus-cc	BATTERIES NB1- GOLF CART	1,087.50
04/11/2026	BCA TRAINING EDUCATION-cc	M.MOORE DMT CERTIFICATION REGISTRATION	375.00
04/11/2026	BCA TRAINING EDUCATION-cc	M. SUTTER DMT CERTIFICATION REGISTRATION 09/10/2026 & 10/8/2026	375.00
04/11/2026	BCA TRAINING EDUCATION-cc	M. SUTTER DMT CERTIFICATION REGISTRATION 09/10/2026 & 10/8/2026	375.00
04/11/2026	BCA TRAINING EDUCATION-cc	M. WINTERLIN DMT CERTIFICATION REGISTRATION	375.00
			1,500.00
04/11/2026	BEACH'S LONG LAKE SERVICE - CC	#2009 PROPANE	42.28
04/11/2026	BEISSWENGERS HARDWARE-cc	WINDOW HARDWARE FOR REPAIR	3.64
04/11/2026	BEISSWENGERS HARDWARE-cc	DEGREASER SPRAY	13.98
04/11/2026	BEISSWENGERS HARDWARE-cc	DEGREASER SPRAY	1.17
04/11/2026	BEISSWENGERS HARDWARE-cc	LIGHT, ORGANIZING MATERIAL FOR SODIUM ROOM WTP #1	172.96
04/11/2026	BEISSWENGERS HARDWARE-cc	DRILL BIT	17.18
04/11/2026	BEISSWENGERS HARDWARE-cc	DRILL BIT	1.44
04/11/2026	BEISSWENGERS HARDWARE-cc	TAPE MEASURER , GLUE FOR PLASTIC	28.98
04/11/2026	BEISSWENGERS HARDWARE-cc	TAPE MEASURER , GLUE FOR PLASTIC	2.43
04/11/2026	BEISSWENGERS HARDWARE-cc	DRILL BIT SET	30.99
04/11/2026	BEISSWENGERS HARDWARE-cc	DRILL BIT SET	2.60

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
04/11/2026	BEISSWENGERS HARDWARE-cc	LIFT STATION SOAP	9.18
04/11/2026	BEISSWENGERS HARDWARE-cc	ANCHORS TO MOUNT BENCHES AT HANSEN PLAYGROUND	91.97
04/11/2026	BEISSWENGERS HARDWARE-cc	NEW SHOWER HEAD FOR MENS LOCKER ROOM @ PUBLIC SAFETY	25.99
04/11/2026	BEISSWENGERS HARDWARE-cc	ROPE TO REPAIR SOCCERR NETS	56.97
04/11/2026	BEISSWENGERS HARDWARE-cc	KEYS FOR PUBLIC SAFETY	71.84
04/11/2026	BEISSWENGERS HARDWARE-cc	POST HOLE DIGGER	59.99
04/11/2026	BEISSWENGERS HARDWARE-cc	CLEANING SUPPLIES FOR WELL 6	20.97
			612.28
04/11/2026	BLAINE CUSTOM APPAREL & AWARDS - CC	HOLE IN ONE PLATES	81.90
04/11/2026	BLUE ALPHA - CC	BREACHING TOOLS FOR SWAT	22.28
04/11/2026	BLUE ALPHA - CC	BREACHING TOOLS FOR SWAT	265.98
			288.26
04/11/2026	CARHARTT RETAIL - CC	CLOTHING 2026- CADEN	459.64
04/11/2026	CARHARTT RETAIL - CC	CLOTHING 2026- WALLERIUS	254.94
04/11/2026	CARHARTT RETAIL - CC	CLOTHING 2026- CADEN	102.50
04/11/2026	CARHARTT RETAIL - CC	CLOTHING 2026- SCHUTE	199.71
04/11/2026	CARHARTT RETAIL - CC	CLOTHING 2026- SCHUTE	172.62
			1,189.41
04/11/2026	CDW GOVERNMENT-cc	PGAC COMPUTER REPLACEMENTS	6,292.86
04/11/2026	CDW GOVERNMENT-cc	ANNUAL LAPTOP COMPUTER REPLACEMENTS	11,940.00
04/11/2026	CDW GOVERNMENT-cc	REPLACMENT IPAD FOR PUBLIC WORKS	482.80
04/11/2026	CDW GOVERNMENT-cc	REPLACMENT LAPTOP POWER ADAPTER FOR CITY CLERK	90.01
04/11/2026	CDW GOVERNMENT-cc	REPLACEMENT IPADS FOR COMMISSIONERS	677.28
			19,482.95
04/11/2026	CENTURYLINK - CC	PHONE SERVICE	261.40
04/11/2026	CENTURYLINK - CC	INTERNET SERVICE	801.19
04/11/2026	CENTURYLINK - CC	PHONE SERVICE	65.35
04/11/2026	CENTURYLINK - CC	PHONE SERVICE	196.05
04/11/2026	CENTURYLINK - CC	PHONE SERVICE	70.57
04/11/2026	CENTURYLINK - CC	PHONE SERVICE	141.14
04/11/2026	CENTURYLINK - CC	PHONE SERVICE	65.35
04/11/2026	CENTURYLINK - CC	PHONE SERVICE	196.05
04/11/2026	CENTURYLINK - CC	PHONE SERVICE	457.45
04/11/2026	CENTURYLINK - CC	PHONE SERVICE	65.35
			2,319.90
04/11/2026	CERTIFIED LABORATORIES-cc	SAFETY GLASSES & RUBBER GLOVES	573.54
04/11/2026	CERTIFIED LABORATORIES-cc	MISC CLEANING PRODUCTS FOR CLEANING PARK , WASP CLEANER	875.50
04/11/2026	CERTIFIED LABORATORIES-cc	HYDRO FOAMER TO CLEAN SHOP FLOOR	161.60
			1,610.64
04/11/2026	CHEWY.COM - CC	DOG FOOD FOR K9 TATER	73.51
04/11/2026	CHOPPER POWER SPORTS - CC	#1811 OIL, FILTER, SPARK PLUGS & DRIVE BELT	29.32
04/11/2026	CHOPPER POWER SPORTS - CC	#1811 OIL, FILTER, SPARK PLUGS & DRIVE BELT	360.92
			390.24
04/11/2026	CINTAS - CC	CLEANING THE MATS	452.80
04/11/2026	CINTAS - CC	NBCC MAT CLEANINGP	574.64
			1,027.44
04/11/2026	COLLINS ELECTRICAL + TECHNOLOGY -CC	NBCC OFFICE SPACE - ROOM 233 IT CABLE RUNS	3,070.84
04/11/2026	COMCAST CABLE-cc	CABLE TV AT GOLF COURSE	150.08
04/11/2026	COMCAST CABLE-cc	PHONE SERVICE	142.66

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
04/11/2026	COMCAST CABLE-cc	INTERNET SERVICE	120.24
04/11/2026	COMCAST CABLE-cc	PHONE SERVICE	106.84
04/11/2026	COMCAST CABLE-cc	PHONE SERVICE	85.39
04/11/2026	COMCAST CABLE-cc	PHONE SERVICE	85.39
04/11/2026	COMCAST CABLE-cc	PHONE SERVICE	173.02
04/11/2026	COMCAST CABLE-cc	INTERNET SERVICE	130.66
04/11/2026	COMCAST CABLE-cc	INTERNET SERVICE	180.98
04/11/2026	COMCAST CABLE-cc	NBCC FITNESS CENTER CABLE TV	130.70
			1,305.96
04/11/2026	COMMERS CONDITIONED WATER-cc	NBCC SALT FOR WATER SOFTNER	39.00
04/11/2026	CONSTANT CONTACT - CC	MARCH MONTHLY SUBSCRIPTION P+R	175.00
04/11/2026	CORE & MAIN - CC	2" REGISTER BEL AIR SCHOOL	543.75
04/11/2026	CORECUTPARTS.COM - CC	WHEELS STREETS CONCRETE SAW	330.48
04/11/2026	CORECUTPARTS.COM - CC	WHEELS STREETS CONCRETE SAW	27.68
			358.16
04/11/2026	COREMARK METALS - CC	O RINGS FOR ONE TON	59.76
04/11/2026	COREMARK METALS - CC	STEEL FOR PLOW WING	999.14
04/11/2026	COREMARK METALS - CC	STEEL FOR PLOW WING	474.54
04/11/2026	COREMARK METALS - CC	CREDIT FOR OVER CHARGE FROM INVOICE #5664998	(999.14)
			534.30
04/11/2026	COSTCO WHOLESALE-CC	COFFEE CREAMER AND PAPER PRODUCTS FOR KITCHEN	79.45
04/11/2026	COSTCO WHOLESALE-CC	COFFEE CREAMER AND PAPER PRODUCTS FOR KITCHEN	4.17
04/11/2026	COSTCO WHOLESALE-CC	HOT CUPS FOR COFFEE	6.36
04/11/2026	COSTCO WHOLESALE-CC	HOT CUPS FOR COFFEE	75.99
04/11/2026	COSTCO WHOLESALE-CC	WELLBEING COMMITTEE HEALTHY SNACKS	83.77
04/11/2026	COSTCO WHOLESALE-CC	HOT DOGS, BUNS FOR ANNUAL INCLEMENT WEATHER SHOOT OVER LUNCH	77.42
			327.16
04/11/2026	COVERT MEDIA CONSULTING - CC	ADVANCED CELLULAR AND TIMING ADVANCE AREA SEARCH INVESTIGATIONS A. SONTERRE	250.00
04/11/2026	CRYSTEEL TRUCK EQUIP INC-cc	NEW STAND FOR PLOW	45.29
04/11/2026	CUB FOODS-cc	DONUTS FOR COFFEE WITH A COP	23.96
04/11/2026	CUB FOODS-cc	DISTILLED WATER FOR ELECTRIC CART BATTERIES	5.56
04/11/2026	CUB FOODS-cc	BOOK CLUB SUPPLIES	24.83
04/11/2026	CUB FOODS-cc	BINGO AND BREAKFAST PRIZES	50.00
04/11/2026	CUB FOODS-cc	BINGO AND BREAKFAST + DONUTS	130.98
04/11/2026	CUB FOODS-cc	DISTILLED TESTING WATER	33.36
04/11/2026	CUB FOODS-cc	SUPPLIES PARK DISCOVERY	42.95
04/11/2026	CUB FOODS-cc	HOT DOGS FOR ANNUAL INCLEMENT WEATHER SHOOT OVER LUNCH	12.99
			324.63
04/11/2026	CYALUME TECHNOLOGIES, INC - CC	CHEM LIGHT (GLOW STICK) FOR LOW LIGHT PORTION OF RED DOT INSTRUCTOR CLASS 4/7-4/8	29.99
04/11/2026	DAKOTA WOOD-GRINDING, INC - CC	BRUSH GRINDING	8,250.00
04/11/2026	DASH MEDICAL - CC	MEDICAL GLOVES	180.46
04/11/2026	DATAWORKS PLUS LLC - CC	MAINTENANCE FEE FOR FINGERPRINT READER 11/15/25-11/14/26	270.00
04/11/2026	DAVID BANK STUDIO LLC - CC	POLICE & FIRE DEPARTMENT PHOTOS	1,000.00
04/11/2026	DELTA AIR-cc	G. KRAHN AIRFARE FOR DIGITAL EVIDENCE MANAGEMENT CONFERENCE	536.80
04/11/2026	DELTA AIR-cc	T. HAMDORF AIRFARE FOR DIGITAL EVIDENCE MANAGEMENT CONFERENCE	536.80
04/11/2026	DELTA AIR-cc	AIRFARE FOR E. NUNDAHL VCS CONFERENCE ATLANTIC CITY	686.80
04/11/2026	DELTA AIR-cc	G. KRAHN AIRFARE FOR VCS CONFERENCE ATLANTIC CITY	686.80

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
04/11/2026	DELTA AIR-cc	LASERFICHE CONFERENCE FLIGHT	478.80
			2,926.00
04/11/2026	DEPARTMENT OF LABOR AND INDUSTRY-cc	MARCH 2026 SURCHARGE	(55.00)
04/11/2026	DEPARTMENT OF LABOR AND INDUSTRY-cc	MARCH 2026 SURCHARGE	(37.51)
04/11/2026	DEPARTMENT OF LABOR AND INDUSTRY-cc	MARCH 2026 SURCHARGE	1,875.25
			1,782.74
04/11/2026	DETECTACHEM - CC	FIELD DRUG TESTING KIT	567.61
04/11/2026	DIRTROAD APP - CC	NBPR EV CHARGE - VEHICLE 2206 MEMBERSHIP COST	3.00
04/11/2026	DIRTROAD APP - CC	NBPR EV CHARGE - VEHICLE 2506	4.18
04/11/2026	DIRTROAD APP - CC	NBPR EV CHARGE - VEHICLE 2506	4.88
04/11/2026	DIRTROAD APP - CC	NBPR EV CHARGE - VEHICLE 2506	3.00
			15.06
04/11/2026	DIRTROAD APP - CC	CODE INSPECTOR ELECTRIC VEHICLE CHARGING	3.00
04/11/2026	DIRTROAD APP - CC	CODE INSPECTOR ELECTRIC VEHICLE CHARGING	2.90
04/11/2026	DIRTROAD APP - CC	CODE INSPECTOR ELECTRIC VEHICLE CHARGING	4.66
04/11/2026	DIRTROAD APP - CC	CODE INSPECTOR ELECTRIC VEHICLE CHARGING	3.11
04/11/2026	DIRTROAD APP - CC	CODE INSPECTOR ELECTRIC VEHICLE CHARGING	2.42
04/11/2026	DIRTROAD APP - CC	CITY ELECTRIC VEHICLE CHARGE	3.59
04/11/2026	DIRTROAD APP - CC	CITY ELECTRIC VEHICLE CHARGING	3.51
04/11/2026	DIRTROAD APP - CC	MONTHLY SUBSCRIPTION FOR ELECTRIC VEHICLE CHARGING	3.00
04/11/2026	DIRTROAD APP - CC	ELECTRIC VEHICLE CHARGING CITY INSPECTOR	4.65
04/11/2026	DIRTROAD APP - CC	ELECTRIC VEHICLE CHARGING CITY INSPECTOR	4.76
04/11/2026	DIRTROAD APP - CC	ELECTRIC VEHICLE CHARGING CITY INSPECTOR	3.00
04/11/2026	DIRTROAD APP - CC	ELECTRIC VEHICLE CHARGING CITY INSPECTOR	4.46
04/11/2026	DIRTROAD APP - CC	ELECTRIC VEHICLE CHARGING CITY INSPECTOR	5.37
			48.43
04/11/2026	EBAY - CC	#048 ABS MODULE	145.00
04/11/2026	EBAY - CC	#048 ABS MODULE	12.14
			157.14
04/11/2026	ELECTRO WATCHMAN INC-cc	DOOR HANDLE ADJUSTMENT TOOL	29.28
04/11/2026	ELECTRO WATCHMAN INC-cc	ANNUAL FIRE ALARM INSPECTION	169.73
04/11/2026	ELECTRO WATCHMAN INC-cc	FIRE ALARM INSPECTION	50.00
04/11/2026	ELECTRO WATCHMAN INC-cc	FIRE ALARM INSPECTION	169.73
			418.74
04/11/2026	EMERGENCY APPARATUS MAINTENANCE-CC	#1002 BEARING REPLACED & VALVE REPAIR	2,312.90
04/11/2026	EMERGENCY APPARATUS MAINTENANCE-CC	#2004 PUMP REPAIR	1,405.75
04/11/2026	EMERGENCY APPARATUS MAINTENANCE-CC	#895 INSPECTION	500.00
04/11/2026	EMERGENCY APPARATUS MAINTENANCE-CC	#1002 INSPECTION/ PUMP TEST & SERVICE	1,268.71
04/11/2026	EMERGENCY APPARATUS MAINTENANCE-CC	#2004 INSPECTION/ PUMP TEST & SERVICE	3,150.97
04/11/2026	EMERGENCY APPARATUS MAINTENANCE-CC	#0517 INSPECTION/ PUMP TEST & SERVICES	1,291.87
04/11/2026	EMERGENCY APPARATUS MAINTENANCE-CC	#1604 INSPECTION/PUMP TEST & SERVICE	1,268.71
04/11/2026	EMERGENCY APPARATUS MAINTENANCE-CC	#0517 DECK GUN LEAKING & REPAIRS	1,857.56
			13,056.47
04/11/2026	FACEBOOK - CC	WINTER PARK DISCOVERY AD	60.00
04/11/2026	FACEBOOK - CC	WINTER PARK DICOVERY AD	46.00
04/11/2026	FACEBOOK - CC	WINTER PARK DISCOVERY AD	46.00
04/11/2026	FACEBOOK - CC	WINTER PARK DISCOVERY AD	46.00
04/11/2026	FACEBOOK - CC	WINTER PARK DISCOVERY AD	9.32
04/11/2026	FACEBOOK - CC	WINTER PARK DISCOVERY AND TOTS AND TIRES AD	46.00
04/11/2026	FACEBOOK - CC	WINTER DISCOVERY AD	46.00
			299.32

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
		2026 INTERNATIONAL CITY MANAGMENT ASSOCIATION	
04/11/2026	FAIRMONT BREAKERS LONG BEACH - CC	CONFERENCE - FOR DEVIN MASSOPUST HOTEL	3,197.72
04/11/2026	FIRSTNET / AT&T - CC	PUBLIC SAFETY PHONE BILL FEBRUARY 2026	3,157.02
04/11/2026	FIRSTNET / AT&T - CC	CELLULAR SERVICE	3,436.38
			6,593.40
04/11/2026	FULL SLATE - CC	2026 APRIL APPOINTMENT SCHEDULER SUBSCRIPTIONS	49.95
04/11/2026	GALLS-cc	BADGES FOR PSO	2,112.70
04/11/2026	GIFTOGRAM - CC	MARCH 2026 ANNIVERSARIES	100.00
04/11/2026	GLOBAL INDUSTRIAL - CC	MAILBOXES	35.58
04/11/2026	GLOBAL INDUSTRIAL - CC	MAILBOXES	424.90
			460.48
04/11/2026	GOLF GALAXY - CC	GOLF GRIP	0.98
04/11/2026	GOLF GALAXY - CC	GOLF GRIP	11.99
			12.97
04/11/2026	GOTO TECHNOLOGIES USA, INC. - CC	LOGMEIN LICENSING	1,999.99
04/11/2026	GRAFIX SHOPPE-cc	DOOR DECALS SHOP STOCK	508.15
04/11/2026	GRAFIX SHOPPE-cc	#2510 GRAPHICS	470.00
			978.15
04/11/2026	Grainger-cc	WHEELS FOR WING RACKS	927.15
04/11/2026	Grainger-cc	C BATTERIES	10.06
			937.21
04/11/2026	GREATLAND YEARLI - CC	FEDERAL FORM 941 FILING 1ST QTR 2026	5.49
04/11/2026	HACH COMPANY-cc	TESTING MATERIAL	263.35
04/11/2026	HACH COMPANY-cc	TESTING MATERIAL	2,034.90
			2,298.25
04/11/2026	HANNAY'S MARINE - CC	TOW HARNESS FOR BOAT 481	39.99
04/11/2026	HARBOR FREIGHT TOOLS-cc	FOAM SPRAYER TO CLEAN SHOP FLOOR	43.98
04/11/2026	HARBOR FREIGHT TOOLS-cc	ALUMINUM WIRE BRUSH FOR WELDER TO FIX SOCCER GOALS	38.97
04/11/2026	HARBOR FREIGHT TOOLS-cc	PAINT SPRAYER	5.69
04/11/2026	HARBOR FREIGHT TOOLS-cc	PAINT SPRAYER	69.99
			158.63
04/11/2026	HARRAHS CC	SPORTS ETA CONFERENCE HOTAL DEPOSIT 4/20-4/24/26	225.63
04/11/2026	HERO LINK - CC	CRITICAL INCIDENT RESPONDER BRACELET	1,725.00
04/11/2026	HILTON HOTELS-cc	HOTEL ROOM FOR T. LAMOTTEE MANKATO FIRE SCHOOL	251.56
04/11/2026	HOME DEPOT - CC	DRILL BITS & ELECTRICAL CABINET REPAIR	157.98
04/11/2026	HOME DEPOT - CC	NEW KNIVES FOR WOOD PLANER FOR NBCC BRIDGE	127.94
04/11/2026	HOME DEPOT - CC	NBCC TOILET PLUNGER PUBLIC SAFETY SCOURING STICK	5.94
04/11/2026	HOME DEPOT - CC	NBCC TOILET PLUNGER PUBLIC SAFETY SCOURING STICK	15.98
04/11/2026	HOME DEPOT - CC	NBCC PAINT SUPPLIES	67.60
04/11/2026	HOME DEPOT - CC	CLEANING SUPPLIES FOR WELL 6	35.08
04/11/2026	HOME DEPOT - CC	REPLACING STEP LADDER	99.00
			509.52
04/11/2026	HORNUNG'S GOLF PRODUCTS - CC	BALL RETRIVERS/DIVOT TOOLS RANGE BASKETS	(21.28)
04/11/2026	HORNUNG'S GOLF PRODUCTS - CC	BALL RETRIVERS/DIVOT TOOLS RANGE BASKETS	330.80
04/11/2026	HORNUNG'S GOLF PRODUCTS - CC	BALL RETRIVERS/DIVOT TOOLS RANGE BASKETS	156.60
			466.12
04/11/2026	HULU - CC	TV SERVICE FOR PSC	113.77
04/11/2026	IMPERIALDADE - CC	PAPER TOWELS FOR FREEDOM	84.32
04/11/2026	IMPERIALDADE - CC	PAPER TOWEL FOR PUBLIC SAFETY	428.58
			512.90

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
04/11/2026	Innovative Office Solutions-cc	BATHROOM DISPENSER FOR HANSEN	180.00
04/11/2026	Innovative Office Solutions-cc	WHITEBOARD FOR GOLF COURSE	(9.61)
04/11/2026	Innovative Office Solutions-cc	WHITEBOARD FOR GOLF COURSE	149.35
04/11/2026	Innovative Office Solutions-cc	SHELTER SUPPLIES WET WIPES	246.52
04/11/2026	Innovative Office Solutions-cc	PENS, PLATES	62.96
04/11/2026	Innovative Office Solutions-cc	CUPS	103.74
04/11/2026	Innovative Office Solutions-cc	XL GLOVES FOR CLEANERS	21.23
04/11/2026	Innovative Office Solutions-cc	BATHROOM TOILET/TOWEL PAPER AND HAND SOAP	725.40
04/11/2026	Innovative Office Solutions-cc	BUFFER PADS	12.16
04/11/2026	Innovative Office Solutions-cc	BATHROOM TOILET/TOWEL PAPER	760.62
04/11/2026	Innovative Office Solutions-cc	HAND SANITIZER	196.52
04/11/2026	Innovative Office Solutions-cc	BATHROOM HAND SOAP	135.28
04/11/2026	Innovative Office Solutions-cc	9V BATTERIES, 6PK FOR CITY HALL	19.73
04/11/2026	Innovative Office Solutions-cc	COMBBIND 1/2" SPINES FOR DCAD FOR REPORT BOOKS	25.63
04/11/2026	Innovative Office Solutions-cc	4X6, 5 PK, POST IT NOTES, 3 PER PKG	53.25
04/11/2026	Innovative Office Solutions-cc	PUBLIC SAFETY CLEANING SUPPLIES	82.48
04/11/2026	Innovative Office Solutions-cc	MAINTENCE SHOP SUPPLIES	302.10
04/11/2026	Innovative Office Solutions-cc	NBCC URINAL MATS	90.00
04/11/2026	Innovative Office Solutions-cc	MAINTENACE SHOP SOAP	67.64
04/11/2026	Innovative Office Solutions-cc	CITY HALL CLEANING SUPPLIES	123.28
04/11/2026	Innovative Office Solutions-cc	CITY HALL TOILET PAPER	58.79
04/11/2026	Innovative Office Solutions-cc	MAINTENACE SHOP ROLL TOWELS	117.36
04/11/2026	Innovative Office Solutions-cc	NBCC CLEANING PRODUCTS	129.11
04/11/2026	Innovative Office Solutions-cc	HANSEN PARK DISPENSERS	120.00
04/11/2026	Innovative Office Solutions-cc	GENERAL OFFICE SUPPLIES - PENS, COFFEE SUPPLIES, BATTERIES	76.89
04/11/2026	Innovative Office Solutions-cc	GENERAL OFFICE SUPPLIES - PENS, COFFEE SUPPLIES, BATTERIES	14.65
			3,865.08
04/11/2026	JEFF BELZER'S - CC	#1506 NOZZLE & HOSE	111.93
04/11/2026	JOHNSON FIT WELL - CC	NBCC FITNESS CENTER WEIGHTS	77.22
04/11/2026	KEEPER GOALS - CC	NEW BASKETBALL RIMS TO REPLACE BROKEN ONES AT TOTEM	250.00
04/11/2026	KLINE AUTOWORLD - CC	#2507 NEW KEY	22.14
04/11/2026	KLINE AUTOWORLD - CC	#2507 NEW KEY	414.37
			436.51
04/11/2026	L & S SERVICE SOLUTION - CC	NBCC CLEAN CONTRACT	5,995.00
04/11/2026	LIFE RAFT AND SURVIVAL EQUIPMENT, INC - CC	NON-FLEET CAPITAL REPLACEMENT ICE RESCUE SUITS	6,050.00
04/11/2026	LITTLE CAESARS - CC	PARENTS NIGHT OUT PIZZA	27.72
04/11/2026	Loffler Companies, Inc-cc	MARCH 2026 COPIER CHARGES P+R	240.36
04/11/2026	MacQueen Equipment-cc	#1703 BATTERY SWITCH	99.88
04/11/2026	MADDEN'S ON GULL LAKE - CC	MCMA ANNUAL SPRING CONFERENCE 2026 - MASSOPUST	408.06
04/11/2026	MARIE RIDGEWAY & ASSOC - CC	THERAPY RETAINER AND 3 SESSIONS	1,110.00
04/11/2026	Menards-cc	METAL RAKES FOR LAWN REPAIR	39.98
04/11/2026	Menards-cc	WATER METER & TRANSMITTER PARTS	41.78
04/11/2026	Menards-cc	PVC PIPING & COUPLER	42.36
04/11/2026	Menards-cc	COLD PATCH	735.36
04/11/2026	Menards-cc	MAILBOXES	26.67
04/11/2026	Menards-cc	CLEANING SUPPLIES FOR CITY HALL	68.57
04/11/2026	Menards-cc	PAINT & SUPPLIES TO PAINT & REPAIR SOCCER GOALS	125.71
04/11/2026	Menards-cc	PAINT & SUPPLIES TO PAINT & REPAIR SOCCER GOALS	10.22
04/11/2026	Menards-cc	SHOP SUPPLIES; WINDOW WASH, HAMMER	113.79
04/11/2026	Menards-cc	GLUE, CLEANER, AND OTHER MAINTENANCE SUPPLIES	38.05
04/11/2026	Menards-cc	FUSE FOR BASKETBALL HOOP	11.67
04/11/2026	Menards-cc	WOOD POSTS FOR MAILBOXES	52.78
04/11/2026	Menards-cc	CONCRETE SONO TUBES	97.90

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
04/11/2026	Menards-cc	CONCRETE SONO TUBES	7.95
04/11/2026	Menards-cc	WOOD STAKES	53.88
			1,466.67
04/11/2026	MERMAID LANES & EVENT CENTER - CC	ADAPTIVE BOWLING BANQUET	359.63
04/11/2026	METRO PRODUCTS INC-cc	HARDWARE FOR BRIDGE AT NBCC	29.97
04/11/2026	METROPOLITAN COUNCIL ENVIRO - CC	PARTIAL PAYMENT FOR MAY WASTE WATER SERVICES	19,999.00
04/11/2026	MIDWAY FORD - CC	#1612 BATTERY/ #1713 WHEEL	388.25
04/11/2026	MIDWAY FORD - CC	#2109 SEAL	20.35
04/11/2026	MIDWAY FORD - CC	#1612 BATTERY CORE RETURN (931641)	(18.00)
			390.60
04/11/2026	MIDWAY USA - CC	COMPETITION TARGETS FOR POLICE EXPLORERS SHOOTING COMPETITION	3.52
04/11/2026	MIDWAY USA - CC	COMPETITION TARGETS FOR POLICE EXPLORERS SHOOTING COMPETITION	41.99
			45.51
04/11/2026	MINNCOR - CC	2026 JANUARY DUPLICATE TITLE STOCK 3 PACKAGES	105.00
04/11/2026	MINNEAPOLIS COMMERICAL MOWER & WELDING - C	NEW BACKPACK BLOWER FOR TREE REMOVAL	930.43
04/11/2026	MINNEAPOLIS FINANCE DEPT - CC	FIXED WATER CHARGE- FEBRUARY 2026	5,413.80
04/11/2026	MINNEAPOLIS FINANCE DEPT - CC	FIXED WATER CHARGE- MARCH	5,413.80
			10,827.60
04/11/2026	MN BOARD FIREFIGHTER TRAINING - CC	FIREFIGHTER LICENSE RENEWAL FOR N, ANDERSON, A. VIK, B. EMERSON	225.00
04/11/2026	MN COUNTY ATTORNEYS ASSOC - CC	2026 IMPAIRED DRIVING TRAINING J. SUPER	110.00
04/11/2026	MN LAW ENFORCEMENT EXPLORER - CC	2026 EXPLORER CONFERENCE - ADVISORS (3) EXPLORERS (8)	5,176.00
04/11/2026	MN LAW ENFORCEMENT EXPLORER - CC	2026 EXPLORER CONFERENCE - ADVISORS (3) EXPLORERS (8)	1,791.00
			6,967.00
04/11/2026	MN POST BOARD - CC	2026 LICENSE RENEWAL FEES	630.00
04/11/2026	MN STATE FIRE CHIEF ASSOC - CC	KITCHEN FIRE SAFETY DEMO TRAILER FOR SAFETY FAIR	75.00
04/11/2026	MN STATE FIRE CHIEF ASSOC - CC	FIRE KITCHEN DEMO TRAILER FOR FIRE OPEN HOUSE	75.00
			150.00
04/11/2026	MNIAAI - CC	J. BERGER MNIAAI CONFERENCE REGISTRAION	325.00
04/11/2026	MOTOROLA SOLUTIONS INC - CC	RADIO REPLACEMENTS	1,597.50
04/11/2026	MOTOROLA SOLUTIONS INC - CC	RADIO REPLACEMENTS	3,465.50
			5,063.00
04/11/2026	MOUNDS VIEW PUBLIC SCHOOL-cc	SWIM LESSON FACILITY FEES	157.75
04/11/2026	MOUNDS VIEW PUBLIC SCHOOL-cc	SWIM LESSON FACILITY FEES	210.00
04/11/2026	MOUNDS VIEW PUBLIC SCHOOL-cc	VOLLEYBALL LEAGUE FACILITY FEES	1,014.00
04/11/2026	MOUNDS VIEW PUBLIC SCHOOL-cc	SWIM LESSON FACILITY FEE	152.75
04/11/2026	MOUNDS VIEW PUBLIC SCHOOL-cc	VOLLEYBALL LEAGUE FACILITY FEES	594.50
04/11/2026	MOUNDS VIEW PUBLIC SCHOOL-cc	YOUTH SPORTS FACILITY FEES	140.00
04/11/2026	MOUNDS VIEW PUBLIC SCHOOL-cc	GYMNASTICS GYM FEE	2,120.00
04/11/2026	MOUNDS VIEW PUBLIC SCHOOL-cc	GYMNASTICS GYM FEE	1,390.00
			5,779.00
04/11/2026	MTI-cc	DIVOT MATE FOR TREE BOXES	344.20
04/11/2026	NAPA AUTO PARTS - CC	#048 1/2" HOSE	16.00
04/11/2026	NASM - CC	NORA GROUP FITNESS CERT	299.00
04/11/2026	NATIONAL ASSOCIATION OF GOVERNMENT COMMUI	ACCESIBILITY WEBINAR NAGC - ZK	49.00
04/11/2026	NORDEAST COFFEE COMPANY, INC - CC	COFFEE FOR PUBLIC SAFETY MARCH 2026	484.55
04/11/2026	NORDEAST COFFEE COMPANY, INC - CC	NBCC COFFEE SUPPLIES	402.30
			886.85

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
04/11/2026	NORM'S TIRE SALES -CC	#1302 TIRE	215.00
04/11/2026	NORM'S TIRE SALES -CC	#1811 TIRES	598.40
04/11/2026	NORM'S TIRE SALES -CC	#1811 LUG NUT SOCKET	20.00
			833.40
04/11/2026	NORTHERN TOOL EQUIPMENT-cc	AIR FILTER & CARB CLEANER PARKS	20.88
04/11/2026	NORTHERN TOOL EQUIPMENT-cc	TOOLS SHOP	47.95
04/11/2026	NORTHERN TOOL EQUIPMENT-cc	AIR FILTER RETURNED	(14.24)
			54.59
04/11/2026	OFFICE DEPOT-cc	SIGNS FOR PARK DISCOVERY	5.68
04/11/2026	OFFICE DEPOT-cc	SIGNS FOR PARK DISCOVERY	63.98
			69.66
04/11/2026	ON SITE COMPANIES-OSSTC - CC	PORTA POTTIES	20.86
04/11/2026	ON SITE COMPANIES-OSSTC - CC	PORTA POTTIES	354.58
04/11/2026	ON SITE COMPANIES-OSSTC - CC	PORTA POTTIES	67.79
			443.23
04/11/2026	Orkin -cc	MARCH PEST CONTROL BRIGHTWOOD HILLS	115.52
04/11/2026	Orkin -cc	APRIL PEST CONTROL BRIGHTWOOD HILLS	115.52
			231.04
04/11/2026	PIONEER ATHLETICS - CC	FEILD SUPPLIES BASES, RAKES, FENCES, MOUNDS	1,713.23
04/11/2026	PIONEER ATHLETICS - CC	FEILD SUPPLIES BASES, RAKES, FENCES, MOUNDS	777.00
04/11/2026	PIONEER ATHLETICS - CC	FEILD SUPPLIES BASES, RAKES, FENCES, MOUNDS	357.00
04/11/2026	PIONEER ATHLETICS - CC	FEILD SUPPLIES BASES, RAKES, FENCES, MOUNDS	253.78
			3,101.01
04/11/2026	PIONEER PRESS-CC	PIONEER PRESS AD GOLF GUIDE LINER	175.00
04/11/2026	PLAISTED COMPANIES INC - CC	DIRT FOR GOLF COURSE	1,378.62
04/11/2026	PLASTICS INTERNATIONAL - CC	PLATES FOR BRIDGE AT NBCC	70.96
04/11/2026	PRECISE - CC	PRECISE SUBSCRIPTION- FLEET MANAGEMENT	240.00
04/11/2026	PRECISION DRIVING CENTER - CC	M. WINTERLIN, M. SUTTER EVOC/PIT TRAINING	1,310.00
04/11/2026	RAMSEY COUNTY - CC	HAZMAT LICENSE RENEWAL	102.00
04/11/2026	RAMSEY COUNTY ENVIRONMENTAL - CC	HAZARDOUS WASTE GENERATOR LICENSE RENEWALL MAY 1ST 2026-APRIL 30TH 2027	462.44
04/11/2026	RAPIDS RESTAURANT EQUIPMENT -CC	MICROWAVE FOR HANSEN	34.76
04/11/2026	RAPIDS RESTAURANT EQUIPMENT -CC	MICROWAVE FOR HANSEN	352.00
			386.76
04/11/2026	RECYCLE TECHNOLOGIES - CC	MATTRESS LEFT ON SIDE OF ROAD	46.58
04/11/2026	RED WING SHOES - CC	CLOTHING 2026- DEREK	299.29
04/11/2026	REFLECT WINDOW & DOOR - CC	WINDOW HARDWARE REPLCEMENT PARTS	577.47
04/11/2026	REPUBLIC SERVICES - CC	REPUBLIC SERVICES MARCH 2026	31,452.55
04/11/2026	REPUBLIC SERVICES - CC	SPOIL PILES DISPOSAL FROM WATER BREAKS	5,236.39
04/11/2026	RON TURLEY ASSOCIATES, LLC. - CC	RTA UPGRADE TO PLATINUM	605.22
04/11/2026	SCHINDLER ELEVATOR CORP - CC	NBCC ELEVATOR PREVENTITIVE MAINTENACE	587.65
04/11/2026	SCOUTING AMERICA - CC	RENEWAL ADVISOR REGISTRATION FOR J. SUPER, J. THOMAS FOR EXPLORERS	103.00
04/11/2026	SHARROW LIFTING PRODUCTS-cc	REPAIR & INSPECT CHOKER FOR TREE REMOVAL	124.90
04/11/2026	SPORTS FACILITIES GROUP, INC - CC	VOLLEYBALL NET/ANTENNAS	508.44
04/11/2026	SPORTS IMPORTS - CC	VOLLEYBALL NET/ANTENNAS	954.99
04/11/2026	STAPLE WASP PRODUCTS-CC	REPAIR STAPLE GUN	344.50
04/11/2026	Stepp Mfg.-cc	PARTS FOR PATCHER	67.45
04/11/2026	STORM TRAINING GROUP - CC	SCENARIO BASED TRANING A. SEMANKO	699.00
04/11/2026	STREICHER'S-cc	VEST NAME TAGS AND ID PATCH B. DEDOMINCES	38.97
04/11/2026	STREICHER'S-cc	B. EMERSON PISTOL MOUNT, HANDCUFF MOUNT, SOCKS	137.00
04/11/2026	STREICHER'S-cc	B. EMERSON VEST NAME TAG, S. BONCZEK VEST	1,993.00

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
04/11/2026	STREICHER'S-cc	B. EMERSON VEST NAME TAG, S. BONCZEK VEST	11.99
04/11/2026	STREICHER'S-cc	B. COOK VEST, NAME TAGS, S. BONCZEK NAME TAG	38.97
04/11/2026	STREICHER'S-cc	B. COOK VEST, NAME TAGS, S. BONCZEK NAME TAG	26.98
04/11/2026	STREICHER'S-cc	B. COOK VEST, NAME TAGS, S. BONCZEK NAME TAG	1,993.00
			4,239.91
04/11/2026	SUPERIOR SAND AND GRAVEL - CC	CONCRETE THAT GOT DUMPED IN HANSEN PARK	70.00
04/11/2026	TACTICAL ACTION GROUP, LLC - CC	MISSION PLANNING TRAINING M. FARMER, A. SONTERRE	700.00
04/11/2026	TARGET-cc	BUNK ROOM SUPPLIES TO ALLOW 24HR SUSTAINMENT	223.00
04/11/2026	TARGET-cc	SCHOOL RELEASE SUPPLIES (TIP)	7.26
04/11/2026	TARGET-cc	SCHOOL RELEASE SUPPLIES	48.00
			278.26
04/11/2026	TESSMAN COMPANY-cc	HYDRO MALCH/ SEED	1,967.80
04/11/2026	TESSMAN COMPANY-cc	HYDRO MULCH/ SEED	2,080.00
04/11/2026	TESSMAN COMPANY-cc	FERTILIZER FOR FIELDS	1,549.60
			5,597.40
04/11/2026	TEXT-EM-ALL - CC	TEXT- EM- ALL SUBSCRIPTION MASS COMM TOOL TO NOTIFY MAINT STAFF FOR EARLY WINTER MAINT EVENTS	19.00
04/11/2026	THE HOME DEPOT-cc	CLOCK FOR DCAD	2.01
04/11/2026	THE HOME DEPOT-cc	CLOCK FOR DCAD	24.03
			26.04
04/11/2026	THE RETROFIT COMPANIES - CC	OLD FITNESS CENTER TV DISPOSAL	80.00
04/11/2026	THOMSON REUTERS- WEST-CC	CLEAR ONLINE SOFTWARE SUBSCRIPTION CHARGES APRIL 2026	420.65
04/11/2026	THRYV - CC	PRINT CHARGES ADVERTISING	18.75
04/11/2026	THRYV - CC	PRINT CHARGES	18.75
04/11/2026	THRYV - CC	APRIL DIGITAL MARKETING BRIGHTWOOD HILLS	109.00
			146.50
04/11/2026	TRI-STATE BOBCAT - CC	#1913 BYPASS VALVE	102.29
04/11/2026	TRI-STATE BOBCAT - CC	MOWER BLADES SHOP	457.09
04/11/2026	TRI-STATE BOBCAT - CC	#2603 BOOM BY PW	3,128.14
04/11/2026	TRI-STATE BOBCAT - CC	#2604 TAILGATE CABLES	45.54
04/11/2026	TRI-STATE BOBCAT - CC	TOOL CAT CUTTING EDGE	149.87
			3,882.93
04/11/2026	ULINE-CC	2026 LB PLATE INVENTORY PLATFORM CART/ CITY HALL STOCK PLATFORM CART	406.49
04/11/2026	ULINE-CC	2026 LB PLATE INVENTORY PLATFORM CART/ CITY HALL STOCK PLATFORM CART	356.49
04/11/2026	ULINE-CC	SHOWER CURTAINS FOR LOCKERROOMS	206.68
04/11/2026	ULINE-CC	WIPES FOR GUN CLEAN ROOM	121.38
			1,091.04
04/11/2026	VEIMAN TREE SERVICE - CC	TREE REMOVAL "WINDSOR / HANSEN PARK"	1,295.00
04/11/2026	VENTURE TACTICAL - CC	AIR PURIFYING RESPIRATOR FOR Z. BEDDOW-MRT	835.90
04/11/2026	Verizon-cc	CELLULAR SERVICE	120.03
04/11/2026	VIKING ELECTRIC-cc	PINS FOR LIGHTS AT NBCC	120.28
04/11/2026	WALMART.COM - CC	COMMUNITY LUNCH SUPPLIES	93.95
04/11/2026	WALMART.COM - CC	COMMUNITY LUNCH SUPPLIES	18.40
04/11/2026	WALMART.COM - CC	TOILET CLEANERS/POP/CANDY/TAX	2.98
04/11/2026	WALMART.COM - CC	TOILET CLEANERS/POP/CANDY/TAX	36.72
04/11/2026	WALMART.COM - CC	TOILET CLEANERS/POP/CANDY/TAX	28.79
04/11/2026	WALMART.COM - CC	SUPPLIES FOR PARK DISCOVERY	62.90
			243.74

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
04/11/2026	Warning Lites of Minnesota-cc	NEW A-FRAME BARRICADES	499.36
04/11/2026	WORLD TRADE CENTER PARKING RAMP - CC	PARKING FOR SECB EXECUTIVE DIRECTOR INTERVIEWS	11.26
04/11/2026	WRISTBAND RESOURCES - CC	DAILY WRISTBANDS FOR NBCC	4,510.00
04/11/2026	YAMAHA GOLF & UTILITY - CC	CART DELVERY	129.06
04/11/2026	ZIMMER LAW - CC	LEGAL CONSULTANT - FOR CM	200.00
04/11/2026	ZOOM - CC	ZOOM SUBSCRIPTIONS	1,439.10
04/11/2026	ZORO TOOLS INC-cc	REPLACEMENT 1" FORESTRY HOSE FOR G496	115.19
04/11/2026	ZORO TOOLS INC-cc	NBCC GYM WIPES	1,030.09
04/11/2026	ZORO TOOLS INC-cc	NBCC SPOONS AND GYM WIPES	285.01
04/11/2026	ZORO TOOLS INC-cc	NBCC KITCHEN SINK SOAP	82.69
04/11/2026	ZORO TOOLS INC-cc	NBCC URINAL CAKES	55.85
04/11/2026	ZORO TOOLS INC-cc	MAINTENANCE SHOP MOP HEADS	68.53
			1,637.36
04/24/2026	A DYNAMIC DOOR CO., INC.	GOLF COURSE GARAGE DOOR OPENER REPLACEMENT	1,291.88
04/24/2026	ANCHOR SOLAR INVESTMENTS, LLC	SOLAR POWER PAYMENT - MAY	1,674.27
04/24/2026	ANCHOR SOLAR INVESTMENTS, LLC	SOLAR POWER PAYMENT - MAY	412.22
04/24/2026	ANCHOR SOLAR INVESTMENTS, LLC	SOLAR POWER PAYMENT - MAY	412.22
04/24/2026	ANCHOR SOLAR INVESTMENTS, LLC	SOLAR POWER PAYMENT - MAY	343.40
04/24/2026	ANCHOR SOLAR INVESTMENTS, LLC	SOLAR POWER PAYMENT - MAY	1,271.30
			4,113.41
04/24/2026	BARR ENGINEERING COMPANY	PROFESSIONAL SERVICES FROM FEBRUARY 21, 2026 TO MARCH 20, 2026	14,020.59
04/24/2026	BARR ENGINEERING COMPANY	WHP WORK IAW MDH GRANT	1,983.50
			16,004.09
04/24/2026	BERGERSON-CASWELL, INC.	WELL # 5 RECONDITION	37,334.00
04/24/2026	BETTER HEALTH COLLECTIVE	OFF-PLAN EMPLOYEES UTILIZING WELLRIGHT PORTAL	191.40
04/24/2026	BEYOND FEEDBACK LLC	EMPLOYEE ENGAGEMENT SURVEY	3,890.00
04/24/2026	BS & A SOFTWARE	BS&A INTEGRATED PAYMENTS ABSORBED FEES 2026 MARCH	1,444.71
04/24/2026	BS & A SOFTWARE	BS&A INTEGRATED PAYMENTS ABSORBED FEES 2026 MARCH	183.52
04/24/2026	BS & A SOFTWARE	BS&A INTEGRATED PAYMENTS ABSORBED FEES 2026 MARCH	3,670.42
04/24/2026	BS & A SOFTWARE	BS&A INTEGRATED PAYMENTS ABSORBED FEES 2026 MARCH	3,670.42
04/24/2026	BS & A SOFTWARE	BS&A INTEGRATED PAYMENTS ABSORBED FEES 2026 MARCH	1,835.21
			10,804.28
04/24/2026	CAPITOL BEVERAGE SALES	BEER FOR RESALE AT THE GOLF COURSE	204.80
04/24/2026	CAPITOL BEVERAGE SALES	BEER/SELTZER FOR RESALE AT THE GOLF COURSE	258.00
04/24/2026	CAPITOL BEVERAGE SALES	BEER FOR RESALE AT GOLF COURSE	(284.60)
			178.20
04/24/2026	CIVICPLUS, LLC	2026 CIVICREC ANNUAL SUBSCRIPTION FEE	648.06
04/24/2026	CIVICPLUS, LLC	2026 CIVICREC ANNUAL SUBSCRIPTION FEE	8,100.77
04/24/2026	CIVICPLUS, LLC	2026 CIVICREC ANNUAL SUBSCRIPTION FEE	19,441.84
04/24/2026	CIVICPLUS, LLC	2026 CIVICREC ANNUAL SUBSCRIPTION FEE	4,212.40
			32,403.07
04/24/2026	FERGUSON ENTERPRISES, LLC	VALVE BOX PARTS	1,587.69
04/24/2026	FERGUSON ENTERPRISES, LLC	HYDRANT BAGS	45.75
			1,633.44
04/24/2026	FOREST LAKE CONTRACTING, INC	LIGHT REPLACEMENT; CLAIM 483348	12,121.36
04/24/2026	GEMINI GROUP CONSULTING, LLC	2025 CCR ANNUAL WATER QUALITY REPORT FOR WATER TESTING	7,680.80
04/24/2026	GREAT NORTHERN ENVIRONMENTAL, LLC	TRAIN #1 AOP STARTUP	8,560.00
04/24/2026	HOSE PROS LLC	NEW FILL HOSE FOR JETTER	238.20
04/24/2026	I-STATE TRUCK CENTER	#1609 RADIATOR	1,021.17
04/24/2026	IN CONTROL, INC	CONTROL SECURE SERVICE PLAN	2,863.25

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
04/24/2026	LOVDAHL PITCHING ACADEMY	PMT FOR SPORTS LESSONS WINTER SESSION 2	1,236.00
04/24/2026	LUCKOW, DAVIN	INTERNET REIMBURSEMENT 03/23-04/22/26	97.14
04/24/2026	MANSFIELD OIL COMPANY OF GAINSVILLE	UNLEADED 1,004 GALLONS	2,302.42
04/24/2026	MANSFIELD OIL COMPANY OF GAINSVILLE	UNLEADED 805 GALLONS	1,846.09
			4,148.51
04/24/2026	MC TOOL & SAFETY SALES	PAINT WAND	61.32
04/24/2026	METROPOLITAN COUNCIL	PERMIT FEE FOR METROPOLITAN COUNCIL	500.00
04/24/2026	METROPOLITAN COUNCIL	PERMIT FEE WTP #1	1,400.00
			1,900.00
04/24/2026	MINNESOTA PLAYGROUND INC.	TRASH CANS FOR PARKS	11,475.00
04/24/2026	MTI DISTRIBUTING, INC.	NEW GREENSMASTER FLEX 1020 (2612)	16,708.89
04/24/2026	NORTH SUBURBAN ACCESS CORPORATION	2026-MARCH MONTHLY MUNICIPAL MEETING AV SERVICES: CITY OF NEW BRIGHTON	1,852.68
04/24/2026	PMA ASSET MANAGEMENT, LLC	MARCH ACCOUNT MANAGEMENT FEE	3,395.52
04/24/2026	STREET FLEET	2026 LB REPORT COURIER APRIL 2026 (04/01/2026)	28.16
04/24/2026	STREET FLEET	2026 LB REPORT COURIER APRIL 2026 (04/08/2026)	28.16
			56.32
04/24/2026	VEIMAN TREE SERVICE INC	3RD STREET AND 23RD AVE TREE HANSEN PARK TREES	770.00
04/24/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	3.97
04/24/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	71.75
04/24/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	80.93
04/24/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	76.37
04/24/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	29.75
			262.77
04/24/2026	WSB & ASSOCIATES INC	HANSEN WEST REDVELOPMENT PROFESSIONAL SERVICES FROM MARCH 1-31, 2026	15,849.74
05/01/2026	ARAMARK REFRESHMENT SERVICES	COFFEE SUPPLIES	503.58
05/01/2026	ARCS AND SPARKS LLC	STRUCTURAL REPAIRS ON NBCC BRIDGE	3,910.00
05/01/2026	CHET'S SHOES LLC	FIRST PAIR OF WORK BOOTS 2026 ANDREW BENSON, MICHAEL WILDUNG	510.00
05/01/2026	DAIKIN APPLIED	CITY HALL QUARTERLY BILLING INSPECTION ONLY 4/1/2026-6/30/2026	2,142.00
05/01/2026	GECK, DUEA & OLSON, PLLC	PROSECUTION CONTRACT; GDO FILE NO: R	7,665.00
05/01/2026	GOZOLA, BENJAMIN	HOTEL, LIFT, PARKING AND MEALS FOR APA NATIONAL CONFERENCE REIMBURSEMENT 4/24-4/28	714.12
05/01/2026	GUARDIAN FLEET SAFETY, LLC	2026 FORD PIU BUILD #2611; CLAIM LMCIT CA488533	16,095.77
05/01/2026	I-STATE TRUCK CENTER	#1609 RADIATOR	944.77
05/01/2026	KIMLEY-HORN & ASSOCIATES, INC	CP26-1 ENGINEERING SERVICES; STREET REHAB 2026	48,674.76
05/01/2026	LOFFLER COMPANIES, INC	CONTRACT OVERAGE CHARGE FOR THE 04/09/2026 TO 4/14/26 OVERAGE PERIOD	25.25
05/01/2026	LOFFLER COMPANIES, INC	CONTRACT OVERAGE CHARGE FOR THE 3/1/26 TO 3/31/26 OVERAGE PERIOD	234.08
			259.33
05/01/2026	MACQUEEN EQUIPMENT INC.	HYDRO TEST SCBA TANKS	4,422.00
05/01/2026	MC TOOL & SAFETY SALES	UTILITY FLAGS	159.84
05/01/2026	MC TOOL & SAFETY SALES	UTILITY FLAGS	159.84
			319.68
05/01/2026	METROPOLITAN COUNCIL	MAY WASTE WATER SERVICES	180,430.35
05/01/2026	MINUTE MAKER SECRETARIAL	EDC MTG MINS; PREC MEETING MINS; CITY COUNCIL WORKSESSION MEETING MINS	617.00
05/01/2026	MOBILE PRO SYSTEMS	REPLACEMENT CAMERA TRAILER #1	47,220.00
05/01/2026	NCPERS GROUP LIFE INS	PERA LIFE INS FOR MAY	224.00
05/01/2026	NORTHLAND SECURITIES, INC	UTILITY RATE STUDY - MARCH	500.00
05/01/2026	NORTHLAND SECURITIES, INC	UTILITY RATE STUDY - MARCH	500.00

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
05/01/2026	NORTHLAND SECURITIES, INC	UTILITY RATE STUDY - MARCH	500.00
			1,500.00
05/01/2026	POSTMASTER, ST PAUL	SPRING 2026 NEWSLETTER POSTAGE	4,200.00
05/01/2026	RAMSEY COUNTY EMCOM	RAMSEY COUNTY FLEET SUPPORT MARCH 2026	586.56
05/01/2026	RAMSEY COUNTY EMCOM	RAMSEY COUNTY FLEET SUPPORT MARCH 2026	53.04
05/01/2026	RAMSEY COUNTY EMCOM	CAD SERVICES FOR MARCH 2026	1,614.42
05/01/2026	RAMSEY COUNTY EMCOM	911 DISPATCH SERVICES FOR MARCH 2026	10,744.33
			12,998.35
05/01/2026	READY WATT ELECTRIC	OUTDOOR WARNING SIREN REPLACEMENT INSTALLATION	16,960.00
05/01/2026	READY WATT ELECTRIC	ANNUAL OUTDOOR WARNING SIREN MAINTENANCE CONTRACT	9,525.00
			26,485.00
05/01/2026	TARRI LEVINE	MAH JONGG LESSON PAYMENT	640.00
05/01/2026	ZIEGLER INC	STUMP GRINDER RENTAL FOR STUMPS	4,007.50
04/22/2026	APACHE LOCK & KEY	CHANGE LOCKS FOR SUPPLY ROOMS	220.00
04/22/2026	BIDNEY, MEGAN	REFUND FOR OVERPAYMENT	5.00
04/22/2026	ELLIOT, MICHAEL	UB refund for account: 318014	57.17
04/22/2026	FINN, CONNOR	REFUND FOR OVERPAYMENT	17.00
04/22/2026	KURFESSA, AYU	SECURITY DEPOSIT REFUND	425.00
04/22/2026	M&G TRAILER SALES, SERVICE & RENTAL	NEW TRAILER FOR STREETS DEPT #2617	4,638.68
04/22/2026	MARVEL SEWER AND DRAIN, LLC	2026 GRANT AWARD PAYMENT PRIVATE I/I - JOHNSON	4,647.50
04/22/2026	MN METRO NORTH TOURISM BUREAU	MARCH LODGING TAX	9,187.93
04/22/2026	MN METRO NORTH TOURISM BUREAU	MARCH LODGING TAX	(459.40)
			8,728.53
04/22/2026	MOUNDS VIEW, CITY OF	UTILITY CHARGES CITY OF MOUNDS VIEW 2026 Q1	725.06
04/22/2026	MURRAY, ALLISON	SECURITY DEPOSIT REFUND OF REMAINING BALANCE AFTER PAYING OFF ROOM RENTAL RATE	256.15
04/22/2026	NGODUP, TENZIN	SECURITY DEPOSIT REFUND	300.00
04/22/2026	OFFICE OF MN IT SERVICES	LANGUAGE LINE SERVICES - MARCH 2026 CUSTOMER 200B00182	333.90
04/22/2026	OLD DUTCH FOODS, INC.	CHIPS FOR RESALE AT THE GOLF COURSE	31.20
04/22/2026	RAMSEY COUNTY PROPERTY TAX SERVICES	FINAL PROPERTY TAXES DUE AT LAKE JONES EASEMENT	532.00
04/22/2026	ROBINSON, KATRINA	SECURITY DEPOSIT REFUND	300.00
04/22/2026	VALLEY-RICH CO., INC.	WATER MAIN BREAK - 877 3RD ST SW	10,586.23
04/30/2026	CURTIS, CIERA	CANCELATION OF TOTEM POLE PARK REFUND	130.05
04/30/2026	FLEETPRIDE, INC	#895 BATTERY (X4)	448.48
04/30/2026	FLEETPRIDE, INC	#1002 SAFETY VALVE	40.33
04/30/2026	FLEETPRIDE, INC	HYDRAULIC FITTINGS SHOP	49.80
04/30/2026	FLEETPRIDE, INC	AIR FILTER SHOP	29.44
04/30/2026	FLEETPRIDE, INC	#1002 PRESSUR RELEASE VALVE	73.99
			642.04
04/30/2026	MINNESOTA SECRETARY OF STATE NOTARY	2026 NEW NOTARY COMISSION	120.00
04/30/2026	NEW BRIGHTON STOCKYARD DAYS	ANNUAL MEMBERSHIP DUES - JEFF JOHNSON	70.00
04/30/2026	OUVERSON SEWER AND WATER	GRANT DISTRIBUTION TO CONTRACTOR FOR I/I REPAIR - WEBSTER	3,725.00
04/30/2026	OUVERSON SEWER AND WATER	GRANT DISTRIBUTION TO CONTRACTOR FOR I/I REPAIR - SNYDER	4,325.00
			8,050.00
04/30/2026	PEARSON-PURDY, MARLYS	UB refund for account: 217901-01	117.51
04/30/2026	SMITH, CHRISTINE	SECURITY DEPOSIT REFUND FOR HANSEN PARK	300.00
04/30/2026	WAGNER, ALYSSA	SECURITY DEPOSIT REFUND - FREEDOM PARK	300.00

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
	TOTAL PAYMENTS		**$ 1,423,054.69**

Council Worksession
April 28, 2026
5:00 pm

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

Absent:

Staff in Attendance: Devin Massopust, Hue Schlieu

Guests in Attendance: Youth Community Connector Members: Gaby Jasiczek, Samira Abdulle, Amelia Jopp, and Amira Youssef

Youth Community Connectors Update

Massopust stated equitable community engagement has been a consistent value to New Brighton's leadership and elected officials over the years. Starting in 2023, Admin began exploring the feasibility of a youth group that could help the City extend its reach to pockets of our community that traditional methods thus far have been unsuccessful. There was collective understanding that doing community engagement in partnership with young people offered a number of direct and indirect benefits including, but not exclusive to, engaging more young people, engaging parents and grandparents (from youth buy-in), connecting with more diverse community groups (since they are diverse), and planting a seed for more young people to desire careers within local government (diverse workforce pipeline).

Schlieu explained inspired by neighboring cities' youth engagement efforts, the City of New Brighton envisioned a program that would meet our city's needs and capacity: Youth Community Connectors (YCC). The program was created to hire a cohort of young people each year to amplify New Brighton's programs and initiatives through focused outreach, provide a more relational pathway for community members to give feedback on events and services, and strategize more equitable and accessible ways to create and run programs in the future. The goals of the program were to foster multi-generational community participation, provide more representation for youth in the community and to incorporate diversity of thought into City initiatives and careers.

Schlieu reported in August of 2025, the inaugural cohort of Youth Community Connectors started their journey with a week-long orientation week. They met with several departments within the City, received tours, learned about the structure of local government, and practiced speaking and listening skills. Each month, YCC meets in-person as a group to learn about upcoming City initiatives and programs, receive City updates, and make plans on how to reach the community. They spend approximately three hours each month in the community, sharing events, talking to neighbors and friends, and working on YCC projects. It has been an incredible journey so far. YCC is looking forward to sharing with the Council what they've noticed and accomplished. They are grateful that Council supports their work and has decided to expand the program to 12 YCC members for the 2026-2027 YCC Cohort. Staff commented further on the program and noted there were several YCC

members in attendance to share their successes, barriers and what they have learned over the past year.

Abdulle, junior at Irondale High School, explained she liked learning about the City departments and how the government isn't one big thing, but little connections that make a difference.

Massopust reported the YCC's got to meet with the department directors in order to learn about each department.

Youssef, senior at Irondale High School, stated she enjoyed attending the pumpkin walk. She indicated she hosted a truck and got to meet families in the community.

Jopp, junior at Irondale High School, indicated she and Jako worked to increase attendance at City Council meetings. She noted she put together a video and partnered with the Ramsey _____ Team that addresses youth tobacco use. She discussed how she worked with Sophie Jung who served as the Student Commissioner on the Equity Commission spoke on this video as well.

Councilmember Allen asked for thoughts from the YCC's regarding Metro Transit. Schlieu explained the City was learning about some Metro Transit pieces in the Equity Commission and this information was shared with the young people. She indicated the YCC's were interested in creating a project in order to increase ridership in the community. However, given all of the other projects they were pursuing, this item has yet to be addressed.

Jopp stated this topic may be addressed next year and a potential video "Ride with YCC" could be created to show people how easy it was to use public transportation.

Youssef indicated people could also be invited along to Ride with YCC's to see firsthand how easy it was to use public transportation.

Mayor Niedfeldt-Thomas stated some people in the community may think it was not easy to use public transportation and noted it was okay to state this too.

Schlieu shared a video that was created by the YCC's with Nine North. She asked the YCC members in attendance to speak to what they liked about this project.

Abdulle stated she liked how this project focused on the emotional side of the community and not just the logistics.

Jopp explained she liked using her network to find people to participate in the video. She appreciated how people were stepping out of their comfort zone in order to talk to people that they didn't know at school. She believed it made the people who participated in the video feel warm and welcomed to know the City wanted to do a project like this.

Youssef commented she liked working on this project with her classmates and peers. She enjoyed learning that some of her friends knew other languages.

Councilmember Vint Frischman stated she appreciated the emotion with the video and noted this video spoke to the high level of diversity in the community. She commended the YCC's for a job well done. She questioned how staff will be using this video in the community. Schlieu indicated the goal was to share this video on social media and to get it in front of people who speak different languages so they know they belong here in New Brighton.

Mayor Niedfeldt-Thomas suggested links be shared in the school newsletters as well. She recommended the video be shared with the owners/operators of the multi-family buildings in the community as well.

Schlieu requested the YCC's speak further to their successes or barriers over the past year.

Youssef stated sometimes people don't want to be involved, but noted she has enjoyed reaching out to people who she thought would enjoy certain activities. She appreciated learning about all of the resources that were available to people in the community. She commented it has been nice coordinating with other teens in the schools who were involved in different groups.

Jopp reported the YCC's now have an Instagram account, which has made it easier for the group to spread information.

Abdulle indicated she has enjoyed working with contacts and inviting people to events.

Further discussion ensued regarding the events the YCC's invited people to attend.

Councilmember Steffenhagen asked if the YCC's were receiving positive feedback from friend groups.

Jopp explained she worked to cast a really wide net when it came to reaching people because maybe one of her friends won't really be interested, but a friend of a friend is.

Youssef discussed how her involvement in YCC has led to conversations with other students about this City program. She believed this program has made government less boring to students.

Jasiczek, senior at St. Anthony Village High School, stated framing this program as something that is a step into the adult world may be scary for people her age, but showing students there is a gateway makes students more open to be interested in things like government.

Schlieu commented on the engagement barriers she saw over the past year which included reaching out to community members outside of this age group, transportation to and from events, language barriers and lack of established representation at events, and the lack of government trust.

Jopp stated it was hard to reach out to people older than her because these were not people within her network.

Youssef indicated being at two different schools made it difficult to coordinate events at times as well when divvying up tasks.

Abdulle stated she believed transportation and language were the biggest barriers.

Youssef added that the events that occurred with ICE made it difficult to get some people out of their homes in recent months.

Jopp appreciated the fact there would be more YCC's next year to help carry the work load for the group.

Mayor Niedfeldt-Thomas thanked the YCC's for working through the time when ICE was in the community. She explained this was a challenging time for City leaders as well.

Schlieu asked the YCC's to speak to how they have grown over the past year.

Youssef stated her communication skills have grown internally and externally after learning how to work with eight different people.

Jopp commented she learned more about the individual strengths of each member in the group. She appreciated how well the group of YCC's worked together on projects.

Abdulle agreed there was good cooperation in the group.

Jasiczek appreciated the skills that she learned that would benefit her in future jobs. She believed it was empowering to learn the YCC's would have an impact on the community.

Youssef stated she learned that she talked a lot and she had to learn how to back up and listen to others.

Abdulle explained she also learned about time management.

Jopp discussed how communication amongst the group members was important as well.

Schlieu indicated these were amazing young people and she had to learn to be more structured while shifting time management and accountability to the young people. She how she would be working to find a management platform so she didn't have to communicate with the group only via text.

Mayor Niedfeldt-Thomas commented on how youth involvement has been important to the City Council and discussed how the Council had worked to get student representation on commissions. She appreciated how YCC program was allowing for additional engagement between the City and youth members in the community.

Councilmember Vint Frischman questioned how the YCC's will be approaching larger projects and priorities going forward.

Jopp explained she and Abdulle will be with the YCC program again next year. She believed she and Abdulle would be able to mentor the new members and assist with being more efficient with the work. She stated subcommittees will assist the group with breaking down tasks for projects.

Councilmember Vint Frischman agreed the experience of the existing members would bring value to the group in the coming year.

Schlieu discussed the ways in which this program could grow going forward, which included the YCC's being involved in civic academy in order to learn more about City operations.

Mayor Niedfeldt-Thomas explained she appreciated the fact the YCC program was for high school students and had not gone on to include college aged students. She asked if more of a relationship should be built between the City and the high school when it comes to government courses.

Jopp commented a field trip could be planned to City Hall.

Jasiczek stated partnering with the YMCA may be an option or having people who have enrolled in that program getting a taste of local government would be beneficial.

Mayor Niedfeldt-Thomas explained she would like to see the City having an app. She questioned if people would use this if it was translated into different languages.

Jopp believed this app would be utilized.

Youssef agreed.

Mayor Niedfeldt-Thomas inquired if the YCC's would be interested in reaching out to and speaking with other organizations in the community.

Youssef stated she believed this could lead to good connections over time.

Jopp stated there would be more YCC members next year which meant more hours available to attend these types of events. Schlieu explained as this program goes on she could work to balance the number of hours the YCC's are volunteering in the community.

Schlieu invited the City Council to attend the YCC June 8 celebration.

Mayor Niedfeldt-Thomas and the entire City Council thanked the YCC members for their attendance and for the feedback provided at this meeting.

Worksession adjourned at 6:04 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 28, 2026 at 6:30 pm in the New Brighton Council Chambers.

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

Absent:

Also Present: Devin Massopust-City Manager, Sarah Sonsalla-City Attorney (attending remotely), Tony Paetznick-Public Safety Director, Terri Spangrud-City Clerk

Call to Order

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

Call to Order

Pledge of Allegiance

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

Pledge of Allegiance

Public Comment Forum

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

Public Comment Forum

Approval of Agenda

Approval of the April 28, 2026 Council Agenda.

Approval of Agenda
Approval of the April 28, 2026 Agenda.

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

5 Ayes, 0 Nays-Motion Carried

Special Order of Business

1. Oath of Office for Police Officers Matthew Sutter and Marissa Winterlin

Special Order of Business
1. Oath of Office for Police Officers Matthew Sutter and Marissa Winterlin.

Public Safety Director Paetznick introduced Police Officers Matthew Sutter and Marissa Winterlin to the City Council.
City Clerk Spangrud administered the Oath of Office for Police Officers Matthew Sutter and Marissa Winterlin. Photos were taken and a round of applause was offered by all in attendance.
Police Officer Sutter thanked his family and fellow officers for their support. He stated he was very excited to be able to serve this community.
Police Officer Winterlin thanked her family, friends and fellow officers for their tremendous support.
Mayor Niedfeldt-Thomas thanked Officer Sutter and Officer Winterlin for their commitment and service to the City of New Brighton.
Councilmember Vint Frischman welcomed these two new officers to the New Brighton Public Safety Department team.
Councilmember Allen explained he appreciated the great support systems these officers had in place and thanked these individuals for their service to the community.

Councilmember Steffenhagen thanked these officers for their service to the community and for the way they serve the community.

2. Police Week 2026 Proclamation.

2. Police Week 2026 Proclamation.

Mayor Niedfeldt-Thomas read a proclamation in full for the record declaring May 10-16, 2026 to be Police Week 2026 in the City of New Brighton.

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

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

Mayor Niedfeldt-Thomas read a proclamation in full for the record declaring May 8 as Arbor Day and the month of May as Arbor Month in the City of New Brighton.

Consent Agenda

Consent Agenda

1. Consider Approval of Payments.
2. Approve City Council Minutes:
    a. April 7, 2026 Worksession Meeting Minutes.
    b. April 14, 2026 Worksession Meeting Minutes.
    c. April 14, 2026 City Council Meeting Minutes.
3. Accept Receipt of Commission Minutes:
    a. March 19, 2026 Equity Commission Meeting Minutes.
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.

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

5 Ayes, 0 Nays - Motion Carried

Public Hearing

Public Hearing

None.

Council Business

Council Business

None.

Commission Liaison Reports, Announcements and Updates

Commission Liaison Reports, Announcements and Updates

Devin Massopust

City Manager Massopust reported the City would be sending notices to homeowners adjacent to Hansen Park that the FEMA maps have officially been updated, which meant not all, but the vast majority of the homes in this area no longer have to purchase flood insurance. He explained the City was part of the Safe and Stable Coalition noting this group has had meetings with Senator Klobuchar and Senator Smith. He commented this group was looking at legislation and reimbursements to municipalities for the impacts felt throughout ICE operations. He indicated the City's managers are meeting this week at an annual conference.

Graeme Allen

Councilmember Allen reported PREC would meet next on Wednesday, May 6 at 6:30 p.m. He stated he attended the Ramsey County Old Highway 8 bridge design plan meeting, noting the plans for the new bridge were available on the City's website. He commented he attended the firefighter appreciation dinner last Friday. He explained the City would be holding a City-wide garage sale this weekend and noted maps were available online for the residents participating in this event. He indicated the first summer concert series would be held on Thursday, May 14 at Veterans Park at 6:00 p.m. He stated Park and Recreation was seeking volunteers for a tree planting event on Friday, May 8 from 9:30 a.m. to 11:30 a.m. at Hansen Park. He commented the City was looking for volunteers to assist with planting wildflowers at Hidden Oaks Park on Saturday, May 9 from 10:00 a.m. to 12:00 p.m. He stated there would be another park planting event at Hansen Park on Sunday, May 10 from 10:00 a.m. to 12:00 p.m. He reported there would be a clean up event at

the Community Center on Saturday, May 30 from 10:00 a.m. to 12:00 p.m.

Jeanne Vint Frischman

Councilmember Vint Frischman congratulated the two new officers that joined the New Brighton Public Safety Department. She explained she attended the firefighter appreciation dinner and she appreciated how this group was like a family. She then reviewed the response time and number of firefighters that were responding to fire calls in New Brighton.

Mayor Niedfeldt-Thomas

Mayor Niedfeldt-Thomas thanked the Rotary Club for a great dinner event last Friday and for focusing their support on the Ralph Reeder Food Shelf. She thanked the Public Safety Team for inviting the City Council to attend the firefighter appreciation dinner. She noted the League of Women Voters would be hosting voter registration events in the coming months. She indicated the New Brighton Area Historical Society held their spring event on Sunday at the Community Center where a speaker discussed the history of historical societies in Minnesota. She explained the Historical Society was in need of volunteers to assist with their cleanup day on Saturday, May 16 from 9:00 a.m. to 12:00 p.m. She indicated the Annual Rhubarb festival would be held on _____ from 1:00 p.m. to 4:00 p.m. She stated she attended a ribbon cutting ceremony at the Benedictine Healthy facility prior to this meeting. She reported she had been elected to the Metro Cities Board of Directors. She commented Tibet Fest would be held in Long Lake Regional Park on Sunday, May 10 from noon to 5:00 p.m. She stated the New Brighton farmers market would start back up on Wednesday, June 3. She indicated NYFS would be hosting their annual luncheon on Wednesday, May 6 at 11:30 a.m. She indicated the City-wide spring cleanup day will be held on Saturday, May 16 from 8:00 a.m. to 12:00 p.m. at the Public Works facility. She reported the City Council would be meeting next on Tuesday, May 5. She encouraged all residents in the community to consider attending the Memorial Day parade which would be held on Monday, May 25 at 10:00 a.m.

Adjournment

Mayor Niedfeldt-Thomas adjourned the meeting at 7:11 p.m.

Adjournment
The meeting adjourned at 7:11 p.m.

_____
Kari Niedfeldt-Thomas, Mayor

ATTEST:_____
Terri Spangrud, City Clerk

Council Worksession
May 5, 2026
5:00 pm

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

Absent: Councilmember Emily Dunsworth

Staff in Attendance: Devin Massopust, Ben Gozola, Hue Schlieu, Jennifer Fink, Jen Lehmann (attending remotely)

Guests in Attendance: Julia O'Rourke, Abe McEathron, Kevin Dostal Dauer

2026-2027 Commission Work Plans

Massopust stated five citizen advisory Commissions play an important role in assisting the City Council and staff with achieving goals and objectives. Each Commission is also supported by a staff liaison and City Council liaison. This work session is a joint meeting between the City Council and Commission Chairs/Vice Chairs to review annual work plans, excluding Planning Commission since their work is clearly directed by Council and statutory requirements. The Chair/Vice Chair of each Commission will share highlights from last year plus the anticipated upcoming meeting topics for their respective Commission. Presenters will rotate every 15 minutes. Work plans typically include topics of interest to Commissioners, conversations initiated by staff, ongoing commitments, and take into consideration staff/budgetary capacity.

Gozola provided the Council with an update from the EDC. He reported the EDC has been extremely active in the past year working with local businesses in order to make connections. He commented further on the discussions held by the EDC noting the group received a TIF update, presentation from the Stockyard Days committee, received a zoning code update, discussed the housing action plan policies, the downtown vision plan and climate action plan. He stated in the coming year the EDC would be addressing the inclusionary housing policy, zoning audit review, housing developer outreach materials, TIF update, Stockyard Days discussion, downtown zoning, residential zoning districts updates, downtown vision planning, the Brightwood Hills Clubhouse and the 2050 Comp Plan Visioning.

Mayor Niedfeldt-Thomas asked what work would be done around the residential zoning districts. Gozola explained this work would be dependent upon the zoning audit and direction provided by the City Council.

Councilmember Vint Frischman inquired when staff would hear back on the grant opportunities. Gozola stated he hoped to hear back in the next month on the grant applications.

Mayor Niedfeldt-Thomas questioned if the EDC would be addressing both the Downtown Vision Phase II and the Civic Campus. Gozola indicated the Civic Campus was being discussed by the PREC Commission and the EDC was addressing the Downtown Vision Phase II.

Mayor Niedfeldt-Thomas asked what was next for Old Highway 8. Gozola indicated Damon Farber expanded potential plans for the northern portion of Old Highway 8 as part of the Downtown Vision Plan.

Councilmember Vint Frischman stated she greatly appreciated the EDC's business outreach efforts and asked if there was anything the Council could be doing to support these efforts. Gozola stated the Councilmembers were always welcomed to reach out to business owners in the community, but noted this initiative was being pursued by EDC members.

Councilmember Allen questioned what kind of feedback the City received from the recent business survey. Massopust indicated the recent business survey was focused on Operation Metro Surge and how local businesses were being impacted. He reported these responses have been reported to the Safe and Stable Communities Coalition.

PREC Chair Julia O'Rourke provided the Council with an update from the PREC Commission. She stated over the past year PREC has discussed the Brightwood Hills project, the Green Building policy, Climate Action/Partners in Energy Plan, public art, parks maintenance/forestry update, Jones Lake, disc golf course in Hansen Park and local ribbon cutting park events. She stated for the coming year PREC would continue to work on the Brightwood Hills golf course/clubhouse project, begin work on Comp Plan, discuss sponsorship program, Vermont Park design, climate action plan update while also receiving staff presentations on Community Center membership and fitness programs, youth and family programming, sports and aquatics, facilities, scholarship program and GreenCorp Program. It was noted there would be a Hansen Park ribbon cutting event on July 21, 2026.

Councilmember Vint Frischman requested further information on the tree removal grant the City pursued. Fink explained the City pursued a grant from the DNR to assist the City with EAB tree trimming/removal. She explained a portion of these grant funds would be used for a pilot program to assist low-income individuals with tree removal expenses.

Councilmember Allen thanked staff for pursuing this grant to assist with EAB tree removal.

Mayor Niedfeldt-Thomas asked when the City would have the goats come back. Fink stated staff would be open to bringing the goats back into the City again this summer.

Mayor Niedfeldt-Thomas questioned if the review of the Climate Action Plan would remain with PREC on a yearly basis. Massopust reported this would be the route going forward and noted the plan would then be brought to the Council when necessary.

Mayor Niedfeldt-Thomas inquired if all of the charging stations were now online. Massopust reported this was the case.

Mayor Niedfeldt-Thomas suggested staff review the Green Step Cities program when the Climate Action Plan is reviewed. She recommended PREC team consider speaking with the County or MNDOT regarding the I-694 bridge height. She questioned what the process would be for Vermont Park. Fink stated the City did not have the grant funding from the DNR just yet, but noted staff was hoping to have this park under construction next summer.

Mayor Niedfeldt-Thomas asked what the next steps were for Jones Lake. Massopust reported the City did not receive funding for Jones Lake and this project would be in a holding pattern until the City receives funding.

Mayor Niedfeldt-Thomas suggested the City consider hosting a ninja course competition. Fink stated the City was bringing on a new Rec Coordinator and this would be one of her top priorities.

Schlieu provided the Council with an update from the Equity Commission. She explained over the past year the group discussed community engagement, housing policy, equity strategic action plan, transportation and busing, communication plan, childcare, recreation program scholarships and volunteer opportunities in the community. She commented on the commissioner forum the City of New Brighton hosted last year and noted this would be an annual event going forward. She reported in the coming year, the Equity Commission would be discussing housing policies, public safety update, community listening sessions, commissioner forum, connect with community, youth community connectors, resident survey questions, and the City's procurement policy.

Councilmember Allen suggested the resident survey questions focus on affordable housing.

Mayor Niedfeldt-Thomas recommended the Equity Commission think through the outcomes they are trying to solve for with the survey questions. She commented on the decisions that were made by the City Council during Operation Metro Surge noting there were areas where the City was responsive. She supported the City unpacking what went well and what could be done differently in the future through a future listening session.

Councilmember Allen discussed the recent meeting the Council held with the youth community connectors and stated one of the outcomes from that meeting was that there was a need for the City to address translation and transportation services.

Councilmember Vint Frischman thanked DEI Coordinator Schlieu for all of her efforts with the youth community connectors.

Further discussion ensued regarding the discussions YCC's had with Metro Transit.

Mayor Niedfeldt-Thomas suggested staff partner with the EDC when discussions are held regarding the procurement policy. She recommended staff include language within the policy about working with local businesses. She inquired when the City would be completing its next resident survey. Massopust reported the City was due to complete another survey but had not yet set aside funding for this project.

Mayor Niedfeldt-Thomas requested the next resident survey address the topic of organized trash collection. She noted she would like the City to address the topic of flavored tobacco.

Public Safety Chair Kevin Dostal Dauer provided the Council with an update from the Public Safety Commission. He reported in the past year the group discussed automatic license plate recognition technology and policy review, the City's parking ordinance, cannabis regulations, policy body worn camera audit, progress report on Center for Values-Based Initiatives public safety staffing study implementation, fire marshal update, law enforcement policy manual overview, and annual review on calls for service, fire incidents, crime stats, traffic stop data and drone deployments. He reported in the next year the group would be addressing micromobility transportation issues, municipal licensing review of rental housing, police response to emerging crime/activity trends, visit emergency communications center/Ramsey County 911 center, policing partnerships, review use of force policy, juvenile justice/youth crime alternatives, emergency management function overview and the annual review of calls for service.

Councilmember Allen stated there was a lot of education that had to occur surrounding e-bikes and e-scooters. Massopust agreed noting this topic may require State advocacy.

Councilmember Allen suggested helmets be required for children using e-bikes and e-scooters.

Councilmember Steffenhagen questioned if a conversation should be held regarding the cost benefit analysis of pulling over youth using e-bikes versus addressing other crime calls. Massopust indicated officers would be educating the youth in the community regarding the proper and safe use of e-bikes.

Mayor Niedfeldt-Thomas suggested the City provide education surrounding kitchen fires given the number of calls the fire department was receiving. She suggested the City pursue grant funding to assist the multi-family property owners with the updates needed for the fire suppression systems within their units. She supported the City putting legislation in place to ban crypto-ATM's. Massopust reported this legislation may not be necessary because this issue was being addressed by the State.

Mayor Niedfeldt-Thomas recommended NYFS address the Public Safety and Equity Commissions in the coming year. She suggested CPY speak to Public Safety as well. She commented she supported the community having group homes but questioned what the City's next steps were when it comes to the clustering of group homes in the community. Massopust indicated this topic would require advocacy at the State level.

Mayor Niedfeldt-Thomas indicated she would like the City to consider setting limits on the number of single-family homes that are owned by private equity firms to avoid clustering.

Councilmember Allen discussed the legislative work that was being done to address manufactured home parks.

Mayor Niedfeldt-Thomas stated it may be interesting for the Public Safety Committee to review the types of calls that are going to the manufactured home parks.

Councilmember Vint Frischman explained she appreciated the fact the calls for service and response times were reviewed with the Public Safety Commission on an annual basis.

Mayor Niedfeldt-Thomas suggested the staff directors share data and complete a metrics review at a staff level. She then thanked all of the Commissioners for their service to the City and thanked staff for serving as Commission liaisons.

Worksession adjourned at 6:33 pm

Respectfully submitted,

Terri Spangrud
City Clerk

Agenda Section:	**Consent Agenda**
Meeting Date:	**May 12, 2026**

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of Updates to the City's Capital Asset Policy Regarding the Disposal of Firearms

Action Requested: Motion
Form of Action: N/A or Other
Votes Needed: 3 Votes

Summary Statement:	Finance and Public Safety staff propose adding the following language to the City's Capital Asset Policy. A copy of the redlined policy document is also attached for reference. **"Disposal of Firearms:** Firearms formerly used by law enforcement agencies may present public safety and reputational risks if sold, traded, or otherwise reintroduced into circulation. The City reserves the right to prioritize the best interest of public safety over fiscal responsibility when it comes to the disposal of police firearms. Accordingly, firearms determined to be obsolete, damaged, surplus, or no longer needed for operational purposes may be disposed of through destruction rather than trade-in or resale, regardless of the value that may be recovered. All firearm disposals shall be conducted in accordance with applicable federal, state, and local laws and coordinated through the

	Public Safety Department."

Recommendations:	To approve the updates to the City's Capital Asset Policy.

Applicable Deadlines:	n/a

Community Impact:	The proposed amendment to the Capital Asset Policy prioritizes community well-being and risk mitigation by authorizing the destruction of surplus law enforcement firearms, ensuring these weapons are permanently removed from circulation to prevent future public safety or reputational liabilities.

Legislative History:	Council approved the 2026 Capital Budget, which includes firearms replacement this year, at its December 9, 2025, meeting.

Strategic Priority:	**Financial Sustainability** **City Assets**

Fiscal Impact:

Financial Consideration?	**Yes**
Revenue/Expenditure Amount:	$5,000-$10,000
Financing Source:	Trade-In Value
Notes:	By adopting this policy, the City could decide to forego the trade-in value of retired firearms, rather than recovering up to 75% of the cost of replacement firearms for each officer.

Attachments:	1.	Red-lined Policy Document

City of New Brighton

Capital Asset Policy

A guide to track and record the City's capital assets.

Adopted February 2004
Amended April 2011
Amended January 2023
Amended May 2026

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INTRODUCTION

PURPOSE

It is the City's responsibility to maintain adequate control over all capital assets in accordance with Governmental Accounting Standards Board Statement No. 34 (GASB 34). This includes keeping an accurate, complete, and up-to-date record and a strategy to minimize the risk of loss or misuse. The goal of the Capital Asset Policy is to provide a guide to help maintain the capital asset accounting system which records the use and disposition of capital assets and provides asset data for use as a management tool.

DEFINITION

The term "Capital Asset" is used to describe assets that are used in operations and that exceed the City's capitalization threshold. The capitalization threshold for the City is an asset with a value equal to or greater than $5,000 and has an estimated useful life of at least two years.

Capital Assets include: land, land improvements, buildings, building improvements, construction in progress, machinery and equipment, vehicles, infrastructure, easements, and works of art and historical treasures. A capital asset is to be reported and, with certain exceptions, depreciated in the City's financial statements. Assets that are not capitalized are expended in the year of acquisition.

BACKGROUND

The City was required to implement GASB 34 for the fiscal year ending December 31, 2003. GASB 34 established many new financial reporting requirements for state and local governments throughout the United States, including new reporting requirements for capital assets and depreciation.

The Governmental Fund assets are accounted for in the General Fixed Asset Account Group and these assets are not depreciated nor are they accounted for in the Governmental Funds balance sheet statement. The capital assets of the Enterprise Funds and Internal Service Funds are recorded similar to a private business in that the assets are capitalized on the balance sheet and depreciation is expensed on the income statements. To comply with GASB 34, the Governmental Fund assets are recorded and depreciated similar to the Enterprise Funds only in the Government-Wide Statements.

OBJECTIVES

- To maintain a proper system of internal accounting controls regarding the acquisition and disposition of capital assets.
- To substantiate capital asset values in accordance with Generally Accepted Accounting Principles (GAAP) for financial reporting purposes.
- To provide data to complete long range planning for asset maintenance and replacement and aid in budget preparation, analysis, and approval.
- To provide depreciation calculations for those assets which depreciation has been determined to be an appropriate expense measure.
- To assign responsibility for the custody and proper use of specific capital assets to the appropriate department officials.
- To provide information for insurance purposes.

POLICIES AND PROCEDURES

ACCOUNTING SYSTEM

The capital asset system maintains a complete database of all City assets that are subject to capitalization. Maintaining this system requires coordination and cooperation between departments that purchase, use, and dispose of assets and the Finance Department that record, manage, and report on the capital asset system.

The City's capital asset accounting system is maintained in the BS&A Fixed Asset module and is a subsidiary system that is connected to the City's general ledger system. The major functions of this system are to maintain asset records by activity and type, and to provide data for financial statements, replacement schedules and insurance records. It is updated solely through the use of capital asset forms, construction work papers, and by reconciling subsystem reports to the general ledger. Therefore, given the financially material nature of the City's capital assets as a whole and the independence of the subsystem, timely notification to the Finance Department is vital.

ACCOUNTING STRUCTURE

The City maintains assets in various funds depending on their type and function. The list below describes the funds and the types of assets included.

Fleet Replacement Fund – accounts for all fleet related equipment including vehicles, trucks, motorized trailers, riding lawnmowers and other motorized equipment.

Non-Fleet (equipment) Replacement Fund – accounts for all capital assets not accounted for in the Fleet Replacement Fund that have a planned replacement scheduled using installments to save for future purchases.

Pavement Management Fund – accounts for the replacement of items such as parking lots, asphalt trails and tennis courts.

Information Technology Fund – accounts for all of the capital assets such as computers, network systems, printers, copiers, and phone system.

Water Enterprise Fund – accounts for all of the capital assets needed in the operation of the water utility system. However, scheduled fleet and non-fleet items are recorded in the appropriate Fleet on Non-Fleet Replacement Fund.

Sewer Enterprise Fund - accounts for all of the capital assets needed in the operation of the sewer utility system. However, scheduled fleet and non-fleet items are recorded in the appropriate Fleet on Non-Fleet Replacement Fund.

Stormwater Utility Enterprise Fund - accounts for all of the capital assets needed in the operation of the stormwater utility system. However, scheduled fleet and non-fleet items are recorded in the appropriate Fleet on Non-Fleet Replacement Fund.

General Fixed Asset Account Group (GFAAG) – accounts for all capital assets used by general city departments that are not accounted for in any other fund.

VALUATION

1) Basis

Capital assets should be accounted for at original cost, or if the cost is not practicably determinable, at estimated cost. Donated capital assets should be recorded at their estimated fair market value at the time received.

2) Cost Definition

Cost refers to an objectively determinable dollar value and will include the purchase price and any ancillary charges necessary to place the asset in its intended location and condition for use. These types of costs include sales tax, freight and transportation charges, site preparation, installation costs, professional fees and legal claims directly attributable to the asset acquisition.

ACQUISITION REPORTING

Assets may be acquired through direct purchase, construction, lease-purchase or installment purchase, eminent domain proceedings, foreclosure and donation. All acquisitions must be reported to the Finance Department in order to properly maintain the capital asset system. See Attachment B. The following is a list of types of assets and how they should be reported.

1) Land Held for Resale

Land purchased with the intent of resale is to be recorded at its current market value.

2) Land

Land is to be capitalized but not depreciated. It is valued at historical cost and remains at that value until disposal. If there is a gain or loss on the sale of land, it is reported as a special item in the statement of activities.

3) Buildings & Building Improvements

All permanent structures that are attached to land, have a roof, are partially or completely enclosed by walls, and are not intended to be transportable or moveable are included in this asset class. The City can elect to report major components of buildings as separate capital assets in their own right, when these components have a significantly shorter estimated useful life than the structure to which they relate (e.g., HVAC). Buildings should be recorded at either their acquisition cost or construction cost. Building improvements that extend the useful life should be capitalized. Examples of building improvements include roofing projects, major energy conservation projects, or remodeling or replacing major building components.

4) Equipment & Furnishings

Assets such as furniture, vehicles, machinery and equipment (that meet threshold levels) should be identified and recorded. Some assets, individually, may fall below the capitalization threshold but when purchased in large quantities are material or significant enough to be grouped and capitalized together.

5) Infrastructure

Infrastructure assets are long-lived capital assets that normally are stationary in nature and can be preserved for a significantly greater number of years than most capital assets (i.e. roads, bridges, tunnels, drainage systems, water and sewer systems, dams, and lighting systems).

6) Other & Land Improvements

Other and Land improvements include items such as excavation, non-infrastructure utility installation, tennis courts, trailways, parking lots, flagpoles, retaining walls, fencing, outdoor lighting, and other non-building improvements intended to make the land ready for its intended purpose. Land improvements can be further categorized as non-exhaustible and exhaustible.

Exhaustible - Other improvements that are part of a site, such as parking lots, landscaping and fencing, are usually exhaustible and are therefore depreciable. Depreciation of site improvements is necessary if the improvement is exhaustible.

Non-Exhaustible - Expenditures for improvements that do not require maintenance or replacement, expenditures to bring land into condition to commence erection of structures, expenditures for improvements not identified with structures, and expenditures for land

improvements that do not deteriorate with use or passage of time are additions to the cost of land and are generally not exhaustible and therefore not depreciable. These costs should be considered as land.

7) Construction in Progress

Construction in progress should be capitalized and not depreciated. It should be reported with land and other non-depreciating assets.

8) Intangible Assets

Examples of intangible assets include easements, land use rights (such as the right to use a water source or to remove minerals or other resources from land), computer software, patents, and trademarks. The capitalization threshold for intangible assets is set at $50,000.

ESTIMATED USEFUL LIVES

The table below is to be used as a guide to determine the useful life of various assets and depending on managerial determination, can vary. This is the basis for calculating depreciation and estimating replacement.

ASSETS	**USEFUL LIVES**
Land	Not depreciable
Buildings & Building Improvements	
Well Rehabs & Reconstruction	5-20 Years
Cabinetry & permanent furnishings	10 years
HVAC Systems	15 years
Buildings	25-40 years
Park Shelters	20 years
Roofing, Fire sprinkling, electrical, plumbing	20 years
Equipment & Furnishings	
Cars, vans, light trucks	5 years
Medium / heavy duty trucks	10 years
Heavy Equipment (Sweepers, loaders, etc…)	10-15 years
Tractors	15 years
Fire Trucks	20 years
Mowers	7-10 years
Furniture & Office Equipment	3-10 years
Firefighting equipment	10 years
Play structures	10 years
Scoreboards	10 years
Well Pumps & Equipment	20-25 Years
Infrastructure	
Bridges	15 years
Sidewalks & Trails	15 years
Lift Stations, Equipment & Liners	20-30 years

Streets (includes curb & gutters)	25 years
Catch basins, culverts, manholes	25 years
Street Lights & Traffic Signal System	25 years
Telecommunication Systems (fiber optic)	25 years
Water Mains, Reservoirs, hydrants, valves	50 years
Sanitary Sewer Mains & Lines	50 years
Storm Water Mains & Storm ponds	50 years
Other & Land Improvements	
Retaining walls	10 years
Landscaping (including trees & shrubs)	15 years
Athletic fields and playfields	15 years
Fencing	15 years
Irrigation systems & outside lighting	15 years
Parking lots	20 years
Tennis & Basketball Courts	20 years
Intangible	
Easements	Not depreciable
Computer Software	5 years
Patents	20 years
Trademarks	20 years

ASSET USE

Generally, City-owned property, equipment, and technology are for official City Business only. However, there are exceptions to this rule which are outlined in the Employee Handbook Section 29 "Vehicle/City Equipment Usage."

TREATMENT OF SUBSEQUENT COSTS

Expenditures for maintenance or betterment may be made relating to an asset after its original acquisition. Costs that materially add to the value of the asset or substantially prolong its life will be capitalized. All other maintenance costs will be considered as operating expenditures or expenses in the year they were completed.

DISPOSAL

Assets are removed from use through sale, trade, obsolescence, scrap, theft, and donation. The approval of the City Manager shall be required to dispose, sell, donate, or trade any capital asset valued up to $20,000. The City Manager may delegate this authority to Department Heads. Disposal of assets with a current value greater than $20,000 will also require the approval of the City Council. The following requirements shall be considered once approval has been granted to dispose of the asset:

1) Negligible Value

The determination of the value of the capital asset shall be made by the Department Head having been delegated authority by the City Manager. If determined that the capital asset currently has a negligible value, then the capital asset may be discarded or donated.

2) Public Auction

Any capital asset that can be sold for value shall be sold at public auction in accordance with the City Code.

3) Competitive Bidding

If the expected selling price is $50,000 or more, then competitive bidding requirements must be followed, as described in the Employee Handbook Section titled "Purchasing Policy."

4) Disposal of Firearms

Firearms formerly used by law enforcement agencies may present public safety and reputational risks if sold, traded, or otherwise reintroduced into circulation. The City reserves the right to prioritize the best interest of public safety over fiscal responsibility when it comes to the disposal of police firearms.

Accordingly, firearms determined to be obsolete, damaged, surplus, or no longer needed for operational purposes may be disposed of through destruction rather than trade-in or resale, regardless of the value that may be recovered. All firearm disposals shall be conducted in accordance with applicable federal, state, and local laws and coordinated through the Public Safety Department.

The Finance Department should be notified of any disposals so that the capital asset records can be properly updated. In addition, any lost or stolen items should be reported so that the proper paper work can be submitted to our insurance provider. See Attachment B.

Assets that are sold will be retired from the capital asset system at original cost less any applicable accumulated depreciation. Any proceeds from the sales will be credited to a revenue account in the fund that accounts for the asset. Obsolete or scrapped assets will also be retired in the same manner.

Other provisions, such as bond covenants or other agreements, may supersede these City procedures.

TRADES

An asset may be traded through a transaction involving the acquisition of a new asset. The traded assets will be retired from the capital asset system at its book value, which is original cost less any applicable depreciation.

TRANSFERS

A capital asset may be transferred between departments. The Finance Department must be notified of the change for proper allocation of costs and reporting purposes. See Attachment C.

DEPRECIATION

The City's depreciation method will be straight line depreciation with a full year's depreciation taken the first year after acquisition.

USER DEPARTMENT RESPONSIBILITIES

The user department is the department that purchases, controls, and uses an asset. This department is responsible for notifying the Finance Department, in a timely manner, of purchases, transfers, retirements and betterments of an asset. The capital asset forms are the vehicle through which notification will be made.

In general, user departments carefully analyze asset needs in order to expend budgeted amounts wisely. The user department is responsible for obtaining the best price available and securing and controlling the capital asset use. All purchases should follow the guidelines found in the Purchasing Policy.

The user department is responsible for notifying the Finance Department within two weeks of any asset acquisition, disposal, transfer, or betterment.

FINANCE DEPARTMENT RESPONSIBILITY

The Finance Department is responsible for maintaining the capital asset system, preparing necessary financial statements and note disclosures, providing audit work papers and back-up documents, and conducting internal accounting procedures.

Proper internal accounting controls over capital assets require periodic counts and comparisons to existing subsystem records in order to determine if recorded assets still exist and if they are accounted for in the proper department. Department Heads will review their replacement schedules annually to ensure their capital assets are being accurately tracked and budgeted. In addition, a comprehensive list of fully-depreciated assets will be distributed to all Department Heads, who will compare the list to the capital assets in use and will report any changes or discrepancies to the Finance Department.

CAPITAL ASSET FORMS

The capital asset forms include asset acquisition and/or disposition and transfer information. The information required on these forms is necessary to update the capital asset database. For guidance in the flow of information, please refer to attachment A Capital Asset Procedures. Attachments B & C are copies of the Capital Asset Forms.

ATTACHMENTS

Attachment A – Capital Asset Acquisition Procedures

Attachment B – Capital Asset Record Acquisition and or Disposal Form

Attachment C – Capital Asset Record Transfer Form

Agenda Section:	**Consent Agenda**
Meeting Date:	**May 12, 2026**

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consideration of a Resolution Authorizing the Use of the 2025 General Fund Excess Fund Balance and Amending the 2026 General Fund Budget

Action Requested: Motion
Form of Action: Resolution
Votes Needed: 3 Votes

Summary Statement:	In accordance with the City's Fund Balance Policy, $500,000 of the General Fund excess fund balance as of December 31, 2025 may be utilized in the subsequent year's budgets and/or transferred to other funds.

Recommendations:	Approve the resolution authorizing the uses of the 2025 General Fund excess fund balance and amending the 2026 General Fund budget.

Applicable Deadlines:	n/a

Community	Sound financial management ensures the City’s ability to continue funding

Impact:	the programs and services the community relies on.

Legislative History:	The City's Fund Balance Policy establishes targeted and minimum amounts for fund balance of the General Fund. The targeted balance includes an amount for cash flows for the subsequent year's operating budget, plus an amount for contingencies. At a minimum, the City is to maintain a year-end unassigned fund balance of at least 35% of the subsequent year's budgeted operating expenditures. In the event that the year-end unassigned fund balance exceeds the minimum, 41-45% of the subsequent year's budgeted operating expenditures must be retained before considering a transfer out to other funds. The General Fund ended 2025 with an unassigned fund balance of $10,879,384, which is $1,043,034 over the targeted amount and 45.1% of the 2026 budget. This level of unassigned fund balance can be attributed to $1,040,156 in revenues over expenditures in the General Fund at the end of 2025. This was the result of increased charges for service revenues, license and permit revenues, intergovernmental revenues and favorable investment earnings. The detailed calculation of the targeted fund balance is included in attachment A. It is the recommendation of staff to utilize $500,000 of the excess fund balance as follows: • $11,000 transferred to the Information Technology Fund for CrowdStrike Falcon MDR licensing and 3 months of SIEM service. Doing so will ensure compliance with upcoming BCA security audit requirements. Failure to comply would cause the City's Public Safety Department to lose access to essential BCA/FBI data. • $489,000 transferred to the Non-Fleet Capital Replacement Fund. Doing so would support the City's strategic priority of maintaining at least 10% funding of capital replacements and reduce future levy impacts. The remaining General Fund balance would be equal to 43% of the 2026 budgeted operating expenditures.

Strategic Priority:	**<u>Financial Sustainability</u>**

Fiscal Impact:	

Financial Consideration?	**<u>Yes</u>**
Revenue/Expenditure Amount:	$500,000
Financing Source:	**<u>Other:</u>** Fund Balance
Notes:	$500,000 transfer out of the General Fund and into the Information Technology Fund ($11,000) and Non-Fleet Capital Replacement Fund ($489,000).

Attachments:	

1.	2025 Excess Fund Balance Calculation
2.	Resolution

Attachment A

City of New Brighton, MN
2025 General Fund Targeted Fund Balance per Policy

		Final Adopted 2026
Designated for Cashflows Subsequent Year's Budget:		
General Fund Levy		15,465,700
(Less Internal Debt Service)		*(1,492,500)*
Police State aid		397,300
Fire state aid		229,100
Police State Reimbursement		112,900
MSA		11,200
County Recycling Grant		93,500
County VCET Reimbursement		20,000
Fire State Reimbursement		10,800
		14,848,000
x 50%	*A*	7,424,000
Designated for Contingencies		
Subsequent Year's Budgeted Operating Expenditures		25,616,000
(Less Internal Debt Service)		*(1,492,500)*
	B	24,123,500
x 10%	*C*	2,412,350
Total Targeted Fund Balance	*A+C=D*	9,836,350
Unassigned Fund Balance as of 12/31/2025	*E*	10,879,384
Amount over Targeted Fund Balance	*E-D*	1,043,034
Minimum 41% - 45% to be Retained	*E/B*	45.10%
Potential to Reallocate per Fund Balance Policy	*F*	500,000
% of next year's budget after the transfer	*(E-F)/B*	43.03%
Minimum Fund Balance: (35% of subsequent year's budget)		8,965,600

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

RESOLUTION AUTHORIZING THE USES OF THE 2025 GENERAL FUND EXCESS FUND BALANCE AND AMENDING THE 2025 GENERAL FUND BUDGET

WHEREAS, the City's Fund Balance Policy includes targeted and minimum balances for the General Fund, and

WHEREAS, the targeted balance for the year ending December 31, 2025, is $9,836,400, and

WHEREAS, the minimum balance is 35% of the subsequent year's budgeted operating expenditures, or $8,965,600, and

WHEREAS, as of December 31, 2025, the unassigned fund balance of the General Fund is $10,879,400, and

WHEREAS, the unassigned fund balance is 45.1% of the 2026 budgeted operating expenditures, and

WHEREAS, included in the Fund Balance Policy is a provision to retain an unassigned fund balance between 41% and 45% of the subsequent year's budgeted expenditures, and

WHEREAS, included in the Fund Balance Policy is a provision to utilize the amount in excess of the targeted balance in the subsequent year's budgets and/or by transferring to other funds.

NOW THEREFORE, BE IT RESOLVED the Finance Director is authorized and directed to execute the following transfers:

1. Transfer $11,000 from the General Fund to the Information Technology Fund
2. Transfer $489,000 from the General Fund to the Non-Fleet Capital Replacement Fund

BE IT FURTHER RESOLVED the 2026 General Fund Budget be amended to increase Transfers Out 101-9000-49992 by $500,000.

ADOPTED this 12th day of May 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:	**May 12, 2026**

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Purchase of Replacement Handguns and Accessories

Action Requested: Motion
Form of Action: Contract/Agreement
Votes Needed: 3 Votes

Summary Statement:	Public Safety's inventory of agency-issued handguns for daily carry by licensed peace officers is due for replacement. Department Firearms Instructors evaluated different makes and models in making their recommendation of the specified firearm, optics, lights, retention holsters, and other items needed for this wholesale transition.

Recommendations:	Approve purchase of new firearms and associated equipment.

Applicable Deadlines:	Quoted prices are valid for 60 days from the date of the quote.

Community	The modernization of police sidearms is a critical component of our

Impact:	ongoing commitment to public safety, officer readiness, and fiscal responsibility. By upgrading to current-standard duty weapons, the department ensures that our officers are equipped with reliable, accurate, and ergonomic tools necessary to protect the community effectively while minimizing risk.

Legislative History:	Council approved the 2026 Capital Budget at its December 9, 2025, meeting.

Strategic Priority:	**City Assets**

Fiscal Impact:

Financial Consideration?	**Yes**
Revenue/Expenditure Amount:	$51,600
Financing Source:	**Budgeted**
Notes:	quotes show MSRP versus discount pricing, and cost savings by using multiple vendors for associated items

Attachments:

1.	2026-05-02 Quote New Brighton MN PD
2.	holster quote
3.	New Brighton MN 44 Pistols optic Quote April 30 2026

End-user: New Brighton MN Police Department

May 2, 2026

Item	Quantity	Description	Unit Price	Total Amount
1	44	13965 - M&P®9 M2.0 with Slide Cut for HOLOSUN® 509T LAW ENFORCEMENT ONLY	$699.00	$30,756.00
			Total FCA (SWSC Facility)	$30,756.00
			Tax	$0.00
			Freight Estimate	
			Total CIP CITY / STATE	$30,756.00

PRICE VALIDITY:

This quotation is valid for 90 days from the date of issue.

PAYMENT TERMS:

100% Net 30 from the date of shipment / invoice. Partial shipments must be permitted.

SHIPPING SCHEDULE:

Estimated shipment date is approximately 90-150 days following receipt of purchase order. Shipment is contingent on receipt of payment and ATF approval (if applicable).

SHIPPING TERM:

Delivery per Incoterms 2010, Free Carrier (FCA) with a freight forwarder pre-approved by SWSC. Title and risk of loss to the goods passes to the BUYER upon delivery to the common carrier at SWSC's facilities. - OR - Delivery per Incoterms 2010, Carriage and Insurance Paid To (CIP). Title and risk of loss to the goods passes to the BUYER upon proof of delivery at the location identified above.

Compatibility with Duty Holsters:

The responsibility of ensuring compatibility with optics and duty holsters falls with the Buyer.

PAYMENT DESTINATION:

All payments made via wire transfer should be directed to: TD Bank, Springfield, MA, ABA# 211370545, Swift Code NRTHUS33XXX, for credit to SWSC Acct #8240614433. Must include your SWSC account number and invoice number(s) being paid

LIMITED WARRANTY:

Current Smith & Wesson Brands Inc. warranty is found at https://www.smith-wesson.com/customer-service/warranty.

FOR COMMEMORATIVE PROGRAMS (delete if not a commemorative program):

If the quantity on the purchase order resulting from this quotation is more than 10% less than the quoted quantity, then Smith & Wesson retains the right to either reject the order or to negotiate a higher price.

ORDERS OR ACCEPTANCES CAN BE SENT TO:

Smith & Wesson Sales Company
1852 Proffitt Springs Rd.
Maryville, TN - 37801
LESALES@Smith-wesson.com

Signed at Springfield, Massachusetts, USA for SWSC	Patrick Kelly Law Enforcement DSM pkelly@smith-wesson.com (913) 660-6453

Streicher's - Minneapolis
10911 W Hwy 55
Minneapolis, MN 55441
Phone: 763-546-1155
Fax: 763-546-6776

Federal ID # 41-1458127

STREICHER'S
service since 1953

www.Streichers.com

SALES QUOTE

Sales Quote Number: Q371482
Sales Quote Date: 05/01/26
Page: 1

Sell 63645
To: New Brighton Public Safety
785 Old Highway 8 NW
New Brighton, MN 55112

Phone: (651) 288-4100
Fax: (651) 288-4110

Ship
To: New Brighton Public Safety
785 Old Highway 8 NW
New Brighton, MN 55112

Ship Via
Terms Net 15

Person Ordering:
SalesPerson: Rochel Moore
Phone: 612-325-1869
E-mail: rochelm@Streichers.com

Item No.	Description	Unit	Quantity	Unit Price	Total Price
SF-6360RBWX.2MP9M3R	Holster 6360RDS ALS STX BBW RH SW MP 2.0 9mm CORE TLR1 Optic	EA	33	170.00	5,610.00
SF-79BWX.17	MAG HOLDER: Double, Face Out, BWX, GL 17/22/34/35/M&P	EA	33	27.50	907.50
NS-TWM30T	Weapon Light: Turbo Edition 2 CR123 , Black	EA	12	139.00	1,668.00
STR-MISC	SF-6305R.2MP9M3R, black, 6305RDS-2222-130	EA	3	217.00	651.00
STR-MISC	RGR-UBL-Complete-2, black, 1193023	EA	3	45.00	135.00

Quoted prices do not include Sales Tax. All quoted prices are valid for 60 days from the date of the quote.

Total: 8,971.50

SIOUX SALES COMPANY

The Police Store
P.O. Box 3276
714 Jackson Street
Sioux City, Iowa 51102
Phone: 712 255-1969 Fax: 712 255-7431
Toll Free 800 772-1772 Iowa Only 800 225-6677
www.siouxsales.com

QUOTATION

April 30, 2026

City of New Brighton Police Department
Attn: Sergeant Edward Sypniewski
785 Old Highway 8 N W
New Brighton, MN 55112
edward.sypniewski@newbrightonmn.gov

Dear Ed:
In response to your request for quotation we are pleased to offer the following:

44 – Smith & Wesson M&P9 M2.0 pistols, 9mm, with Holosun direct mount for 509T, SKU # 13965, @ 467.75 each = $ 20,581.00.

44 – Holosun HE509T-X2-GR LEM Optic, Titanium Miniature Enclosed Reflex, Green Circle Dot, Solar Failsafe, Shake Awake, @ $ 375.00 each = $ 16,500.00.

33 – Safariland 6360RDS-2222-48X, Duty Holster Level III, Basketweave Finish, Right or Left Hand, $ 172.65 each = $ 5,697.45.

7 – Safariland 7378RDS-2222-131, Plain Clothes Holster, w/ interchangeable belt loop & Paddle attachment, for weapon with optic and light, @ $ 98.65 each = $ 690.55.

7 – Safariland 7378RDS-22227-131, Plain Clothes Holster, w/ interchangeable belt loop & Paddle attachment, for weapon with optic and small light, @ $ 98.65 each = $ 690.55.

7 – Blackhawk L2C T Series Off Duty Holster, w/ belt loop, for M2.0 with optic, Without weapon light, @ $ 69.95 each = $ 489.65.

33 – Streamlight TLR-1 HL Weapon Lights, SKU # 69260, 1000 Lumen, 20,000 Candela, @ $ 169.95 each = 5,608.35.

33 – Nightstick TWM-30-T Full Size Handgun Light – Turbo Edition – 900 Lumen, 66,000 Candela, @ $ 139.95 each = $ 4,618.35.

7 – Nightstick TCM-10-T Compact Handgun Light – 1000 Lumens, 25,100 Candela @ $ 149.95 each = $ 1,049.65.

33 – Safariland - # 79 Slimline Open Top Double Magazine Pouch w/ Belt loop, Basketweave STX Finish, @ $ 27.85 each = 919.05.

3 – Smith & Wesson LE M&P9 M2.0 4.22 inch RED GUN NTS NS, SKU # 12630, @ $ 432.95 each = $ 1,298.85.

60 - Smith & Wesson Extra 17 round magazines @ $ 24.95 each = $ 1,497.00.

Smith & Wesson Extra 17 round magazines for officer purchase @ $ 29.95 each.
Smith & Wesson Extra 23 round magazines for officer purchase @ $ 44.95 each.

Please contact me with any questions. Thank you for the opportunity to submit this quotation.

Sincerely,
Sioux Sales Company

By *Kurt Bornholtz*

Agenda Section:	**Consent Agenda**
Meeting Date:	**May 12, 2026**

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Purchase of Replacement Conducted Energy Devices (CEDs - Tasers)

Action Requested: Motion
Form of Action: Contract/Agreement
Votes Needed: 3 Votes

Summary Statement:	Public Safety's inventory of agency-issued Conducted Energy Devices (CEDs - Tasers) for daily carry by police staff is due for replacement. The current fleet of CEDs has reached the end of its operational lifecycle. Maintaining these legacy systems presents significant risks to officer safety, public well-being, and departmental liability.

Recommendations:	Approve Axon Master Services and Purchasing Agreement for Taser 10 Certification Standard Plan (10-year program). Axon has shifted its business model for law enforcement agencies away from traditional, one-time hardware purchases toward a bundled, subscription-based "ecosystem" model through multi-year service agreements that bundle hardware with software, data storage, and training. The subscription model protects the city from sudden, high-cost equipment failures and

	ensures that the department is perpetually equipped with the most up-to-date, legally defensible technology.

Applicable Deadlines:	Quote Expiration 05/19/2026

Community Impact:	The replacement of current CEDs with modern, upgraded units is a vital initiative to support Public Safety's commitment to non-lethal de-escalation. By deploying the latest technology, the department enhances its ability to resolve volatile situations safely, prioritizing the preservation of life for both community members and officers.

Legislative History:	Council approved the 2026 Operating and Capital Budgets at its December 9, 2025, meeting.

Strategic Priority:	**City Assets**

Fiscal Impact:

Financial Consideration?	**Yes**
Revenue/Expenditure Amount:	$43,084.80 annually
Financing Source:	**Budget Modification**
Notes:	Costs will be split across non-fleet, technology/subscription, and training budget line items.

Attachments:

1.	NB-TASER-10-APR-24

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-843552-46136KP

Issued: 04/24/2026

Quote Expiration: 05/19/2026

Estimated Contract Start Date: 07/15/2026

Account Number: 104808

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
New Brighton Dept. of Public Safety - MN 785 HIGHWAY 8 NEW BRIGHTON, MN 55112 USA	New Brighton Dept. of Public Safety - MN 785 HIGHWAY 8 NEW BRIGHTON MN 55112 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kevin Pirehpour Phone: Email: kpirehpour@axon.com Fax:	Thai Xiong Phone: 6515001896 Email: thai.xiong@newbrightonmn.gov Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	$430,848.00
ESTIMATED TOTAL W/ TAX	$430,848.00

Discount Summary

Average Savings Per Year	$20,328.00
TOTAL SAVINGS	$203,279.96

Payment Summary

Date	Subtotal	Tax	Total
Jul 2026	$43,084.80	$0.00	$43,084.80
Jul 2027	$43,084.80	$0.00	$43,084.80
Jul 2028	$43,084.80	$0.00	$43,084.80
Jul 2029	$43,084.80	$0.00	$43,084.80
Jul 2030	$43,084.80	$0.00	$43,084.80
Jul 2031	$43,084.80	$0.00	$43,084.80
Jul 2032	$43,084.80	$0.00	$43,084.80
Jul 2033	$43,084.80	$0.00	$43,084.80
Jul 2034	$43,084.80	$0.00	$43,084.80
Jul 2035	$43,084.80	$0.00	$43,084.80
Total	**$430,848.00**	**$0.00**	**$430,848.00**

Quote Unbundled Price:	**$634,144.00**
Quote List Price:	**$505,840.00**
Quote Subtotal:	**$430,848.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00032	TASER 10 CERTIFICATION STANDARD PLAN	40	120	$130.78	$104.05	$88.45	$424,560.00	$0.00	$424,560.00
A la Carte Services									
102597	TASER CEW + VR INSTRUCTOR CERT + VR IMPLEMENTATION (2-DAY)	1			$6,400.00	$6,288.00	$6,288.00	$0.00	$6,288.00
Total							**$430,848.00**	**$0.00**	**$430,848.00**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
TASER 10 CERTIFICATION STANDARD PLAN	100122	AXON VR - HEADSET - BATTERY	2	1	06/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100126	AXON VR - TACTICAL BAG	2	1	06/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	06/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	40	2	06/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	06/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	06/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100399	AXON TASER 10 - CARTRIDGE - LIVE	600	1	06/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	280	1	06/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	06/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100591	AXON TASER - CLEANING KIT	1	1	06/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	40	1	06/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	06/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100748	AXON VR - CONTROLLER - TASER 10	2	1	06/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	06/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	1	1	06/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	06/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	4	1	06/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	101751	AXON VR - HEADSET - HTC FOCUS VISION	2	1	06/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	40	1	06/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	1	1	06/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	30	1	06/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	102186	AXON TASER 10 - COMMAND BOX	1	1	06/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	4	1	06/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	40	1	06/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	06/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	06/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	06/15/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
TASER 10 CERTIFICATION STANDARD PLAN	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	06/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	06/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	06/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	200	1	06/15/2027
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	200	1	06/15/2028
TASER 10 CERTIFICATION STANDARD PLAN	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	2	1	12/15/2028
TASER 10 CERTIFICATION STANDARD PLAN	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	1	12/15/2028
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	200	1	06/15/2029
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	200	1	06/15/2030
TASER 10 CERTIFICATION STANDARD PLAN	101013	AXON VR - TAP REFRESH 2 - TASER CONTROLLER	2	1	06/15/2031
TASER 10 CERTIFICATION STANDARD PLAN	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	40	1	06/15/2031
TASER 10 CERTIFICATION STANDARD PLAN	20374	AXON VR - TAP REFRESH 2 - HEADSET	2	1	06/15/2031
TASER 10 CERTIFICATION STANDARD PLAN	101014	AXON VR - TAP REFRESH 3 - TASER CONTROLLER	2	1	12/15/2033
TASER 10 CERTIFICATION STANDARD PLAN	20375	AXON VR - TAP REFRESH 3 - HEADSET	2	1	12/15/2033

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 CERTIFICATION STANDARD PLAN	101180	AXON TASER - DATA SCIENCE PROGRAM	40	07/15/2026	07/14/2036
TASER 10 CERTIFICATION STANDARD PLAN	101703	AXON VR - USER ACCESS - TASER SKILLS	40	07/15/2026	07/14/2036
TASER 10 CERTIFICATION STANDARD PLAN	20248	AXON TASER - EVIDENCE.COM LICENSE	40	07/15/2026	07/14/2036
TASER 10 CERTIFICATION STANDARD PLAN	20248	AXON TASER - EVIDENCE.COM LICENSE	1	07/15/2026	07/14/2036

Services

Bundle	Item	Description	QTY
TASER 10 CERTIFICATION STANDARD PLAN	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	40
TASER 10 CERTIFICATION STANDARD PLAN	101193	AXON TASER - ON DEMAND CERTIFICATION	40
A la Carte	102597	TASER CEW + VR INSTRUCTOR CERT + VR IMPLEMENTATION (2-DAY)	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 CERTIFICATION STANDARD PLAN	100197	AXON VR - EXT WARRANTY - HEADSET	2	06/15/2027	07/14/2036
TASER 10 CERTIFICATION STANDARD PLAN	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	40	06/15/2027	07/14/2036
TASER 10 CERTIFICATION STANDARD PLAN	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	06/15/2027	07/14/2036
TASER 10 CERTIFICATION STANDARD PLAN	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	2	06/15/2027	07/14/2036
TASER 10 CERTIFICATION STANDARD PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	06/15/2027	07/14/2036
TASER 10 CERTIFICATION STANDARD PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	4	06/15/2027	07/14/2036
TASER 10 CERTIFICATION STANDARD PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	40	06/15/2027	07/14/2036
TASER 10 CERTIFICATION STANDARD PLAN	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	06/15/2027	07/14/2036

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	785 HIGHWAY 8	NEW BRIGHTON	MN	55112	USA
2	785 HIGHWAY 8	NEW BRIGHTON	MN	55112	USA

Payment Details

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	102597	TASER CEW + VR INSTRUCTOR CERT + VR IMPLEMENTATION (2-DAY)	1	$628.80	$0.00	$628.80
Annual Payment 1	C00032	TASER 10 CERTIFICATION STANDARD PLAN	40	$42,456.00	$0.00	$42,456.00
Invoice Upon Fulfillment	C00032	TASER 10 CERTIFICATION STANDARD PLAN	40	$0.00	$0.00	$0.00
Total				**$43,084.80**	**$0.00**	**$43,084.80**

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	102597	TASER CEW + VR INSTRUCTOR CERT + VR IMPLEMENTATION (2-DAY)	1	$628.80	$0.00	$628.80
Annual Payment 2	C00032	TASER 10 CERTIFICATION STANDARD PLAN	40	$42,456.00	$0.00	$42,456.00
Total				**$43,084.80**	**$0.00**	**$43,084.80**

Jul 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	102597	TASER CEW + VR INSTRUCTOR CERT + VR IMPLEMENTATION (2-DAY)	1	$628.80	$0.00	$628.80
Annual Payment 3	C00032	TASER 10 CERTIFICATION STANDARD PLAN	40	$42,456.00	$0.00	$42,456.00
Total				**$43,084.80**	**$0.00**	**$43,084.80**

Jul 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	102597	TASER CEW + VR INSTRUCTOR CERT + VR IMPLEMENTATION (2-DAY)	1	$628.80	$0.00	$628.80
Annual Payment 4	C00032	TASER 10 CERTIFICATION STANDARD PLAN	40	$42,456.00	$0.00	$42,456.00
Total				**$43,084.80**	**$0.00**	**$43,084.80**

Jul 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	102597	TASER CEW + VR INSTRUCTOR CERT + VR IMPLEMENTATION (2-DAY)	1	$628.80	$0.00	$628.80
Annual Payment 5	C00032	TASER 10 CERTIFICATION STANDARD PLAN	40	$42,456.00	$0.00	$42,456.00
Total				**$43,084.80**	**$0.00**	**$43,084.80**

Jul 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	102597	TASER CEW + VR INSTRUCTOR CERT + VR IMPLEMENTATION (2-DAY)	1	$628.80	$0.00	$628.80
Annual Payment 6	C00032	TASER 10 CERTIFICATION STANDARD PLAN	40	$42,456.00	$0.00	$42,456.00
Total				**$43,084.80**	**$0.00**	**$43,084.80**

Jul 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	102597	TASER CEW + VR INSTRUCTOR CERT + VR IMPLEMENTATION (2-DAY)	1	$628.80	$0.00	$628.80
Annual Payment 7	C00032	TASER 10 CERTIFICATION STANDARD PLAN	40	$42,456.00	$0.00	$42,456.00
Total				**$43,084.80**	**$0.00**	**$43,084.80**

Jul 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	102597	TASER CEW + VR INSTRUCTOR CERT + VR IMPLEMENTATION (2-DAY)	1	$628.80	$0.00	$628.80
Annual Payment 8	C00032	TASER 10 CERTIFICATION STANDARD PLAN	40	$42,456.00	$0.00	$42,456.00
Total				**$43,084.80**	**$0.00**	**$43,084.80**

Jul 2034

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	102597	TASER CEW + VR INSTRUCTOR CERT + VR IMPLEMENTATION (2-DAY)	1	$628.80	$0.00	$628.80
Annual Payment 9	C00032	TASER 10 CERTIFICATION STANDARD PLAN	40	$42,456.00	$0.00	$42,456.00
Total				**$43,084.80**	**$0.00**	**$43,084.80**

Jul 2035

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 10	102597	TASER CEW + VR INSTRUCTOR CERT + VR IMPLEMENTATION (2-DAY)	1	$628.80	$0.00	$628.80
Annual Payment 10	C00032	TASER 10 CERTIFICATION STANDARD PLAN	40	$42,456.00	$0.00	$42,456.00
Total				**$43,084.80**	**$0.00**	**$43,084.80**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

4/24/2026

Agenda Section:	**Consent Agenda**
Meeting Date:	**May 12, 2026**

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consideration of a Resolution Authorizing Entry into an Agreement with the Minnesota Pollution Control Agency for a Minnesota GreenCorps Host Site

Action Requested: Motion
Form of Action: Resolution
Votes Needed: 3 Votes

Summary Statement:	The City of New Brighton has applied to serve as a host site for the 2026–2027 Minnesota GreenCorps program, administered by the Minnesota Pollution Control Agency (MPCA). Approval of the attached resolution authorizes the City to enter into a host site agreement with the MPCA if selected and if program funding is secured. Due to program requirements, a council resolution must be submitted in advance of final selection and contract execution. Final selection announcements and program operation are contingent upon external factors, including funding availability. If awarded, this would be the second year of participation in the program. The current GreenCorps member has been working with our forestry team since October.

Recommendations:	Adopt the resolution authorizing the City of New Brighton to enter into a host site agreement with the Minnesota Pollution Control Agency for the Minnesota GreenCorps program, contingent upon selection and funding.

Applicable Deadlines:	May 30, 2026

Community Impact:	Participation in the Minnesota GreenCorps program supports the City's sustainability and environmental stewardship goals by expanding capacity for projects such as community gardens, habitat restoration, volunteer engagement, and environmental education. These efforts align with the City's Climate Action Plan and enhance opportunities for residents to connect with and care for local green spaces

Legislative History:	Not Applicable

Strategic Priority:	**Staff Capabilities** **Community Engagement & Belonging**

Fiscal Impact:

Financial Consideration?	There is minimal direct financial impact associated with participation. The City would be responsible for a modest contribution toward member professional development and providing workspace and supervision. These costs are anticipated to be accommodated within existing departmental budgets.
Revenue/Expenditure Amount:	$ 600
Financing Source:	**Budgeted**
Notes:	

Attachments:	1.	Resolution committing to be a GreenCorps Site
	2.	Final New Brighton_ 2026 Application

Resolution No. 2026-

State of Minnesota
County of Ramsey
City of New Brighton

RESOLUTION AGREEING TO ENTER INTO AN AGREEMENT WITH THE MINNESOTA POLLUTION CONTROL AGENCY TO BE A MN GREENCORPS HOST SITE

WHEREAS, the City of New Brighton has applied to host an AmeriCorps member from the Minnesota GreenCorps, a program of the Minnesota Pollution Control Agency (MPCA), for the 2026-2027 program year; and

WHEREAS, if the MPCA selects the City of New Brighton the organization is committed to implementing the proposed project as described in the host site application, and in accordance with pre-scoped position description; and

WHEREAS, the MPCA requires that the City of New Brighton enter into a host site agreement with the MPCA that identifies the terms, conditions, roles, and responsibilities.

NOW, THEREFORE LET IT BE RESOLVED by the City Council of the City of New Brighton:
That the City of New Brighton hereby agrees to enter into and sign a host site agreement with the MPCA to carry out the member activities specified therein and to comply with all of the terms, conditions, and matching provisions of the host site agreement and authorizes and directs Jennifer Fink, Parks and Recreation Director, to sign the grant agreement on its behalf.

Adopted this 12th day of May, 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

Minnesota GreenCorps host site application

Program Year 2026-2027

Doc Type: Application

Instructions: The Minnesota GreenCorps (MN GreenCorps) program is an AmeriCorps program coordinated by the Minnesota Pollution Control Agency (MPCA). For the 2026-2027 program year, MN GreenCorps anticipates selecting sites to host up to 58 members throughout the state.

To apply, submit the completed application to mngreencorps.pca@state.mn.us by 5:00 p.m. on March 24, 2026. For more information, refer to the *Minnesota GreenCorps host site application guide* at https://www.pca.state.mn.us/mngreencorps.

Important notes:

- MN GreenCorps host sites must have at least one full-time paid employee. The supervision requirement is an average of three (3) hours per week for the duration of the program year.
- Host sites are required to provide a reasonable workspace for members to complete their projects, including a dedicated desk, phone, computer, and email account. If travel is required for member service activities, the host site must provide transportation for the member (access to fleet vehicles, mileage reimbursement, bus fare reimbursement, etc.). Host sites must contribute $600 to member professional development.
- Members may not engage in AmeriCorps prohibited service activities such as attempting to influence legislation, providing a direct benefit to a for-profit business, writing a grant application to a federal agency, or performing clerical work. Member activities may not include assisting organizations with meeting requirements, coming into compliance, or avoiding fines from local, state, or federal laws or regulations. AmeriCorps members cannot displace or replace employees.
- Operation of the MN GreenCorps program is contingent on AmeriCorps funding. Confirmation of funds may not be available before the host site application deadline.

I. Applicant and project information

Name of applicant organization: City of New Brighton

Mailing address: 400 10th Street NW

City: New Brighton State: MN Zip code: 55112

Applicant contact: Jennifer Fink Title: Director of Parks and Recreation

Phone: 651-638-2126 Email: jennifer.fink@newbrightonmn.gov

Website address: newbrightonmn.gov

What type of host site is your organization? (Check one):

- ☐ New
- ☒ Current or past host site

Please indicate your organization type:

- ☒ Government (local, regional, state, tribal, or federal)
- ☐ School district
- ☐ 501(c)(3) non-profit organization
- ☐ Not-for-profit institution of higher education

Please indicate the member position type for which you are applying (must only select one). Details of the member position descriptions can be found in the *Minnesota GreenCorps host site application guide*.

- ☐ Community Readiness and Outreach
- ☐ Energy Conservation and Green Transportation
- ☒ Stormwater and Forestry
- ☐ Waste Reduction and Recycling

II. Narrative questions

Member project

1. In one sentence, please summarize the goal of the proposed member project and associated activities (e.g., reduce vehicle miles traveled and emissions through Safe Routes to School efforts by conducting bike education, encouraging active transportation, and coordinating the implementation of infrastructure improvements):

   Build on the capacity established through New Brighton's initial GreenCorps service year by supporting the development and stewardship of community garden spaces, neighborhood green spaces, and habitat restoration projects through hands-on implementation, volunteer engagement, and environmental education.

2. Complete the table below detailing member activities and the estimated percentage of time for each activity (it should total 100%). See the *Minnesota GreenCorps host site application guide* to reference the pre-scoped member position descriptions and *sample service plans* at https://www.pca.state.mn.us/mngreencorps.

Member activities	Estimated percentage of time
IMPROVE PUBLIC LANDS AND COMMUNITY GARDEN SPACES • Support development and stewardship of 1-2 community garden sites, including Vermont Park and additional identified location • Assist with site preparation, planting coordination, and seasonal maintenance planning across 3-5 park locations • Help maintain small neighborhood green spaces, including 10–15 boulevard triangle or pocket sites • Support invasive species removal and habitat improvement across 3–8 acres of parkland • Assist with coordination and follow-up restoration related to a controlled burn at Hansen Park (1-2 acres impacted)	30%
ENGAGE VOLUNTEERS AND COMMUNITY PARTNERS • Plan and implement 4 volunteer events focused on gardens, planting, and habitat restoration • Recruit and coordinate 40-75 volunteers across events and ongoing efforts • Support partnerships with 2-4 community groups, schools, or organizations • Track volunteer participation, contributing to 150-300 total volunteer hours	20%
DELIVER EDUCATION AND OUTREACH • Develop 4-6 educational resources (signage, handouts, or digital content) related to gardens and stewardship • Conduct outreach at 4-8 community events or engagement opportunities • Reach 150-300 community members through direct education and engagement • Support monthly or seasonal communications highlighting stewardship opportunities	20%
SUPPORT PLANNING, DATA, AND LONG-TERM STEWARDSHIP • Conduct or update tree inventory and condition assessments for 300-600 trees in priority areas • Assist with tracking and mapping EAB and oak wilt impacts in 2-4 park or neighborhood areas • Support implementation tracking for invasive species management across 3-6 acres, including documentation of treatment areas and outcomes • Develop 3-5 site-specific maintenance or stewardship plans for community gardens and green spaces • Track and map all active project sites (5-10 locations) • Assist with identifying 2-3 future project or planting sites • Create simple tracking/reporting tools to support long-term program sustainability	20%
TRAINING AND PROFESSIONAL DEVELOPMENT • Participate in 100% of required GreenCorps trainings and cohort activities • Attend 3–5 additional trainings or workshops related to forestry, stormwater, or habitat management • Engage in at least 2 professional networking or career development opportunities	10%

Performance measures

Indicate performance measures that the project aligns with by checking the corresponding box; the service project may address any of the performance measures in any of the categories. Host site organizations will be selected in part for their commitment and ability to contribute to these performance measures. **Projects must align with at least one performance measure below.**

Air

☐ *Improve air quality:* Members will implement measures and education aimed at monitoring and reducing air pollutants by reducing vehicle miles traveled, supporting vehicle electrification, and/or promoting active transportation.

☐ *Conserve energy:* Members will conduct outreach and/or apply energy conservation measures to public buildings and/or homes. Retrofitted structures will result in reduced energy consumption.

Land and water

☐ *Reduce water pollution:* Members will implement nutrient reduction efforts targeting phosphorus, total suspended solids, chloride (i.e., road salt and water softeners), etc. to improve water quality.

☒ *Improve habitat:* Members will implement best management practices to treat and improve public lands through activities such as removing invasive species, planting trees, controlling erosion, seeding prairie, etc.

Waste reduction

☐ *Prevent food from going to waste:* Members will support and enhance programs capturing food that would otherwise have been wasted for redistribution by food rescue organizations to help address food insecurity.

☐ *Support organics recycling:* Members will implement residential or institutional waste prevention or organics recycling, resulting in pounds of organics prevented or diverted from the waste stream.

☐ *Divert waste:* Members will integrate sustainable waste management practices into daily operations at host site and community facilities to prevent, reuse, recycle, or otherwise divert material from the waste stream.

Outreach and education

☒ *Educate or train individuals:* Members will educate and/or train individuals on environmental stewardship to improve land, air, and/or water quality.

☐ *Motivate individuals to change behavior:* Members will provide education and training that will result in individuals changing behavior or making a promise or pledge to change behavior to lessen adverse environmental impact.

☒ *Mobilize and/or engage volunteers:* Members will recruit, train, and/or engage community members in service.

Organizational capacity

1. Describe your organization's mission or goals as it relates to the proposed MN GreenCorps project activities.

   The City of New Brighton is a fully developed, six-square-mile suburban community of approximately 23,000 residents in the Twin Cities metropolitan area. As the community continues to evolve, there is increasing interest in accessible outdoor spaces, community gathering areas, and opportunities for residents to connect with their environment and one another.

   The City has also made a strong commitment to sustainability through the adoption of its Climate Action Plan in 2024, which identifies priorities including greenspace and trees, local food systems, and community resilience.

   The City of New Brighton Parks and Recreation Department is committed to enhancing quality of life through accessible parks, programs, and spaces that support community connection, environmental stewardship, and long-term sustainability.

   This project directly supports those goals by expanding the City's capacity to care for public lands, develop and sustain community garden spaces, and engage residents in hands-on environmental stewardship. Building on the foundation established during New Brighton's initial GreenCorps service year, this work will further integrate sustainable land management practices, strengthen community partnerships, and create opportunities for residents to actively participate in caring for their local environment.

2. Identify one site supervisor who will provide direct support and supervision of the member:

   Supervisor name: Mike Schute Title: Parks Superintendent

   Email: mike.schute@newbrightonmn.gov Telephone: 651-6348-2116

3. Describe how the site supervisor's work aligns with the proposed member service plan.

   The site supervisor, Mike Schute, Park Superintendent for the City of New Brighton, oversees the maintenance and management of the City's park system, including natural resource areas, trees, and neighborhood green spaces. His work includes coordinating invasive species management, responding to tree health issues such as emerald ash borer and oak wilt, and maintaining a wide range of park assets across the system.

   This work aligns closely with the proposed member service plan, as the member will support and expand upon these efforts through hands-on project implementation, data collection, and community engagement. The member will assist with activities such as community garden development, stewardship of small green spaces, tree inventory and tracking, and habitat restoration efforts, all of which fall within the scope of the supervisor's operational responsibilities.

   Mike will provide direct supervision, technical guidance, and coordination to ensure the member's work complements existing maintenance and natural resource efforts while also expanding the City's capacity to engage volunteers, improve data tracking, and support long-term stewardship planning.

Community involvement

1. Describe the community that the project is based in or will serve, e.g., greater Minnesota, tribal areas, low-income residents, areas overburdened by excessive pollution, etc.

   The project will serve residents of New Brighton, a fully developed, six-square-mile suburban community of approximately 23,000 people located in the Twin Cities metropolitan area. The community includes a mix of long-time residents and newer families, with a growing diversity in age, income levels, and cultural backgrounds. New Brighton's park system serves as an important community asset, providing accessible spaces for recreation, gathering, and connection across all neighborhoods.

   As the community continues to evolve, there is increasing interest in opportunities that support connection, access to outdoor spaces, and local food systems. Community feedback and engagement efforts have highlighted a strong desire for shared spaces such as community gardens, as well as opportunities for hands-on involvement in caring for neighborhood and park spaces.

   This project will focus on expanding access to community-based green spaces and environmental programming, including community gardens, small neighborhood green spaces, and restored habitat areas. These efforts support broader City goals related to environmental stewardship, community connection, and implementation of priorities identified in New Brighton's Climate Action Plan, including greenspace, tree canopy, and local food systems.

   By engaging residents through volunteer opportunities, education, and accessible programming, the project will serve a wide range of community members, including families, youth, older adults, and individuals seeking meaningful ways to connect with their environment and with one another.

2. How will the proposed MN GreenCorps member position engage community members, volunteers, and/or partners?

   The member will engage community members, volunteers, and partners through a combination of hands-on service opportunities, targeted outreach, and collaboration with local organizations. The member will plan and implement 3-5 volunteer events annually focused on community garden development, planting, and habitat restoration activities, engaging 40-75 volunteers and generating an estimated 150-300 volunteer hours.

   The member will work with a variety of partners, including neighborhood groups, schools, community organizations, and existing City programs, to expand participation and ensure that opportunities are accessible to a broad range of residents. This includes supporting activities at community garden sites, coordinating small group volunteer efforts, and connecting with residents interested in ongoing stewardship roles.

   In addition to volunteer coordination, the member will support outreach and education efforts through 4-8 community events, as well as through signage, social media, and other communication channels. The member will help develop and share 4-6 educational resources related to community gardens, tree care, and environmental stewardship, reaching an estimated 150-300 community members.

   Through these efforts, the member will create meaningful, hands-on opportunities for residents to participate in caring for public spaces while building long-term relationships that support continued community involvement and environmental stewardship.

Current or past host sites only

1. Identify the program year(s) your host site previously participated, topic area(s), and the number of members hosted.

   The City of New Brighton participated as a Minnesota GreenCorps host site during the 2025–2026 program year, hosting one member in the stormwater and urban forestry focus area. The member supported activities including public land improvement, volunteer engagement, and environmental outreach.

2. Describe how this proposed member position is unique from past member positions. Or, if the project is similar to past member initiatives, explain the continued organizational and/or community need.

   This proposed position builds on the success of New Brighton's 2025-2026 GreenCorps service year while expanding the scope and impact of the work. During the initial service year, the member focused on strengthening foundational capacity through public land improvement, volunteer engagement, and environmental outreach, as well as supporting early efforts related to tree management and natural resource stewardship.

   The proposed position represents a natural next phase by shifting from primarily foundational work into expanded implementation and long-term stewardship. This includes advancing the development and support of community garden spaces, increasing care for smaller neighborhood green spaces, and strengthening data collection and tracking related to tree inventory, emerald ash borer, oak wilt, and invasive species management.

   The continued need for this position is driven by the City's growing interest in community-based green spaces, environmental programming, and sustainable land management, as well as priorities identified in the City's Climate Action Plan. While staff provide strong operational and technical support, current capacity limits the ability to expand community-facing work, volunteer coordination, and long-term planning efforts.

   A GreenCorps member will allow the City to build on the momentum of the initial service year by translating planning into visible, community-centered outcomes, while also developing systems and partnerships that support ongoing stewardship beyond the service term.

III. Supporting documentation

- Letters of support from partner organizations or internal departments are encouraged and accepted at the time of application and throughout the selection process.
- If a Board governs your organization, selected host sites must provide a *Board resolution* in support of hosting a MN GreenCorps member prior to entering into a grant agreement with MPCA.
- Selected nonprofit host sites must submit proof of 501(c)(3) status before entering into a grant agreement with MPCA.

Agenda Section:	**Consent Agenda**
Meeting Date:	**May 12, 2026**

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of Updated Master Services Agreement (MSA) with Flock Group Inc.

Action Requested: Motion
Form of Action: Contract/Agreement
Votes Needed: 3 Votes

Summary Statement:	Based on concerns expressed by Council regarding sharing of Automated License Plate Recognition (ALPR) data, the City Attorney reviewed the original MSA and their suggested edits were accepted by the legal counsel of Flock. A redline version of these suggestions is included for awareness.

Recommendations:	Approve Updated Master Services Agreement.

Applicable Deadlines:	N/A

Community	The updated MSA strengthens local data sovereignty by implementing

Impact:	explicit restrictions on federal data sharing, ensuring that Automated License Plate Recognition (ALPR) technology serves municipal public safety goals while proactively safeguarding the privacy and civil liberties of our community members.

Legislative History:	Council approved the original MSA at its June 10, 2025, meeting.

Strategic Priority:	**City Assets**

Fiscal Impact:

Financial Consideration?	**Yes**
Revenue/Expenditure Amount:	$18,000/year
Financing Source:	**Other**
Notes:	state grant of $25,000 to offset local implementation costs for an APLR program to combat auto theft

Attachments:

1.	MN_NewBrighton_UpdatedMSA
2.	MSA_-_MN_-_New_Brighton_Dept_of_Pub_Safety_-_Law_Enforcement_Agreement_Redline

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Flock Safety + MN - New Brighton Dept of Pub Safety

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Bo Manor
bo.manor@flocksafety.com
+17154569138

Quote Number: Q-128009
Expiration Date: 04/02/2025

flock safety

ORDER FORM

Customer:	MN - New Brighton Dept of Pub Safety	Initial Term:	24 Months
Legal Entity Name:	MN - New Brighton Dept of Pub Safety	Renewal Term:	24 Months
Accounts Payable Email:	tony.paetznick@newbrightonmn.gov	Payment Terms:	Net 60
Address:	785 Old Highway 8 Nw Saint Paul, Minnesota 55112	Billing Frequency:	Annual Plan - Invoiced at Last Camera Validation.
		Retention Period:	30 Days

Hardware and Software Products

Recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$30,500.00**
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	9	Included
Flock Safety LPR Flex, fka Falcon Flex	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$0.00	9	$0.00

Subtotal Year 1:	$30,500.00
Annual Recurring Subtotal:	$30,500.00
Estimated Tax:	$0.00
Contract Total:	$61,000.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Special Terms:

• Per the Billing Schedule below, Customer's Initial Invoice shall be due on or after 07/01/2025. The Annual Invoice shall be due on the date of the First Hardware Validation. Thereafter, the Annual Recurring Invoices shall be due on the anniversary of the First Hardware Validation.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Last Device Installed	$30,500.00
Annual Recurring after Year 1	$30,500.00
Contract Total	$61,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$0.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$5,850.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety LPR Flex, fka Falcon Flex	Law enforcement grade tactical deployment (portable + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

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By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Customer: MN - New Brighton Dept of Pub Safety**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

By: _____

Name: _____

Title: _____

Date: _____

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Master Services Agreement

This Master Services Agreement (this "***Agreement***") is entered into by and between Flock Group Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("***Flock***") and the entity identified in the signature block ("***Customer***") (each a "***Party***," and together, the "***Parties***"). This Agreement is effective on the date of mutual execution ("***Effective Date***"). Parties will sign an Order Form ("***Order Form***") which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("***Notifications***");

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services; and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, ("***Permitted Purpose***").

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

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1.1 "***Agreement***" means the order form (to be provided as Exhibit A, "Order Form"), these terms and conditions, and any document therein incorporated by reference in section 11.4.
1.2 "***Anonymized Data***" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.
1.3 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.
1.4 "***Customer Data***" means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.
1.5. "***Customer Hardware***" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.
1.6 "***Effective Date***" means the date this Agreement is mutually executed (valid and enforceable) by both Parties.
1.7 "***Embedded Software***" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.
1.8 "***Flock Hardware***" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.
1.9 "***Flock IP***" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).
1.10 "***Flock Services***" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.
1.11 "***Footage***" means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

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1.12 "***Integration Data***" means any distribution of data from a Customer requested third party integration.

1.13"***Installation Services***" means the services provided by Flock for installation of Flock Services.

1.14 "***Permitted Purpose***" means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.15 "***Retention Period***" means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.16 "***Term***" means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.17 "***Web Interface***" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

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2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***"Support Services"***).

2.4 **Updates to Platform.** Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

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2.6 **Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this

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Agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as ***"Customer Obligations"***).

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data in order to perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Customer's grant of and Flock's license to use Customer Data does not include the use of such data for investigative purposes, except as authorized by Customer on a case-by-case basis. Flock does not own and shall not sell Customer Data.

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (**"*Customer Generated Data"***). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

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4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

4.4 **Data Distribution**. Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, "Recipient"). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock's standard retention period and hereby provides consent to such retention period. Unless expressly listed in the Order Form, the provision, access, or use of any Application Programming Interfaces ("APIs") is not included under this Agreement. Any rights, licenses, or obligations related to APIs shall be governed solely by the terms set forth in the Order Form or a separate agreement between the parties.

4.5 Data Sharing with Department of Homeland Security. Except as required by law, judicial process, or where directly allowed by Customer, Flock shall not share any Customer Data with the Department of Homeland Security or any subagency thereof. Flock shall notify Customer of any sharing of Customer Data with the Department of Homeland Security.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's

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business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality and performance of this Agreement. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party; or (e) was disclosed as required by the Minnesota Government Data Practices Act. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information, other than any such information that is required to be maintained by a records retention act or similar law, will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret, provided that the Disclosing Party has identified such information as trade secret, shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose

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in Flock's sole discretion. Customer and Authorized End Users shall not: (i) directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover, or recreate the source code, object code or underlying structure, ideas or algorithm of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder, (ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vi) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees**. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net sixty (60) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock

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shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 **Notice of Changes to Fees.** In the event of any changes to fees, Flock shall provide Customer with sixty (60) days notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 **Taxes.** To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the

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breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business; In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival**. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a **"*Defect*"**), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond

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Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER'S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies to be provided as Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED

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THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWENTY-FOUR (24) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the

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fees paid and/or payable for the services rendered under this Agreement in the preceding twenty (24) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware**. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (https://www.flocksafety.com/reinstall-fee-schedule). Customer will receive prior notice and confirm approval of any such fees.

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10.4 **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 **Flock's Obligations**. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 **Compliance with Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether

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written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Upon prior written consent by Customer, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and

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interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if

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different, below), if sent by certified or registered mail, return receipt requested. All notices must be provided to the email or mailing address listed in the Order Form.

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: _____

ATTN: _____

EMAIL: _____

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EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (i) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (ii) Flock's Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Workers Compensation** insurance in accordance with statutory limits;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate;

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(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars ($5,000,000).

Master Services Agreement

This Master Services Agreement (this "***Agreement***") is entered into by and between Flock Group Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("***Flock***") and the entity identified in the signature block ("***Customer***") (each a "***Party***," and together, the "***Parties***"). This Agreement is effective on the date of mutual execution ("***Effective Date***"). Parties will sign an Order Form ("***Order Form***") which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("***Notifications***");

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services; and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, ("***Permitted Purpose***").

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "***Agreement***" means the order form (to be provided as Exhibit A, "Order Form"), these terms and conditions, and any document therein incorporated by reference in section 11.4.
1.2 "***Anonymized Data***" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.
1.3 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.
1.4 "***Customer Data***" means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.
1.5. "***Customer Hardware***" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.
1.6 "***Effective Date***" means the date this Agreement is mutually executed (valid and enforceable) by both Parties.
1.7 "***Embedded Software***" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.
1.8 "***Flock Hardware***" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.
1.9 "***Flock IP***" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).
1.10 "***Flock Services***" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.
1.11 "***Footage***" means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 "***Integration Data***" means any distribution of data from a Customer requested third party integration.

1.13"***Installation Services***" means the services provided by Flock for installation of Flock Services.

1.14 "***Permitted Purpose***" means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.15 "***Retention Period***" means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.16 "***Term***" means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.17 "***Web Interface***" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***"Support Services"***).

2.4 **Updates to Platform.** Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 **Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this

Agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as ***"Customer Obligations"***).

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data ~~and~~ in order to perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Customer's grant of and Flock's license to use Customer Data does not include the use of such data for investigative purposes, except as authorized by Customer on a case-by-case basis. Flock does not own and shall not sell Customer Data.

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (**"*Customer Generated Data*"**). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

4.4 **Data Distribution**. Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, "Recipient"). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock's standard retention period and hereby provides consent to such retention period. Unless expressly listed in the Order Form, the provision, access, or use of any Application Programming Interfaces ("APIs") is not included under this Agreement. Any rights, licenses, or obligations related to APIs shall be governed solely by the terms set forth in the Order Form or a separate agreement between the parties.

4.5 Data Sharing with Department of Homeland Security. Except as required by law, judicial process, or where directly allowed by Customer, Flock shall not share any Customer Data with the Department of Homeland Security or any subagency thereof. Flock shall notify Customer of any sharing of Customer Data with the Department of Homeland Security.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's

business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality and performance of this Agreement. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party; or (e) was disclosed as required by the Minnesota Government Data Practices Act. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information, other than any such information that is required to be maintained by a records retention act or similar law, will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret, provided that the Disclosing Party has identified such information as trade secret, shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose

in Flock's sole discretion. Customer and Authorized End Users shall not: (i) directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover, or recreate the source code, object code or underlying structure, ideas or algorithm of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder, (ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vi) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees**. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net sixty (60) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock

shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 **Notice of Changes to Fees.** In the event of any changes to fees, Flock shall provide Customer with sixty (60) days notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 **Taxes.** To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the

breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business; In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival**. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a **"*Defect*"**), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond

Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER'S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies to be provided as Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED

THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWENTY-FOUR (24) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the

fees paid and/or payable for the services rendered under this Agreement in the preceding twenty (24) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware**. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (https://www.flocksafety.com/reinstall-fee-schedule). Customer will receive prior notice and confirm approval of any such fees.

10.4 **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 **Flock's Obligations**. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 **Compliance with Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether

written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Upon prior written consent by Customer, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and

interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if

different, below), if sent by certified or registered mail, return receipt requested. All notices must be provided to the email or mailing address listed in the Order Form.

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: _____

ATTN: _____

EMAIL: _____

EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (i) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (ii) Flock's Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Workers Compensation** insurance in accordance with statutory limits;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars ($5,000,000).

Agenda Section:	**Consent Agenda**
Meeting Date:	**May 12, 2026**

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Resolution for Renewal of Master Joint Powers Agreement (JPA) and Court Services Amendment with State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension

Action Requested: Motion
Form of Action: Contract/Agreement Resolution
Votes Needed: 3 Votes

Summary Statement:	The purpose of the Master JPA and Court Services Amendment is to allow for continued access to BCA data, systems, and tools for criminal justice purposes, through the BCA's criminal justice data communications network (CJDN).

Recommendations:	Adopt Resolution approving JPA and Court Amendment.

Applicable Deadlines:	This Agreement expires five years from the date it is effective.

Community Impact:	The renewal ensures our police officers maintain secure, real-time access to the Criminal Justice Information Network (CJDN), a critical tool for identifying public safety threats, recovering missing persons, and upholding the legal mandates for accurate criminal records management.

Legislative History:	Council last renewed the Master JPA at its meeting on April 13, 2021.

Strategic Priority:	**Staff Capabilities**

Fiscal Impact:

Financial Consideration?	**Yes**
Expenditure Amount:	$2,880
Financing Source:	**Budgeted**
Notes:	

Attachments:

1.	RESOLUTION
2.	New Brighton DPS Court Amendment 2026
3.	New Brighton DPS Master JPA 2026

RESOLUTION NO. _____

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF NEW BRIGHTON ON BEHALF OF ITS DEPARTMENT OF PUBLIC SAFETY

WHEREAS, the City of New Brighton on behalf of its Department of Public Safety desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of New Brighton on behalf of its Department of Public Safety, are hereby approved.

2. That the Director of Public Safety, Anthony S. Paetznick, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

3. That Kari Niedfeldt-Thomas, the Mayor for the City of New Brighton, and Terri Spangrud, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 12th day of May, 2026.

CITY OF NEW BRIGHTON

_____
By: Kari Niedfeldt-Thomas
Its Mayor

ATTEST:_____
By: Terri Spangrud
Its City Clerk

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the City of New Brighton on behalf of its Department of Public Safety ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract Number 287818, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions**. Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **"Authorized Court Data Services"** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA.

b. **"Court Data Services"** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. "**Court Records**" means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

i. "**Court Case Information**" means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.

ii. "**Court Confidential Case Information**" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.

iii. "**Court Confidential Security and Activation Information"** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.

iv. "**Court Confidential Information**" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. "**DCA**" shall mean the district courts of the state of Minnesota and their respective staff.

e. "**Policies & Notices**" means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber's use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. "**Rules of Public Access**" means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. "**Court**" shall mean the State of Minnesota, State Court Administrator's Office.

h. **"Subscriber"** shall mean the Agency.

i. "**Subscriber Records**" means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation**. Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection**. Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services**. The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks “MNCIS” and “Odyssey.”

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber’s receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

State of Minnesota
Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of New Brighton on behalf of its Department of Public Safety ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

1.1 Effective Date. This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.

1.2 Expiration Date. This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

2.1 General Access. BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of Access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these

methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal Systems Access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Governmental Unit Policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system**,** and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at https://bcanextest.x.state.mn.us/launchpad/.

2.5 Governmental Unit Resources. To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data, available on the CJIS Launch Pad using the link above in section 2.4.

2.6 Access Granted.

A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.

2.7 Future Access. On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on Access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes Prior Agreements. This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to Update Information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction Record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause

7, there must be a method of identifying which individual users at the Governmental Unit conducted a particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. § 299C.46. Under the BCA's CJDN Fee Structure, the BCA will bill the Governmental Unit annually in the amount of Two Thousand Eight Hundred Eighty and 00/100 Dollars ($2,880.00). The annual charge may be modified to reflect the appropriate charges required under the BCA's CJDN Fee Structure, including applicable fees for VPN access.

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Katie Meiers, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue Saint Paul, MN 55106
Telephone:	651-793-2425
Email Address:	Kathryn.Meiers@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his successor:

Name:	Anthony Paetznick, Director
Address:	785 Old Highway 8 NW New Brighton, MN 55112
Telephone:	651-288-4100
Email Address:	Tony.Paetznick@newbrightonmn.gov

5 Assignment, Amendments, Waiver, and Agreement Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Agreement Complete. This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.

7.4 If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Governmental Unit. The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

8.2 Court Records. If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

9.1 Investigation. The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.

9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement

immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement

By: _____

Date: _____

ADMIN ID: _____

Agenda Section:	**Consent Agenda**
Meeting Date:	**May 12, 2026**

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consideration of Dry Ice Cleaning and Painting of Public Works Garage and Parks Maintenance Garage

Action Requested: Motion
Form of Action: Contract/Agreement
Votes Needed: 3 Votes

Summary Statement:	Staff has solicited a quote from Swanson and Youngdale to dry ice clean and paint the Public Works Garage and the Parks Maintenance Garage. Swanson and Youngdale will use dry ice to remove all the years of dirt and loose paint before recoating the ceilings, walls, mezzanine ceiling, and mezzanine railings.

Recommendations:	Authorize the Director of Community Assets and Development to enter into a service agreement with Swanson and Youngdale to dry ice clean and paint the Public Works Garage and Parks Maintenance Garage.

Applicable Deadlines:	NA

Community Impact:	Continued maintenance and preservation of our public assets.

Legislative History:	None

Strategic Priority:	**City Assets**

Fiscal Impact:	

Financial Consideration?	**Yes**
Revenue/Expenditure Amount:	$ 164,678.00
Financing Source:	**Budgeted**
Notes:	

Attachments:	

1.	City of New Brighton- Public Works Garage Painting
2.	City of New Bridhton- Parks & Rec Garage Painting

Swanson & Youngdale, Inc.
6565 West 23rd Street
Minneapolis, Minnesota 55426-0070

Phone: 952.545.2541
Fax: 952.545.4435

February 13, 2026

Eric Volk
City of New Brighton
700 5th Street New Brighton
New Brighton, MN 55112

Public Works Garage Painting
New Brighton, MN

Ceiling Painting:	$82,345
Wall Painting:	$21,384
Total:	$103,729

Work to Include:
- Dry Ice blast clean and apply 1 coat acrylic dry fall paint to ceiling
- Painting ceiling conduit, pipe and ductwork to match adjacent surfaces
- Painting previously painted walls with one coat of acrylic paint. Includes 1 color break in wall.

Does not Include:
1 Temporary heat, climate control or weather protection
2 Working nights, weekends or holidays
3 Working with lead based paint or hazardous materials
4 Painting handrail at mezzanine
5 Painting walk way doors and frames
6 Dry ice blasting walls
7 Moving owner's furnishings

Notes:
1 This proposal is based on completing work prior to May 1, 2027
2 Option Add: $375 per each 3'x7' HM door/ frame

If you have any questions regarding this matter, please feel free to contact me.

Joe Dagenais
joe.dagenais@syinc.us
612-919-0500

Swanson & Youngdale, Inc.
6565 West 23rd Street
Minneapolis, Minnesota 55426-0070

Phone: 952.545.2541
Fax: 952.545.4435

February 13, 2026

Eric Volk
City of New Brighton
700 5th Street New Brighton
New Brighton, MN 55112

Parks & Rec Garage Painting
New Brighton, MN

Ceiling Painting:	$35,081
CMU Wall Painting:	$16,971
Underside of Concrete Deck:	$4,685
Steel Beam, Columns and Railing:	$4,212
Total:	$60,949

Work to Include:
- Dry Ice blast clean and apply 1 coat acrylic dry fall paint to ceiling
- Painting ceiling conduit, pipe and ductwork to match adjacent surfaces
- Block filling bare CMU and painting all CMU walls with one coat of acrylic
- Painting the underside of the concrete deck with one coat of acrylic
- Painting steel beam, columns and mezzanine railing with one coat of enamel

Does not Include:
1 Temporary heat, climate control or weather protection
2 Working nights, weekends or holidays
3 Working with lead based paint or hazardous materials
4 Painting walk way doors and frames
5 Dry ice blasting substrates other than ceiling
6 Moving owner's furnishings

Notes:
1 This proposal is based on completing work prior to May 1, 2027
2 Option Add: $375 per each 3'x7' HM door/ frame

If you have any questions regarding this matter, please feel free to contact me.

Joe Dagenais
joe.dagenais@syinc.us
612-919-0500

Agenda Section:	**Consent Agenda**
Meeting Date:	**May 12, 2026**

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Quote for NBCC Parking Lot Mill and Overlay

Action Requested: Motion
Form of Action: Contract/Agreement
Votes Needed: 3 Votes

Summary Statement:	The purpose of this item is to obtain council approval of a quote received from Bituminous Roadways, Inc. for the mill and overlay of selected parking lots and access road at the Community Center. The Community Center and associated parking lots were originally constructed in 1994 and have been maintained over the years through seal coating. After 32 years, the pavement has exceeded its expected life cycle and is now experiencing deterioration, requiring frequent and substantial patching to maintain safety and usability. The proposed mill and overlay will include installation of a new bituminous surface and is expected to extend the pavement's service life by 10 years or more. The City is currently looking at future large-scale improvements to the NBCC. Therefore, we are only recommending a mill and overlay, versus the higher-cost full replacement.

	Two quotes for the parking lot mill and overlay were received from local contractors, as summarized below: Bituminous Roadways, Inc. $146,539.00 North Valley, Inc. $156,164.07

Recommendations:	Approve the quote from Bituminous Roadways, Inc. in the amount of $146,539.00.

Applicable Deadlines:	None

Community Impact:	Ensuring high-quality parking lots through effective maintenance.

Legislative History:	None

Strategic Priority:	**City Assets**

Fiscal Impact:

Financial Consideration?	**Yes**
Revenue/Expenditure Amount:	$146,539.00
Financing Source:	**Budgeted**
Notes:	

Attachments:

1.	Bituminous Roadways, Inc. Quote - NBCC
2.	North Valley, Inc. Quote - NBCC

Bituminous Roadways, Inc.

Your Preferred Pavement Partner Since 1946

1520 Commerce Drive | Mendota Heights | MN | 55120
651-686-7001 (P) | 651-687-9857 (F)
www.bitroads.com | info@bitroads.com

To:	CITY OF NEW BRIGHTON	**Contact:**	
Address:	803 OLD HWY 8 NW	**Phone:**	
	NEW BRIGHTON, MN 55112	**Email:**	
Project Name:	NEW BRIGHTON COMMUNITY CENTER	**Bid Number:**	
Project Location:	400 10TH STREET NW, NEW BRIGHTON, MN	**Bid Date:**	5/1/2026

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	10	MOBILIZATION	1.00	LS	$8,500.00	$8,500.00
	21	REMOVE AND REPLACE CURB AND GUTTER (T) - Remove Existing Curb & Gutter, Subsoils & Dispose Of Off Site. - Furnish And Install __ LF B612 Concrete Curb And Gutter Over Existing Class 5 Base Aggregate.	200.00	LF	$50.00	$10,000.00
	30	MILL BIT SURFACE (1.5")	11,200.00	SY	$2.40	$26,880.00
	40	BIT PATCHING MIXTURE (T)	30.00	TON	$240.00	$7,200.00
	50	SPWEB240B	925.00	TON	$85.00	$78,625.00
	60	TRAFFIC CONTROL	1.00	LS	$550.00	$550.00
	70	4" SOLID LINE MULTI COMP	4,400.00	LF	$2.50	$11,000.00
	80	CROSSWALK MUILTI COMP	200.00	SF	$11.00	$2,200.00
	90	PAVEMENT MESSAGE	8.00	EACH	$198.00	$1,584.00

Total Bid Price: $146,539.00

Notes:

- All work to be completed in 2026.
- Proposed Work Does Not Include: Landscape Restoration, Irrigation Repair/Restoration, Private Utility Locates/Repairs, Sub-soil Corrections, Erosion Control, Towing Charges, Permits and Fees, Multiple Mobilizations, Surveying or any Unforseen Conditions, Guarantee on drainage or ponding of water on lots with less than 1% slope. No epoxy or thermoplastic striping.
  If wear course is to be placed after October 31, Bituminous Roadways cold weather paving advisory will need to be signed.
- Noted Addn: None
- For more information: www.bitroads.com

Payment Terms:

This proposal is subject to credit approval and is valid for 10 calendar days, after which time price quotes may be withdrawn without notice.
This quote is based on standard AGC subcontract language and shall become a rider to any contract.

Payment due upon receipt of invoice. A finance charge of 1 1/2% per month (18% per year) will be charged on any balance over 30 days past invoice date, unless otherwise agreed upon in writing. We gladly accept Visa, Mastercard, Discover & American Express.

https://bitroads.com/About-Us/75th-Anniversary

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **BITUMINOUS ROADWAYS, INC. - MENDOTA HEIGHTS** **Authorized Signature:** _____ **Estimator:** Paul Hildestad 952-250-2898 Paul.Hildestad@bitroads.com

NORTH VALLEY inc

Contact: **LES BLOOM**
Phone:
Fax:

Quote To: NEW BRIGHTON

Phone:
Fax:

Job Name: COMMUNITY CENTER M & O
Date of Plans: 04/24/2026
Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	MOB	1.00	LS	4,220.38	4,220.38
20	REMOVE & REPLACE C & G	200.00	LF	59.90	11,980.00
30	MILL BIT 1.5"	11,200.00	SY	2.51	28,112.00
40	PATCHING	30.00	TN	201.49	6,044.70
50	1.5" SP 9.5 WEAR 240B	925.00	TN	97.21	89,919.25
60	TRAFFIC CONTROL	1.00	LS	1,361.42	1,361.42
70	4" SOLID LINE MULTI COMP	4,400.00	LF	2.45	10,780.00
80	CROSSWALK MULI COMP	200.00	SF	10.89	2,178.00
90	PAVMT MESSAGE MULI COMP HANDICAP SYMBOL	8.00	EA	196.04	1,568.32

GRAND TOTAL **$156,164.07**

NOTES:

BOND IS INCLUDED, CANNOT DEDUCT FOR ONE
NO TRAFFIC CONTROL
PRICE INCLUDES TAX
RETAINAGE HELD PER OWNERS SPECIFICATIONS
THIS QUOTE IS PER THE AGC STANDARD SUB-CONTRACT AGGREEMENT FOR HIGHWAY/HEAVY-INDUSTRIAL DIVISION (1956 EDITION, REVISED 1966, REVISED 1980 AND RIDER 1986 REVISION)
UPON REQUEST, NORTH VALLEY, INC. SHALL BE PROVIDED WITH THE LEGAL DESCRIPTION OF THE PROPERTY, THE NAME AND ADDRESS OF THE OWNER.
NORTH VALLEY, INC. SHALL NOT BE OBLIGATED TO COMMENCE OR CONTINUE SUBCONTRACT WORK UNLESS ADEQUATE ASSURANCE OF PAYMENT IS RECEIVED.
QUOTE MAY BE WITHDRAWN IN TEN DAYS.
RESPONSIBLE CONTRACTOR DOCUMENTATION AVAILABLE UPON REQUEST.
BID IS FOR ITEMS AND MATERIALS LISTED ABOVE ONLY. PRICES GOOD FOR "2026" ONLY.

Agenda Section:	**Public Hearings**
Meeting Date:	**May 12, 2026**

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider a Resolution Approving a Partial Vacation of 8th Avenue SW

Action Requested: Resolution
Form of Action: Public Hearing
Votes Needed: 4 votes

Summary Statement:	This public hearing and the first business item are related and are listed separately on the agenda only because the right-of-way (ROW) vacation requires a public hearing, while the site plan does not. To streamline the presentation, staff will address both items during the public hearing to provide full context for the requested ROW vacation. For this portion of the discussion, Ramsey County, Clearscape/DJ's Landscaping, and DCAD staff are all recommending a partial vacation of 8th Avenue SW as doing so better serves the public over the long-term and saves the community thousands of dollars in maintenance costs in 2026 and beyond.

Recommendations:	Approval of the proposed partial ROW vacation with conditions.

Applicable Deadlines:	None

Community Impact:	The portion of 8th Avenue SW proposed for vacation only serves the DJs landscape property. Vacating the *roadway* portion of the ROW will save taxpayers money for maintenance in the short term and replacement costs over the long-term. The city will retain its easement for drainage and utility purposes as part of this vacation, and the landowner agrees to take on all costs for repair of their parking lot should the area ever need to be disturbed in the future to fix underground utilities.

Legislative History:	None.

Strategic Priority:	**Financial Sustainability** **Economic Development**

Fiscal Impact:

Financial Consideration?	**No**
Revenue/Expenditure Amount:	$
Financing Source:	**N/A**
Notes:	

Attachments:

1.	Vacation Exhibit
2.	Staff Report
3.	Engineering Memo
4.	Resolution
5.	Mailing Map
6.	Zoning Map
7.	Clearscape Narrative

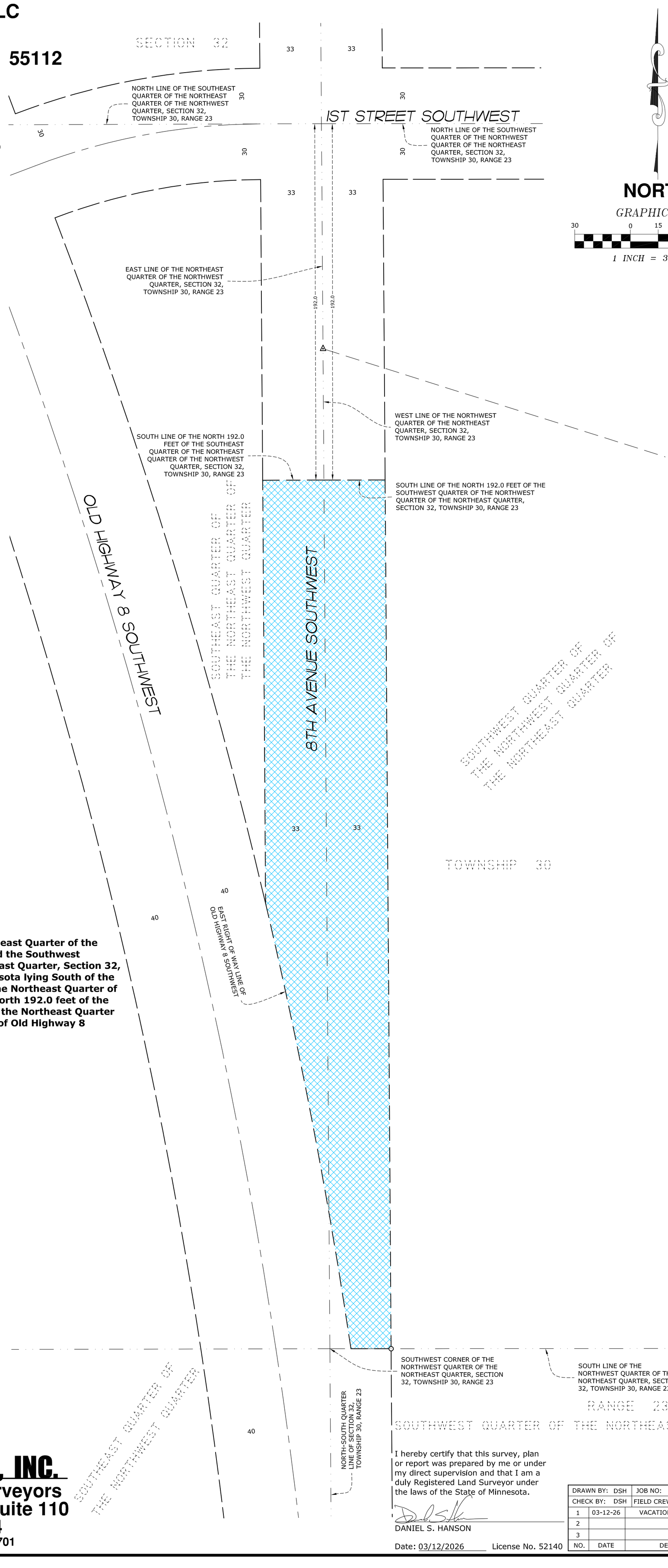
	8.	Clearscape Civil Plans
	9.	SWD Report

VACATION EXHIBIT

~for~ DJ NEW BRIGHTON LLC
~of~ 8TH AVENUE SW
NEW BRIGHTON, MN 55112

LEGEND

- ● DENOTES IRON MONUMENT FOUND AS LABELED
- ○ DENOTES IRON MONUMENT SET, MARKED RLS# 52140
- ◬ DENOTES SET PKNAIL
- DENOTES VACATION AREA



NORTH

GRAPHIC SCALE

30 0 15 30 60

1 INCH = 30 FEET

VACATION DESCRIPTION:

That part of 8th Avenue Southwest in the Southeast Quarter of the Northeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of the Northeast Quarter, Section 32, Township 30, Range 23, Ramsey County, Minnesota lying South of the North 192.0 feet of said Southeast Quarter of the Northeast Quarter of the Northwest Quarter and lying South of the North 192.0 feet of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter and lying East of the Easterly Right of way line of Old Highway 8 Southwest.

E. G. RUD & SONS, INC.
EST. 1977
www.egrud.com
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

DANIEL S. HANSON

Date: 03/12/2026 License No. 52140

DRAWN BY: DSH	JOB NO: 251314LS	DATE: 12/18/2025	
CHECK BY: DSH	FIELD CREW: BH/CB		
NO.	DATE	DESCRIPTION	BY
1	03-12-26	VACATION AREA CHANGED	DSH
2			
3			

S:\RUD\CAD\25PROJ\251335ED\251335ED ROAD VACATION.DWG

Planning Report

Site Plan Amendment Review

To: **City Council**

From: Ben Gozola, *Assistant Director of Community Assets & Development*

Meeting Date: **5-12-26**

Applicants: Clearscape Holdings LLC

Main Contact: **Josh Fox, DJs Landscape Management**

Location: 125 and 175 Old Highway 8

Zoning: **I-1**

Introductory Information

Project: Clearscape Holdings LLC is back before the City to once again seek changes to their previously approved Conditional Use Permit (CUP) and site plan from 2021. This will be the fifth such plan to come forward, but we believe this is will be the final iteration we'll need to review. Up until now, the evolving economics of parking lot and stormwater pond construction were a major impediment to getting this project completed. Since the last application, DJs Landscape Management has acquired Clearscape which infuses capital needed to complete this work.

History:

- Pre 2021: D-Rock, a local landscaping company, was located on this site, but was sold in 2020 when the owners retired.
- Feb 2021: Special use permit approved for Clearscape Holdings LLC to locate on the property without a retail component. Property was intended to be used as a staging ground for the company's operations throughout the metro.
- March 2021: Clearscape Holdings LLC examines their new space after move in and determines there is value in remodeling and maintaining D-Rock's small retail node. SUP amendment proposed and approved.
- April 2021 – October 2024: Clearscape Holdings LLC fails to make required improvements to the site despite oversight and pressure from the City. Per the landowner, engineering changes required by the Watershed district pushed site plan costs to an unacceptable level, so alternative solutions were pursued throughout 2021.
- 2022 & 2023 – staff pushed for completion of the project, but economics following COVID did not allow the company to proceed.

(cont.)

- 2024 – Clearscape proposes an amendment that all parties believe will work, but the application is forced to be withdrawn at the last minute when it was discovered the front lot line shown on the plans was not correctly located, and corrections would render the proposed solution illegal.
- 2025 – revised plans are finally received and approved to reconfigure the parking lot and stormwater retention pond. Following approval, Clearscape continued to run up against a financial hurdle to complete the work and the project stalled yet again.
- Late 2025 – DJ's Landscaping Management acquires Clearscape which brings necessary capital to the site to complete all needed work. DJ's would like to increase the size of the parking lot though and has other solutions in mind, so both sides agreed that planning could occur over the winter months (when work wouldn't be completed anyway) to allow a new solution to come forward in the spring of 2026.
- November 3, 2025 – New Zoning Code takes effect. The new code makes landscaping businesses a permitted rather than conditionally permitted use in the IL zoning district. Accordingly, this review is transitioning from a CUP/site plan review to only a site plan amendment in 2026.
- April 21, 2026 – The Planning Commission reviews the latest plan and recommends conditional approval.

Request(s):

- **Site Plan Amendment to authorize a new site plan, revised screening, new parking lot configuration, and new stormwater ponding solution for the properties at 125 & 175 Old Highway 8.**
- **ROW vacation for a portion of 8th Avenue SW south of the county ditch.**

General Findings

Site Data:

- Existing Lot Size = 4.2 acres (183,301 sq ft)
- Existing/Previous Uses – DJ's Landscape Management/Clearscape
- Existing Zoning – I-1
- Property Identification Number (PID): 32-30-23-12-0019 and 32-30-23-12-0026

Comp Plan Guidance:

- The 2040 Comprehensive Plan guides this property for Light Industrial (I-1). Landscaping Services is a use consistent with the light industrial land use guidance, and such uses have been on this land for over 30 years.

808
750
320
720
1ST ST SW
OLD HWY 8 SW
11TH AVE SW
761
717
125
175
191
213
215
201
219
221
2024 Aerial Photo
Site Location
Location within the City of New Brighton
SITE IDENTIFICATION MAP
125 & 175 Old Hwy 8 SW
NEW BRIGHTON

Notable Code Definitions: n/a

Applicable Codes:

- **Zoning Code Chapter 2, Section 2.4(D), Conditional Use Permits**
  Outlines the process for reviewing CUP applications.
- **Zoning Code Chapter 3, Section 3.6(D), Light Industrial District (IL)**
  Established setbacks and standard requirements for IL lot development.

Applicant's Narrative:

January 2026 Update.

Since our original approval in 2021, Clearscape Outdoor Services has undergone some internal restructuring, including the hiring of a new General Manager, Dan Steuernagel, who now serves as the Regional Director. Additionally, there is new ownership in DJ's Landscape Management that came into the fold in September of 2025. As a part of our goal at DJs, we are looking to ensure that we invest in this facility for the long-term functionality of the business. With these operational insights and leadership adjustments, we are now moving forward with the necessary site improvements to ensure that the New Brighton location be a home for our growing team for years to come.

We understand this is the 4th time you will see this with changes and are confident that what is now being presented will meet our long-term goals and needs to serve the Greater New Brighton Area. New ownership brings new insight, with two (2) other locations in Minnesota and fifteen (15+) in other States, being originally Michigan based. The vacation of 8th Avenue, which currently functions as a private drive for the facility, and being able to utilize this as on-site parking, which we will maintain, will greatly enhance the functionality of the site and make a viable long-term solution and home for operations in the area. The retail component of the business ceased at the end of 2025, and this will be a single private facility on a go forward basis. This strategic focus will reduce unnecessary ingress and egress traffic flow and allow a cleaner and more operational focused set up for the site.

Site Plan Review

In General:

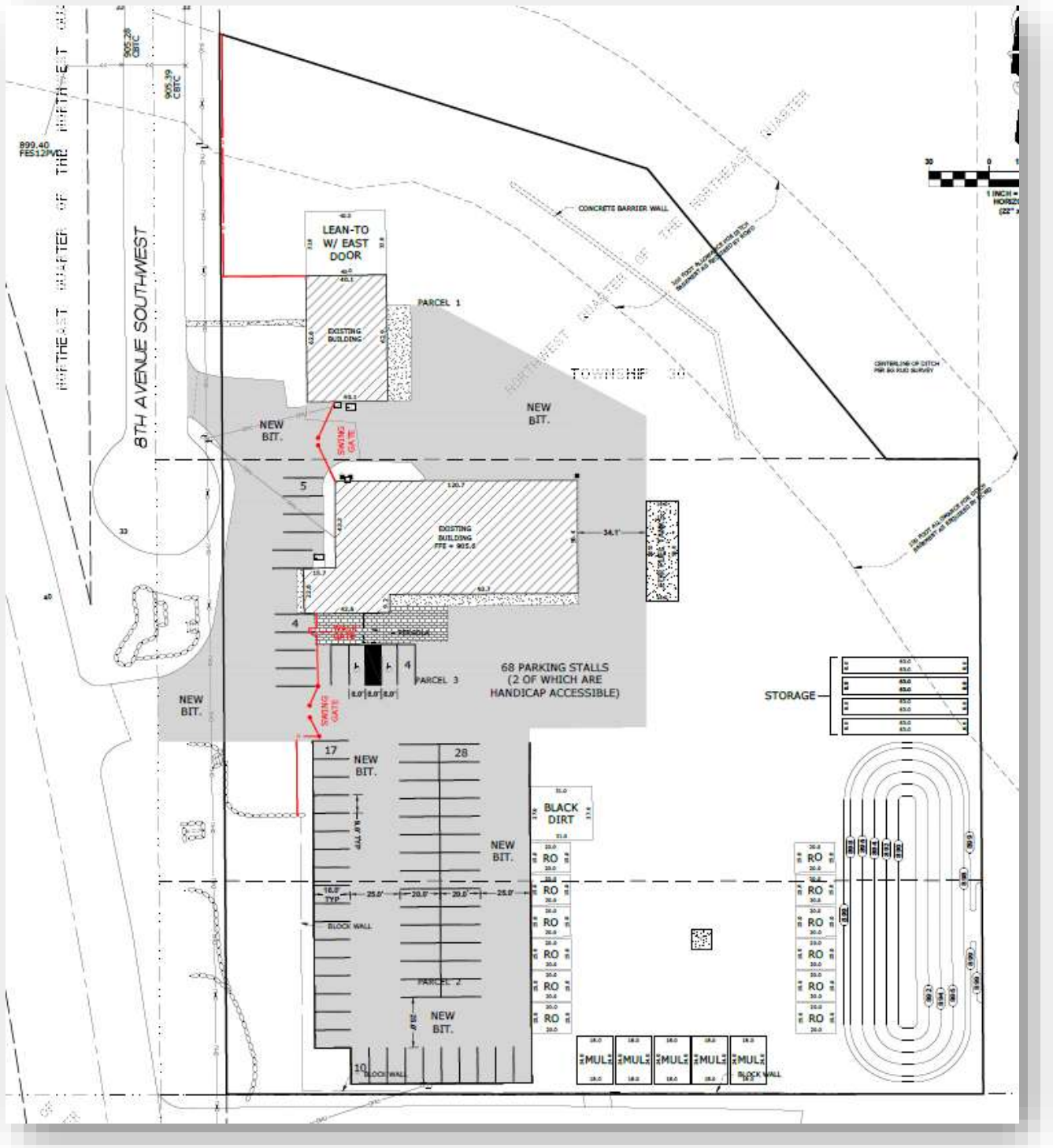
- The revised plan before the City reimagines the site by pushing all parking to the western edge of the property necessitating the vacation of the portion of 8th Avenue that only serves this property. Agreements with the County are in process to allow proposed parking being shown in the NW corner of the property.

Existing Conditions:

- The former D-Rock operation (closed in 2020) largely used these grounds for storage of materials and vehicles despite never obtaining an CUP. Clearscape corrected that oversight with the approval of a CUP 2021 and has largely maintained the former use of the property sense that time.

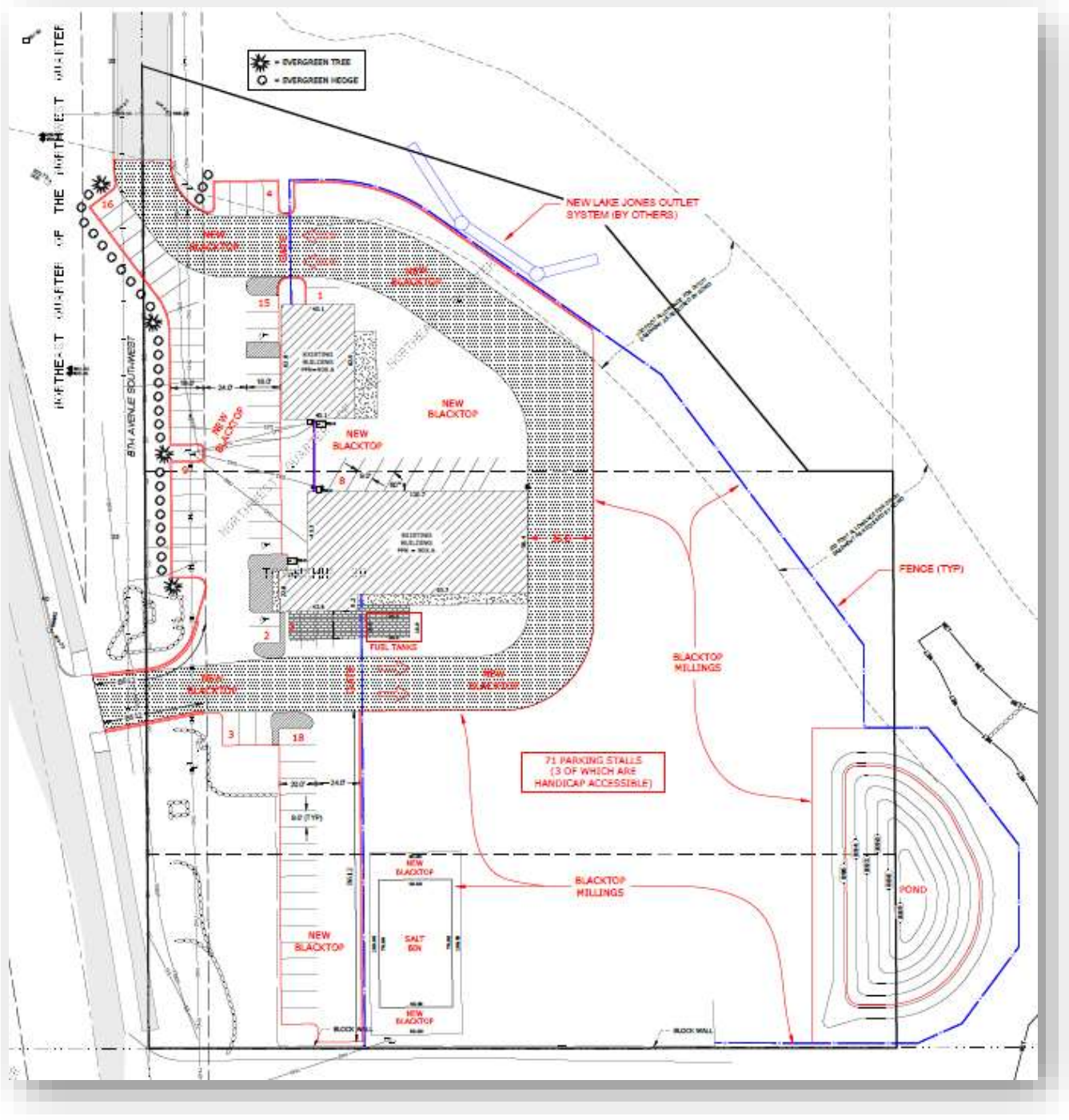
PREVIOUSLY approved plan (2025)

- All parking (68) spaces are inland to the site and largely south of the primary building
- Ponding is accommodated in the SE corner of the site.



Currently PROPOSED plan (2025)

- Parking is increased (76 spaces) and is moved to the western side of the site presuming a successful request to vacate the portion of 8th Avenue NW that only serves this property.
- Ponding is still accommodated in the SE corner of the site but is expanded out into an easement on the adjacent property.
- The redesign maximizes yard space for equipment, increases parking, and eliminates unnecessary future public roadway expenses (i.e. a mill & overlay scheduled for this spring will be cancelled).



Proposed Site Plan Updates:

Main changes proposed to the site plan in 2025 include:

- The existing fencing, gates, and pillars that provide very little screening will still be removed and replaced by chain link with a privacy screen with a grams per square meter level of 200 or more to provide 95%+ opacity. The existing block wall will remain in place.
- New blacktop will be introduced throughout the site, and blacktop millings will be used to provide additional surfacing to the hard-packed dirt portion of the site.
- Three new gates (rather than two) will be added at the access points to the yard.
- A new 70' x 40' salt bin will be added along the southern property line just to the east of the southern parking lot area. The salt bin will be surrounded by a 100' x 50' area of new blacktop.
- The required stormwater pond will be constructed in the SE corner of the property, but will extend onto the adjacent land via an easement. Must get confirmation of the easement for the drainage pond.

Building Materials / Height:

- No changes are currently proposed to the height of any existing building.
- Building materials are not proposed to change on either existing building. If future updates are ever proposed, materials must meet any code requirements in place at the time of the improvement.
- The proposed salt bin structure will need to be conforming to height standards for the IL zoning district (40').

Landscaping:

- The new parking lot areas along Old Highway 8 must be screened with landscaping as proposed in the plans provided. Distribution of landscaping materials as shown will be compliant with requirements for the IL zoning district.

Lighting:

- While no new lighting is proposed for the site, any problems with existing lighting that are later identified shall be brought into compliance with code requirements.
- Should changes in lighting be proposed, the applicant must ensure that lighting is directed downward and installed to prevent direct light from being detectable at all lot lines. Lighting is also not to shine directly into the public right-of-way.

Lot Access:

- The access points to the property will not physically change. There will still be one access point off of Old Highway 8, and one access point off of 8th Avenue SW. With the vacation of 8th Avenue south of the County ditch as proposed, the access point off of 8th will technically move north to where the ROW ends following vacation.

(cont.)

- The retail component of this site, previously authorized in 2021, was closed at the end of 2025. This site plan update will remove retail as an authorized part of the site plan, so customer traffic will no longer be a concern moving forward.

Water System(s):

- The site has access to Municipal water, and there are no engineering or public works concerns on water usage.

Sanitary System(s):

- The site has access to Municipal sewer, and there are no engineering or public works concerns regarding sewer capacity or usage.

Storm water / Grading / Erosion:

- On 4/15/26, the RCWD received the final pieces of information needed for intake of a new permit application on their end. Their permitting process will run concurrently with this City review and will likely conclude after a City decision has been rendered. As a condition of site plan approval, the applicant must address all comments and outstanding items for the RCWD prior to initiating site improvements.
- Containment of site materials from entering the nearby creek/ditch to the north & east of this site will continue to be a top priority for the City and the Watershed District. As a condition of approval, the applicant must agree to install mitigation measures to contain and prevent materials from leaving the site as may be needed now or in the future.
- The applicant shall be required to address stormwater concerns if unforeseen issues arise (or become foreseeable) as a result of the on-site storage of equipment or materials.
- Because a portion of the site will continue to be unpaved, vehicle tracking of dirt into the ROW is possible. As a condition of approval, the applicant must either make improvements to the site to keep tracking from being a problem, or must agree to paying for street sweeping services whenever directed to do so by the City.

Signage

- Any sign changes on the building and/or site will need to be reviewed and approved via a separate sign permitting process.

Fire/Safety:

- Public safety did not identify any issues with access or emergency vehicle movements; however, the applicant will be required to make contact with the new Fire Marshall Jeremy Berger to discuss and resolve emergency access to the site through the gated entry points.

(cont.)

- With a portion of 8th Avenue SW proposed for removal and replacement with a parking lot, there may be an opportunity for a new fire hydrant to be installed in front of this property to greatly improve fire protection for the facility. While not something the City will mandate, the property owner should note that the nearest hydrants to this site are approximately 500 feet to the north and south which will impact response times to this address. The property owner is advised to consider adding a hydrant at some point.

Fencing:

- Final aesthetic details of the proposed (opaque) screening fence panels and the slatted gate panels shall be administratively approved by DCAD staff before installation occurs to ensure the final designs are acceptable for the intended purpose. These example shown on the left below is taken from the applicant's narrative to illustrate the intended privacy screen to be used. To ensure it provides screening that would meet code requirements, staff is recommending a condition that the grams per square meter of the material be a minimum of 200. The example gate photo on the right illustrates the gate type of closely arranged posts that can be acceptable for this purpose (allows visibility when viewed straight-on for safety but provides screening when viewed at an angle. Final designs and specs of both the screening fence and gate must be approved by DCAD prior to purchase and installation.

Hours of Operations:

- Hours of operation will not change from previous approvals. The facility is open from 7:30 a.m. to 4 p.m. Monday through Friday, and 8 a.m. to 3 p.m. on Saturdays.
- Future Sunday operations may be added in the future.
- Staff has no concerns with the noted hours of operation.

Parking & Traffic:

- The new parking lot will create 76 parking stalls for use by employees and customers with the following breakdown:
  - Employee spaces: 73
  - Handicapped spaces: 3
- The eastern portion of the site will be used for the outdoor storage of landscaping equipment much as it historically has been used. Equipment would include detachable snow plows, snow blowers, leaf cleanup machines, tractors, work trucks, utility trailers, etc.
- All business related parking must be on-site.
- No on-street employee parking shall occur along the portion of 8th Ave SW that is still within public right-of-way.
- Ramsey County traffic engineers provided the following comments. Requested data shall be provided to the County as a condition of approval.
  - Developer should provide turning movement counts (TMCs) at the intersection of 9th Ave SW-1st St. SW and Old Hwy 8 as well as anticipated changes to those turning movements, post-parking lot implementation. No crash condition exists within the vicinity of this project (7 crashes in 10 yrs., none fatal or serious) and would like to ensure that new traffic patterns don't negatively impact safety.
  - Anticipated egress/ingress volumes at both entrances should be estimated/analyzed, based on existing employees/patronage/patterns.

Sidewalks & Trails:

- There are no sidewalks in this area nor are there any planned or needed.

Development Phasing:

- The project will be constructed in a single-phase following approval.

Supplementary Review & Public Comment

Additional Information:

- None

Engineering Review:

Engineering comments on this latest application are:

General – Site Improvements

1. The plan submitted includes a note that unless otherwise noted, all curb shall be bituminous curb. Per the city zoning code, all off-street driving, loading, and parking areas shall be constructed with poured-in-place concrete curb.
2. The owner shall be responsible for coordinating with private utility providers to relocated their facilities into city or county owned right-of-way or easements.
3. Owner to provide aesthetic details for the proposed fence.
4. Owner to contact the New Brighton Fire Marshall to discuss emergency access to the stie through the gated entry.
5. Provide a narrative of spill control practices for equipment stored near the creek. Additional perimeter control adjacent to the creek may be required pending review by city staff.
6. Owner to provide signage, subject to City approval, on 8th Avenue SW and 1st Street SW indicating that it is now a private drive.

Storm Sewer

1. The existing storm sewer system located on 8th Avenue SW (two catch basins and associated piping that conveys stormwater to the drainage pond adjacent to Old Highway 8) shall now be considered private. Ownership and maintenance of this system shall be the responsibility of the owner.
2. Appropriate plantings/seeding shall be identified for the proposed storm sewer basin.
3. Owner to continuously monitor vehicle tracking of dirt/mud from their property onto public streets. If vehicle tracking is observed, it shall be swept and removed within 24 hours.
4. The owner and engineer have coordinated with the Rice Creek Watershed District and satisfied all applicable requirements. Prior to the start of construction, the owner shall obtain a Construction Stormwater Permit from the MPCA.

Conditions to address each of these concerns have been outlined in this report or have been added to the list of recommended conditions for this application.

Public Safety Dept Comments:

- As previously noted, the applicant will be required to make contact with the new Fire Marshall Jeremy Berger to discuss and resolve emergency access to the site through the gated entry points.

Public Comments:

- Staff has not received any feedback from surrounding property owners as of 5/7/26, and there were no speakers at the 4/21/26 public hearing.

Planning Commission Review:

- The Planning Commission held a public hearing on this matter at their meeting on April 21, 2026. No speakers came forward.
- The Planning Commission reviewed all materials and believed this plan would finally move things forward and finalize the site for years to come. The Commission recommended unanimously to approve the plan with conditions. **Staff concurs with this recommendation.**

Conclusion:

The application is requesting a site plan amendment to authorize a new configuration of uses on the site, revised screening, a new parking lot configuration, and a new stormwater ponding solution for the properties at 125 & 175 Old Highway 8

***Council Options**:*

The City Council has the following options:

A) APPROVE THE REQUESTS based on the applicant's submittals and findings of fact.

B) DENY THE REQUESTS based on the applicant's submittals and findings of fact.

C) TABLE THE ITEMS and request additional information.

Based on an application date of 3/24/26, the 60-day review period for this application expires on 5/23/26. This deadline can be extended an additional 60 days if more time is necessary.

Initial Motion for Debate:

- Consider a resolution to approve a Site Plan Amendment Authorizing Outdoor Storage of Landscaping Materials and Equipment and Construction of a New Salt Shed at 125 & 175 Old Highway 8 SW.

Resolution Findings of Fact:

1. The proposed outdoor storage and site plan changes will not be detrimental to the public health or general welfare provided all materials are stored per the approved site plan and all conditions are met;
2. The proposed storage and site plan changes will not impact the use of surrounding properties, and will not impact surrounding property values provided all conditions are met;
3. The proposed site plan changes will not have any impact on the normal and ordinary development of surrounding properties;

(cont.)

4. The subject site is adequately served by municipal utilities and infrastructure;
5. The proposed use can conform to all underlying zoning district requirements.

Resolution Conditions:

1. Engineering comments in the April 14, 2026, engineering memo shall all be addressed.
2. The applicants shall provide the City with documentation showing an easement is in place to allow construction of the proposed drainage pond on the adjacent property to the east.
3. The proposed salt bin structure shall be conforming to height standards for the IL zoning district (40').
4. The property owner shall provide requested traffic data to the county before beginning improvement work, and shall agree to work with DCAD staff and/or County staff on revisions to traffic flow to and from the site if safety on public roadways ever becomes a concern.
5. Lighting on the site and building shall be directed downward and be installed so as to prevent direct light from being detectable at all lot lines. Lighting is also not to shine directly into the public right-of-way. Any problems with existing lighting that are later identified shall be brought into compliance with code requirements.
6. The applicants shall provide a narrative of spill control practices for equipment and materials stored near creek and come to an agreement with DCAD staff on final mitigation measures to contain and prevent materials from leaving the site and entering the creek/ditch as may be needed (both now and in the future).
7. The applicant must obtain all necessary permits and address all comments and outstanding items for the RCWD prior to initiating site improvements.
8. The applicant shall be required to address stormwater concerns if unforeseen issues arise (or become foreseeable) as a result of the on-site storage of equipment or materials.
9. The applicants shall stripe the new employee parking lot and customer spaces per the approved plan upon completion of paving.
10. The applicant must either make further site improvements to eliminate the tracking of dirt into the public rights-of-way, or the owner must continuously monitor vehicle tracking of dirt/mud into the public streets, and if tracking is observed, it must be swept/removed/cleaned within 24 hours.

(cont.)

11. The applicant shall make contact with the Fire Marshall to discuss and resolve emergency access to the site through the proposed gated entries.

12. The applicant shall consider the installation of a new fire hydrant in front of the property when completing parking lot improvements to improve fire safety for this site.

13. The applicant shall ensure that the arrangement of vehicles and materials within the outdoor storage area allow for large vehicle turning movements within that portion of the site.

14. The applicants will provide the fire marshal with updated Material Safety Data (MDS) sheets as may be needed.

15. Sign changes on the building and/or site will need to be reviewed and approved via a separate sign permitting process.

16. Final aesthetic details of the proposed (opaque) screening fence panels and the slatted gate panels shall be administratively approved by DCAD staff before purchase and installation to ensure the final designs are acceptable for the intended purpose (grams per square meter for the screening material should be a minimum of 200, and poles on gates shall be closely spaced such that the gates appear to be opaque unless viewed head-on).

17. All business-related parking shall be required to park on-site. On-street employee parking along the remaining portion of 8th Ave SW shall be discontinued following completion of the on-site employee parking lot.

18. Easements for public utilities, to the satisfaction of the City Attorney, shall be provided concurrently with the vacation of a portion of 8th Avenue SW. Failure of the concurrent right-of-way vacation to be approved shall render this site plan approval void.

cc: Josh Fox, DJs Landscaping
Dan Steuernagel, Clearscape General Manager

interoffice

MEMORANDUM

[redacted]

to: Ben Gozola, Assistant Director of Community Assets and Development
from: Dustin Lind, Engineering Supervisor
subject: Clearscape Outdoor Service
date: April 14, 2026

The Engineering Department has reviewed the site plan for Clearscape Outdoor Services, and we offer the following comments:

General – Site Improvements

1. The plan submitted includes a note that unless otherwise noted, all curb shall be bituminous curb. Per the city zoning code, all off-street driving, loading, and parking areas shall be constructed with poured-in-place concrete curb.

2. The owner shall be responsible for coordinating with private utility providers to relocated their facilities into city or county owned right-of-way or easements.

3. Owner to provide aesthetic details for the proposed fence.

4. Owner to contact the New Brighton Fire Marshall to discuss emergency access to the stie through the gated entry.

5. Provide a narrative of spill control practices for equipment stored near the creek. Additional perimeter control adjacent to the creek may be required pending review by city staff.

6. Owner to provide signage, subject to City approval, on 8th Avenue SW and 1st Street SW indicating that it is now a private drive.

Storm Sewer

1. The existing storm sewer system located on 8th Avenue SW (two catch basins and associated piping that conveys stormwater to the drainage pond adjacent to Old Highway 8) shall now be considered private. Ownership and maintenance of this system shall be the responsibility of the owner.

2. Appropriate plantings/seeding shall be identified for the proposed storm sewer basin.

3. Owner to continuously monitor vehicle tracking of dirt/mud from their property onto public streets. If vehicle tracking is observed, it shall be swept and removed within 24 hours.

4. The owner and engineer have coordinated with the Rice Creek Watershed District and satisfied all applicable requirements. Prior to the start of construction, the owner shall obtain a Construction Stormwater Permit from the MPCA.

RESOLUTION _____

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION APPROVING THE VACATION OF A PORTION
OF THE RIGHT-OF-WAY FOR 8TH AVENUE SW

WHEREAS, the City Council pursuant to Minnesota Statutes Section 412.851 desires to consider the vacation of a portion of existing right-of-way for 8th Avenue SW as shown on the attached Exhibit A and legally described on the attached Exhibit A; and

WHEREAS, the City published, posted, and mailed notice of a hearing as required by law, and a public hearing was held on the proposed vacation on the 12th day of May, 2026; and

WHEREAS, the City Council in its discretion has determined that the vacation will benefit the public interest because this portion of 8th Avenue SW only serves a single property for access purposes, and public interests can better be served in this by vacating this portion of the 8th Avenue SW right-of-way and reserving a drainage and utility easement.

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

1. The portion of right-of-way for 8th Avenue SW legally described as *"That part of 8th Avenue Southwest in the Southeast Quarter of the Northeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of the Northeast Quarter, Section 32, Township 30, Range 23, Ramsey County, Minnesota lying South of the North 192.0 feet of said Southeast Quarter of the Northeast Quarter of the Northwest Quarter and lying South of the North 192.0 feet of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter and lying East of the Easterly Right of way line of Old Highway 8 Southwest."* is hereby vacated; provided, however that the City of New Brighton reserves, retains, and preserves its drainage and utility easement located therein. Said vacated area is shown on the attached Exhibit A.

2. City staff and consultants are hereby authorized and directed to file a notice of completion of vacation proceedings.

ADOPTED this 12th day of May, 2026, by the New Brighton City Council with a vote of ___ ayes and ___ nays.

_____
Kari Niedfeldt-Thomas, Mayor

_____
Devin Massopust, City Manager

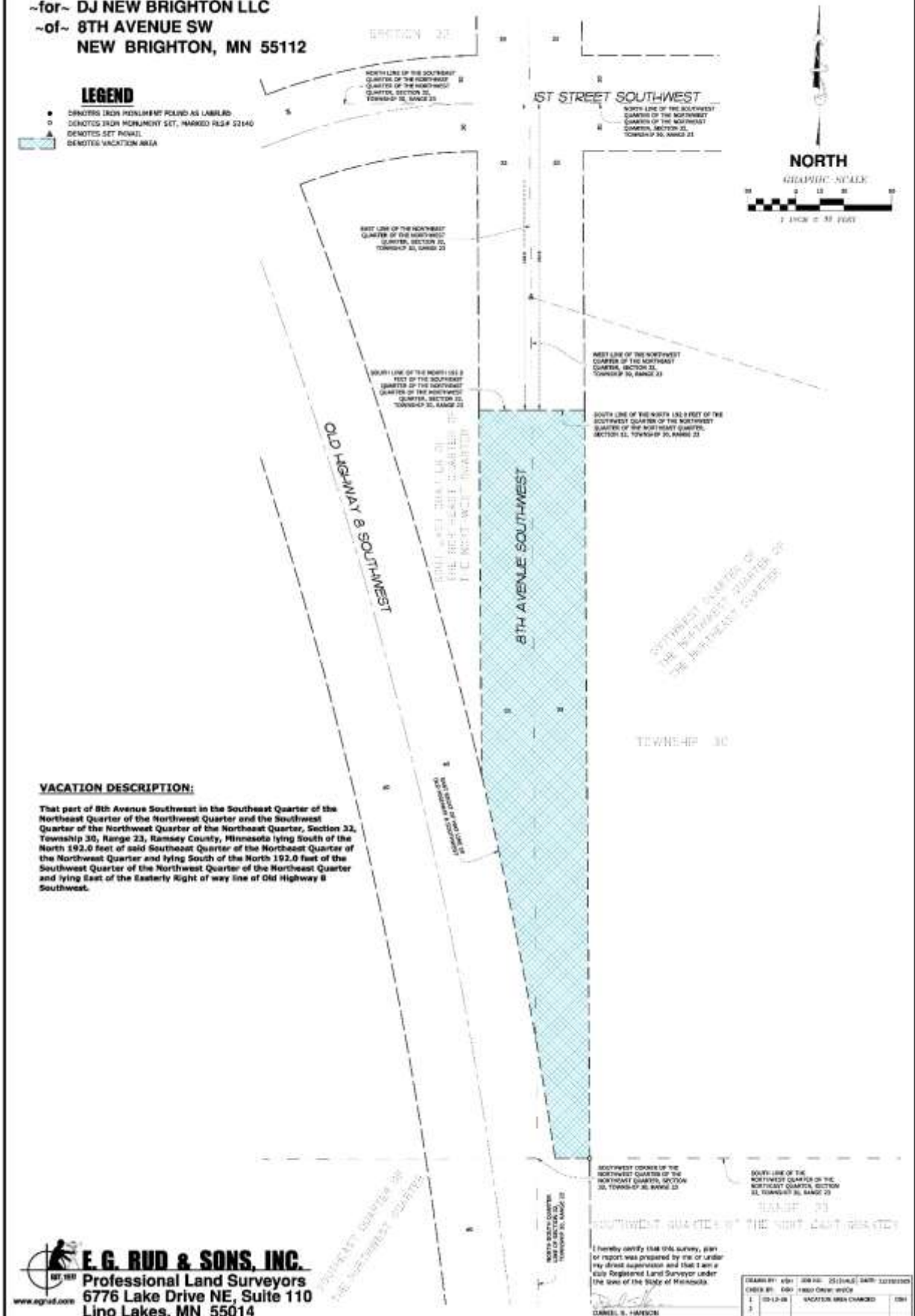
ATTEST:

_____
Terri Spangrud, City Clerk

NE136\8\1093967.v2

VACATION EXHIBIT (EXHIBIT A)

~for~ DJ NEW BRIGHTON LLC
~of~ 8TH AVENUE SW
NEW BRIGHTON, MN 55112



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E.G. RUD & SONS, INC.
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-0701
www.egrud.com

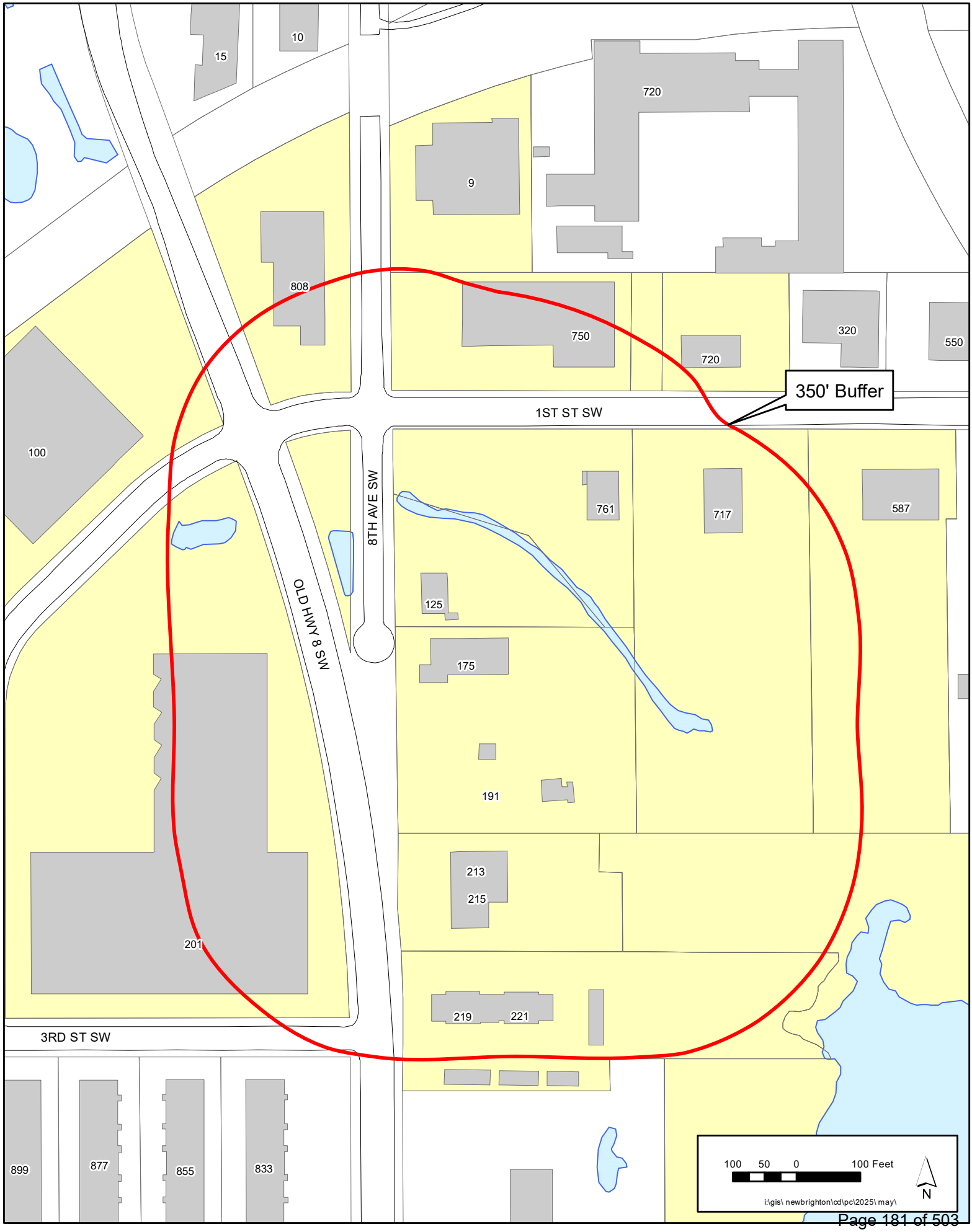
I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

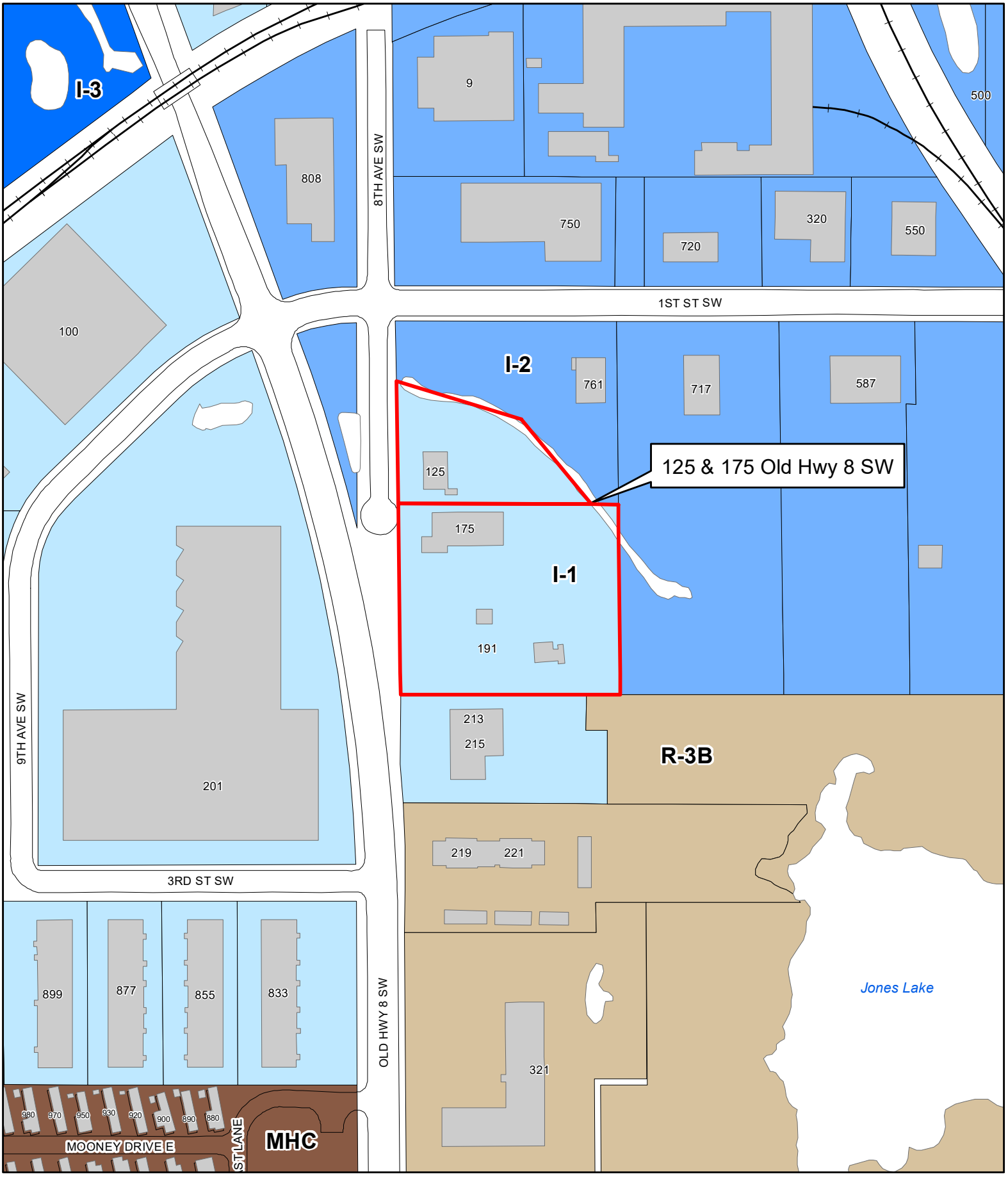
DARREL S. HANSON
Date: 03/12/2020 License No. 53140

NO.	DATE	DESCRIPTION
1	03-12-20	VACATION AREA CHANGED

2513141LS

125 & 175 Old Hwy 8 SW - 350' Mailing List





I-1, Light Industrial
I-2, Heavy Industrial
I-3, Limited Industrial
MHC, Manufactured Home Community

N

80 40 0 80 Feet

NEW BRIGHTON
building tomorrow today

Current Zoning

125 & 175 Old Hwy 8 SW
I-1, Light Industrial

CLEAR SCAPE
OUTDOOR SERVICES

A plan for Growth with a Home in New Brighton

Special Use Permit Application for the City of New Brighton

Updated Proposal: Revision of parking lot and fencing

January 16, 2026

Dan Steuernagel
651-755-2651
DanS@clearscape.net

&

Joshua Fox
612-369-3355
josh.fox@djslandscape.com

DJ's LANDSCAPE MANAGEMENT
Four seasons. One team.

CLEAR SCAPE
OUTDOOR SERVICES

Topics

January 2026 Update

Special Use Description

Shifting Parking Lot

Fence and Gate Styles

DJ's LANDSCAPE MANAGEMENT
Four seasons. One team.

January 2026 Update

Since our original approval in 2021, Clearscape Outdoor Services has undergone some internal restructuring, including the hiring of a new General Manager, Dan Steuernagel, who now serves as the Regional Director. Additionally, there is new ownership in DJ's Landscape Management that came into the fold in September of 2025. As a part of our goal at Djs we are looking to ensure that we invest in this facility for the long-term functionality of the business. With these operational insights and leadership adjustments, we are now moving forward with the necessary site improvements to ensure that the New Brighton location be a home for our growing team for years to come.

We understand this is the 4th time you will see this with changes and are confident that what is now being presented will meet our long-term goals and needs to serve the Greater New Brighton Area. New ownership brings new insight, with two (2) other locations in Minnesota and fifteen (15+) in other States, being originally Michigan based. The vacation of 8th Avenue, which currently functions as a private drive for the facility, and being able to utilize this as on-site parking, which we will maintain, will greatly enhance the functionality of the site and make a viable long-term solution and home for operations in the area. The retail component of the business ceased at the end of 2025, and this will be a single private facility on a go forward basis. This strategic focus will reduce unnecessary ingress and egress traffic flow and allow a cleaner and more operational focused set up for the site.

DJ's LANDSCAPE MANAGEMENT
Four seasons of team.

Special Use Permit Criteria Worksheet – Response

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.

Clearscape Outdoor Services provides essential lawn maintenance, landscaping, irrigation, and snowplowing services that enhance community safety and aesthetics. We adhere to industry safety standards and local regulations, ensuring our operations do not endanger public health, safety, morals, comfort, or general welfare. All materials will be store within fenced in areas and employee traffic will use whichever entrance council recommends to ensure optimal safety and minimal disruption to community stakeholders

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 operations of Clearscape Outdoor Services are designed to complement and enhance the surrounding properties by maintaining well-kept lawns, landscapes, and clear pathways, contributing to the aesthetic and functional value of nearby properties. The proposed would be a significant improvement over the current plan and removes burden from public infrastructure and cleans up parking in a similar manor to other surrounding businesses. In addition, our focus on high-quality grounds maintenance can improve the overall appearance and value of the neighborhood, thereby protecting and potentially enhancing property values.

3) Show how your proposed use will not impede the normal and orderly development or improvement of surrounding properties.

The services provided by Clearscape Outdoor Services, including lawn maintenance, landscaping, irrigation, and snow removal, support the orderly development and enhancement of the surrounding properties. Our operations are designed to coexist with and complement other developments in the district. Not only does this plan align with similar parking plans of other businesses in the area but also removes parking from public roadways creating a more orderly flow of traffic in the area long term.

Special Use Permit Criteria Worksheet – Response Cont.

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) .

Clearscape Outdoor Services is actively collaborating with Plowe Engineering and the Rice Creek Watershed District to ensure all necessary drainage requirements are met. We are committed to providing adequate utilities and access roads to support our operations. All necessary facilities, including drainage systems, are either in place or are being planned in compliance with local regulations to ensure the efficient and responsible use of the property. No changes to building will be occurring and less public traffic so overall less strain on the public utilities.

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.

The goal of this plan is to increase parking and plan for growth in a responsible on-site manor.

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.

Clearscape Outdoor Services is actively collaborating with Plowe Engineering and the Rice Creek Watershed District to ensure that all improvements take into account the need for onsite stormwater management. Previously this was not being taken care of but will now all be managed via the new basin.

7) Explain how your use conforms to any specific review criteria outlined in Zoning Code Chapter 5 specific to your use.

Clearscape is excited to meet this criteria through the use of strategic consistent solid screening and enhance that screening with site appropriate landscape that enhances the property and community aesthetic.

Entrances & Exits

- We plan to install chain link gates with a privacy screen in the entrances (1 & 2) to limit visibility from the road. A new fence with a privacy screen will be installed behind the existing block wall at location 2, with additional parking areas for staff behind the block wall between the block wall and new fence line internally.
- Emergency vehicles will have access to the property through either gate and will be able to reach both buildings. Equipment stored outside will be organized so as not to block access.
- The street (3) would be reconstructed to private driveway and parking lot standards. Easements will be granted to appropriate agencies for access and maintenance.

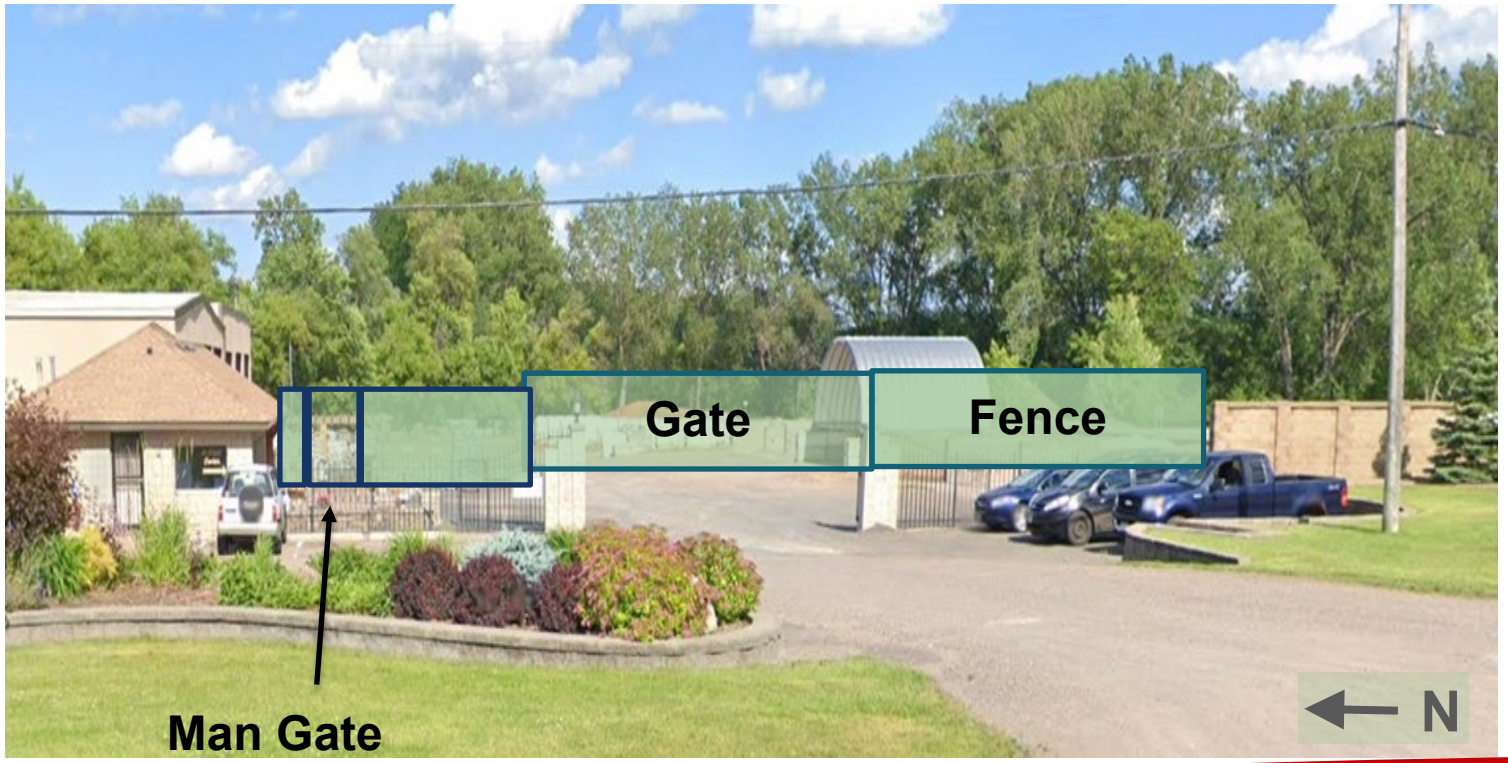
Additional Employee Parking

Additional Paved Area

- Approximate area of new asphalt, exact area shown on design.
- Existing asphalt in front of building (west side) will be removed and replaced with the reconstruct of the roadway into a private driveway.

South Entrance

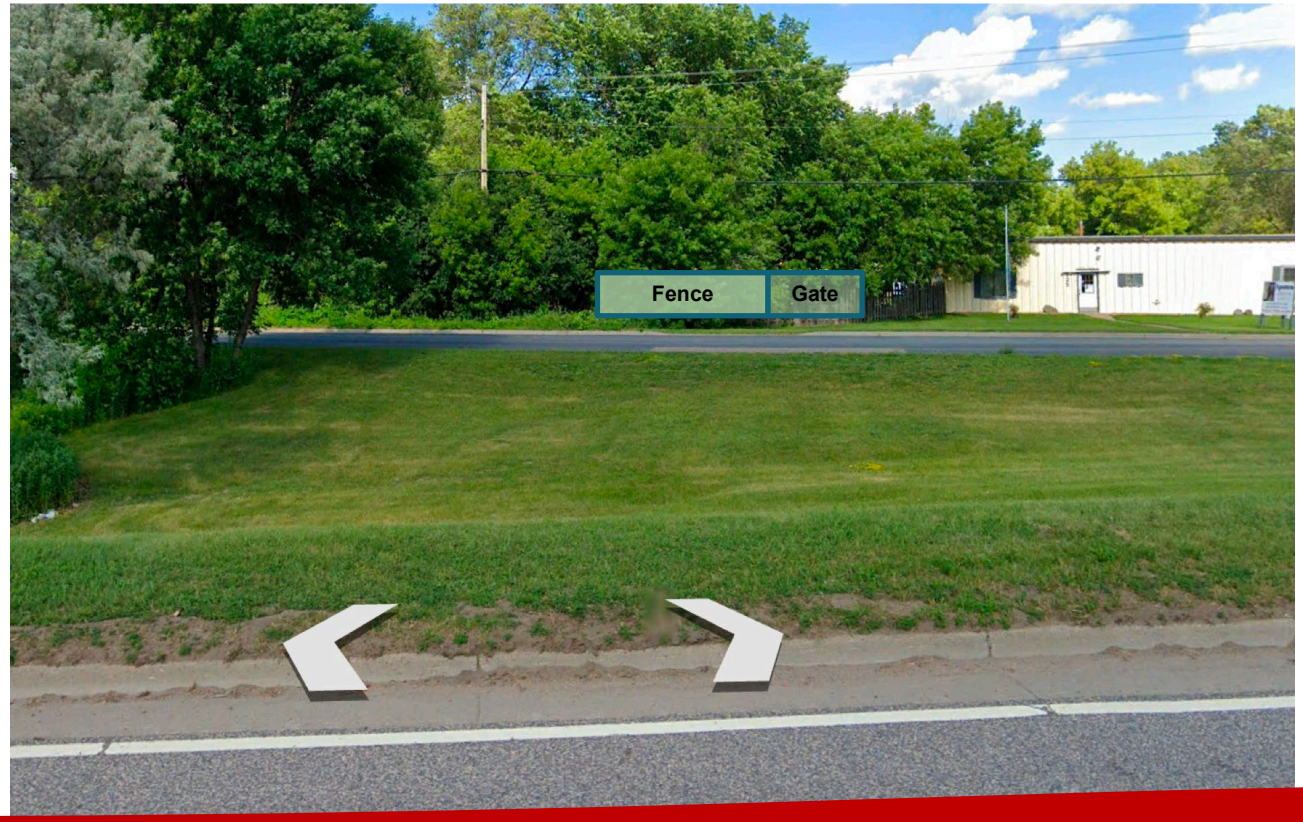
This will serve as inbound traffic for our team.



The goal of the fencing design is to obstruct visibility into the property from Hwy 8.

North Exit

This will serve as outbound traffic for our team.



The goal of the fencing design is to obstruct visibility into the property from Hwy 8.

Between Buildings

We plan to install a matching chain link fence with a privacy screen, so it is consistent with the look at the South Entrance and North Exit

Example location

- Neatly organized
- Directional Traffic
- Properly screened
- Value added landscape
- Community perception focused

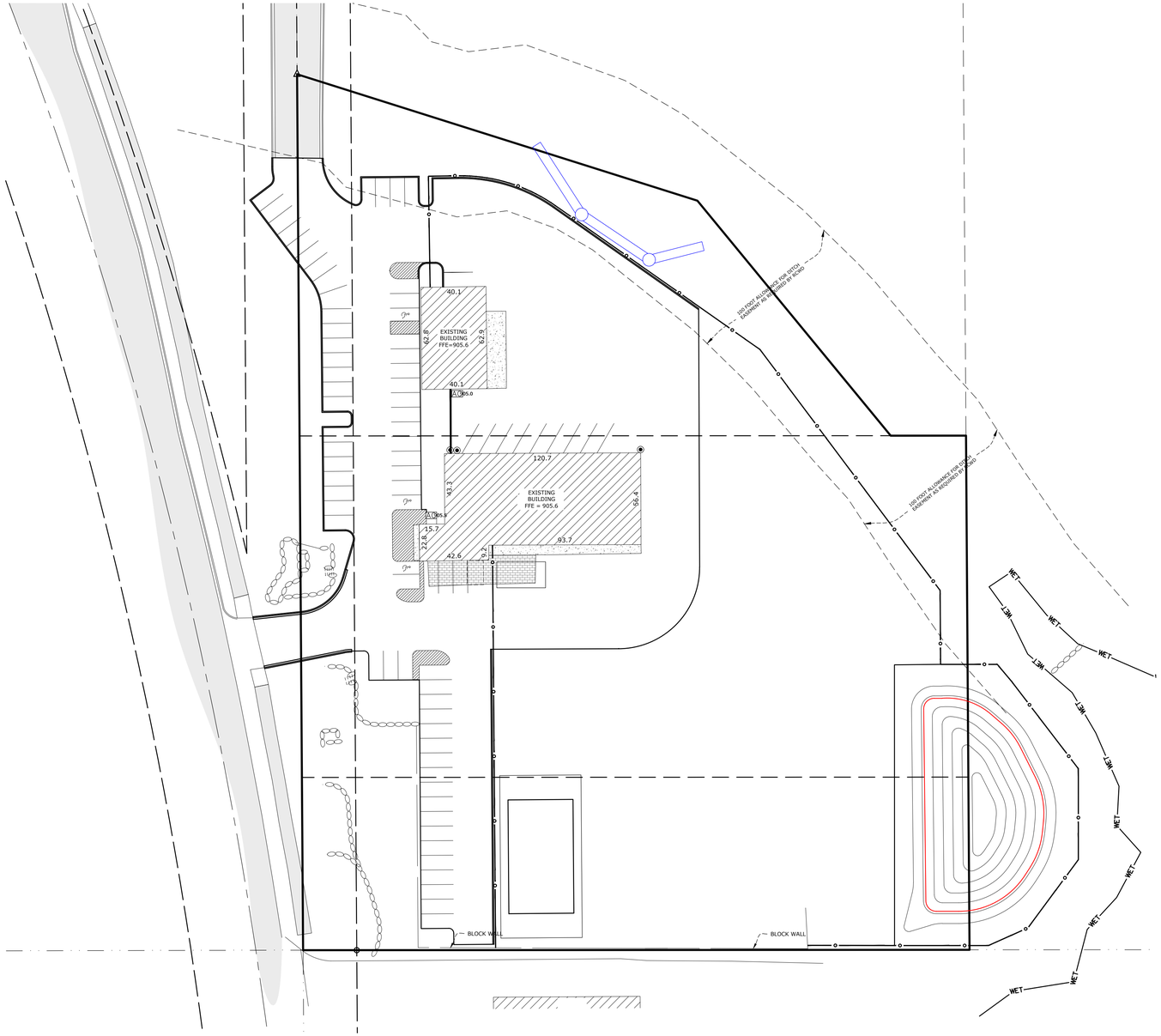
Thank you!

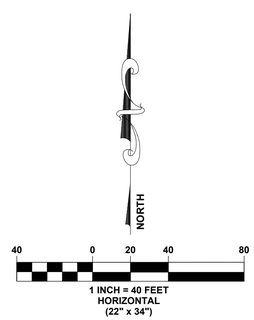
DJ's LANDSCAPE MANAGEMENT
Four seasons. One team.

CLEARSCAPE OUTDOOR SERVICE

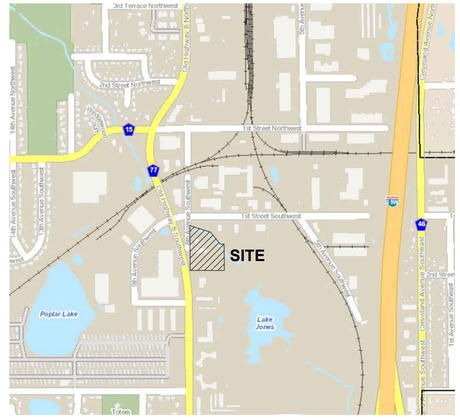
TITLE SHEET

NEW BRIGHTON, MINNESOTA





VICINITY MAP (NOT TO SCALE)



DEVELOPER

CLEARSCAPE OUTDOOR SERVICES
175 OLD HWY 8 SW
NEW BRIGHTON, MN 55112
DAN STEUERNAGEL
651-755-2651
DANS@CLEARSCAPE.NET

ENGINEER

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6776 LAKE DRIVE
LINO LAKES, MN 55014
ADAM GINKEL, P.E.
651-361-8234
ADAM@PLOWE.COM

SURVEYOR

E.G. RUD & SONS LAND SURVEYING, INC.
6776 LAKE DRIVE
LINO LAKES, MN 55014
JASON RUD
651-361-8225
JRUD@EGRUD.COM

AN MPCA NPDES CONSTRUCTION PERMIT IS REQUIRED PRIOR TO THE START OF CONSTRUCTION

ALL PERMITS, INCLUDING BUT NOT LIMITED TO PERMITS FROM CITY OF NEW BRIGHTON, MNDOT, AND THE MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY, SHALL BE OBTAINED PRIOR TO ORDERING OF MATERIAL AND STARTING OF CONSTRUCTION. NO INSTALLATION OF UTILITIES SHALL BE PERMITTED UNTIL ALL APPLICABLE PERMITS ARE RECEIVED BY CONTRACTOR. INSTALLATION OF UTILITIES SHALL BE CONSTRUCTED TO MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY STANDARDS AND CITY STANDARDS AS IDENTIFIED IN THE PUBLIC WORKS/ENGINEERING STANDARDS.

SHEET INDEX

CO	TITLE SHEET
C1.1	REMOVALS PLAN
C1.2	SITE PLAN
C2.1	GRADING, DRAINAGE & ESC PLAN
C2.2 - C2.3	SWPPP
C3.1	UTILITY PLAN
C4.1	DETAILS

PLOWE ENGINEERING, INC.
6776 LAKE DRIVE
SUITE 110
LINO LAKES. MN 55014
PHONE: (651) 361-8210
FAX: (651) 361-8701

SITE PLANNING & ENGINEERING

DRAWN BY: AG | JOB NO: 23-2119 | CHECK BY: MOA | DATE: 09/23/24

NO.	DATE	DESCRIPTION
1	10.29.24	LEAN-TO ADDED
2	04.04.25	SITE PLAN ADJUSTED
3	01.16.26	SITE PLAN ADJUSTED AND PARKING ADDED
4	03.13.26	SITE PLAN, GRADING, STORMWATER MGMT ADJ.
5		
6		
7		
8		

I hereby certify that this plan 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.

PRELIMINARY

ADAM GINKEL
Date: 03.13.2026 License No. 43963

CLEARSCAPE OUTDOOR SERVICE
NEW BRIGHTON, MN
TITLE SHEET

PREPARED FOR: CLEARSCAPE OUTDOOR SERVICES & SUPPLIES

SHEET
C0

GENERAL NOTES

1. THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF EXISTING UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO TYPE AND LOCATION OF UTILITIES AS NECESSARY TO AVOID DAMAGE TO THESE UTILITIES.
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- EXISTING UNDERGROUND GAS
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- EXISTING TELEPHONE PEDESTAL
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- PROPOSED SILT FENCE
- PROPOSED INLET PROTECTION
- PROPOSED RIP-RAP

OLD HIGHWAY 8 SOUTHWEST

8TH AVENUE SOUTHWEST

SAWCUT CURB AND BITUMINOUS

REMOVE FENCE

REMOVE FENCE

REMOVE SIDEWALK

REMOVE FENCE / GATE

REMOVE CONCRETE BARRIER WALL

CONCRETE BARRIER WALL

EXISTING BUILDING FFE=905.6

EXISTING BUILDING FFE = 905.6

EXISTING BITUMINOUS TO BE REMOVED AND REPLACED (TYP)

EXISTING GRAVEL SURFACE TO BE REMOVED

IRON FENCE

BLOCK PILLAR

REMOVE FENCE AND PILLARS

REMOVE QUONSET BUILDING

REMOVE CONCRETE BINS

REMOVE CONCRETE BINS

REMOVE WOOD BINS

REMOVE BUILDING

CONCRETE BINS

QUONSET BUILDING

CONCRETE BINS

EXISTING BUILDING

BLOCK WALL

BLOCK WALL

ROW PER ALIGNMENT FOR 8TH AVENUE SOUTHWEST

ROW PER ALIGNMENT FOR 8TH AVENUE SOUTHWEST

ADD ROW ALLOWANCE FOR 8TH AVENUE SOUTHWEST EASEMENT AS REQUIRED BY CITY

SOUTHWEST QUARTER OF THE NORTHEAST QUARTER

SOUTHWEST QUARTER OF THE NORTHWEST QUARTER

ENDIP2492

ENDIP9808

ENDIP3527

30 0 15 30 60

1 INCH = 30 FEET HORIZONTAL (22" x 34")

NORTH

PLOWE ENGINEERING, INC.
6776 LAKE DRIVE
SUITE 110
LINO LAKES, MN 55014
PHONE: (651) 361-8210
FAX: (651) 361-8701
SITE PLANNING & ENGINEERING

DRAWN BY: AG
JOB NO: 23-2119
CHECK BY: MOA
DATE: 09/23/24

NO.	DATE	DESCRIPTION
1	04.04.25	SITE PLAN ADJUSTED
2	01.16.26	SITE PLAN ADJUSTED AND PARKING ADDED
3	03.13.26	SITE PLAN, GRADING, STORMWATER MGMT. ADJ.
4		
5		
6		
7		
8		

I hereby certify that this plan 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.

PRELIMINARY

ADAM GINKEL License No. 43983

Date: 03.13.2026

CLEARSCAPE OUTDOOR SERVICE

NEW BRIGHTON, MN

REMOVALS PLAN

PREPARED FOR: CLEARSCAPE OUTDOOR SERVICES & SUPPLIES

SHEET

C1.1

S:\PLOWE\CAD\23PROJ\2119 CLEARSCAPE\2119 CAD\2119 BASE 7.DWG
Friday, March 13, 2026 12:23:24 PM

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- PROPOSED SILT FENCE
- PROPOSED INLET PROTECTION
- PROPOSED RIP-RAP

= EVERGREEN TREE
= EVERGREEN HEDGE

OLD HIGHWAY 8 SOUTHWEST
8TH AVENUE SOUTHWEST
NORTHEAST QUARTER OF THE NORTHWEST QUARTER
SOUTHWEST QUARTER OF THE NORTHEAST QUARTER

NEW LAKE JONES OUTLET SYSTEM (BY OTHERS)
100 FOOT ALLOWANCE FOR DITCH EASEMENT AS REQUIRED BY RCWD
FENCE (TYP)
NEW BLACKTOP
GATE
EXISTING BUILDING FFE=905.6
EXISTING BUILDING FFE = 905.6
FUEL TANKS
BLACKTOP MILLINGS
71 PARKING STALLS (3 OF WHICH ARE HANDICAP ACCESSIBLE)
SALT BIN
POND
BLOCK WALL
UNLESS OTHERWISE NOTED, ALL CURB SHALL BE BITUMINOUS CURB

NORTH
40 0 20 40 80
1 INCH = 40 FEET HORIZONTAL (22" x 34")

S:\PLOWE\CAD\23PROJ\2119 CLEARSCAPE\2119 CAD\2119 BASE 7.DWG
Friday, March 13, 2026 12:23:24 PM

PLOWE ENGINEERING, INC.
6776 LAKE DRIVE
SUITE 110
LINO LAKES, MN 55014
PHONE: (651) 361-8210
FAX: (651) 361-8701
SITE PLANNING & ENGINEERING

DRAWN BY: AG
JOB NO: 23-2119
CHECK BY: MOA
DATE: 10/13/25

NO.	DATE	DESCRIPTION
1	01.16.26	SITE PLAN ADJUSTED AND PARKING ADDED
2	03.13.26	SITE PLAN, GRADING, STORMWATER MGMT ADJ.
3		
4		
5		
6		
7		
8		

I hereby certify that this plan 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.

PRELIMINARY

ADAM GINKEL
Date: 03.13.2026 License No. 43963

CLEARSCAPE OUTDOOR SERVICE

NEW BRIGHTON, MN

SITE PLAN

PREPARED FOR: CLEARSCAPE OUTDOOR SERVICES & SUPPLIES

SHEET
C1.2

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- PROPOSED DIRECTION OF DRAINAGE
- PROPOSED SILT FENCE
- PROPOSED INLET PROTECTION
- PROPOSED RIP-RAP
- RCWD PREFERRED ACCESS FOR POND DREDGING 2027/2028

OLD HIGHWAY 8 SOUTHWEST

8TH AVENUE SOUTHWEST

EXISTING SMALL UTILITIES TO BE RELOCATED AS NECESSARY FOR CONSTRUCTION (TYP)

UNLESS OTHERWISE NOTED, ALL CURB SHALL BE BITUMINOUS CURB

ROCK CONSTRUCTION ENTRANCE

GATE

EXISTING BUILDING FFE=905.6

EXISTING BUILDING FFE = 905.6

PROVIDE GATE IN FENCE FOR MAINTENANCE ACCESS

PROVIDE INLET SEDIMENT CONTROL WITHIN 24 HOURS OF STRUCTURE INSTALLATION (TYP)

10-FT WIDE RIPRAP OVERFLOW (EL: 899.0)

RIPRAP (TYP)

PROPOSED POND
NWL 895.75
HWL 898.9

= FLOODPLAIN FILL
402 C.Y.

FLOODPLAIN MITIGATION PROVIDED IN POND BETWEEN 895.75 AND 899.75 (1,517 C.Y.)

RCWD REGULATORY FLOODPLAIN ELEVATION = 901.0 (NAVD 88)

BLOCK WALL

SOUTHWEST QUARTER OF THE NORTHEAST QUARTER

NORTH

30 0 15 30 60

1 INCH = 30 FEET
HORIZONTAL
(22" x 34")

PLOWE ENGINEERING, INC.
6776 LAKE DRIVE
SUITE 110
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SITE PLANNING & ENGINEERING

DRAWN BY: AG
JOB NO: 23-2119
CHECK BY: MOA
DATE: 09/23/24

NO.	DATE	DESCRIPTION
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7		
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I hereby certify that this plan 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.

PRELIMINARY

ADAM GINKEL
Date: 04.13.2026 License No. 43963

CLEARSCAPE OUTDOOR SERVICE

NEW BRIGHTON, MN

GRADING, DRAINAGE & ESC PLAN

PREPARED FOR: CLEARSCAPE OUTDOOR SERVICES & SUPPLIES

SHEET
C2.1

4.1 TERMINATION OF COVERAGE. [MINN. R. 7090]

4.2 PERMITTEES MUST SUBMIT A NOT WITHIN 30 DAYS AFTER ALL TERMINATION CONDITIONS LISTED IN SECTION 13 ARE COMPLETE. [MINN. R. 7090]

4.3 PERMITTEES MUST SUBMIT A NOT WITHIN 30 DAYS AFTER SELLING OR OTHERWISE LEGALLY TRANSFERRING THE ENTIRE SITE, INCLUDING PERMIT RESPONSIBILITY FOR ROADS (E.G., STREET SWEEPING) AND STORMWATER INFRASTRUCTURE FINAL CLEAN OUT, OR TRANSFERRING PORTIONS OF A SITE TO ANOTHER PARTY. THE PERMITTEES' COVERAGE UNDER THIS PERMIT TERMINATES AT MIDNIGHT ON THE SUBMISSION DATE OF THE NOT. [MINN. R. 7090]

4.4 PERMITTEES MAY TERMINATE PERMIT COVERAGE PRIOR TO COMPLETION OF ALL CONSTRUCTION ACTIVITY IF THEY MEET ALL OF THE FOLLOWING CONDITIONS:

A. CONSTRUCTION ACTIVITY HAS CEASED FOR AT LEAST 90 DAYS; AND

B. AT LEAST 90 PERCENT (BY AREA) OF ALL ORIGINALLY PROPOSED CONSTRUCTION ACTIVITY HAS BEEN COMPLETED AND PERMANENT COVER HAS BEEN ESTABLISHED ON THOSE AREAS; AND

C. ON AREAS WHERE CONSTRUCTION ACTIVITY IS NOT COMPLETE, PERMANENT COVER HAS BEEN ESTABLISHED; AND

D. THE SITE COMPLIES WITH ITEM 13.3 THROUGH 13.7.

AFTER PERMIT COVERAGE IS TERMINATED UNDER THIS ITEM, ANY SUBSEQUENT DEVELOPMENT ON THE REMAINING PORTIONS OF THE SITE WILL REQUIRE PERMIT COVERAGE IF THE SUBSEQUENT DEVELOPMENT ITSELF OR AS PART OF THE REMAINING COMMON PLAN OF DEVELOPMENT OR SALE WILL RESULT IN LAND DISTURBING ACTIVITIES OF ONE (1) OR MORE ACRES IN SIZE. [MINN. R. 7090]

4.5 PERMITTEES MAY TERMINATE COVERAGE UPON MPCA APPROVAL AFTER SUBMITTING INFORMATION DOCUMENTING THE OWNER CANCELED THE PROJECT. [MINN. R. 7090]

6.1 SWPPP AMENDMENTS. [MINN. R. 7090]

6.2 ONE OF THE INDIVIDUALS DESCRIBED IN ITEM 21.2.A OR ITEM 21.2.B OR ANOTHER QUALIFIED INDIVIDUAL MUST COMPLETE ALL SWPPP CHANGES. CHANGES INVOLVING THE USE OF A LESS STRINGENT BMP MUST INCLUDE A JUSTIFICATION DESCRIBING HOW THE REPLACEMENT BMP IS EFFECTIVE FOR THE SITE CHARACTERISTICS. [MINN. R. 7090]

6.3 PERMITTEES MUST AMEND THE SWPPP TO INCLUDE ADDITIONAL OR MODIFIED BMPS AS NECESSARY TO CORRECT PROBLEMS IDENTIFIED OR ADDRESS SITUATIONS WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, WEATHER OR SEASONAL CONDITIONS HAVING A SIGNIFICANT EFFECT ON THE DISCHARGE OF POLLUTANTS TO SURFACE WATERS OR GROUNDWATER. [MINN. R. 7090]

6.4 PERMITTEES MUST AMEND THE SWPPP TO INCLUDE ADDITIONAL OR MODIFIED BMPS AS NECESSARY TO CORRECT PROBLEMS IDENTIFIED OR ADDRESS SITUATIONS WHENEVER INSPECTIONS OR INVESTIGATIONS BY THE SITE OWNER OR OPERATOR, USEPA OR MPCA OFFICIALS INDICATE THE SWPPP IS NOT EFFECTIVE IN ELIMINATING OR SIGNIFICANTLY MINIMIZING THE DISCHARGE OF POLLUTANTS TO SURFACE WATERS OR GROUNDWATER OR THE DISCHARGES ARE CAUSING WATER QUALITY STANDARD EXCEEDANCES (E.G., NUISANCE CONDITIONS AS DEFINED IN MINN. R. 7050.0210, SUBP. 2) OR THE SWPPP IS NOT CONSISTENT WITH THE OBJECTIVES OF A USEPA APPROVED TMDL. [MINN. R. 7050.0210]

7.1 BMP SELECTION AND INSTALLATION. [MINN. R. 7090]

7.2 PERMITTEES MUST SELECT, INSTALL, AND MAINTAIN THE BMPS IDENTIFIED IN THE SWPPP AND IN THIS PERMIT IN AN APPROPRIATE AND FUNCTIONAL MANNER AND IN ACCORDANCE WITH RELEVANT MANUFACTURER SPECIFICATIONS AND ACCEPTED ENGINEERING PRACTICES. [MINN. R. 7090]

8.1 EROSION PREVENTION PRACTICES. [MINN. R. 7090]

8.2 BEFORE WORK BEGINS, PERMITTEES MUST DELINEATE THE LOCATION OF AREAS NOT TO BE DISTURBED. [MINN. R. 7090]

8.3 PERMITTEES MUST MINIMIZE THE NEED FOR DISTURBANCE OF PORTIONS OF THE PROJECT WITH STEEP SLOPES. WHEN STEEP SLOPES MUST BE DISTURBED, PERMITTEES MUST USE TECHNIQUES SUCH AS PHASING AND STABILIZATION PRACTICES DESIGNED FOR STEEP SLOPES (E.G., SLOPE DRAINING AND TERRACING). [MINN. R. 7090]

8.4 PERMITTEES MUST STABILIZE ALL AREAS, INCLUDING STOCKPILES. STABILIZATION MUST BE INITIATED IMMEDIATELY TO LIMIT SOIL EROSION WHEN CONSTRUCTION ACTIVITY HAS PERMANENTLY OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WILL NOT RESUME FOR A PERIOD EXCEEDING 7 CALENDAR DAYS. STABILIZATION MUST BE COMPLETED NO LATER THAN 24 HOURS AFTER THE CONSTRUCTION ACTIVITY HAS CEASED. STABILIZATION IS NOT REQUIRED ON CONSTRUCTED BASE COMPONENTS OF ROADS, PARKING LOTS AND SIMILAR SURFACES. STABILIZATION IS NOT REQUIRED ON TEMPORARY STOCKPILES WITHOUT SIGNIFICANT SILT, CLAY OR ORGANIC COMPONENTS (E.G., CLEAN AGGREGATE STOCKPILES, DEMOLITION CONCRETE STOCKPILES, SAND STOCKPILES) BUT PERMITTEES MUST PROVIDE SEDIMENT CONTROLS AT THE BASE OF THE STOCKPILE. [MINN. R. 7090]

8.5 FOR PUBLIC WATERS THAT THE MINNESOTA DNR HAS PROMULGATED "WORK IN WATER RESTRICTIONS" DURING SPECIFIED FISH SPAWNING TIME FRAMES, PERMITTEES MUST COMPLETE STABILIZATION OF ALL EXPOSED SOIL AREAS WITHIN 200 FEET OF THE WATER'S EDGE, AND THAT DRAIN TO THESE WATERS, WITHIN 24 HOURS DURING THE RESTRICTION PERIOD. [MINN. R. 7090]

8.6 PERMITTEES MUST STABILIZE THE NORMAL WETTED PERIMETER OF THE LAST 200 LINEAR FEET OF TEMPORARY OR PERMANENT DRAINAGE DITCHES OR SWALES THAT DRAIN WATER FROM THE SITE WITHIN 24 HOURS AFTER CONNECTING TO A SURFACE WATER OR PROPERTY EDGE. PERMITTEES MUST COMPLETE STABILIZATION OF REMAINING PORTIONS OF TEMPORARY OR PERMANENT DITCHES OR SWALES WITHIN 14 CALENDAR DAYS AFTER CONNECTING TO A SURFACE WATER OR PROPERTY EDGE AND CONSTRUCTION IN THAT PORTION OF THE DITCH TEMPORARILY OR PERMANENTLY CEASES. [MINN. R. 7090]

8.7 TEMPORARY OR PERMANENT DITCHES OR SWALES BEING USED AS A SEDIMENT CONTAINMENT SYSTEM DURING CONSTRUCTION (WITH PROPERLY DESIGNED ROCK-DITCH CHECKS, BIO ROLLS, SILT DIKES, ETC.) DO NOT NEED TO BE STABILIZED. PERMITTEES MUST STABILIZE THESE AREAS WITHIN 24 HOURS AFTER THEIR USE AS A SEDIMENT CONTAINMENT SYSTEM CEASES. [MINN. R. 7090]

8.8 PERMITTEES MUST NOT USE MULCH, HYDROMULCH, TACKIFIER, POLYACRYLAMIDE OR SIMILAR EROSION PREVENTION PRACTICES WITHIN ANY PORTION OF THE NORMAL WETTED PERIMETER OF A TEMPORARY OR PERMANENT DRAINAGE DITCH OR SWALE SECTION WITH A CONTINUOUS SLOPE OF GREATER THAN 2 PERCENT. [MINN. R. 7090]

8.9 PERMITTEES MUST PROVIDE TEMPORARY OR PERMANENT ENERGY DISSIPATION AT ALL PIPE OUTLETS WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER OR PERMANENT STORMWATER TREATMENT SYSTEM. [MINN. R. 7090]

8.10 PERMITTEES MUST NOT DISTURB MORE LAND (I.E., PHASING) THAN CAN BE EFFECTIVELY INSPECTED AND MAINTAINED IN ACCORDANCE WITH SECTION 11. [MINN. R. 7090]

9.1 SEDIMENT CONTROL PRACTICES. [MINN. R. 7090]

9.2 PERMITTEES MUST ESTABLISH SEDIMENT CONTROL BMPS ON ALL DOWNGRADIENT PERIMETERS OF THE SITE AND DOWNGRADIENT AREAS OF THE SITE THAT DRAIN TO ANY SURFACE WATER, INCLUDING CURB AND GUTTER SYSTEMS. PERMITTEES MUST LOCATE SEDIMENT CONTROL PRACTICES UPGRADIENT OF ANY BUFFER ZONES. PERMITTEES MUST INSTALL SEDIMENT CONTROL PRACTICES BEFORE ANY UPGRADIENT LAND-DISTURBING ACTIVITIES BEGIN AND MUST KEEP THE SEDIMENT CONTROL PRACTICES IN PLACE UNTIL THEY ESTABLISH PERMANENT COVER. [MINN. R. 7090]

9.3 IF DOWNGRADIENT SEDIMENT CONTROLS ARE OVERLOADED, BASED ON FREQUENT FAILURE OR EXCESSIVE MAINTENANCE REQUIREMENTS, PERMITTEES MUST INSTALL ADDITIONAL UPGRADIENT SEDIMENT CONTROL PRACTICES OR REDUNDANT BMPS TO ELIMINATE THE OVERLOADING AND AMEND THE SWPPP TO IDENTIFY THESE ADDITIONAL PRACTICES AS REQUIRED IN ITEM 6.3. [MINN. R. 7090]

9.4 TEMPORARY OR PERMANENT DRAINAGE DITCHES AND SEDIMENT BASINS DESIGNED AS PART OF A SEDIMENT CONTAINMENT SYSTEM (E.G., DITCHES WITH ROCK-CHECK DAMS) REQUIRE SEDIMENT CONTROL PRACTICES ONLY AS APPROPRIATE FOR SITE CONDITIONS. [MINN. R. 7090]

9.5 A FLOATING SILT CURTAIN PLACED IN THE WATER IS NOT A SEDIMENT CONTROL BMP TO SATISFY ITEM 9.2 EXCEPT WHEN WORKING ON A SHORELINE OR BELOW THE WATERLINE. IMMEDIATELY AFTER THE SHORT TERM CONSTRUCTION ACTIVITY (E.G., INSTALLATION OF RIP RAP ALONG THE SHORELINE) IN THAT AREA IS COMPLETE, PERMITTEES MUST INSTALL AN UPLAND PERIMETER CONTROL PRACTICE IF EXPOSED SOILS STILL DRAIN TO A SURFACE WATER. [MINN. R. 7090]

9.6 PERMITTEES MUST RE-INSTALL ALL SEDIMENT CONTROL PRACTICES ADJUSTED OR REMOVED TO ACCOMMODATE SHORT-TERM ACTIVITIES SUCH AS CLEARING OR GRUBBING, OR PASSAGE OF VEHICLES, IMMEDIATELY AFTER THE SHORT-TERM ACTIVITY IS COMPLETED. PERMITTEES MUST RE-INSTALL SEDIMENT CONTROL PRACTICES BEFORE THE NEXT PRECIPITATION EVENT EVEN IF THE SHORT-TERM ACTIVITY IS NOT COMPLETE. [MINN. R. 7090]

9.7 PERMITTEES MUST PROTECT ALL STORM DRAIN INLETS USING APPROPRIATE BMPS DURING CONSTRUCTION UNTIL THEY ESTABLISH PERMANENT COVER ON ALL AREAS WITH POTENTIAL FOR DISCHARGING TO THE INLET. [MINN. R. 7090]

9.8 PERMITTEES MAY REMOVE INLET PROTECTION FOR A PARTICULAR INLET IF A SPECIFIC SAFETY CONCERN (E.G. STREET FLOODING/FREEZING) IS IDENTIFIED BY THE PERMITTEES OR THE JURISDICTIONAL AUTHORITY (E.G., CITY/COUNTY/TOWNSHIP/MINNESOTA DEPARTMENT OF TRANSPORTATION ENGINEER). PERMITTEES MUST DOCUMENT THE NEED FOR REMOVAL IN THE SWPPP. [MINN. R. 7090]

9.9 PERMITTEES MUST PROVIDE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS AT THE BASE OF STOCKPILES ON THE DOWNGRADIENT PERIMETER. [MINN. R. 7090]

9.10 PERMITTEES MUST LOCATE STOCKPILES OUTSIDE OF NATURAL BUFFERS OR SURFACE WATERS, INCLUDING STORMWATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS UNLESS THERE IS A BYPASS IN PLACE FOR THE STORMWATER. [MINN. R. 7090]

9.11 PERMITTEES MUST INSTALL A VEHICLE TRACKING BMP TO MINIMIZE THE TRACK OUT OF SEDIMENT FROM THE CONSTRUCTION SITE OR ONTO PAVED ROADS WITHIN THE SITE. [MINN. R. 7090]

9.12 PERMITTEES MUST USE STREET SWEEPING IF VEHICLE TRACKING BMPS ARE NOT ADEQUATE TO PREVENT SEDIMENT TRACKING ONTO THE STREET. [MINN. R. 7090]

9.13 PERMITTEES MUST INSTALL TEMPORARY SEDIMENT BASINS AS REQUIRED IN SECTION 14. [MINN. R. 7090]

9.14 IN ANY AREAS OF THE SITE WHERE FINAL VEGETATIVE STABILIZATION WILL OCCUR, PERMITTEES MUST RESTRICT VEHICLE AND EQUIPMENT USE TO MINIMIZE SOIL COMPACTION. [MINN. R. 7090]

9.15 PERMITTEES MUST PRESERVE TOPSOIL ON THE SITE, UNLESS INFEASIBLE. [MINN. R. 7090]

9.16 PERMITTEES MUST DIRECT DISCHARGES FROM BMPS TO VEGETATED AREAS UNLESS INFEASIBLE. [MINN. R. 7090]

9.17 PERMITTEES MUST PRESERVE A 50 FOOT NATURAL BUFFER OR, IF A BUFFER IS INFEASIBLE ON THE SITE, PROVIDE REDUNDANT (DOUBLE) PERIMETER SEDIMENT CONTROLS WHEN A SURFACE WATER IS LOCATED WITHIN 50 FEET OF THE PROJECT'S EARTH DISTURBANCES AND STORMWATER FLOWS TO THE SURFACE WATER. PERMITTEES MUST INSTALL PERIMETER SEDIMENT CONTROLS AT LEAST 5 FEET APART UNLESS LIMITED BY LACK OF AVAILABLE SPACE. NATURAL BUFFERS ARE NOT REQUIRED ADJACENT TO ROAD DITCHES, JUDICIAL DITCHES, COUNTY DITCHES, STORMWATER CONVEYANCE CHANNELS, STORM DRAIN INLETS, AND SEDIMENT BASINS. IF PRESERVING THE BUFFER IS INFEASIBLE, PERMITTEES MUST DOCUMENT THE REASONS IN THE SWPPP. SHEET PILING IS A REDUNDANT PERIMETER CONTROL IF INSTALLED IN A MANNER THAT RETAINS ALL STORMWATER. [MINN. R. 7090]

9.18 PERMITTEES MUST USE POLYMERS, FLOCCULANTS, OR OTHER SEDIMENTATION TREATMENT CHEMICALS IN ACCORDANCE WITH ACCEPTED ENGINEERING PRACTICES, DOSING SPECIFICATIONS AND SEDIMENT REMOVAL DESIGN SPECIFICATIONS PROVIDED BY THE MANUFACTURER OR SUPPLIER. THE PERMITTEES MUST USE CONVENTIONAL EROSION AND SEDIMENT CONTROLS PRIOR TO CHEMICAL ADDITION AND MUST DIRECT TREATED STORMWATER TO A SEDIMENT CONTROL SYSTEM FOR FILTRATION OR SETTLEMENT OF THE FLOC PRIOR TO DISCHARGE. [MINN. R. 7090]

10.1 DEWATERING AND BASIN DRAINING. [MINN. R. 7090]

10.2 PERMITTEES MUST DISCHARGE TURBID OR SEDIMENT-LADEN WATERS RELATED TO DEWATERING OR BASIN DRAINING (E.G., PUMPED DISCHARGES, TRENCH/DITCH CUTS FOR DRAINAGE) TO A TEMPORARY OR PERMANENT SEDIMENT BASIN ON THE PROJECT SITE UNLESS INFEASIBLE. PERMITTEES MAY DEWATER TO SURFACE WATERS IF THEY VISUALLY CHECK TO ENSURE ADEQUATE TREATMENT HAS BEEN OBTAINED AND NUISANCE CONDITIONS (SEE MINN. R. 7050.0210, SUBP. 2) WILL NOT RESULT FROM THE DISCHARGE. IF PERMITTEES CANNOT DISCHARGE THE WATER TO A SEDIMENTATION BASIN PRIOR TO ENTERING A SURFACE WATER, PERMITTEES MUST TREAT IT WITH APPROPRIATE BMPS SUCH THAT THE DISCHARGE DOES NOT ADVERSELY AFFECT THE SURFACE WATER OR DOWNSTREAM PROPERTIES. [MINN. R. 7050.0210]

10.3 IF PERMITTEES MUST DISCHARGE WATER CONTAINING OIL OR GREASE, THEY MUST USE AN OIL-WATER SEPARATOR OR SUITABLE FILTRATION DEVICE (E.G., CARTRIDGE FILTERS, ABSORBENTS PADS) PRIOR TO DISCHARGE. [MINN. R. 7090]

10.4 PERMITTEES MUST DISCHARGE ALL WATER FROM DEWATERING OR BASIN-DRAINING ACTIVITIES IN A MANNER THAT DOES NOT CAUSE EROSION OR SCOUR IN THE IMMEDIATE VICINITY OF DISCHARGE POINTS OR INUNDATION OF WETLANDS IN THE IMMEDIATE VICINITY OF DISCHARGE POINTS THAT CAUSES SIGNIFICANT ADVERSE IMPACT TO THE WETLAND. [MINN. R. 7090]

10.5 IF PERMITTEES USE FILTERS WITH BACKWASH WATER, THEY MUST HAUL THE BACKWASH WATER AWAY FOR DISPOSAL, RETURN THE BACKWASH WATER TO THE BEGINNING OF THE TREATMENT PROCESS, OR INCORPORATE THE BACKWASH WATER INTO THE SITE IN A MANNER THAT DOES NOT CAUSE EROSION. [MINN. R. 7090]

11.1 INSPECTIONS AND MAINTENANCE. [MINN. R. 7090]

11.2 PERMITTEES MUST ENSURE A TRAINED PERSON, AS IDENTIFIED IN ITEM 21.2.B, WILL INSPECT THE ENTIRE CONSTRUCTION SITE AT LEAST ONCE EVERY SEVEN (7) DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 1/2 INCH IN 24 HOURS. [MINN. R. 7090]

11.3 PERMITTEES MUST INSPECT AND MAINTAIN ALL PERMANENT STORMWATER TREATMENT BMPS. [MINN. R. 7090]

11.4 PERMITTEES MUST INSPECT ALL EROSION PREVENTION AND SEDIMENT CONTROL BMPS AND POLLUTION PREVENTION MANAGEMENT MEASURES TO ENSURE INTEGRITY AND EFFECTIVENESS. PERMITTEES MUST REPAIR, REPLACE OR SUPPLEMENT ALL NONFUNCTIONAL BMPS WITH FUNCTIONAL BMPS BY THE END OF THE NEXT BUSINESS DAY AFTER DISCOVERY UNLESS ANOTHER TIME FRAME IS SPECIFIED IN ITEM 11.5 OR 11.6. PERMITTEES MAY TAKE ADDITIONAL TIME IF FIELD CONDITIONS PREVENT ACCESS TO THE AREA. [MINN. R. 7090]

11.5 OUTSIDE OF DRAINAGE TO PUBLIC WATERS THAT IMPAIR SURFACE WATERS, INCLUDING DRAINAGE DITCHES AND CONVEYANCE SYSTEMS BUT NOT CURB AND GUTTER SYSTEMS, FOR EVIDENCE OF EROSION AND SEDIMENT DEPOSITION. PERMITTEES MUST REMOVE ALL DELTAS AND SEDIMENT DEPOSITED IN SURFACE WATERS, INCLUDING DRAINAGE WAYS, CATCH BASINS, AND OTHER DRAINAGE SYSTEMS AND RESTABILIZE THE AREAS WHERE SEDIMENT REMOVAL RESULTS IN EXPOSED SOIL. PERMITTEES MUST COMPLETE REMOVAL AND STABILIZATION WITHIN SEVEN (7) CALENDAR DAYS OF DISCOVERY UNLESS PRECLUDED BY LEGAL, REGULATORY, OR PHYSICAL ACCESS CONSTRAINTS. PERMITTEES MUST USE ALL REASONABLE EFFORTS TO OBTAIN ACCESS. IF PRECLUDED, REMOVAL AND STABILIZATION MUST TAKE PLACE WITHIN SEVEN (7) DAYS OF OBTAINING ACCESS. PERMITTEES ARE RESPONSIBLE FOR CONTACTING ALL LOCAL, REGIONAL, STATE AND FEDERAL AUTHORITIES AND RECEIVING ANY APPLICABLE PERMITS, PRIOR TO CONDUCTING ANY WORK IN SURFACE WATERS. [MINN. R. 7090]

11.6 PERMITTEES MUST INSPECT CONSTRUCTION SITE VEHICLE EXIT LOCATIONS, STREETS AND CURB AND GUTTER SYSTEMS WITHIN AND ADJACENT TO THE PROJECT FOR SEDIMENTATION FROM EROSION OR TRACKED SEDIMENT FROM VEHICLES. PERMITTEES MUST REMOVE SEDIMENT FROM ALL PAVED SURFACES WITHIN ONE (1) CALENDAR DAY OF DISCOVERY OR, IF APPLICABLE, WITHIN A SHORTER TIME TO AVOID A SAFETY HAZARD TO USERS OF PUBLIC STREETS. [MINN. R. 7090]

11.7 PERMITTEES MUST REPAIR, REPLACE OR SUPPLEMENT ALL PERIMETER CONTROL DEVICES WHEN THEY BECOME NONFUNCTIONAL OR THE SEDIMENT REACHES 1/2 OF THE HEIGHT OF THE DEVICE. [MINN. R. 7090]

11.8 PERMITTEES MUST DRAIN TEMPORARY AND PERMANENT SEDIMENTATION BASINS AND REMOVE THE SEDIMENT WHEN THE DEPTH OF SEDIMENT COLLECTED IN THE BASIN REACHES 1/2 THE STORAGE VOLUME. [MINN. R. 7090]

11.9 PERMITTEES MUST ENSURE THAT AT LEAST ONE INDIVIDUAL PRESENT ON THE SITE (OR AVAILABLE TO THE PROJECT SITE IN THREE (3) CALENDAR DAYS) IS TRAINED IN THE JOB DUTIES DESCRIBED IN ITEM 21.2.B. [MINN. R. 7090]

11.10 PERMITTEES MAY ADJUST THE INSPECTION SCHEDULE DESCRIBED IN ITEM 11.2 AS FOLLOWS:

A. INSPECTIONS OF AREAS WITH PERMANENT COVER CAN BE REDUCED TO ONCE PER MONTH, EVEN IF CONSTRUCTION ACTIVITY CONTINUES ON OTHER PORTIONS OF THE SITE; OR

B. WHERE SITES HAVE PERMANENT COVER ON ALL EXPOSED SOIL AND NO CONSTRUCTION ACTIVITY IS OCCURRING ANYWHERE ON THE SITE, INSPECTIONS CAN BE REDUCED TO ONCE PER MONTH AND, AFTER 12 MONTHS, MAY BE SUSPENDED COMPLETELY UNTIL CONSTRUCTION ACTIVITY RESUMES. THE MPCA MAY REQUIRE INSPECTIONS TO RESUME IF CONDITIONS WARRANT; OR

C. WHERE CONSTRUCTION ACTIVITY HAS BEEN SUSPENDED DUE TO FROZEN GROUND CONDITIONS, INSPECTIONS MAY BE SUSPENDED. INSPECTIONS MUST RESUME WITHIN 24 HOURS OF RUNOFF OCCURRING, OR UPON RESUMING CONSTRUCTION, WHICHEVER COMES FIRST. [MINN. R. 7090]

11.11 PERMITTEES MUST RECORD ALL INSPECTIONS AND MAINTENANCE ACTIVITIES WITHIN 24 HOURS OF BEING CONDUCTED AND THESE RECORDS MUST BE RETAINED WITH THE SWPPP. THESE RECORDS MUST INCLUDE:

A. DATE AND TIME OF INSPECTIONS; AND

B. NAME OF PERSONS CONDUCTING INSPECTIONS; AND

C. ACCURATE FINDINGS OF INSPECTIONS, INCLUDING THE SPECIFIC LOCATION WHERE CORRECTIVE ACTIONS ARE NEEDED; AND

D. CORRECTIVE ACTIONS TAKEN (INCLUDING DATES, TIMES, AND PARTY COMPLETING MAINTENANCE ACTIVITIES); AND

E. DATE OF ALL RAINFALL EVENTS GREATER THAN 1/2 INCHES IN 24 HOURS, AND THE AMOUNT OF RAINFALL FOR EACH EVENT. PERMITTEES MUST OBTAIN RAINFALL AMOUNTS BY EITHER A PROPERLY MAINTAINED RAIN GAUGE INSTALLED ONSITE, A WEATHER STATION THAT IS WITHIN ONE (1) MILE OF YOUR LOCATION, OR A WEATHER REPORTING SYSTEM THAT PROVIDES SITE SPECIFIC RAINFALL DATA FROM RADAR SUMMARIES; AND

F. IF PERMITTEES OBSERVE A DISCHARGE DURING THE INSPECTION, THEY MUST RECORD AND SHOULD PHOTOGRAPH AND DESCRIBE THE LOCATION OF THE DISCHARGE (I.E., COLOR, ODOR, SETTLED OR SUSPENDED SOLIDS, OIL SHEEN, AND OTHER OBVIOUS INDICATORS OF POLLUTANTS); AND

G. ANY AMENDMENTS TO THE SWPPP PROPOSED AS A RESULT OF THE INSPECTION MUST BE DOCUMENTED AS REQUIRED IN SECTION 6 WITHIN SEVEN (7) CALENDAR DAYS. [MINN. R. 7090]

12.1 POLLUTION PREVENTION MANAGEMENT MEASURES. [MINN. R. 7090]

12.2 PERMITTEES MUST PLACE BUILDING PRODUCTS AND LANDSCAPE MATERIALS UNDER COVER (E.G., PLASTIC SHEETING OR TEMPORARY ROOFS) OR PROTECT THEM BY SIMILARLY EFFECTIVE MEANS DESIGNED TO MINIMIZE CONTACT WITH STORMWATER. PERMITTEES ARE NOT REQUIRED TO COVER OR PROTECT PRODUCTS WHICH ARE EITHER NOT A SOURCE OF CONTAMINATION TO STORMWATER OR ARE DESIGNED TO BE EXPOSED TO STORMWATER. [MINN. R. 7090]

12.3 PERMITTEES MUST PLACE PESTICIDES, FERTILIZERS AND TREATMENT CHEMICALS UNDER COVER (E.G., PLASTIC SHEETING OR TEMPORARY ROOFS) OR PROTECT THEM BY SIMILARLY EFFECTIVE MEANS DESIGNED TO MINIMIZE CONTACT WITH STORMWATER. [MINN. R. 7090]

12.4 PERMITTEES MUST STORE HAZARDOUS MATERIALS AND TOXIC WASTE, (INCLUDING OIL, DIESEL FUEL, GASOLINE, HYDRAULIC FLUIDS, PAINT SOLVENTS, PETROLEUM-BASED PRODUCTS, WOOD PRESERVATIVES, ADDITIVES, CURING COMPOUNDS, AND ACIDS) IN SEALED CONTAINERS TO PREVENT SPILLS, LEAKS OR OTHER DISCHARGE. STORAGE AND DISPOSAL OF HAZARDOUS WASTE MATERIALS MUST BE IN COMPLIANCE WITH MINN. R. CH. 7045 INCLUDING SECONDARY CONTAINMENT AS APPLICABLE. [MINN. R. 7090]

12.5 PERMITTEES MUST PROPERLY STORE, COLLECT AND DISPOSE SOLID WASTE IN COMPLIANCE WITH MINN. R. CH. 7035. [MINN. R. 7035]

12.6 PERMITTEES MUST POSITION PORTABLE TOILETS SO THEY ARE SECURE AND WILL NOT TIP OR BE KNOCKED OVER. PERMITTEES MUST PROPERLY DISPOSE SANITARY WASTE IN ACCORDANCE WITH MINN. R. CH. 7041. [MINN. R. 7041]

12.7 PERMITTEES MUST TAKE REASONABLE STEPS TO PREVENT THE DISCHARGE OF SPILLED OR LEAKED CHEMICALS, INCLUDING FUEL, FROM ANY AREA WHERE CHEMICALS OR FUEL WILL BE LOADED OR UNLOADED INCLUDING THE USE OF DRIP PANS OR ABSORBENTS UNLESS INFEASIBLE. PERMITTEES MUST ENSURE ADEQUATE SUPPLIES ARE AVAILABLE AT ALL TIMES TO CLEAN UP DISCHARGED MATERIALS AND THAT AN APPROPRIATE DISPOSAL METHOD IS AVAILABLE FOR RECOVERED SPILLED MATERIALS. PERMITTEES MUST REPORT AND CLEAN UP SPILLS IMMEDIATELY AS REQUIRED BY MINN. STAT. 115.061, USING DRY CLEAN UP MEASURES WHERE POSSIBLE. [MINN. STAT. 115.061]

12.8 PERMITTEES MUST LIMIT VEHICLE EXTERIOR WASHING AND EQUIPMENT TO A DEFINED AREA OF THE SITE. PERMITTEES MUST CONTAIN RUNOFF FROM THE WASHING AREA IN A SEDIMENT BASIN OR OTHER SIMILARLY EFFECTIVE CONTROLS AND MUST DISPOSE WASTE FROM THE WASHING ACTIVITY PROPERLY. PERMITTEES MUST PROPERLY USE AND STORE SOAPS, DETERGENTS, OR SOLVENTS. [MINN. R. 7090]

12.9 PERMITTEES MUST PROVIDE EFFECTIVE CONTAINMENT FOR ALL LIQUID AND SOLID WASTES GENERATED BY WASHOUT OPERATIONS (E.G., CONCRETE, STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS) RELATED TO THE CONSTRUCTION ACTIVITY. PERMITTEES MUST PREVENT LIQUID AND SOLID WASHOUT WASTES FROM CONTACTING THE GROUND AND MUST DESIGN THE CONTAINMENT SO IT DOES NOT RESULT IN RUNOFF FROM THE WASHOUT OPERATIONS OR AREAS. PERMITTEES MUST PROPERLY DISPOSE LIQUID AND SOLID WASTES IN COMPLIANCE WITH MPCA RULES. PERMITTEES MUST INSTALL A SIGN INDICATING THE LOCATION OF THE WASHOUT FACILITY. [MINN. R. 7035, MINN. R. 7090]

13.1 PERMIT TERMINATION CONDITIONS. [MINN. R. 7090]

13.2 PERMITTEES MUST COMPLETE ALL CONSTRUCTION ACTIVITY AND MUST INSTALL PERMANENT COVER OVER ALL AREAS PRIOR TO SUBMITTING THE NOT. VEGETATIVE COVER MUST CONSIST OF A UNIFORM PERENNIAL VEGETATION WITH A DENSITY OF 70 PERCENT OF ITS EXPECTED FINAL GROWTH. VEGETATION IS NOT REQUIRED WHERE THE FUNCTION OF A SPECIFIC AREA DICTATES NO VEGETATION, SUCH AS IMPERVIOUS SURFACES OR THE BASE OF A SAND FILTER. [MINN. R. 7090]

13.3 PERMITTEES MUST CLEAN THE PERMANENT STORMWATER TREATMENT SYSTEM OF ANY ACCUMULATED SEDIMENT AND MUST ENSURE THE SYSTEM MEETS ALL APPLICABLE REQUIREMENTS IN SECTION 15 THROUGH 19 AND IS OPERATING AS DESIGNED. [MINN. R. 7090]

13.4 PERMITTEES MUST REMOVE ALL SEDIMENT FROM CONVEYANCE SYSTEMS PRIOR TO SUBMITTING THE NOT. [MINN. R. 7090]

13.5 PERMITTEES MUST REMOVE ALL TEMPORARY SYNTHETIC EROSION PREVENTION AND SEDIMENT CONTROL BMPS PRIOR TO SUBMITTING THE NOT. PERMITTEES MAY LEAVE BMPS DESIGNED TO DECOMPOSE ON-SITE IN PLACE. [MINN. R. 7090]

13.6 FOR RESIDENTIAL CONSTRUCTION ONLY, PERMIT COVERAGE TERMINATES ON INDIVIDUAL LOTS IF THE STRUCTURES ARE FINISHED AND TEMPORARY EROSION PREVENTION AND DOWNGRADIENT PERIMETER CONTROL IS COMPLETE, THE RESIDENCE SELLS TO THE HOMEOWNER, AND THE PERMITTEE DISTRIBUTES THE MPCA'S "HOMEOWNER FACT SHEET" TO THE HOMEOWNER. [MINN. R. 7090]

13.7 FOR CONSTRUCTION PROJECTS ON AGRICULTURAL LAND (E.G., PIPELINES ACROSS CROPLAND), PERMITTEES MUST RETURN THE DISTURBED LAND TO ITS PRECONSTRUCTION AGRICULTURAL USE PRIOR TO SUBMITTING THE NOT. [MINN. R. 7090]

14.1 TEMPORARY SEDIMENT BASINS. [MINN. R. 7090]

14.2 WHERE TEN (10) OR MORE ACRES OF DISTURBED SOIL DRAIN TO A COMMON LOCATION, PERMITTEES MUST PROVIDE A TEMPORARY SEDIMENT BASIN TO PROVIDE TREATMENT OF THE RUNOFF BEFORE IT LEAVES THE CONSTRUCTION SITE OR ENTERS SURFACE WATERS. PERMITTEES MAY CONVERT A TEMPORARY SEDIMENT BASIN TO A PERMANENT BASIN AFTER CONSTRUCTION IS COMPLETE. THE TEMPORARY BASIN IS NO LONGER REQUIRED WHEN PERMANENT COVER HAS REDUCED THE ACREAGE OF DISTURBED SOIL TO LESS THAN TEN (10) ACRES DRAINING TO A COMMON LOCATION. [MINN. R. 7090]

14.3 THE TEMPORARY BASIN MUST PROVIDE LIVE STORAGE FOR A CALCULATED VOLUME OF RUNOFF FROM A TWO (2)-YEAR, 24-HOUR STORM FROM EACH ACRE DRAINED TO THE BASIN OR 1,800 CUBIC FEET OF LIVE STORAGE PER ACRE DRAINED, WHICHEVER IS GREATER. [MINN. R. 7090]

14.4 WHERE PERMITTEES HAVE NOT CALCULATED THE TWO (2)-YEAR, 24-HOUR STORM RUNOFF AMOUNT, THE TEMPORARY BASIN MUST PROVIDE 3,600 CUBIC FEET OF LIVE STORAGE PER ACRE OF THE BASINS' DRAINAGE AREA. [MINN. R. 7090]

14.5 PERMITTEES MUST DESIGN BASIN OUTLETS TO PREVENT SHORT-CIRCUITING AND THE DISCHARGE OF FLOATING DEBRIS. [MINN. R. 7090]

14.6 PERMITTEES MUST DESIGN THE OUTLET STRUCTURE TO WITHDRAW WATER FROM THE SURFACE TO MINIMIZE THE DISCHARGE OF POLLUTANTS. PERMITTEES MAY TEMPORARILY SUSPEND THE USE OF A SURFACE WITHDRAWAL MECHANISM DURING FROZEN CONDITIONS. THE BASIN MUST INCLUDE A STABILIZED EMERGENCY OVERFLOW TO PREVENT FAILURE OF POND INTEGRITY. [MINN. R. 7090]

14.7 PERMITTEES MUST PROVIDE ENERGY DISSIPATION FOR THE BASIN OUTLET WITHIN

PROJECT TITLE

CLEARSCAPE OUTDOOR SERVICES

PROJECT LOCATION

175 OLD HIGHWAY 8 SW
NEW BRIGHTON, MN 55112
RAMSEY COUNTY

LATITUDE: 45.04734
LONGITUDE: -93.19737

DEVELOPER

CLEARSCAPE OUTDOOR SERVICES
175 OLD HIGHWAY 8 SW
NEW BRIGHTON, MN 55112

CONTACT NAME: DAN STEUERNAGEL
CONTACT PHONE: (651) 755-2651
CONTACT E-MAIL: DanS@clearscape.net

GENERAL CONTRACTOR

TBD

NARRATIVE - PERMANENT STORMWATER TREATMENT SYSTEMS

PERMANENT STORMWATER MANAGEMENT FEATURES WILL INCLUDE ONE NURP POND. SEE "STORMWATER DRAINAGE REPORT" FOR FURTHER DISCUSSION.

SITE IMPERVIOUS AREAS

	BEFORE CONSTRUCTION	AFTER CONSTRUCTION
ANALYZED AREA	5.11 ACRES	
TOTAL ESTIMATED IMPERVIOUS	3.47 ACRES	3.29 ACRES
TOTAL ESTIMATED PERVIOUS	1.64 ACRES	1.82 ACRES

TOTAL DISTURBED AREA

~3.9 ACRES

SITE MAP W/ EXISTING AND FINAL GRADES AND DESIGN CALCULATIONS

SEE "STORMWATER DRAINAGE REPORT" FOR EXISTING AND PROPOSED AREA MAPS, DENOTING DRAINAGE AREA BOUNDARIES, DIRECTIONS OF FLOW, AND DISCHARGE POINTS WHERE STORMWATER LEAVES THE SITE.

RECEIVING WATERS WITHIN ONE MILE

NAME OF WATER BODY	TYPE OF WATER BODY	SPECIAL WATER	IMPAIRED WATER
RCD 2	DITCH	NO	YES
LAKE JONAS	LAKE	NO	YES
LAKE JOHANNA	LAKE	NO	YES

BUFFER TO SURFACE WATER

☐ YES ■ NO ☐ N/A IF THE SITE DRAINS TO A SURFACE WATER, IS A 50-FT NATURAL BUFFER ADJACENT TO THE SURFACE WATER PRESERVED?

NOTE: NATURAL BUFFERS ARE NOT REQUIRED ADJACENT TO ROAD DITCHES, JUDICIAL DITCHES, COUNTY DITCHES, STORMWATER CONVEYANCE CHANNELS, STORM DRAIN INLETS, AND SEDIMENT BASINS.

A) REDUNDANT SEDIMENT CONTROL MEASURES WILL BE PROVIDED WHERE DISTURBANCE IS WITHIN 50-FT OF A SURFACE WATER.

TEMPORARY SEDIMENTATION BASINS

☐ YES ☐ NO ■ N/A IF TEN (10) OR MORE ACRES OF DISTURBED SOIL DRAIN TO A COMMON LOCATION, IS A TEMPORARY SEDIMENT BASIN PROVIDED FOR TREATMENT OF THE RUNOFF BEFORE IT LEAVES THE CONSTRUCTION SITE OR ENTERS SURFACE WATERS?

A) BECAUSE THIS SITE IS WITHIN ONE MILE OF AN IMPAIRED WATER, THIS REQUIREMENT BECOMES FIVE (5) MILES. HOWEVER, IT IS NOT ANTICIPATED THAT MORE THAN 5 ACRES WILL BE DISTURBED.

INFILTRATION FEASIBILITY

■ YES ☐ NO ☐ N/A ARE THERE ANY INFILTRATION RESTRICTIONS FOR THE SITE (SEE 16.14 THROUGH 16.21?

A) THE SITE HAS CLAY SOILS AND IS UNSUITABLE FOR INFILTRATION.

ADDITIONAL STORMWATER MITIGATION MEASURES

☐ YES ■ NO ARE THERE ANY STORMWATER MITIGATION MEASURES PER:

- ENVIRONMENTAL REVIEW DOCUMENT?
- ENDANGERED SPECIES REVIEW?
- ARCHAEOLOGICAL REVIEW?
- OTHER LOCAL, STATE OR FEDERAL REVIEW?

IF YES TO ANY OF THE ABOVE, DESCRIBE THE MITIGATION MEASURES. FOR PURPOSES OF THIS PERMIT, MITIGATION MEASURES MEANS ACTIONS NECESSARY TO AVOID, MINIMIZE, OR MITIGATE FOR IMPACTS RELATED TO EROSION PREVENTION, SEDIMENT CONTROL, THE PERMANENT STORMWATER TREATMENT SYSTEM, POLLUTION PREVENTION MANAGEMENT MEASURES AND DISCHARGES ASSOCIATED WITH THE PROJECT'S CONSTRUCTION ACTIVITY. [MINN. R. 7090]

DOCUMENTATION OF TRAINED INDIVIDUALS

A. INDIVIDUAL WHO PREPARED THE SWPPP:

ADAM GINKEL
PLOWE ENGINEERING, INC.
6776 LAKE DRIVE
LINO LAKES MN 55014
(651) 361-8234
adam@plowe.com

B. INDIVIDUAL(S) OVERSEEING IMPLEMENTATION OF, REVISING AND/OR AMENDING THE SWPPP AND INDIVIDUALS PERFORMING INSPECTIONS FOR THE PROJECT. ONE OF THESE INDIVIDUALS MUST BE AVAILABLE FOR AN ONSITE INSPECTION WITHIN 72 HOURS UPON REQUEST BY THE MPCA. [MINN. R. 7090]

CONTACT NAME _____

CONTACT PHONE _____

CONTACT E-MAIL: _____

C. INDIVIDUAL(S) PERFORMING OR SUPERVISING THE INSTALLATION, MAINTENANCE AND REPAIR OF BMPS. [MINN. R. 7090]

CONTACT NAME _____

CONTACT PHONE _____

CONTACT E-MAIL: _____

LONG TERM OPERATION AND MAINTENANCE OF PERMANENT STORMWATER FACILITIES

THE PROPOSED STORMWATER MANAGEMENT FEATURE FOR THIS SITE IS A STORMWATER POND AND WILL BE PRIVATELY OWNED AND MAINTAINED.

REVEGETATION SPECIFICATIONS

ITEM	MNDOT SPECIFICATION/NOTES
SOD	3878
SEED **	3876
* FOR TURF ESTABLISHMENT COMMERCIAL TURF RESIDENTIAL TURF	 MNDOT MIX 25-131 (220 LBS/ACRE) MNDOT MIX 25-131 (120 LBS/ACRE)
TEMPORARY FALL COVER SPRING/SUMMER SOIL-BUILDING COVER 1-2 YEARS COVER 2-5 YEARS COVER	MNDOT MIX 21-112 (100 LBS/ACRE) MNDOT MIX 21-111 (100 LBS/ACRE) MNDOT MIX 21-113 (110 LBS/ACRE) MNDOT MIX 22-111 (30.5 LBS/ACRE) MNDOT MIX 22-112 (40 LBS/ACRE)
MULCH	3882 (TYPE 1 - DISC ANCHORED)
HYDROMULCH	3884
FERTILIZER	3881
WOOD FIBER BLANKET	3885 (CATEGORY 2)

* MOW A MINIMUM OF:
RESIDENTIAL TURF - ONCE PER 2 WEEKS
COMMERCIAL TURF - ONCE PER 4 WEEKS

** SEEDED AREAS SHALL BE EITHER MULCHED OR COVERED BY FIBROUS BLANKETS TO PROTECT SEEDS AND LIMIT EROSION.

QUANTITIES - ESTIMATED QUANTITIES FOR EROSION AND SEDIMENT CONTROL MEASURES

TYPE	QTY	UNIT
SILT FENCE		LINEAR FEET
BIO-ROLLS		EACH
RIP-RAP W. GEO-FABRIC		CUBIC YARDS
CATCH BASIN INLET PROTECTION		EACH
STABILIZED RIPRAP OVERFLOW		EACH
EROSION CONTROL BLANKET		SQUARE YARDS
SEED & MULCH (GENERAL)		ACRE
ROCK CONSTRUCTION ENTRANCE		EACH

NARRATIVE - TIMING FOR INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES

1. A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN AND SWPPP MUST BE AVAILABLE ON THE PROJECT SITE AT ALL TIMES.
2. CONTRACTOR SHALL INSTALL SILT FENCE AS SHOWN ON PLAN.
   2.1. ADDITIONAL SILT FENCE MAY BE NECESSARY IF LOCAL CONDITIONS REQUIRE.
   2.2. THE CONTRACTOR SHALL MAINTAIN SILT FENCE, INCLUDING THE REMOVAL OF ACCUMULATED SEDIMENT, THROUGH COMPLETION OF BUILDING CONSTRUCTION.
   2.3. SILT FENCE SHALL REMAIN IN-PLACE UNTIL SITE HAS BEEN STABILIZED.
3. CONTRACTOR SHALL INSTALL A ROCK CONSTRUCTION ENTRANCE AT ALL LOCATIONS WHERE CONSTRUCTION TRAFFIC WILL ENTER/EXIT SITE.
4. CONTRACTOR TO INSTALL TREE PROTECTION FENCING AS APPLICABLE
5. CONTRACTOR SHALL PERFORM SITE GRADING ON AN AREA-BY-AREA BASIS TO MINIMIZE UNSTABILIZED AREAS.
   5.1. CONTRACTOR MUST IMMEDIATELY INITIATE STABILIZATION OF EXPOSED SOIL AREAS, AS DESCRIBED IN ITEM 8.4 OF THE PERMIT, AND COMPLETE THE STABILIZATION WITHIN 24 HOURS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE TEMPORARILY OR PERMANENTLY CEASES.
   5.2. CONTRACTOR TO PROVIDE TEMPORARY SEDIMENTATION BASINS AS REQUIRED IN SECTION 14.1 THROUGH 14.10.
6. CONTRACTOR TO SHALL PAY SPECIAL ATTENTION TO ADJACENT PROPERTY LINES TO ENSURE THE EROSION CONTROL PRACTICES INPLACE IN THOSE AREAS PREVENT MIGRATION OF SEDIMENT ONTO ADJACENT PROPERTIES.
7. ALL EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THE PLANS OR IMPLEMENTED IN THE FIELD SHALL BE IN ACCORDANCE WITH THE CITY AND NPDES PHASE II PERMIT REQUIREMENTS.
8. CONTRACTOR TO PROVIDE ADDITIONAL SILT FENCE, BIOROLLS, EROSION CONTROL BLANKET, OR OTHER APPROVED EQUAL FOR ANY SLOPES THAT APPEAR TO BE FAILING
9. CONTRACTOR TO STABILIZE SOIL STOCKPILES; STABILIZATION SHALL BE INITIATED IMMEDIATELY
10. CONTRACTOR SHALL FINAL GRADE SWALE AREAS UPON STABILIZATION OF UPSTREAM AREAS.
11. CONTRACTOR SHALL BE RESPONSIBLE TO SWEEP/SCRAPE ADJACENT STREETS WHEN MATERIALS OR DEBRIS HAVE WASHED/FLOWED ONTO ADJACENT STREETS OR AS DIRECTED BY CITY
12. COORDINATE SMALL UTILITIES INSTALLATIONS (GAS, PHONE, ELECTRIC, CABLE, FIBEROPTIC, ETC.) AFTER PAVEMENT INSTALLATION.

"BEST MANAGEMENT PRACTICES (BMPS)" MEANS THE MOST EFFECTIVE AND PRACTICABLE MEANS OF EROSION PREVENTION AND SEDIMENT CONTROL, AND WATER QUALITY MANAGEMENT PRACTICES THAT ARE THE MOST EFFECTIVE AND PRACTICABLE MEANS OF TO CONTROL, PREVENT, AND MINIMIZE DEGRADATION OF SURFACE WATER, INCLUDING AVOIDANCE OF IMPACTS, CONSTRUCTION-PHASING, MINIMIZING THE LENGTH OF TIME SOIL AREAS ARE EXPOSED, PROHIBITIONS, POLLUTION PREVENTION THROUGH GOOD HOUSEKEEPING, AND OTHER MANAGEMENT PRACTICES PUBLISHED BY STATE OR DESIGNATED AREA-WIDE PLANNING AGENCIES. [MINN. R. 7090]

"CONSTRUCTION ACTIVITY" MEANS ACTIVITIES INCLUDING CLEARING, GRADING, AND EXCAVATING, THAT RESULT IN LAND DISTURBANCE OF EQUAL TO OR GREATER THAN ONE ACRE, INCLUDING ONE DISTURBANCE OF LESS THAN ONE ACRE IF TOTAL LAND AREA THAT IS PART OF A LARGER COMMON PLAN OF DEVELOPMENT OR SALE IF THE LARGER COMMON PLAN WILL ULTIMATELY DISTURB EQUAL TO OR GREATER THAN ONE ACRE. THIS INCLUDES A DISTURBANCE TO THE LAND THAT RESULTS IN A CHANGE IN THE TOPOGRAPHY, EXISTING SOIL COVER, BOTH VEGETATIVE AND NONVEGETATIVE, OR THE EXISTING SOIL TOPOGRAPHY THAT MAY RESULT IN ACCELERATED STORMWATER RUNOFF THAT MAY LEAD TO SOIL EROSION AND MOVEMENT OF SEDIMENT. CONSTRUCTION ACTIVITY DOES NOT INCLUDE A DISTURBANCE TO THE LAND OF LESS THAN FIVE ACRES FOR THE PURPOSE OF ROUTINE MAINTENANCE PERFORMED TO MAINTAIN THE ORIGINAL LINE AND GRADE, HYDRAULIC CAPACITY, AND ORIGINAL PURPOSE OF THE FACILITY. ROUTINE MAINTENANCE DOES NOT INCLUDE ACTIVITIES SUCH AS REPAIRS, REPLACEMENT AND OTHER TYPES OF NON-ROUTINE MAINTENANCE. PAVEMENT REHABILITATION THAT DOES NOT DISTURB THE UNDERLYING SOILS (E.G., MILL AND OVERLAY PROJECTS) IS NOT CONSTRUCTION ACTIVITY. [MINN. R. 7090]

"DEWATERING" MEANS THE REMOVAL OF SURFACE OR GROUND WATER TO DRY AND/OR SOLIDIFY A CONSTRUCTION SITE TO ENABLE CONSTRUCTION ACTIVITY. DEWATERING MAY REQUIRE A MINNESOTA DEPARTMENT OF NATURAL RESOURCES WATER APPROPRIATION PERMIT AND, IF DEWATERING WATER IS CONTAMINATED, DISCHARGE OF SUCH WATER MAY REQUIRE AN INDIVIDUAL MPCA NPDES/SDS PERMIT. [MINN. R. 7090]

"EROSION PREVENTION" MEANS MEASURES EMPLOYED TO PREVENT EROSION SUCH AS SOIL STABILIZATION PRACTICES, PERMANENT COVER OR CONSTRUCTION PHASING. [MINN. R. 7090]

"GENERAL CONTRACTOR" MEANS THE PARTY WHO SIGNS THE CONSTRUCTION CONTRACT WITH THE OWNER TO CONSTRUCT THE ENTIRE PROJECT DESCRIBED IN THE FINAL PLANS AND SPECIFICATIONS. WHERE THE CONSTRUCTION PROJECT INVOLVES MORE THAN ONE CONTRACTOR, THE GENERAL CONTRACTOR IS THE PARTY RESPONSIBLE FOR MANAGING THE ENTIRE PROJECT ON BEHALF OF THE OWNER. IN SOME CASES, THE OWNER IS THE GENERAL CONTRACTOR. IN THESE CASES, THE OWNER SIGNS THE PERMIT APPLICATION AS THE OPERATOR AND BECOMES THE SOLE PERMITTEE. [MINN. R. 7090]

"GROUNDWATER" MEANS THE WATER CONTAINED BELOW THE SURFACE OF THE EARTH IN THE SATURATED ZONE INCLUDING, WITHOUT LIMITATION, ALL WATERS WHETHER UNDER CONFINED, UNCONFINED, OR PERCHED CONDITIONS, IN NEAR SURFACE UNCONSOLIDATED SEDIMENT OR REGOLITH, OR IN ROCK FORMATIONS DEEPER UNDERGROUND. [MINN. R. 7060]

"HOMEOWNER FACT SHEET" MEANS AN MPCA FACT SHEET AVAILABLE ON THE MPCA CONSTRUCTION STORMWATER WEBSITE FOR PERMITTEES TO GIVE TO HOMEOWNERS AT THE TIME OF SALE. [MINN. R. 7090]

"INFEASIBLE" MEANS NOT TECHNOLOGICALLY POSSIBLE OR NOT ECONOMICALLY PRACTICABLE AND ACHIEVABLE IN LIGHT OF THE BEST INDUSTRY PRACTICES. [MINN. R. 7090]

"INITIATED IMMEDIATELY" MEANS TAKING AN ACTION TO COMMENCE SOIL STABILIZATION AS SOON AS PRACTICABLE, BUT NO LATER THAN THE END OF THE WORK DAY, FOLLOWING THE DAY WHEN THE LAND-DISTURBING ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE, IF THE PERMITTEES KNOW THAT CONSTRUCTION WORK ON THAT PORTION OF THE SITE WILL BE TEMPORARILY CEASED FOR 14 OR MORE ADDITIONAL CALENDAR DAYS OR 7 CALENDAR DAYS WHERE ITEM 23.9 APPLIES. PERMITTEES CAN INITIATE STABILIZATION BY:

A. PREPPING THE SOIL FOR VEGETATIVE OR NON-VEGETATIVE STABILIZATION; OR

B. APPLYING MULCH OR OTHER NON-VEGETATIVE PRODUCT TO THE EXPOSED SOIL AREA; OR

C. SEEDING OR PLANTING THE EXPOSED AREA; OR

D. STARTING ANY OF THE ACTIVITIES IN A - C ON A PORTION OF THE AREA TO BE STABILIZED, BUT NOT ON THE ENTIRE AREA; OR

E. FINALIZING ARRANGEMENTS TO HAVE STABILIZATION PRODUCT FULLY INSTALLED IN COMPLIANCE WITH THE APPLICABLE DEADLINE FOR COMPLETING STABILIZATION. [MINN. R. 7090]

"IMPERVIOUS SURFACE" MEANS A CONSTRUCTED HARD SURFACE THAT EITHER PREVENTS OR RETARDS THE ENTRY OF WATER INTO THE SOIL AND CAUSES WATER TO RUN OFF THE SURFACE IN GREATER QUANTITIES AND AT AN INCREASED RATE OF FLOW THAN PRIOR TO DEVELOPMENT. EXAMPLES INCLUDE ROOFTOPS, SIDEWALKS, DRIVEWAYS, PARKING LOTS, AND CONCRETE, ASPHALT, OR GRAVEL ROADS. BRIDGES OVER SURFACE WATERS ARE CONSIDERED IMPERVIOUS SURFACES. [MINN. R. 7090]

"NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)" MEANS THE PROGRAM FOR ISSUING, MODIFYING, REVOKING, REISSUING, TERMINATING, MONITORING, AND ENFORCING PERMITS UNDER THE CLEAN WATER ACT, AS AMENDED (33 U.S.C. 1251 ET SEQ. SECTION 1342 AND 40 CFR PARTS 122, 123, 124 AND 450). [MINN. R. 7090]

"NATURAL BUFFER" MEANS AN AREA OF UNDISTURBED COVER SURROUNDING SURFACE WATERS WITHIN WHICH CONSTRUCTION ACTIVITIES ARE RESTRICTED. NATURAL BUFFER INCLUDES THE VEGETATION, EXPOSED ROCK, OR BARREN GROUND THAT EXISTS PRIOR TO COMMENCEMENT OF EARTH-DISTURBING ACTIVITIES. [MINN. R. 7090]

"NOTICE OF TERMINATION (NOT)" MEANS THE FORM (ELECTRONIC OR PAPER) REQUIRED FOR TERMINATING COVERAGE UNDER THE CONSTRUCTION GENERAL PERMIT. [MINN. R. 7090]

""OPERATOR" MEANS THE PERSON (USUALLY THE GENERAL CONTRACTOR), FIRM, GOVERNMENTAL AGENCY, OR OTHER ENTITY DESIGNATED BY THE OWNER WHO HAS DAY TO DAY OPERATIONAL CONTROL AND/OR THE ABILITY TO MODIFY PROJECT PLANS AND SPECIFICATIONS RELATED TO THE SWPPP. THE PERMIT APPLICATION MUST LIST THE OPERATOR AS A PERMITTEE. SUBCONTRACTORS HIRED BY AND UNDER SUPERVISION OF THE GENERAL CONTRACTOR ARE NOT OPERATORS. [MINN. R. 7090]

"OWNER" MEANS THE PERSON, FIRM, GOVERNMENTAL AGENCY, OR OTHER ENTITY POSSESSING THE TITLE OF THE LAND ON WHICH THE CONSTRUCTION ACTIVITIES WILL OCCUR OR, IF THE CONSTRUCTION ACTIVITY IS FOR A LEASE, EASEMENT, OR MINERAL RIGHTS LICENSE HOLDER, THE PARTY OR INDIVIDUAL IDENTIFIED AS THE LEASE, EASEMENT OR MINERAL RIGHTS LICENSE HOLDER OR THE CONTRACTING GOVERNMENT AGENCY RESPONSIBLE FOR THE CONSTRUCTION ACTIVITY. [MINN. R. 7090]

"PERMANENT COVER" MEANS SURFACE TYPES THAT WILL PREVENT SOIL FAILURE UNDER EROSIVE CONDITIONS. EXAMPLES INCLUDE: GRAVEL, CONCRETE, PERENNIAL COVER, OR OTHER LANDSCAPED MATERIAL THAT WILL PERMANENTLY ARREST SOIL EROSION. PERMITTEES MUST ESTABLISH A UNIFORM PERENNIAL VEGETATIVE COVER (I.E., EVENLY DISTRIBUTED, WITHOUT LARGE BARE AREAS) WITH A DENSITY OF 70 PERCENT OF THE NATIVE BACKGROUND VEGETATIVE COVER ON ALL AREAS NOT COVERED BY PERMANENT STRUCTURES, OR EQUIVALENT PERMANENT STABILIZATION MEASURES. PERMANENT COVER DOES NOT INCLUDE TEMPORARY BMPS SUCH AS WOOD FIBER BLANKET, MULCH, AND ROLLED EROSION CONTROL PRODUCTS. [MINN. R. 7090]

"PERMITTEES" MEANS THE PERSONS, FIRM, GOVERNMENTAL AGENCY, OR OTHER ENTITY IDENTIFIED AS THE OWNER AND OPERATOR ON THE APPLICATION SUBMITTED TO THE MPCA AND ARE RESPONSIBLE FOR COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS PERMIT. [MINN. R. 7090]

"PROJECT(S)" MEANS ALL CONSTRUCTION ACTIVITY PLANNED AND/OR CONDUCTED UNDER A PARTICULAR PERMIT. THE PROJECT OCCURS ON THE SITE OR SITES DESCRIBED IN THE PERMIT APPLICATION, THE SWPPP AND IN THE ASSOCIATED PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS. [MINN. R. 7090]

"PUBLIC WATERS" MEANS ALL WATER BASINS AND WATERCOURSES DESCRIBED IN MINN. STAT. SECT. 103G.005 SUBP. 15. [MINN. R. 7090]

"SEDIMENT CONTROL" MEANS METHODS EMPLOYED TO PREVENT SUSPENDED SEDIMENT IN STORMWATER FROM LEAVING THE SITE (E.G. SILT FENCES, COMPOST LOGS AND STORM DRAIN INLET PROTECTION). [MINN. R. 7090]

"STABILIZE", "STABILIZED", "STABILIZATION" MEANS THE EXPOSED GROUND SURFACE HAS BEEN COVERED BY APPROPRIATE MATERIALS SUCH AS MULCH, STAKED SOD, RIPRAP, EROSION CONTROL BLANKET, MATS OR OTHER MATERIAL THAT PREVENTS EROSION FROM OCCURRING. GRASS SEEDING, AGRICULTURAL CROP SEEDING OR OTHER SEEDING ALONE IS NOT STABILIZATION. MULCH MATERIALS MUST ACHIEVE APPROXIMATELY 90 PERCENT GROUND COVERAGE (TYPICALLY 2 TON/ACRE). [MINN. R. 7090]

"STORMWATER" MEANS PRECIPITATION RUNOFF, STORMWATER RUNOFF, SNOWMELT RUNOFF, AND ANY OTHER SURFACE RUNOFF AND DRAINAGE. [MINN. R. 7090]

"STEEP SLOPES" MEANS SLOPES THAT ARE 1:3 (V:H) (33.3 PERCENT) OR STEEPER IN GRADE. [MINN. R. 7090]

"STORM WATER POLLUTION PREVENTION PLAN (SWPPP)" MEANS A PLAN FOR STORMWATER DISCHARGE THAT INCLUDES ALL REQUIRED CONTENT UNDER IN SECTION 5 THAT DESCRIBES THE EROSION PREVENTION, SEDIMENT CONTROL AND WASTE CONTROL BMPS AND PERMANENT STORMWATER TREATMENT SYSTEMS. [MINN. R. 7090]

"SURFACE WATER OR WATERS" MEANS ALL STREAMS, LAKES, PONDS, MARSHES, WETLANDS, RESERVOIRS, SPRINGS, RIVERS, DRAINAGE SYSTEMS, WATERWAYS, WATERCOURSES, AND IRRIGATION SYSTEMS WHETHER NATURAL OR ARTIFICIAL, PUBLIC OR PRIVATE, EXCEPT THAT SURFACE WATERS DO NOT INCLUDE STORMWATER TREATMENT SYSTEMS CONSTRUCTED FROM UPLAND. THIS PERMIT DOES NOT CONSIDER STORMWATER TREATMENT SYSTEMS CONSTRUCTED IN WETLANDS AND MITIGATED IN ACCORDANCE WITH SECTION 22 AS SURFACE WATERS. [MINN. R. 7090]

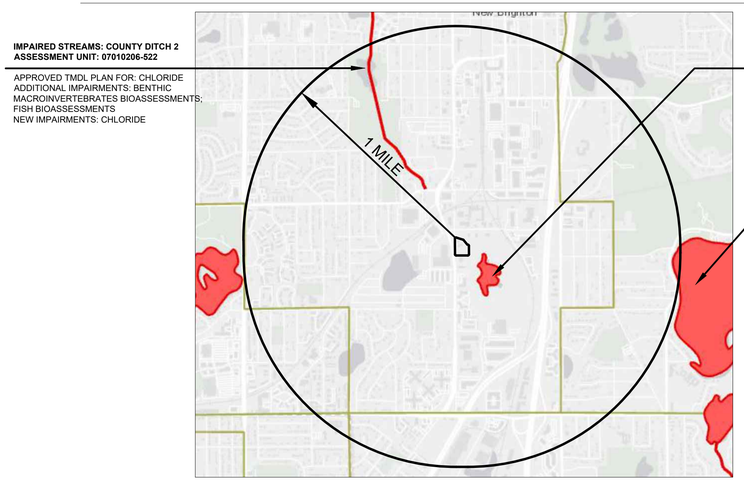
"WATERS OF THE STATE" (AS DEFINED IN MINN. STAT. SECT. 115.01, SUBP. 22) MEANS ALL STREAMS, LAKES, PONDS, MARSHES, WATERCOURSES, WATERWAYS, WELLS, SPRINGS, RESERVOIRS, AQUIFERS, IRRIGATION SYSTEMS, DRAINAGE SYSTEMS AND ALL OTHER BODIES OR ACCUMULATIONS OF WATER, SURFACE OR UNDERGROUND, NATURAL OR ARTIFICIAL, PUBLIC OR PRIVATE, WHICH ARE CONTAINED WITHIN, FLOW THROUGH, OR BORDER UPON THE STATE OR ANY PORTION THEREOF. [MINN. STAT. 115.01, SUBP. 22]

"WATER QUALITY VOLUME" MEANS ONE (1) INCH OF RUNOFF FROM THE NET INCREASE IN IMPERVIOUS SURFACES CREATED BY THE PROJECT (CALCULATED AS AN INSTANTANEOUS VOLUME). [MINN. R. 7090]

"WETLANDS" (AS DEFINED IN MINN. R. 7050.0186, SUBP. 1A.B.) MEANS THOSE AREAS THAT ARE INUNDATED OR SATURATED BY SURFACE WATER OR GROUNDWATER AT A FREQUENCY AND DURATION SUFFICIENT TO SUPPORT, AND UNDER NORMAL CIRCUMSTANCES DO SUPPORT, A PREVALENCE OF VEGETATION TYPICALLY ADAPTED FOR LIFE IN SATURATED SOIL CONDITIONS. WETLANDS GENERALLY INCLUDE SWAMPS, MARSHES, BOGS, AND SIMILAR AREAS. CONSTRUCTED WETLANDS DESIGNED FOR WASTEWATER TREATMENT ARE NOT WATERS OF THE STATE. WETLANDS MUST HAVE THE FOLLOWING ATTRIBUTES:

1. A PREDOMINANCE OF HYDRIC SOILS; AND
2. INUNDATED OR SATURATED BY SURFACE WATER OR GROUNDWATER AT A FREQUENCY AND DURATION SUFFICIENT TO SUPPORT A PREVALENCE OF HYDROPHYTIC VEGETATION TYPICALLY ADAPTED FOR LIFE IN A SATURATED SOIL CONDITION; AND
3. UNDER NORMAL CIRCUMSTANCES SUPPORT A PREVALENCE OF SUCH VEGETATION. [MINN. R. 7050.0186, SUBP. 1A.B]

MAP OF SURFACE WATERS



IMPAIRED STREAMS: COUNTY DITCH 2
ASSESSMENT UNIT: 07010206-522

APPROVED TMDL PLAN FOR: CHLORIDE
ADDITIONAL IMPAIRMENTS: BENTHIC MACROINVERTEBRATES BIOASSESSMENTS; FISH BIOASSESSMENTS
NEW IMPAIRMENTS: CHLORIDE

IMPAIRED WETLANDS: JONES
ASSESSMENT UNIT: 62-0076-00

APPROVED TMDL PLAN FOR: NONE
ADDITIONAL IMPAIRMENTS: AQUATIC PLANT BIOASSESSMENTS; BENTHIC MACROINVERTEBRATES BIOASSESSMENTS
NEW IMPAIRMENTS: NONE

IMPAIRED LAKES: JOHANNA
ASSESSMENT UNIT: 62-0078-00

APPROVED TMDL PLAN FOR: CHLORIDE
ADDITIONAL IMPAIRMENTS: PERFLUOROOCTANE SULFONATE (PFOS) IN FISH TISSUE
NEW IMPAIRMENTS: CHLORIDE

PLOWE ENGINEERING, INC.
6776 LAKE DRIVE
SUITE 110
LINO LAKES, MN 55014
PHONE: (651) 361-8210
FAX: (651) 361-8701
SITE PLANNING & ENGINEERING

DRAWN BY: AG | JOB NO: 23-2119 | CHECK BY: MOA | DATE: 09/23/24

NO.	DATE	DESCRIPTION
1	01.16.26	SITE PLAN ADJUSTED AND PARKING ADDED
2	03.13.26	SITE PLAN, GRADING, STORMWATER MGMT ADJ.
3		
4		
5		
6		
7		
8		

I hereby certify that this plan 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.

PRELIMINARY

ADAM GINKEL License No. 43963

Date: 03.13.2026

CLEARSCAPE OUTDOOR SERVICE
NEW BRIGHTON, MN

SWPPP

PREPARED FOR: CLEARSCAPE OUTDOOR SERVICES & SUPPLIES

SHEET
C2.3

S:\PLOWE\CAD\23PROJ\2119 CLEARSCAPE\2119 CAD\2119 BASE 7.DWG
Friday, March 13, 2026 12:23:24 PM

GENERAL NOTES

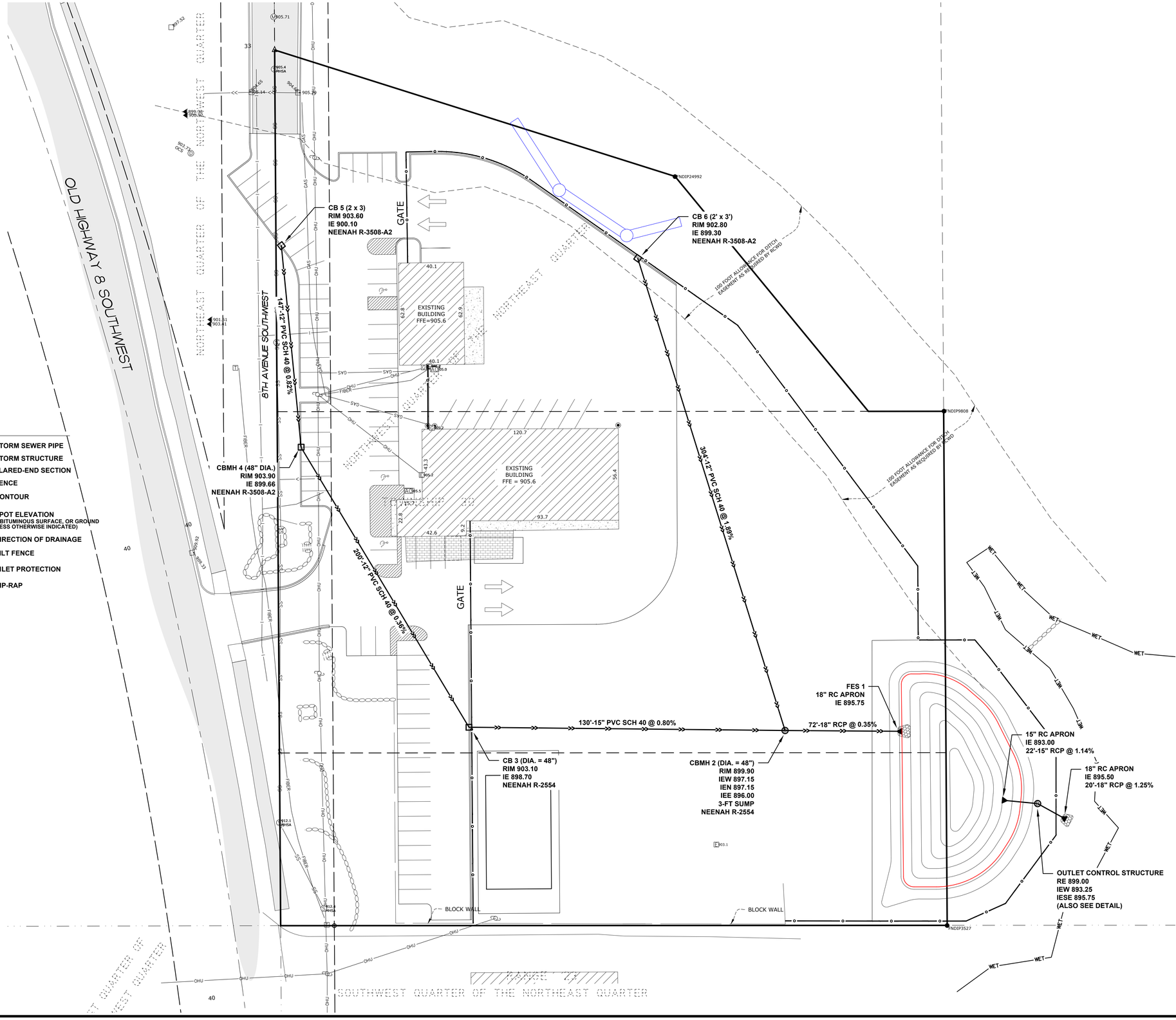
1. THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF EXISTING UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO TYPE AND LOCATION OF UTILITIES AS NECESSARY TO AVOID DAMAGE TO THESE UTILITIES.
2. CALL GOPHER STATE ONE CALL AT LEAST 48 HOURS PRIOR TO ANY EXCAVATIONS FOR EXISTING UTILITIES LOCATIONS.
3. THE CONTRACTOR SHALL FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING UTILITIES AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO THE START OF INSTALLATIONS.
4. ALL UTILITY AND STREET INSTALLATIONS SHALL CONFORM TO THE CITY STANDARD SPECIFICATIONS AND DETAIL PLATES.
5. ALL WORK SHALL BE PERFORMED DURING CITY APPROVED WORKING HOURS.
6. PARKING, EQUIPMENT STORAGE OR MATERIAL STORAGE SHALL NOT BE ALLOWED ON PUBLIC STREETS OR WITHIN PUBLIC RIGHT-OF-WAY.
7. NOTIFY CITY A MINIMUM OF 48 HOURS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
8. ALL ELECTRIC, TELEPHONE, AND GAS EXTENSIONS INCLUDING SERVICE LINES SHALL BE CONSTRUCTED TO THE APPROPRIATE UTILITY COMPANY SPECIFICATIONS. ALL UTILITY DISCONNECTIONS SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY COMPANY.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL, SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS, AS NECESSARY TO CONTROL THE MOVEMENT OF TRAFFIC.

STORM SEWER NOTES

1. STORM SEWER MATERIALS SHALL BE:
   1.1. RCP ONLY
2. FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING STORM SEWER AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY INSTALLATIONS.
3. STORM SEWER LENGTHS INCLUDE THE LAYING LENGTH OF THE FLARED-END SECTION. LAYING LENGTH OF APRON TO BE DEDUCTED FROM PAYMENT LENGTH OF PIPE.
4. PIPE FLARED-END SECTIONS SHALL INCLUDE RIPRAP. PIPES 24" IN DIAMETER AND LARGER REQUIRE TRASHGUARDS.

LEGEND

- EXISTING OVERHEAD ELECTRIC
- EXISTING UNDERGROUND GAS
- EXISTING UNDERGROUND FIBEROPTIC
- EXISTING TELEPHONE PEDESTAL
- EXISTING ELECTRICAL PEDESTAL / BOX
- EXISTING CABLE PEDESTAL
- EXISTING UTILITY POLE
- EXISTING STORM SEWER
- EXISTING WATER MAIN
- EXISTING SANITARY SEWER
- EXISTING SANITARY SEWER MANHOLE
- EXISTING CONTOUR
- EXISTING SPOT ELEVATION
- EXISTING RETAINING WALL
- EXISTING FENCE
- EXISTING BOLLARDS
- PROPOSED STORM SEWER PIPE
- PROPOSED STORM STRUCTURE
- PROPOSED FLARED-END SECTION
- PROPOSED FENCE
- PROPOSED CONTOUR
- PROPOSED SPOT ELEVATION (GUTTERLINE, BITUMINOUS SURFACE, OR GROUND SURFACE UNLESS OTHERWISE INDICATED)
- PROPOSED DIRECTION OF DRAINAGE
- PROPOSED SILT FENCE
- PROPOSED INLET PROTECTION
- PROPOSED RIP-RAP



NORTH

30 0 15 30 60

1 INCH = 30 FEET
HORIZONTAL
(22" x 34")

PLOWE
ENGINEERING, INC.
6776 LAKE DRIVE
SUITE 110
LINO LAKES, MN 55014
PHONE: (651) 361-8210
FAX: (651) 361-8701
SITE PLANNING & ENGINEERING

DRAWN BY: AG
JOB NO: 23-2119
CHECK BY: MOA
DATE: 09/23/24

NO.	DATE	DESCRIPTION
1	09.27.24	POND OUTLET ALIGNMENT ADJ.
2	10.29.24	LEAN-TO ADDED
3	04.04.25	SITE PLAN ADJUSTED
4	01.16.26	SITE PLAN ADJUSTED AND PARKING ADDED
5	03.13.26	SITE PLAN, GRADING, STORMWATER MGMT ADJ.
6		
7		
8		

I hereby certify that this plan 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.

PRELIMINARY

ADAM GINKEL
Date: 03.13.2026 License No. 43963

CLEARSCAPE OUTDOOR SERVICE

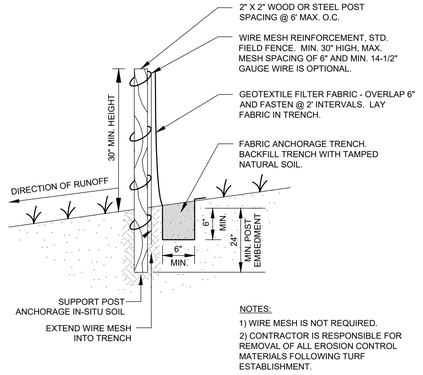
NEW BRIGHTON, MN

UTILITY PLAN

PREPARED FOR: CLEARSCAPE OUTDOOR SERVICES & SUPPLIES

SHEET
C3.1

S:\PLOWE\CAD\23PROJ\2119 CLEARSCAPE\2119 CAD\2119 BASE 7.DWG
Friday, March 13, 2026 12:23:24 PM

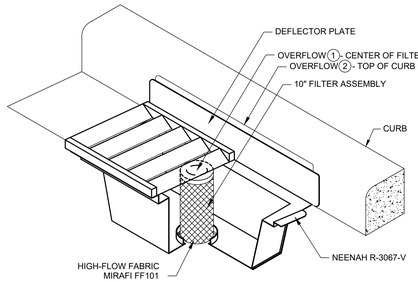


NOTES:

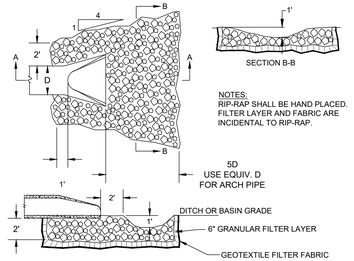
1) WIRE MESH IS NOT REQUIRED.

2) CONTRACTOR IS RESPONSIBLE FOR REMOVAL OF ALL EROSION CONTROL MATERIALS FOLLOWING TURF ESTABLISHMENT.

SILT FENCE
N.T.S.



WIMCO INLET PROTECTION
N.T.S.

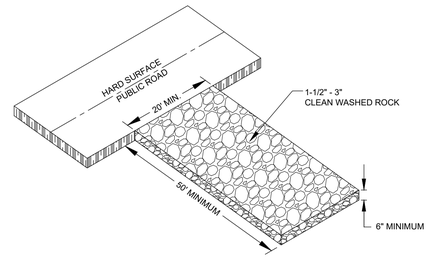


NOTES:
RIP-RAP SHALL BE HAND PLACED. FILTER LAYER AND FABRIC ARE INCIDENTAL TO RIP-RAP.

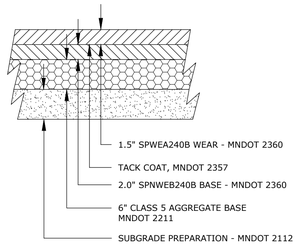
RIP-RAP QUANTITIES (C.Y.)

PIPE DIA.	RIP-RAP	PIPE DIA.	RIP-RAP	PIPE DIA.	RIP-RAP
12"	4	24"	10	42"	23
15"	5	27"	12	48"	29
18"	6	30"	14	54"	34
21"	8	36"	19	60"	39

RIP-RAP AT PIPE OUTLETS
N.T.S.



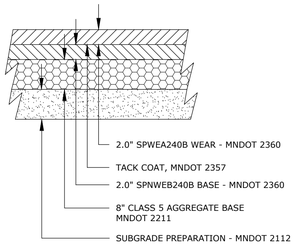
ROCK CONSTRUCTION ENTRANCE
N.T.S.



PAVING SHALL CONFORM TO THE LATEST EDITION OF MNDOT'S STANDARD SPECIFICATIONS FOR CONSTRUCTION AND THE CITY'S STANDARDS FOR STREET AND UTILITY CONSTRUCTION.

PAVING SECTION SHALL BE REVIEWED AND APPROVED BY GEOTECHNICAL ENGINEER PRIOR TO ANY INSTALLATIONS.

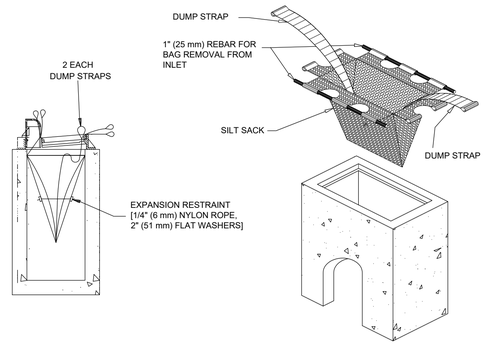
PAVEMENT - LIGHT DUTY
N.T.S.



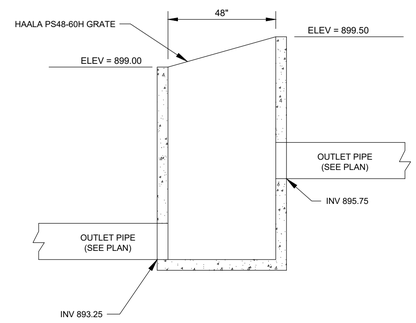
PAVING SHALL CONFORM TO THE LATEST EDITION OF MNDOT'S STANDARD SPECIFICATIONS FOR CONSTRUCTION AND THE CITY'S STANDARDS FOR STREET AND UTILITY CONSTRUCTION.

PAVING SECTION SHALL BE REVIEWED AND APPROVED BY GEOTECHNICAL ENGINEER PRIOR TO ANY INSTALLATIONS.

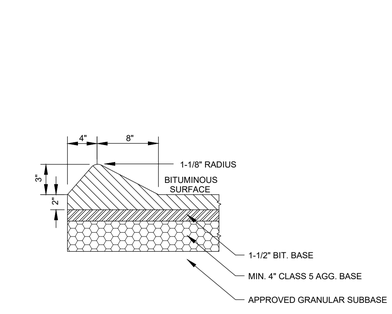
PAVEMENT - HEAVY DUTY
N.T.S.



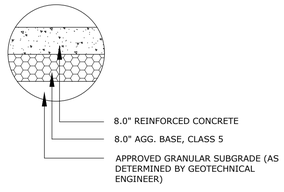
SILT SACK
N.T.S.



POND OUTLET STRUCTURE
N.T.S.



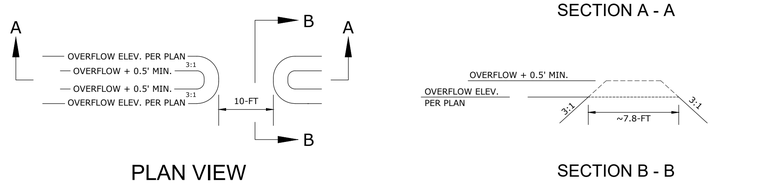
BITUMINOUS CURB
N.T.S.



1. PAVING SHALL CONFORM TO THE LATEST EDITION OF MNDOT'S STANDARD SPECIFICATIONS FOR CONSTRUCTION

2. GEOTECHNICAL ENGINEER TO PROVIDE RECOMMENDATIONS FOR MATERIALS FOR FINAL PAVEMENT DESIGN.

CONCRETE PAVEMENT
N.T.S.



RIP-RAP OVERFLOWS
N.T.S.

PLOWE ENGINEERING, INC.
6776 LAKE DRIVE
SUITE 110
LINO LAKES, MN 55014
PHONE: (651) 361-8210
FAX: (651) 361-8701
SITE PLANNING & ENGINEERING

DRAWN BY: AG
JOB NO: 23-2119
CHECK BY: MOA
DATE: 09/23/24

NO.	DATE	DESCRIPTION
1	01.16.26	SITE PLAN ADJUSTED AND PARKING ADDED
2	03.13.26	SITE PLAN, GRADING, STORMWATER MGMT ADJ.
3		
4		
5		
6		
7		
8		

I hereby certify that this plan 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.

PRELIMINARY

ADAM GINKEL
License No. 43963
Date: 03.13.2026

CLEARSCAPE OUTDOOR SERVICE
NEW BRIGHTON, MN

DETAILS
PREPARED FOR: CLEARSCAPE OUTDOOR SERVICES & SUPPLIES

SHEET
C4.1

Stormwater Drainage Report

for

CLEARSCAPE OUTDOOR SERVICES

NEW BRIGHTON, MN
(Plowe #23-2119)

Prepared on:	September 23, 2024
Revised on:	September 27, 2024
	April 4, 2025
	January 16, 2026
	March 13, 2026
Prepared for:	Clearscape Outdoor Services
Prepared by:	Plowe Engineering, Inc.
	6776 Lake Dr Ste 110
	Lino Lakes, MN 55014

I hereby certify that this 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.

ADAM GINKEL, P.E.
MN LICENSE #43963

PLOWE
ENGINEERING, INC.
6776 Lake Drive, Suite 110
Lino Lakes, Minnesota 55014
Office (651) 361–8210
Fax (651) 361–8701

CLEARSCAPE OUTDOOR SERVICES

Site Drainage Narrative & Storm Water Calculations

~~Date: September 23, 2024~~
~~Revised: September 27, 2024~~
~~Revised: April 4, 2025~~
~~Revised: January 16, 2026~~
Revised: March 13, 2026

This project proposes the creation of a paved employee parking lot, paved area around the existing building, vacation of a portion of the public right-of-way (8th Ave) and other miscellaneous improvements at Clearscape Outdoor Services, located at 125 and 175 Old Highway 8 SW in New Brighton.

The site is also located within Rice Creek Watershed District (RCWD.)

WETLANDS

Looking at NWI maps, there are wetlands offsite to the southeast, namely surrounding Jones Lake. No wetland delineation has been done.

SOILS AND GROUNDWATER INFORMATION

Soil borings were done by NTI, Inc. in 2021; two (2) borings were collected. The borings show up to 8 feet of undocumented fill and underlying soils of clayey sand (SC) and silty sands (SP-SM).

Water was encountered in both borings at 9 to 10 feet below existing grade (approximate elevations of 898.1 and 895.8).

STORM WATER MODELING

Modeling uses HydroCAD with Atlas 14 rainfall events and MSE Type 3 storm distribution. Runoff from pervious and impervious surfaces is separated in the HydroCAD model. Storms used are the HydroCAD standards for Anoka County:

2-year storm	= 2.83”
10-year storm	= 4.21”
100-year storm	= 7.06”

HSG D soils are assumed in the modeling.

Water	CN=98
Impervious	CN=98
Pervious (existing)	CN=80

Elevations used are based on NAVD88.

DRAINAGE

Existing Conditions

The analyzed area is mostly impervious (gravel, concrete, buildings, bituminous), with about 89% draining east to an existing ditch and the remainder draining west to a stormwater storage area.

Existing impervious area
(within analyzed model) = 155,074 sf
= 3.56 acres

Proposed Conditions

The proposed improvements will include a new bituminous parking lot, bituminous paving around the building, bituminous millings for the storage yard, bituminous improvements on the west side (for additional parking) and other miscellaneous improvements. All of the new/reconstructed impervious is routed to a proposed NURP pond.

Proposed new and
reconstructed impervious area = 119,370 sf
= 2.74 acres

WATER QUALITY TREATMENT

Required Vol. (ft^3) = New/reconstructed imp. surface (ft^2) x 1.1(in) x 1/12 (ft/in) ÷ TP Removal Factor

Because NURP ponding is proposed, the TP Removal Factor is 0.5. HydroCAD is also run for a 2.5" storm event to come up with the NURP volume required.

		Pond A
Existing impervious to pond	sf	13,528
New/reconstructed impervious to pond	sf	107,895
Total impervious to pond	sf	121,423
Required volume per HydroCAD NURP	cf	26,963
Required volume per RCWD calculation	cf	19,781
Provided volume	cf	**35,575**

PERCENTAGE OF IMPERVIOUS TREATED

A minimum of 85% of new and reconstructed impervious must be treated for phosphorous; the requirement is met.

Proposed new & reconstructed impervious = 107,895 sf
Total new & reconstructed
impervious routed to pond * = 107,895 sf

Percentage of impervious treateded = 100%

RATE CONTROL

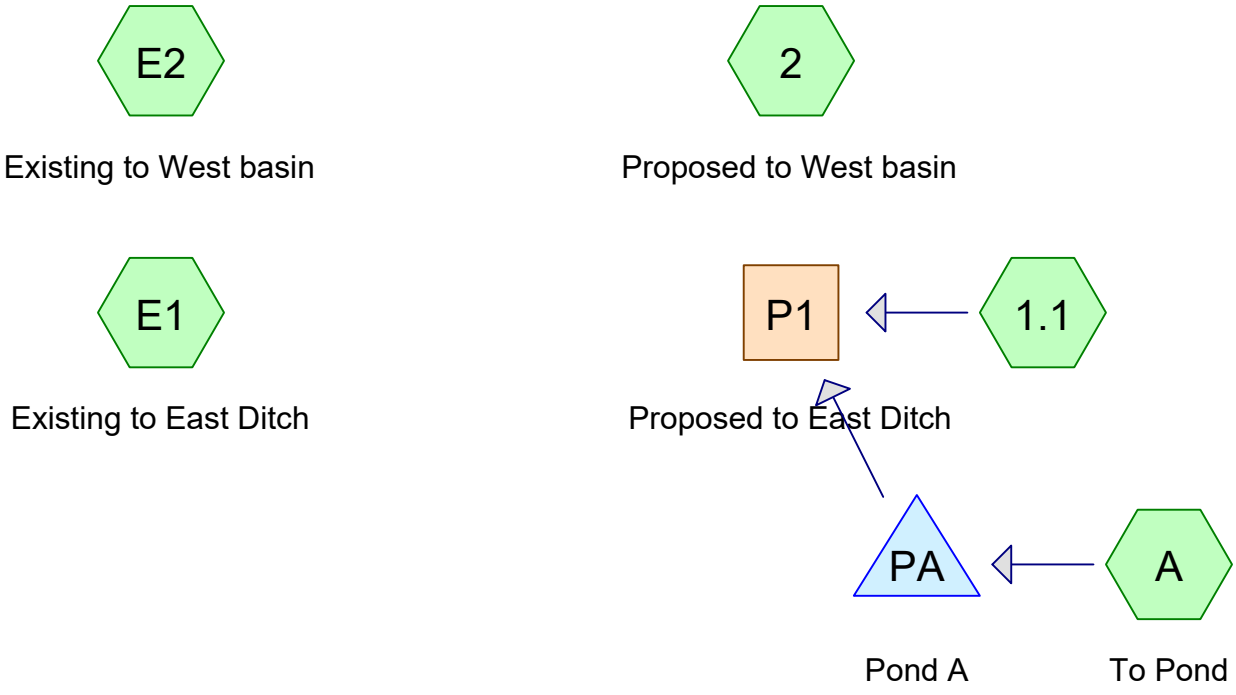
RCWD rules state: *Peak stormwater runoff rates for the proposed project at the project site boundary, in aggregate, must not exceed existing peak runoff rates for the 2-year, 10-year and 100-year, 24-hour rainfall events, or a different critical event duration at the discretion of the District Engineer. Any increase in a critical duration flood event rate at a specific point of discharge from the project site must be limited and cause no adverse downstream impact.*

Flood management zone: the proposed run-off must be 80% or less than existing for all storm events.

	Storm Events		
	2-year (cfs)	10-year (cfs)	100-year (cfs)
	To east ditch		
Existing	**14.74**	**23.25**	**41.09**
80% of Existing	**11.79**	**18.60**	**32.87**
Proposed	**7.39**	**12.41**	**19.09**

	To west basin		
Existing	**2.25**	**3.81**	**7.09**
80% of Existing	**1.80**	**3.05**	**5.67**
Proposed	**1.42**	**2.55**	**5.00**

Rate control is met for all analyzed storm events.



Subcat Reach Pond Link

Routing Diagram for 2119 V5 (3-12-26)
Prepared by Plowe Engineering, Inc., Printed 3/11/2026
HydroCAD® 10.00-24 s/n 01574 © 2018 HydroCAD Software Solutions LLC

Area Listing (all nodes)

Area (sq-ft)	CN	Description (subcatchment-numbers)
17,693	98	Existing impervious (2, A)
155,074	98	Impervious (E1, E2)
119,370	98	New/recon impervious (1.1, A)
154,453	80	Pervious (1.1, 2, A, E1, E2)
9,100	98	Pond (A)
455,690	**92**	**TOTAL AREA**

Time span=0.00-50.00 hrs, dt=0.01 hrs, 5001 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-Q
Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment1.1: Runoff Area=44,999 sf 25.50% Impervious Runoff Depth=1.50"
Tc=5.0 min CN=WQ Runoff=2.84 cfs 5,625 cf

Subcatchment2: Proposed to West basin Runoff Area=21,758 sf 19.14% Impervious Runoff Depth=1.41"
Flow Length=155' Tc=2.8 min CN=WQ Runoff=1.42 cfs 2,550 cf

SubcatchmentA: To Pond Runoff Area=161,088 sf 81.03% Impervious Runoff Depth=2.32"
Tc=5.0 min CN=WQ Runoff=14.54 cfs 31,132 cf

SubcatchmentE1: Existing to East Ditch Runoff Area=198,076 sf 72.26% Impervious Runoff Depth=2.19"
Flow Length=400' Tc=8.6 min CN=WQ Runoff=14.74 cfs 36,147 cf

SubcatchmentE2: Existing to West basin Runoff Area=29,769 sf 40.12% Impervious Runoff Depth=1.72"
Flow Length=155' Tc=2.8 min CN=WQ Runoff=2.25 cfs 4,256 cf

Reach P1: Proposed to East Ditch Inflow=7.39 cfs 36,636 cf
Outflow=7.39 cfs 36,636 cf

Pond PA: Pond A Peak Elev=897.04' Storage=46,769 cf Inflow=14.54 cfs 31,132 cf
Outflow=5.42 cfs 31,011 cf

Total Runoff Area = 455,690 sf Runoff Volume = 79,710 cf Average Runoff Depth = 2.10"
33.89% Pervious = 154,453 sf 66.11% Impervious = 301,237 sf

Summary for Subcatchment 1.1:

Runoff = 2.84 cfs @ 12.13 hrs, Volume= 5,625 cf, Depth= 1.50"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 2-Year Rainfall=2.83"

	Area (sf)	CN	Description
*	11,475	98	New/recon impervious
*	0	98	Existing impervious
*	33,524	80	Pervious
	44,999		Weighted Average
	33,524	80	74.50% Pervious Area
	11,475	98	25.50% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Summary for Subcatchment 2: Proposed to West basin

Runoff = 1.42 cfs @ 12.11 hrs, Volume= 2,550 cf, Depth= 1.41"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 2-Year Rainfall=2.83"

	Area (sf)	CN	Description
*	0	98	New/recon impervious
*	4,165	98	Existing impervious
*	17,593	80	Pervious
	21,758		Weighted Average
	17,593	80	80.86% Pervious Area
	4,165	98	19.14% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
2.2	30	0.0863	0.23		**Sheet Flow,** Grass: Short n= 0.150 P2= 2.86"
0.6	125	0.0487	3.31		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
2.8	155	Total			

Summary for Subcatchment A: To Pond

Runoff = 14.54 cfs @ 12.12 hrs, Volume= 31,132 cf, Depth= 2.32"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 2-Year Rainfall=2.83"

	Area (sf)	CN	Description
*	107,895	98	New/recon impervious
*	13,528	98	Existing impervious
*	9,100	98	Pond
*	30,565	80	Pervious
	161,088		Weighted Average
	30,565	80	18.97% Pervious Area
	130,523	98	81.03% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Summary for Subcatchment E1: Existing to East Ditch

Runoff = 14.74 cfs @ 12.16 hrs, Volume= 36,147 cf, Depth= 2.19"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 2-Year Rainfall=2.83"

	Area (sf)	CN	Description
*	143,132	98	Impervious
*	54,944	80	Pervious
	198,076		Weighted Average
	54,944	80	27.74% Pervious Area
	143,132	98	72.26% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
4.7	45	0.0292	0.16		**Sheet Flow,** Grass: Short n= 0.150 P2= 2.86"
2.1	105	0.0318	0.82		**Sheet Flow,** n= 0.025 P2= 2.86"
1.8	250	0.0196	2.25		**Shallow Concentrated Flow,** Unpaved Kv= 16.1 fps
8.6	400	Total			

Summary for Subcatchment E2: Existing to West basin

Runoff = 2.25 cfs @ 12.11 hrs, Volume= 4,256 cf, Depth= 1.72"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 2-Year Rainfall=2.83"

	Area (sf)	CN	Description
*	11,942	98	Impervious
*	17,827	80	Pervious
	29,769		Weighted Average
	17,827	80	59.88% Pervious Area
	11,942	98	40.12% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
2.2	30	0.0863	0.23		**Sheet Flow,** Grass: Short n= 0.150 P2= 2.86"
0.6	125	0.0487	3.31		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
2.8	155	Total			

Summary for Reach P1: Proposed to East Ditch

Inflow Area = 206,087 sf, 68.90% Impervious, Inflow Depth > 2.13" for 2-Year event
Inflow = 7.39 cfs @ 12.15 hrs, Volume= 36,636 cf
Outflow = 7.39 cfs @ 12.15 hrs, Volume= 36,636 cf, Atten= 0%, Lag= 0.0 min

Routing by Dyn-Stor-Ind method, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs

Summary for Pond PA: Pond A

Inflow Area = 161,088 sf, 81.03% Impervious, Inflow Depth = 2.32" for 2-Year event
Inflow = 14.54 cfs @ 12.12 hrs, Volume= 31,132 cf
Outflow = 5.42 cfs @ 12.23 hrs, Volume= 31,011 cf, Atten= 63%, Lag= 6.7 min
Primary = 5.42 cfs @ 12.23 hrs, Volume= 31,011 cf

Routing by Dyn-Stor-Ind method, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs
Starting Elev= 895.75' Surf.Area= 7,800 sf Storage= 35,575 cf
Peak Elev= 897.04' @ 12.23 hrs Surf.Area= 9,439 sf Storage= 46,769 cf (11,194 cf above start)

Plug-Flow detention time= (not calculated: initial storage exceeds outflow)
Center-of-Mass det. time= 75.9 min (834.9 - 759.0)

Volume	Invert	Avail.Storage	Storage Description
#1	886.00'	79,888 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
886.00	500	0	0
888.00	1,500	2,000	2,000
890.00	2,700	4,200	6,200
892.00	4,300	7,000	13,200
894.00	6,000	10,300	23,500
895.75	7,800	12,075	35,575
896.00	8,300	2,013	37,588
898.00	10,500	18,800	56,388
900.00	13,000	23,500	79,888

Device	Routing	Invert	Outlet Devices
#1	Primary	895.75'	**18.0" Round Outlet pipe** L= 20.0' Ke= 0.500 Inlet / Outlet Invert= 895.75' / 895.50' S= 0.0125 '/' Cc= 0.900 n= 0.013, Flow Area= 1.77 sf
#2	Device 1	899.00'	**48.0" Horiz. Haala Grate** C= 0.600 Limited to weir flow at low heads
#3	Device 1	893.25'	**15.0" Round Submerged Inlet** L= 22.0' Ke= 0.500 Inlet / Outlet Invert= 893.00' / 893.25' S= -0.0114 '/' Cc= 0.900 n= 0.013, Flow Area= 1.23 sf

Primary OutFlow Max=5.42 cfs @ 12.23 hrs HW=897.04' TW=0.00' (Dynamic Tailwater)
↑└─**1=Outlet pipe** (Barrel Controls 5.42 cfs @ 4.52 fps)
  ↑─**2=Haala Grate** (Controls 0.00 cfs)
  └─**3=Submerged Inlet** (Passes 5.42 cfs of 6.70 cfs potential flow)

Time span=0.00-50.00 hrs, dt=0.01 hrs, 5001 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-Q
Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment1.1: Runoff Area=44,999 sf 25.50% Impervious Runoff Depth=2.66"
Tc=5.0 min CN=WQ Runoff=5.03 cfs 9,993 cf

Subcatchment2: Proposed to West basin Runoff Area=21,758 sf 19.14% Impervious Runoff Depth=2.55"
Flow Length=155' Tc=2.8 min CN=WQ Runoff=2.55 cfs 4,629 cf

SubcatchmentA: To Pond Runoff Area=161,088 sf 81.03% Impervious Runoff Depth=3.64"
Tc=5.0 min CN=WQ Runoff=22.52 cfs 48,877 cf

SubcatchmentE1: Existing to East Ditch Runoff Area=198,076 sf 72.26% Impervious Runoff Depth=3.49"
Flow Length=400' Tc=8.6 min CN=WQ Runoff=23.25 cfs 57,556 cf

SubcatchmentE2: Existing to West basin Runoff Area=29,769 sf 40.12% Impervious Runoff Depth=2.92"
Flow Length=155' Tc=2.8 min CN=WQ Runoff=3.81 cfs 7,248 cf

Reach P1: Proposed to East Ditch Inflow=12.41 cfs 58,746 cf
Outflow=12.41 cfs 58,746 cf

Pond PA: Pond A Peak Elev=897.58' Storage=52,059 cf Inflow=22.52 cfs 48,877 cf
Outflow=7.99 cfs 48,754 cf

Total Runoff Area = 455,690 sf Runoff Volume = 128,303 cf Average Runoff Depth = 3.38"
33.89% Pervious = 154,453 sf 66.11% Impervious = 301,237 sf

Summary for Subcatchment 1.1:

Runoff = 5.03 cfs @ 12.12 hrs, Volume= 9,993 cf, Depth= 2.66"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 10-Year Rainfall=4.21"

	Area (sf)	CN	Description
*	11,475	98	New/recon impervious
*	0	98	Existing impervious
*	33,524	80	Pervious
	44,999		Weighted Average
	33,524	80	74.50% Pervious Area
	11,475	98	25.50% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Summary for Subcatchment 2: Proposed to West basin

Runoff = 2.55 cfs @ 12.11 hrs, Volume= 4,629 cf, Depth= 2.55"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 10-Year Rainfall=4.21"

	Area (sf)	CN	Description
*	0	98	New/recon impervious
*	4,165	98	Existing impervious
*	17,593	80	Pervious
	21,758		Weighted Average
	17,593	80	80.86% Pervious Area
	4,165	98	19.14% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
2.2	30	0.0863	0.23		**Sheet Flow,** Grass: Short n= 0.150 P2= 2.86"
0.6	125	0.0487	3.31		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
2.8	155	Total			

Summary for Subcatchment A: To Pond

Runoff = 22.52 cfs @ 12.12 hrs, Volume= 48,877 cf, Depth= 3.64"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 10-Year Rainfall=4.21"

	Area (sf)	CN	Description
*	107,895	98	New/recon impervious
*	13,528	98	Existing impervious
*	9,100	98	Pond
*	30,565	80	Pervious
	161,088		Weighted Average
	30,565	80	18.97% Pervious Area
	130,523	98	81.03% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Summary for Subcatchment E1: Existing to East Ditch

Runoff = 23.25 cfs @ 12.16 hrs, Volume= 57,556 cf, Depth= 3.49"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 10-Year Rainfall=4.21"

	Area (sf)	CN	Description
*	143,132	98	Impervious
*	54,944	80	Pervious
	198,076		Weighted Average
	54,944	80	27.74% Pervious Area
	143,132	98	72.26% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
4.7	45	0.0292	0.16		**Sheet Flow,** Grass: Short n= 0.150 P2= 2.86"
2.1	105	0.0318	0.82		**Sheet Flow,** n= 0.025 P2= 2.86"
1.8	250	0.0196	2.25		**Shallow Concentrated Flow,** Unpaved Kv= 16.1 fps
8.6	400	Total			

Summary for Subcatchment E2: Existing to West basin

Runoff = 3.81 cfs @ 12.11 hrs, Volume= 7,248 cf, Depth= 2.92"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 10-Year Rainfall=4.21"

	Area (sf)	CN	Description
*	11,942	98	Impervious
*	17,827	80	Pervious
	29,769		Weighted Average
	17,827	80	59.88% Pervious Area
	11,942	98	40.12% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
2.2	30	0.0863	0.23		**Sheet Flow,** Grass: Short n= 0.150 P2= 2.86"
0.6	125	0.0487	3.31		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
2.8	155	Total			

Summary for Reach P1: Proposed to East Ditch

Inflow Area = 206,087 sf, 68.90% Impervious, Inflow Depth = 3.42" for 10-Year event
Inflow = 12.41 cfs @ 12.14 hrs, Volume= 58,746 cf
Outflow = 12.41 cfs @ 12.14 hrs, Volume= 58,746 cf, Atten= 0%, Lag= 0.0 min

Routing by Dyn-Stor-Ind method, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs

Summary for Pond PA: Pond A

Inflow Area = 161,088 sf, 81.03% Impervious, Inflow Depth = 3.64" for 10-Year event
Inflow = 22.52 cfs @ 12.12 hrs, Volume= 48,877 cf
Outflow = 7.99 cfs @ 12.24 hrs, Volume= 48,754 cf, Atten= 65%, Lag= 7.1 min
Primary = 7.99 cfs @ 12.24 hrs, Volume= 48,754 cf

Routing by Dyn-Stor-Ind method, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs
Starting Elev= 895.75' Surf.Area= 7,800 sf Storage= 35,575 cf
Peak Elev= 897.58' @ 12.24 hrs Surf.Area= 10,036 sf Storage= 52,059 cf (16,484 cf above start)

Plug-Flow detention time= 443.9 min calculated for 13,179 cf (27% of inflow)
Center-of-Mass det. time= 64.2 min (817.4 - 753.3)

Volume	Invert	Avail.Storage	Storage Description
#1	886.00'	79,888 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
886.00	500	0	0
888.00	1,500	2,000	2,000
890.00	2,700	4,200	6,200
892.00	4,300	7,000	13,200
894.00	6,000	10,300	23,500
895.75	7,800	12,075	35,575
896.00	8,300	2,013	37,588
898.00	10,500	18,800	56,388
900.00	13,000	23,500	79,888

Device	Routing	Invert	Outlet Devices
#1	Primary	895.75'	**18.0" Round Outlet pipe** L= 20.0' Ke= 0.500 Inlet / Outlet Invert= 895.75' / 895.50' S= 0.0125 '/' Cc= 0.900 n= 0.013, Flow Area= 1.77 sf
#2	Device 1	899.00'	**48.0" Horiz. Haala Grate** C= 0.600 Limited to weir flow at low heads
#3	Device 1	893.25'	**15.0" Round Submerged Inlet** L= 22.0' Ke= 0.500 Inlet / Outlet Invert= 893.00' / 893.25' S= -0.0114 '/' Cc= 0.900 n= 0.013, Flow Area= 1.23 sf

Primary OutFlow Max=7.99 cfs @ 12.24 hrs HW=897.58' TW=0.00' (Dynamic Tailwater)
↑└─**1=Outlet pipe** (Passes 7.99 cfs of 8.54 cfs potential flow)
  ↑─**2=Haala Grate** (Controls 0.00 cfs)
  └─**3=Submerged Inlet** (Inlet Controls 7.99 cfs @ 6.51 fps)

Time span=0.00-50.00 hrs, dt=0.01 hrs, 5001 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-Q
Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment1.1: Runoff Area=44,999 sf 25.50% Impervious Runoff Depth=5.28"
Tc=5.0 min CN=WQ Runoff=9.78 cfs 19,792 cf

Subcatchment2: Proposed to West basin Runoff Area=21,758 sf 19.14% Impervious Runoff Depth=5.15"
Flow Length=155' Tc=2.8 min CN=WQ Runoff=5.00 cfs 9,331 cf

SubcatchmentA: To Pond Runoff Area=161,088 sf 81.03% Impervious Runoff Depth=6.43"
Tc=5.0 min CN=WQ Runoff=39.12 cfs 86,288 cf

SubcatchmentE1: Existing to East Ditch Runoff Area=198,076 sf 72.26% Impervious Runoff Depth=6.25"
Flow Length=400' Tc=8.6 min CN=WQ Runoff=41.09 cfs 103,105 cf

SubcatchmentE2: Existing to West basin Runoff Area=29,769 sf 40.12% Impervious Runoff Depth=5.58"
Flow Length=155' Tc=2.8 min CN=WQ Runoff=7.09 cfs 13,844 cf

Reach P1: Proposed to East Ditch Inflow=19.09 cfs 105,954 cf
Outflow=19.09 cfs 105,954 cf

Pond PA: Pond A Peak Elev=898.79' Storage=65,048 cf Inflow=39.12 cfs 86,288 cf
Outflow=10.30 cfs 86,162 cf

Total Runoff Area = 455,690 sf Runoff Volume = 232,360 cf Average Runoff Depth = 6.12"
33.89% Pervious = 154,453 sf 66.11% Impervious = 301,237 sf

Summary for Subcatchment 1.1:

Runoff = 9.78 cfs @ 12.12 hrs, Volume= 19,792 cf, Depth= 5.28"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 100-Year Rainfall=7.06"

	Area (sf)	CN	Description
*	11,475	98	New/recon impervious
*	0	98	Existing impervious
*	33,524	80	Pervious
	44,999		Weighted Average
	33,524	80	74.50% Pervious Area
	11,475	98	25.50% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Summary for Subcatchment 2: Proposed to West basin

Runoff = 5.00 cfs @ 12.11 hrs, Volume= 9,331 cf, Depth= 5.15"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 100-Year Rainfall=7.06"

	Area (sf)	CN	Description
*	0	98	New/recon impervious
*	4,165	98	Existing impervious
*	17,593	80	Pervious
	21,758		Weighted Average
	17,593	80	80.86% Pervious Area
	4,165	98	19.14% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
2.2	30	0.0863	0.23		**Sheet Flow,** Grass: Short n= 0.150 P2= 2.86"
0.6	125	0.0487	3.31		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
2.8	155	Total			

Summary for Subcatchment A: To Pond

Runoff = 39.12 cfs @ 12.12 hrs, Volume= 86,288 cf, Depth= 6.43"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 100-Year Rainfall=7.06"

	Area (sf)	CN	Description
*	107,895	98	New/recon impervious
*	13,528	98	Existing impervious
*	9,100	98	Pond
*	30,565	80	Pervious
	161,088		Weighted Average
	30,565	80	18.97% Pervious Area
	130,523	98	81.03% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Summary for Subcatchment E1: Existing to East Ditch

Runoff = 41.09 cfs @ 12.16 hrs, Volume= 103,105 cf, Depth= 6.25"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 100-Year Rainfall=7.06"

	Area (sf)	CN	Description
*	143,132	98	Impervious
*	54,944	80	Pervious
	198,076		Weighted Average
	54,944	80	27.74% Pervious Area
	143,132	98	72.26% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
4.7	45	0.0292	0.16		**Sheet Flow,** Grass: Short n= 0.150 P2= 2.86"
2.1	105	0.0318	0.82		**Sheet Flow,** n= 0.025 P2= 2.86"
1.8	250	0.0196	2.25		**Shallow Concentrated Flow,** Unpaved Kv= 16.1 fps
8.6	400	Total			

Summary for Subcatchment E2: Existing to West basin

Runoff = 7.09 cfs @ 12.10 hrs, Volume= 13,844 cf, Depth= 5.58"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 100-Year Rainfall=7.06"

	Area (sf)	CN	Description
*	11,942	98	Impervious
*	17,827	80	Pervious
	29,769		Weighted Average
	17,827	80	59.88% Pervious Area
	11,942	98	40.12% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
2.2	30	0.0863	0.23		**Sheet Flow,** Grass: Short n= 0.150 P2= 2.86"
0.6	125	0.0487	3.31		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
2.8	155	Total			

Summary for Reach P1: Proposed to East Ditch

Inflow Area = 206,087 sf, 68.90% Impervious, Inflow Depth = 6.17" for 100-Year event
Inflow = 19.09 cfs @ 12.13 hrs, Volume= 105,954 cf
Outflow = 19.09 cfs @ 12.13 hrs, Volume= 105,954 cf, Atten= 0%, Lag= 0.0 min

Routing by Dyn-Stor-Ind method, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs

Summary for Pond PA: Pond A

Inflow Area = 161,088 sf, 81.03% Impervious, Inflow Depth = 6.43" for 100-Year event
Inflow = 39.12 cfs @ 12.12 hrs, Volume= 86,288 cf
Outflow = 10.30 cfs @ 12.29 hrs, Volume= 86,162 cf, Atten= 74%, Lag= 10.0 min
Primary = 10.30 cfs @ 12.29 hrs, Volume= 86,162 cf

Routing by Dyn-Stor-Ind method, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs
Starting Elev= 895.75' Surf.Area= 7,800 sf Storage= 35,575 cf
Peak Elev= 898.79' @ 12.29 hrs Surf.Area= 11,485 sf Storage= 65,048 cf (29,473 cf above start)

Plug-Flow detention time= 227.0 min calculated for 50,587 cf (59% of inflow)
Center-of-Mass det. time= 57.0 min (803.9 - 746.8)

Volume	Invert	Avail.Storage	Storage Description
#1	886.00'	79,888 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
886.00	500	0	0
888.00	1,500	2,000	2,000
890.00	2,700	4,200	6,200
892.00	4,300	7,000	13,200
894.00	6,000	10,300	23,500
895.75	7,800	12,075	35,575
896.00	8,300	2,013	37,588
898.00	10,500	18,800	56,388
900.00	13,000	23,500	79,888

Device	Routing	Invert	Outlet Devices
#1	Primary	895.75'	**18.0" Round Outlet pipe** L= 20.0' Ke= 0.500 Inlet / Outlet Invert= 895.75' / 895.50' S= 0.0125 '/' Cc= 0.900 n= 0.013, Flow Area= 1.77 sf
#2	Device 1	899.00'	**48.0" Horiz. Haala Grate** C= 0.600 Limited to weir flow at low heads
#3	Device 1	893.25'	**15.0" Round Submerged Inlet** L= 22.0' Ke= 0.500 Inlet / Outlet Invert= 893.00' / 893.25' S= -0.0114 '/' Cc= 0.900 n= 0.013, Flow Area= 1.23 sf

Primary OutFlow Max=10.30 cfs @ 12.29 hrs HW=898.79' TW=0.00' (Dynamic Tailwater)
↑└─**1=Outlet pipe** (Passes 10.30 cfs of 12.87 cfs potential flow)
↑ └─**2=Haala Grate** (Controls 0.00 cfs)
└─**3=Submerged Inlet** (Inlet Controls 10.30 cfs @ 8.39 fps)

Time span=0.00-50.00 hrs, dt=0.01 hrs, 5001 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-Q
Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment1.1: Runoff Area=44,999 sf 25.50% Impervious Runoff Depth=1.24"
Tc=5.0 min CN=WQ Runoff=2.34 cfs 4,655 cf

Subcatchment2: Proposed to West basin Runoff Area=21,758 sf 19.14% Impervious Runoff Depth=1.15"
Flow Length=155' Tc=2.8 min CN=WQ Runoff=1.16 cfs 2,091 cf

SubcatchmentA: To Pond Runoff Area=161,088 sf 81.03% Impervious Runoff Depth=2.01"
Tc=5.0 min CN=WQ Runoff=12.66 cfs 26,963 cf

SubcatchmentE1: Existing to East Ditch Runoff Area=198,076 sf 72.26% Impervious Runoff Depth=1.89"
Flow Length=400' Tc=8.6 min CN=WQ Runoff=12.74 cfs 31,155 cf

SubcatchmentE2: Existing to West basin Runoff Area=29,769 sf 40.12% Impervious Runoff Depth=1.44"
Flow Length=155' Tc=2.8 min CN=WQ Runoff=1.89 cfs 3,580 cf

Reach P1: Proposed to East Ditch Inflow=6.18 cfs 31,497 cf
Outflow=6.18 cfs 31,497 cf

Pond PA: Pond A Peak Elev=896.90' Storage=45,539 cf Inflow=12.66 cfs 26,963 cf
Outflow=4.60 cfs 26,842 cf

Total Runoff Area = 455,690 sf Runoff Volume = 68,444 cf Average Runoff Depth = 1.80"
33.89% Pervious = 154,453 sf 66.11% Impervious = 301,237 sf

Summary for Subcatchment 1.1:

Runoff = 2.34 cfs @ 12.13 hrs, Volume= 4,655 cf, Depth= 1.24"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 NURP Rainfall=2.50"

	Area (sf)	CN	Description
*	11,475	98	New/recon impervious
*	0	98	Existing impervious
*	33,524	80	Pervious
	44,999		Weighted Average
	33,524	80	74.50% Pervious Area
	11,475	98	25.50% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Summary for Subcatchment 2: Proposed to West basin

Runoff = 1.16 cfs @ 12.11 hrs, Volume= 2,091 cf, Depth= 1.15"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 NURP Rainfall=2.50"

	Area (sf)	CN	Description
*	0	98	New/recon impervious
*	4,165	98	Existing impervious
*	17,593	80	Pervious
	21,758		Weighted Average
	17,593	80	80.86% Pervious Area
	4,165	98	19.14% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
2.2	30	0.0863	0.23		**Sheet Flow,** Grass: Short n= 0.150 P2= 2.86"
0.6	125	0.0487	3.31		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
2.8	155	Total			

Summary for Subcatchment A: To Pond

Runoff = 12.66 cfs @ 12.12 hrs, Volume= 26,963 cf, Depth= 2.01"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 NURP Rainfall=2.50"

	Area (sf)	CN	Description
*	107,895	98	New/recon impervious
*	13,528	98	Existing impervious
*	9,100	98	Pond
*	30,565	80	Pervious
	161,088		Weighted Average
	30,565	80	18.97% Pervious Area
	130,523	98	81.03% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Summary for Subcatchment E1: Existing to East Ditch

Runoff = 12.74 cfs @ 12.16 hrs, Volume= 31,155 cf, Depth= 1.89"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 NURP Rainfall=2.50"

	Area (sf)	CN	Description
*	143,132	98	Impervious
*	54,944	80	Pervious
	198,076		Weighted Average
	54,944	80	27.74% Pervious Area
	143,132	98	72.26% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
4.7	45	0.0292	0.16		**Sheet Flow,** Grass: Short n= 0.150 P2= 2.86"
2.1	105	0.0318	0.82		**Sheet Flow,** n= 0.025 P2= 2.86"
1.8	250	0.0196	2.25		**Shallow Concentrated Flow,** Unpaved Kv= 16.1 fps
8.6	400	Total			

Summary for Subcatchment E2: Existing to West basin

Runoff = 1.89 cfs @ 12.11 hrs, Volume= 3,580 cf, Depth= 1.44"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 NURP Rainfall=2.50"

	Area (sf)	CN	Description
*	11,942	98	Impervious
*	17,827	80	Pervious
	29,769		Weighted Average
	17,827	80	59.88% Pervious Area
	11,942	98	40.12% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
2.2	30	0.0863	0.23		**Sheet Flow,** Grass: Short n= 0.150 P2= 2.86"
0.6	125	0.0487	3.31		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
2.8	155	Total			

Summary for Reach P1: Proposed to East Ditch

Inflow Area = 206,087 sf, 68.90% Impervious, Inflow Depth > 1.83" for NURP event
Inflow = 6.18 cfs @ 12.15 hrs, Volume= 31,497 cf
Outflow = 6.18 cfs @ 12.15 hrs, Volume= 31,497 cf, Atten= 0%, Lag= 0.0 min

Routing by Dyn-Stor-Ind method, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs

Summary for Pond PA: Pond A

Inflow Area = 161,088 sf, 81.03% Impervious, Inflow Depth = 2.01" for NURP event
Inflow = 12.66 cfs @ 12.12 hrs, Volume= 26,963 cf
Outflow = 4.60 cfs @ 12.24 hrs, Volume= 26,842 cf, Atten= 64%, Lag= 6.9 min
Primary = 4.60 cfs @ 12.24 hrs, Volume= 26,842 cf

Routing by Dyn-Stor-Ind method, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs
Starting Elev= 895.75' Surf.Area= 7,800 sf Storage= 35,575 cf
Peak Elev= 896.90' @ 12.24 hrs Surf.Area= 9,294 sf Storage= 45,539 cf (9,964 cf above start)

Plug-Flow detention time= (not calculated: initial storage exceeds outflow)
Center-of-Mass det. time= 80.4 min (841.3 - 760.9)

Volume	Invert	Avail.Storage	Storage Description
#1	886.00'	79,888 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
886.00	500	0	0
888.00	1,500	2,000	2,000
890.00	2,700	4,200	6,200
892.00	4,300	7,000	13,200
894.00	6,000	10,300	23,500
895.75	7,800	12,075	35,575
896.00	8,300	2,013	37,588
898.00	10,500	18,800	56,388
900.00	13,000	23,500	79,888

Device	Routing	Invert	Outlet Devices
#1	Primary	895.75'	**18.0" Round Outlet pipe** L= 20.0' Ke= 0.500 Inlet / Outlet Invert= 895.75' / 895.50' S= 0.0125 '/' Cc= 0.900 n= 0.013, Flow Area= 1.77 sf
#2	Device 1	899.00'	**48.0" Horiz. Haala Grate** C= 0.600 Limited to weir flow at low heads
#3	Device 1	893.25'	**15.0" Round Submerged Inlet** L= 22.0' Ke= 0.500 Inlet / Outlet Invert= 893.00' / 893.25' S= -0.0114 '/' Cc= 0.900 n= 0.013, Flow Area= 1.23 sf

Primary OutFlow Max=4.60 cfs @ 12.24 hrs HW=896.90' TW=0.00' (Dynamic Tailwater)
└─**1=Outlet pipe** (Barrel Controls 4.60 cfs @ 4.36 fps)
  ├─**2=Haala Grate** (Controls 0.00 cfs)
  └─**3=Submerged Inlet** (Passes 4.60 cfs of 6.35 cfs potential flow)

CLEARSCAPE OUTDOOR SERVICE

DRAINAGE AREAS - EXISTING

NEW BRIGHTON, MINNESOTA

MARCH 13, 2026

50 0 25 50 100

1 INCH = 50 FEET
HORIZONTAL
(22" x 34")

NORTH

CLEARSCAPE OUTDOOR SERVICE

DRAINAGE AREAS - PROPOSED

NEW BRIGHTON, MINNESOTA

MARCH 13, 2026

50 0 25 50 100

1 INCH = 50 FEET
HORIZONTAL
(22" x 34")

NORTH

Agenda Section:	**Council Business**
Meeting Date:	**May 12, 2026**

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider a resolution to approve a Site Plan Amendment Authorizing Outdoor Storage of Landscaping Materials and Equipment and a New Salt Shed at 125 & 175 Old Highway 8 SW

Action Requested: Motion
Form of Action: Resolution
Votes Needed: 3 Votes

Summary Statement:	This item is directly connected to the public hearing preceding this business item. All analysis related to this site plan was reviewed with the previous item. Please refer to the reports and attachments in item VII(1) for all information related to this resolution.

Recommendations:	Approval of the resolution authorizing a new site plan for the properties at 125 & 175 Old Highway 8.

Applicable Deadlines:	Based on an application date of 3/24/26, the 60-day review period for this application expires on 5/23/26. This deadline can be extended an additional 60 days if more time is necessary.

Community Impact:	Finalizing the site plan and expanding the parking lot at 125 & 175 Old Highway 8 will address all parking and stormwater issues in this area, and will save the City money over the long term by eliminating maintenance and roadway replacement costs that only serve a single property.

Legislative History:	Please refer to the staff report for the detailed and extended history of this item.

Strategic Priority:	**Financial Sustainability** **Economic Development** **City Assets**

Fiscal Impact:	

Financial Consideration?	**No**
Revenue/Expenditure Amount:	$
Financing Source:	**N/A**
Notes:	

Attachments:	

1.	Resolution

RESOLUTION
CITY COUNCIL
CITY OF NEW BRIGHTON

RESOLUTION MAKING FINDINGS OF FACT AND APPROVING A SITE PLAN AMENDMENT AUTHORIZING OUTDOOR STORAGE OF LANDSCAPING MATERIALS AND EQUIPMENT AND A NEW SALT SHED AT 125 & 175 OLD HIGHWAY 8 SW

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, Clearscape Holdings LLC (the "Applicant") is owner of the properties (the "Property") at 125 & 175 Old Highway 8 which are legally described as follows:

Parcel 1: That part of the West 410 feet of the Northwest Quarter of the Northeast Quarter of Section 32, Township 30, Range 23, Ramsey County, Minnesota, lying North of the Southerly 316.25 feet thereof and lying Southerly and Westerly of a line described as beginning at a point in the West line of said Northwest Quarter of the Northeast Quarter, distant 538.75 feet North of the Southwest corner of said Northwest Quarter of the Northeast Quarter; thence Southeasterly deflecting 72 degrees, 05 minutes (measured from the South to the East) from said West line a distance of 258.28 feet; thence Southeasterly to a point in the North line of the South 316.25 feet of said Northwest Quarter of the Northeast Quarter distant 363.7 feet East of said West line, according to the United States Government survey.

Parcel 2: The Southerly 106.25 feet of the Westerly 410 feet of the Northwest Quarter of the Northeast Quarter of Section 32, Township 30, Range 23, Ramsey County, Minnesota.

Parcel 3: The North 210 feet of the South 316.25 feet of the West 410 feet of the Northwest Quarter of the Northeast Quarter of Section 32, Township 30, Range 23, Ramsey County, Minnesota.

WHEREAS, the Applicant previously secured a Special Use Permit to authorize outdoor storage of landscaping materials and equipment for the Property, the decision for which was memorialized by Resolution 2021-022; and

WHEREAS, the Applicant previously secured a Special Use Permit amendment to reauthorize outdoor storage of landscaping materials and equipment for the Property with a revised site plan necessary to address RCWD concerns, the decision for which was memorialized by Resolution 2021-035; and

WHEREAS, construction of the approved plan became overly cost prohibitive; and

WHEREAS, the Applicant worked with an engineering company over time to identify cost-effective solutions that would meet all City and Watershed requirements; and

WHEREAS, the Applicant made application on April 21, 2025, for a second Special Use Permit Amendment and site plan review to authorize a new addition on the northern-most building, new screening fencing and gate materials, and a new site plan configuration for the Property; and that amendment was memorialized by Resolution 2025-035; and

WHEREAS, construction of the approved plan again proved to be cost prohibitive; and

WHEREAS, DJs Landscaping acquired Clearscape Landscaping which addresses the capital issues preventing plans from moving forward, but their overall vision for the site was different than Clearscape's vision; and

WHEREAS, the City's zoning code was updated and became effective on November 3, 2025, and the new zoning code made landscaping businesses in the Industrial zone a permitted use rather than a conditionally permitted use; and

WHEREAS, DJs Landscaping made application on March 24, 2026, for a Site Plan Amendment to authorize a new salt shed, a new parking lot layout, and general overall site plan updates including the elimination of the site's retail component; 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 May 12, 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 site plan amendment based on the following findings of fact:

1. The proposed outdoor storage and site plan changes will not be detrimental to the public health or general welfare provided all materials are stored per the approved site plan and all conditions are met;

2. The proposed storage and site plan changes will not impact the use of surrounding properties, and will not impact surrounding property values provided all conditions are met;

3. The proposed site plan changes will not have any impact on the normal and ordinary development of surrounding properties;

4. The subject site is adequately served by municipal utilities and infrastructure;

5. The proposed use can conform to all underlying zoning district requirements.

BE IT FURTHER RESOLVED, that approval of the special use permit amendment shall be subject to the following conditions:

1. Engineering comments in the April 14, 2026, engineering memo shall all be addressed.

2. The applicants shall provide the City with documentation showing an easement is in place to allow construction of the proposed drainage pond on the adjacent property to the east.

3. The proposed salt bin structure shall be conforming to height standards for the IL zoning district (40').

4. The property owner shall provide requested traffic data to the county before beginning improvement work, and shall agree to work with DCAD staff and/or County staff on revisions to traffic flow to and from the site if safety on public roadways ever becomes a concern.

5. Lighting on the site and building shall be directed downward and be installed so as to prevent direct light from being detectable at all lot lines. Lighting is also not to shine directly into the public right-of-way. Any problems with existing lighting that are later identified shall be brought into compliance with code requirements.

6. The applicants shall provide a narrative of spill control practices for equipment and materials stored near creek and come to an agreement with DCAD staff on final mitigation measures to contain and prevent materials from leaving the site and entering the creek/ditch as may be needed (both now and in the future).

7. The applicant must obtain all necessary permits and address all comments and outstanding items for the RCWD prior to initiating site improvements.

8. The applicant shall be required to address stormwater concerns if unforeseen issues arise (or become foreseeable) as a result of the on-site storage of equipment or materials.

9. The applicants shall stripe the new employee parking lot and customer spaces per the approved plan upon completion of paving.

10. The applicant must either make further site improvements to eliminate the tracking of dirt into the public rights-of-way, or the owner must continuously monitor vehicle tracking of dirt/mud into the public streets, and if tracking is observed, it must be swept/removed/cleaned within 24 hours.

11. The applicant shall make contact with the Fire Marshall to discuss and resolve emergency access to the site through the proposed gated entries.

12. The applicant shall consider the installation of a new fire hydrant in front of the property when completing parking lot improvements to improve fire safety for this site.

13. The applicant shall ensure that the arrangement of vehicles and materials within the outdoor storage area allow for large vehicle turning movements within that portion of the site.

14. The applicants will provide the fire marshal with updated Material Safety Data (MDS) sheets as may be needed.

15. Sign changes on the building and/or site will need to be reviewed and approved via a separate sign permitting process.

16. Final aesthetic details of the proposed (opaque) screening fence panels and the slatted gate panels shall be administratively approved by DCAD staff before purchase and installation to ensure the final designs are acceptable for the intended purpose (grams per square meter for the screening material should be a minimum of 200, and poles on gates shall be closely spaced such that the gates appear to be opaque unless viewed head-on).

17. All business-related parking shall be required to park on-site. On-street employee parking along the remaining portion of 8th Ave SW shall be discontinued following completion of the on-site employee parking lot.

18. Easements for public utilities, to the satisfaction of the City Attorney, shall be provided concurrently with the vacation of a portion of 8th Avenue SW. Failure of the concurrent right-of-way vacation to be approved shall render this site plan approval void.

ADOPTED this 12th day of May, 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

Agenda Section:	**Council Business**
Meeting Date:	**May 12, 2026**

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider a resolution approving a conditional use permit to authorize the opening of a small school at 1600 Silver Lake Road

Action Requested: Motion
Form of Action: Resolution
Votes Needed: 3 votes

Summary Statement:	Faith Christian Reformed Church is seeking to welcome GraceWay Chinese English Christian Academy to 1600 Silver Lake Road NW to operate their school in the coming years. GraceWay is losing their current location in Arden Hills at the end of this school year and are seeking a new location prior to the '26-'27 school year

Recommendations:	The Planning Commission and staff are recommending approval subject to conditions.

Applicable Deadlines:	The 60-day deadline has already been extended for this application, so the current deadline for a decision is July 3, 2026.

Community	None provided conditions are followed.

Impact:	

Legislative History:	None. This would be a new use on this property.

Strategic Priority:	**N/A**

Fiscal Impact:	

Financial Consideration?	**No**
Revenue/Expenditure Amount:	$
Financing Source:	**N/A**
Notes:	

Attachments:	

1.	Staff Report
2.	Resolution
3.	Zoning Map
4.	Mailings Map
5.	Site Plans
6.	Extra Submittals
7.	60-Day Extension Letter

Planning Report

Conditional Use Permit Review

To: **City Council**

From: Ben Gozola, Assistant Director DCAD

Meeting Date: **5-12-26**

Applicants: Doug Evink

Main Contacts: same

Location: 1600 Silver Lk Rd NW

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

Introductory Information

Project:

- Faith Christian Reformed Church is seeking to welcome GraceWay Chinese English Christian Academy to 1600 Silver Lake Road NW to operate their school in the coming years. GraceWay is losing their current location in Arden Hills at the end of this school year and are seeking a new location prior to the '26-'27 school year.

History:

- Faith Christian Reformed Church was built in 1968.
- This is a brand-new use proposed to supplement the existing church use on the site.

Request(s):

- **Conditional Use Permit to authorize a school to operate out of the building at 1600 Silver Lake Road NW.**

General Findings

Site Data:

- Existing Lot Size ≈ 3.71 acres
- Existing Use – Church
- Existing Zoning – RS-1
- Property Identification Number (PID): 19-30-23-21-0101

Comp Plan Guidance & Zoning:

- The comprehensive plan guides this property for single-family residential uses within which churches and schools are conditionally permitted uses.

17TH ST NW
16TH TER. NW
16TH TER.
16TH ST NW
SILVER LAKE RD
SILVER LAKE ROAD
26TH AVE NW
27TH AVE NW
1600
1648
1690
1695
1597
1598
1589
1587
1588
1580
1575
1570
1565
1555
2025 Aerial Photo
Site Location
Location within the City of New Brighton
SITE IDENTIFICATION MAP
1600 Silver Lake Rd.
NEW BRIGHTON

Notable Code Definitions:

- **PLACE OF PUBLIC ASSEMBLY:** An institution or facility that congregations of people regularly attend to participate in or hold meetings, workshops, lectures, civic activities, religious services, and other similar activities, including buildings in which such functions and activities are held, but not including event centers or adult uses.
- **SCHOOL, PRE-K-12.** A public or private school offering general, technical, or alternative instruction at the elementary, middle, or high school level that operates in buildings or structures on land leased or owned by the educational institution for administrative purposes. Such uses include classrooms, vocational training (including that of an industrial nature for instructional purposes only in middle or high schools), laboratories, auditoriums, libraries, cafeterias, after school care, athletic facilities, dormitories, and other facilities that further the educational mission of the institution.

Applicable Codes:

- **Chapter 3, Section 3.4(C) Single Family Low Density Residential District.** 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(B)(10) Specific Requirements for Schools.**
  Outlines specific criteria that must be met by schools.

***Applicant's Narrative** [sic]:*

- *This request for a CUP is for the use of six to eight classrooms in the lower portion of our educational wing at FCRC. This area is the lower northern portion of the facility and would be accessed by the northern entrance (see photo #1). The use would be Monday through Friday from 7:00 a.m. to 5:00 p.m. The use would be by GraceWay Chinese English Christian Academy that has been using a portion of the Gathering Place Lutheran Ministries in Arden Hills but now the church needs to use this area for their own use.*

  This use integrates FCRC's long tradition mission of promoting the foundational areas of Church, Family, and School. This property is situated in such a way that this activity has little to no burden on the surrounding residential uses. FCRC also owns the 2668 16th St NW property which would be the only property that would notice much use of the facility by this requested permit.

  Busing would not be used. Pick up and drop off the students would be via vehicles that will occur at the curb outside the northwest door indicated by the lime green circle in photo #2 (see photo #2 traffic flow). The parking spaces for the staff would be about 6 to 10 spaces in the area noted in photo #2 by the yellow circle (see photo #2

(cont.)

traffic flow). The stacking of vehicles during pick up and dropping off would be at max 10 to 15 vehicles that can easily be handled by the noted blue arrows in photo 2.

Most recess activities will take place in the basketball and lawn areas indicated by blue circles in photos #2 and #3.

Photos #4, #5, and #6 are photos that help give a total view of the property and neighborhood. Also attached is a to size site plan of the property and a completed Conditional Use Permit worksheet.

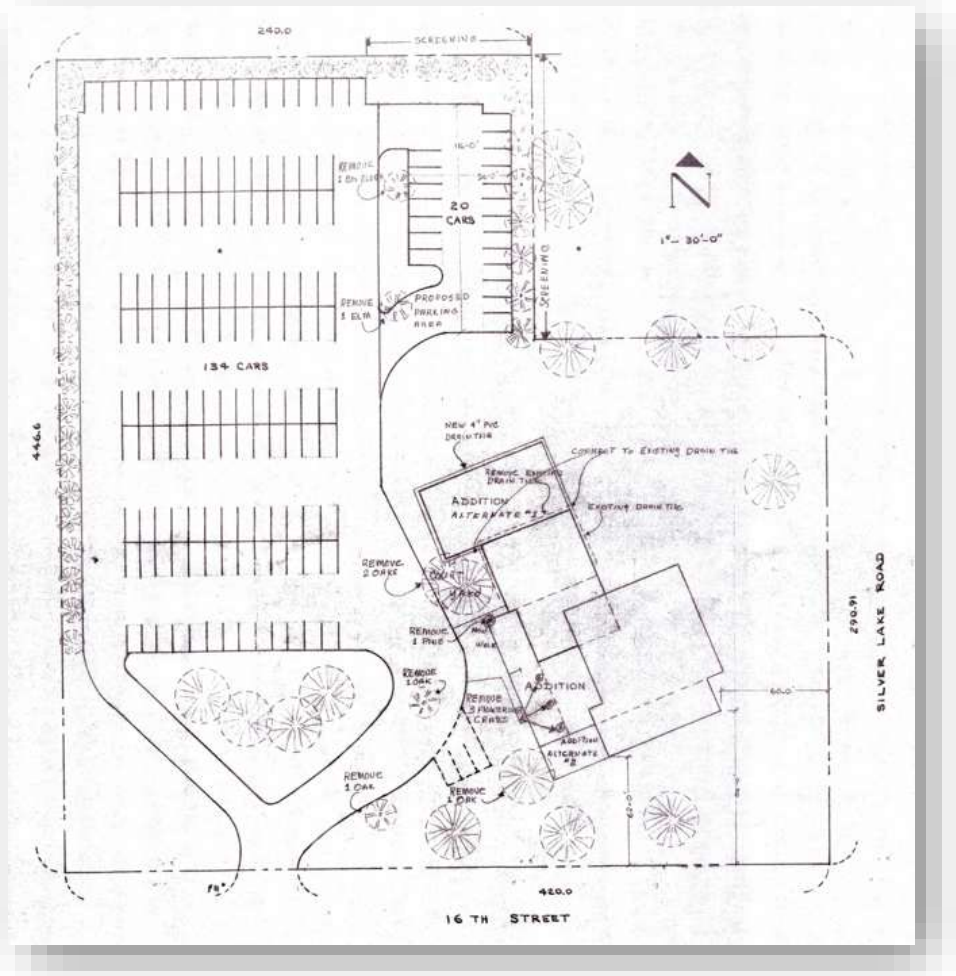
Regards,

Douglas J. Evink
FCRC Council President

Site Plan Overview:

A formal site plan review is not necessary for this application as no new construction is proposed by the applicant. The following site plan details and review are provided to give context to the subsequent conditional use permit examination.

This is the general layout of the property with minor variations to the parking lot layout. For the purposes of reviewing the new school use, staff found this old site plan to be acceptable.



The following shows the proposed traffic flow for pick-up/drop off as well as the proposed outside recess area.

An additional outside play area will be in the parking lot south of the building:

Conditional Use Permit Review:

In General:

- Schools require a Conditional Use Permit in the RS-1 zoning district.

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 property is 3.71 acres and will have little or no impact on the people living or working nearby. This small Christian School will start with fewer than 30 students. The parking lot has 140 parking spaces and is set back at least 135 feet from 16th St NW. The school will use fewer than 10 spaces. The students will use a small portion of the educational wing of the church. For recess or outdoor activities, they will use the NE area of the parking lot and the grass area east of the educational wing. All areas are more than 200' from the road.

   Staff Analysis: As proposed, staff would agree that a small school (no more than 30 students) would not be detrimental to those residing or working near the church. Should the school ever wish to exceed 30 students, it would need to amend this CUP to set a new maximum and address any/all additional impacts that come from more traffic, potential need for additional outdoor play areas, etc.

   From a safety perspective for the students, staff is recommending the following conditions for this CUP:

   a) The outdoor play area must be cordoned off from the rest of the parking lot with a visible barrier to ensure cars that may be in the parking lot know which areas to avoid during the school day. The proposed barrier is shown below. This barrier must also close off the far driving lane to keep vehicles from going north of the barrier.

(cont.)

b) Because the garbage enclosure is within the proposed play area, servicing of garbage will need to be completed either well before recess hours, or well after recess hours. If the area is serviced during the school day, someone will need to manually move the vehicle barrier upon arrival and departure of the trash service. Alternatives would be servicing the enclosure over the weekend, before school hours, or after school hours.

c) A proper barrier will be needed to encompass the outdoor play area to keep children on the property and prevent them from getting down to Silver Lake Road. The diagram below is what is proposed. Having walked the site, staff would require the fencing also come back up the hill towards the clearing as shown in hatched yellow below. This would both protect kids from approaching the significant retaining wall along Silver Lake Road, and keep them from exploring through the woods to get to the retaining wall on the far north of this property.

(cont.)

d) Before the school opens, what appears to be an irrigation system low voltage line needs to be buried and made inaccessible to the play area.

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 use will have no impact on property values because the students are elementary-aged. The adjoining properties will not see much activity other than the arrival and departure of the students. The church owns the house that adjoins the property at the west edge of 16th Ave. The proposed use has no detrimental effect on property values.

Staff Analysis: The home in the NE corner of this site has the greatest potential to experience some level of change given there will be sounds of children playing during the late-morning/early-afternoon hours, but such sounds are typical and should be anticipated from a neighboring semi-public uses like church property. As there is nothing to suggest this use will have substantial impacts on area property values, we find **this criterion can be met provided the conditions within this report are followed.**

(cont.)

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 area is fully developed, and this use will not impede the normal improvement since there will be no changes to the facility or the grounds.

Staff Analysis: The proposed addition of a small school to this stie 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 property and facilities are substantial under used in relation to the size and footprint. With fewer than 30 students, there will only be increased use of water and sewer during the school days. That use will be very minimal compared to the capacity of the space.

Staff Analysis: Given the proposed limitation on students at 30, staff believes there is currently ample room for vehicle stacking during pick up and drop off times such that vehicles should not be stacked into 16th St NW. As a condition of approval, should stacking ever back up into the roadway, the school must agree to meet with DCAD staff to identify and implement a new pick-up/drop-off plan to eliminate all backups into the road. **Criterion met with conditions**.

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: The property has 140 parking spaces. The school will use less than 10 spaces. The design of the property, with its "horseshoe" type of driveway, will facilitate an orderly incoming and exiting flow for dropping off and picking up of students.

Staff Analysis: Parking will not be an issue as the hours of operation for the school and church services do not overlap. No outside storage is proposed. **Criterion met**.

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 property is set back from both Silver Lake Road and 16th St NW. There are no woodlands, wetlands, or shorelines located next to the property.

Staff Analysis: There are plenty of trees on the property, but none are proposed to be impacted by this new use. No grading is proposed, so erosion should not be an issue. **Criterion met**.

(cont.)

7. The conditional use will adhere to any applicable additional criteria outlined in Chapter 5 for the proposed use.

APPLICANT COMMENTS: There are no planned changes to the facility or property other than the installation of a fire alarm system in the educational wing of the building upon the approval of this CUP.

Staff Analysis: Please see all sub criteria below.

(a) Principal structures shall not be located less than 30 feet from any boundary line used or intended to be used for residential purposes.

APPLICANT COMMENTS: The facility is located at least 50 feet from any boundary of residential property.

Staff Analysis: **Criterion met.**

(b) Site design shall accommodate adequate space for parent pick-up/drop off queuing. If on-street queuing cannot be avoided, the school shall be responsible for modifications to the street design (if required by the Department of Community Assets & Development) to protect traffic flow on the affected road.

APPLICANT COMMENTS: The space has an excellent area for the pick-up/drop-off of students, as noted in our traffic design site plan (attached).

Staff Analysis: As previously noted, staff accepts the assertion that queuing for pick-up and drop-off will not back up into the roadway, but we are recommending a condition to require a redesign of pick-up/drop-off practices should it ever become a problem. This change can be administratively approved by staff. **Criterion met with conditions**.

(c) A bus plan shall be prepared to show how bussing will be accommodated, and how students will safely access their bus.

APPLICANT COMMENTS: none.

Staff Analysis: No bussing will be provided to this site, so this is not an issue. **Criterion met.**

(d) K – 12 Schools in mixed use districts must have a regional orientation and be part of a mixed-use development.

APPLICANT COMMENTS: This is not a mixed use zoning district, so this criterion does not apply to this application

Staff Analysis: **Criterion met.**

Supplementary Review & Public Comment

Additional Information:

- None

Engineering Review:

- No concerns noted.

Public Safety Review:

- No public safety concerns other that the applicant must meet all building code and fire code requirements within the building as may be needed to accommodate the new use.

Public Comment:

- Hope Achure (name unclea), resident of Midtown Village, explained her children attend GraceWay School and noted she volunteered to teach Chinese every Tuesday afternoon. She discussed how GraceWay was a small school but she appreciated how the students were learning both English and Chinese at this relationship based, religious school. She indicated she greatly appreciated how affordable this schooling option was for her family.

- Doug Evick, President of the Council for New Brighton's Faith Christan Reformed Church, explained his church developed this property 60 years ago and has had a lot of growth over time. He reported the site is four acres in size. He stated he has struggled with how to utilize the site except for Sundays and several nights a week. He described how the partnership with GraceWay would be a great way to utilize this property during the week. He reported the church would be willing to install a fence along the retaining wall. He thanked City staff for all of their assistance with this request.

- Nancy Odacovy, 1588 26th Avenue NW, reported she lived in the cul-de-sac across from the church. She indicated she had concerns regarding traffic and questioned what the hours of operation would be for the school.

- Joel Bendell, 790 10th Avenue NW, reported his daughter was a student at GraceWay School. He explained the school was a wonderful community with small class sizes that taught both English and Chinese. He hoped the Commission would offer their support for this request.

- Warren Weber, 4843 Nottingham Place in Shoreview, explained he served on the board at Faith Christian Reformed Church. He questioned if the City would allow GraceWay to grow beyond 30 students in the future.

(cont.)

- Kristin Tab, resident of Coon Rapids, indicated she was a teacher and mother of two students at GraceWay. She stated it was a gift for her to be able to send her two sons to this school in order to receive instruction in English and Chinese. She appreciated the loving environment this school has provided for her sons.

- Eddie Kern, resident of Roseville, explained he had two children that attended this school. He understood parking and traffic was a concern from the neighbors. He was of the opinion this would not be a concern because there were only ten or twelve families that would be dropping off and picking up students from the school.

- Pastor Jeff Goodwin, GraceWay, stated he has been with GraceWay for the past five years. He reported he taught Christ-centered martial arts as a non-profit Christian ministry. He indicated this was the best group of students he has ever worked with. He appreciated the way respect was valued at this school by the parents, students and teachers. He stated he was delighted to see this group moving into the City of New Brighton.

Planning Commission Review:

- The Planning Commission considered the information provided by the applicant, the staff report, and input from the public, and unanimously recommended approval with conditions. Staff concurs with this recommendation.

Conclusion:

The application is requesting a Conditional Use Permit to authorize a small school to operate from the property at 1600 Silver Lake Road NW.

***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 3/5/26, the 60-day review period for this application expires on 5/4/26. Just in case we could not make the 4/28/26 Council meeting work, staff extended this deadline an additional 60-days. The current deadline is now 7/3/26.

Initial Motion for Debate:

- Consider a resolution approving a conditional use permit to authorize the opening of a small school at 1600 Silver Lake Road.

Resolution Findings of Fact:

1. The subject property is guided for single family residential by the comprehensive plan, and both churches and school uses are conditionally permitted within the RS-1 zoning district.
2. Establishment, maintenance, and operation of a small school 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.
3. The existing building along with the proposed site plan can accommodate the use without impacting surrounding lands.
4. Conditions can be placed on this CUP to ensure drive lanes remain open and are not impacted by proposed school activities.
5. The school should 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 use.
7. The conditional use will be in conformance with all underlying zoning district requirements.

Resolution Conditions:

1. No more than 30 students are authorized under this conditional use permit. Enrollment of over 30 students shall NOT occur until this CUP is amended to allow for a larger enrollment number subject to additional conditions.
2. The outdoor play area shall be cordoned off from the rest of the parking lot with a visible barrier to ensure cars in the parking lot know which areas to avoid during the school day. This barrier shall span the width of the entire parking lot and drive aisles and allow no car movement north of the boundary and shall be large enough to be visible during winter snow events.
3. Servicing of the garbage enclosure shall be prohibited during recess hours, and during the two hours both preceding and following recess hours. If the garbage enclosure is serviced during the school day outside of prohibited hours, someone will need to manually move the vehicle barrier upon arrival and departure. Servicing the enclosure over the weekend, before school hours, or after school hours is advised.

(cont.)

4. Fencing shall be installed in a manner consistent with code to encompass the outdoor play area to keep children on the property and prevent them from getting down to Silver Lake Road. Final configuration of fencing shall be approved by DCAD staff prior to purchase and installation of fencing materials.
5. The irrigation system (?) low voltage line currently sitting above ground and running through the proposed play area shall be buried on the applicant's property and be made inaccessible to the proposed play area.
6. Should stacking of parent pick-up/drop-off vehicles ever back up into the roadway, the school shall meet with DCAD staff to identify and implement a new pick-up/drop-off plan to eliminate all backups into the public road.

cc: Doug Evink (primary contact)

RESOLUTION
CITY COUNCIL
CITY OF NEW BRIGHTON

RESOLUTION MAKING FINDINGS OF FACT AND APPROVING A CONDITIONAL USE PERMIT TO AUTHORIZE THE OPENING OF A SMALL SCHOOL AT 1600 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, Faith Christian Reformed Church (the "Applicant") is seeking a conditional use permit to allow operation of a small school on the church property at 1600 Silver Lake Road (the "Property") which has the PID number 19-30-23-21-0101, 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 May 12, 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 based on the following findings of fact:

1. The subject property is guided for single family residential by the comprehensive plan, and both churches and school uses are conditionally permitted within the RS-1 zoning district.

2. Establishment, maintenance, and operation of a small school 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.

3. The existing building along with the proposed site plan can accommodate the use without impacting surrounding lands.

4. Conditions can be placed on this CUP to ensure drive lanes remain open and are not impacted by proposed school activities.

5. The school should 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 use.

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. No more than 30 students are authorized under this conditional use permit. Enrollment over 30 students shall NOT occur until this CUP is amended to allow for a larger enrollment number subject to additional conditions.

2. The outdoor play area shall be cordoned off from the rest of the parking lot with a visible barrier to ensure cars in the parking lot know which areas to avoid during the school day. This barrier shall span the width of the entire parking lot and drive aisles and allow no car movement north of the boundary, and shall be large enough to be visible during winter snow events.

3. Servicing of the garbage enclosure shall be prohibited during recess hours, and during the two hours both preceding and following recess hours. If the garbage enclosure is serviced during the school day outside of prohibited hours, someone will need to manually move the vehicle barrier upon arrival and departure. Servicing the enclosure over the weekend, before school hours, or after school hours is advised.

4. Fencing shall be installed in a manner consistent with code to encompass the outdoor play area to keep children on the property and prevent them from getting down to Silver Lake Road. Final configuration of fencing shall be approved by DCAD staff prior to purchase and installation of fencing materials.

5. The irrigation system (?) low voltage line currently sitting above ground and running through the proposed play area shall be buried on the applicant's property and be made inaccessible to the proposed play area.

6. Should stacking of parent pick-up/drop-off vehicles ever back up into the roadway, the school shall meet with DCAD staff to identify and implement a new pick-up/drop-off plan to eliminate all backups into the public road.

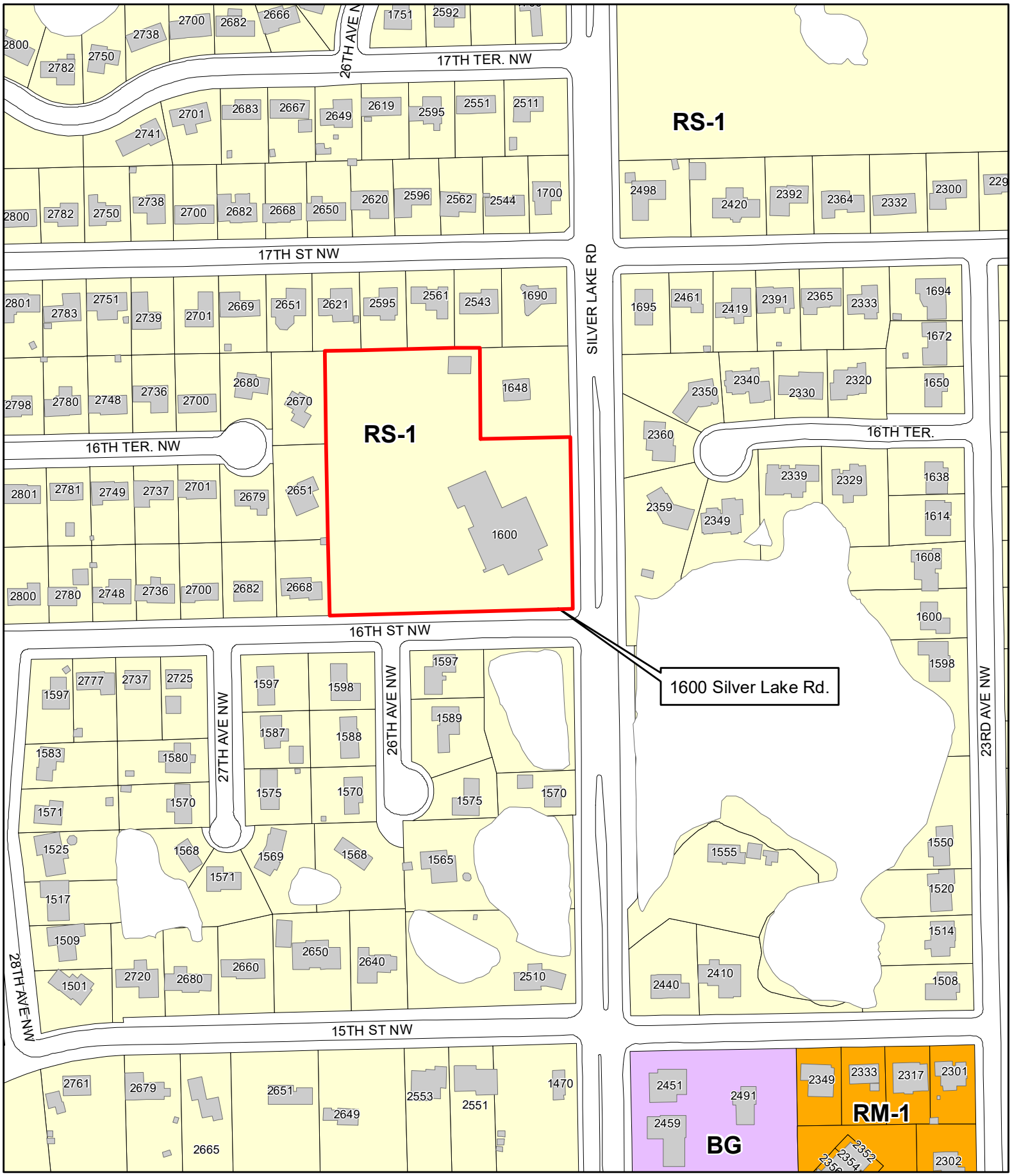
ADOPTED this 12th day of May, 2026, by the New Brighton City Council with a vote of __ ayes and __ nays.

_____
Kari Niedfeldt-Thomas, Mayor

_____
Devin Massopust, City Manager

ATTEST:

_____
Terri Spangrud, City Clerk



RS-1, Single Family Low Density
RM-1, Multi-Family Low Density
BG, General Business

N

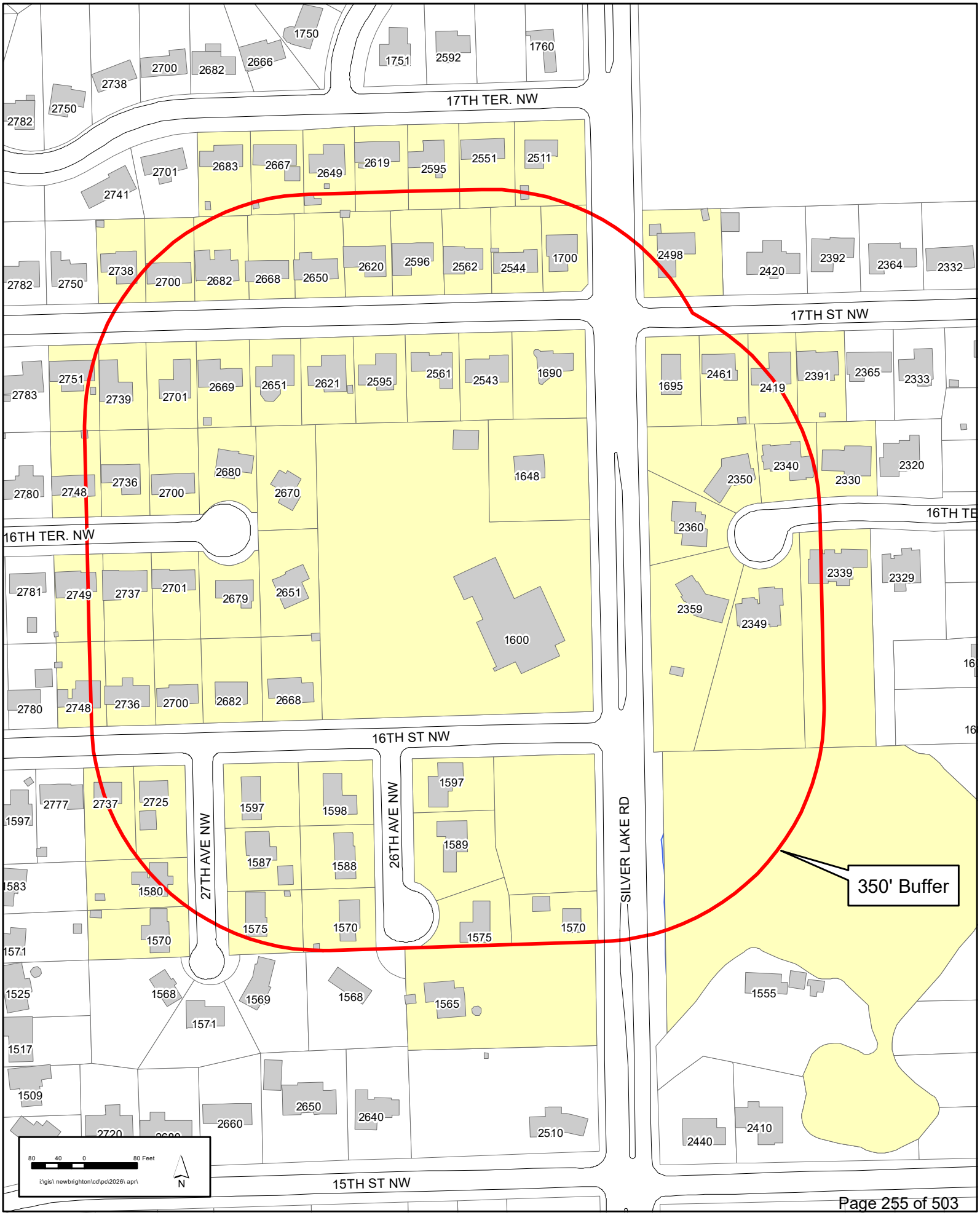
NEW BRIGHTON

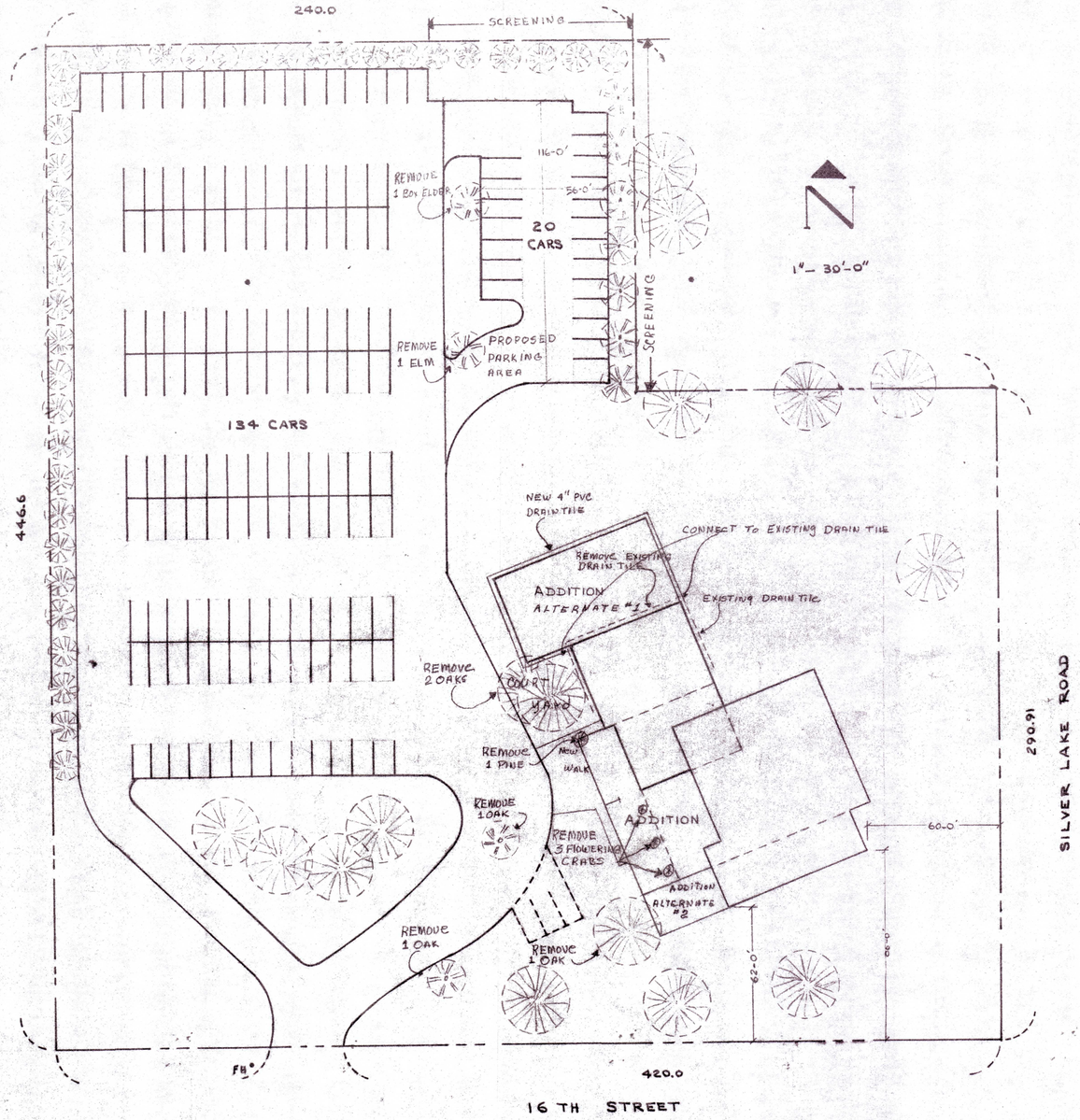
80 40 0 80 Feet

Current Zoning

1600 Silver Lake Rd.
RS-1, Single Family Low Density

1600 Silver Lake Rd. - 350' Mailing List





FAITH CHRISTIAN REFORMED CHURCH

LANDSCAPING NOTES

50 COMMON LILAC FOR SCREENING

ALTERNATE #1
ALLOWANCE FOR COURTYARD LANDSCAPE $1200.00

ALTERNATE #2
- REMOVE EXISTING JUNIPERS ON SO. SIDE
  REPLACE WITH 35 SMALL JUNIPERS

REMOVE ALL EXISTING WALKS ON WEST SIDE

OWNER SHALL IDENTIFY TREES TO REMOVE

6" OF 1½" WASH ROCK AROUND 4" PVC WRAPPED IN FILTER BLANKET

1/8" = 3.75'

CHURCH
OFFICES

Outside
Recess and
play area
Pickup and
dropoff area
Teacher/Staff
Parking M-F
Daytime

NO PARKING

OAKWOOD MANOR
(78)
49.5
65
30
52
5

KAROL
MANOR
OAKWOOD MANOR
KAROL'S STONY LAKE
2ND ADD.
OAKWOOD
MANOR
LOW WET GROUND
WATER STORAGE
R.50
30
60
52
49.5
38
67

April 16, 2026

Douglas Evink
1975 Edgewater Avenue
Arden Hills, MN 55112

RE: 60-Day Rule Extension for a CUP Application Submitted on 3/5/26

Mr. Evink,

On March 4, 2026, you submitted an application for a conditional use permit seeking to authorize a small school to operate out of the Faith Christian Reformed Church 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 3/5/26, the current deadline for a decision is 5/4/26. 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 3, 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,

Ben Gozola, AICP
Assistant Director of Community Assets & Development

Agenda Section:	**Council Business**
Meeting Date:	**May 12, 2026**

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Acceptance of the City's Annual Comprehensive Financial Report, Audit Communication Letter, and Reports on Compliance with Government Auditing Standards and Legal Compliance for the Fiscal Year Ended December 31, 2025

Action Requested: Motion

Form of Action: N/A or Other

Votes Needed: 3 Votes

Summary Statement:	The preparation of the City's Annual Comprehensive Financial Report (ACFR) for the year ending December 31, 2025, has been completed. BerganKDV, our independent auditing firm, has completed its audit of our accounting records and financial statements. They have issued an unqualified, or clean, opinion that our financial statements are presented fairly in all material respects. The auditors have also issued a Communications Letter and Reports on Compliance with Government Auditing Standards and Legal Compliance.

Recommendations:	To accept the Annual Comprehensive Financial Report, Audit Communications Letter, and Reports on Compliance with Government Auditing Standards and Legal Compliance for the fiscal year ended December 31, 2025.

Applicable Deadlines:	June 30, 2026

Community Impact:	Sound financial management ensures the City's ability to continue funding the programs and services that the community relies on.

Legislative History:	Federal and State law require an independent audit of the City's financial records each year. State Statue also requires an annual presentation of the City's year-end financial report by an independent auditor. The purpose is to provide a forum for which an independent report can be made directly to elected officials with regard to the City's financial operations.

Strategic Priority:	**Financial Sustainability**

Fiscal Impact:

Financial Consideration?	**No**
Revenue/Expenditure Amount:	$
Financing Source:	**N/A**
Notes:	

Attachments:

1.	Presentation Slides
2.	2025 YE Finance Report
3.	2025 Communications Letter
4.	2025 Reports on Compliance with GAS and LC
5.	2025 ACFR

NEW BRIGHTON
building tomorrow today

Consider Acceptance of the City's Annual Comprehensive Financial Report, Audit Communication Letter, and Reports on Compliance with Government Auditing Standards and Legal Compliance for the Fiscal Year Ended December 31, 2025

05/12/2026

Gina Foschi, Finance Director

Reports Included in the Council Packet

- 2025 Year-End Finance Report *(staff)*
- 2025 Communications Letter *(auditors)*
- 2025 Reports on Compliance with Government Auditing Standards and Legal Compliance *(auditors)*
- 2025 Annual Comprehensive Financial Report (ACFR) *(staff)*

2025 General Fund – Fund Balance

2024 Unassigned Fund Balance	$ 10,453,175
Change in Unassigned Fund Balance	$ 426,209
2025 Unassigned Fund Balance	**$ 10,879,384**

Fund Balance Policy Thresholds

- Minimum Fund Balance: $8,965,600

  35% of 2026 budgeted operating expenditures

- Target Fund Balance: $9,836,350

  50% of 2026 property tax levy, less any amounts for internal financing payments, plus 50% of budgeted revenues from State or County, plus a contingency of 10% of 2026 budgeted operating expenditures

- Excess Fund Balance Range: $9,890,635 - $10,855,575

  An unassigned fund balance between 41% to 45% of the 2025 budgeted operating expenditures shall be retained when considering utilization of amounts in excess of the target fund balance

2025 General Fund Changes to Fund Balance

	Amount Over(Under) Budget
Revenues	
Property Taxes	$ (269,000)
License Revenues	$ 105,000
Permit Revenues	$ 225,100
Intergovernmental Revenues	$ 92,000
Charges for Services	
Parks and Recreation	$ 249,600
License Bureau and Passports	$ 42,200
Investment Income	
Interest on Investments	$ 297,700
Change in FMV	$ 186,100
Rents	$ 41,100
Expenditures	
Personnel Savings	$ (224,600)
Credit Card Processing Fees	235,400

2025 Utility Fund Activity

- **Comparisons to Utility Analysis**
  - **Water & Sewer consumption**
    - Projected 730 million – Billed 655 million
    - Projected 605 million – Billed 565 million
  - **Ongoing capital projects**
    - 2025 Street Reconstruction Project
    - Lift Station #8 Reconstruction Project
    - 10th Street NW Culvert Replacement Project
  - **Internal loans**
    - $650,000 Sewer Utility Fund
    - $800,000 Stormwater Management Fund
    - $200,000 Street Light System Fund

Cash Balance Policy	Water	Sanitary Sewer	Storm-water	Street Lights
Compliance Status	✓	✓	✓	✓
12/31/2025 Cash Balance	$2,340,414	$1,193,534	$1,510,108	$183,222
Maximum 100% of 2026 Total Budgeted Expenses	$4,455,100	$5,102,900	$3,371,100	$434,800
Minimum 25% of 2025 Budgeted Operating Expenses	$637,400	$1,041,400	$186,900	$62,500

BerganKDV

City of New Brighton, Minnesota

Audit Presentation

bergankdv

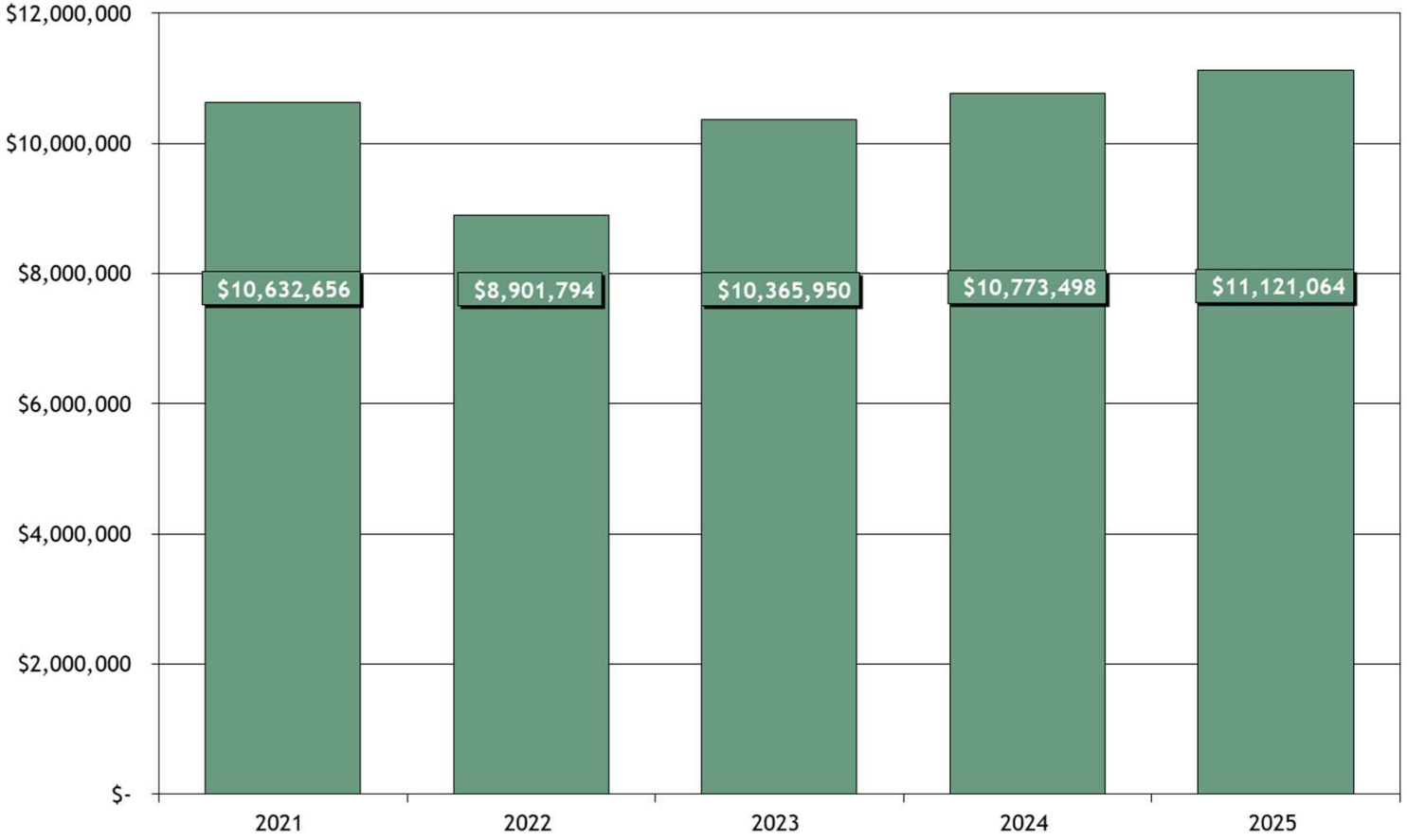
The Audit

Components of the Audit

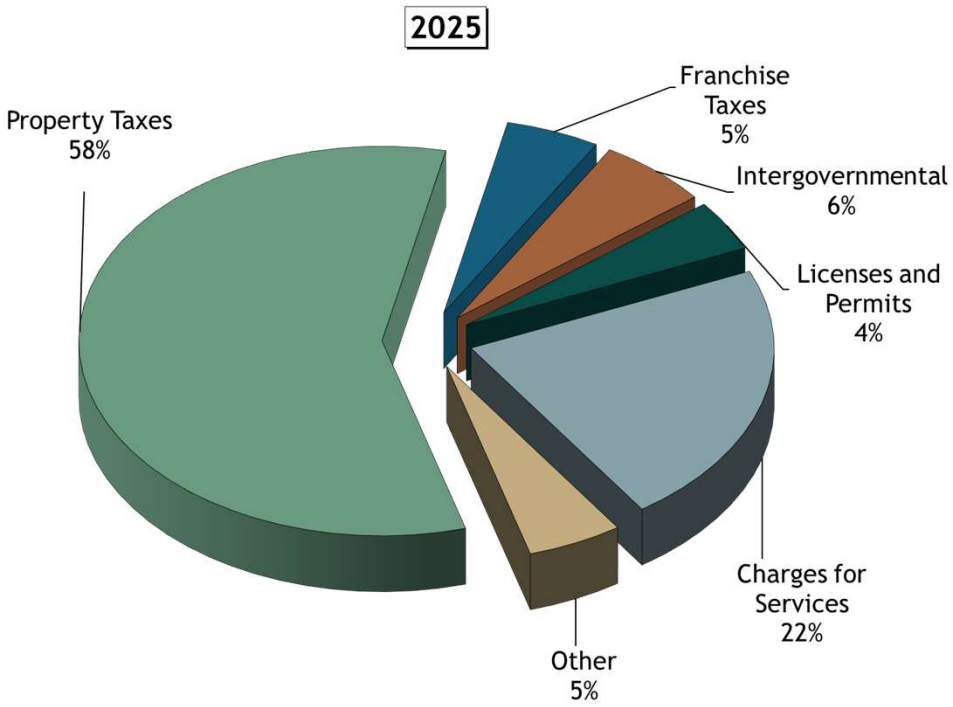
- Opinion on the City's Basic Financial Statements
  - Unmodified Opinion – Best opinion an auditor is able to offer
  - Provides assurance that the financial statements are fairly presented in all material respects
- Report on the results of an audit performed in accordance with *Government Auditing Standards*
  - No Findings Reported
- Report on the results of testing on *Minnesota Legal Compliance*
  - No Findings Reported
- Required Communication and Financial Analysis as provided in our Communications Letter

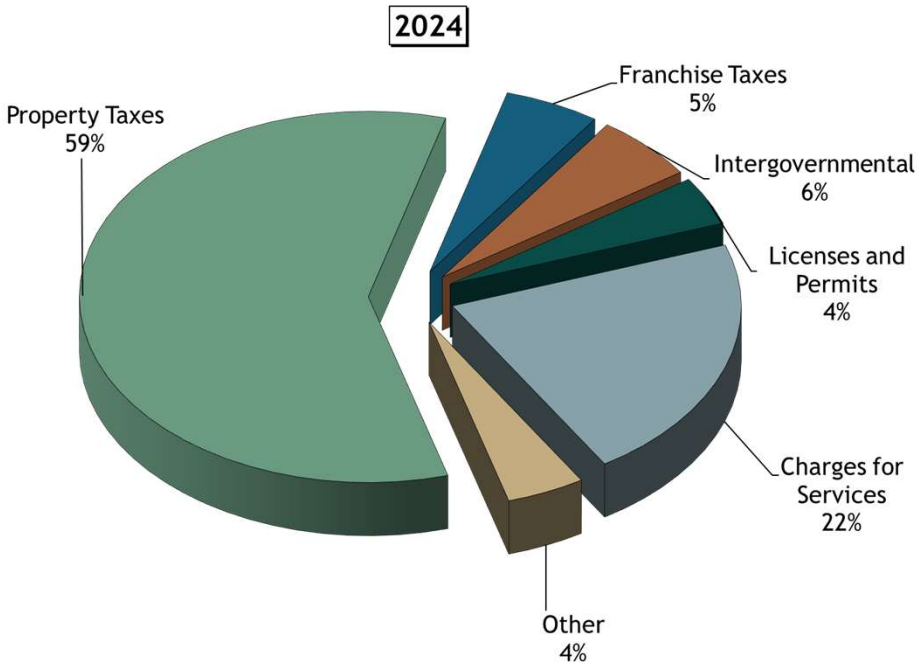
Financial Communications

General Fund Unrestricted Fund Balance

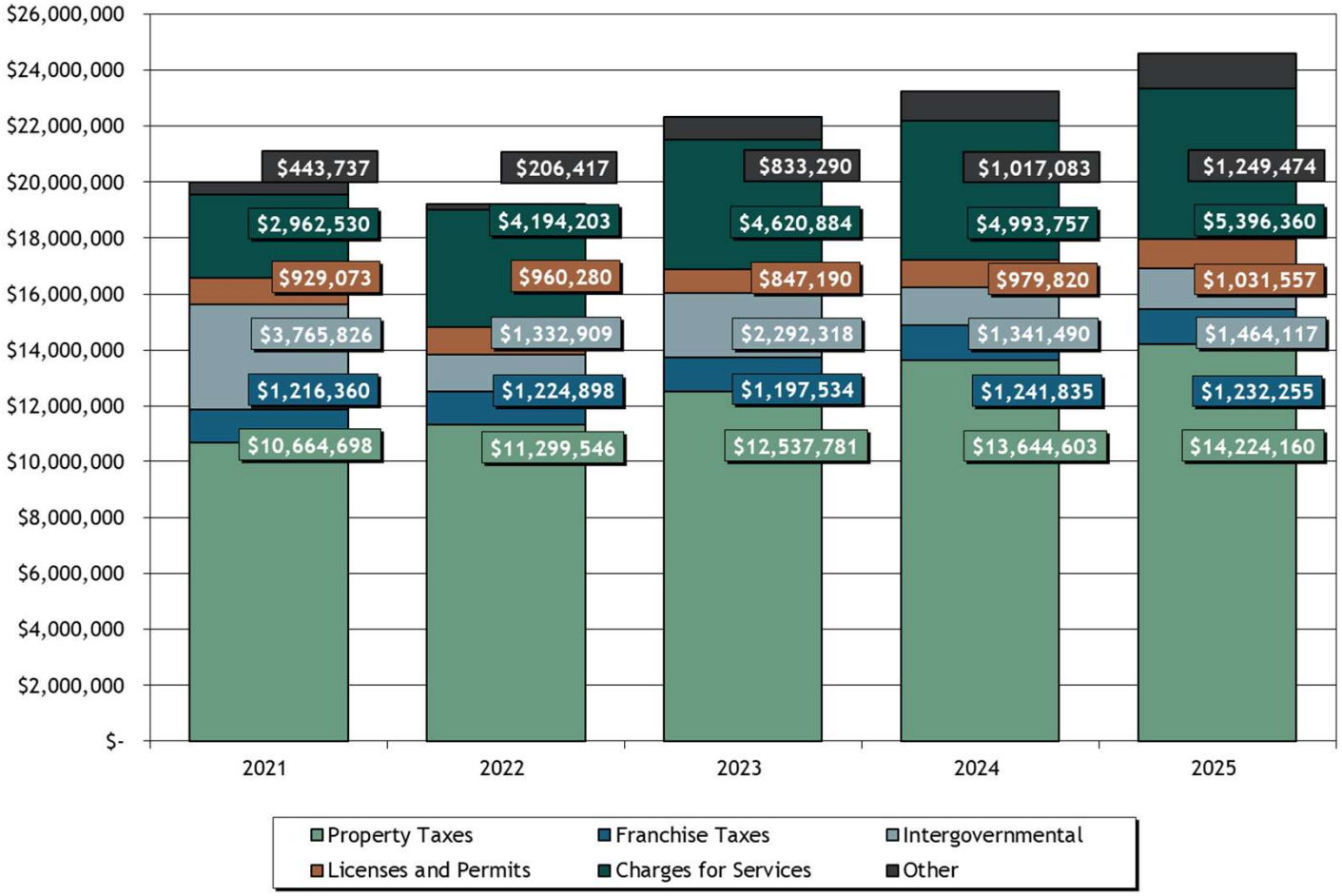


General Fund Revenues

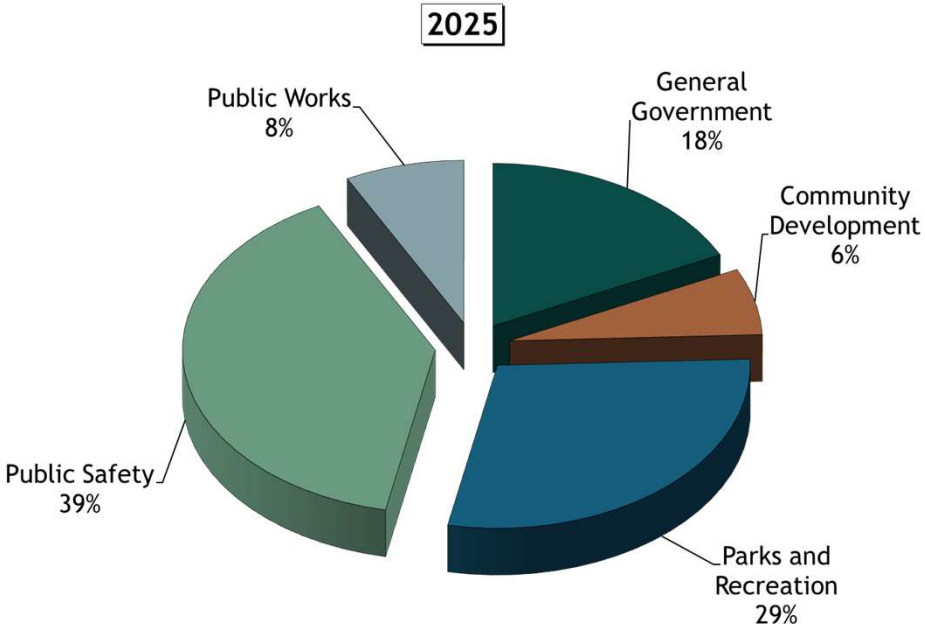


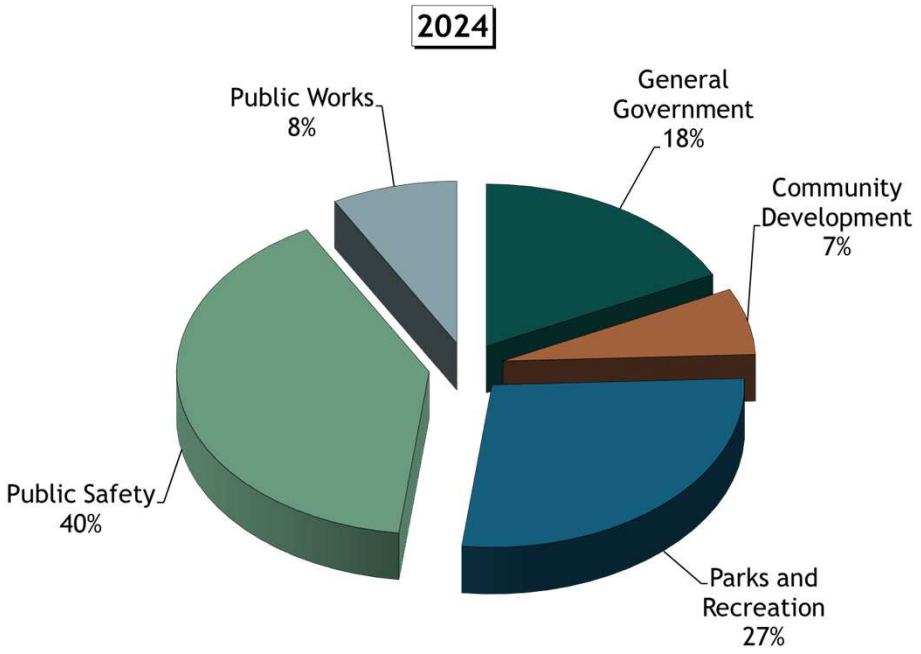


General Fund Revenues

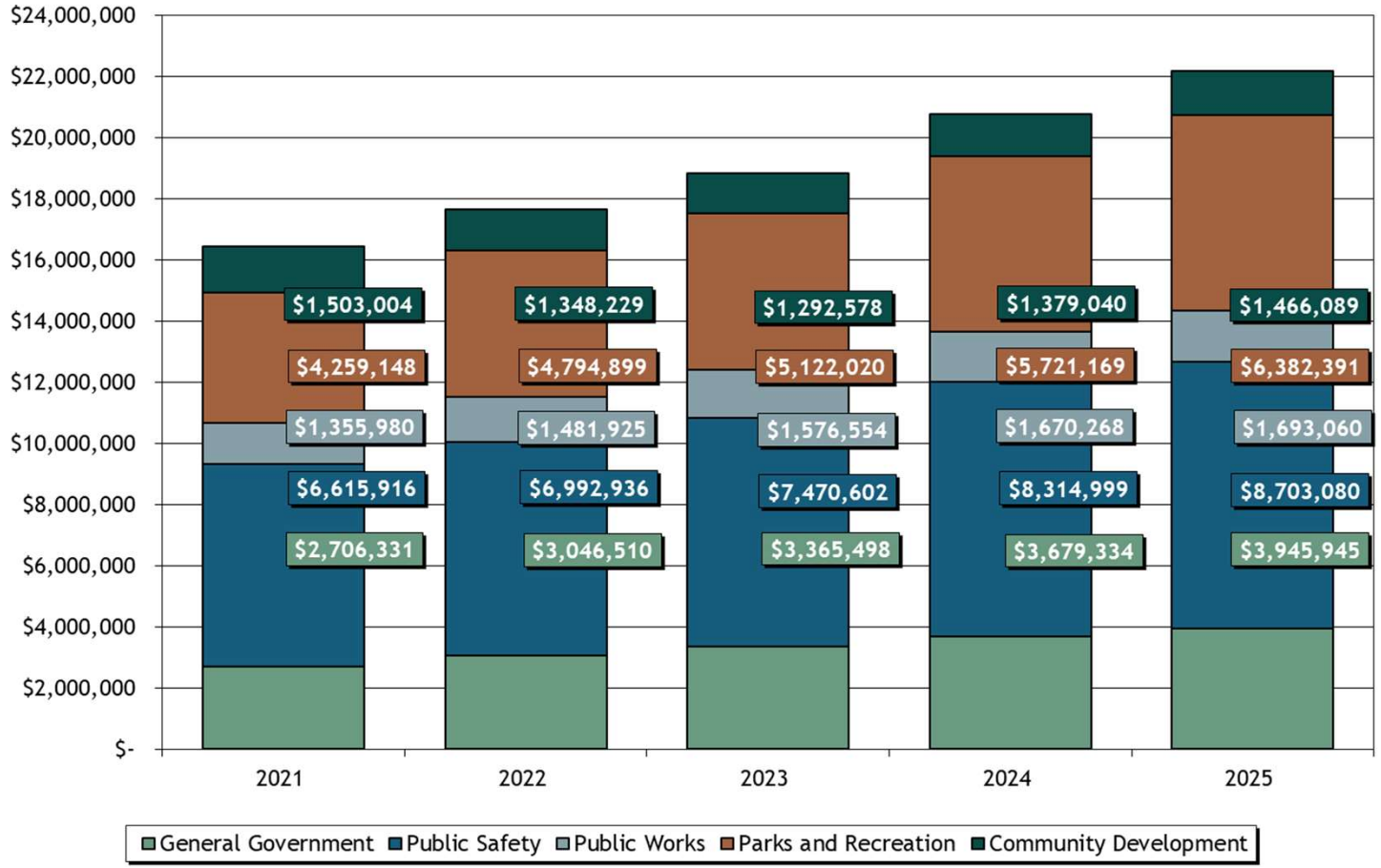


General Fund Expenditures

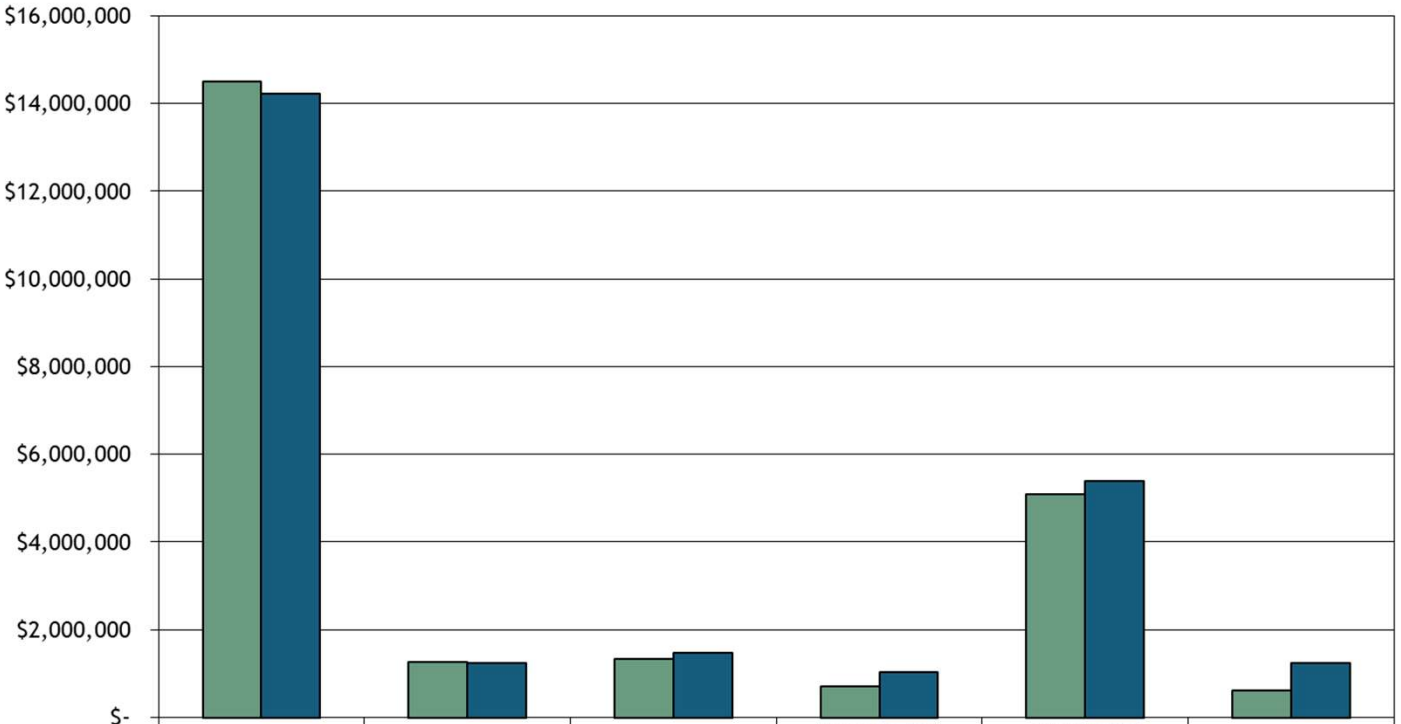




General Fund Expenditures

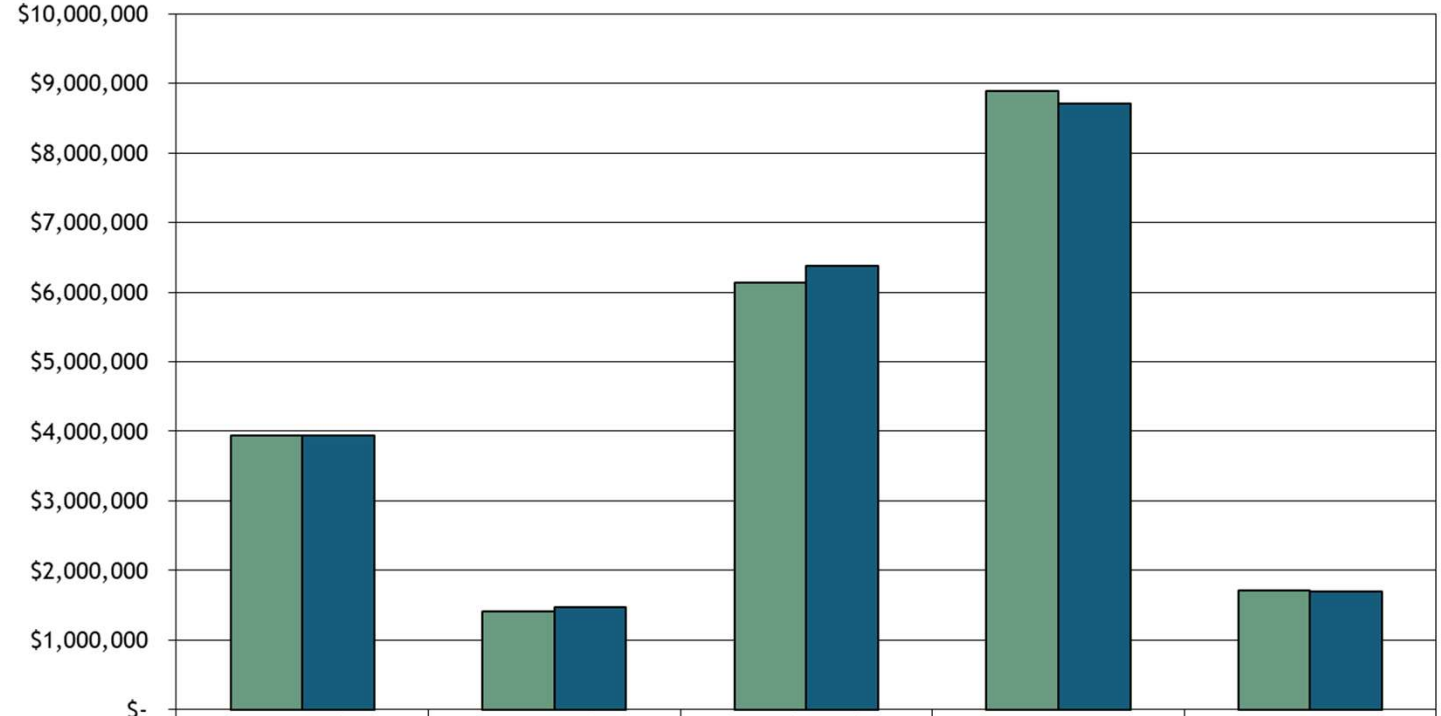


2025 General Fund
Budget to Actual Revenues



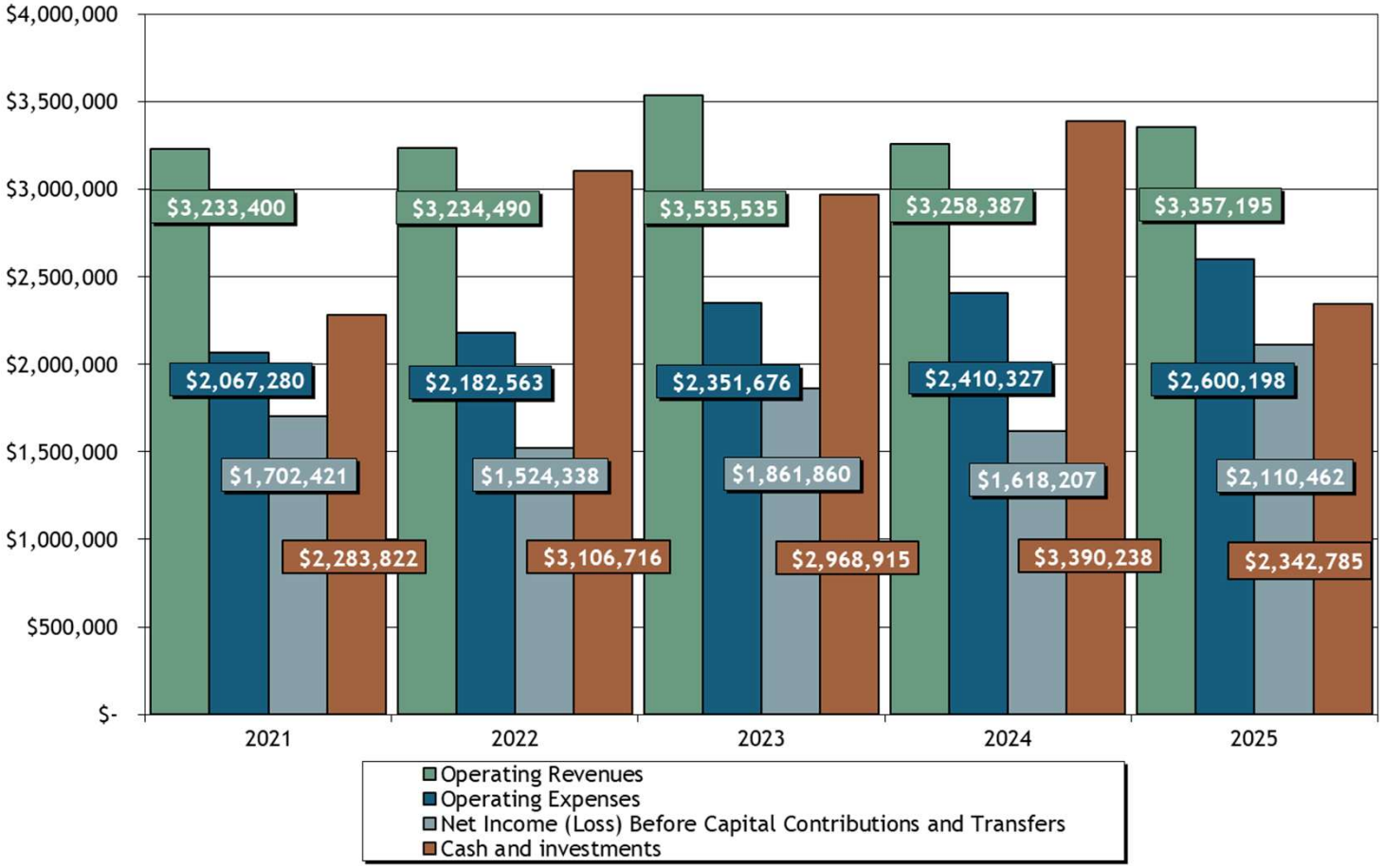
	Property Taxes	Franchise Taxes	Intergovernmental	Licenses and Permits	Charges for Services	Other
Budget 2025	$14,493,200	$1,255,000	$1,343,200	$701,500	$5,082,800	$616,200
Actual 2025	14,224,160	1,232,255	1,464,117	1,031,557	5,396,360	1,249,474

2025 General Fund Budget to Actual Expenditures

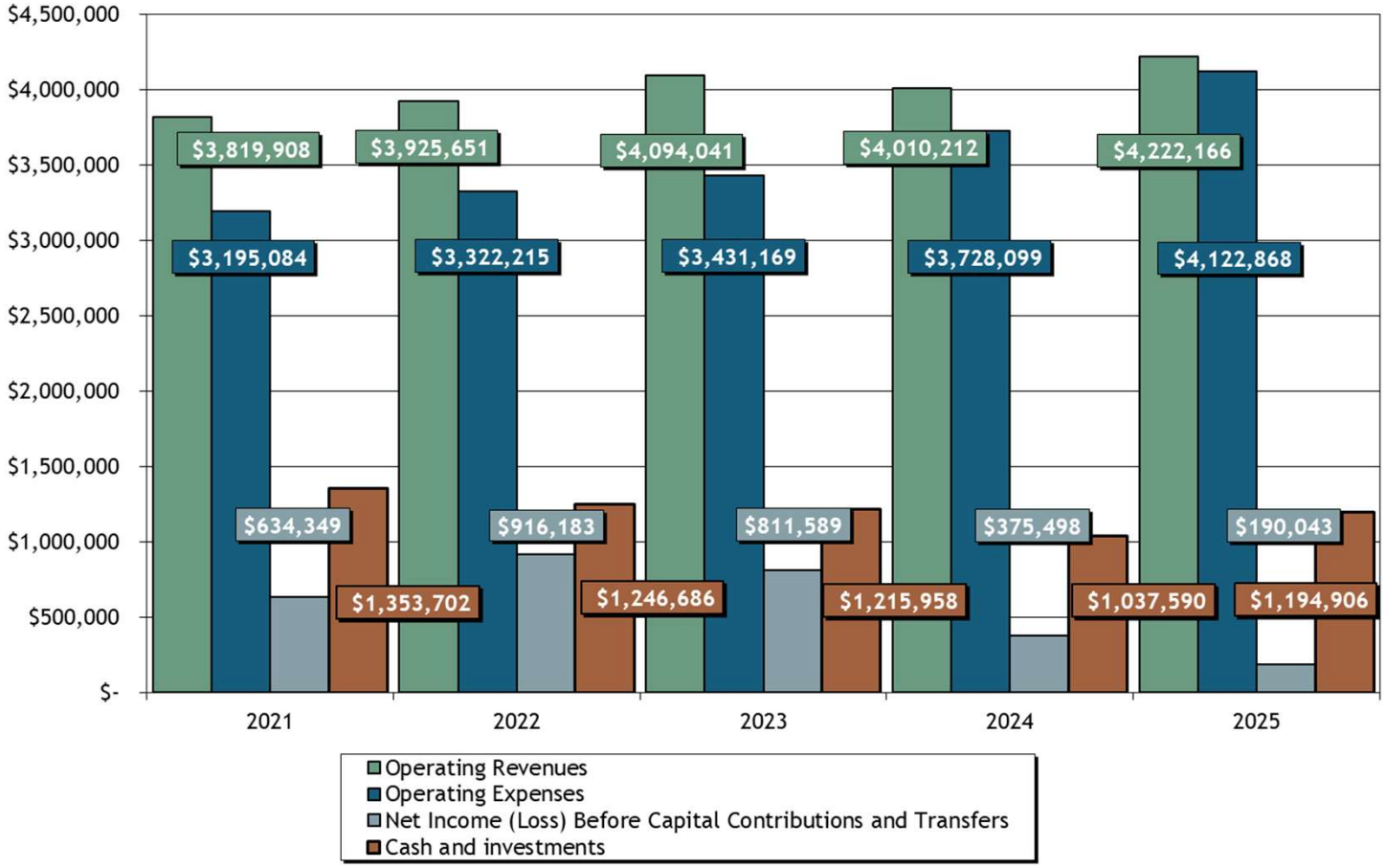


	General Government	Community Development	Parks and Recreation	Public Safety	Public Works
Budget 2025	$3,944,800	$1,405,400	$6,134,400	$8,896,100	$1,712,100
Actual 2025	3,945,945	1,466,089	6,382,391	8,703,080	1,693,060

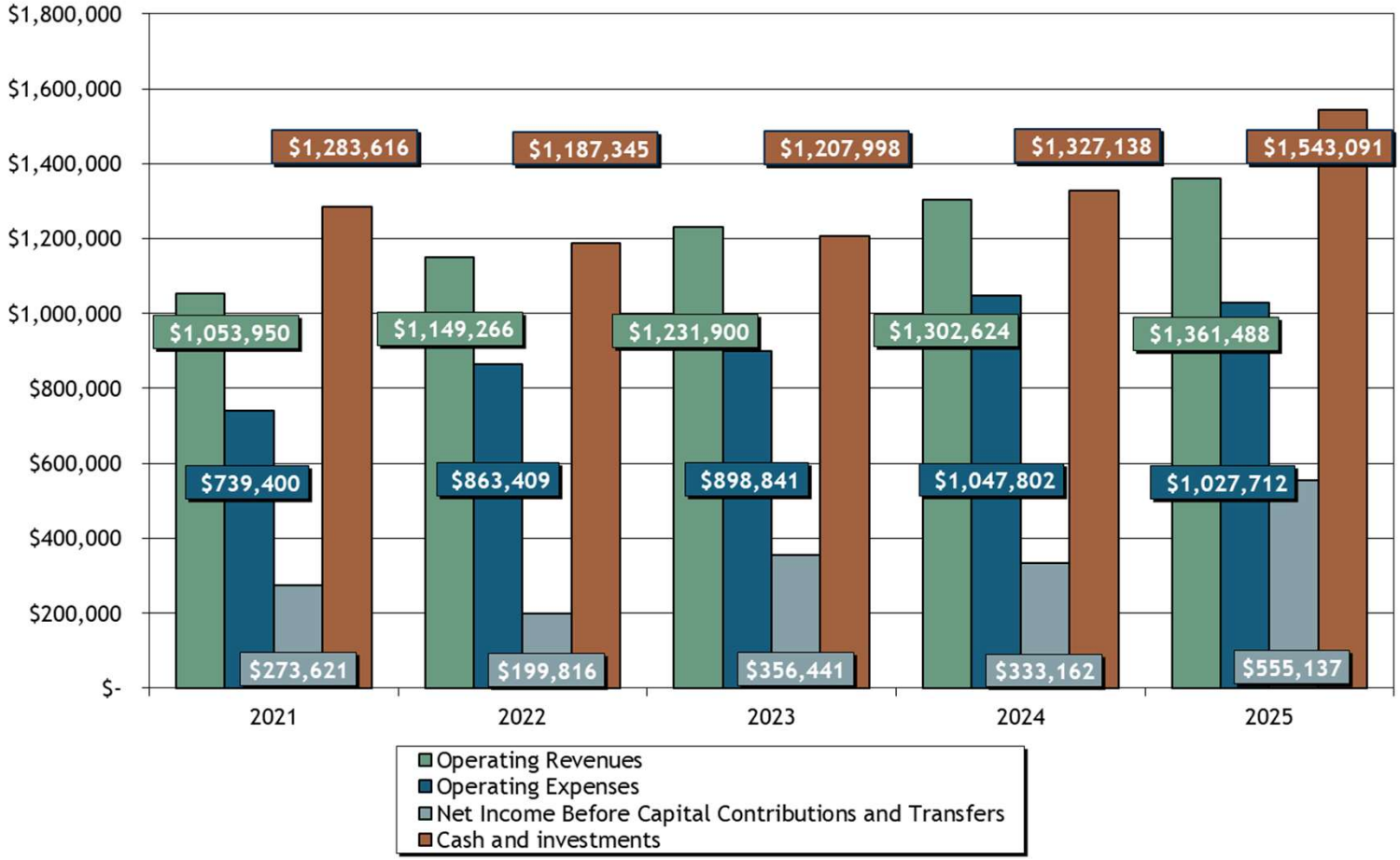
Water Utility Fund Operations



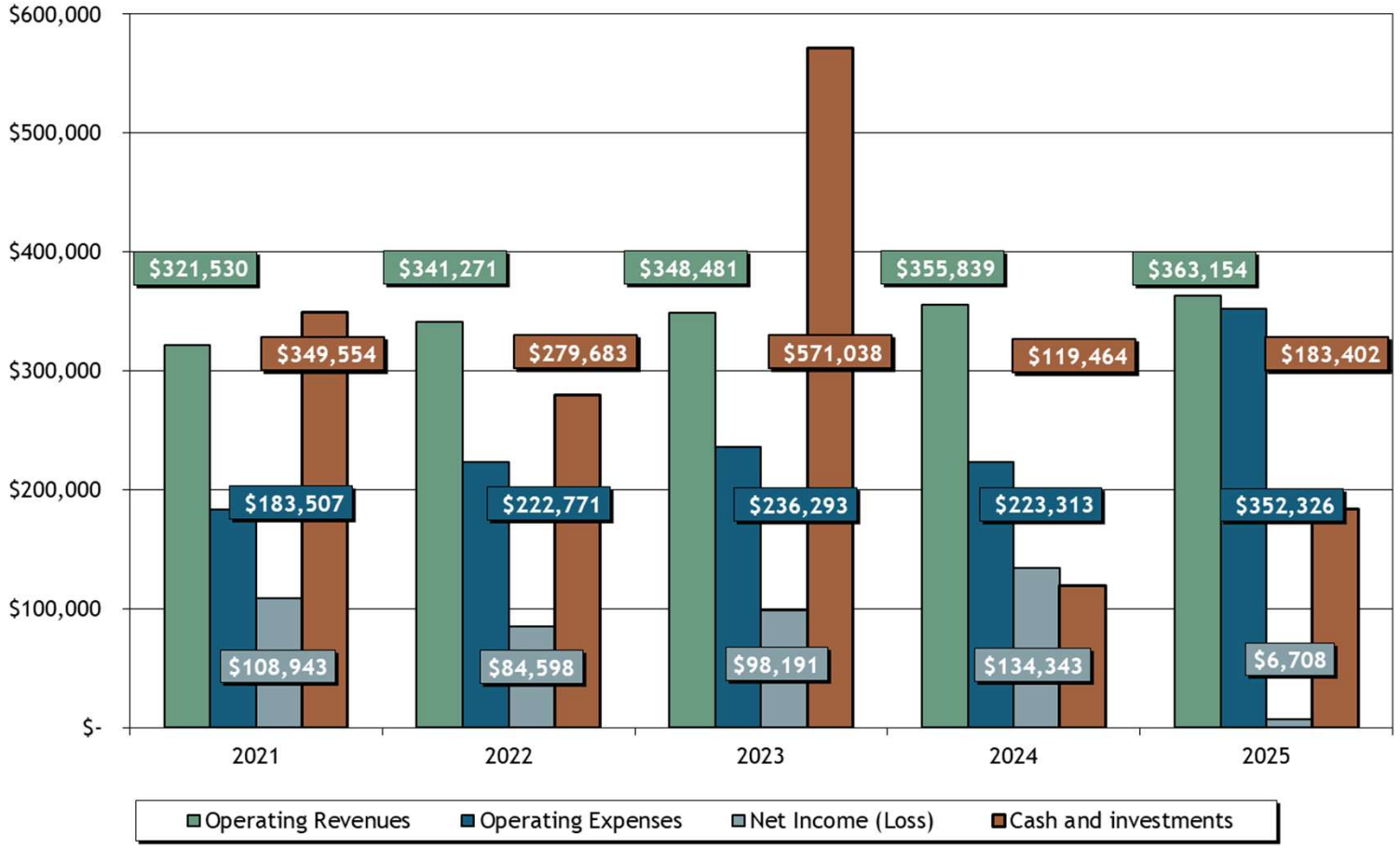
Sewer Utility Fund Operations



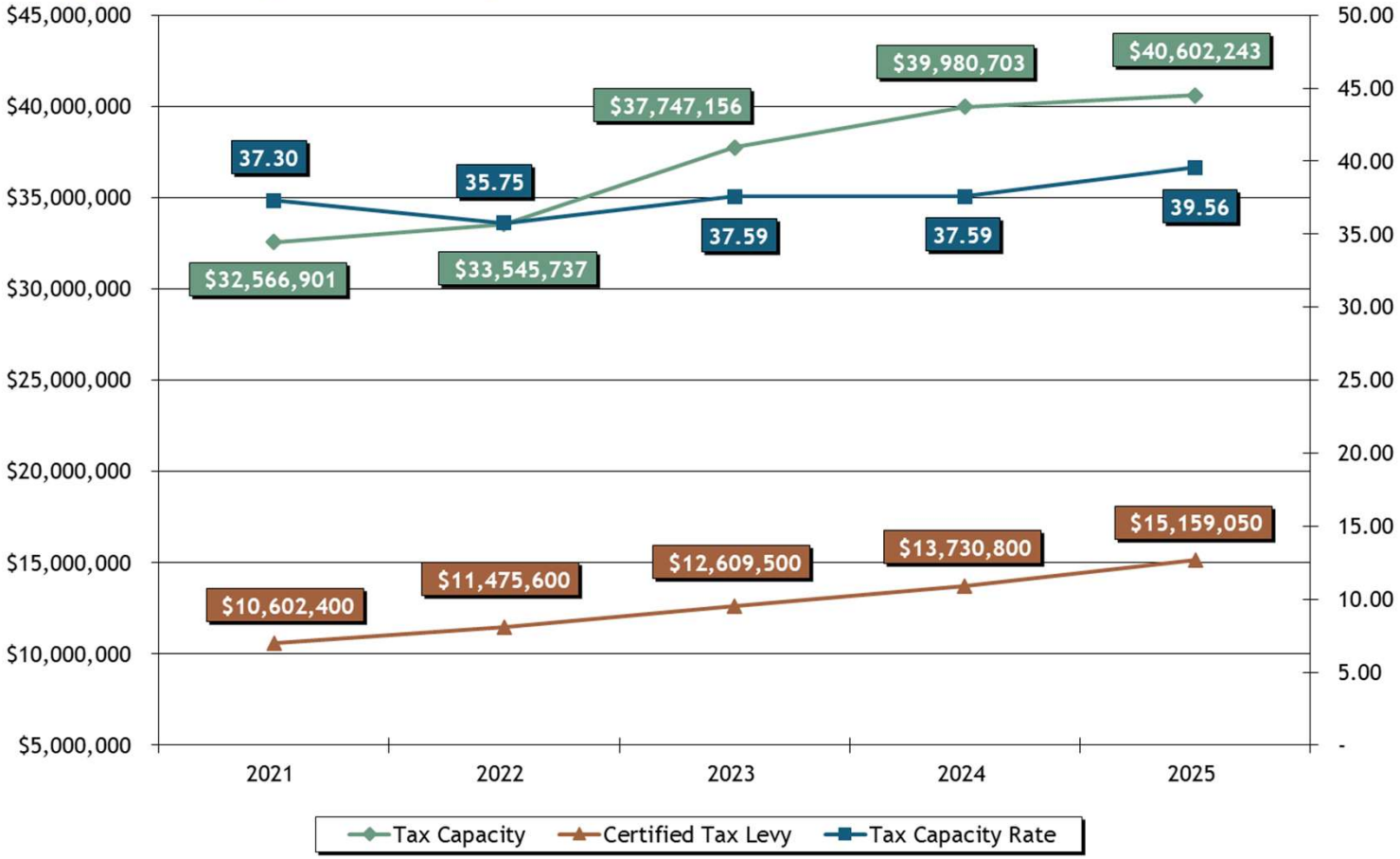
Stormwater Management Fund Operations



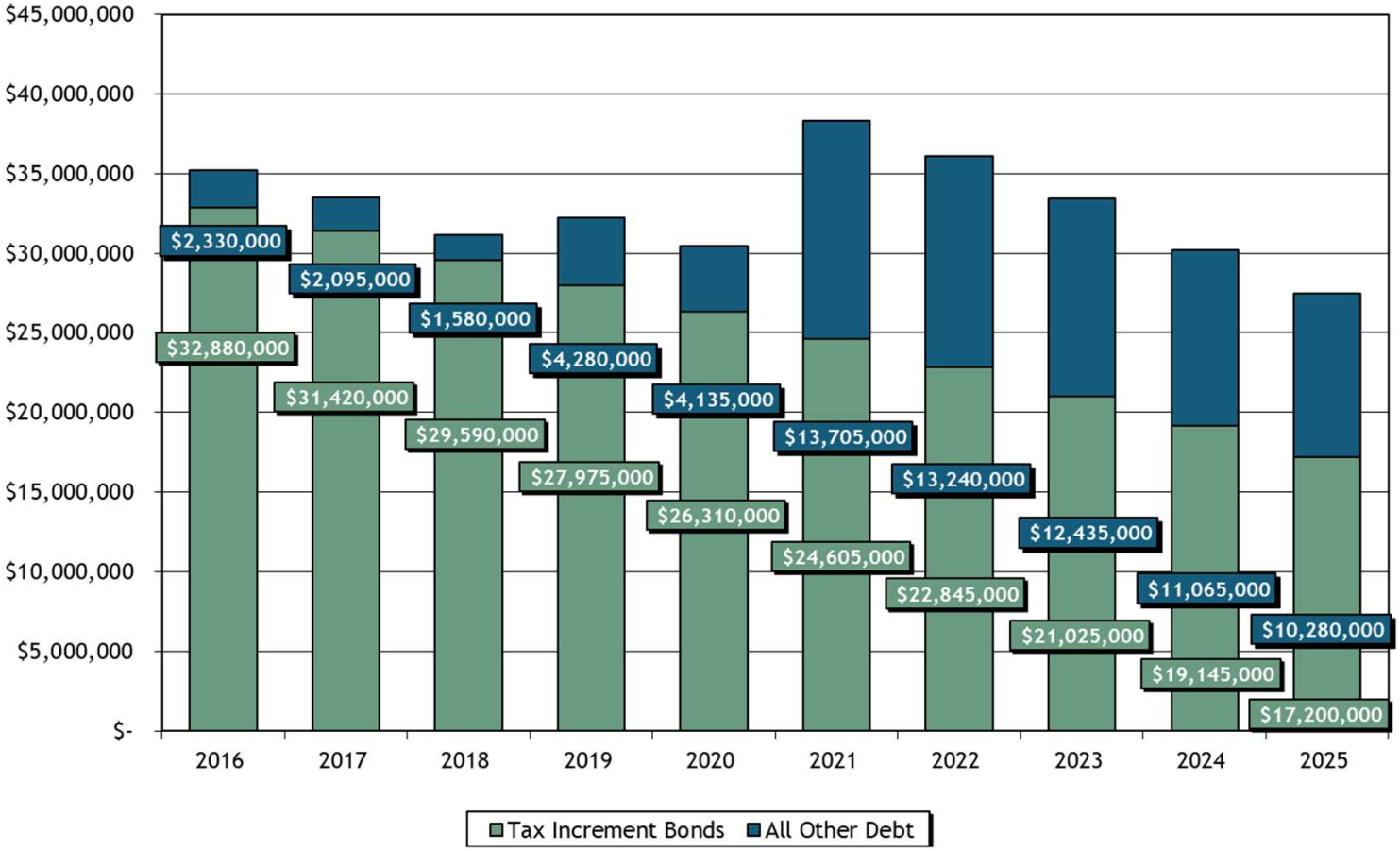
Street Light System Fund Operations



Tax Capacity, Levy, and Rates



Outstanding Debt – All Funds



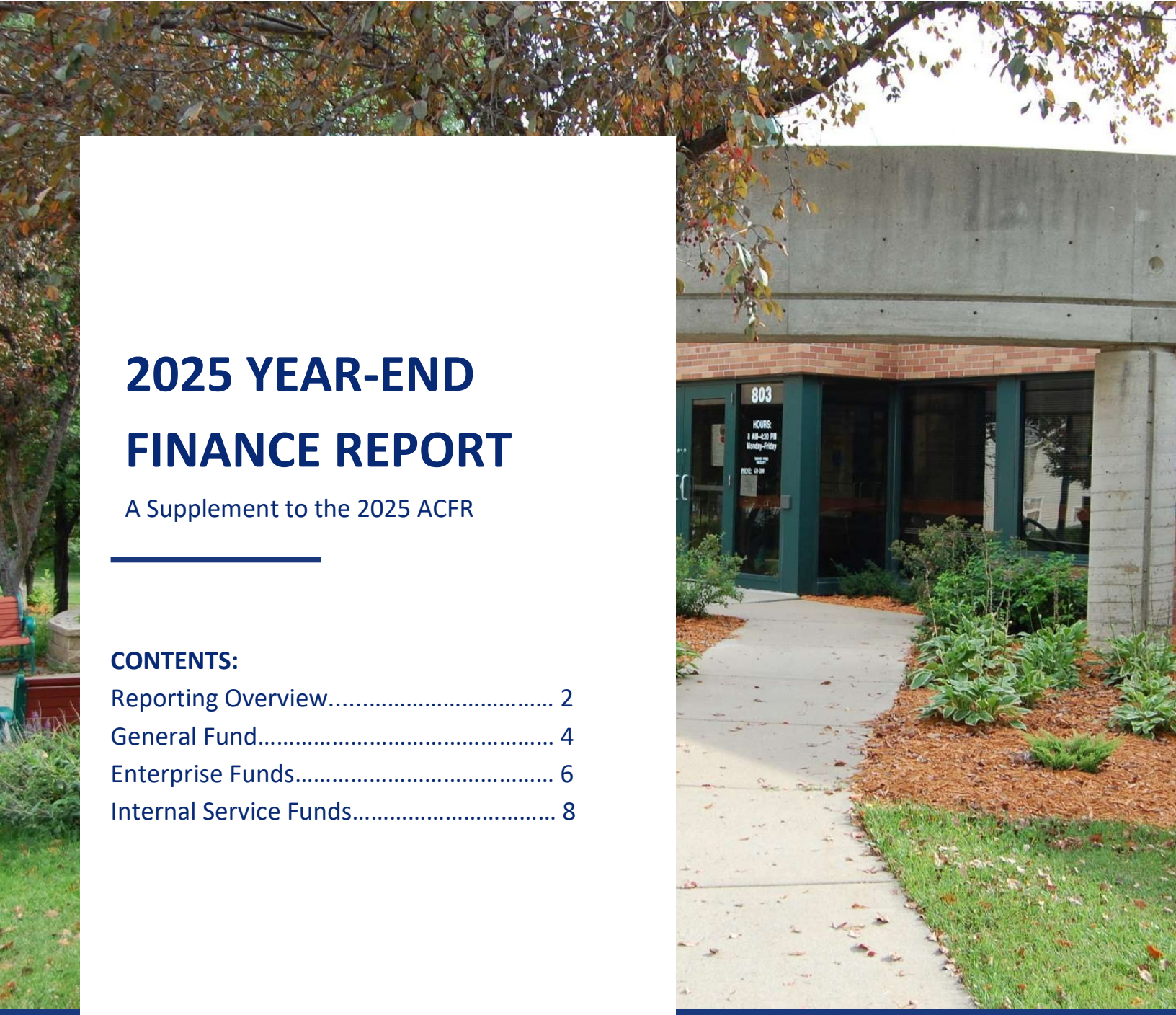
Auditor

Dustin Opatz

AUDIT DIRECTOR
320-828-2467
DUSTIN.OPATZ@CREATIVEPLANNING.COM

Thank You

This commentary is provided for general information purposes only, should not be construed as investment, tax or legal advice, and does not constitute an attorney/client relationship. Past performance of any market results is no assurance of future performance. The information contained herein has been obtained from sources deemed reliable but is not guaranteed.



2025 YEAR-END FINANCE REPORT

A Supplement to the 2025 ACFR

CONTENTS:

Reporting Overview..... 2
General Fund..... 4
Enterprise Funds..... 6
Internal Service Funds..... 8

AS OF DECEMBER 31, 2025

CITY OF NEW BRIGHTON
Prepared by the Finance Director

NEW BRIGHTON
building tomorrow today

Reporting Overview

This report contains a discussion of the following auditor reports and provides a summary of financial activity for the budgeted funds:

1. Reports on Compliance with Government Auditing Standards and Legal Compliance
2. Communications Letter
3. Annual Comprehensive Financial Report (ACFR) and opinion

These reports present the City's financial activity for the year 2025, the financial position (assets, liabilities, deferred inflows or resources and fund equity) at December 31, 2025, and any audit findings.

The financial statement format prescribed by the Governmental Accounting Standards Board (GASB) includes strict reporting requirements. As a result, budget-to-actual comparisons are presented only for the General Fund. In addition, the General Fund is shown in aggregate with several operationally related funds that are not part of its original adopted budget. To provide greater clarity, this report supplements the ACFR with a narrative discussion and budget-to-actual comparison for each budgeted fund.

REPORTS ON COMPLIANCE WITH GOVERNMENT AUDITING STANDARDS AND LEGAL COMPLIANCE

The internal controls and compliance audit requires an examination of eight main areas, including:

1. Internal Control over Financial Reporting
2. Contracting and bidding
3. Deposits and investments
4. Conflicts of interest
5. Public indebtedness
6. Claims and disbursements
7. Miscellaneous provisions
8. Tax increment financing

When auditors review these items, they are reviewing the actions, documents, and agreements for all departments involved in these activities. The report states that for 2025 the auditors found no significant deficiency or material weakness in internal controls that would create the possibility of a material misstatement of the City's financial statements to not be prevented, detected or corrected on a timely basis.

The report also states that for 2025 the auditors found nothing that caused them to believe the City of New Brighton failed to comply with the provisions of the Government Auditing Standards or the Minnesota Legal Compliance Audit Guide for Cities.

No issues or findings resulted from the Internal Control and Compliance audit for 2025.

COMMUNICATIONS LETTER

The communications letter, prepared by the auditing firm, is intended to communicate information relevant to the City's finances to the City Council. The report includes a variety of topics including emerging issues the City may be encountering.

In this letter, professional standards require the auditors to communicate any uncorrected financial statement misstatements that are immaterial (but not trivial) to the current financial statements. The only uncorrected misstatement documented here is that "right to use assets and liabilities are understated."

Reporting Overview (continued)

COMMUNICATIONS LETTER (Continued)

This is related to the requirements of GASB Statement No. 96 regarding Subscription-Based Information Technology Arrangements (SBITAs). Staff reviewed the City's software subscription agreements and only one agreement met the reporting threshold, with a calculated value of $104,140.

Because the agreement is short-term in nature and will not require reporting in the following fiscal year, staff determined that implementing the full reporting and tracking framework for GASB 96 at this time would provide little long-term value relative to the administrative effort required. Staff will continue to monitor future software agreements and will implement GASB 96 reporting requirements if material qualifying arrangements arise in future years.

ANNUAL COMPREHENSIVE FINANCIAL REPORT

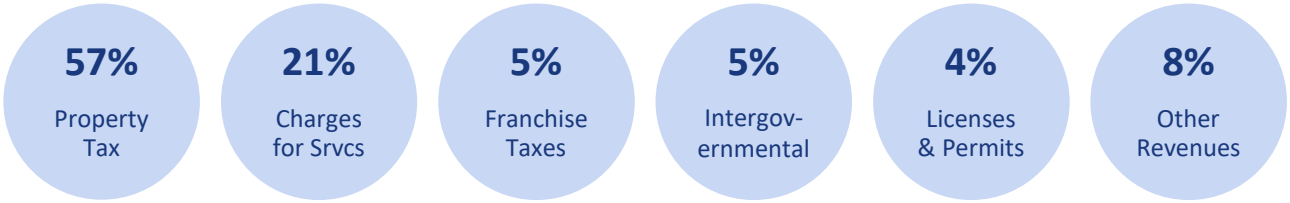
The annual comprehensive financial report is organized into three sections, as follows:

- Introductory Section (pages 1 to 11) - Contains the letter of transmittal, certificate of achievement from the GFOA, organizational chart and principal City officials.
- Financial Section (pages 12 to 143) – Contains the auditor's opinion, the management discussion and analysis (MD&A), the basic financial statements (including government-wide statements and notes), general fund budget to actual comparison, non-major and internal service fund statements, and additional exhibits regarding individual fund statements for the tax increment financing districts.
- Statistical Section (pages 144 to 169) – Contains general and historical information about the City, including financial trends, revenue capacity, debt capacity, demographic and economic information, and operating information.

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 and its primary funding source is the property tax levy. In 2025, the City collected 98% of budgeted property tax revenue.

GENERAL FUND REVENUES



General Fund Revenues	2025 Budget	2025 Actual	Variance	2024 Actual	2023 Actual
Property Tax	$14,493,200	$14,224,160	$(269,040)	$13,644,603	$12,537,781
Charges for Services	5,082,800	5,404,402	321,602	5,008,698	4,620,677
Franchise Taxes	1,255,000	1,232,255	(22,745)	1,241,835	1,197,534
Intergovernmental	1,175,700	1,267,701	92,001	1,183,923	1,180,230
Licenses and Permits	701,500	1,031,557	330,057	979,820	847,190
Other	1,412,100	2,000,381	588,281	1,983,155	1,685,389
Total	**$24,120,300**	**$25,160,456**	**$1,040,156**	**$24,042,034**	**$22,068,801**

Total **General Fund** revenues of $25,160,456 represent 104.3% of the budgeted amount. **Charges for Services** revenue came in over budget due to increased interest in Parks & Recreation programing, facility rentals, memberships, and golf rounds. **Intergovernmental** revenue exceeded projections due to state grants and aids received, and **Licenses and Permits** revenues exceeded projections due to conservative budgeting. **Other** revenues exceeded projections due to conservative budgeting of investment interest and a favorable change in fair value of investments.

Property Tax
revenue reflects the City portion of property tax bills collected by Ramsey County.

Charges for Services
include park program registrations, Community Center daily passes, License Bureau or Passport fees, fire inspections, etc.

Franchise Fees
are collected by electric and cable companies and remitted to the City. The City's utility funds also pay franchise fees to the General Fund.

Intergovernmental Revenue
includes State street funding , State police and fire aid, scholl district reimbursements for School Resource Officers, among other things.

Licenses and Permits
include building permits, contractor licenses, liquor licenses, business licenses, etc.

Other revenue
includes investment interest, fines and forfeitures, rent income, and transfers from other funds to cover general administrative costs.

General Fund (continued)

GENERAL FUND EXPENDITURES

General Fund Expenditures	2025 Budget	2025 Actual	Variance	2024 Actual	2023 Actual
Administration	$2,035,900	$2,035,457	$(443)	$1,934,612	$1,762,788
Finance	1,961,800	1,908,648	(53,152)	1,742,039	1,602,711
Community Assets & Dev.	3,140,700	3,124,591	(16,109)	3,006,279	2,854,542
Parks and Recreation	6,205,300	6,381,391	176,091	5,696,604	5,059,005
Public Safety	8,880,600	8,468,155	(412,445)	8,076,781	7,348,763
Transfers to Other Funds	2,878,100	2,878,100	0	3,023,700	2,081,171
Budgeted Turnover Savings	(299,000)	0	299,000	0	0
Total	**$24,803,400**	**$24,796,342**	**$7,058**	**$23,480,014**	**$20,708,980**

Total **General Fund** expenditures of $24,796,342 represent nearly 100% of the budgeted amount. The City experienced personnel savings of $224,638 due to turnover across all departments, but primarily in Public Safety. This savings was offset by a budget overage of $235,447 due to unforeseen increases in credit card processing fees in Parks and Recreation.

GENERAL FUND – FUND BALANCE

The unassigned **fund balance** in the General Fund as of December 31, 2025 was $10,879,384 or 45% of the 2026 budgeted operating expenditures. 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%.

GENERAL FUND DEPARTMENTS

Administration: This department provides the general management of the City. It is responsible for maintaining City records, issuing licenses, researching and administering Council policies, communications, human resources, Information Technology, and overseeing election procedures.

Finance: This department manages the City's finances, maintaining financial records and providing long-term financial reporting. This department also includes the License Bureau and Passports operations.

Community Assets and Development: This department oversees physical development of the City (planning, permitting, and building), infrastructure maintenance, code enforcement, recycling services, plowing and building inspections.

Parks and Recreation: This department is responsible for maintaining the City's parks and trails, providing recreation programs, and managing the Community Center and Brightwood Hills golf course.

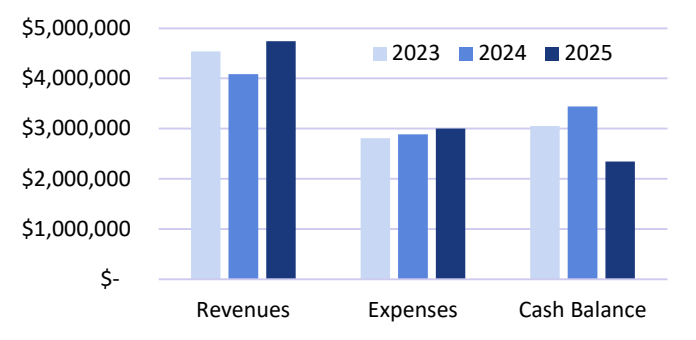
Public Safety: This department oversees the police, fire and emergency management functions of the City.

Enterprise Utility Funds

The **Enterprise Utility Funds** account for the City's water, sanitary sewer, stormwater and streetlight operations. Each utility is funded by separate fees charged on the quarterly utility bills.

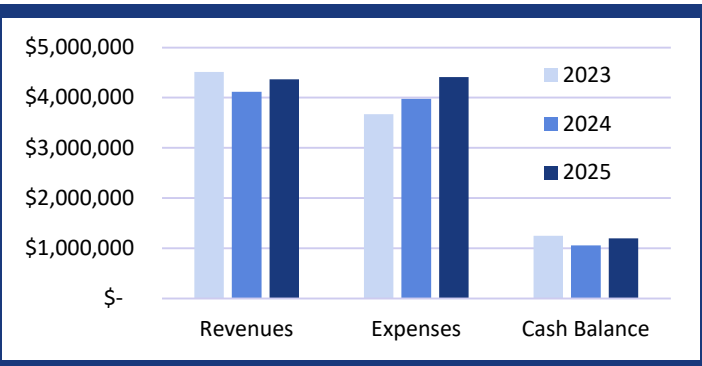
Water Utility Fund Financial Results

Water rates increased by 5% in 2025. The City also received $403,053 in PFAS settlements in 2025. Total expenses (excluding depreciation and capital) were 98% of the $2.6M budgeted and $109,389 more than 2024. The cash balance decreased by $1.1M for purchases related to the Forestdale water tower painting project and both the 2024 and 2025 street reconstruction projects.



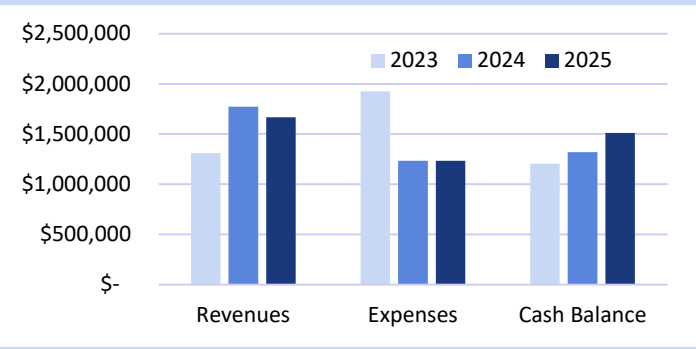
Sewer Utility Fund Financial Results

Sewer rates increased by 6% in 2025. Total expenses (excluding depreciation and capital) were 102% of the $4.2M budgeted and $426,484 more than 2024. This is largely due to the cost to remove Lift Station #1 in 2025. The cash balance increased by $141,130 to finance future capital projects.



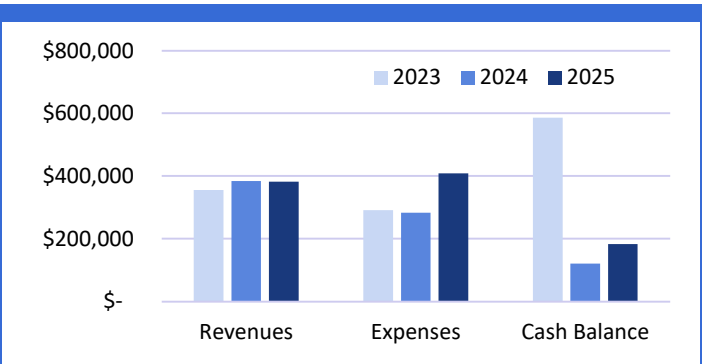
Stormwater Utility Fund Financial Results

Stormwater rates increased by 5% in 2025, but total revenues decreased related to a capital contribution revenue in 2024 for the Old Hwy 8 and 8th Avenue road design project. Total expenses (excluding depreciation and capital) were 103% of the $815,200 budget, due to 10th Street NW culvert replacement costs that will be fully reimbursed in 2026. The cash balance increased by $190,804 to finance future capital projects.



Street Light System Fund Financial Results

Street Light rates increased 2.5% in 2025. Total revenue decreased slightly from 2024 due to a decrease in investment income. Total expenses (excluding depreciation and capital) were 137% of the $272,500 budget and $125,025 more than 2024. This was due to a traffic signal painting project in 2025. The cash balance increased by $62,052 to finance future capital projects.



Enterprise Utility Funds (continued)

2026 CAPITAL OUTLAYS

2024 Street Reconstruction Project – Utility Improvements	$2,281,886
2025 Street Reconstruction Project – Utility Improvements	$1,279,675
Forestdale Water Tower Painting Project	$511,479
10th St NW Culvert Replacements	$638,549
Lift Station #8 Reconstruction	$320,834
Old Highway 8 Street Light Replacements	$9,267
Miscellaneous Equipment	$33,004

CASH BALANCE POLICY COMPLIANCE

	Water	Sanitary Sewer	Storm-water	Street Lights
Compliance Status	✓	✓	✓	✓
12/31/2025 Cash Balance	$2,340,414	$1,193,534	$1,510,108	$183,222
Maximum 100% of 2026 Total Budgeted Expenses	$4,455,100	$5,102,900	$3,371,100	$434,800
Minimum 25% of 2025 Budgeted Operating Expenses	$637,400	$1,041,400	$186,900	$62,500

Internal Service Funds

The **Internal Service Funds** account for any activity that provides shared goods or services to other funds or departments of the City. The primary funding source is internal charges allocated to the various departments and enterprises. All funds experienced favorable investment income results in 2025.

Risk Management Fund

2025	Budget	Actual	Variance
Revenues	$964,400	$1,037,318	$72,918
Expenses	$941,800	$1,026,050	$84,250
Net Position	**$1,354,897**	**$1,343,566**	**$(11,331)**

Excess revenues are due to **favorable investment income** results**.** Expense overages are due to higher-than-expected **deductible expenses** related to prior year property and liability claims.

Fleet Capital Replacement Fund

2025	Budget	Actual	Variance
Revenues	$1,011,300	$1,345,478	$334,178
Expenses	$2,003,300	680,298	$(1,323,002)
Net Position	**$(992,000)**	**$665,180**	**$1,657,180**

Excess revenues are due to **favorable investment income** results, an **unbudgeted transfer** of 2024 General Fund excess fund balance and the **sale of retired assets**. Expense savings are due to **capitalized project costs** that are reflected in the cash activity for the year but not annual expenses.

Non-Fleet Capital Replacement Fund

2025	Budget	Actual	Variance
Revenues	$1,515,100	$2,181,323	$666,223
Expenses	$6,563,800	$2,423,340	$(4,140,460)
Net Position	**$(5,048,700)**	**$(242,017)**	**$4,806,683**

Excess revenues are due to **favorable investment income** results and an **unbudgeted transfer** of 2024 General Fund excess fund balance. Expense savings are due to **capitalized project costs** that are reflected in the cash activity for the year but not annual expenses.

Information Technology Fund

2025	Budget	Actual	Variance
Revenues	$1,206,300	$1,250,144	$43,844
Expenses	$1,214,200	$1,339,981	$125,781
Net Position	**$(7,900)**	**$(89,837)**	**$(81,937)**

Excess revenues are due to **favorable investment income** results**.** Expense overages are related to increased **technology subscriptions.**

Pavement Management Fund

2025	Budget	Actual	Variance
Revenues	$221,700	$305,661	$83,961
Expenses	$429,800	$290,533	$(139,267)
Net Position	**$(208,100)**	**$15,128**	**$223,228**

Excess revenues are due to **favorable investment income** results**.** Expense savings are due to **deferred park improvement costs**.

Internal Service Funds (continued)

STATUS OF MAJOR 2025 BUDGETED CAPITAL EXPENDITURES

	BUDGETED COST	STATUS
FLEET REPLACEMENTS		
Snow Equipment	$36,700	Complete
Code Enforcement Vehicle	$31,500	Complete
WTP Operator Vehicle	$53,100	Complete
Police Camera Trailer	$48,700	Deferred
Police Vehicles (4)	$237,700	Complete
Fire Marshall Truck	$55,600	Complete
Fire Pumper Truck	$1,200,000	In Progress
Dump Truck	$315,000	Complete
NON-FLEET REPLACEMENTS		
Driftwood Park Project	$451,200	Deferred
Freedom Park Project	$345,400	Deferred
Hansen West Park Project	$1,290,400	In Progress
Meadow Wood Park Project	$99,100	Deferred
Veterans Park Project	$2,929,000	Deferred
NBCC Improvements	$777,500	Complete
Clubhouse Improvements	$118,300	Deferred
Public Safety Building Improvements	$133,800	In Progress
INFORMATION TECHNOLOGY UPGRADES		
PS Training Room Equipment	$87,800	Deferred
Network Server	$31,800	Deferred
Website Upgrade	$19,100	Deferred
PAVEMENT MANAGEMENT PROJECTS		
Freedom Park Project	$170,000	Deferred
Veterans Park Project	$248,300	Deferred

City of New Brighton

Communications Letter

December 31, 2025

City of New Brighton
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Report on Matters Identified as a Result of the Audit of the Basic Financial Statements

Honorable Mayor, Members
of the City Council and Management
City of New Brighton
New Brighton, Minnesota

In planning and performing our audit of the basic financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of New Brighton, as of and for the year ended December 31, 2025, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over financial reporting.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that have not been identified. In addition, because of inherent limitations in internal control, including the possibility of management override of controls, misstatements due to error, or fraud may occur and not be detected by such controls.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the City's basic financial statements will not be prevented, or detected and corrected, on a timely basis. A reasonable possibility exists when the likelihood of an event occurring is either reasonably possible or probable as defined as follows:

- *Reasonably possible*. The chance of the future event or events occurring is more than remote but less than likely.
- *Probable*. The future event or events are likely to occur.

We did not identify any deficiencies in internal control that we consider to be material weaknesses.

The accompanying memorandum also includes financial analysis provided as a basis for discussion. The matters discussed herein were considered by us during our audit and they do not modify the opinion expressed in our Independent Auditor's Report dated May 1, 2026, on such statements.

The purpose of this communication, which is an integral part of our audit, is to describe for the Members of the City Council and management and others within the City and state oversight agencies the scope of our testing of internal control and the results of that testing. Accordingly, this communication is not intended to be and should not be used for any other purpose.

Minneapolis, Minnesota
May 1, 2026

City of New Brighton
Required Communication

We have audited the basic financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City as of and for the year ended December 31, 2025. Professional standards require that we advise you of the following matters related to our audit.

Our Responsibility in Relation to the Financial Statement Audit
As communicated in our engagement letter, our responsibility, as described by professional standards, is to form and express opinions about whether the basic financial statements prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the basic financial statements does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the basic financial statements are free of material misstatement. An audit of the basic financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the City solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgement, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Generally accepted accounting principles provide for certain Required Supplementary Information (RSI) to supplement the basic financial statements. Our responsibility with respect to the RSI, which supplements the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI was not audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we do not express an opinion or provide any assurance on the RSI.

Our responsibility for the supplementary information accompanying the basic financial statements, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the basic financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Our responsibility with respect to the other information in documents containing the audited basic financial statements and auditor's report does not extend beyond the basic financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information was not audited, and we do not express an opinion or provide any assurance on it.

Our Responsibility in Relation to *Government Auditing Standards*
As communicated in our engagement letter, part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we performed tests of the City's compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of basic financial statement amounts. However, the objective of our tests was not to provide an opinion on compliance with such provisions.

Planned Scope and Timing of the Audit
We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence
The engagement team, others in our firm, as appropriate, our firm, and our network firms have complied with all relevant ethical requirements regarding independence.

Significant Risks
We addressed the following significant risks of material misstatement identified in our planning procedures:

- Risk of Improper Revenue Recognition – Revenue recognition is considered a fraud risk on substantially all engagements as it is generally the largest line item impacting a City's change in fund balance or net position.
- Risk of Misappropriation of Assets – Misappropriation of Assets is considered a risk in substantially all engagements as assets may be misappropriated due to fraud or error.
- Risk of Management of Override of Controls – Management override of internal control is considered a risk in substantially all engagements as management may be incentivized to produce better results.
- Lease Valuation – Lease receivable and related deferred inflows of resources are material to the financial statements and involve significant estimates.
- Pension Valuation – Net pension liability, deferred outflows of resources related to pensions, and deferred inflows of resources related to pensions are generally material to the financial statements and involve significant estimates.
- Other Post Employment Benefits (OPEB) Valuation – Total OPEB liability, deferred outflows of resources related to OPEB, and deferred inflows of resources related to OPEB are generally material to the financial statements and involve significant estimates.
- Compensated Absences – Compensated absences liabilities are generally material to the financial statements and involve significant estimates.

Qualitative Aspects of the City's Significant Accounting Practices

Significant Accounting Policies
Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the City is included in the notes to the basic financial statements. There have been no initial selection of accounting policies during 2025. The City adopted new accounting guidance, Governmental Accounting Standards Board (GASB) Statement No. 101, Compensated Absences. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Qualitative Aspects of the City's Significant Accounting Practices (Continued)

Significant Accounting Estimates and Related Disclosures
Accounting estimates and related disclosures are an integral part of the basic financial statements prepared by management and are based on management's current judgements. Those judgements are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the basic financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgements. The most sensitive estimates affecting the basic financial statements relate to:

Total Other Post Employment Benefits (OPEB) Liability, Deferred Outflows of Resources Related to OPEB and Deferred Inflows of Resources Related to OPEB – These balances are based on an actuarial study using the estimates of future obligations of the City for post employment benefits.

Net Pension Liability, Deferred Outflows of Resources Related to Pensions and Deferred Inflows of Resources Related to Pensions – These balances are based on an allocation by the pension plans using estimates based on contributions.

Lease Valuation – These balances are based on estimates and judgments determined by the City related to the discount rate, lease term and lease payments.

Compensated Absences – These balances are based on estimates and judgments determined by the City related to percentages of leave used during the course of business.

We evaluated the key factors and assumptions used to develop the accounting estimates and determined that they are reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Financial Statement Disclosures
Certain basic financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The basic financial statement disclosures are neutral, consistent, and clear.

Significant Difficulties Encountered during the Audit
We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements
For the purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effects of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the basic financial statements taken as a whole and each applicable opinion unit. The following bullet point summarizes the uncorrected financial statement misstatement whose effects in the current and prior periods, as determined by management, are immaterial, both individually and in the aggregate, to the financial statements taken as a whole and each applicable opinion unit.

Uncorrected and Corrected Misstatements (Continued)
Uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements currently under audit.

- Right to use assets and liabilities are understated.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. None of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the basic financial statements taken as a whole and each opinion unit.

Disagreements with Management
For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the City's basic financial statements or the auditor's report. No such disagreements arose during the course of our audit.

Representations Requested from Management
We have requested certain written representations from management, which are included in the management representation letter.

Management's Consultations with Other Accountants
In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management has informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues
In the normal course of our professional association with the City, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating and regulatory conditions affecting the City, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the City's auditor.

Other Information Included in Annual Reports
Pursuant to professional standards, our responsibility as auditors for other information, whether financial or nonfinancial, included in the City's annual reports, does not extend beyond the information identified in the audit report, and we are not required to perform any procedures to corroborate such other information.

We applied certain limited procedures to the RSI that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Other Information Included in Annual Reports (Continued)
With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the basic financial statements or to the basic financial statements themselves.

We were not engaged to report on the other information accompanying the basic financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the basic financial statements.

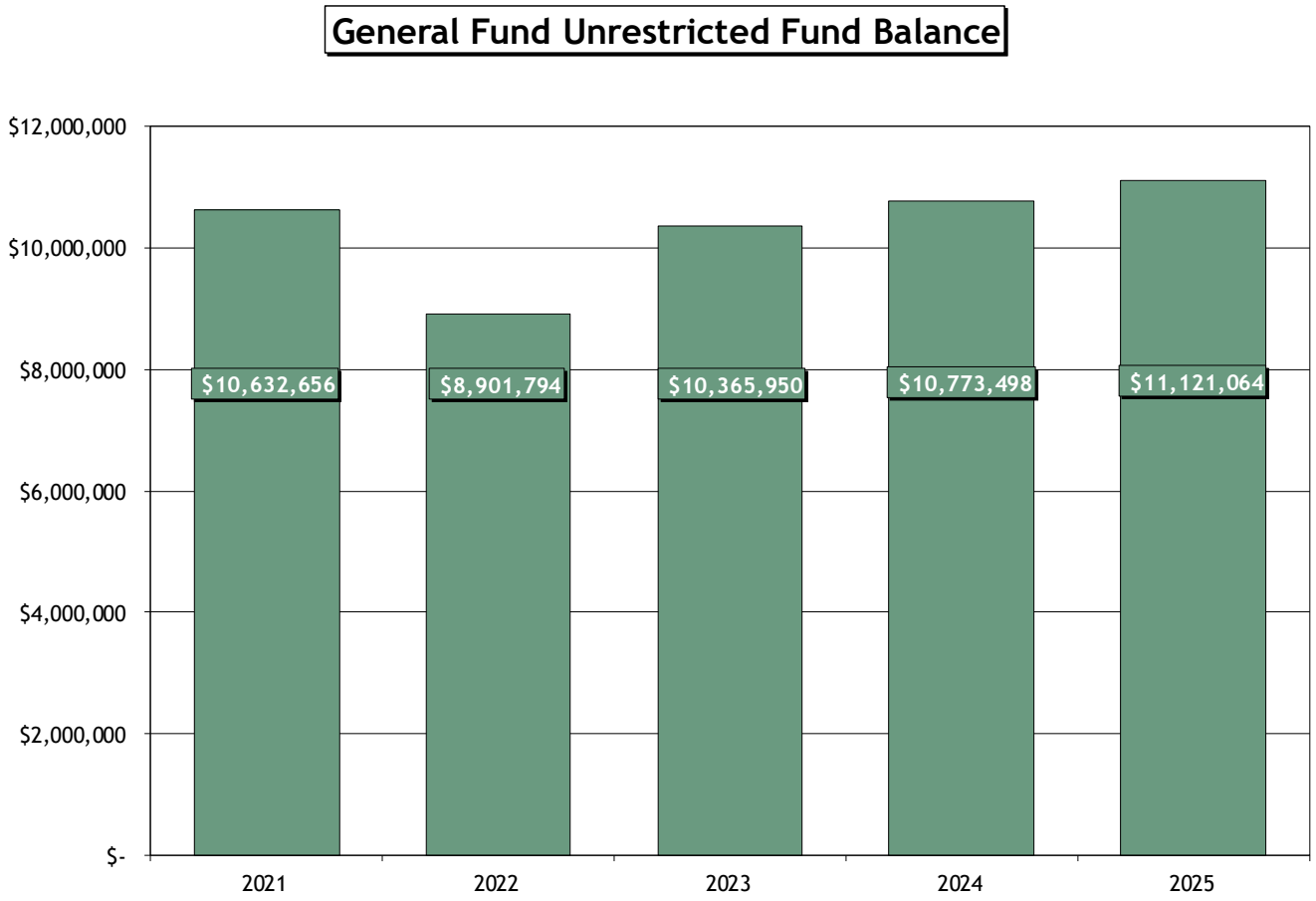
City of New Brighton
Financial Analysis

The following pages provide graphic representation of select data pertaining to the financial position and operations of the City for the past five years. Our analysis of each graph is presented to provide a basis for discussion of past performance and how implementing certain changes may enhance future performance. A subsequent discussion of this information should be useful for planning purposes.

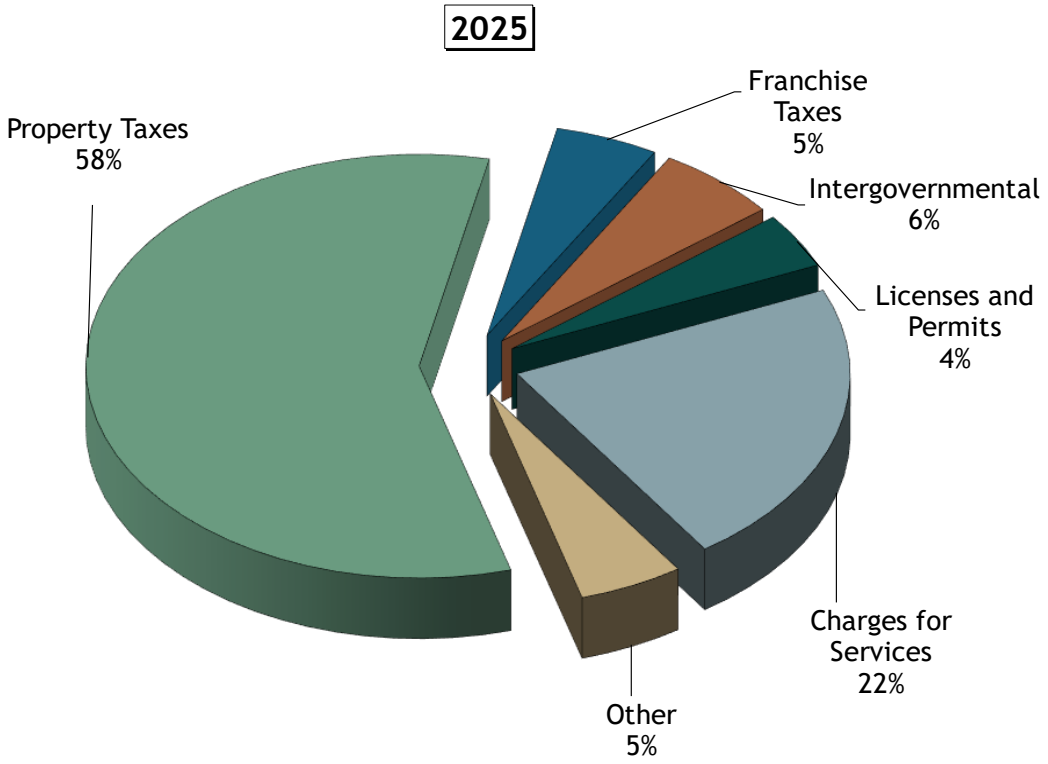
General Fund
Total fund balance in the General Fund increased 2.7% in 2025 to $12,078,046. Of this balance, $956,982 is restricted for specific purposes and $11,121,064 is unrestricted. General Fund revenues and other financing sources exceeded expenditures and other financing uses by $312,818 during 2025. A more detailed analysis of the General Fund revenue and expenditure components are presented on the following pages.

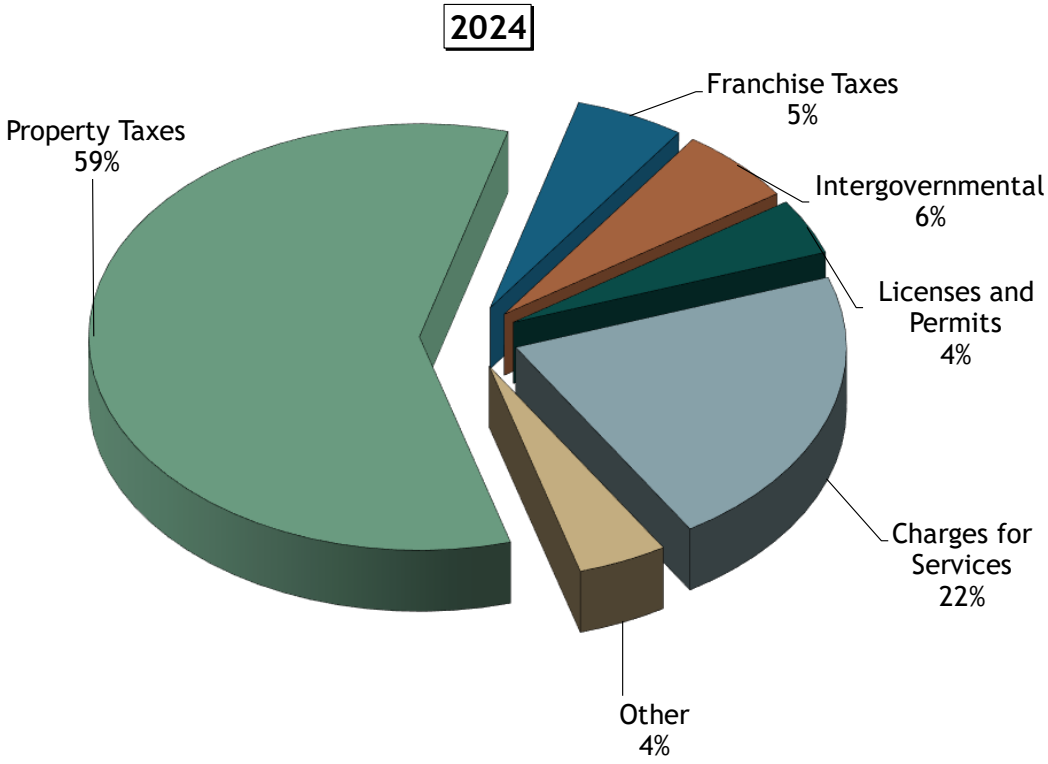
The current General Fund unrestricted fund balance represents 50% of 2025 expenditures, or approximately six months of General Fund expenditures.

A five-year history of General Fund unrestricted fund balance is shown below.



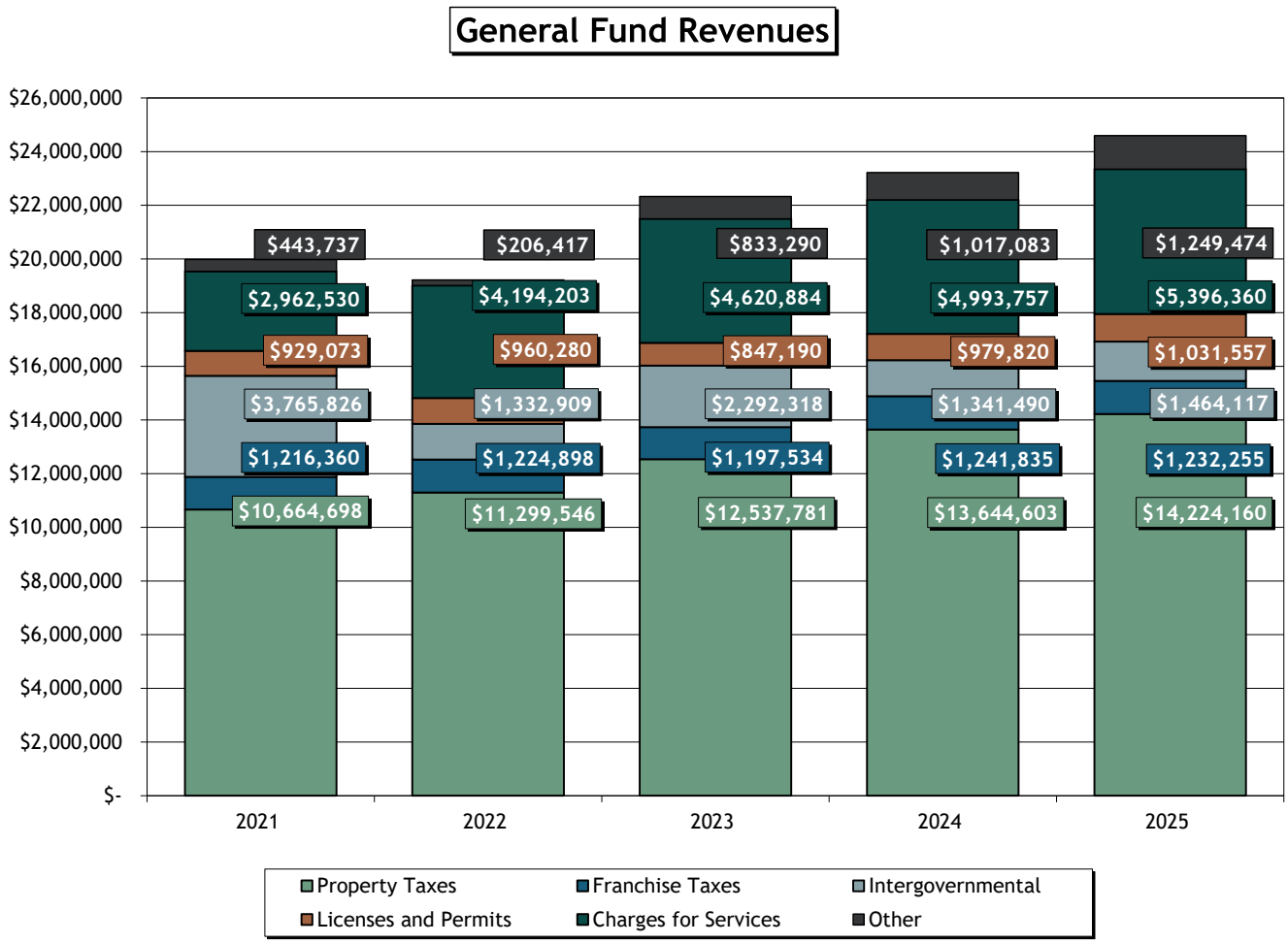
General Fund Revenues
Allocations of the City's revenues by source for the current and preceding year are displayed below. The allocation was relatively consistent from 2024 to 2025.



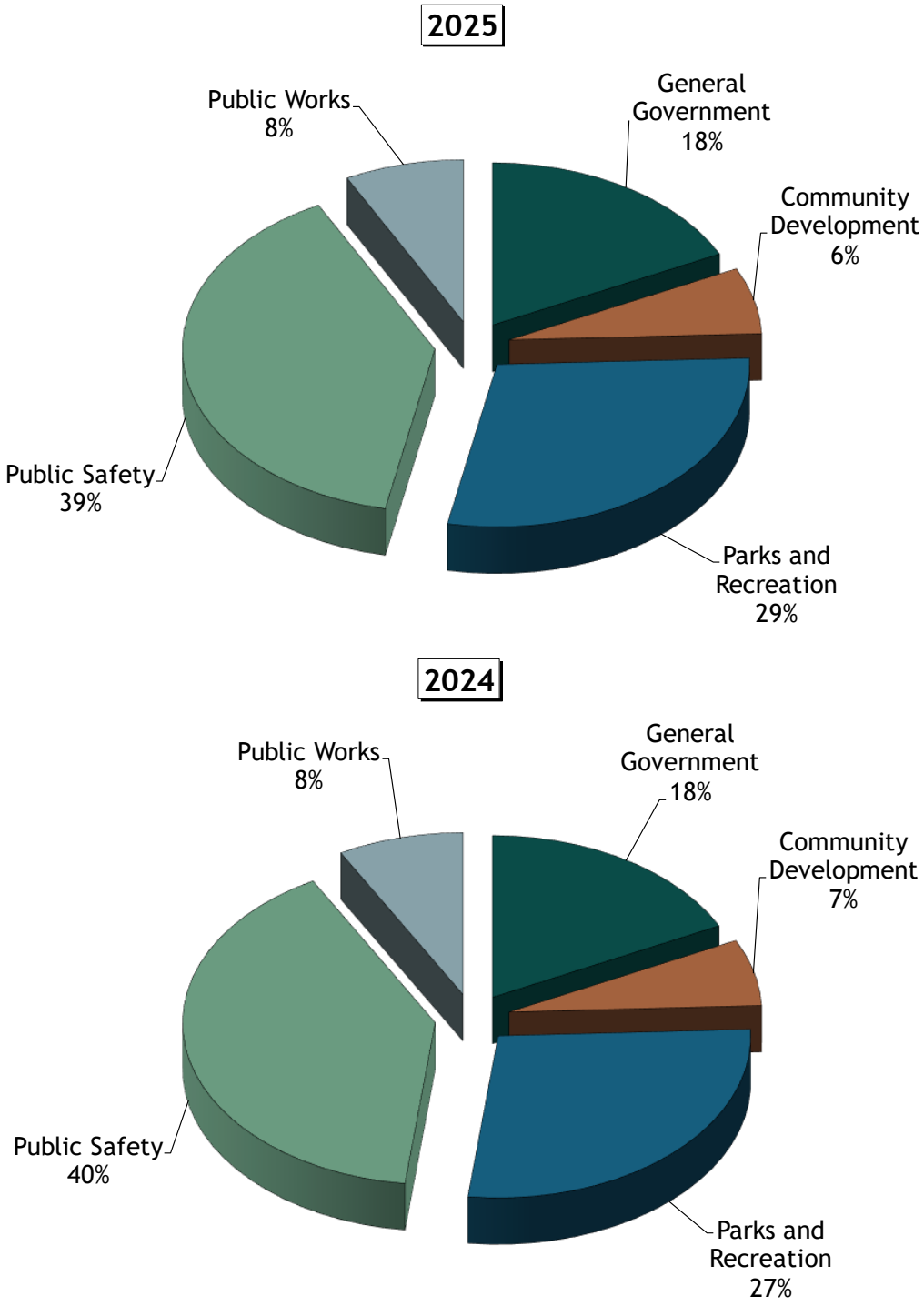


General Fund Revenues (Continued)

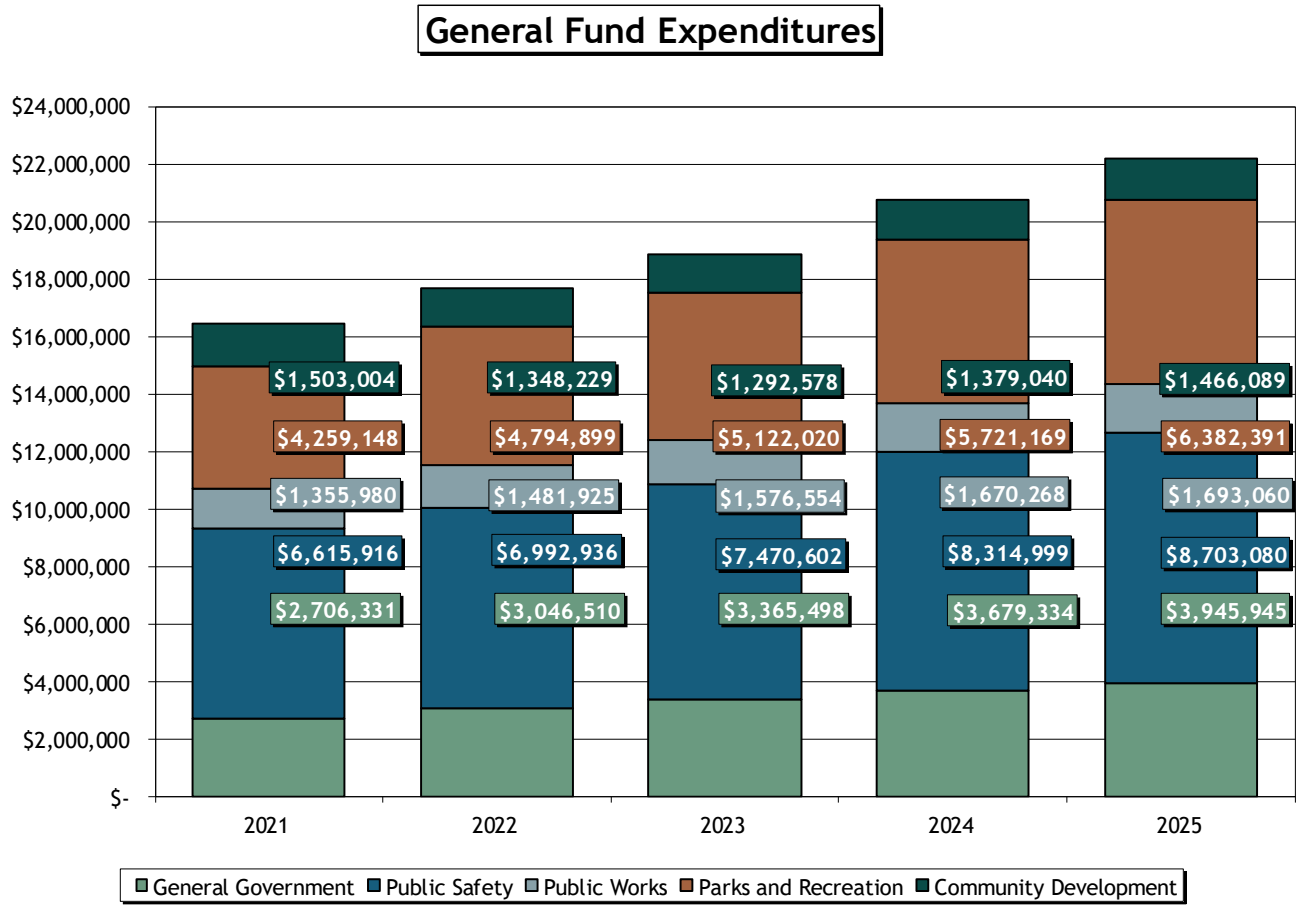
The chart below shows the City's revenues by source for the last five years. Property tax revenues increased $579,557 due to an increase in the levy. Charges for services increased $402,603 due to an increase in community center memberships and rentals as well as increased passport and license bureau activity. Other revenue increased $232,391 due to an increase in investment income.



General Fund Expenditures
The pie charts below show the breakdown of expenditures in the General Fund for the last two years. The allocation did not change significantly from 2024 to 2025.

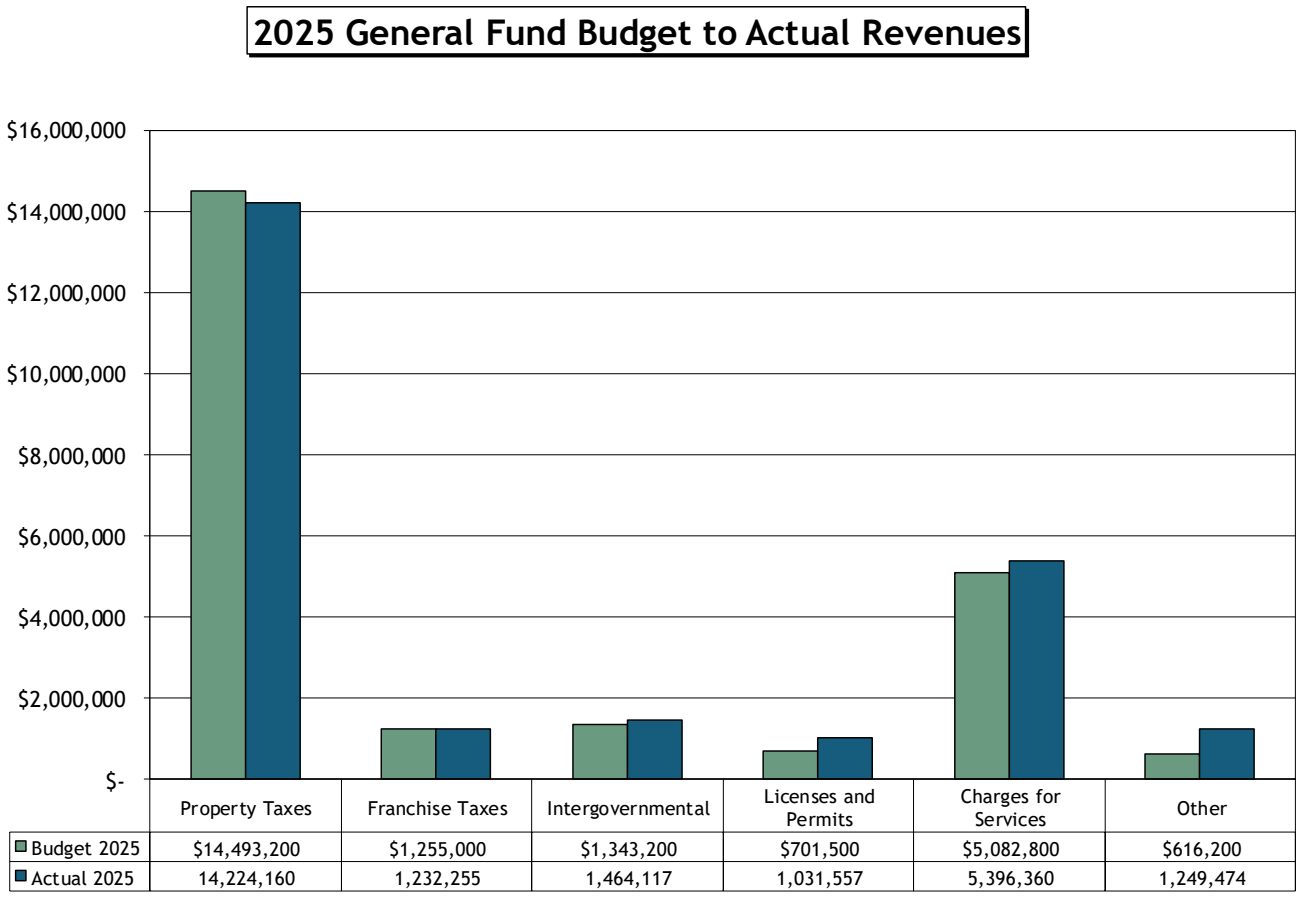


General Fund Expenditures (Continued)
Five-year trend information for General Fund expenditures by function is shown below. From 2024 to 2025, expenditures increased $1,425,755. Parks and recreation increased $661,222 due to increased parks and recreation activity resulting in additional seasonal employees as well as increased credit cards fees. Public safety increased $388,081 and General Government increased $266,611 due to step and lane increases. All other functions had minor variances from the prior year.



General Fund Budget to Actual Revenues

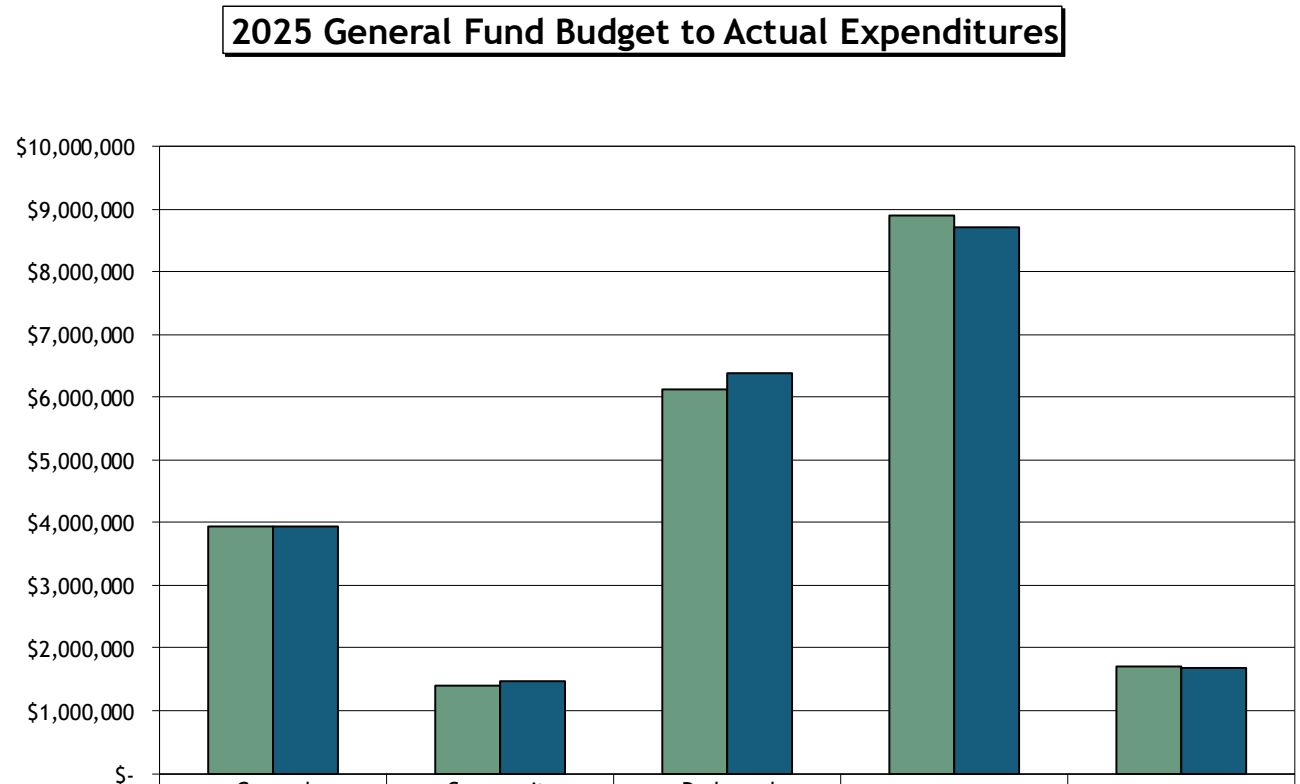
The chart below compares actual revenues to amounts budgeted in the General Fund for 2025. Actual General Fund revenues were over budget by $1,106,023, or 4.7%. Licenses and Permits were over budget $330,057 due to more building permits issued than anticipated. Charges for services revenues were over budget $313,560 due to better than anticipated community center activity. Other revenue was overbudget $633,274 due to better than anticipated investment income. Property taxes were under budget $269,040 due to budgeting for full levy collection. All other revenue categories were consistent with the amounts budgeted.



	Property Taxes	Franchise Taxes	Intergovernmental	Licenses and Permits	Charges for Services	Other
Budget 2025	$14,493,200	$1,255,000	$1,343,200	$701,500	$5,082,800	$616,200
Actual 2025	14,224,160	1,232,255	1,464,117	1,031,557	5,396,360	1,249,474

General Fund Budget to Actual Expenditures

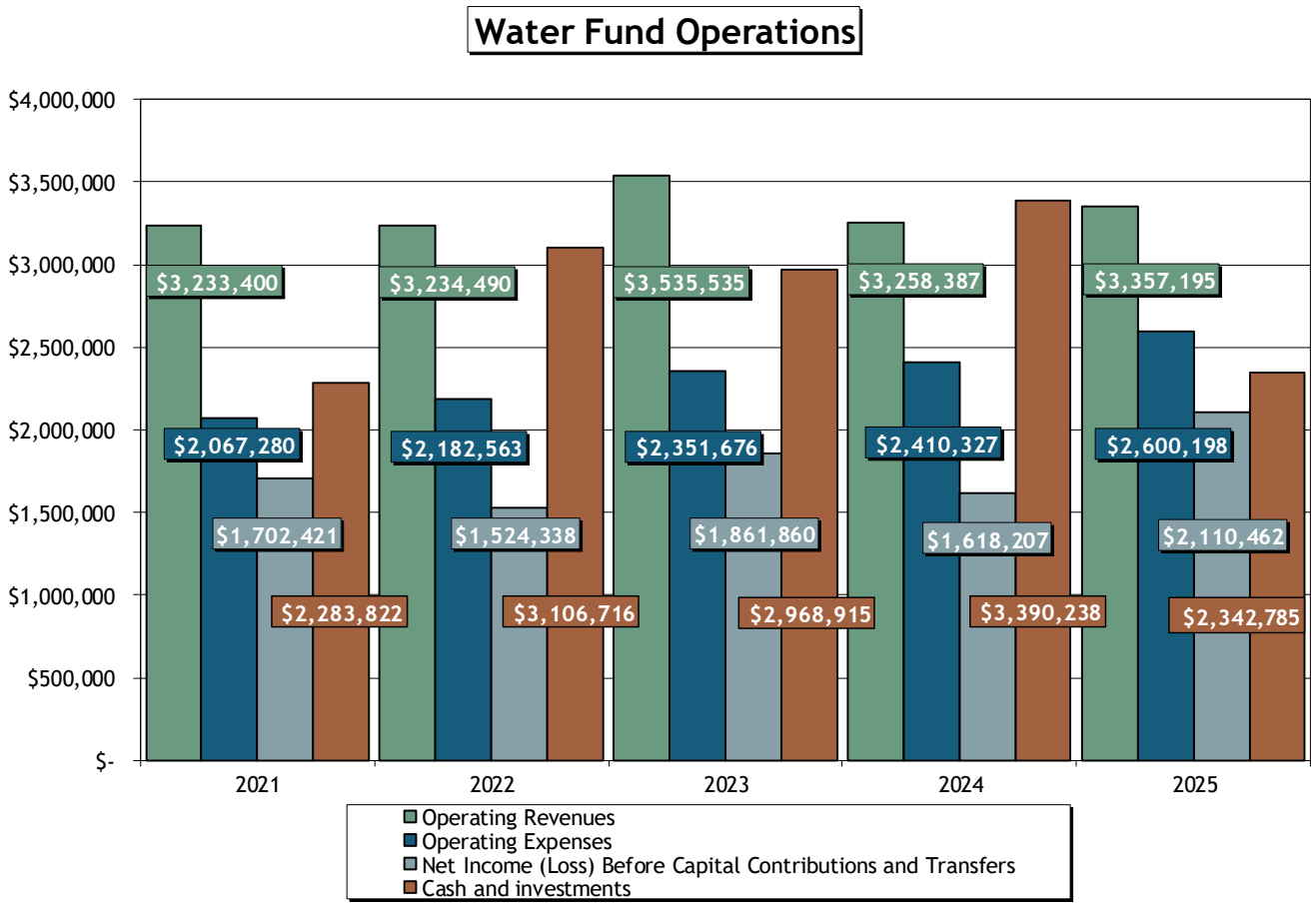
The chart below shows actual operating expenditures compared to amounts budgeted in the General Fund for 2025. Total actual operating expenditures were more than budgeted expenditures by $97,765, or 0.4%. Public safety expenditures were $193,020 under budget due to vacant positions. Parks and recreation expenditures were over budget by $247,991 due to credit card fees being more than anticipated. All other expenditure categories were consistent with the amounts budgeted.



	General Government	Community Development	Parks and Recreation	Public Safety	Public Works
Budget 2025	$3,944,800	$1,405,400	$6,134,400	$8,896,100	$1,712,100
Actual 2025	3,945,945	1,466,089	6,382,391	8,703,080	1,693,060

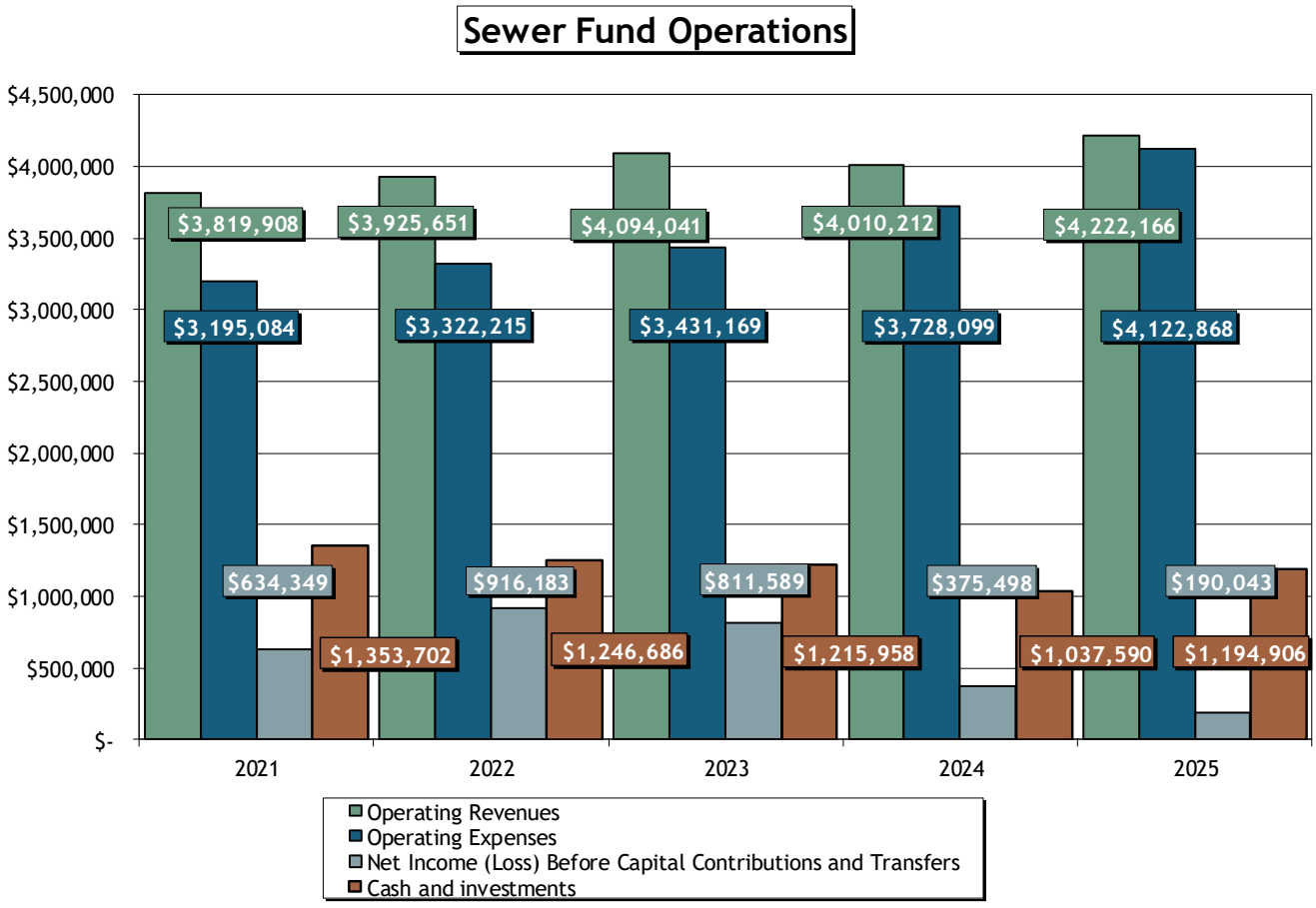
Water Fund

Five-year trend information for the Water Fund is shown below. Operating revenues have exceeded operating expenses for all five years presented. Depreciation in the amount of $466,436 was charged in 2025. The Water Fund generated an operating income before capital contributions and transfers in 2025. Operating expenses increased $189,871, or 7.9% due to increased utility costs, additional supplies and contracted services. Operating revenues increased $98,808, or 3.0%, from 2024 to 2025 due to increased rates. This fund's activity for the year resulted in ending net position of $17,710,662. Approximately $16.4 million of this fund's net position is invested in capital assets, leaving a balance of $1.3 million as unrestricted. This was a decrease of $809,633 from 2024 due to operations of the fund. The cash and investment balance in the Water Fund decreased $1,047,453 in 2025 and totaled $2,342,785 at December 31, 2025.



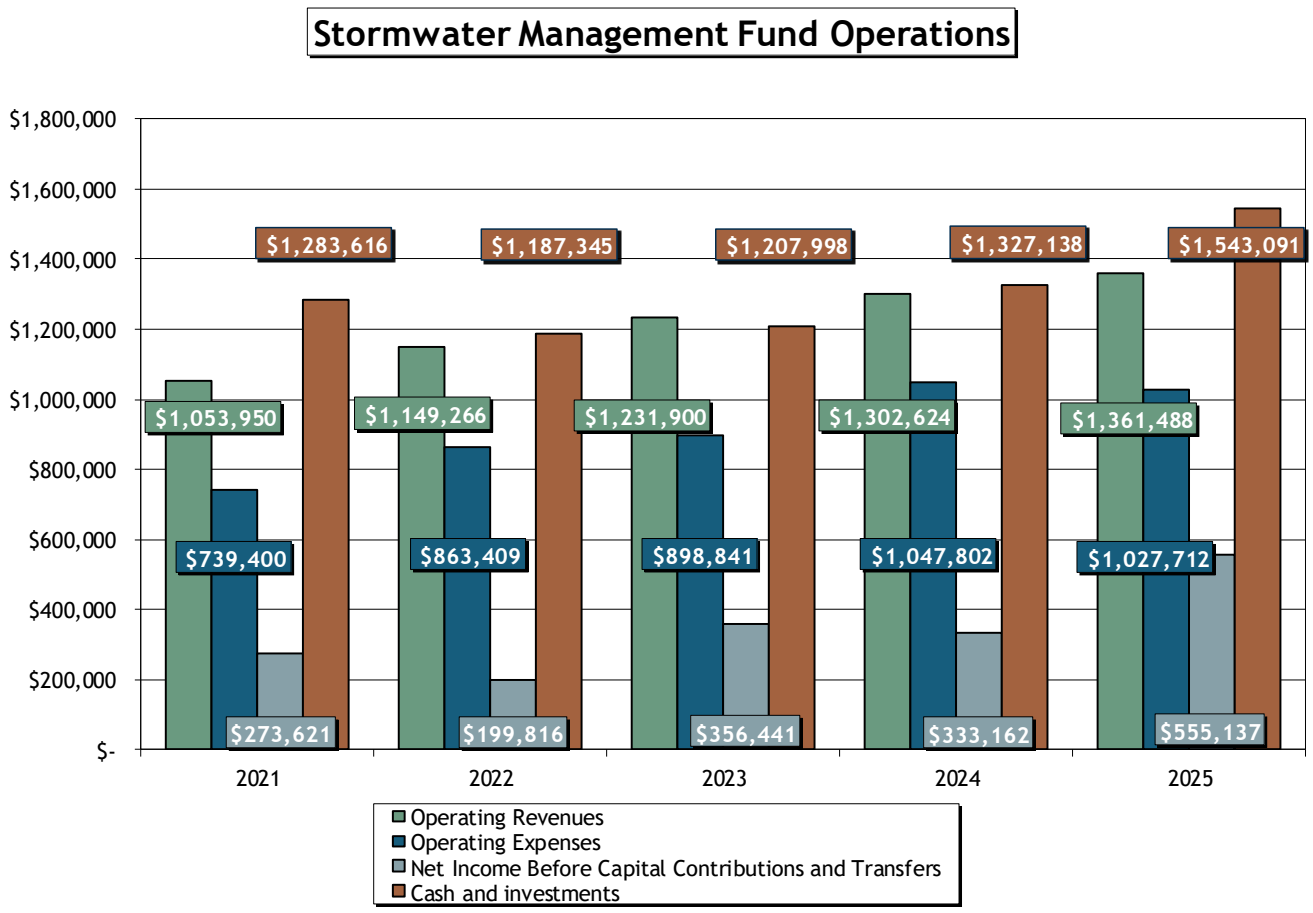
Sewer Fund

Sewer Fund operating results over the last five years are presented below. Operating revenues have exceeded operating expenses for all five years presented. Depreciation in the amount of $182,434 was charged in 2025. Operating revenues increased $211,954, or 5.3%, due to an increase in rates. Operating expenses increased $394,769, or 10.6% due to increased Met Council charges as well as the costs related to the removal of a lift station. After considering nonoperating revenues, the Sewer Fund showed a net income before capital contributions and transfers of $190,043. This fund's activity for 2025 resulted in ending net position of $6,923,489. Approximately $5.7 million of this fund's net position is invested in capital assets, leaving $1.3 million as unrestricted, which decreased $327,861 compared to 2024 due to operations of the fund. The cash and investment balance in the Sewer Fund increased $157,316 during 2025 and totaled $1,194,906 at December 31, 2025.



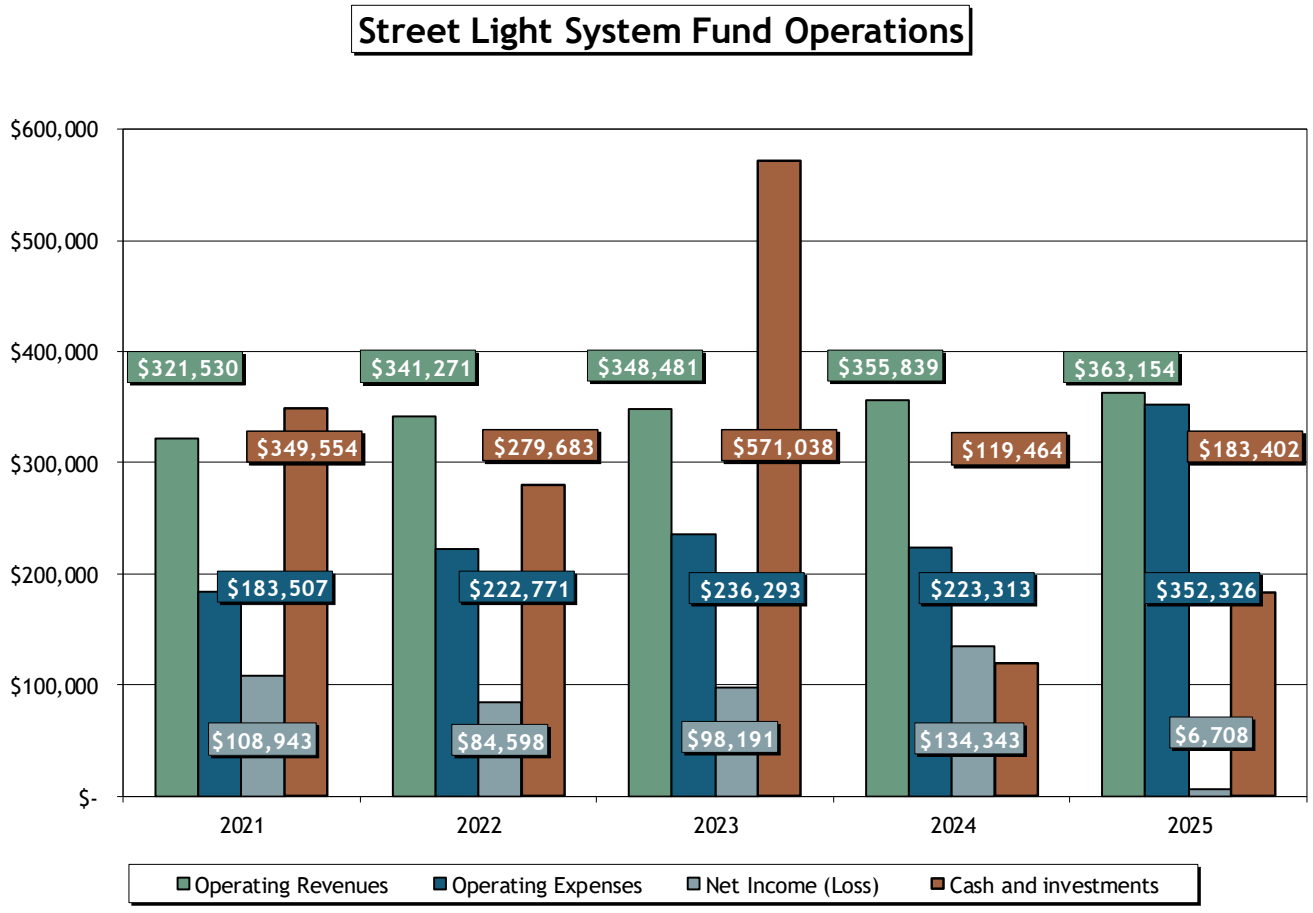
Stormwater Management Fund

Operating results of the Stormwater Management Fund are presented below. This fund has been able to generate operating profit and net income for all five years presented. From 2024 to 2025, operating revenues of the fund increased $58,864, or 4.5%, due to increased rates. Operating expenses decreased $20,090, or 1.9%, due to decreased engineering costs. This fund's activity for the year resulted in ending net position of $7,351,328. Approximately $9.8 million of this fund's net position is invested in capital assets, leaving a deficit of ($2,451,032) unrestricted, this deficit increased $716,855 compared to 2024 due to the fund taking an additional $800,000 internal loan in 2025. The cash and investment balance in the Stormwater Management Fund increased $215,953 during 2025 and totaled $1,543,091 at December 31, 2025.

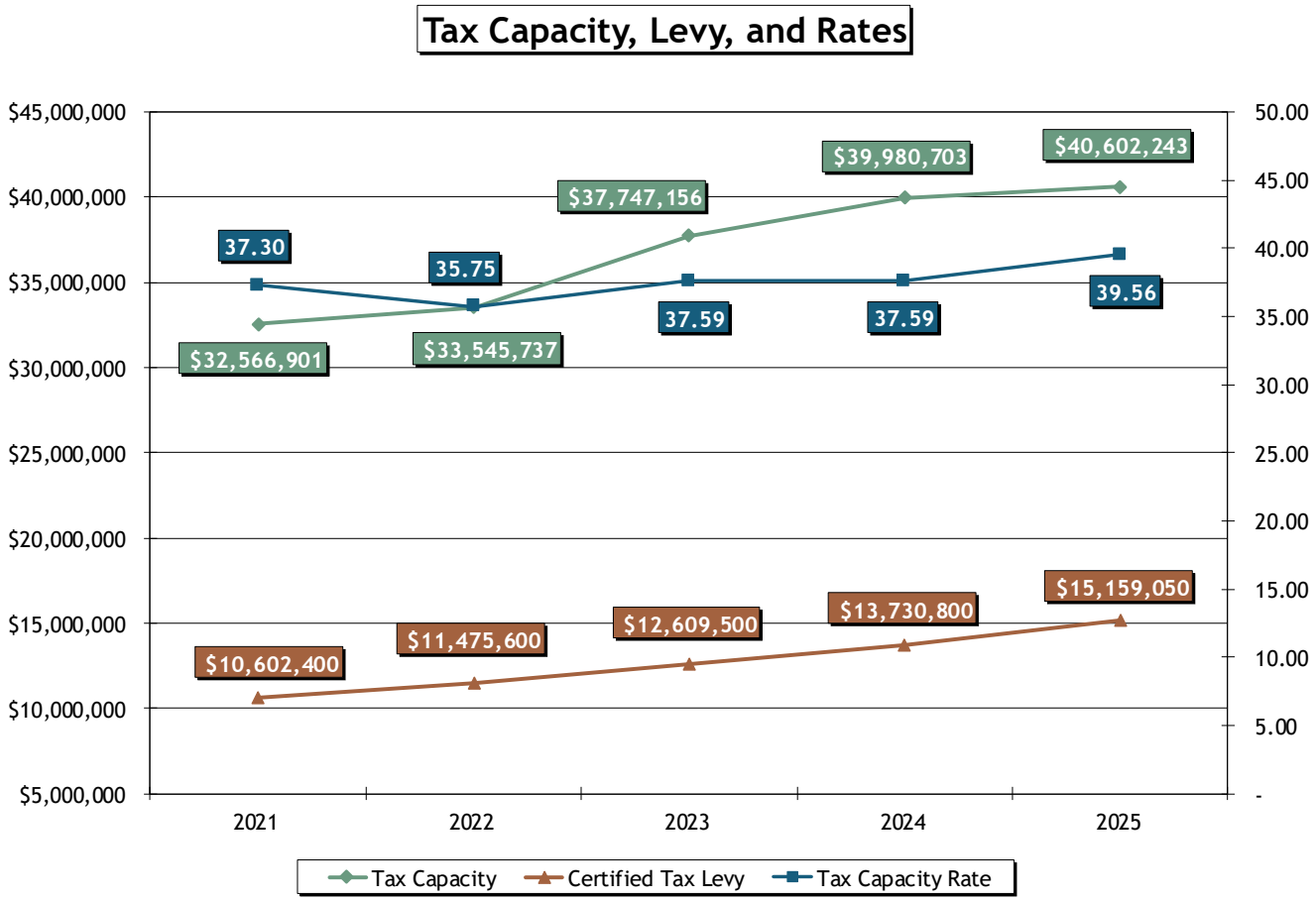


Street Light System Fund

Operating results of the Street Light System Fund are presented below. As indicated below, this fund has shown net operating income for all five years presented. Operating revenues increased $7,315 or 2.1%, from 2024 due to an increase in rates. Operating expenses increased $129,013 from 2024 due to repainting street light poles. The ending net position for 2025 for the Street Light System Fund was $803,619 of which, ($610,177) was unrestricted. The cash balance increased $63,938 during 2025 due to fund operations and totaled $183,402 at December 31, 2025.



Tax Capacity, Levy, And Rates

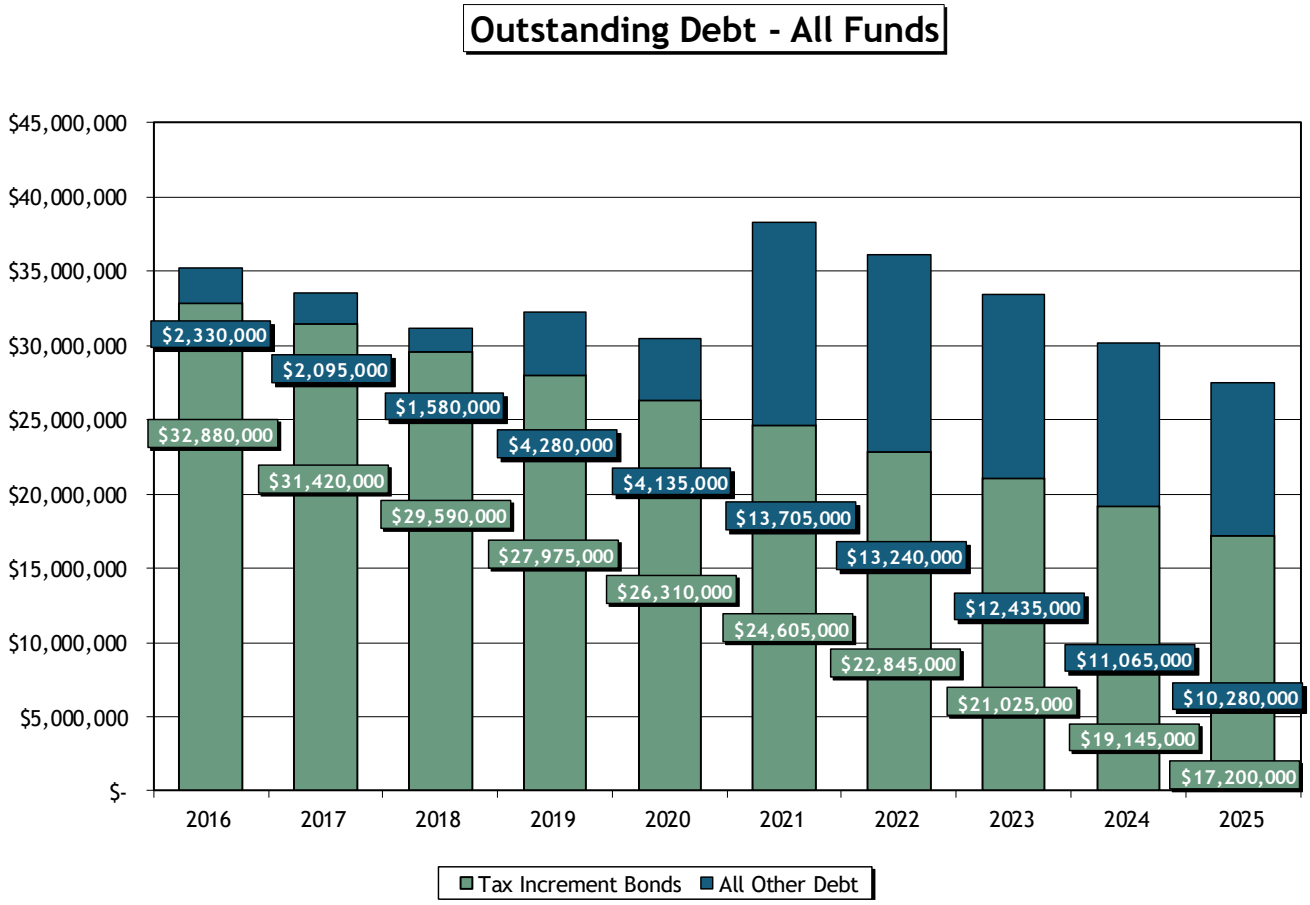


The chart above graphs the tax capacity, certified tax levy and tax capacity rate for 2021 through 2025. The tax capacity is based on total tax capacity, prior to adjustments for captured Tax Increment Financing (TIF) and fiscal disparities. The certified tax levy amount is also prior to fiscal disparity adjustments.

In five years, the City's tax capacity has increased $8,035,342 or 24.7%, from $32,566,901 in 2021 to $40,602,243 in 2025. Over this same time frame, the City's certified levy increased by $4,556,650, or 43.0%. In 2025, the City's tax capacity increased $621,540, or 1.6%, due to the current economic trends and market conditions. The levy increased by $1,428,250, or 10.4%, which resulted in an increased tax capacity rate. Due to the increased tax capacity, the City's tax capacity rate has remained consistent with an increasing levy.

Other Financial Indicators - Outstanding Debt

The chart below presents outstanding debt, net of refunding bonds for each of the last ten years. The amount of outstanding debt decreased in 2025 due to current year principal payments made.



City of New Brighton
Emerging Issues

Executive Summary
The following is an executive summary of financial related updates to assist you in staying current on emerging issues in accounting and finance. This summary will give you a preview of the new standards that have been recently issued and what is on the horizon for the near future. The most recent and significant updates includes:

- **Accounting Standard Update – GASB Statement No. 103 – *Financial Reporting Model Improvements***
  GASB has issued GASB Statement No. 103 relating to changes in financial reporting requirements. The changes provide clarity, enhance the relevance of information, provide more useful information for decision-making, and provide for greater comparability amongst government entities.
- **Accounting Standard Update – GASB Statement No. 104 – *Disclosure of Certain Capital Assets***
  GASB has issued GASB Statement No. 104 relating to capital asset disclosures. The disclosures required by this Statement provide users of the financial statements with essential information about certain types of capital assets.

The following is an extensive summary of the current updates. As your continued business partner, we are committed to keeping you informed of new and emerging issues. We are happy to discuss these issues with you further and their applicability to your City.

Accounting Standard Update – GASB Statement No. 103 – *Financial Reporting Model Improvements*

The objective of this Statement is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. This Statement also addresses certain application issues.

This Statement addresses 5 areas of the financial statements (1) Management's Discussion and Analysis (MD&A), (2) Unusual or Infrequent Items, (3) Presentation of the Proprietary Fund Statement of Revenues, Expenses, and Changes in Fund Net Position, (4) Major Component Unit Information, and (5) Budgetary Comparison Information.

This Statement continues the requirement that the MD&A precede the basic financial statements as part of the Required Supplementary Information (RSI). This Statement requires that the information presented in MD&A be limited to the related topics discussed in five sections: (1) Overview of the Financial Statements, (2) Financial Summary, (3) Detailed Analyses, (4) Significant Capital Asset and Long-Term Financing Activity, and (5) Currently Known Facts, Decisions, or Conditions. The Statement stresses that detailed analyses should explain why balances and results of operations changed, rather than stating amounts and "boilerplate" discussions.

This Statement describes unusual or infrequent items as transactions and other events that are either unusual in nature or infrequent in occurrence. Furthermore, governments are required to display the inflows and outflows related to each unusual or infrequent item separately as the last presented flow(s) of resources prior to the net change in resource flows in the government-wide, governmental fund, and proprietary fund statements of resource flows.

This Statement requires that the proprietary fund statement of revenues, expenses, and changes in fund net position continue to distinguish between operating and nonoperating revenues and expenses. The Statement provides clarification regarding operating and nonoperating revenues and expenses. Also, this Statement requires that a subtotal for operating income (loss) and noncapital subsidies be presented before reporting other nonoperating revenues and expenses.

This Statement requires governments to present each major component unit separately in the reporting entity's statement of net position and statement of activities if it does not reduce the readability of the statements. If the readability of those statements would be reduced, combining statements of major component units should be presented after the fund financial statements.

This Statement requires governments to present budgetary comparison information using a single method of communication - RSI. Governments also are required to present (1) variances between original and final budget amounts and (2) variances between final budget and actual amounts. An explanation of significant variances is required to be presented in notes to RSI.

GASB Statement No. 103 is effective for fiscal years beginning after June 15, 2025. Earlier application is encouraged.

Information provided above was obtained from www.gasb.org.

City of New Brighton
Emerging Issues

Accounting Standard Update – GASB Statement No. 104 – *Disclosure of Certain Capital Assets*
The objective of this Statement is to provide users of government financial statements with essential information about certain types of capital assets.

This Statement requires certain types of capital assets continue to be disclosed separately in the capital assets note disclosures including presentation of capital assets by major class and separate disclosure of lease assets, subscription assets, and intangible right-to-use assets.

This Statement requires additional disclosures for capital assets held for sale. A capital asset is held for sale if (a) the government has decided to pursue the sale of the capital asset and (b) it is probable that the sale will be finalized within one year of the financial statement date.

Governments should disclose (1) the ending balance of capital assets held for sale, with separate disclosure for historical cost and accumulated depreciation by major class of asset, and (2) the carrying amount of debt for which the capital assets held for sale are pledged as collateral for each major class of asset.

GASB Statement No. 104 is effective for fiscal years beginning after June 15, 2025. Earlier application is encouraged.

Information provided above was obtained from www.gasb.org.

City of New Brighton
Ramsey County, Minnesota

Reports on Compliance with *Government Auditing Standards* and Legal Compliance

December 31, 2025

City of New Brighton
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Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Independent Auditor's Report

Honorable Mayor and Members
of the City Council
City of New Brighton
New Brighton, Minnesota

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States *(Government Auditing Standards),* the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of New Brighton, Minnesota, as of and for the year ended December 31, 2025, and the related notes to financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated May 1, 2026.

Report on Internal Control over Financial Reporting
In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control, considered to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters
As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report
The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Minneapolis, Minnesota
May 1, 2026

Minnesota Legal Compliance

Independent Auditor's Report

Honorable Mayor and Members
of the City Council
City of New Brighton
New Brighton, Minnesota

We have audited, in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of New Brighton, Minnesota as of and for the year ended December 31, 2025, and the related notes to financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated May 1, 2026.

In connection with our audit, nothing came to our attention that caused us to believe that the City failed to comply with the provisions of the bid laws, depositories of public funds and public investments, conflicts of interest, public indebtedness, claims and disbursements, miscellaneous provisions, and tax increment financing sections of the *Minnesota Legal Compliance Audit Guide for Cities*, promulgated by the State Auditor pursuant to *Minnesota Statutes* § 6.65, insofar as they relate to accounting matters. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the City's noncompliance with the above referenced provisions, insofar as they relate to accounting matters.

The purpose of this report is solely to describe the scope of our testing of compliance and the results of that testing, and not to provide an opinion on compliance. Accordingly, this communication is not suitable for any other purpose.

BerganKDV, Ltd.

Minneapolis, Minnesota
May 1, 2026

NEW BRIGHTON
building tomorrow today

CITY OF NEW BRIGHTON, MINNESOTA

Annual Comprehensive Financial Report

Prepared by the Finance Department

For the Year Ended December 31, 2025

CITY OF NEW BRIGHTON, MINNESOTA
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I. INTRODUCTORY SECTION

May 12, 2026

To the Honorable Mayor, Members of the City Council, and Citizens of the City of New Brighton, Minnesota:

The annual comprehensive financial report (ACFR) of the City of New Brighton, Minnesota (the City), for the year ended December 31, 2025 is hereby submitted. The report was prepared in accordance with accounting principles generally accepted in the United States of America as established by the Governmental Accounting Standards Board and meets the requirements of the State Auditor's Office.

The report consists of management's representations concerning the finances of the City. Consequently, management assumes full responsibility for the completeness and reliability of all information presented within this report. To provide a reasonable basis for making these representations, management of the City has established internal controls designed to protect the City's assets from loss, theft, or misuse and to provide sufficient information for the preparation of these financial statements in conformity with accounting principles generally accepted in the United States of America. Because the cost of internal controls should not outweigh the benefits, the City's internal controls have been designed to provide reasonable, rather than absolute, assurance that the financial statements will be free from material misstatements. As management, we assert that to the best of our knowledge and belief this ACFR is complete and reliable in all material respects.

The City's financial statements have been audited by BerganKDV, Certified Public Accountants. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City for the year ended December 31, 2025, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates used by management; and evaluating the overall financial statement presentation. Based upon the audit, the independent auditor concluded that there was a reasonable basis for rendering an unmodified opinion that the City's financial statements, for the year ended December 31, 2025, are fairly presented in conformity with accounting principles generally accepted in the United States of America. The independent auditor's report is presented in the financial section of this report. Management's Discussion and Analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the basic financial statements. The City's MD&A complements this letter of transmittal and should be read in conjunction with it.

Profile of the City

The City of New Brighton, incorporated in 1887, is located in northwestern Ramsey County, and is a first ring northern suburb of the Minneapolis-St. Paul metropolitan area. The City encompasses an area of 4,464 acres or eight square miles and serves a population of 24,440 (per the Metropolitan Council population estimates published July 2025). New Brighton's future population is projected by Metropolitan Council to increase slightly to 25,100 through 2050.

The City's eastern boundary is generally defined by Interstate 35W, with Interstate 694 traversing the City approximately midway between its northern and southern boundaries. The City is located 10 minutes north of downtown Minneapolis and 15 minutes northwest of downtown St. Paul. City residents and businesses have easy access to all parts of the Minneapolis-St. Paul metropolitan area.

In 1964, the Council-Manager form of government was adopted. Policy-making and legislative authority are vested in the City Council consisting of the mayor and four council members. The City Council is responsible, among other things, for passing ordinances, adopting the budget, appointing committees, and hiring the City Manager. The City Manager is responsible for carrying out the policies and ordinances of the City Council, for overseeing the day-to-day operations of the City, and for appointing the heads of the various departments. The council is elected on a non-partisan basis. Council members serve four-year staggered terms, with two council members elected every two years. The mayor is also elected to serve a two-year term.

The City of New Brighton provides a full range of municipal services consisting of public safety (police, fire, building inspections), public works, general government administration, license bureau, passports, and parks and recreation activities including the New Brighton Community Center and Brightwood Hills Golf Course. The City also operates a number of enterprise activities including water, sanitary sewer, storm water, and streetlights. Sanitary sewage treatment and disposal is operated on a regional basis by the Metropolitan Council Environmental Services (MCES). City residents handle refuse collection and disposal on a private basis through contractual arrangements with private haulers. Further information regarding city services can be obtained from the City's website at www.newbrightonmn.gov.

The New Brighton Firefighters' Relief Association is a separate legal entity, and accordingly is excluded from this report. Additional information on this legally separate entity can be found in Note 4B in the notes to the financial statements.

The annual budget serves as the foundation for the City of New Brighton's financial planning and control. All departments of the City submit requests for appropriations between April and July of each year and collaboratively present an initial requested budget to the City Manager. The City Manager uses the department requested budget as the starting point for developing their recommended budget. The City Manager then presents the recommended budget to the City Council for review. The City will adopt a proposed preliminary tax levy prior to September 30. According to Minnesota State Statutes, this proposed preliminary tax levy can be subsequently decreased but not increased (the State does allow a few exceptions) when it is adopted as a final tax levy in December. The City Council is required to hold a public hearing on the proposed budget and to adopt a final budget by December 31, the close of the City's fiscal year.

The appropriated budget is prepared for the General Fund by function (e.g., public safety), and department (e.g., police). A budget-to-actual comparison is provided on Statement 12. The legal level of

budgetary control is at the fund level, and department heads may make transfers of appropriations within the fund with the approval of the City Manager.

Factors Affecting Financial Condition

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the City of New Brighton operates.

Local economy. The convenient and close proximity to Minneapolis and St. Paul makes New Brighton an ideal community for businesses. Some of the biggest industries in New Brighton include manufacturing, health care, wholesale trade, transportation, warehousing and education. Several big corporations have their headquarters located in the city, such as the multi-billion-dollar construction engineering company APi Group, the software company Data Sciences International and the personal risk management & insurance company PCG Agencies.

Through 2024, economic conditions continued to improve for the City, its residents and businesses, as shown in the tables below. The 2024 median household income increased by $1,249 (1%) over 2023 and $13,422 (18%) from 2020. New Brighton's 2024 median household income of $88,521 is higher than Ramsey County's median household income of $81,568 but lower than the State's median household income of $89,062. 2025 data will not be available until late 2026.

Median income	Dec 2024	Dec 2023	Dec 2022	Dec 2021	Dec 2020
Households	$ 88,521	$ 87,272	$ 84,707	$ 77,031	$ 75,099
Families	117,855	118,750	114,929	105,083	102,545
Maried-couple families	133,849	133,125	133,449	118,370	114,580
Nonfamily households	51,324	51,048	47,510	46,154	43,551

(Source: US Census Bureau ACS 5-Year Survey Table S1901)

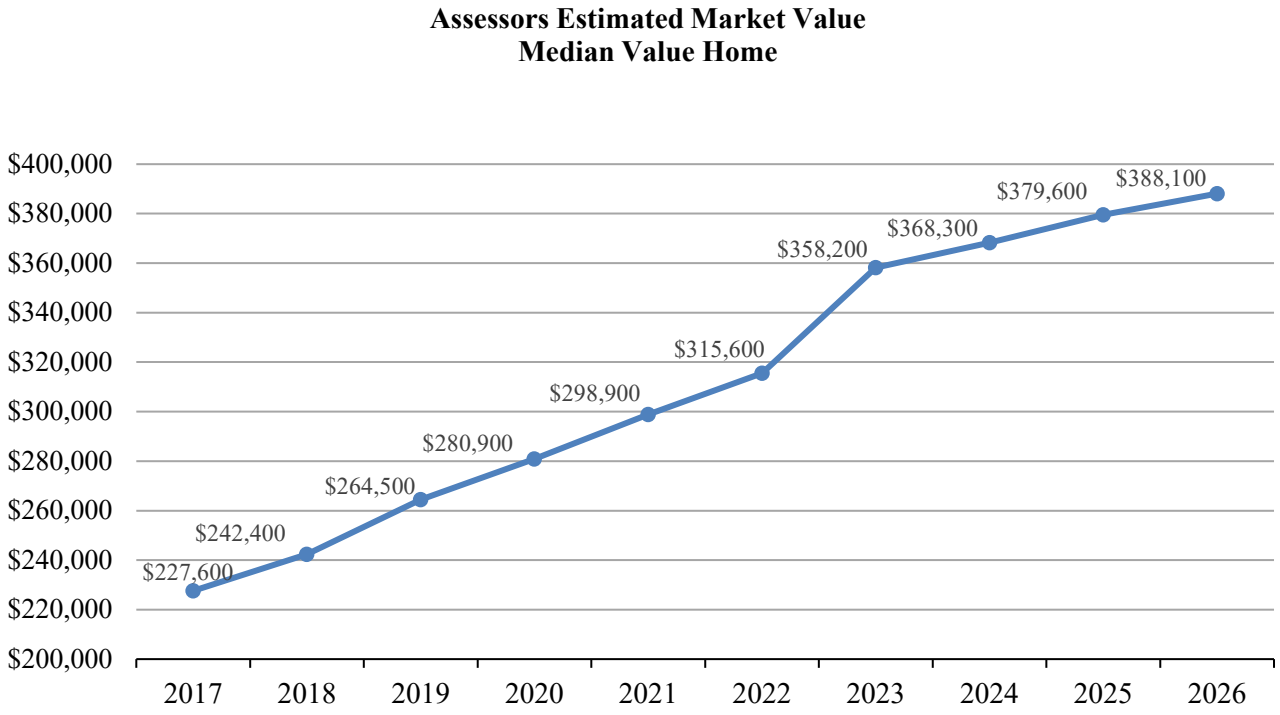
The City's unemployment rate of 3.9% for December 2025 was consistent with that of Ramsey County and lower than both the State of Minnesota's rate of 4.3%, and the national unemployment rate of 4.1%. The increase from 2024 could be attributed to a sharp slowdown in hiring nationwide, significant federal government job cuts and continued economic uncertainty.

Unemployment Rate:	Dec 2025	Dec 2024	Dec 2023	Dec 2022	Dec 2021
City of New Brighton	3.9%	2.8%	2.4%	2.3%	2.3%
Ramsey County	3.9%	2.7%	2.3%	2.3%	2.5%
State	4.3%	3.0%	2.6%	2.8%	2.7%
National	4.1%	3.8%	3.5%	3.3%	3.7%

(Source: MN Dept. of Economic Development)

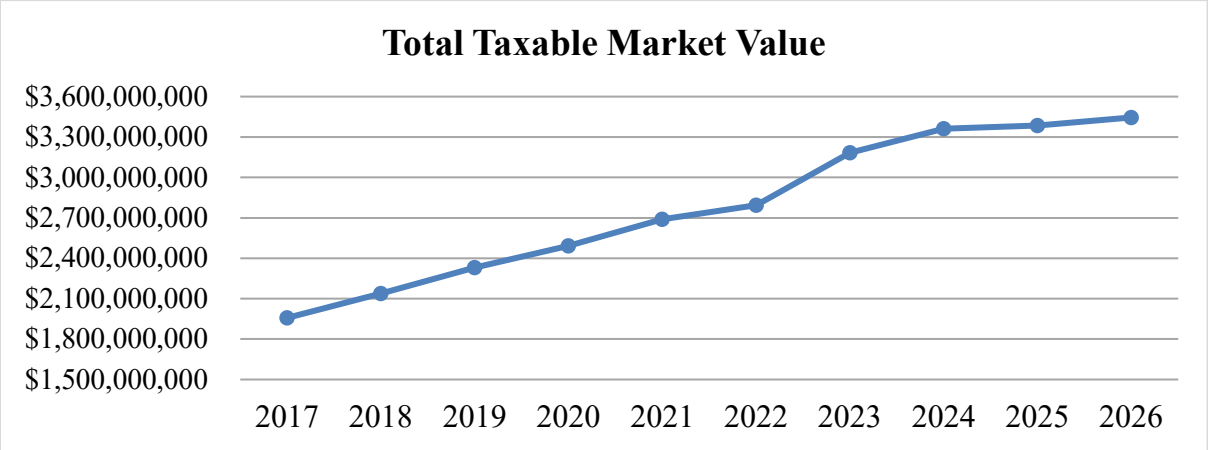
Housing Values. Home values in the City are continuing to increase, but at a slower pace compared to the last 10 years. The price increases caused by the continued housing shortage are being offset by the effects of the increased cost of borrowing. The Assessor's estimated residential market values increased on the median valued single-family home approximately 2.2 percent for payable 2026, compared to a 3.1 percent increase for payable 2025.

Increase(Decline) in Median Value Home:	
Taxes Payable	
2017	4.1%
2018	6.5%
2019	9.1%
2020	6.2%
2021	6.4%
2022	5.6%
2023	13.5%
2024	2.8%
2025	3.1%
2026	2.2%



Market Value Growth. Even though New Brighton is a fully developed city, long term growth is anticipated as New Brighton continues to pursue redevelopment opportunities. The City has a phenomenal track record of identifying underutilized or challenged properties, finding willing development partners, and applying necessary incentives to get redevelopment completed in targeted areas. The results have been overwhelmingly positive and include the clean-up of environmental contamination from former industries, expansion of job opportunities, broadening of the tax base, and the creation of more housing choices.

For payable 2025, a total of $26 million of taxable market value was added to the City's tax base. Current data indicates that an additional $59 million has been added in payable 2026. Total taxable market value is increasing 1.8% to $3.4 billion for payable 2026 due to stable market conditions.



Major Initiatives. The City's Comprehensive Park and Trail System Plan was adopted by the City Council in September 2020 and has been added to the City's 2040 Comprehensive Plan as an amendment. In 2021, $9.9 Million of General Obligation Tax Abatement Bonds were issued to finance Phase 1 of the Plan. Phase 1 includes work on Hansen Park, Lions Park, Sunny Square Park, Totem Pole Park and Silver Oaks Park and will be completed in 2026.

The New Brighton Exchange, comprised of TIF Districts #31 and 32, has become a showcase example of how strategic reinvestment can drive economic growth and community development. Block B is the only remaining parcel on the market due to long-standing environmental challenges. The City continues to market the property to developers in hopes of completing the development prior to decertification of the districts.

The Brightwood Hills Golf Course will soon be redeveloped through a public-private partnership by combining market-rate family housing and a new clubhouse on the same site. The project is intended to allow the golf course to continue operating while modernizing facilities, introducing new development to a portion of the property and meeting housing needs of the community.

The City recently conducted a community survey to gather input on the future of City Hall and the New Brighton Community Center, following facility assessments that identified both buildings as aging and increasingly constrained in meeting community needs. The City is exploring the concept of a shared "Civic Campus" that would combine City Hall and Community Center services. Block B in the New

Brighton Exchange has been identified as a potential location, should a lack of private development interest continue.

The City is also developing a Downtown Vision Plan that will guide development in the City's core for years or decades to come. The extent of the impact will be dependent on the amount of redevelopment or opportunities that arise in the coming years.

Long-term financial planning. The 2025-2034 Capital Improvement Plan (CIP) for the City of New Brighton coordinates the financing and timing of major equipment purchases and construction projects. Some major goals for the City during this 10-year period include $10 million in building improvements, $5.6 million to replace police and fire vehicles, $5 million to replace dump trucks, snow plows, tractors and other road equipment, $18 million for park improvements, and $57 million in street reconstruction and street utility infrastructure projects.

The City also undertakes an annual rate study of its Water, Sanitary Sewer, Storm Water and Street Light rates. As part of this process, the City projects cash flows and capital improvements to each of the systems for the next 20 years, and the projected user and connection rates needed for each fund for that same time period.

The City maintains three internal service funds for the replacement of various capital assets. Each of these funds has projected fund balances for the next 25 years. The Capital Replacement Fund maintains reserves for the replacement of the City's fleet including all vehicles and heavy equipment, along with non-fleet capital items including miscellaneous equipment and furnishings. The Pavement Management Fund was established to replace parking lots, trails, tennis courts and hard courts. The Information Technology Fund has been established to account for the operations of the city-wide computer network system and the replacement of capital items such as computers, telephone systems, copiers, printers, and various technology related items.

Relevant Financial Policies. The City of New Brighton has a Fund Balance Policy requiring the fund balance of the General Fund to have a designated amount for cash flows for the subsequent year's operating budget. The targeted designated amount is equal to 50% of the subsequent year's General Fund property tax levy, less any internal financing payments included, and 50% of revenues from the State and County anticipated in the ensuing year's operating budget, plus a contingency reserve equal to 10% of the subsequent year's operating budget, less any internal financing payments included in the General Fund budget.

The City's Investment Policy states that the foremost investment objective is to preserve capital. Secondary considerations are liquidity and lastly yield. Accordingly, deposits are either insured by federal depository insurance or collateralized. All temporary cash surpluses during the year are invested in various securities permitted by Minnesota Statutes. The City's policy is to invest all available monies at competitive interest rates in accordance with the City's overall fiscal plan coordinated with operating needs and programs projected over the ensuing 12 months. The yield to maturity as of December 31, 2025 on City investments was 3.4%.

The City's accounting system was developed and is continually evaluated to ensure the adequacy of internal controls. Internal accounting controls are designed to provide reasonable but not absolute assurance in the areas of: (1) safeguarding assets against loss from unauthorized use or disposition; and (2) reliability of financial records and convenience of access for preparing financial statements and maintaining accountability for assets. The concept of reasonable assurance adopted by the City of New

Brighton recognizes that: (1) the evaluation of cost and benefits requires estimates and judgments by management; and (2) the cost of a control should not exceed the benefits likely to be derived. All internal controls are evaluated against the above criteria. It is management's belief that the City's internal accounting controls adequately safeguard the City's assets and also provide reasonable assurance of properly recording financial transactions.

Awards and Acknowledgements

Certificate of Achievement for Excellence in Financial Reporting. The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of New Brighton for its annual comprehensive financial report (ACFR) for the fiscal year ended December 31, 2024. This was the thirty-fourth consecutive year that the City has received this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized annual comprehensive financial report. This report satisfied both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe our current annual comprehensive financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

The preparation of this report would not have been possible without the efficient and dedicated services of the entire staff of the Finance Department. The City would like to express our appreciation to all members of the department for their assistance and contributions to the preparation of this report. Credit also must be given to the Mayor and the City Council for their support for maintaining the highest standard of professionalism in the management of the City of New Brighton's finances.

Respectfully Submitted,

CITY OF NEW BRIGHTON, MINNESOTA

Gina Foschi
Director of Finance

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of New Brighton
Minnesota

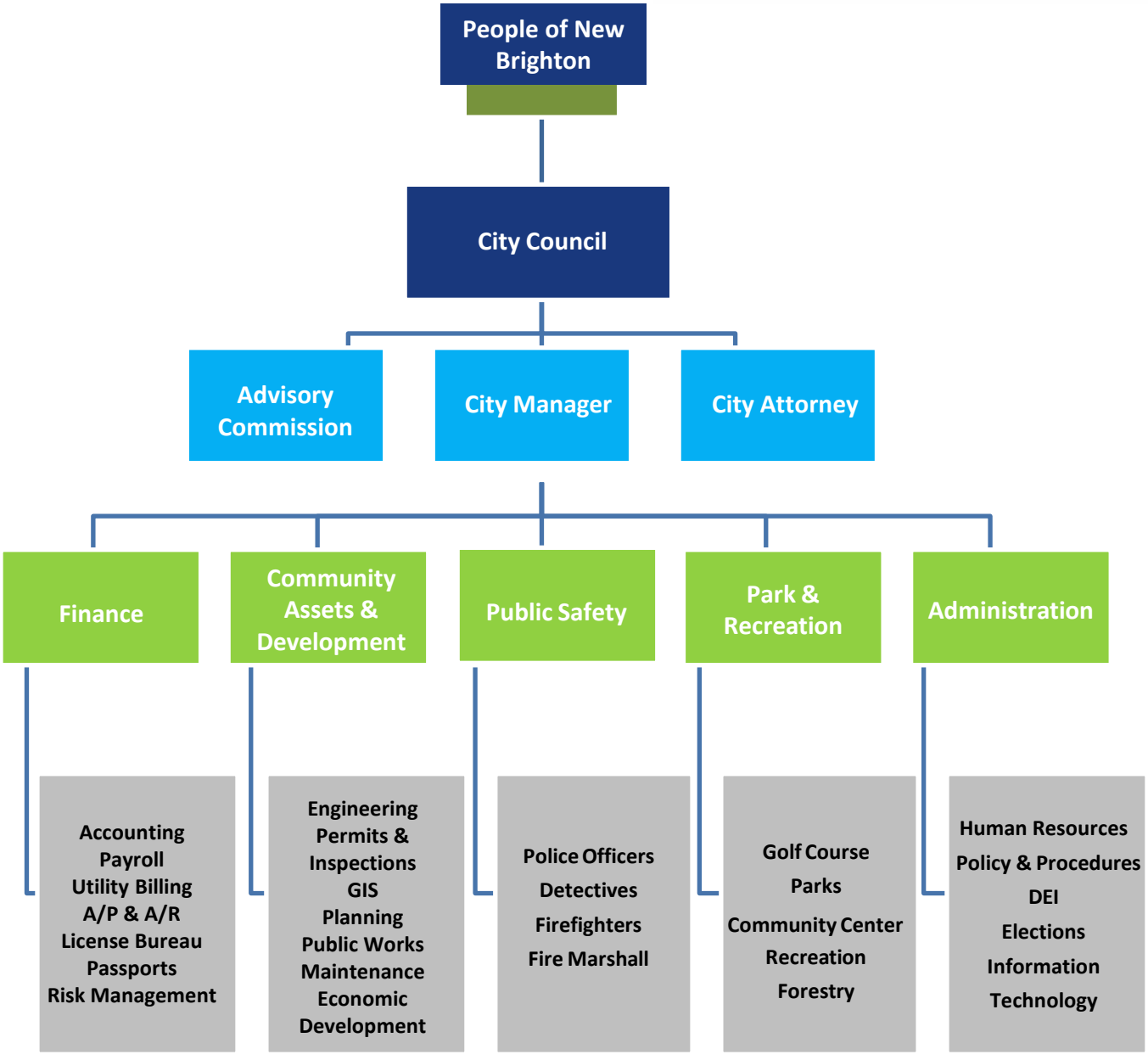
For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

December 31, 2024

Christopher P. Morrill

Executive Director/CEO

2025 Organizational Structure



CITY OF NEW BRIGHTON, MINNESOTA
PRINCIPAL CITY OFFICIALS
December 31, 2025

CITY COUNCIL

KARI NIEDFELDT-THOMAS, MAYOR
Term Expires January 3, 2027

JASON STEFFENHAGEN, COUNCIL MEMBER
Term Expires January 1, 2029

EMILY DUNSWORTH, COUNCIL MEMBER
Term Expires January 3, 2027

JEANNE FRISCHMANN, COUNCIL MEMBER
Term Expires January 1, 2029

GRAEME ALLEN, COUNCIL MEMBER
Term Expires January 3, 2027

CITY MANAGERIAL STAFF

Position		Date Appointed
City Manager	Devin Massopust	March 24, 2020
Assistant City Manager	Jennifer Lehmann	October 17, 2022
Public Safety Director	Tony Paetznick	July 14, 2016
Finance Director	Gina Foschi	September 7, 2021
Parks and Recreation Director	Jennifer Fink	September 18, 2017
Director of Community Assets & Development	Craig Schlichting	December 1, 2014

II. FINANCIAL SECTION

Independent Auditor's Report

Honorable Mayor and Members
of the City Council
City of New Brighton
New Brighton, Minnesota

Report on the Financial Statements

Opinions
We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of New Brighton, Minnesota, as of and for the year ended December 31, 2025, and the related notes to basic financial statements, which collectively comprise the City's basic financial statements as listed in the Table of Contents.

In our opinion, the accompanying financial statements referred to in the first paragraph present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of New Brighton, Minnesota, as of December 31, 2025, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions
We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of New Brighton and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements
The City of New Brighton's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of New Brighton's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of New Brighton's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of New Brighton's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information
Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, which follows this report letter, and Required Supplementary Information as listed in the Table of Contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB), who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the Required Supplementary Information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of New Brighton's basic financial statements. The combining and individual nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements.

Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information
Management is responsible for the other information included in the Annual Comprehensive Financial Report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*
In accordance with *Government Auditing Standards*, we have also issued our report dated May 1, 2026, on our consideration of the City of New Brighton's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of New Brighton's internal control over financial reporting and compliance.

BerganKDV, Ltd.

Minneapolis, Minnesota
May 1, 2026

As management of the City of New Brighton, we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended December 31, 2025. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found in the Introductory Section of this report.

Financial Highlights

- The assets and deferred outflows of resources of the City of New Brighton exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by $152,692,348 (*net position*).
- The City's total net position increased by $11,545,970 in 2025. The City's governmental activities provided $8,852,794 of this increase, and the City's business-type activities generated the remaining $2,693,176 of this increase.
- As of the close of the current fiscal year, the City of New Brighton's governmental funds reported combined ending fund balances of $43,153,954, a decrease of $1,137,783 in comparison with the prior year. Approximately 87% of this total amount, $37,452,575, is *available for spending* at the government's discretion.
- At the end of the current fiscal year, unassigned fund balance for the General Fund was $10,879,384, or 49% of total General Fund expenditures.
- The City of New Brighton's total bonded debt decreased by $2,730,000 (9%) during the current fiscal year due to regular principal payments made on outstanding bonds.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City of New Brighton's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the City of New Brighton's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the City of New Brighton's assets and deferred outflows of resources, liabilities and deferred inflows of resources, with the difference between the two reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City of New Brighton is improving or deteriorating.

The *statement of activities* presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues

and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City of New Brighton that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City of New Brighton include general government, community development, parks and recreation, public safety, and public works. The business-type activities of the City of New Brighton include the operation of water, sewer, stormwater utilities, and a street light system.

The government-wide financial statements can be found on Statements 1 and 2 of this report.

Fund financial statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of New Brighton, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City of New Brighton can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds. *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City of New Brighton maintains eight individual major governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, one special revenue fund, four capital project funds, and two debt service funds, all of which are considered major funds. Data from the other three governmental funds are combined into a single, aggregate presentation. Individual data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report.

The City of New Brighton adopts an annual appropriated budget for its general fund. Budgetary comparisons have been provided to demonstrate compliance with the budgets.

The basic governmental fund financial statements can be found on Statements 3 and 5 of this report.

Proprietary funds. The City of New Brighton maintains two different types of proprietary funds. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City of New Brighton uses enterprise funds to account for its water, sewer, stormwater, and street light system. *Internal service funds* are an accounting device used to accumulate and allocate costs internally among the City of New Brighton's various functions. The City of New Brighton uses internal service funds to account for its risk management programs, compensated absences, replacement program for its fleet of vehicles and its non-fleet capital items such as equipment and furnishings, pavement management program for parking lots, trails, and hard courts, and for its information technology systems. Because these services predominantly benefit governmental rather than business-type functions, they have been included within *governmental activities* in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the water, sewer, stormwater, and street light system, which are considered major funds of the City of New Brighton. Conversely, the internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for the internal service funds is provided in the form of *combining statements* elsewhere in this report.

The basic proprietary fund financial statements can be found on Statements 7 through 9 of this report.

Fiduciary funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are *not* reflected in the government-wide financial statements because the resources of those funds are *not* available to support the City of New Brighton's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

The basic fiduciary fund financial statements can be found on Statements 10 and 11 of this report.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found following Statement 11 of this report.

Other Information. The combining statements referred to earlier in connection with non-major governmental funds as well as the internal service funds are presented immediately following the required supplementary information. Combining and individual fund statements and schedules can be found on Statements 20 through 24 of this report.

Government-wide Financial Analysis

The analysis of the City's financial position begins with a review of the *Statement of Net Position* and the *Statement of Activities*. These two statements report the City's net position and changes therein. It should be noted that the financial position could also be affected by non-financial factors, including

economic conditions, population growth and new regulations. Net position may serve over time as a useful indicator of a government's financial position. In the case of the City of New Brighton, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $152,692,348 at the close of the most recent fiscal year. This represents an increase of $11,545,970 from the previous year.

By far the largest portion of the City of New Brighton's net position (74%) reflects its investment in capital assets (e.g., land, buildings. machinery, and equipment) less any related debt used to acquire those assets that are still outstanding. The City of New Brighton uses its capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. Although the City of New Brighton's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the City of New Brighton's net position, $7,611,826, represents resources that are subject to external restrictions on how they may be used. The remaining balance of $31,754,449 is *unrestricted.*

The City adopted accounting guidance, Governmental Account Standards Board (GASB) Statement No. 68, *Accounting and Financial Reporting for Pensions – an Amendment of GASB Statement No. 27* in 2016. Essentially, the standard required the unfunded portion of defined benefit pension plans to be reported by all participating employers. Recording the net pension liability and the pension related deferred outflows and inflows of resources do not change the City's future funding requirements or obligations under the plans, which are determined by Minnesota statutes. Both deferred outflows and deferred inflows decreased in 2025 because of changes in actuarial assumptions relating to the pension plans.

	Governmental Activities		Business-type Activities		Totals	
	2025	2024	2025	2024	2025	2024
Current and other assets	$ 138,857,759	$ 137,221,087	$ 3,449,032	$ 4,231,627	$ 142,306,791	$ 141,452,714
Capital assets	93,930,471	87,935,316	33,332,410	29,338,170	127,262,881	117,273,486
Total assets	$ 232,788,230	$ 225,156,403	$ 36,781,442	$ 33,569,797	$ 269,569,672	$ 258,726,200
Deferred outflows of resources	5,738,052	6,838,137	228,004	235,241	5,966,056	7,073,378
Long-term liabilities outstanding	$ 34,653,744	$ 37,815,218	$ 821,133	$ 836,077	$ 35,474,877	$ 38,651,295
Other liabilities	71,563,445	69,940,218	910,963	292,617	72,474,408	70,232,835
Total liabilities	$ 106,217,189	$ 107,755,436	$ 1,732,096	$ 1,128,694	$ 107,949,285	$ 108,884,130
Deferred inflows of resources	$ 14,503,888	$ 15,286,693	$ 390,207	$ 482,377	14,894,095	15,769,070
Net position:						
Net investment in capital assets	$ 80,595,841	$ 75,312,230	$ 32,730,232	$ 29,305,100	$ 113,326,073	$ 104,617,330
Restricted	7,611,826	8,167,298	-	-	7,611,826	8,167,298
Unrestricted	29,597,538	25,472,883	2,156,911	2,888,867	31,754,449	28,361,750
Total net position	$ 117,805,205	$ 108,952,411	$ 34,887,143	$ 32,193,967	$ 152,692,348	$ 141,146,378

Analysis of the City's Operations

City of New Brighton's Activities

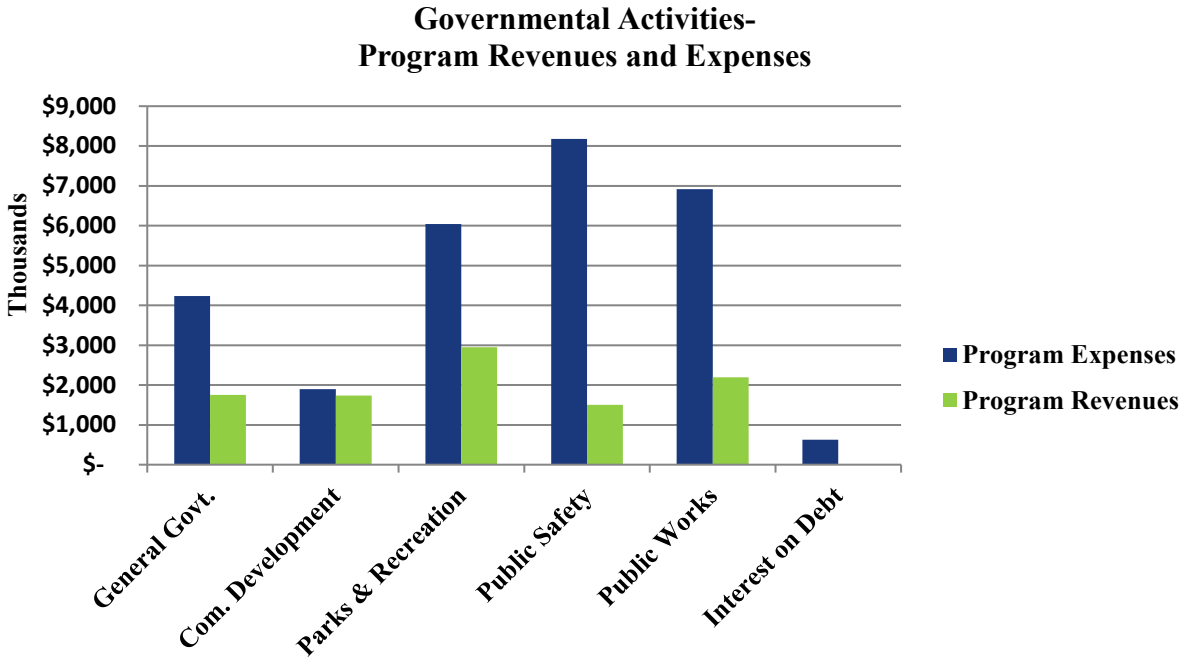
	Governmental Activities		Business-type Activities		Totals	
	2025	2024	2025	2024	2025	2024
Revenues:						
Program revenues:						
Charges for service	$ 6,810,171	$ 8,051,984	$ 10,463,854	$ 9,627,870	$ 17,274,025	$ 17,679,854
Operating grants and contributions	2,167,934	1,661,789	294,233	112,795	2,462,167	1,774,584
Capital grants and contributions	1,155,429	1,576,809	-	-	1,155,429	1,576,809
General revenues:						
Property taxes	14,899,359	13,722,456	5,852	5,850	14,905,211	13,728,306
Other taxes	4,157,283	5,389,988	-	-	4,157,283	5,389,988
Grants and contributions not restricted to specific programs	823,416	1,091,226	-	-	823,416	1,091,226
Investment earnings	6,523,758	3,117,762	347,180	273,076	6,870,938	3,390,838
Total Revenues	36,537,350	34,612,014	11,111,119	10,019,591	47,648,469	44,631,605
Expenses:						
General government	4,229,797	3,919,890	-	-	4,229,797	3,919,890
Community development	1,899,067	1,969,366	-	-	1,899,067	1,969,366
Parks and recreation	6,038,508	5,683,950	-	-	6,038,508	5,683,950
Public safety	8,725,480	8,301,969	-	-	8,725,480	8,301,969
Public works	6,920,386	8,088,771	-	-	6,920,386	8,088,771
Interest on debt	628,641	721,926	-	-	628,641	721,926
Water	-	-	2,486,312	2,349,898	2,486,312	2,349,898
Sewer	-	-	3,851,602	3,562,091	3,851,602	3,562,091
Stormwater	-	-	949,783	999,786	949,783	999,786
Street lights	-	-	375,083	244,743	375,083	244,743
Total expenses	28,441,879	28,685,872	7,662,780	7,156,518	36,104,659	35,842,390
Increase (decrease) in net position before transfers & gain on sale of capital assets	8,095,471	5,926,142	3,448,339	2,863,073	11,543,810	8,789,215
Gain on sale of capital assets	2,160	151,952	-	-	2,160	151,952
Transfers	755,163	475,327	(755,163)	(475,327)	-	-
Increase (decrease) in net position	8,852,794	6,553,421	2,693,176	2,387,746	11,545,970	8,941,167
Net position-January 1 as previously presented	108,952,411	102,525,001	32,193,967	29,827,070	141,146,378	132,352,071
Restatement	-	(126,011)	-	(20,849)	-	(146,860)
Net position-Jan 1, restated	108,952,411	102,398,990	32,193,967	29,806,221	141,146,378	132,205,211
Net position-December 31	$ 117,805,205	$ 108,952,411	$ 34,887,143	$ 32,193,967	$ 152,692,348	$ 141,146,378

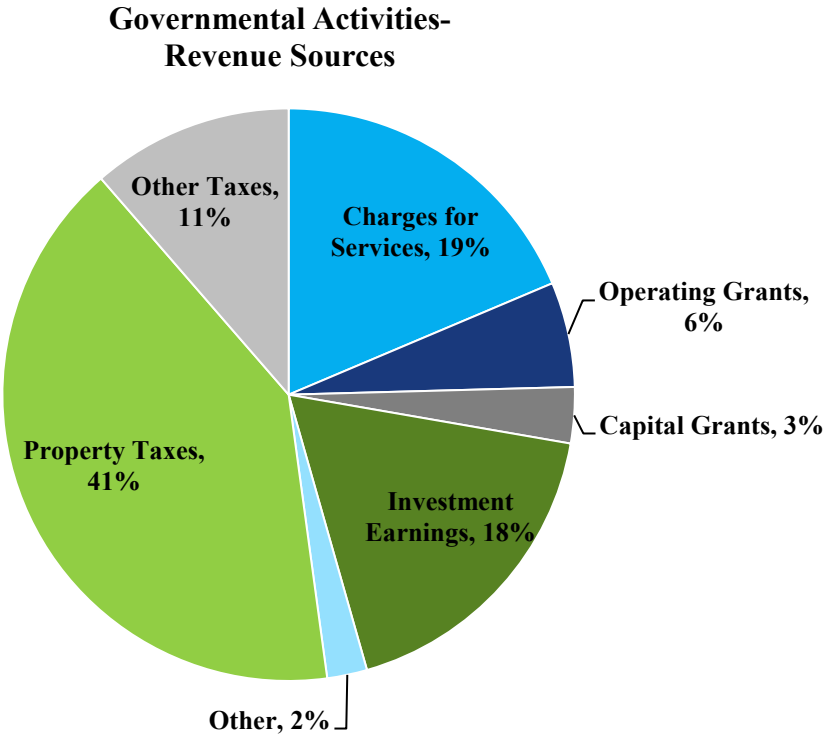
Governmental activities increased the City of New Brighton's net position by $8,852,794. Business-type activities increased New Brighton's net position by $2,693,176, for an overall increase of $11,545,970 during the 2025 fiscal year.

Governmental activities. Explanations regarding the increase in net position and significant changes in governmental activities were as follows:

- Charges for service decreased by $1,241,813 in 2025. These revenues that were generated by the City's normal operations actually increased from 2024, particularly in Parks and Recreation. However, that was offset by a decrease of $1,711,586 in the revenue needed to operate our Water Treatment Plant. The Water Treatment Plant operations were fully funded by investment income in 2025.
- The increase in operating grants and contributions is related to several factors: the Ramsey County recycling grant increased by $42,143; Public Safety grants and aids increased by $172,414; and Local Affordable Housing Aid increased by $220,013.
- Capital grants and contributions decreased due to the one-time Silver Oaks construction grant received in 2024.
- Property tax revenue increased due to a levy increase of $1,422,400 over 2024 as well as a decrease in delinquent taxes.
- The decrease in other taxes relates to the decertification of TIF District #26 in 2024.
- Investment earnings increased due to a $51,720,000 increase to the portfolio in August 2024, increasing overall interest revenues from 2024 to 2025. The City is also reporting a positive change in fair value of investments for the first time since 2020.
- General Government expenses increased due to general personnel-related increases.
- Parks and Recreation expenses increase due to personnel-related increases as well as significant increases to user credit card fees.
- Public Works expenses decreased by $1,168,384 related to prior year capital asset activity.

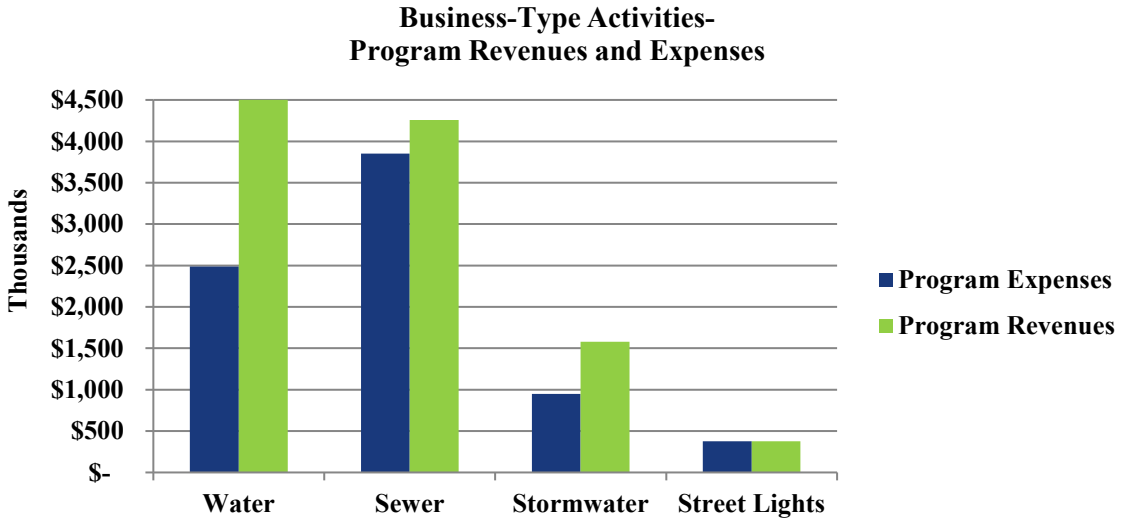
The following are specific graphs that provide comparisons of the governmental activities revenues and expenses for the last fiscal year.

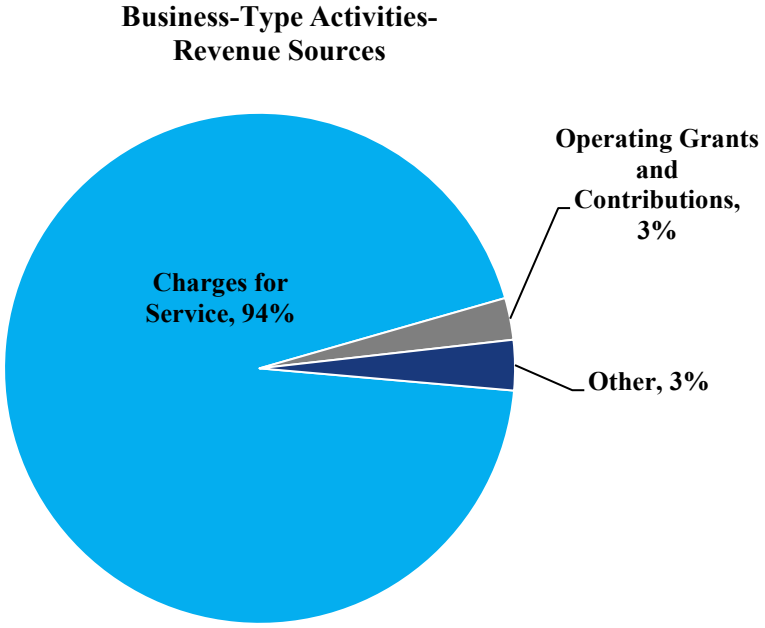




Business-type Activities. The increase in net position for business-type activities of $2,693,176 reflects budgeted capital outlays across all utility funds, for which utility rate increases were implemented. These outlays are capitalized and not expended in the current year.

Below are graphs showing the business-type activities revenue and expense comparisons for the past fiscal year.





Financial Analysis of the Government's Funds

As noted earlier, the City of New Brighton uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the City of New Brighton's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable* resources. Such information is useful in assessing the City of New Brighton's financing requirements. In particular, *spendable fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the City of New Brighton's governmental funds reported combined ending fund balances of $43,153,954, a decrease of $1,137,783 in comparison with the prior year. Approximately 87% of this total amount, $37,452,575, constitutes *spendable unrestricted fund balance*, which is available for spending at the government's discretion. The amount of $5,616,397 is restricted for 1) affordable housing, $521,226; 2) public safety forfeitures, $67,809; 3) public safety expenditures, $865,260; 4) park improvements, $23,913; 5) water treatment, $354,465; 6) debt retirement, $1,525,107; and 7) tax increment of $2,258,617. The remainder of fund balance is *nonspendable* to indicate that it is not available for spending because it is not in spendable form, including prepaid items totaling $84,982.

The General Fund is the chief operating fund of the City of New Brighton. At the end of the current fiscal year, the General Fund's fund balance increased by $312,818 from the prior year. This was favorable in comparison to the anticipated decrease of $683,100. Explanations are provided later in the Budgetary Highlights section. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 49% of total General Fund expenditures and total fund balance represents 54% of that same amount.

The Water Treatment Plant No. 1 Fund accounts for all financial matters relating to the operation and maintenance of the New Brighton Contaminated Ground Water Recovery System. The fund's balance increased by $354,465 due to investment income exceeding fund expenditures for the year.

The Municipal Development Fund accounts for municipal money dedicated to community development and initial project costs. The fund's balance increased by $600,371 primarily due to investment income.

The Tax Increment Districts Fund accounts for the activities in the City's Tax Increment Financing (TIF) Districts. The fund's balance decreased by $845,204 due to interfund loan interest expense and Pay-as-You-Go financing payments.

The Park Improvements Fund accounts for capital projects in the municipal parks. The fund's balance decreased by $2,577,736 due to spending on Phase 1 of the Parks Comprehensive Plan.

The Street Improvements fund accounts for street reconstruction and improvement projects. This fund's balance decreased by $1,460,675 due to two thirds of the 2024 street project carrying over into 2025.

The G.O. Improvement Debt fund balance increased by $709,133 due to debt levies, special assessment revenues and transfers from the general fund exceeding debt service payments. The entire fund balance of $1,525,107 is restricted for repayment of the City's bonded debt.

The non-major governmental funds overall increased by $1,769,045. The Local Affordable Housing Fund contains unspent Local Affordable Housing Aid (LAHA) from the State, increasing by $378,387. The Community Reinvestment fund increased by $678,669 due to franchise tax revenue, interfund loan interest revenue, and a transfer in from the General Fund for financing of future capital projects in the utility funds. The Street Financing fund saw an increase of $711,989 due to revenues exceeding the transfer made to the Street Improvement Fund to finance the 2025 street project.

Proprietary funds. The City of New Brighton's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position of the water, sewer, stormwater, and street light system operations at the end of the year amounted to a negative $543,312. This is because the City utilizes interfund loans rather than external debt to finance capital projects in the proprietary funds. GASB accounting standards only recognize external debt as an investment in capital assets for the purpose of classifying net position. As a result, interfund loan liabilities instead reduce unrestricted net position.

The change in total net position for each fund was: Water Utility increased $1,744,499; Sewer Utility decreased $49,357; Stormwater Management Utility increased $438,937; and Street Light System decreased $26,892. Other factors concerning the finances of these funds have already been addressed in the discussion of the City of New Brighton's business-type activities.

General Fund Budgetary Highlights

The General Fund balance increased by $312,818 compared to a budgeted decrease of $683,100. Some elements that contributed to the difference are:

- License and permit revenue was over budget by $330,057 due to several large commercial projects that took place during the year.
- Charges for Services revenue was over budget by $313,560 due to increased Parks and Recreation activity in recreation programming, community center memberships, facility rentals, and golf course greens fees. The Passports Office was also over budget related to the 2025 REAL ID compliance deadline.
- Net investment income was over budget by $500,343 due to favorable investment returns and changes in fair market value.
- The Fund recognized personnel savings of $224,638, mostly in Public Safety. The Police division experienced turnover of several positions as well as two vacant officer positions, and the Fire division had lower than expected training and drill hours.

- Contractual services expenditures were over budget by $213,471 primarily due to an unforeseen increase to user credit card fees absorbed in the Parks and Recreation budget.

Aside from the above, revenues and expenditures were generally as expected.

Capital Asset and Debt Administration

Capital assets. The City of New Brighton's investment in capital assets for its governmental and business type activities as of the end of the current fiscal year amounts to $127,262,881 (net of accumulated depreciation). This investment in capital assets includes land, buildings and structures, improvements, machinery and equipment, park facilities, roads, highways, and infrastructure. The total increase in the City of New Brighton's investment in capital assets for the current fiscal year was 8.5% (a 5.1% increase for governmental activities and a 3.4% increase for business-type activities).

Major capital asset events during 2025 included the following: reconstruction of City streets; replacement of vehicles and equipment; Community Center building improvements; Parks Comprehensive Plan projects and replacement of portions of the water distribution, sanitary sewer collection and stormwater systems. The construction in progress balance includes $6,374,437 in park projects $3,006,932 in street projects, $991,424 in utility infrastructure projects, and $213,041 in other ongoing projects, all of which will resume in the spring of 2026.

City of New Brighton's Capital Assets
(net of depreciation)

	Governmental Activities		Business-type Activities		Totals	
	2025	2024	2025	2024	2025	2024
Land	$ 9,513,841	$ 9,513,841	$ 473,248	$ 473,248	$ 9,987,089	$ 9,987,089
Buildings and structures	28,535,432	29,701,490	4,645,237	4,761,020	33,180,669	34,462,510
Machinery and equipment	9,787,288	9,375,600	1,665,646	1,746,487	11,452,934	11,122,087
Infrastructure	31,932,961	28,661,690	24,070,074	19,716,295	56,003,035	48,377,985
Other improvements	5,846,214	5,887,936	207,106	219,477	6,053,320	6,107,413
Construction in progress	8,314,735	4,794,762	2,271,099	2,421,643	10,585,834	7,216,405
Net capital assets	$ 93,930,471	$ 87,935,319	$ 33,332,410	$ 29,338,170	$ 127,262,881	$ 117,273,489

Additional information on the City of New Brighton's capital assets can be found in Note 3-D.

Long-term debt. At the end of the current fiscal year, the City of New Brighton had total bonded debt outstanding of $27,480,000. Of this amount, $1,585,000 is special assessment debt, $8,695,000 is tax abatement debt, and $17,200,000 is tax increment debt. All outstanding debt carries the general obligation backing for which the City is liable in the event of default by the property owners subject to the specific tax or special assessments pledged to the retirement of the debt.

City of New Brighton's Outstanding Debt

	Governmental Activities		Business-type Activities		Totals	
	2025	2024	2025	2024	2025	2024
General obligation bonds:						
G.O. Improvement bonds	$ 1,585,000	$ 1,940,000	$ -	$ -	$ 1,585,000	$ 1,940,000
G.O. Tax Abatement bonds	8,695,000	9,125,000	-	-	8,695,000	9,125,000
G.O. Tax Increment bonds	17,200,000	19,145,000	-	-	17,200,000	19,145,000
Total bonded debt	$ 27,480,000	$ 30,210,000	$ -	$ -	$ 27,480,000	$ 30,210,000

The City's total bonded debt decreased by a net amount of $2,730,000 (9%) during the fiscal year. The decrease is due to regular principal payments made on outstanding bonds.

The City of New Brighton's current credit rating from Standard & Poor's for general obligation debt is "AA+".

State statutes limit the amount of general obligation debt the City may issue to 3% of its total taxable market value. The current debt limitation for the City of New Brighton is $101,595,247.

The City also has long-term liabilities in the amount of $1,132,995 in unamortized bond premium, $1,820,282 for compensated absences, $1,359,800 for pollution remediation obligation, $5,722,305 for net pension liability, and $2,099,780 for total OPEB liability.

Additional information on the City of New Brighton's long-term debt can be found in Note 3-F.

Economic Factors and Next Year's Budgets and Rates

- The property tax collection rate for the current period is 98.1%.
- The 2026 total tax levy is $16,117,900, an increase of $964,700 or 6.37% from 2025.
- The utility rates increased for 2026. The increases were 4% for water, 6% for sanitary sewer, 5% for stormwater and 3% for streetlights. The total impact on the average residential customer is estimated to be 4.9%. These rate increases were necessary to support operating costs, capital costs and internal loan repayments.

Requests for Information

This financial report is designed to provide a general overview of the City of New Brighton's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Finance Director, City of New Brighton, 803 Old Highway 8 NW, New Brighton, Minnesota, 55112-2792.

BASIC FINANCIAL STATEMENTS

CITY OF NEW BRIGHTON, MINNESOTA **Statement 1**
STATEMENT OF NET POSITION
December 31, 2025

	Primary Government		
	Governmental Activities	Business-Type Activities	Totals
Assets:			
Cash and investments	$ 55,409,375	$ 5,264,184	$ 60,673,559
Restricted cash and investments	62,873,383	-	62,873,383
Accrued interest receivable	802,953	36,305	839,258
Due from other governmental units	2,585,947	52,514	2,638,461
Internal balances	3,850,358	(3,850,358)	-
Accounts receivable-net	482,176	1,917,322	2,399,498
Taxes receivable:			
Delinquent	192,557	-	192,557
Due from county	112,376	47	112,423
Special assessments receivable	801,758	6,496	808,254
Lease receivable	6,626,517	-	6,626,517
Prepaid items	187,162	22,522	209,684
Net pension asset	2,961,344	-	2,961,344
Assets held for resale	1,971,853	-	1,971,853
Capital assets (net of accumulated depreciation):			
Land	9,513,841	473,248	9,987,089
Buildings and structures	28,535,432	4,645,237	33,180,669
Machinery and equipment	9,787,288	1,665,646	11,452,934
Infrastructure	31,932,961	24,070,074	56,003,035
Other improvements	5,846,214	207,106	6,053,320
Construction in progress	8,314,735	2,271,099	10,585,834
Total assets	232,788,230	36,781,442	269,569,672
Deferred outflows of resources:			
Deferred outflows of resources related to pension	5,048,422	130,175	5,178,597
Deferred outflows of resources related to OPEB	689,630	97,829	787,459
Total deferred outflows of resources	5,738,052	228,004	5,966,056
Liabilities:			
Accounts payable	538,191	67,619	605,810
Salaries payable	420,410	54,866	475,276
Deposits payable	288,143	53,550	341,693
Due to other governmental units	325,212	9,334	334,546
Contracts payable	2,326,539	602,178	2,928,717
IBNR payable	264,000	-	264,000
Unearned revenue	63,063,400	-	63,063,400
Accrued interest payable	320,681	-	320,681
Compensated absences:			
Due within one year	1,060,808	116,286	1,177,094
Due in more than one year	578,970	64,218	643,188
Bonds payable:			
Due within one year	2,890,000	-	2,890,000
Due in more than one year	25,722,995	-	25,722,995
Pollution remediation obligation			
Due within one year	15,800	-	15,800
Due in more than one year	1,344,000	-	1,344,000
Total OPEB liability			
Due within one year	50,261	7,130	57,391
Due in more than one year	1,788,656	253,733	2,042,389
Net pension liability - due in more than one year	5,219,123	503,182	5,722,305
Total liabilities	106,217,189	1,732,096	107,949,285
Deferred inflows of resources:			
Deferred inflows of resources related to leases	6,626,517	-	6,626,517
Deferred inflows of resources related to pension	7,436,772	327,705	7,764,477
Deferred inflows of resources related to OPEB	440,599	62,502	503,101
Total deferred inflows of resources	14,503,888	390,207	14,894,095
Net Position:			
Net investment in capital assets	80,595,841	32,730,232	113,326,073
Restricted for:			
Debt service	1,434,883	-	1,434,883
Tax increment	2,258,617	-	2,258,617
Fire pension	2,961,344	-	2,961,344
Public safety	956,982	-	956,982
Unrestricted	29,597,538	2,156,911	31,754,449
Total net position	$ 117,805,205	$ 34,887,143	$ 152,692,348

The accompanying notes are an integral part of these financial statements.

STATEMENT OF ACTIVITIES

For the Year Ended December 31, 2025

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenues and Changes in Net Position: Primary Government: Governmental Activities	Net (Expense) Revenues and Changes in Net Position: Primary Government: Business-type Activities	Net (Expense) Revenues and Changes in Net Position: Primary Government: Totals
Government activities:							
General government	$ 4,229,797	$1,754,926	$ 100	$ -	$ (2,474,771)	$ -	$ (2,474,771)
Community development	1,899,067	1,185,959	484,709	62,206	(166,193)	-	(166,193)
Parks and recreation	6,038,508	2,707,278	31,196	210,428	(3,089,606)	-	(3,089,606)
Public safety	8,725,480	157,989	1,343,371	-	(7,224,120)	-	(7,224,120)
Public works	6,920,386	1,004,019	308,558	882,795	(4,725,014)	-	(4,725,014)
Interest on long-term debt	628,641	-	-	-	(628,641)	-	(628,641)
Total government activities	28,441,879	6,810,171	2,167,934	1,155,429	(18,308,345)	-	(18,308,345)
Business-type activities:							
Water	2,486,312	4,517,666	28,398	-	-	2,059,752	2,059,752
Sewer	3,851,602	4,255,694	133	-	-	404,225	404,225
Stormwater	949,783	1,364,419	215,889	-	-	630,525	630,525
Street lights	375,083	375,888	-	-	-	805	805
Total business-type activities	7,662,780	10,513,667	244,420	-	-	3,095,307	3,095,307
Total primary government	$ 36,104,659	$ 17,323,838	$ 2,412,354	$ 1,155,429	(18,308,345)	3,095,307	(15,213,038)
General revenues:							
Property taxes					14,899,359	5,852	14,905,211
Tax increment					2,788,724	-	2,788,724
Franchise taxes					1,368,559	-	1,368,559
Grants and contributions not restricted to specific programs					823,416	-	823,416
Unrestricted investment earnings					6,523,758	347,180	6,870,938
Gain on sale of capital assets					2,160	-	2,160
Transfers					755,163	(755,163)	-
Total general revenues and transfers					27,161,139	(402,131)	26,759,008
Change in net position					8,852,794	2,693,176	11,545,970
Net position - beginning of year					108,952,411	32,193,967	141,146,378
Net position - ending					$ 117,805,205	$ 34,887,143	$ 152,692,348

The accompanying notes are an integral part of these financial statements.

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CITY OF NEW BRIGHTON, MINNESOTA
BALANCE SHEET
GOVERNMENTAL FUNDS
December 31, 2025

	General	Special Revenue: Water Treatment Plant No. 1	Capital Projects: Municipal Development	Capital Projects: Tax Increment Districts
Assets:				
Cash and investments	$ 12,662,797	$ -	$ 11,181,494	$ 285,354
Restricted cash and investments	-	62,873,383	-	-
Accrued interest receivable	85,899	427,106	75,960	1,939
Due from other governmental units	336,597	-	528,990	-
Accounts receivable	288,658	-	-	-
Taxes receivable:				
Delinquent	186,094	-	-	4,279
Due from county	-	-	-	91,823
Special assessments receivable	-	-	-	-
Interfund loan receivable	-	-	18,346,111	-
Lease receivable	6,620,714	-	-	-
Prepaid items	38,536	-	-	-
Assets held for resale	-	-	-	1,971,853
Total assets	$ 20,219,295	$ 63,300,489	$ 30,132,555	$ 2,355,248
Liabilities:				
Accounts payable	$ 174,640	$ 132,698	$ 22,518	$ 831
Salaries payable	406,250	-	-	-
Deposits payable	196,529	-	-	91,614
Due to other governmental units	307,914	5,256	-	9,004
Contracts payable	-	-	-	-
Interfund loan payable	-	-	-	18,346,111
Unearned revenue	249,108	62,808,070	-	-
Total liabilities	1,334,441	62,946,024	22,518	18,447,560
Deferred inflows of resources:				
Unavailable revenue - msa state aid	-	-	-	-
Unavailable revenue - delinquent taxes	186,094	-	-	4,279
Lease related	6,620,714	-	-	-
Unavailable revenue - special assessments	-	-	-	-
Total deferred inflows of resources	6,806,808	-	-	4,279
Fund balance (deficit):				
Non-spendable	38,536	-	-	-
Restricted	956,982	354,465	-	2,258,617
Committed	80,315	-	30,110,037	-
Assigned	122,829	-	-	-
Unassigned	10,879,384	-	-	(18,355,208)
Total fund balance (deficit)	12,078,046	354,465	30,110,037	(16,096,591)
Total liabilities, deferred inflows of resources and fund balances	$ 20,219,295	$ 63,300,489	$ 30,132,555	$ 2,355,248

The accompanying notes are an integral part of these financial statements.

Capital Projects		Debt Service			
Park Improvements	Street Improvements	G.O. Improvement Bonds	Tax Increment Bonds	Other Governmental Funds	Totals
$ 2,233,160	$ 2,647,455	$ 1,502,888	$ -	$ 6,222,371	$ 36,735,519
-	-	-	-	-	62,873,383
15,171	17,538	10,210	-	42,271	676,094
210,428	1,509,932	-	-	-	2,585,947
-	-	-	-	136,304	424,962
-	-	-	-	2,184	192,557
-	-	12,076	-	8,477	112,376
-	-	230,457	-	571,301	801,758
-	-	-	-	5,948,403	24,294,514
-	-	-		5,803	6,626,517
46,446	-	-	-	-	84,982
-	-	-	-	-	1,971,853
$ 2,505,205	$ 4,174,925	$ 1,755,631	$ -	$ 12,937,114	$ 137,380,462
$ 79,868	$ 1,177	$ 67	$ -	$ 285	$ 412,084
-	-	-	-	-	406,250
-	-	-	-	-	288,143
-	9	-	-	-	322,183
1,897,835	428,704	-	-	-	2,326,539
-	-	-	-	-	18,346,111
5,000	-	-	-	1,170	63,063,348
1,982,703	429,890	67	-	1,455	85,164,658
-	1,441,018	-	-	-	1,441,018
-	-	-	-	2,184	192,557
-	-	-		5,803	6,626,517
-	-	230,457	-	571,301	801,758
-	1,441,018	230,457	-	579,288	9,061,850
46,446	-	-	-	-	84,982
-	-	1,525,107	-	521,226	5,616,397
476,056	-	-	-	4,958,107	35,624,515
-	2,304,017	-	-	6,877,038	9,303,884
-	-	-	-	-	(7,475,824)
522,502	2,304,017	1,525,107	-	12,356,371	43,153,954
$ 2,505,205	$ 4,174,925	$ 1,755,631	$ -	$ 12,937,114	$ 137,380,462

The accompanying notes are an integral part of these financial statements.

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CITY OF NEW BRIGHTON, MINNESOTA **Statement 4**
RECONCILIATION OF THE BALANCE SHEET TO
THE STATEMENT OF NET POSITION - GOVERNMENTAL FUNDS
December 31, 2025

Total Fund Balances - Governmental Funds (Statement 3)	$ 43,153,954
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets used in governmental activities are not current financial resources and therefore, are not reported as net position in governmental funds.	
Cost of capital assets	147,437,252
Less accumulated depreciation	(66,191,715)
Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not reported as liabilities in the funds.	
Long-term liabilities at year-end consist of:	
Bond principal payable	(27,480,000)
Unamortized Bond Premium	(1,132,995)
Net Pension Liability	(5,084,923)
Total OPEB Liability	(1,769,123)
Net Pension Asset	2,961,344
Revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the funds.	
Property taxes	192,557
State aid received for subsequent years	1,441,018
Special assessments	801,758
Deferred outflows of resources and deferred inflows of resources are created as a result of various differences related to pensions that are not recognized in the governmental funds.	
Deferred outflows of resources related to pensions	5,013,704
Deferred inflows of resources related to pensions	(7,349,372)
Deferred outflows of resources related to OPEB	663,456
Deferred inflows of resources related to OPEB	(423,877)
Governmental funds do not report a liability for accrued interest due and payable.	(320,681)
Internal service funds are used by management to charge the cost of compensated absences, fleet and non-fleet capital asset replacement, information technology and risk management services to individual funds. The assets and liabilities of the Internal Service Funds are included in governmental activities in the Statement of Net Position.	27,252,648
Pollution Remediation obligation is not due and payable in the current year and is not reported in the funds.	(1,359,800)
Total Net Position - Governmental Activities (Statement 1)	$ 117,805,205

The accompanying notes are an integral part of these financial statements.

CITY OF NEW BRIGHTON, MINNESOTA
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
For The Year Ended December 31, 2025

	General	Special Revenue: Water Treatment Plant No. 1	Capital Projects: Municipal Development	Capital Projects: Tax Increment Districts
Revenues:				
General property taxes	$ 14,224,160	$ -	$ -	$ -
Tax increment	-	-	-	2,786,326
Franchise Taxes	1,232,255	-	-	-
Licenses and permits	1,031,557	-	-	-
Intergovernmental	1,464,117	-	-	-
Charges for services	5,396,360	-	-	-
Special assessments	190	-	-	-
Fines and forfeits	78,327	-	-	-
Investment income:				
Interest on investments	434,778	2,560,420	467,836	15,438
Change in fair value of investments	190,565	957,801	179,859	1,418
Interest on interfund loans	-	-	688,708	-
Rents	427,297	-	-	-
Miscellaneous Revenue	77,801	-	62,206	-
Contributions and donations	40,516	-	-	-
Total revenues	24,597,923	3,518,221	1,398,609	2,803,182
Expenditures:				
Current:				
General government	3,945,945	-	-	-
Community development	1,466,089	-	152	431,121
Parks and recreation	6,382,391	-	-	-
Public safety	8,703,080	-	-	-
Public works	1,693,060	3,165,919	-	-
Capital outlay:				
Community development	-	-	-	34,041
Parks and recreation	-	-	-	-
Public works	-	-	165,901	-
Debt service:				
Principal retirement	-	-	-	-
Interest and paying agent fees	-	-	-	-
Interest on interfund loans	-	-	-	688,707
Total expenditures	22,190,565	3,165,919	166,053	1,153,869
Excess (deficiency) of revenues over (under) expenditures	2,407,358	352,302	1,232,556	1,649,313
Other financing sources (uses):				
Transfers in	795,900	2,163	-	-
Transfers out	(2,892,600)	-	(632,185)	(2,494,517)
Sale of assets	2,160	-	-	-
Total other financing sources (uses)	(2,094,540)	2,163	(632,185)	(2,494,517)
Net increase (decrease) in fund balance	312,818	354,465	600,371	(845,204)
Fund balance - (deficit) - January 1	11,765,228	-	29,509,666	(15,251,387)
Fund balance (deficit) - December 31	$ 12,078,046	$ 354,465	$ 30,110,037	$ (16,096,591)

The accompanying notes are an integral part of these financial statements.

Capital Projects		Debt Service			
Park Improvements Fund	Street Improvements	G.O. Improvement Bonds	Tax Increment Bonds	Other Governmental Funds	Totals
$ -	$ -	$ 651,933	$ -	$ 36,102	$ 14,912,195
-	-	-	-	-	2,786,326
-	-	-	-	136,304	1,368,559
-	-	-	-	-	1,031,557
210,428	339,923	-	-	1,145,113	3,159,581
-	337	-	-	-	5,396,697
-	-	60,035	-	163,211	223,436
-	-	-	-	-	78,327
100,425	88,533	32,318	-	246,072	3,945,820
46,780	56,801	13,030	-	83,105	1,529,359
-	-	-	-	145,665	834,373
-	24,667	-	-	14,040	466,004
-	-	-	-	-	140,007
5,000	-	-	-	-	45,516
362,633	510,261	757,316	-	1,969,612	35,917,757
-	-	-	-	-	3,945,945
-	-	-	-	5,967	1,903,329
-	-	-	-	-	6,382,391
-	-	-	-	-	8,703,080
-	142,546	1,183	1,182	-	5,003,890
-	-	-	-	-	34,041
4,993,369	-	-	-	-	4,993,369
-	3,658,390	-	-	-	3,824,291
-	-	785,000	1,945,000	-	2,730,000
-	-	279,185	548,335	-	827,520
-	-	-	-	-	688,707
4,993,369	3,800,936	1,065,368	2,494,517	5,967	39,036,563
(4,630,736)	(3,290,675)	(308,052)	(2,494,517)	1,963,645	(3,118,806)
2,053,000	1,830,000	1,017,185	2,494,517	1,678,300	9,871,065
-	-	-	-	(1,872,900)	(7,892,202)
-	-	-	-	-	2,160
2,053,000	1,830,000	1,017,185	2,494,517	(194,600)	1,981,023
(2,577,736)	(1,460,675)	709,133	-	1,769,045	(1,137,783)
3,100,238	3,764,692	815,974	-	10,587,326	44,291,737
$ 522,502	$ 2,304,017	$ 1,525,107	$ -	$ 12,356,371	$ 43,153,954

The accompanying notes are an integral part of these financial statements.

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CITY OF NEW BRIGHTON, MINNESOTA **Statement 6**

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS

For the Year Ended December 31, 2025

Amounts reported for governmental activities in the statement of activities are different because:

Net changes in fund balances - total governmental funds (statement 5)	$ (1,137,783)
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.	
Capital outlays	9,041,430
Depreciation expense	(2,969,172)
Disposal of assets	(10,889)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.	606,546
Principal payments on long-term debt are recognized as expenditures in the governmental funds but as an increase in the net position in the statement of activities.	
Bond principal payments	2,730,000
Governmental funds report the effects of bond premiums and discounts when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities	158,764
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	40,115
Governmental funds recognize pension and OPEB contributions as expenditures at the time of payment whereas the statement of activities factors in items related to pension and OPEB on full accrual perspective.	
Pension and OPEB expense	623,895
Internal service funds are used by management to charge the cost of compensated absences, fleet and non-fleet capital asset replacement, information technology and risk management services to individual funds. The net revenue of certain activities of internal service funds is reported with governmental activities.	(230,112)
Change in net position of governmental activities (statement 2)	$ 8,852,794

The accompanying notes are an integral part of these financial statements.

CITY OF NEW BRIGHTON, MINNESOTA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
December 31, 2025

	Business-Type Activities - Enterprise Funds	
	Water Utility	Sewer Utility
Assets		
Current assets:		
Cash and cash equivalents	$ 2,342,785	$ 1,194,906
Accrued interest receivable	15,467	8,947
Accounts receivable:		
Customer - unbilled	246,471	385,069
Customer - billed	300,007	378,179
Customer - certified to county	-	268,696
Taxes Receivable:		
Due from county	-	-
Special assessments receivable:		
Due from county	-	6,496
Due from other governmental units	2,701	49,813
Prepaid items	2,523	19,999
Total current assets	2,909,954	2,312,105
Noncurrent assets:		
Capital assets:		
Land	365,800	600
Buildings	5,816,251	1,752,088
Machinery & Equipment	1,918,177	449,161
Infrastructure	17,529,966	10,468,049
Other improvements	6,398	138,133
Construction in progress	748,003	395,335
Less accumulated depreciation	(9,932,027)	(7,539,680)
Net capital assets	16,452,568	5,663,686
Total noncurrent assets	16,452,568	5,663,686
Total assets	19,362,522	7,975,791
Deferred Outflows of Resources:		
Deferred outflows of resources related to pensions	73,753	41,130
Deferred outflows of resources related to OPEB	55,496	30,861
Total deferred outflows of resources	129,249	71,991
Liabilities		
Current liabilities:		
Accounts payable	29,565	9,817
Salaries payable	31,085	17,239
Deposits payable	53,550	-
Due to other governmental units	5,914	2,909
Contracts payable	-	15,390
Interfund payable - current	213,157	56,641
IBNR	-	-
Compensated absences payable - current	63,734	41,490
OPEB Liability - current	4,045	2,249
Total current liabilities	401,050	145,735
Noncurrent liabilities:		
Interfund Payable	694,717	593,359
Net Pension Liability	285,086	158,986
OPEB Liability	143,937	80,042
Compensated absences payable	35,196	22,912
Total noncurrent liabilities	1,158,936	855,299
Total liabilities	1,559,986	1,001,034
Deferred Inflows of Resources:		
Deferred inflows of resources related to pensions	185,667	103,542
Deferred inflows of resources related to OPEB	35,456	19,717
Total deferred inflows of resources	221,123	123,259
Net position:		
Investment in capital assets	16,452,568	5,663,686
Unrestricted	1,258,094	1,259,803
Total net position	$ 17,710,662	$ 6,923,489

The accompanying notes are an integral part of these financial statements.

Business-Type Activities - Enterprise Funds			Governmental Activities -
Stormwater Management	Street Light System	Totals	Internal Service Funds Totals
$ 1,543,091	$ 183,402	$ 5,264,184	18,673,856
10,724	1,167	36,305	126,859
124,203	28,406	784,149	-
140,844	45,447	864,477	57,214
-	-	268,696	-
47	-	47	-
-	-	6,496	-
-	-	52,514	-
-	-	22,522	102,180
1,818,909	258,422	7,299,390	18,960,109
106,848	-	473,248	-
-	-	7,568,339	7,504,256
-	-	2,367,338	13,626,607
12,962,752	1,563,097	42,523,864	-
236,432	-	380,963	1,377,482
1,127,761	-	2,271,099	-
(4,631,433)	(149,301)	(22,252,441)	(9,823,411)
9,802,360	1,413,796	33,332,410	12,684,934
9,802,360	1,413,796	33,332,410	12,684,934
11,621,269	1,672,218	40,631,800	31,645,043
15,292	-	130,175	34,718
11,472	-	97,829	26,174
26,764	-	228,004	60,892
12,313	15,924	67,619	126,107
6,542	-	54,866	14,160
-	-	53,550	-
-	511	9,334	3,029
586,788	-	602,178	-
479,879	157,470	907,147	-
-	-	-	264,000
11,062	-	116,286	1,060,808
836	-	7,130	1,908
1,097,420	173,905	1,818,110	1,470,064
3,058,486	694,694	5,041,256	-
59,110	-	503,182	134,200
29,754	-	253,733	67,886
6,110	-	64,218	578,970
3,153,460	694,694	5,862,389	781,056
4,250,880	868,599	7,680,499	2,251,120
38,496	-	327,705	87,400
7,329	-	62,502	16,722
45,825	-	390,207	104,122
9,802,360	1,413,796	33,332,410	12,684,934
(2,451,032)	(610,177)	(543,312)	16,665,759
$ 7,351,328	$ 803,619	32,789,098	$ 29,350,693
Adjustment to reflect the consolidation of internal service activities related to enterprise funds		2,098,045	
Net position of business-type activities		$ 34,887,143	

The accompanying notes are an integral part of these financial statements.

CITY OF NEW BRIGHTON, MINNESOTA
STATEMENT OF REVENUES, EXPENSES AND
CHANGES IN NET POSITION - PROPRIETARY FUNDS
For The Year Ended December 31, 2025

	Business-Type Activities - Enterprise Funds	
	Water Utility	Sewer Utility
Operating revenues:		
Customer charges	$ 3,324,329	$ 4,183,572
Late charges	32,866	38,594
Total operating revenues	3,357,195	4,222,166
Operating expenses:		
Personnel services	1,015,742	583,092
Materials and supplies	181,932	39,404
Contractual services	775,586	3,313,693
Professional services	160,502	4,245
Depreciation	466,436	182,434
Total operating expenses	2,600,198	4,122,868
Operating income (loss)	756,997	99,298
Nonoperating revenues (expenses):		
Investment income:		
Interest on investments	145,722	40,898
Change in fair value of investments	50,777	16,186
Property taxes	-	-
Interest on assessments	-	24,845
Interest on interfund loan	(31,903)	-
In-house engineering and administrative charges	705,006	8,683
Intergovernmental	28,398	133
Gain (loss) on disposal of capital assets	-	-
Miscellaneous	455,465	-
Total nonoperating revenues (expenses)	1,353,465	90,745
Income (loss) before contributions and transfers	2,110,462	190,043
Transfers:		
Transfers in	-	-
Transfers out	(365,963)	(239,400)
Total transfers	(365,963)	(239,400)
Change in net position	1,744,499	(49,357)
Net position - January 1	15,966,163	6,972,846
Net position - December 31	$ 17,710,662	$ 6,923,489

The accompanying notes are an integral part of these financial statements.

Business-Type Activities - Enterprise Funds			
Stormwater Management Utility	Street Light System	Totals	Governmental Activities - Internal Service Funds Totals
$ 1,348,765	$ 357,729	$ 9,214,395	$ 4,257,900
12,723	5,425	89,608	-
1,361,488	363,154	9,304,003	4,257,900
218,733	-	1,817,567	658,909
22,070	574	243,980	43,179
388,257	306,133	4,783,669	1,521,043
4,633	9,095	178,475	143,439
394,019	36,524	1,079,413	1,399,514
1,027,712	352,326	8,103,104	3,766,084
333,776	10,828	1,200,899	491,816
67,227	3,892	257,739	770,603
20,593	1,885	89,441	277,976
5,852	-	5,852	-
-	-	24,845	-
(91,131)	(22,631)	(145,665)	-
2,931	-	716,620	-
215,889	-	244,420	112
-	-	-	20,835
-	12,734	468,199	624
221,361	(4,120)	1,661,451	1,070,150
555,137	6,708	2,862,350	1,561,966
-	-	-	829,300
(116,200)	(33,600)	(755,163)	(2,053,000)
(116,200)	(33,600)	(755,163)	(1,223,700)
438,937	(26,892)	2,107,187	338,266
6,912,391	830,511	30,681,911	28,994,816
$ 7,351,328	$ 803,619	$ 32,789,098	$ 29,350,693
Adjustment to reflect the consolidation of internal service activities related to enterprise funds		585,989	
Change in net position of business-type activities		$ 2,693,176	

The accompanying notes are an integral part of these financial statements.

CITY OF NEW BRIGHTON, MINNESOTA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
For the Year Ended December 31, 2025

	Business-Type Activities - Enterprise Funds	
	Water Utility	Sewer Utility
Cash flows - operating activities:		
Receipts from customers and users	$ 3,342,678	$ 4,104,907
Receipts from interfund services provided	-	-
Payments to employees	(1,063,558)	(611,723)
Payments to suppliers for goods and services	(543,632)	(2,687,030)
Payments for interfund services used	(551,100)	(687,400)
Net cash flows - operating activities	1,184,388	118,754
Cash flows - noncapital financing activities:		
Transfers out	(365,963)	(239,400)
PFAS Settlement	455,465	-
In-house engineering and administrative charges	705,006	8,683
Intergovernmental	28,160	-
General property taxes	-	-
Miscellaneous revenue	-	-
Net cash flows - noncapital and related financing activities	822,668	(230,717)
Cash flows - capital and related financing activities:		
Acquisition of capital assets	(3,020,568)	(460,998)
Interfund Interest	(31,903)	-
Interest on assessments	-	24,845
Issue interfund loan	-	650,000
Principal on interfund loan	(206,906)	-
School district grant	-	-
Transfer in	-	-
Proceeds from sale of capital assets	-	-
Net cash flows - capital and related financing activities	(3,259,377)	213,847
Cash flows - investing activities:		
Investment income:		
Interest on investments	154,091	39,246
Change in fair value of investments	50,777	16,186
Net cash flows - investing activities	204,868	55,432
Net change in cash and cash equivalents	(1,047,453)	157,316
Cash and cash equivalents - January 1	3,390,238	1,037,590
Cash and cash equivalents - December 31	$ 2,342,785	$ 1,194,906
Reconciliation of operating income (loss) to net cash flows - operating activities:		
Operating income (loss)	756,997	99,298
Adjustments to reconcile operating income (loss) to net cash flows - operating activities:		
Depreciation	466,436	182,434
Changes in assets and liabilities:		
Pension expense	(70,298)	(40,229)
OPEB expense	2,751	1,168
Decrease (increase) in prepaids	(2,523)	(19,999)
Decrease (increase) in receivables	(14,517)	(117,259)
Due to other funds	-	-
Increase (decrease) in payables	25,811	2,911
Salaries and compensated absences payable	19,731	10,430
Total adjustments	427,391	19,456
Net cash flows - operating activities	$ 1,184,388	$ 118,754
Noncash investing, capital and financing activities:		
Capital asset aquired on account	$ -	$ 15,390

The accompanying notes are an integral part of these financial statements.

Business-Type Activities - Enterprise Funds			Governmental Activities -
Stormwater Management	Street Light System	Totals	Internal Service Funds Totals
$ 1,356,741	$ 358,684	$ 9,163,010	$ -
-	-	-	4,222,693
(231,652)	-	(1,906,933)	(597,857)
(168,709)	(281,199)	(3,680,570)	(1,635,175)
(232,300)	(30,300)	(1,501,100)	-
724,080	47,185	2,074,407	1,989,661
(116,200)	(33,600)	(755,163)	(2,053,000)
-		455,465	-
2,931	-	716,620	-
215,840		244,000	-
5,852	-	5,852	-
-	12,734	12,734	-
108,423	(20,866)	679,508	(2,053,000)
(1,013,713)	(9,267)	(4,504,546)	(1,484,531)
(91,131)	(22,631)	(145,665)	-
-	-	24,845	-
800,000	200,000	1,650,000	-
(398,133)	(135,933)	(740,972)	-
-	-	-	18,235
-	-	-	829,300
-	-	-	100,340
(702,977)	32,169	(3,716,338)	(536,656)
65,834	3,565	262,736	771,051
20,593	1,885	89,441	277,976
86,427	5,450	352,177	1,049,027
215,953	63,938	(610,246)	449,032
1,327,138	119,464	5,874,430	18,224,824
$ 1,543,091	$ 183,402	$ 5,264,184	$ 18,673,856
333,776	10,828	1,200,899	491,816
394,019	36,524	1,079,413	1,399,514
(15,968)	-	(126,495)	412
145	-	4,064	10,416
7,828	-	(14,694)	(60,248)
(4,747)	(4,470)	(140,993)	(35,376)
-	-	-	(27,999)
6,123	4,303	39,148	211,126
2,904	-	33,065	-
390,304	36,357	873,508	1,497,845
$ 724,080	$ 47,185	$ 2,074,407	$ 1,989,661
$ 586,788	$ -	$ 602,178	$ -

The accompanying notes are an integral part of these financial statements.

CITY OF NEW BRIGHTON, MINNESOTA **Statement 10**
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
December 31, 2025

	Hazardous Materials Program Custodial Fund
Assets:	
Cash and investments	$ 23,303
Accrued interest receivable	158
Due from other governmental units	1,480
Total assets	24,941
Net Position:	
Held in custody for other governmental units	$ 24,941

The accompanying notes are an integral part of these financial statements.

CITY OF NEW BRIGHTON, MINNESOTA **Statement 11**
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
For The Year Ended December 31, 2025

	Hazardous Materials Program Custodial Fund
Additions:	
Intergovernmental	$ 9,510
Investment income:	
Interest on investments	893
Change in fair value of investments	168
Miscellaneous	7,953
Total additions	18,524
Deductions:	
Materials and supplies	775
Contractual services	4,179
Total deductions	4,954
Change in net position	13,570
Net Position - January 1	11,371
Net position - December 31	$ 24,941

The accompanying notes are an integral part of these financial statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of New Brighton was incorporated in 1887 and operates under the State of Minnesota Statutory Plan B form of government. The governing body consists of a 5 member council elected by voters of the City.

The financial statements of the City of New Brighton have been prepared in conformity with accounting principles generally accepted in the United States of America as applied to governmental units by the Governmental Accounting Standards Board (GASB). The following is a summary of the significant accounting policies.

A. Financial Reporting Entity

In accordance with GASB pronouncements and generally accepted accounting principles, the financial statements of the reporting entity include those of the City of New Brighton (the primary government) and its component units, entities for which the government is considered to be financially accountable. Blended component units are, in substance, part of the primary government's operations, even though they are legally separate entities. Thus, blended component units are appropriately presented as funds of the primary government.

Component Unit

The City is considered financially accountable for a component unit if it appoints a voting majority of the organization's government body and it is able to impose its will on the organization by significantly influencing the programs, projects, activities or level of services performed or provided by the organization or there is a potential for the organization to provide specific financial benefits to or impose specific financial burdens on the City.

As a result of applying the component unit definition criteria above, the financial statements of the component unit have been included in the financial reporting as a blended component unit.

The Economic Development Authority (EDA) was created to promote economic development within the City. The EDA is a legal entity separate from the City, however its governing board includes the City Council. Therefore, it is substantially the same as the primary government. The City is also able to impose its will on the EDA and therefore it is included in the City's financial reports. The EDA does not issue a separate report.

B. Government-wide and fund financial statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all of the nonfiduciary activities of the primary government and its component unit. For the most part, the effect of inter-fund activity has been removed from these Statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type* activities, which rely to a significant extent on fees and charges to external parties for support.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

B. Government-wide and fund financial statements (Continued)

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or business-type activities are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or business-type activity. *Program revenues* include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function or business-type activity and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or business-type activity. Taxes and other items not included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

The Custodial Fund is presented in the fiduciary fund financial statements. Since, by definition, these assets are being held for the benefit of a third party (other local governments, private parties, etc.) and cannot be used to address activities or obligations of the City, these Funds are not incorporated into the government-wide statements.

C. Measurement focus, basis of accounting and financial statement presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. The City's only fiduciary fund is a custodial fund. Custodial funds are used to report fiduciary activities that are not required to be reported in pension (and other employee benefit) trust funds, investment trust funds, or private-purpose trust funds.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers all revenues, except reimbursement grants, to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Measurement focus, basis of accounting and financial statement presentation (Continued)

Property taxes, special assessments, intergovernmental revenues, charges for services and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the City.

The government reports the following major governmental funds:

The *General Fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The Water Treatment Plant No. 1 Special Revenue Fund was established pursuant to the long-term LitSAGIA Implementing Agreement to account for all financial matters relating to the operation and maintenance of the New Brighton Contaminated Ground Water Recovery System. Its revenue is derived from interest income and the recognition of the portion of the U.S. Army advance funding that reimburses the Fund for its water treatment costs.

The *Municipal Development Capital Projects Fund* accounts for municipal money dedicated to community development and initial project costs.

The *Tax Increment Districts Capital Projects Fund* accounts for development costs for projects which are financed with tax increments.

The *Park Improvements Capital Projects* Fund accounts for park improvement projects some of which are financed by bond issues and some by non-bond sources.

The *Street Improvement Capital Projects Fund* accounts for street reconstruction and improvement projects some of which are financed by bond issues and some by non-bond sources.

The *G.O. Improvement Bonds Debt Service Funds* account for resources accumulated and payments for principal and interest on long-term general obligation debt related to street improvements.

The *Tax Increment Bonds Debt Service Funds* account for resources accumulated and payments for principal and interest on long-term general obligation debt related to development.

The government reports the following major proprietary funds:

The *Water Utility Fund* accounts for activities related to the operation of a water distribution system.

The *Sewer Utility Fund* accounts for activities related to the operation of a sanitary collection system.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Measurement focus, basis of accounting and financial statement presentation (Continued)

The *Stormwater Management Fund* accounts for activities related to the operation of a surface water collection system.

The *Street Light System Fund* accounts for the activities related to the operation of a city-wide street lighting system.

Additionally, the government reports the following fund types:

Internal Service Funds account for compensated absences, capital asset replacement, information technology, pavement management, and risk management services provided to other departments or agencies of the City or to other governments, on a cost-reimbursement basis.

The *Custodial Fund* accounts for assets held by the City as an agent for the joint powers Hazardous Materials Response Team. Members of the Response Team are the Cities of New Brighton, Vadnais Heights, White Bear Lake, Saint Anthony and the Lake Johanna Fire Department.

As a general rule the effect of inter-fund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are transactions that would be treated as revenues, expenditures or expenses if they involved external organizations, such as buying goods and services or payments in lieu of taxes, are similarly treated when they involve other funds of the City of New Brighton. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as *program revenues* include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish *operating* revenues and expenses from *non-operating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the water utility, sewer utility, stormwater management, and street light system enterprise funds and the City's internal service funds are charges to customers for sales and services. Operating expenses for the enterprise funds and internal service funds include the cost of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

When both restricted and unrestricted resources are available for an allowable use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Budgetary information

Budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America. Annual appropriated budgets are adopted for the General Fund. No budgets are prepared for other governmental funds which include special revenue, debt service, and capital projects. All annual appropriations lapse at fiscal year-end. The legal level of budgetary control is at the fund level.

Legal compliance budgets

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

1. The City Manager submits to the City Council, a proposed operating budget for the fiscal year commencing the following January 1. The operating budget includes proposed expenditures and the means of financing them.
2. The City Council reviews the proposed budget and makes appropriate changes.
3. Public hearings are conducted to obtain taxpayer comments.
4. The budget is prepared by department and legally enacted through passage of a resolution on a fund basis.
5. The City Manager is authorized to transfer appropriations within and between any departmental budgets without Council approval. Additional appropriations and deletions are authorized by Council with fund (contingency) reserves or additional revenues.
6. Formal budgetary integration is employed as a management control device during the year for the General Fund. The General Fund is the only fund with a legally adopted annual budget.
7. Legal debt obligation indentures determine the appropriation level and debt service tax levies for the debt service funds. Supplementary budgets are adopted for the proprietary funds to determine and calculate user charges. These debt service and budget amounts represent general obligation bond indenture provisions and net income for operation and capital maintenance and are not reflected in the financial statements.
8. A capital improvement program is reviewed annually by the City Council for the Capital Project Funds. However, appropriations for major projects are not adopted until the actual bid award of the improvement. The appropriations are not reflected in the financial statements.
9. Expenditures may not legally exceed budgeted appropriations at the total fund level. Monitoring of budgets for the General Fund are maintained at the function level.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. Assets, liabilities, deferred inflows of resources, and net position/fund balance

1. Deposits and investments

Cash and cash equivalents consist of available cash, cash deposits and highly liquid investments with an original maturity date at the time of purchase of three months or less. In accordance with *Minnesota Statutes*, the City maintains deposits at those depository banks authorized by the City Council, all of which are members of the Federal Reserve System.

Minnesota Statutes require that all City deposits be protected by insurance, surety bond, or collateral. The market value of collateral pledged must equal 110% of the deposits not covered by insurance or bonds (140% in the case of mortgage notes pledged).

Authorized collateral includes the legal investments described below, as well as certain first mortgage notes, and certain other state or local government obligations. *Minnesota Statutes* require that securities pledged as collateral be held in safekeeping by the City Treasurer or in a financial institution other than that furnishing the collateral.

Minnesota Statutes authorize the City to invest in the following:

a) Direct obligations or obligations guaranteed by the United States or its agencies, its instrumentalities, or organizations created by an act of congress, excluding mortgage-backed securities defined as high risk.
b) Shares of investment companies registered under the Federal Investment Company Act of 1940 and whose only investments are in securities described in (a) above, general obligation tax-exempt securities or repurchase or reverse repurchase agreements.
c) Municipal general obligations rated “A” or better
d) Municipal revenue obligations rated “AA” or better
e) General obligations of the Minnesota Housing Finance Agency rated “A” or better.
f) Bankers acceptance of United States banks eligible for purchase by the Federal Reserve System.
g) Commercial paper issued by United States corporations or their Canadian subsidiaries, of the highest quality, and maturing in 270 days or less.
h) Guaranteed Investment Contract guaranteed by a United States commercial bank, domestic branch of a foreign bank, or a United States insurance company, and with a credit quality in one of the top two highest categories.
i) Repurchase or reverse repurchase agreements and securities lending agreements with financial institutions qualifies as a “depository” by the City entity, with banks that are members of the Federal Reserve System with capitalization exceeding $ 10,000,000, a primary reporting dealer in U.S. government securities to the Federal Reserve Bank of New York or certain Minnesota securities broker-dealers or a bank qualified as a depositor.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. Assets, liabilities, deferred inflows of resources, and net position/fund balance (Continued)

Investments for the government are reported at fair value. The City participates in an external investment pool sponsored by the League of Minnesota Cities. The pool is established in accordance with *Minnesota Statutes*, Section 471.59. Only municipalities as defined by statute are permitted to open accounts and become participants in the fund. As of December 31, 2025, the fair value of the City's position in the pool is the same as the value of the pool shares.

2. Receivables and payables

During the course of operations, numerous transactions occur between individual funds for goods provided or services rendered. Short-term inter-fund loans are classified as "inter-fund receivable" or "inter-fund payable". All short-term inter-fund receivables and payables at December 31, 2025 are planned to be eliminated in 2026. Long-term inter-fund loans are classified as "inter-fund loan receivable/payable". Any residual balances outstanding between the governmental activities and the business-type activities are reported in the government-wide financial statements as "internal balances".

All utility and property tax receivables are shown at a gross amount, since both taxes and utility receivables are assessable to the property taxes and are collectible upon the sale of the assessed property.

Property taxes are submitted to the County Auditor by November 15 of each year, to be levied on January 1 on property values assessed as of the same date. The tax levy notice is mailed in March with the first half payment due on May 15 and the second half payment is due on October 15.

3. Inventories and prepaid items

The original cost of materials and supplies has been recorded as expenditures at the time of purchase. The City does not maintain material amounts of inventories of goods and supplies.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. Prepaid items are reported using the consumption method and recorded as expenditures/expenses at the time of consumption.

4. Land held for resale

The City from time to time acquires properties for redevelopment purposes. These parcels of land are owned by the City with the intent to sell in the future. The assets are reported at their net realizable value in the capital projects funds.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. Assets, liabilities, deferred inflows of resources, and net position/fund balance (Continued)

5. Capital Assets

Capital assets, which include property, plant, equipment and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), and intangible assets such as easements and computer software, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of more than $5,000 (amount not rounded) (except for easements which is $50,000) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets, donated works of art and similar items, and capital assets received in a service concession arrangement are recorded at acquisition value at the date of donation.

In the case of the initial capitalization of general infrastructure assets, the City chose to include all such items regardless of their acquisition date or amount. These assets are reported at historical cost or estimated historical cost, using the 1987 base highway construction price trend, when historical costs were unavailable.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets is not included as part of the capitalized value of the assets constructed; it is instead recognized as an expense in the period in which the cost incurred.

Capital assets of the primary government, as well as the component unit, are depreciated/amortized using the straight-line method over the estimated useful lives of assets, as follows:

Assets	Useful Lives
Buildings and Structures	15-100 years
Machinery, Equipment and Furnishings	5-25 years
Other Improvements	10-40 years
Fleet (Vehicles)	3-25 years
Water Lines	40-50 years
Sewer Lines	40 years
Stormwater	30 years
Street Lights	30 years
Sidewalks and Curbs	70 years
Streets	30 years
Temporary easements	2-15 years

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. Assets, liabilities, deferred inflows of resources, and net position/fund balance (Continued)

6. Deferred outflows/inflows of resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until that time. The City presents deferred outflows of resources on the Statement(s) of Net Position for deferred outflows of resources related to pensions and OPEB for various estimate differences that will be amortized and recognized over future years.

In addition to liabilities, the statement of financial position and fund financial statements will sometimes report a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City presents deferred inflows of resources on the governmental fund balance sheet related to unavailable revenue from the following sources; property taxes, special assessments and leases. Unavailable revenue arises only under a modified accrual basis of accounting and, therefore, is only reported in the governmental fund balance sheet. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. The City also presents deferred inflows of resources on the statements of net position for deferred inflows of resources related to pensions and OPEB for various estimate differences that will be amortized and recognized over future years.

7. Compensated absences

The City recognizes a liability for compensated absences for leave time that (1) has been earned for services previously rendered by employees, (2) accumulates and is allowed to be carried over to subsequent years, and (3) is more likely than not to be used as time off or settled during or upon separation from employment. Based on the criteria listed, two types of leave qualify for liability recognition for compensated absences – vacation and sick leave. The liability for compensated absences is reported as incurred in the government-wide and proprietary fund financial statements. A liability for compensated absences is recorded in the governmental funds only if the liability has matured because of employee resignations or retirements. The liability for compensated absences includes salary-related benefits, where applicable.
Vacation The City's policy permits employees to accumulate earned but unused vacation benefits, which are eligible for payment at the employee's current pay rate upon separation from employment.
Sick Leave The City's policy permits employees to accumulate earned but unused sick leave. A liability is recognized for that portion of accumulating sick leave benefits that is vested as severance pay, and for estimated value of sick leave that will be used by employees as time off is included in the liability for compensated absences.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. Assets, liabilities, deferred inflows of resources, and net position/fund balance (Continued)

8. Long-term obligations

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities or proprietary fund type statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as capital project expenditures.

9. Fund balance classifications

In the fund financial statements, governmental funds report fund balance in classifications that disclose constraints for which amounts in those funds can be spent. These classifications are as follows:

Nonspendable – consists of amounts that are not in spendable form, such as prepaid items.
Restricted – consists of amounts related to externally imposed constraints established by creditors, grantors or contributors; or constraints imposed by state statutory provisions.
Committed – consists of internally imposed constraints. These constraints are established by resolution of the City Council, which is the City's high level of decision-making authority. Committed amounts cannot be used for any other purpose unless the City Council modifies or rescinds the commitment by resolution.
Assigned – consists of internally imposed constraints. These constraints reflect the specific purpose for which it is the City's intended use. The City Council has adopted a fund balance policy that authorizes the Finance Director to determine the assigned fund balances.
Unassigned – is the residual classification for the General Fund and also reflects negative residual amounts in other funds.

When both restricted and unrestricted resources are available for use, it is the City's policy to first use restricted resources and then use unrestricted resources as they are needed.

When committed, assigned or unassigned resources are available for use, it is the City's policy to use resources in the following order: 1) committed, 2) assigned, and 3) unassigned.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. Assets, liabilities, deferred inflows of resources, and net position/fund balance (Continued)

10. Minimum fund balance policy

The City Council has formally adopted a fund balance policy for the General Fund. The policy establishes a year-end target fund balance amount for cash-flow timing needs (working capital) and contingencies.

At December 31, 2025, the targeted unassigned fund balance for the General Fund was as follows:

Working capital	$ 7,424,000
Contingencies	2,412,350
Total	$ 9,836,350

11. Restricted assets

Assets of the Water Treatment Plant No. 1 fund are classified as restricted cash and investments assets in the balance sheet because their use is limited to the operation and maintenance of the New Brighton Contaminated Ground Water Recovery System pursuant to the long-term LitSAGIA Implementing Agreement.

12. Net Position

Net position represents the difference between assets and deferred outflows of resources and liabilities and deferred inflows of resources in the government-wide financial statements. Net investment in capital assets consists of capital assets, net of accumulation depreciation, reduced by the outstanding balance of any long-term debt used to build or acquire the capital assets. Net position is reported as restricted in the government-wide financial statements when there are limitations on their use through external restrictions imposed by creditors, grantors or laws or regulations of other governments.

13. Pensions

For purposes of measuring the net pension liability [or asset if applicable], deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Public Employees Retirement Association (PERA) and additions to and deductions from the plan's fiduciary net position have been determined on the same basis as they are reported by PERA except that PERA's fiscal year is June 30. For this purpose, plan contributions are recognized when due according to state statute and benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

NOTE 2 STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

Deficit fund balance

The City has deficit fund balances or net position at December 31, 2025 as follows:

Fund	Amount
Tax increment districts	$ 16,096,591
Compensated absences	501,109
	$ 16,597,700

It is anticipated future tax increments and a transfer from the municipal development fund will eliminate the deficits in the Tax Increment Districts. Due to the long-term nature of the liability in the compensated absences fund it is anticipated that we will continue to carry a deficit balance.

NOTE 3 DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

Cash and investments include balances from all funds that are combined and invested to the extent available in various securities as authorized by state law. Earnings from the pooled investments are allocated to the individual funds based on the month-end cash and investment balances.

The City's cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition.

Minnesota Statutes authorizes the City to invest in obligations of the U.S. Treasury, agencies and instrumentalities, shares of investment companies whose only investments are in the aforementioned securities, obligations of the State of Minnesota or its municipalities, bankers' acceptances, future contracts, repurchase and reverse repurchase agreements, and commercial paper of the highest quality with a maturity of no longer than 270 days and in the Minnesota Municipal Investment Pool.

Certain investments for the City are reported at fair value as disclosed in Note 3. The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The Hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 investments are valued using a matrix pricing model; Level 3 inputs are significant unobservable inputs.

NOTE 3 DETAILED NOTES ON ALL FUNDS (Continued)

A. Deposits and investments (Continued)

In accordance with GASB Statement No. 79, the Minnesota Municipal Investment Pool securities are valued at amortized cost, which approximates fair value. There are no restrictions or limitations on withdrawals from the 4M Liquid Asset Fund. Investments in the 4M Plus must be deposited for a minimum of 14 calendar days. Withdrawals prior to the 14-day restriction period will be subject to a penalty equal to seven days interest on the amount withdrawn. Seven days' notice of redemption is required for withdrawals of investments in the 4M Term Series withdrawn prior to the maturity date of that series. A penalty could be assessed as necessary to recoup the Series for any charges, losses, and other costs attributable to the early redemption.

1. Components of Cash and Investments

Summary of cash deposits and investments as of December 31, 2025:

Petty Cash	$ 6,096
Deposits	10,184,165
Investments	113,379,984
Total	$ 123,570,245

Cash and investments are presented in the financial statements as follows:

Statement of Net Positions - Government Wide	
Cash and cash equivalents - Primary Government	$ 60,673,559
Restricted investments - Primary Government	62,873,383
Cash and cash equivalents - Fiduciary Funds	23,303
Total	$ 123,570,245

Custodial credit risk – deposits: Custodial credit risk is the risk that in the event of a bank failure, the City's deposits may be lost. Minnesota statutes require that all City deposits be protected by insurance, surety bond, or collateral. The market value of collateral pledged must equal 110% of the deposits not covered by federal deposit insurance or corporate surety bonds. Authorized collateral includes treasury bills, notes, and bonds; issues of U.S. government agencies; general obligations rated "A" or better; revenue obligations rated "AA" or better; irrevocable standard letters of credit issued by the Federal Home Loan Bank; and certificates of deposit. Minnesota Statutes require that securities pledged as collateral be held in safekeeping in a restricted account at the Federal Reserve Bank or in an account at a trust department of a commercial bank or other financial institution that is not owned or controlled by the financial institution furnishing the collateral. The City's investment policy has no additional deposit policies addressing custodial credit risk.

NOTE 3 DETAILED NOTES ON ALL FUNDS (Continued)

A. Deposits and investments (Continued)

2. Investments

Information about the sensitivity of the fair values of the City's investments (including investments held by bond trustee) to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity:

	Credit Risk		Interest Risk - Maturity Duration in Years				
Investment Type	Rating	Agency	<5	5 to 10	10 to 20	20 to 40	Total
Brokered Certificates of Deposit:	NR	NA	$ 5,661,452	$ -	$ -	$ -	$ 5,661,452
Federal Agency Securities:	AA1/AA+	Moody's/S&P	7,453,931	-	-	-	7,453,931
	AA1/N/A	Moody's/S&P	963,642	1,577,227	-	-	2,540,869
	N/A/N/A	Moody's/S&P	3,563,803	899,143	4,367,747	10,125,664	18,956,357
Municipal Bonds:	AA1/AA+	Moody's/S&P	1,020,541	-	-	-	1,020,541
	AA1/AAA	Moody's/S&P	291,402	-	-	-	291,402
	AA1/N/A	Moody's/S&P	361,497	-	-	-	361,497
	AA2/AA	Moody's/S&P	421,156	-	-	-	421,156
	AA2/AA+	Moody's/S&P	581,825	-	-	-	581,825
	AA2/N/A	Moody's/S&P	97,869	-	-	-	97,869
	AA3/AA	Moody's/S&P	539,161	-	-	-	539,161
	AA3/AA-	Moody's/S&P	96,851	-	-	-	96,851
	AA3/N/A	Moody's/S&P	242,962	-	-	-	242,962
	AAA/AAA	Moody's/S&P	482,154	-	-	-	482,154
	AAA/N/A	Moody's/S&P	99,130	-	-	-	99,130
	N/A/AA	Moody's/S&P	1,312,040	-	-	-	1,312,040
	N/A/AA-	Moody's/S&P	394,780	-	-	-	394,780
	N/A/AA+	Moody's/S&P	625,208	-	-	-	625,208
	N/A/AAA	Moody's/S&P	1,100,202	-	-	-	1,100,202
	N/A/N/A	Moody's/S&P	162,997	-	-	-	162,997
United States Treasuries:	NR	NA	43,148,973	16,767,756	6,959,961	-	66,876,690
Money Market Fund:	NR	NA	4,060,909	-	-	-	4,060,909
Total Investments			$ 72,682,486	$ 19,244,126	$ 11,327,708	$ 10,125,664	$ 113,379,984

NR = Not Rated NA = Not Applicable

NOTE 3 DETAILED NOTES ON ALL FUNDS (Continued)

A. Deposits and investments (Continued)

2. Investments (Continued)

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The hierarchy has three levels. Level 1 investments are valued using inputs that are based on quoted prices in active markets for identical assets. Level 2 investments are valued using a matrix pricing model. Level 3 investments are valued using inputs that are unobservable.

The City has the following recurring fair value measurements as of December 31, 2025:

		Fair Value Measurement Using		
Investment Type	12/31/2025	Level 1	Level 2	Level 3
Investments at fair value:				
Brokered Certificates of Deposit	$ 5,661,452	$ -	$ 5,661,452	$ -
Federal Agency Securities:	28,951,157	-	28,951,157	-
Municipal Bonds	7,829,776	-	7,829,776	-
United States Treasuries	66,876,690	66,876,690	-	-
Total/Subtotal	109,319,075	$66,876,690	$42,442,385	$ -
Investments not categorized:				
Money Market Fund	4,060,909			
Total	$113,379,984			

The City's Money Market Funds are valued at amortized costs.

Custodial credit risk – Investments: this is the risk that in the event of a failure of the counterparty to any investment transaction (typically a broker-dealer) the City would not be able to recover the value of its investments or collateral securities that are in possession of an outside party. The City addresses this risk within its investment policy and limits its exposure by holding the majority of investments in a trust account with a major bank's corporate trust department. Under this scenario, investments are delivered to the City's Trust Account and then payment is released to the broker-dealer.

NOTE 3 DETAILED NOTES ON ALL FUNDS (Continued)

A. Deposits and investments (Continued)

2. Investments (Continued)

Credit risk-This is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. Minnesota Statutes limit the City's investments to direct obligations or obligations guaranteed by the United States or its agencies; shares of investment companies registered under the Federal Investment Company Act of 1940 that receive the highest credit rating, are rated in one of the two highest rating categories by a statistical rating agency, and all of the investments have a final maturity of thirteen months or less; general obligations rated "A" or better; revenue obligations rated "AA" or better; general obligations of the Minnesota Housing Finance Agency rated "A" or better; bankers' acceptances of United States banks eligible for purchase by the Federal Reserve System; commercial paper issued by United States corporations or their Canadian subsidiaries, rated of the highest quality category by at least two nationally recognized rating agencies, and maturing in 270 days or less; Guaranteed Investment Contracts guaranteed by a United States commercial bank, domestic branch of a foreign bank, or a United States insurance company, and with the credit quality in the one of the top two highest categories; repurchase or reverse purchase agreements and securities lending agreements with financial institutions qualified as a "depository" by the government entity, with banks that are members of the Federal Reserve System with capitalization exceeding $10,000,000, that are a primary reporting dealer in U.S. government securities to the Federal Reserve Bank of New York, or certain Minnesota securities brokers-dealers. The City's investment policies addresses credit risk through statutory regulations as mentioned above and through the diversifying of the City's investment portfolio.

Concentration risk -This is the risk associated with investing a significant portion of the City's investment (considered 5 percent or more) in the securities of a single issuer, excluding U.S. explicitly guaranteed investments (such as Treasuries), investment pools, and mutual funds. The City's investment policy states that no more than 50% of the entity's total investment portfolio will be invested in a single security type or with a single financial institution. No more than 5% of the overall portfolio may be invested in the securities of a single issuer, except for securities of the U.S. Government and its agencies or an external investment pool.

In 2025, the City held no investments in any one issuer, other than U.S. Government and its agencies that represent 5% or more of the City's total investments.

NOTE 3 DETAILED NOTES ON ALL FUNDS (Continued)

A. Deposits and investments (Continued)

2. Investments (Continued)

Interest rate risk - This is the risk of potential variability in the fair value of fixed rate investments resulting from changes in interest rates (the longer the period for which an interest rate is fixed, the greater the risk). The City's investment portfolio is structured so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.

B. Receivables

Governmental funds report deferred inflows of resources in connection with receivables for revenues that are not considered available to liquidate liabilities of the current period. Governmental funds also defer recognition in connection with resources that are not yet available.

Governmental funds defer revenue recognition in connection with resources that have been received, but not yet earned. At the end of the current fiscal year, the various components of unearned revenue reported in the governmental funds were as follows:

	Unearned
Recreation fees received but unearned (General Fund)	$ 177,845
Membership fees received but unearned (General Fund)	11,665
Contributions contingent on eligible expenses:	
(Dedicated Treatment Plant #1 Financing Fund)	62,808,070
Lease income (General Fund, Comm Reinv)	2,995
Park donation received but unearned (Park Improvement Fund)	5,000
Misc fees and licenses received but unearned (General Fund)	57,773
Total unearned revenue for governmental funds	$ 63,063,348

NOTE 3 DETAILED NOTES ON ALL FUNDS (Continued)

C. Construction commitments

At December 31, 2025, the City had construction project contracts in progress. The commitments related to the remaining contract balances are summarized as follows:

Fund	Project	Contract Amount	Expended To Date	Remaining Commitment
Street Improvements Fund	2025 Street Rehabilitation	2,529,179	2,485,862	43,317
	2026 Street Rehabilitation	428,880	158,882	269,998
	Total Street Improvement Fund	2,958,059	2,644,744	313,315
Parks Capital Improvement	Silver Oak Park Improvement	4,705,737	4,196,820	508,917
Sewer Utility Fund	Lift Station #8 Replacement	342,000	307,800	34,200
Stormwater Fund	Elevated Double Ellipsoidal	674,470	586,788	87,682
	Total All Funds	$ 8,005,796	$ 7,149,364	$ 944,114

NOTE 3 DETAILED NOTES ON ALL FUNDS (Continued)

D. Capital assets

Capital asset activity for the year ended December 31, 2025 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
Governmental Activities:				
Capital Assets not being Depreciated:				
Land	$ 9,513,841	$ -	$ -	$ 9,513,841
Construction in Progress	4,794,762	8,867,692	5,347,719	8,314,735
Total Capital Assets not being Depreciated	14,308,603	8,867,692	5,347,719	17,828,576
Capital Assets being Depreciated:				
Buildings	62,395,903	114,534	14,818	62,495,619
Machinery and Equipment	18,745,766	1,716,540	1,131,050	19,331,256
Infrastructure	55,109,366	4,752,979	-	59,862,345
Other Improvements	10,235,669	350,215	158,084	10,427,800
Total Capital Assets being Depreciated	146,486,704	6,934,268	1,303,952	152,117,020
Less Accumulated Depreciation for:				
Buildings	32,694,416	1,275,969	10,198	33,960,187
Machinery and Equipment	9,370,167	1,219,071	1,045,270	9,543,968
Infrastructure	26,447,677	1,481,707	-	27,929,384
Other Improvements	4,347,731	391,939	158,084	4,581,586
Total Accumulated Depreciation	72,859,991	4,368,686	1,213,552	76,015,125
Total Capital Assets being Depreciated, Net	73,626,713	2,565,582	90,400	76,101,895
Governmental Activities Capital Assets, Net	$ 87,935,316	$ 11,433,274	$ 5,438,119	$ 93,930,471

NOTE 3 DETAILED NOTES ON ALL FUNDS (Continued)

D. Capital assets (Continued)

	Beginning Balance	Additions	Reductions	Ending Balance
Business-Type Activities:				
Capital Assets not being Depreciated:				
Land	$ 473,248	$ -	$ -	$ 473,248
Construction in Progress	2,421,643	5,040,650	5,191,194	2,271,099
Total Capital Assets not being Depreciated	2,894,891	5,040,650	5,191,194	2,744,347
Capital Assets being Depreciated:				
Buildings and structures	7,568,339	-	-	7,568,339
Machinery and equipment	2,334,334	33,004	-	2,367,338
Infrastructure	37,332,671	5,191,193	-	42,523,864
Other Improvements	380,963	-	-	380,963
Total Capital Assets being Depreciated	47,616,307	5,224,197	-	52,840,504
Less Accumulated Depreciation for:				
Buildings and structures	2,807,318	115,784	-	2,923,102
Machinery and equipment	587,846	113,846	-	701,692
Infrastructure	17,616,378	837,412	-	18,453,790
Other Improvements	161,486	12,371	-	173,857
Total Accumulated Depreciation	21,173,028	1,079,413	-	22,252,441
Total Capital Assets being Depreciated, Net	26,443,279	4,144,784	-	30,588,063
Business-Type Activities Capital Assets, Net	$ 29,338,170	$ 9,185,434	$ 5,191,194	$ 33,332,410

NOTE 3 DETAILED NOTES ON ALL FUNDS (Continued)

D. Capital assets (Continued)

Depreciation expense was charged to governmental functions/programs of the primary government as follows:

General government	$264,773
Parks & recreation	1,048,484
Public safety	658,438
Public works	2,396,991
Total depreciation expense - governmental activities	$4,368,686

Business Activities:	
Water	$466,436
Sewer	182,434
Stormwater	394,019
Street Lights	36,524
Total depreciation expense - business-type activities	$1,079,413

E. Inter-fund receivables, payables, and transfers

Inter-fund receivables and payables

Inter-fund loan balances from the Community Reinvestment Fund as of December 31, 2025 were as follows:

Payable Fund	Description	Amount
Water Utility	2018 Water Utility project	$ 431,388
Water Utility	2021 Water Utility project	476,487
Stormwater Management	2018 Flood Mitigation projects	165,918
Stormwater Management	2019 Flood Mitigation projects	305,216
Stormwater Management	2020 Flood Mitigation projects	268,576
Stormwater Management	2021 Storm project	317,658
Stormwater Management	2022 Storm project	292,239
Stormwater Management	2023 Storm Project	658,469
Stormwater Management	2024 Storm Project	730,288
Stormwater Management	2025 Storm Project	800,000
Street Light System	2017 Street Lights project	61,738
Street Light System	2020 Street Lights project	322,292
Street Light System	2021 Street Lights project	21,208
Street Light System	2023 Street Lights project	246,926
Street Light System	2025 Street Lights project	200,000
Sewer	2025 Sewer Project	650,000
		$ 5,948,403

NOTE 3 DETAILED NOTES ON ALL FUNDS (Continued)

E. Inter-fund receivables, payables, and transfers (Continued)

A loan was issued in 2017 for $275,000 to finance the 2017 LED street lights replacement project along Silver Lake Road. This loan will be repaid by increasing future street light system utility rates. This loan carries an interest rate of 3% and will be repaid in semi-annual installments of $16,018. The final payment is scheduled for November 1, 2027.

A loan was also issued in 2018 for $500,000 to finance the 2018 Freedom Park flood mitigation project. This loan will be repaid by increasing future stormwater utility rates. The loan carries an interest rate of 3% and will be repaid in semi-annual installments of $29,123. The final payment is scheduled for November 1, 2028.

A loan was issued in 2018 for $1,300,000 to finance the 2018 water meter replacement project and water infrastructure replacement for the 2018 street project. This loan will be repaid by increasing future water utility rates. The loan carries an interest rate of 3% and will be repaid in semi-annual installments of $75,719. The final payment is scheduled for November 1, 2028.

A loan was issued in 2019 for $700,000 to assist with the 2019 Apache Hills curb replacements. This loan will be repaid by increasing future stormwater utility rates. The loan carries an interest rate of 3% and will be repaid in semi-annual installments of $40,772. The final payment is scheduled for November 1, 2029.

A loan was issued in 2020 for $500,000 to assist with the 2020 Apache Hills curb replacements. This loan will be repaid by increasing future stormwater utility rates. The loan carries an interest rate of 3% and will be repaid in semi-annual installments of $29,123. The final payment is scheduled for November 1, 2030.

A loan was issued in 2020 for $600,000 to finance a variety of street light projects in 2020, including pole replacements, re-lamping and LED installations. This loan will be repaid by increasing future street light system utility rates. This loan carries an interest rate of 3% and will be repaid in semi-annual installments of $34,947. The final payment is scheduled for November 1, 2030.

A loan was issued in 2021 for $500,000 to assist with the 2021 stormwater improvements implemented with the 2021 street reconstruction project. This loan will be repaid by increasing future stormwater utility rates. The loan carries and interest rate of 3% and will be repaid in semi-annual installments of $29,123. The final payment is scheduled for November 1, 2031.

NOTE 3 DETAILED NOTES ON ALL FUNDS (Continued)

E. Inter-fund receivables, payables, and transfers (Continued)

A loan was issued in 2021 for $750,000 to finance the 2021 water infrastructure replacements implemented with the 2021 street reconstruction project. This loan will be repaid by increasing future water utility rates. The loan carries an interest rate of 3% and will be repaid in semi-annual installments of $43,684. The final payment is scheduled for November 1, 2031.

A loan was issued in 2021 for $100,000 to finance the 2021 street lights project. This loan will be repaid by increasing future street light system utility rates. This loan carries an interest rate of 3% and will be repaid in semi-annual installments of $10,843. The final payment is scheduled for November 1, 2026.

A loan was issued in 2022 for $400,000 to finance the 2022 stormwater improvements implemented with the 2022 street reconstruction project. This loan will be repaid by increasing future stormwater utility rates. This loan carries an interest rate of 3% and will be repaid in semi-annual installments of $23,298. The final payment is scheduled for November 1,2032.

A loan was issued in 2023 for $800,000 to finance 2023 stormwater capital improvements. This loan will be repaid by increasing future stormwater utility rates. The loan carries an interest rate of 3% and will be repaid in semi-annual installments of $46,597. The final payment is scheduled for November 1, 2033.

A loan was issued in 2023 for $300,000 to finance the 2023 street light projects. This loan will be repaid by increasing future street light system utility rates. This loan carries an interest rate of 3% and will be repaid in semi-annual installments of $17,474. The final payment is scheduled for November 1, 2033.

A loan was issued in 2024 for $800,000 to finance 2024 stormwater capital improvements. This loan will be repaid by increasing future stormwater utility rates. The loan carries an interest rate of 3% and will be repaid in semi-annual installments of $46,597. The final payment is scheduled for November 1, 2034.

A loan was issued in 2025 for $650,000 to finance 2025 sewer capital improvements. This loan will be repaid by increasing future sewer utility rates. The loan carries an interest rate of 3% and will be repaid in semi-annual installments of $37,859. The final payment is scheduled for November 1, 2035.

A loan was issued in 2025 for $800,000 to finance 2025 stormwater capital improvements. This loan will be repaid by increasing future stormwater utility rates. The loan carries an interest rate of 3% and will be repaid in semi-annual installments of $46,597. The final payment is scheduled for November 1, 2035.

NOTE 3 DETAILED NOTES ON ALL FUNDS (Continued)

E. Inter-fund receivables, payables, and transfers (Continued)

A loan was issued in 2025 for $200,000 to finance 2025 street light capital improvements. This loan will be repaid by increasing future street light utility rates. The loan carries an interest rate of 3% and will be repaid in semi-annual installments of $11,649. The final payment is scheduled for November 1, 2035.

Inter-fund loans from the Municipal Development Fund as of December 31, 2025 were as follows:

Payable Fund	Description	Amount
Tax Increment District	Various TIF Projects	$ 18,346,111

Tax increment financing districts are established to finance many of the City's redevelopment projects. The loans from the Municipal Development Fund cover the cash deficits that often exist in the early stages of tax increment districts. The loans will be repaid with interest from available tax increments generated from the increase in tax capacity values of the redeveloped area.

Inter-fund transfers

Inter-fund transfers allow the City to allocate financial resources to the funds that receive benefit from services provided by another fund. The transfers from the Enterprise funds to the General fund and Water Treatment Plant fall under that category. The transfers to the G.O. Improvement Bonds Fund and Tax Increment funds are to cover the bond payments and fees. The transfer to the Non Major Funds included the fund balance policy transfer and budgeted transfers to the Street Improvement Fund. The transfer to Parks Improvement funds were council approved to fund park improvement projects. The transfer to the Internal Service Funds was budgeted to contribute to the replacement of Fleet and Non Fleet items.

	Transfers In								
	Major Funds						Nonmajor Funds		
	Governmental								
Transfer Out:	General Fund	Water Treatment Plant No.1	Park Improvements	Street Improvements	G.O. Improvement Bonds	Tax Increment Bonds	Nonmajor Governmental	Internal Service	Total Transfers Out
General Fund	$ -	$ -	$ -	$ -	$ 385,000	$ -	$1,678,300	$ 829,300	$ 2,892,600
Municipal Development	-	-	-	-	632,185	-	-	-	632,185
Tax Increments Districts	-	-	-	-	-	2,494,517	-	-	2,494,517
Nonmajor Governmental	42,900	-	-	1,830,000	-	-	-	-	1,872,900
Water Utility	363,800	2,163	-	-	-	-	-	-	365,963
Sewer Utility	239,400	-	-	-	-	-	-	-	239,400
Stormwater Management	116,200	-	-	-	-	-	-	-	116,200
Street Light System	33,600	-	-	-	-	-	-	-	33,600
Internal Service	-	-	2,053,000	-	-	-	-	-	2,053,000
Totals	$ 795,900	$ 2,163	$2,053,000	$ 1,830,000	$ 1,017,185	$ 2,494,517	$1,678,300	$ 829,300	$ 10,700,365

NOTE 3 DETAILED NOTES ON ALL FUNDS (Continued)

F. Long-term debt

The City issues General Obligation (G.O.) bonds to provide funds for street improvements, park improvements, and tax increment financing projects. Debt service is covered respectively by special assessments against benefited properties, tax abatements, and tax increments with any shortfalls being paid from general taxes.

General obligation bonds are direct obligations and pledge the full faith and credit of the City. The amounts are repaid from governmental activities.

General obligation bonds outstanding as of December 31, 2025 are as follows:

	Interest Rate	Issue Date	Final Maturity Date	Authorized and Issued	Principal Outstanding	**Due Within 1 Year**
Governmental Activities:						
G.O. Improvement Bonds:						
2019A Improvement Bonds	3.00%-5.00%	08/09/19	02/01/29	3,075,000	1,585,000	370,000
Total G.O. Improvement Bonds				3,075,000	1,585,000	370,000
G.O. Abatement Bonds:						
2021A Abatement Bonds	1.10%-4.00%	08/26/21	02/01/42	9,875,000	8,695,000	435,000
Total G.O Abatement Bonds				9,875,000	8,695,000	435,000
G.O. Tax Increment Bonds:						
2015B Tax Increment Bonds	3.00% - 4.00%	03/25/15	02/01/32	17,385,000	9,215,000	1,210,000
2016A Tax Increment Bonds	2.00% - 3.00%	01/05/16	02/01/33	8,705,000	7,985,000	875,000
Total Tax Increment Bonds				26,090,000	17,200,000	2,085,000
Total - General Obligation Bonds				$39,040,000	$27,480,000	$ 2,890,000

Annual debt service requirements to maturity for these issues are as follows:

	General Obligation Bonds								
Year Ending	Improvement			Abatement			Tax Increment		
December 31,	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total
2026	370,000	57,550	427,550	435,000	184,885	619,885	2,085,000	484,725	2,569,725
2027	390,000	38,550	428,550	445,000	167,285	612,285	2,115,000	421,725	2,536,725
2028	405,000	20,700	425,700	455,000	149,285	604,285	2,170,000	357,450	2,527,450
2029	420,000	6,300	426,300	465,000	130,885	595,885	2,225,000	291,525	2,516,525
2030	-	-	-	475,000	112,085	587,085	2,330,000	223,200	2,553,200
2031-2035	-	-	-	2,500,000	443,875	2,943,875	6,275,000	252,675	6,527,675
2036-2040	-	-	-	2,750,000	248,903	2,998,903	-	-	-
2041-2042	-	-	-	1,170,000	23,500	1,193,500	-	-	-
	1,585,000	123,100	1,708,100	8,695,000	1,460,703	10,155,703	17,200,000	2,031,300	19,231,300

NOTE 3 DETAILED NOTES ON ALL FUNDS (Continued)

F. Long-term debt (Continued)

Governmental activities:	Balance 1/1/2025	Additions	Deletions	Balance 12/31/2025	Due Within One Year
G.O. Bonded Debt:					
Improvement bonds	$ 1,940,000	$ -	$ 355,000	$ 1,585,000	$ 370,000
Abatement bonds	9,125,000	-	430,000	8,695,000	435,000
Tax increment bonds	19,145,000	-	1,945,000	17,200,000	2,085,000
Unamortized premium	1,291,759	-	158,764	1,132,995	-
Total bonds payable	31,501,759	-	2,888,764	28,612,995	2,890,000
Compensated absences net amount	1,593,963	45,815	-	1,639,778	1,060,808
Pollution remediation obligation	1,359,800	-	-	1,359,800	15,800
Net pension liability	5,811,285	-	592,162	5,219,123	-
Total OPEB liability	1,523,299	315,618	-	1,838,917	50,261
Total governmental activity long term liabilities	$ 41,790,106	$ 361,433	$ 3,480,926	$ 38,670,613	$ 4,016,869
Business-type activities:					
Compensated absences net amount	$ 158,053	$ 22,451	$ -	$ 180,504	$ 116,286
Net pension liability	575,423	-	72,241	503,182	-
Total OPEB liability	226,540	34,323	-	260,863	7,130
Total business-type activity long term liabilities	$ 960,016	$ 56,774	$ 72,241	$ 944,549	$ 123,416

Changes in long-term liabilities

Internal service funds predominantly serve the governmental funds. Accordingly, long-term liabilities totaling $1,639,778 for compensated absences are included as part of the totals for governmental activities. The changes in compensated absences liability is presented as a net change. For governmental activities, other post-employment benefits and pension liability are liquidated through the general fund.

Pollution remediation liability

One of the City's goals for the New Brighton Exchange redevelopment project (formerly known as Northwest Quadrant Redevelopment), located at the northwest quadrant of Interstate Highways 694 and 35W, is to voluntarily clean up environmental contamination from former industries, thereby making way for development and tax base growth. The 100 acre redevelopment area is split into two smaller project areas, the West Side and the East Side, based upon Old Highway 8 running north and south through the redevelopment area splitting the area in half.

NOTE 3 DETAILED NOTES ON ALL FUNDS (Continued)

F. Long-term debt (Continued)

Contamination in the West Side was caused by land owners and operators of a refinery, industrial solvent recycling, and gas station with leaking underground storage tanks. Contaminated soils were removed down to the water table and taken to an approved landfill. Only a portion of the northern point of the project area remains contaminated due to the refinery. Ashland Oil is the Responsible Party and conducted a remediation under the oversight of the Minnesota Pollution Control Agency (MPCA). Ashland was responsible for the costs involved in the remediation of the site. The estimated future liability related to this portion is not determinable, however the City will not bear any costs to conduct further remediation of this area as it will not be sold for redevelopment. Construction of Lion's Park in this area was completed in 2017.

On the East Side, a private dump operated on 20 acres. Low lying wetlands and depressions were filled in with construction and household debris. Organic material continues to decompose, emitting gases. The western edge of the dump material has been removed and consolidated, making room for viable use of this property for development. A special membrane has been laid over the remaining dump materials to collect the gases. Venting has been installed along the perimeter of the remaining dump and new buildings to intercept residual gases. Gas collection and venting systems have been, and will continue to be constructed beneath building structures under MPCA approved Response Action Plans.

The MPCA has approved detailed remediation plans prepared and implemented by the City and is in the process of approving others for the City's development partners. An environmental consultant has been used to assist the City with the preparation of these plans and the various studies that support them. The future estimated costs for further remediation and monitoring, as prepared by the environmental consultant, include approximately $1,800 for continued monitoring and environmental cleanup on the West Side and approximately $1,358,000 for future dump closure monitoring on the East Side. It shall be stressed these amounts are estimates and are subject to change due to requirements of the MPCA, proposed development, technology and bidding climate. There are no estimated recoveries anticipated to reduce these liabilities. The pollution remediation liability is liquidated through the tax increment districts fund.

G. Tax Increment Pay-As-You-Go Financing Revenue Notes

The City will enter into private development and redevelopment agreements to encourage a developer to construct, expand or improve new or existing properties and buildings or clean-up and redevelop blighted areas. The costs of these projects are financed using tax increment generated from established tax increment financing districts (pursuant to Minnesota Statutes, Sections 469.174 to 469.179).

NOTE 3 DETAILED NOTES ON ALL FUNDS (Continued)

G. Tax Increment Pay-As-You-Go Financing Revenue Notes (Continued)

As of December 31, 2025, the City has entered into three agreements considered Tax Increment Pay-As-You-Go Financing Revenue Notes under GASB 77. The agreements are not general obligations of the City and are payable solely from available tax increment. Each note will be cancelled at the end of the agreement term, whether it has been fully repaid or not. Accordingly, the amounts have not been included in long-term debt because the nature of the notes is that repayment is required only if sufficient tax increments are received. The City's position is that these are obligations to assign future and uncertain revenue sources and as such, is not actual debt in substance.

The three agreements were to assist the developer with the financing of certain costs of a project constructed within the Development District and are as follows:

- On July 23, 2019, The City entered into a TIF Assistance Agreement with New Brighton Leased Housing Associates III, LLLP to finance certain development costs related to the Brighton Oaks affordable multi-family housing development within TIF District #34. In August 2022, $1,600,000 in principal was issued. Semi-annual payments will be made at the lessor of the note payments or 90% of the actual tax increment received by the City since the previous payment date. The note will bear simple, non-compounding interest at the rate equal to 4.23% per annum on the Revenue Bonds. The outstanding principal balance as of December 31, 2025 for this agreement was $1,262,520.

- On December 22, 2020, The City entered into a TIF Assistance Agreement with New Brighton Leased Housing Associates II, LLLP to finance certain development costs related to the Oaks Landing senior housing development within TIF District #34. In August 2022, $2,100,000 in principal was issued, $1,632,000 for land and $468,000 towards site improvements. Semi-annual payments will be made at the lessor of the note payments or 90% of the actual tax increment received by the City since the previous payment date. The note will bear simple, non-compounding interest at the rate equal to the lesser of 4.75% per annum or the rate per annum on the Revenue Bonds. The outstanding principal balance as of December 31, 2025 for this agreement was $1,794,378.

- On October 12, 2021, The City entered into a TIF Assistance Agreement with 2299 Palmer LLC to finance certain development related to the Exchange Apartment Building development within TIF District #35. In September 2023, $3,968,962 in principal was issued, all used towards site improvements. Semi-annual payment will be made in an amount equal to 65% of the Tax Increment received by the City during the 6-month period preceding the payment date. The note shall bear simple, non-compounding interest at the rate equal to 3.7% per annum. The outstanding principal balance as of December 31, 2025 for this agreement was $3,968,962.

NOTE 3 DETAILED NOTES ON ALL FUNDS (Continued)

H. Conduit debt obligations

From time-to-time, the City has issued Industrial Revenue Bonds to provide financial assistance to private-sector entities for the acquisition and construction of industrial and commercial facilities deemed to be in the public interest. The bonds are secured by the property financed and are payable solely from payments received on the underlying mortgage loans. Upon repayment of the bonds, ownership of the acquired facilities transfers to the private-sector entity served by the bond issuance. Neither the City, the state, nor any political subdivision thereof is obligated in any manner for repayment of the bonds.

Accordingly, the bonds are not reported as liabilities in the accompanying financial statements.

As of December 31, 2025, the following series of Industrial Revenue Bonds were outstanding:

Project Name	Bonds Issued	Original Principal	12/31/25 Principal	Maturity Date
Brighton Oaks Multi-Family Housing	09/01/22	$ 19,776,000	$ 19,473,378	07/01/37
Oaks Landing Senior Multi-Family Housing	12/22/23	26,569,000	26,569,000	07/01/38

I. Lease Receivable

The City is the lessor for noncancelable leases for space above the water towers to several communication companies, leased space at the City Hall to the MN Chief of Police, and a lease agreement with Clear Channel Outdoor Inc. to maintain an outdoor advertising sign on the Community Center property. The City recognized lease receivable of $6,626,517 and Deferred Inflow of Resources of $6,626,517. Lease terms are as follows:

Lessee	Type	Lease Revenue	Lease Receivable	Annual Lease Adjustment Factor*	Renewal Options
AT&T	Water Tower space	$ 44,829	$ 316,049	4%	3 5-year terms
Verizon Wireless	Water Tower space	-	888,391	3%	3 5-year terms
Verizon (US West)	Water Tower space	34,460	603,776	4%	3 5-year terms
T-Mobile	Water Tower space	25,596	527,054	Greater of CPI or 4%	3 5-year terms
AT&T	Water Tower space	33,294	137,893	Greater of CPI or 4%	1 5-year terms
T-Mobile	Water Tower space	34,734	394,628	4%	3 5-year terms
T-Mobile	Water Tower space	43,800	857,094	4%	4 5 year terms
Dish	Water Tower space	37,440	694,334	4%	3 5-year terms
AT&T	Water Tower space	40,000	759,647	4%	3 5-year terms
Clear Channel	Outdoor Advertising	102,197	1,356,536	3%	20 year term
Ramsey County - WIC	NBCC space	12,883	85,314	3%	5 year term
MN Chiefs of Police Assoc.	City Hall space	14,040	5,801	n/a	n/a

* Amounts for future lease receipts are unavailable because they are based on the Consumer Price Index.

NOTE 3 DETAILED NOTES ON ALL FUNDS (Continued)

I. Lease Receivable (Continued)

Future lease payments for the lessors above are as follows:

Year Ending	Water Tower Space				Outdoor Advertising			
December 31,	Principal	Interest	Total	Balance	Principal	Interest	Total	Balance
				$5,178,866				$1,356,536
2026	150,328	200,460	350,788	5,028,538	68,655	39,766	108,421	1,287,881
2027	170,905	193,814	364,719	4,857,633	74,041	37,633	111,674	1,213,840
2028	192,899	186,513	379,412	4,664,734	79,689	35,336	115,025	1,134,151
2029	216,391	178,198	394,589	4,448,343	85,611	32,864	118,475	1,048,540
2030	199,448	170,418	369,866	4,248,895	91,818	30,211	122,029	956,722
2031-2035	1,178,876	713,053	1,891,929	3,070,019	563,029	104,275	667,304	393,693
2036-2040	1,474,927	446,963	1,921,890	1,595,092	393,693	17,170	410,863	-
2041-2045	1,595,092	119,327	1,714,419	-	-	-	-	-

Year Ending	Facility Space			
December 31,	Principal	Interest	Total	Balance
				$ 91,115
2026	23,141	2,371	25,512	67,974
2027	18,464	1,789	20,253	49,510
2028	19,642	1,219	20,861	29,868
2029	20,873	613	21,486	8,995
2030	8,995	68	9,063	-

NOTE 3 DETAILED NOTES ON ALL FUNDS (Continued)

J. Fund Balance

At December 31, 2025, a summary of the governmental fund balance classifications are as follows:

	General Fund	Water Treatment Plant No. 1	Municipal Development	Tax Increments Districts	Park Improvements	Street Improvements	G.O. Improvement Debt Service	Nonmajor Governmental Funds	Total Governmental Funds
Nonspendable:									
Prepaid items	$ 38,536	$ -	$ -	$ -	$ 46,446	$ -	$ -	$ -	$ 84,982
Total nonspendable	38,536	-	-	-	46,446	-	-	-	84,982
Restricted for:									
Affordable Housing	-	-	-	-	-	-	-	521,226	521,226
DUI and drug forfeitures	67,809	-	-	-	-	-	-	-	67,809
Public Safety	865,260	-	-	-	-	-	-	-	865,260
Parks and Recreation	23,913	-	-	-	-	-	-	-	23,913
Water Treatment	-	354,465	-	-	-	-	-	-	354,465
Debt service	-	-	-	-	-	-	1,525,107	-	1,525,107
Tax increment	-	-	-	2,258,617	-	-	-	-	2,258,617
Total restricted	956,982	354,465	-	2,258,617	-	-	1,525,107	521,226	5,616,397
Committed to:									
Municipal development	-	-	30,110,037	-	-	-	-	-	30,110,037
Debt service	-	-	-	-	-	-	-	4,958,107	4,958,107
Park improvements	10,956	-	-	-	476,056	-	-	-	487,012
Public Safety	34,359	-	-	-	-	-	-	-	34,359
Community Events	35,000	-	-	-	-	-	-	-	35,000
Total committed	80,315	-	30,110,037	-	476,056	-	-	4,958,107	35,624,515
Assigned to:									
Community reinvestment	1,300	-	-	-	-	-	-	6,877,038	6,878,338
Public Safety	14,646	-	-	-	-	-	-	-	14,646
Parks and Recreation	1,195	-	-	-	-	-	-	-	1,195
Employee Wellness	11,355	-	-	-	-	-	-	-	11,355
Capital projects	94,333	-	-	-	-	2,304,017	-	-	2,398,350
Total assigned	122,829	-	-	-	-	2,304,017	-	6,877,038	9,303,884
Unassigned	10,879,384	-	-	(18,355,208)	-	-	-	-	(7,475,824)
Total Fund Balance	$ 12,078,046	$ 354,465	$ 30,110,037	$ (16,096,591)	$ 522,502	$ 2,304,017	$ 1,525,107	$ 12,356,371	$ 43,153,954

NOTE 4 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS

The City participates in various pension plans. Total pension expense for the year ended December 31, 2025 was $445,912. The components of pension expense are noted in the following plan summaries.

The General Fund, Water Utility Fund, Sewer Utility Fund, and Stormwater Management Fund typically liquidate the liability related to pensions.

A. Public Employee's Retirement Association

1. Defined benefit pension plan - statewide

   a. Plan Description

   The City of New Brighton participates in the following cost-sharing multiple-employer defined benefit pension plans administered by the Public Employees Retirement Association of Minnesota (PERA). PERA's defined benefit pension plans are established and administered in accordance with Minnesota Statutes Chapters 353, 353D, 353E, 353G, and 356. Minnesota Statutes chapter 356 defines each plan's financial reporting requirements. PERA's defined benefit pension plans are tax qualified plans under Section 401 (a) of the Internal Revenue Code.

   i. General Employees Retirement Plan

   Membership in the General Plan includes employees of counties, cities, townships, schools in non-certified positions, and other governmental entities whose revenues are derived from taxation, fees, or assessments. Plan membership is required for any employee who is expected to earn more than $425 in a month, unless the employee meets exclusion criteria.

   ii. Public Employees Police and Fire Plan

   Membership in the Police & Fire Plan includes full-time, licensed police officers and firefighters who meet the membership criteria defined in Minnesota Statutes section 353.64 and who are not earning service credit in any other PERA retirement plan or a local relief association for the same service. Employers can provide Police & Fire Plan coverage for part-time positions and certain other public safety positions by submitting a resolution adopted by the entity's governing body. The resolution must state that the position meets plan requirements.

NOTE 4 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (Continued)

A. Public Employee's Retirement Association (Continued)

1. Defined benefit pension plan – statewide (Continued)

b. Benefits Provided

PERA provides retirement, disability, and death benefits. Benefit provisions are established by state statute and can only be modified by the state Legislature. Vested, terminated employees who are entitled to benefits, but are not receiving them yet, are bound by the provisions in effect at the time they last terminated their public service. When a member is "vested," they have earned enough service credit to receive a lifetime monthly benefit after leaving public service and reaching an eligible retirement age. Members who retire at or over their Social Security full retirement age with at least one year of service qualify for a retirement benefit.

i. General Employees Retirement Plan Benefits

General Employees Plan requires three years of service to vest. Benefits are based on a member's highest average salary for any five successive years of allowable service, age, and years of credit at termination of service. Two methods are used to compute benefits for General Plan members. Members hired prior to July 1, 1989, receive the higher of the Step or Level formulas. Only the Level formula is used for members hired after June 30, 1989. Under the Step formula, General Plan members receive 1.2% of the highest average salary for each of the first 10 years of service and 1.7% for each additional year. Under the Level formula, General Plan members receive 1.7% of highest average salary for all years of service. For members hired prior to July 1, 1989 a full retirement benefit is available when age plus years of service equal 90 and normal retirement age is 65. Members can receive a reduced requirement benefit as early as age 55 if they have three or more years of service. Early retirement benefits are reduced by .25% for each month under age 65. Members with 30 or more years of service can retire at any age with a reduction of .25% for each month the member is younger than 62. The Level formula allows General Plan members to receive a full retirement benefit at age 65 if they were first hired before July 1, 1989 or at age 66 if they were hired on or after July 1, 1989. Early retirement begins at age 55 with an actuarial reduction applied to the benefit.

Benefit increases are provided to benefit recipients each January. The postretirement increase is equal to 50% of the cost-of-living adjustment (COLA) announced by the SSA, with a minimum increase of at least 1% and a maximum of 1.5%. The 2025 annual increase was 1.25%. Recipients that have been receiving the annuity or benefit for at least a full year as of the June 30 before the effective date of the increase will receive the full increase. Recipients receiving the annuity or benefit for at least one month but less than a full year as of the June 30 before the effective date of the increase will receive a prorated increase.

NOTE 4 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (Continued)

A. Public Employee's Retirement Association (Continued)

1. Defined benefit pension plan – statewide (Continued)

   b. Benefits Provided (Continued)

      ii. Public Employees Police and Fire Plan Benefits

      Benefits for Police and Fire Plan members hired before July 1, 2010, are vested after three years of service. Members hired on or after July 1, 2010, are 50% vested after five years of service and 100% vested after ten years. After five years, vesting increase by 10% each full year of service until members are 100% vested after ten years. Police and Fire Plan members receive 3% of highest average salary for all years of service. Police and Fire Plan members receive a full retirement benefit when they are age 55 and vested, or when their age plus their years of service equals 90 or greater if they were first hired before July 1, 1989. Early retirement starts at age 50, and early retirement benefits are reduced by 0.417% each month members are younger than age 55.

      Benefit increases are provided to benefit recipients each January. The postretirement increase is fixed at 1%. Recipients that have been receiving the annuity or benefit for at least 36 months as of the June 30 before the effective date of the increase will receive the full increase. Recipients receiving the annuity or benefit for at least 25 months but less than 36 months as of the June 30 before the effective date of the increase will receive a prorated increase.

   c. Contributions

      Minnesota Statutes Chapter 353, 353E, 353G, and 356 set the rates for employer and employee contributions. Contribution rates can only be modified by the state Legislature.

      i. General Employees Retirement Fund Contributions
      General Plan members were required to contribute 6.50 percent of their annual covered salary in fiscal year 2025 and the City was required to contribute 7.50 percent for General Plan members. The City's contributions to the General Employees Fund for the year ended December 31, 2025, were $586,788. The City's contributions were equal to the required contributions as set by state statute.

NOTE 4 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (Continued)

A. Public Employee's Retirement Association (Continued)

1. Defined benefit pension plan – statewide (Continued)

ii. Public Employees Police and Fire Fund Contributions

Police and Fire members were required to contribute 11.80% of their annual covered salary in fiscal year 2025 and the City was required to contribute 17.70% for Police and Fire members. The City's contributions to the Police and Fire Fund for the year ended December 31, 2025, were $696,036. The City's contributions were equal to the required contributions as set by state statute.

d. Pension Costs

i. General Employees Retirement Fund Pension Costs

At December 31, 2025, the City of New Brighton reported a liability of $2,774,486 for its proportionate share of the General Employees Fund's net pension liability. The City's net pension liability reflected a reduction due to the State of Minnesota's contribution of $16 million.

The State of Minnesota is considered a non-employer contributing entity and the State's contribution meets the definition of a special funding situation. The State of Minnesota's proportionate share of the net pension liability associated with the City totaled $66,929.

The net pension liability was measured as of June 30, 2025 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City of New Brighton's proportionate share of the net pension liability was based on the City of New Brighton's contributions received by PERA during the measurement period for employer payroll paid dates from July 1, 2024, through June 30, 2025, relative to the total employer contributions received from all of PERA's participating employers. At June 30, 2025, the City of New Brighton's proportionate share was .0837% at the end of the measurement period and .0833% for the beginning of the period.

City's proportionate share of the net pension liability	$ 2,774,486
State of Minnesota's proportionate share of the net pension liability associated with the City	66,929
Total	$ 2,841,415

NOTE 4 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (Continued)

A. Public Employee's Retirement Association (Continued)

1. Defined benefit pension plan – statewide (Continued)

d. Pension Costs (Continued)

i. General Employees Retirement Fund Pension Costs (Continued)
For the year ended December 31, 2025, the City of New Brighton recognized pension expense of $24,467 for its proportionate share of the General Employees Fund's pension expense. Included in this amount, the City of New Brighton also recognized $2,321 for the year ended December 31, 2025, as pension expense (and grant revenue) for its proportionate share of the State of Minnesota's on-behalf contribution of $16 million to the General Employees Fund.

At December 31, 2025, the City of New Brighton reported its proportionate share of the General Employees Fund's deferred outflows of resources and deferred inflows of resources, related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual economic experience	$ 264,118	$ -
Changes in actuarial assumptions	66,849	642,283
Net collective difference between projected and actual investment earnings	-	1,124,980
Change in proportion	93,408	39,664
Contributions paid to PERA subsequent to the measurement date	293,394	-
Total	$ 717,769	$ 1,806,927

NOTE 4 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (Continued)

A. Public Employee's Retirement Association (Continued)

1. Defined benefit pension plan – statewide (Continued)

d. Pension Costs (Continued)

i. General Employees Retirement Fund Pension Costs (Continued)

The $293,394 reported as deferred outflows of resources related to pensions resulting from City of New Brighton contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended December 31, 2026. Other amounts reported as deferred outflows and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended December 31:		Pension Expense Amount
2026	$	272,618
2027		537,763
2028		374,957
2029		197,214
Total	$	1,382,552

ii. Public Employee Police and Fire Fund Pension Costs

At December 31, 2025, the City of New Brighton reported a liability of $2,947,819 for its proportionate share of the Police and Fire Fund's net pension liability. The net pension liability was measured as of June 30, 2025, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City of New Brighton's proportionate share of the net pension liability was based on the City of New Brighton's contributions received by PERA during the measurement period for employer payroll paid dates from July 1, 2024, through June 30, 2025, relative to the total employer contributions received from all of PERA's participating employers. At June 30, 2025, the City of New Brighton's proportionate share was .2516% at the end of the measurement period and .2514% for the beginning of the period.

NOTE 4 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (Continued)

A. Public Employee's Retirement Association (Continued)

1. Defined benefit pension plan – statewide (Continued)

d. Pension Costs (Continued)

ii. Public Employee Police and Fire Fund Pension Costs (continued)

The State of Minnesota contributed $18 million to the Police and Fire Fund in the plan fiscal year ended June 30, 2025. The contribution consisted of $9 million in direct state aid that meets the definition of a special funding situation and $9 million in supplemental state aid that does not meet the definition of a special funding situation. The $9 million direct state aid was paid on October 1, 2024. The direct state aid payment will increase by $17.7 million which was paid on October 1, 2025. Thereafter, by October 1 of each year, the state will pay $26.7 million to the Police and Fire Fund until the fund is 110% funded for a minimum of three consecutive years (on an actuarial value of assets basis). The $9 million in supplemental state aid will continue until the fund and the State Patrol Plan (administered by the Minnesota State Retirement System) are 100% funded for three consecutive years (on an actuarial value of assets basis). The State of Minnesota's proportionate share of the net pension liability associated with the City totaled $102,186.

City's proportionate share of the net pension liability	$ 2,947,819
State of Minnesota's proportionate share of the net pension liability associated with the City	102,186
Total	$ 3,050,005

NOTE 4 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (Continued)

A. Public Employee's Retirement Association (Continued)

1. Defined benefit pension plan – statewide (Continued)

d. Pension Costs (Continued)

ii. Public Employee Police and Fire Fund Pension Costs (Continued)

For the year ended December 31, 2025, the City recognized pension expense of $686,362 for its proportionate share of the Police and Fire Plan's pension expense. The City recognized $14,703 as grant revenue and pension expense for its proportionate share of the State of Minnesota's pension expense for the contribution of $9 million to the Police and Fire Fund special funding situation.

The State of Minnesota is not included as a non-employer contributing entity in the Police and Fire Pension Plan pension allocation schedules for the $9 million in supplemental state aid because this contribution was not considered to meet the definition of a special funding situation. The City recognized $22,643 for the year ended December 31, 2025 as revenue and an offsetting reduction of net pension liability for its proportionate share of the State of Minnesota's on-behalf contributions to the Police and Fire Fund.

At December 31, 2025, the City of New Brighton reported its proportionate share of the Police and Fire Fund's deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual economic experience	$ 1,358,604	$ -
Changes in actuarial assumptions	2,178,932	3,712,435
Net collective difference between projected and actual investment earnings	-	1,346,738
Change in proportion	260,688	74,339
Contributions paid to PERA subsequent to the measurement date	348,018	-
Total	$ 4,146,242	$ 5,133,512

NOTE 4 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (Continued)

A. Public Employee's Retirement Association (Continued)

1. Defined benefit pension plan – statewide (Continued)

d. Pension Costs (Continued)

The $348,018 reported as deferred outflows of resources related to pensions resulting from City of New Brighton contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended December 31, 2026. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended December 31:		Pension Expense Amount
2026	$	676,811
2027		(638,790)
2028		(1,366,122)
2029		(84,726)
2030		77,539
Total	$	(1,335,288)

b. Long-Term Expected Return on Investment

The State Board of Investment, which manages the investments of PERA, prepares an analysis of the reasonableness on a regular basis of the long-term expected rate of return using a building-block method in which best-estimate ranges of expected future rates of return are developed for each major asset class. These ranges are combined to produce an expected long-term rate of return by weighting the expected future rates of return by the target asset allocation percentages. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	**Target Allocation**	**Long-Term Expected Real Rate of Return**
Domestic Equity	33.5%	5.10%
International Equity	16.5%	5.30%
Fixed Income	25.0%	0.75%
Private Markets	25.0%	5.90%
Total	100%	

NOTE 4 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (Continued)

A. Public Employee's Retirement Association (Continued)

1. Defined benefit pension plan – statewide (Continued)

   c. Actuarial Assumptions

   The total pension liability for each of the cost-sharing defined benefit plans was determined by an actuarial valuation as of June 30, 2025, using the entry age normal actuarial cost method. The long-term rate of return on pension plan investments used to determine the total liability is 7%. The 7% assumption is based on a review of inflation and investment return assumptions from a number of national investment consulting firms. The review provided a range of investment return rates considered reasonable by the actuary. An investment return of 7% is within that range. Inflation is assumed to be 2.25% for the General Employees Plan and Police & Fire Plan,. Benefit increases after retirement are assumed to be 1.50% for the General Employees Plan, and 1% for the Police & Fire Plan,

   Salary growth assumptions in the General Employees Plan range in annual increments from 11.5% after one year of service to 3% after 27 years of service. In the Police & Fire Plan, salary growth assumptions range in annual increments from 10.75% after one year of service to 3% after 23 years of service.

   Mortality rates for the General Employees Plan are based on the Pub-2010 General Employee Mortality Table. Mortality rates for the Police & Fire Plan and the Correctional Plan are based on the Pub-2010 Public Safety Employee Mortality tables. The tables are adjusted slightly to fit PERA's experience.

   Actuarial assumptions for the General Employees Plan are reviewed every four years. The General Employees Plan was last reviewed in 2022. The assumption changes were adopted by the board and became effective with the July 1, 2023 actuarial valuation. The Police & Fire Plan was reviewed in 2024. The assumption changes were adopted by the board and became effective with the July 1, 2025 actuarial valuation.

   The following changes in actuarial assumptions and plan provisions occurred in 2025:

NOTE 4 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (Continued)

A. Public Employee's Retirement Association (Continued)

1. Defined benefit pension plan – statewide (Continued)

   c. Actuarial Assumptions (continued)

   General Employees Fund
   Changes in Actuarial Assumptions:

- The combined service annuity loading factors increased from 15% to 19% for vested terminated members and from 3% to 44% for non-vested, terminated members.
- The assumed post-retirement benefit increase changed from 1.25% to 1.5%.

   Changes in Plan Provisions:

- The post-retirement benefit increase formula changed to 100% of the Social Security annual increase, between 1% and 1.75% , beginning January 1, 2026. If the funded ratio (on a market value of assets basis) is less than 85% for the last two consecutive annual valuations or is less than 80% in the most recent actuarial valuation, the maximum is reduced to 1.5%. Previously, the benefit increase was 50% of the Social Security annual increase, between 1% and 1.5%.
- The 1% additional employer contribution is eliminated when the plan reaches 98% funded status (on an actuarial value of assets basis); this contribution was previously scheduled to stop when the plan reached 100% funded status.

   Police and Fire Fund
   Changes in Actuarial Assumptions:

- Assumed rates of salary increases were reduced slightly.
- Assumed rates of retirement were adjusted, resulting in an overall increase in unreduced (full) retirements and an overall increase in reduced (early) retirements.
- Assumed rates of withdrawal were modified; the new rates will increase predicted terminations, especially in the first few years of employment.
- Assumed rates of disabled retirement were significantly increased, especially for ages over age 30.
- Continued used of Pub-2010 Public Safety Mortality Table with rates adjusted to better fit observed experience.
- Percent married assumption for female retirees lowered from 70% to 65%.
- Minor changes were made to form of payment assumptions for retirees.
- Minor changes were made to assumptions made with respect to missing participant data.
- The combined service annuity load changed from 33% to 13% for vested, terminated members and from 2% to 38% for non-vested, terminated members.

NOTE 4 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (Continued)

A. Public Employee's Retirement Association (Continued)

Changes in Plan Provisions:

- The period of time needed for benefit recipients to receive their first benefit increase was reduced by one year (from 36 months to 24 months for a full increase).
- The January 1, 2026 benefit increase changed from 1% to 3%; subsequent January 1 increases will be 1%.
- The threshold to end the $9 million annual state aid contribution changed from the earlier of July 1, 2048 or 90% funded for both PERA Police & Fire and MSRS State Patrol for three consecutive years to 100% funded for both PERA Police & Fire and MSRS State Patrol for three consecutive years (on an actuarial value of assets basis).
- The threshold to end the additional $9 million annual state aid contribution changed from the earlier of July 1, 20248 or 100% funded for a minimum of three consecutive years to 110% funded for a minimum of three consecutive years (on an actuarial value of assets basis).
- An additional $17.7 million in direct state aid will be paid annually each October 1 beginning October 1, 2025 through June 30, 2048.
- Join and survivor actuarial equivalent factors were updated to reflect changes in assumptions.

f. Discount Rate

The discount rate used to measure the total pension liability in 2025 was 7.0%. The projection of cash flows used to determine the discount rate assumed that contributions from Plan members and employers will be made at rates set in Minnesota Statutes. Based on these assumptions, the fiduciary net positions of the General Employees Fund and Police and Fire were projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

g. Pension Liability Sensitivity

The following presents the City's proportionate share of the net pension liability for all plans it participates in, calculated using the discount rate disclosed in the preceding paragraph, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate one percentage point lower or one percentage point higher than the current discount rate:

Sensitivity of Net Pension Liability (Asset) at Current Single Discount Rate (in thousands)

	General Employees Fund		Police and Fire Fund	
1% Higher	8.00%	(441,457)	8.00%	(974,106)
Current Discount Rate	7.00%	2,774,486	7.00%	2,947,819
1% Lower	6.00%	6,738,787	6.00%	7,723,910

NOTE 4 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (Continued)

A. Public Employee's Retirement Association (Continued)

1. Defined benefit pension plan – statewide (Continued)

   h. Pension Plan Fiduciary Net Position

   Detailed information about each pension plan's fiduciary net position is available in a separately-issued PERA financial report that includes financial statements and required supplementary information. That report may be obtained on the Internet at www.mnpera.org.

2. Defined contribution pension plan – statewide

   Two council members of the City of New Brighton are covered by the Defined Contribution Plan administered by the Public Employees Retirement Association of Minnesota (PERA). The Defined Contribution Plan is a tax qualified plan under Section 401(a) of the Internal Revenue Code and all contributions by or on behalf of employees are tax deferred until time of withdrawal.

   Plan benefits depend solely on amounts contributed to the plan plus investment earnings, less administrative expenses. *Minnesota Statutes*, Chapter 353D and 356, specifies plan provisions, including the employee and employer contribution rates for those qualified personnel who elect to participate. An eligible elected official who decides to participate contributes five percent of salary which is matched by the elected official's employer. For ambulance service personnel, employer contributions are determined by the employer, and for salaried employees contributions must be a fixed percentage of salary. Employer contributions for volunteer personnel may be a unit value for each call or period of alert duty. Employees who are paid for their services may elect to make member contributions in an amount not to exceed the employer share. Employer and employee contributions are combined and used to purchase shares in one or more of the seven accounts of the Minnesota Supplemental Investment Fund. For administering the plan, PERA receives two percent of employer contributions and twenty-five hundredths of one percent (0.25 percent) of the assets in each member's account annually.

   Total contributions made by the City during fiscal year 2025 were:

Contribution Amount		Percentage of Covered Payroll		
Employee	Employer	Employee	Employer	Required Rate
$ 700	$ 700	5%	5%	5%

NOTE 4 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (Continued)

B. Defined Benefit Pension Plan – Volunteer Firefighter's Relief Association

The New Brighton Fire Department joined the Statewide Volunteer Fire Plan administered by PERA January 1, 2025. This plan reports one year behind making the information not yet available.

1. Plan Description

   The City of New Brighton Firefighter's Relief Association is the administrator of a single employer defined benefit pension plan established to provide benefits for members of the City of New Brighton Fire Department per Minnesota State Statutes.

   The Association issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing to City of New Brighton Firefighter's Association, 803 Old Highway 8 NW, New Brighton, Minnesota 55112.

2. Benefits Provided

   Volunteer firefighters of the City are members of the City of New Brighton's Fire Fighter's Relief Association. Full retirement benefits are payable to members who have reached age 50 and have completed 20 years of service. Partial benefits are payable to members who have reached 50 and have completed at least 10 years of service. Disability benefits and survivor benefits are also payable to members or their beneficiaries based upon requirements set forth in the bylaws. These benefit provisions and all other requirements are consistent with enabling state statutes.

3. Employees Covered by Benefit Terms

   At December 31, 2022, the following employees were covered by the benefit terms:

Inactive employees entitled to but not yet receiving benefits	1
Active members	41
Total	42

4. Contributions

   Minnesota Statutes Chapter 424A.092 specifies minimum support rates required on an annual basis. The minimum support rates from the municipality and from State aids are determined as the amount required to meet the normal cost plus amortizing any existing prior service costs over a ten year period. The City's obligation is the financial requirement for the year less state aids. Any additional payments by the City shall be used to amortize the unfunded liability of the relief association. The Association is comprised of volunteers: therefore, there are no payroll expenditures (i.e. there are no covered payroll percentage calculations). During the year, the City recognized as revenue and as an expenditure on behalf payment of $199,357 made by the State of Minnesota for the Relief Association.

NOTE 4 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (Continued)

B. Defined Benefit Pension Plan – Volunteer Firefighter's Relief Association (Continued)

5. Net Pension Liability

   The City's net pension liability was measured as of December 31, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

6. Actuarial assumptions

   The total pension liability in the December 31, 2022 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.50%	
Salary increase	N/A	
Investment rate of return	6.75%	net of pensions plan investment expense: including inflation

The value of death benefits is similar to the value of the retirement pension. Because of low retirement ages, the plan assumes no pre-retirement mortality. Post-retirement mortality does not apply as the benefit structure and form of payment do not reflect lifetime benefits.

The long-term return on assets has been set based on the plan's target investment allocation along with long-term return expectations by asset class. When there is sufficient historical evidence of market outperformance, historical average returns may be considered. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocation as of the measurement date are summarized in the following table.

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Fixed income	30.23%	2.30%
Domestic Equity	66.75%	4.91%
International Equity	-	5.32%
Real Estate and Alternative	-	3.79%
Cash and Equivalents	3.02%	0.77%
Total (weighted Ave, rounded ¼%)	100%	6.75%

NOTE 4 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (Continued)

B. Defined Benefit Pension Plan – Volunteer Firefighter's Relief Association (Continued)

7. Discount rate

The discount rate used to measure the total pension liability was 6.75%. Assets were projected using expected benefit payments and expected asset returns. Expected benefit payments by year were discounted using the expected asset return assumption for years in which the assets were sufficient to pay all benefit payments. Any remaining benefit payments after the trust fund is exhausted are discounted at the municipal bond rate. The equivalent single rate is the discount rate.

8. Changes in the Net Pension Liability

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (c) = (a) - (b)
Balance at previous fiscal year end	$ 3,750,037	$ 5,934,140	$(2,184,103)
Changes for the year:			
Service cost	167,486	-	167,486
Interest	250,549	-	250,549
Contributions - State and local	-	199,357	(199,357)
Net investment income	-	995,919	(995,919)
Benefit payments	(411,375)	(411,375)	-
Net changes	6,660	783,901	(777,241)
Balance at December 31, 2024	$ 3,756,697	$ 6,718,041	$(2,961,344)

NOTE 4 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (Continued)

B. Defined Benefit Pension Plan – Volunteer Firefighter's Relief Association (Continued)

8. Changes in the Net Pension Liability (Continued)

   Sensitivity of the net pension liability to changes in the discount rate:

   The following presents the net pension liability of the City, calculated using the discount rate of 6.75%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.75%) or 1-percentage-point higher (7.75%) than the current rate:

	1% Decrease (5.75%)	Current Discount Rate 6.75%	1% Increase (7.75%)
Fire Relief Net Pension Liability	$ (2,828,856)	$ (2,961,344)	$ (3,089,069)

9. Pension plan fiduciary net position

   Detailed information about the pension plan's fiduciary net position is available in the separately issued relief association financial report.

10. Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

    For the year ended December 31, 2024, the City recognized pension expense of ($190,233). At December 31, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resouces	Deferred Inflows of Resources
Differences between expected and actual experience	$ -	$ 275,841
Changes of assumptions	85,496	127,614
Net difference between projected and actual earnings on pension plan investments	-	420,583
Contribtions paid subsequent to the measurement date	229,090	-
Total	$ 314,586	$ 824,038

NOTE 4 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (Continued)

B. Defined Benefit Pension Plan – Volunteer Firefighter's Relief Association (Continued)

10. Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (Continued)

The $229,090 reported as deferred outflows of resources related to pensions resulting from City of New Brighton contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended December 31, 2026. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended:	Total
2025	(104,199)
2026	(17,190)
2027	(296,711)
2028	(161,451)
2029	(37,008)
Thereafter	(121,983)
Total	$ (738,542)

NOTE 5 OTHER POST EMPLOYMENT BENEFITS

Post-Employment Health Care Plan

Plan Description
The City's defined benefit OPEB plan provides a single employer defined benefit health care plan to eligible retirees. The plan offers medical coverage. Medical coverage is administered by Sourcewell and coverage is provided by HealthPartners. It is the City's policy to periodically review its medical coverage and to obtain requests for proposals in order to provide the most favorable benefits and premiums for City employees and retirees. No assets are accumulated in a trust.

Benefits Provided
At retirement, employees of the City receiving a retirement or disability benefit, or eligible to receive a benefit, from a Minnesota public pension plan may continue to participate in the City's group medical insurance plan.

NOTE 5 OTHER POST EMPLOYMENT BENEFITS (Continued)

Post-Employment Health Care Plan (Continued)

Contributions
Retirees contribute to the health care plan at the same rate as City employees. This results in the retirees receiving an implicit rate subsidy. Contribution requirements are established by the City, based on the contract terms with Health Partners.

For the year 2025, the City contributed $0 to the plan.

All current public safety officers disabled in the line of duty receive a direct rate subsidy. The City contributes the lesser of the premium or the City's contribution amount as agreed upon in the Union contract. For the year 2025, the City contributed $44,184 to the plan.

Members
As of December 31, 2024, the following were covered by the benefit terms:

Active employees electing coverage	80
Active employees waiving coverage	28
Retirees electing coverage	3
Total	111

Actuarial Assumptions
The total OPEB liability was determined by an actuarial valuation as of December 31, 2025, using the following actuarial assumptions, applied to all periods including the measurement, unless otherwise specified:

Investment rate of return	N/A
Inflation	2.50%

Healthcare cost trend increases 12% for FY2025, gradually decreasing over several decades to an ultimate rate of 3.9% in FY2075 and later years

Mortality assumptions were based on the Pub-2010 General mortality tables with projected mortality improvements based on scale MP-2021, and other adjustments.

The actuarial assumptions used in the December 31, 2025 valuation were based on the results of an actuarial experience study for the period January 1, 2024 – December 31, 2024.

The discount rate used to measure the total OPEB liability was 4.08% based on updated 20-year municipal bond rates.

Total OPEB Liability
The City's total OPEB liability of $2,099,780 was measured as of December 31, 2024 and was determined by an actuarial valuation as of December 31, 2025.

NOTE 5 OTHER POST EMPLOYMENT BENEFITS (Continued)

Post-Employment Health Care Plan (Continued)

Total OPEB Liability (Continued)

Changes in the total OPEB liability are as follows:

	Total OPEB Liability
Balance at January 1, 2025	$ 1,749,839
Changes for the year	
Service cost	96,668
Interest	68,442
Differences between expected and actual economic experience	241,756
Changes of assumptions	5,212
Benefit payments	(62,137)
Net changes	349,941
Balance at December 31, 2025	$ 2,099,780

The following changes in actuarial assumptions and plan provisions occurred since the last valuation:

Changes in Actuarial Assumptions:

- The discount rate was changed from 3.77% to 4.08% based on updated 20-year municipal bond rates.

The General Fund, Water Utility Fund, Sewer Utility Fund and Stormwater Management Fund typically liquidate the liability related to OPEB.

NOTE 5 OTHER POST EMPLOYMENT BENEFITS (Continued)

Post-Employment Health Care Plan (Continued)

OPEB Liability Sensitivity

The following presents the City's total OPEB liability calculated using the discount rate of 4.08% as well as the liability measured using 1% lower and 1% higher than the current discount rate.

	1% Decrease (3.08%)	Current Discount Rate (4.08%)	1% Increase (5.08%)
Total OPEB Liability	$ 2,308,195	$ 2,099,780	$ 1,912,306

The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1% lower and 1% higher than the current healthcare cost trend rates.

	1% Decrease (11.0% decreasing to 2.90%)	Current Trend Rate (12.0% decreasing to 3.90%)	1% Increase (13.0% decreasing to 4.90%)
Total OPEB Liability	$ 1,860,842	$ 2,099,780	$ 2,378,818

NOTE 5 OTHER POST EMPLOYMENT BENEFITS (Continued)

Post-Employment Health Care Plan (Continued)

OPEB Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB.

For the year ended December 31, 2025, the City recognized OPEB expense of $166,857. At December 31, 2025, the City reported deferred inflows of resources and deferred outflows of resources related to OPEB from the following sources:

	Deferred Outflow of Resources	Deferred Inflow of Resources
Difference between expected and actual liability	$ 671,232	$ 120,787
Change in assumptions	116,228	382,314
Total	$ 787,460	$ 503,101

Other amounts reported as deferred outflows and inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ending December 31,	Total
2026	$ 28,817
2027	85,685
2028	84,282
2029	84,282
2030	(38,424)
Thereafter	39,716
Total	$284,358

NOTE 6 OTHER INFORMATION

A. Risk Management

The City is exposed to various risks of loss related to torts: theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters.

Workers' compensation coverage is provided through a pooled self-insurance program through the League of Minnesota Cities Insurance Trust (LMCIT). The City pays an annual premium to LMCIT. The City is subject to supplemental assessments if deemed necessary by the LMCIT. The LMCIT reinsures through Workers' Compensation Reinsurance Association (WCRA) as required by law. For workers' compensation, the City has a $50,000 deductible. The City's workers' compensation coverage is retrospectively rated. With this type of coverage, final premiums are determined after loss experience is known. The amount of premium adjustment, if any, is considered immaterial and not recorded until received or paid.

Comprehensive general liability, comprehensive automotive liability, and property/casualty insurance are provided through a pooled self-insurance program through the LMCIT up to the maximum of $2,000,000. The City pays an annual premium to the LMCIT. The City is subject to supplemental assessments if deemed necessary by the LMCIT. The LMCIT reinsures through commercial companies for claims in excess of various amounts. The City retains the risk of the first $100,000 of each occurrence with an annual maximum exposure of $200,000. These amounts are considered immaterial to the financial statements.

The City continues to carry commercial insurance for all other risks of loss, including employee health and disability insurance. There were no significant reductions in insurance from the previous year or settlements in excess of insurance coverage for any of the past three fiscal years.

Liabilities include an amount for claims that have been incurred but not reported (IBNRs). The result of the process to estimate the claims liability is not an exact amount as it depends on many complex factors, such as inflation, changes in legal doctrines, and damage awards. Accordingly, claims are reevaluated periodically to consider the effects of inflation, recent claim settlement trends (including frequency and amount of pay-outs), and other economic and social factors. The estimate of the claims liability also includes amounts for incremental claim adjustment expenses related to specific claims and other claim adjustment expenses regardless of whether allocated to specific claims.

The claims liability of $123,918 for workers compensation and $140,082 for property casualty reported in the Risk Management Fund at December 31, 2025 are based on the requirements of Government Accounting Standards Board Statement No. 10. This statement requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates it is probably that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated (IBNR).

NOTE 6 OTHER INFORMATION (Continued)

A. Risk Management (Continued)

Changes in the fund's claims liability amount are shown in the following table:

	Beginning of Fiscal Year Liability	Current Year Claims and Changes in Estimates	Claims Payments	Ending of Fiscal Year Liability
Workers Compensation	$ 79,595	$ 126,539	$ 82,216	$ 123,918
Property Casualty	71,102	107,320	38,340	140,082

B. Deferred ad valorem tax levies – bonded debt

General Obligation bond issues sold by the City are financed by ad valorem tax levies and special assessment bond issues sold by the City are partially financed by ad valorem tax levies in addition to special assessments levied against the benefiting properties. When a bond issue to be financed partially or completely by ad valorem tax levies is sold, specific annual amounts of such tax levies are stated in the bond resolution and the County Auditor is notified and instructed to levy these taxes over the appropriate years. The future tax levies are subject to cancellation when and if the City has provided alternative sources of financing. The City Council is required to levy any additional taxes found necessary for full payment of principal and interest.

These future scheduled tax levies are not shown as assets in the accompanying financial statements at December 31, 2025.

NOTE 7 - GASB STATEMENTS ISSUED BUT NOT YET IMPLEMENTED

The Governmental Accounting Standards Board (GASB) recently approved the following statements which were not implemented for these financial statements:

- **Statement No. 103** ***Financial Reporting Model Improvement.*** The requirements of this Statement will take effect for financial statements starting with the fiscal year that ends June 30, 2026.

- **Statement No. 104** ***Disclosure of Certain Capital Assets.*** The requirement of this Statement are effective for the fiscal year that ends June 30,2026

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF NEW BRIGHTON, MINNESOTA **Statement 12**

GENERAL FUND - SCHEDULE OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
For The Year Ended December 31, 2025

	Budgeted Amounts			Variance with Final Budget Over (Under)
	Original	Final	Actual	
Revenues:				
General property taxes	$ 14,493,200	$ 14,493,200	$ 14,224,160	$ (269,040)
Franchise taxes	1,255,000	1,255,000	1,232,255	(22,745)
Licenses and permits	701,500	701,500	1,031,557	330,057
Intergovernmental	1,077,700	1,343,200	1,464,117	120,917
Charges for services	5,082,800	5,082,800	5,396,360	313,560
Special assessments	-	-	190	190
Fines and forfeits	55,000	55,000	78,327	23,327
Investment income:				
Interest on investments	125,000	125,000	434,778	309,778
Change in fair value of investments	-	-	190,565	190,565
Rents	386,200	386,200	427,297	41,097
Miscellaneous Revenue	50,000	50,000	77,801	27,801
Contributions and donations	-	-	40,516	40,516
Total revenues	23,226,400	23,491,900	24,597,923	1,106,023
Expenditures:				
Current				
General government				
Council	43,000	43,000	41,416	(1,584)
Administration	1,423,200	1,457,600	1,462,939	5,339
Elections	151,600	151,600	145,437	(6,163)
Legal	130,000	130,000	153,672	23,672
Central Services	233,700	233,700	233,833	133
Finance	797,900	804,700	809,634	4,934
License Bureau	780,200	785,900	759,719	(26,181)
Passports	337,200	338,300	339,295	995
Total General government	3,896,800	3,944,800	3,945,945	1,145
Community development				
Community development	968,300	989,300	1,054,846	65,546
Recycling	416,100	416,100	411,243	(4,857)
Total Community development	1,384,400	1,405,400	1,466,089	60,689
Parks and recreation				
Parks	1,908,300	1,910,600	1,948,754	38,154
Forestry	316,800	317,900	307,789	(10,111)
Recreation	1,148,600	1,150,900	1,320,292	169,392
Community center	2,339,900	2,351,200	2,359,163	7,963
Golf course	402,700	403,800	446,393	42,593
Total Parks and recreation	6,116,300	6,134,400	6,382,391	247,991
Public safety				
Police	7,280,300	7,364,600	7,301,457	(63,143)
Fire	1,418,800	1,531,500	1,401,623	(129,877)
Total Public safety	8,699,100	8,896,100	8,703,080	(193,020)
Public works				
Engineering	565,900	568,200	555,492	(12,708)
Streets	410,100	411,200	397,121	(14,079)
Garage	731,600	732,700	740,447	7,747
Total Public works	1,707,600	1,712,100	1,693,060	(19,040)
Total expenditures	21,804,200	22,092,800	22,190,565	97,765
Excess of revenues over expenditures	1,422,200	1,399,100	2,407,358	1,008,258
Other financing sources (uses):				
Transfers in	795,900	795,900	795,900	-
Transfers out	(2,218,100)	(2,878,100)	(2,892,600)	(14,500)
Sale of assets	-	-	2,160	2,160
Total other financing sources (uses)	(1,422,200)	(2,082,200)	(2,094,540)	(12,340)
Net increase (decrease) in fund balance	$ -	$ (683,100)	312,818	$ 995,918
Fund balance - January 1			11,765,228	
Fund balance - December 31			$ 12,078,046	

CITY OF NEW BRIGHTON, MINNESOTA **Statement 13**

PROPORTIONATE SHARE OF NET PENSION LIABILITY - GERF RETIREMENT FUND

Last Ten Fiscal Years

Fiscal Year Ended June 30,	City's Proportion of the Net Pension Liability (Asset)	City's Proportionate Share of the Pension Liability (Asset)	State's Proportionate Share of the Net Pension Liability Associated with the City	City's Proportionate share of the Pension Liability and the State's proportionate share of the Net Pension Liability Associated with the City	Covered Payroll	City's Proportionate share of the Pension Liability (Asset) as a Percentage of its Covered Payroll	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability
2025	0.0837%	$ 2,774,486	$ 66,929	$ 2,841,415	$ 7,576,200	36.62%	90.78%
2024	0.0833%	3,078,852	79,613	3,158,465	7,048,547	43.68%	89.10%
2023	0.0847%	4,736,329	130,662	4,866,991	6,737,520	70.30%	83.10%
2022	0.0806%	6,383,547	187,230	6,570,777	6,040,867	105.67%	76.67%
2021	0.0779%	3,326,679	101,617	3,428,296	5,610,147	59.30%	87.00%
2020	0.0810%	4,856,320	149,756	5,006,076	5,773,947	84.11%	79.06%
2019	0.0781%	4,317,974	134,161	4,452,135	5,527,147	78.12%	80.23%
2018	0.0747%	4,144,050	136,020	4,280,070	5,021,867	82.52%	79.53%
2017	0.0691%	4,411,298	55,440	4,466,738	4,449,333	99.15%	75.90%
2016	0.0693%	5,626,816	73,483	5,700,299	4,302,547	130.78%	68.91%

CITY OF NEW BRIGHTON, MINNESOTA **Statement 14**

PROPORTIONATE SHARE OF NET PENSION LIABILITY - PEPFF RETIREMENT FUND

Last Ten Fiscal Years

Fiscal Year Ended June 30,	City's Proportion of the Net Pension Liability (Asset)	City's Proportionate Share of the Pension Liability (Asset)	State's Proportionate Share of the Net Pension Liability Associated with the City	City's Proportionate share of the Pension Liability and the State's proportionate share of the Net Pension Liability Associated with the City	Covered Payroll	City's Proportionate share of the Pension Liability (Asset) as a Percentage of its Covered Payroll	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability
2025	0.252%	$ 2,947,819	$ 102,186	$ 3,050,005	$ 3,818,350	77.2%	91.78%
2024	0.251%	3,307,856	126,094	3,433,950	3,481,672	95.0%	90.20%
2023	0.253%	4,367,254	175,925	4,543,179	3,320,921	131.5%	86.50%
2022	0.241%	10,487,368	458,095	10,945,463	2,927,825	358.2%	70.53%
2021	0.258%	1,965,215	89,399	2,054,614	3,044,288	64.6%	93.66%
2020	0.264%	3,483,757	82,063	3,565,820	2,919,113	119.3%	87.19%
2019	0.271%	2,845,331	N/A	2,845,331	2,792,029	101.9%	89.30%
2018	0.268%	2,835,655	N/A	2,835,655	2,827,414	100.3%	88.84%
2017	0.263%	3,550,813	N/A	3,550,813	2,700,630	131.5%	85.43%
2016	0.274%	10,996,097	N/A	10,996,097	2,635,777	417.2%	63.88%

CITY OF NEW BRIGHTON, MINNESOTA **Statement 15**
CITY CONTRIBUTIONS, GERF RETIREMENT FUND
Last Ten Fiscal Years

Fiscal Year Ended December 31,	Statutorily Required Contribution	Contributions in Relation to the Statutorily Required Contributions	Contribution Deficiency (Excess)	City's Covered Payroll	Contribution as a Percentage of Covered Payroll
2025	$ 586,788	$ 586,788	-	$ 7,823,840	7.50%
2024	549,319	549,319	-	7,324,253	7.50%
2023	504,609	504,609	-	6,728,120	7.50%
2022	468,532	468,532	-	6,247,093	7.50%
2021	433,927	433,927	-	5,785,693	7.50%
2020	447,666	447,666	-	5,968,880	7.50%
2019	426,760	426,760	-	5,690,133	7.50%
2018	397,829	397,829	-	5,304,387	7.50%
2017	354,424	354,424	-	4,725,653	7.50%
2016	324,400	324,400	-	4,325,333	7.50%

CITY OF NEW BRIGHTON, MINNESOTA **Statement 16**
CITY CONTRIBUTIONS, PEPFF RETIREMENT FUND
Last Ten Fiscal Years

Fiscal Year Ended December 31,	Statutorily Required Contribution	Contributions in Relation to the Statutorily Required Contributions	Contribution Deficiency (Excess)	City's Covered Payroll	Contribution as a Percentage of Covered Payroll
2025	$ 696,036	$ 696,036	-	$ 3,932,407	17.70%
2024	644,260	644,260	-	3,639,887	17.70%
2023	594,306	594,306	-	3,357,661	17.70%
2022	539,204	539,204	-	3,046,350	17.70%
2021	519,685	519,685	-	2,936,073	17.70%
2020	559,000	559,000	-	3,158,192	17.70%
2019	497,101	497,101	-	2,932,749	16.95%
2018	465,325	465,325	-	2,872,377	16.20%
2017	443,480	443,480	-	2,737,531	16.20%
2016	433,772	433,772	-	2,677,605	16.20%

CITY OF NEW BRIGHTON, MINNESOTA **Statement 17**

EMPLOYER CONTRIBUTIONS AND NON-EMPLOYER CONTRIBUTING ENTITIES, FIRE RELIEF ASSOCIATION

Last Ten Fiscal Years

	Employer			Non-Employer
Fiscal Year Ended December 31,	Statutorily Determined Contribution	Contribution Deficiency Statutorily Determined Contributions	Contribution Deficiency (Excess)	2% Aid
2025	$ -	$ -	$ -	$ 229,090
2024	-	-	-	198,357
2023	-	-	-	176,874
2022	-	-	-	161,648
2021	-	-	-	149,644
2020	-	-	-	141,753
2019	-	-	-	133,236
2018	-	-	-	128,422

CITY OF NEW BRIGHTON, MINNESOTA
CHANGES IN NET PENSION LIABILITY AND
RELATED RATIOS, FIRE RELIEF ASSOCIATION
Last Ten Fiscal Years

	2016	2017	2018
Total Pension Liability (TPL)			
Service Cost	$ (956,132)	$ 97,510	$ 92,137
Interest	157,557	162,462	136,246
Difference between expected and actual experience	-	(48,853)	-
Changes of assumptions	(26,031)	9,585	-
Changes of benefit terms	47,372	72,708	403,578
Benefit payments, including refunds or member contributions	(242,292)	(497,183)	(667,867)
Net change in total pension liability	(1,019,526)	(203,771)	(35,906)
Beginning of year (1)	3,411,459	2,391,933	2,188,162
End of Year	$ 2,391,933	$ 2,188,162	$ 2,152,256
Plan Fiduciary Net Pension (FNP)			
Contributions - employer	$ 126,661	$ 126,509	$ 132,422
Net investment income	290,240	567,803	(88,904)
Benefit payments, including refunds or member contributions	(242,292)	(497,183)	(667,867)
Adminstrative expenses	(13,100)	(1,780)	(93)
Other	(349)	-	12
Net Change in plan fiduciary net	161,160	195,349	(624,430)
Beginning of year (1)	3,703,204	3,864,364	4,059,713
End of Year	$ 3,864,364	$ 4,059,713	$ 3,435,283
Net Pension Liability (NPL)	$ (1,472,431)	$ (1,871,551)	$ (1,283,027)

(A) 2025 City joined Statewide Volunteer Fire (SVF) pension plan

2019	2020	2021	2022	2023	2024	2025 (A)
$ 108,687	$ 143,631	$ 152,573	$ 158,507	$ 179,972	$ 167,486	Not Available
156,952	159,757	169,143	172,055	213,746	250,549	Not Available
(129,812)	-	(86,368)	-	(200,202)	-	Not Available
79,400	-	82,989	-	(157,256)	-	Not Available
145,284	98,166	175,094	388,834	176,426	-	Not Available
(37,550)	(125,476)	(395,171)	(31,600)	-	(411,375)	Not Available
322,961	276,078	98,260	687,796	212,686	6,660	-
2,152,256	2,475,217	2,751,295	2,849,555	3,537,351	3,750,037	3,756,697
$ 2,475,217	$ 2,751,295	$ 2,849,555	$ 3,537,351	$ 3,750,037	$ 3,756,697	$ 3,756,697
$ 134,236	$ 142,753	$ 218,644	$ 162,648	$ 176,874	$ 199,357	Not Available
773,164	860,729	731,069	(1,065,935)	954,839	995,919	Not Available
(37,550)	(125,476)	(395,171)	(31,600)	-	(411,375)	Not Available
-	(12)	(12)	(343)	-	-	Not Available
-	-	-	-	-	-	Not Available
869,850	877,994	554,530	(935,230)	1,131,713	783,901	-
3,435,283	4,305,133	5,183,127	5,737,657	4,802,427	5,934,140	6,718,041
$ 4,305,133	$ 5,183,127	$ 5,737,657	$ 4,802,427	$ 5,934,140	$ 6,718,041	$ 6,718,041
$ (1,829,916)	$ (2,431,832)	$ (2,888,102)	$ (1,265,076)	$ (2,184,103)	$ (2,961,344)	$ (2,961,344)

CITY OF NEW BRIGHTON, MINNESOTA
SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY
AND RELATED RATIOS
Last Ten Fiscal Years

	12/31/2018	12/31/2019	12/31/2020
Total OPEB Liability			
Service cost	$ 77,559	$ 88,312	$ 55,667
Interest	55,904	52,340	35,217
Differenced between expected and actual experience	-	(487,115)	-
Changes of assumptions	55,545	(162,559)	15,809
Benefit payments	(62,710)	(108,876)	(71,820)
Net change in total OPEB liability	126,298	(617,898)	34,873
Beginning of year	1,421,100	1,547,398	929,500
End of Year	$ 1,547,398	$ 929,500	$ 964,373
Plan Fiduciary Net Pension (FNP)			
Employer contributions	$ 62,710	$ 108,876	$ 71,820
Benefit payments	(62,710)	(108,876)	(71,820)
Net change in plan fiduciary net position	-	-	-
Beginning of year	-	-	-
End of year	$ -	$ -	$ -
Total OPEB Liability	$ 1,547,398	$ 929,500	$ 964,373
Plan FNP as a percentage of the total OPEB liability	0.00%	0.00%	0.00%
Covered-employee payroll	$ 6,930,052	$ 7,866,509	$ 8,368,550
Total OPEB liability as a percentage of covered-employee payroll	22.33%	11.82%	11.52%

Note: GASB 75 was implemented in 2018. Schedule is intended to show ten year trend. Additional years will be displayed as they become available.
No assets are accumulated in a trust to pay related benefits.

12/31/2021	12/31/2022	12/31/2023	12/31/2024	12/31/2025
$ 62,801	$ 101,982	$ 108,017	$ 89,440	$ 96,668
27,131	43,308	41,729	67,388	68,442
1,017,148	(1,819)	(112,613)	(1,851)	241,756
112,266	36,985	(551,276)	46,650	5,212
(81,196)	(78,165)	(89,954)	(52,505)	(62,137)
1,138,150	102,291	(604,097)	149,122	349,941
964,373	2,102,523	2,204,814	1,600,717	1,749,839
$ 2,102,523	$ 2,204,814	$ 1,600,717	$ 1,749,839	$ 2,099,780
$ 81,196	$ 81,196	$ 89,954	$ 52,505	$ 62,136
(81,196)	(81,196)	(89,954)	(52,505)	(62,136)
-	-	-	-	-
-	-	-	-	-
$ -	$ -	$ -	$ -	$ -
$ 2,102,523	$ 2,204,814	$ 1,600,717	$ 1,749,839	$ 2,099,780
0.00%	0.00%	0.00%	0.00%	0.00%
$ 9,011,060	$ 8,831,803	$ 9,420,245	$ 10,103,960	$ 10,750,211
23.33%	24.96%	16.99%	17.32%	19.53%

GENERAL EMPLOYEES FUND

2025 Changes

Changes in Actuarial Assumptions

The following changes in assumptions are effective with the July 1, 2025 valuation, as recommended in the most recent experience study:

- The combined service annuity loading factors increased from 15% to 19% for vested terminated members and from 3% to 44% for non-vested, terminated members.
- The assumed post-retirement benefit increase changed from 1.25% to 1.5%

Changes in Plan Provisions

- The post-retirement benefit increase formula changed to 100% of the Social Security annual increase, between 1% and 1.75% , beginning January 1, 2026. If the funded ratio (on a market value of assets basis) is less than 85% for the last two consecutive annual valuations or is less than 80% in the most recent actuarial valuation, the maximum is reduced to 1.5%. Previously, the benefit increase was 50% of the Social Security annual increase, between 1% and 1.5%.
- The 1% additional employer contribution is eliminated when the plan reaches 98% funded status (on an actuarial value of assets basis); this contribution was previously scheduled to stop when the plan reached 100% funded status.

2024 Changes

Changes in Actuarial Assumptions

The following changes in assumptions are effective with the July 1, 2024 valuation, as recommended in the most recent experience study (dated June 29, 2023):

- Rates of merit and seniority were adjusted, resulting in slightly higher rates.
- Assumed rates of retirement were adjusted as follows: increase the rate of assumed unreduced retirements, slight adjustments to Rule of 90 retirement rates, and slight adjustments to early retirement rates for Tier 1 and Tier 2 members.
- Minor increase in assumed withdrawals for males and females.
- Lower rates of disability.
- Continued use of Pub-2010 general mortality table with slight rate adjustments as recommended in the most recent experience study.
- Minor changes to form of payment assumptions for male and female retirees.
- Minor changes to assumptions made with respect to missing participant data.

Changes in Plan Provisions

- The workers' compensation offset for disability benefits was eliminated. The actuarial equivalent factors updated to reflect the changes in assumptions.

2023 Changes

Changes in Actuarial Assumptions:

- The investment return assumption and single discount rate were changed from 6.5 percent to 7.00 percent.

GENERAL EMPLOYEES FUND (Continued)

2023 Changes (continued)
Changes in Plan Provisions:

- An additional one-time direct state aid contribution of $170.1 million will be contributed to the Plan on October 1, 2023.
- The vesting period of those hired after June 30, 2010, was changed from five years of allowable service to three years of allowable service.
- The benefit increase delay for early retirement on or after January 1, 2024, was eliminated.
- A one-time, non-compounding benefit increase of 2.5 percent minus the actual 2024 adjustment will be payable in a lump sum for calendar year 2024 by March 31, 2024.

2022 Changes
Changes in Actuarial Assumptions:

- The mortality improvement scale was changed from Scale MP-2020 to Scale MP-2021.

Changes in Plan Provisions:

- There were no changes in plan provisions since the previous valuation.

2021 Changes
Changes in Actuarial Assumptions:

- The investment return and single discount rates were changed from 7.50 percent to 6.50 percent, for financial reporting purposes.
- The mortality improvement scale was changed from Scale MP-2019 to Scale MP-2020.

Changes in Plan Provisions:

- There were no changes in plan provisions since the previous valuation.

GENERAL EMPLOYEES FUND (Continued)

2020 Changes

Changes in Actuarial Assumptions:

- The price inflation assumption was decreased from 2.50% to 2.25%.
- The payroll growth assumption was decreased from 3.25% to 3.00%.
- Assumed salary increase rates were changed as recommended in the June 30, 2019 experience study. The net effect is assumed rates that average 0.25% less than previous rates.
- Assumed rates of retirement were changed as recommended in the June 30, 2019 experience study. The changes result in more unreduced (normal) retirements and slightly fewer Rule of 90 and early retirements.
- Assumed rates of termination were changed as recommended in the June 30, 2019 experience study. The new rates are based on service and are generally lower than the previous rates for years 2-5 and slightly higher thereafter.
- Assumed rates of disability were changed as recommended in the June 30, 2019 experience study. The change results in fewer predicted disability retirements for males and females.
- The base mortality table for healthy annuitants and employees was changed from the RP-2014 table to the Pub-2010 General Mortality table, with adjustments. The base mortality table for disabled annuitants was changed from the RP-2014 disabled annuitant mortality table to the PUB-2010 General/Teacher disabled annuitant mortality table, with adjustments.
- The mortality improvement scale was changed from Scale MP-2018 to Scale MP-2019.
- The assumed spouse age difference was changed from two years older for females to one year older.
- The assumed number of married male new retirees electing the 100% Joint & Survivor option changed from 35% to 45%. The assumed number of married female new retirees electing the 100% Joint & Survivor option changed from 15% to 30%. The corresponding number of married new retirees electing the Life annuity option was adjusted accordingly.

Changes in Plan Provisions:

- Augmentation for current privatized members was reduced to 2.0% for the period July 1, 2020 through December 31, 2023 and 0.0% after. Augmentation was eliminated for privatizations occurring after June 30, 2020.

2019 Changes

Changes in Actuarial Assumptions:

- The morality projection scale was changed from MP-2017 to MP-2018.

Changes in Plan Provisions:

- The employer supplemental contribution was changed prospectively, decreasing from $31.0 million to $21.0 million per year. The State's special funding contribution was changed prospectively, requiring $16.0 million due per year through 2031.

GENERAL EMPLOYEES FUND (Continued)

2018 Changes

Changes in Actuarial Assumptions:

- The morality projection scale was changed from MP-2015 to MP-2017.
- The assumed benefit increase was changed from 1.00 percent per year through 2044 and 2.50 percent per year thereafter to 1.25 percent per year.

Changes in Plan Provisions:

- The augmentation adjustment in early retirement factors is eliminated over a five-year period starting July 1, 2019, resulting in actuarial equivalence after June 30, 2024.
- Interest credited on member contributions decreased from 4.00 percent to 3.00 percent, beginning July 1, 2018.
- Deferred augmentation was changed to 0.00 percent, effective January 1, 2019. Augmentation that has already accrued for deferred members will still apply.
- Contribution stabilizer provisions were repealed.
- Postretirement benefit increases were changed from 1.00 percent per year with a provision to increase to 2.50 percent upon attainment of 90.00 percent funding ratio to 50.00 percent of the Social Security Cost of Living Adjustment, not less than 1.00 percent and not more than 1.50 percent, beginning January 1, 2019.
- For retirements on or after January 1, 2024, the first benefit increase is delayed until the retiree reaches normal retirement age; does not apply to Rule of 90 retirees, disability benefit recipients, or survivors.
- Actuarial equivalent factors were updated to reflect revised mortality and interest assumptions.

2017 Changes

Changes in Actuarial Assumptions:

- The combined service annuity (CSA) loads were changed from 0.80 percent for active members and 60.00 percent for vested and non-vested deferred members. The revised CSA load are now 0.00 percent for active member liability, 15.00 percent for vested deferred member liability, and 3.00 percent for non-vested deferred member liability.
- The assumed postretirement benefit increase rate was changed for 1.00 percent per year for all years to 1.00 percent per year through 2044 and 2.50 percent per year thereafter.

Changes in Plan Provisions:

- The State's contribution for the Minneapolis Employees Retirement Fund equals $16,000,000 in 2017 and 2018, and $6,000,000 thereafter.
- The Employer Supplemental Contribution for the Minneapolis Employees Retirement Fund changed from $21,000,000 to $31,000,000 in calendar years 2019 to 2031. The state's contribution changed from $16,000,000 to $6,000,000 in calendar years 2019 to 2031.

2016 Changes

Changes in Actuarial Assumptions:

- The assumed postretirement benefit increase rate was changed from 1.00 percent per year through 2035 and 2.50 percent per year thereafter to 1.00 percent per year for all years.
- The assumed investment return was changed from 7.90 percent to 7.50 percent. The single discount rate changed from 7.90 percent to 7.50 percent.
- Other assumptions were changed pursuant to the experience study June 30, 2015. The assumed future salary increases, payroll growth, and inflation were decreased by 0.25 percent to 3.25 percent for payroll growth and 2.50 percent for inflation.

Changes in Plan Provisions:

- There have been no changes since the prior valuation.

POLICE AND FIRE FUND

2025 Changes

Changes in Actuarial Assumptions:

- Assumed rates of salary increases were reduced slightly.
- Assumed rates of retirement were adjusted, resulting in an overall increase in unreduced (full) retirements and an overall increase in reduced (early) retirements.
- Assumed rates of withdrawal were modified; the new rates will increase predicted terminations, especially in the first few years of employment.
- Assumed rates of disabled retirement were significantly increased, especially for ages over age 30.
- Continued used of Pub-2010 Public Safety Mortality Table with rates adjusted to better fit observed experience.
- Percent married assumption for female retirees lowered from 70% to 65%.
- Minor changes were made to form of payment assumptions for retirees.
- Minor changes were made to assumptions made with respect to missing participant data.
- The combined service annuity load changed from 33% to 13% for vested, terminated members and from 2% to 38% for non-vested, terminated members.

Changes in Plan Provisions

- The period of time needed for benefit recipients to receive their first benefit increase was reduced by one year (from 36 months to 24 months for a full increase).
- The January 1, 2026 benefit increase changed from 1% to 3%; subsequent January 1 increases will be 1%.
- The threshold to end the $9 million annual state aid contribution changed from the earlier of July 1, 2048 or 90% funded for both PERA Police & Fire and MSRS State Patrol for three consecutive years to 100% funded for both PERA Police & Fire and MSRS State Patrol for three consecutive years (on an actuarial value of assets basis).
- The threshold to end the additional $9 million annual state aid contribution changed from the earlier of July 1, 20248 or 100% funded for a minimum of three consecutive years to 110% funded for a minimum of three consecutive years (on an actuarial value of assets basis).
- An additional $17.7 million in direct state aid will be paid annually each October 1 beginning October 1, 2025 through June 30, 2048.
- Join and survivor actuarial equivalent factors were updated to reflect changes in assumptions.

2024 Changes

Changes in Plan Provisions

- The State contribution of $9.0 million per year will continue until the earlier of 1) both the Police & Fire Plan and the State Patrol Retirement Fund attain 90 percent funded status for three consecutive years (on an actuarial value of assets basis) or 2) July 1, 2048. The contribution was previously due to expire after attaining a 90 percent funded status for one year.
- The additional $9.0 million contribution will continue until the Police & Fire Plan is fully funded for a minimum of three consecutive years on an actuarial value of assets basis, or July 1, 2048, whichever is earlier. This contribution was previously due to expire upon attainment of fully funded status on an actuarial value of assets basis for one year (or July 1, 2048 if earlier).

POLICE AND FIRE FUND (Continued)

2023 Changes
Changes in Actuarial Assumptions:

- The investment return assumption was changed from 6.5 percent to 7.00 percent.
- The single discount rate changed from 5.4 percent to 7.0 percent.

Changes in Plan Provisions:

- Additional one-time direct state aid contribution of 19.4 million will be contributed to the Plan on October 1, 2023
- Vesting requirement for new hires after June 30, 2014, was changed from a graded 20-year vesting schedule to a graded 10-year vesting schedule, with 50 percent vesting after five years, increasing incrementally to 100% after 10 years.
- A one-time, non-compounding benefit increase of 3.0 percent will be payable in a lump sum for calendar year 2024 by March 31, 2024.
- Psychological treatment is required effective July 1, 2023, prior to approval for a duty disability benefit for a psychological condition relating to the member's occupation.
- The total and permanent duty disability benefit was increased, effective July 1, 2023.

2022 Changes
Changes in Actuarial Assumptions:

- The mortality improvement scale was changed from Scale MP-2020 to Scale MP-2021.
- The single discount rate changed from 6.5% to 5.4%.

Changes in Plan Provisions:

- There were no changes in plan provisions since the previous valuation.

2021 Changes
Changes in Actuarial Assumptions:

- The investment return and single discount rates were changed from 7.50 percent to 6.50 percent, for financial reporting purposes.
- The inflation assumption was changed from 2.50 percent to 2.25 percent.
- The payroll growth assumption was changed from 3.25 percent to 3.00 percent.
- The base mortality table for healthy annuitants and employees was changed from the RP-2014 table to the Pub-2010 Public Safety Mortality table. The mortality improvement scale was changed from MP-2019 to MN-2020.
- The base mortality table for disabled annuitants was changed from the RP-2014 healthy annuitant mortality table (with future mortality improvement according to Scale MP-2019) to the Pub-2010 Public Safety disabled annuitant mortality table (with future mortality improvement according to Scale MP-2020).
- Assumed rates of salary increase were modified as recommended in the July 14, 2020 experience study. The overall impact is a decrease in gross salary increase rates.
- Assumed rates of retirement were changed as recommended in the July 14, 2020 experience study. The changes result in slightly more unreduced retirements and fewer assumed early retirements.
- Assumed rates of withdrawal were changed from select and ultimate rates to service-based rates. The changes result in more assumed terminations.
- Assumed rates of disability were increased for ages 25-44 and decreased for ages over 49. Overall, proposed rates result in more projected disabilities.
- Assumed percent married for active female members was changed from 60 percent to 70 percent. Minor changes to form of payment assumptions were applied.

POLICE AND FIRE FUND (Continued)

2021 Changes (continued)

Changes in Plan Provisions:

- There were no changes in plan provisions since the previous valuation.

2020 Changes

Changes in Actuarial Assumptions:

- The morality projection scale was changed from MP-2018 to MP-2019.

Changes in Plan Provisions:

- There have been no changes since the prior valuation.

2019 Changes

Changes in Actuarial Assumptions:

- The morality projection scale was changed from MP-2017 to MP-2018.

Changes in Plan Provisions:

- There have been no changes since the prior valuation.

2018 Changes

Changes in Actuarial Assumptions:

- The morality projection scale was changed from MP-2016 to MP-2017.

Changes in Plan Provisions:

- Postretirement benefit increases were changed to 1.00 percent for all years, with no trigger.
- An end date of July 1, 2048 was added to the existing $9.0 million state contribution.
- New annual state aid will equal $4.5 million in fiscal years 2019 and 2020, and $9.0 million thereafter until the plan reaches 100 percent funding, or July 1, 2048, if earlier.
- Member contributions were changed from 10.80 percent to 11.30 percent of pay, effective January 1, 2019 and 11.80 percent of pay, effective January 1, 2020.
- Employer contributions were changed from 16.20 percent to 16.95 percent of pay, effective January 1, 2019 and 17.70 percent of pay, effective January 1, 2020.
- Interest credited on member contributions decreased from 4.00 percent to 3.00 percent, beginning July 1, 2018.
- Deferred augmentation was changed to 0.00 percent, effective January 1, 2019. Augmentation that has already accrued for deferred members will still apply.
- Actuarial equivalent factors were updated to reflect revised mortality and interest assumptions.

POLICE AND FIRE FUND (Continued)

2017 Changes

Changes in Actuarial Assumptions:

- Assumed salary increases were changed as recommended in the June 30, 2016 experience study. The net effect is proposed rates that average 0.34 percent lower than the previous rates.
- Assumed rates of retirement were changed, resulting in fewer retirements.
- The combined service annuity (CSA) load was 30.00 percent for vested and non-vested, deferred members. The CSA has been changed to 33.00 percent for vested members and 2.00 percent for non-vested members.
- The base mortality table for healthy annuitants was changed from the RP-2000 fully generational table to the RP-2014 fully generational table (with a base year of 2006), with male rates adjusted by a factor of 0.96. The mortality improvement scale was changed from Scale AA to Scale MP-2016. The base mortality table for disabled annuitants was changed from the RP-2000 disabled mortality table to the mortality tables assumed for healthy retirees.
- Assumed termination rates were decreased to 3.00 percent for the first three years of service. Rates beyond the select period of three years were adjusted, resulting in more expected terminations overall.
- Assumed percentage of married female members was decreased from 65.00 percent to 60.00 percent.
- Assumed age difference was changed from separate assumptions for male members (wives assumed to be three years younger) and female members (husbands assumed to be four years older) to the assumption that males are two years older than females.
- The assumed percentage of female members electing joint and survivor annuities was increased.
- The assumed postretirement benefit increase rate was changed from 1.00 percent for all years to 1.00 percent per year through 2064 and 2.50 percent thereafter.
- The single discount rate was changed from 5.60 percent per annum to 7.50 percent per annum.

Changes in Plan Provisions:

- There have been no changes since the prior valuation.

2016 Changes

Changes in Actuarial Assumptions:

- The assumed postretirement benefit increase rate was changed from 1.00 percent per year through 2037 and 2.50 percent per year thereafter to 1.00 percent per year for all future years.
- The assumed investment return was changed from 7.90 percent to 7.50 percent.
- The single discount rate changed from 7.90 percent to 5.60 percent.
- The assumed future salary increases, payroll growth, and inflation were decreased by 0.25 percent to 3.25 percent for payroll growth and 2.50 percent for inflation.

Changes in Plan Provisions:

- There have been no changes since the prior valuation.

FIRE RELIEF ASSOCIATION DEFINED BENEFIT PENSION PLAN

2024 Changes
No Changes in Plan Provisions, Economic Assumptions, Demographic and Other Assumptions

2023 Changes
Changes in Plan Provisions:

- The lump sum benefit amount increased from $10,000 to $10,500.

Changes in Actuarial Assumptions:

- The expected investment return and discount rate increased from 5.75% to 6.75% to reflect updated capital market assumptions.
- The disability, mortality and withdrawal assumptions were updated from the rate used in the July 1, 2021 Minnesota PERA Police & Fire Plan actuarial valuation to the rates used in the July 1, 2023 Minnesota PERA Police & Fire Plan actuarial valuation.
- The inflation assumption increased from 2.25% to 2.5%.

2022 Changes
Changes in Plan Provisions:

- The lump sum benefit amount increased from $9,000 to $10,000 (effective June 29,2022)

FIRE RELIEF ASSOCIATION DEFINED BENEFIT PENSION PLAN (Continued)

2021 Changes
Changes in Plan Provisions:

- The lump sum benefit amount increased from $8,500 to $9,000 (effective August 25, 2021)

Changes in Actuarial Assumptions:

- The expected investment return and discount rate decreased from 6.25% to 5.75% to reflect updated capital market
- The disability, mortality and withdrawal assumptions were updated from the rates used in the July 1, 2019 Minnesota PERA Police & Fire Plan actuarial valuation to the rates used in the July 1, 2021 Minnesota PERA Police & Fire Plan actuarial valuation.
- The inflation assumption decreased from 2.50% to 2.25%.

2020 Changes
Changes in Plan Provisions:

- The lump sum benefit amount increased from $8,200 to $8,500

2019 Changes
Changes in Actuarial Assumptions:

- The expected investment return and discount rate decreased from 7.00% to 6.25% to reflect updated capital market assumptions.
- The mortality assumption was updated from the rates used in the July 1, 2017 Minnesota PERA Police & Fire Plan actuarial valuation to the rates used in the July 1, 2019 actuarial valuation.
- The inflation assumption decreased from 2.75% to 2.5%.

Changes in Plan Provisions:

- The lump sum benefit amount increased from $7,700 to $8,200

2018 Changes
Changes in Plan Provisions:

- The lump sum benefit amount increased from $7,500 to $7,700

2017 Changes
Changes in Actuarial Assumptions:

- The expected investment return and discount rate decreased from 7.25% to 7.00% to reflect updated capital market assumptions.
- The mortality and withdrawal assumptions were updated from the rates used in the July 1, 2016 Minnesota PERA Police & Fire Plan actuarial valuation to the rates used in the July 1, 2017 Minnesota PERA Police & Fire Plan actuarial valuation.

Changes in Plan Provisions:

- The lump sum benefit amount increased from $6,500 to $7,500

FIRE RELIEF ASSOCIATION DEFINED BENEFIT PENSION PLAN (Continued)

2016 Changes

Changes in Actuarial Assumptions:

- The expected investment return and discount rate increased from 6.75% to 7.25% to reflect updated capital market models.

Changes in Plan Provisions:

- The lump sum benefit amount increased from $6,300 to $6,500

POST-EMPLOYMENT HEALTH CARE PLAN

2025 Changes

Changes in Actuarial Assumptions

- The discount rate was changed from 3.77% to 4.08% based on updated 20-year municipal bond rates.
- Healthcare trend rates were reset to reflect updated cost increase expectations.
- Medical per capita claims costs were updated to reflect recent experience and new plan offerings.
- Withdrawal, retirement, mortality, and salary increase rates were updated from the rates used in the 7/1/2022 PERA General Employees Plan valuation to the rates used in the 2023 experience study.
- The percent of future retirees not eligible for a subsidized premium assumed to elect coverage at retirement changed from 30% to 20% to reflect recent plan experience.
- The percent of future non Medicare eligible retirees electing each medical plan changed to reflect recent plan experience and new plan offerings.

2024 Changes

Changes in Actuarial Assumptions

- The discount rate was changed from 4.05% to 3.77% based on updated 20-year municipal bond rates.

2023 Changes

Changes in Actuarial Assumptions

- The discount rate was changed from 1.84% to 4.05% based on updated 20-year municipal bond rates.
- Healthcare trend rates were reset to reflect updated cost increase expectations.
- Medical per capita claims costs were updated to reflect recent experience and new plan offerings.
- Withdrawal, retirement, mortality, disability, and salary increase rates were updated from the rates used in the 7/1/2020 PERA General Employees Plan and 7/1/2020 PERA Police & Fire Plan valuations to the rates used in the 7/1/2022 valuations.
- The percent of future retirees assumed to elect coverage when premium not subsidized at retirement changed from 40% to 30% to reflect recent plan experience.
- The percent of future retirees assumed to elect spouse coverage at retirement changed from 30% to 50% to reflect recent plan experience.
- The inflation assumption was changed from 2.25% to 2.50% based on an updated historical analysis of inflation rates and forward-looking market expectations.

2022 Changes

Changes in Actuarial Assumptions

- The discount rate was changed from 2.00% to 1.84% based on updated 20-year municipal bond rates.

POST-EMPLOYMENT HEALTH CARE PLAN (Continued)

2021 Changes
Changes in Actuarial Assumptions

- The discount rate was changed from 2.75% to 2.00% based on updated 20-year municipal bond rates.
- Healthcare trend rates were reset to reflect updated cost increase expectations.
- Medical per capita claims costs were updated to reflect recent experience and new plan offerings, including an adjustment to reflect age/gender based risk scores published by the Society of Actuaries.
- Withdrawal, retirement, mortality and salary increase rates were updated from the rates used in the 7/1/2018 PERA General Employees Plan and 7/1/2018 Police & Fire Plan valuations to the rates used in the 7/1/2020 valuations.
- The percent of future non Medicare eligible retirees electing each medical plan changed to reflect recent plan experience and new plan offerings. The following table provides the changes for the assumed percent electing each plan:

Medical Plan	Fiscal 2021 Valuation	Fiscal 2020 Valuation
High Deductible $1400/$2800	50%	N/A
High Deductible $2800/$5600	10%	N/A
High Deductible $7000/$14000	40%	N/A
High Deductible $1500/$3000	N/A	35%
High Deductible $3000/$6000	N/A	25%
High Deductible $5000/$10000	N/A	40%

- The inflation assumption was changed from 2.50% to 2.25% based on an updated historical analysis of inflation rates and forward-looking market expectations.

2020 Changes
Changes in Actuarial Assumptions

- The discount rate was changed from 3.71% to 2.75% based on updated 20-year municipal bond rates.
- Healthcare trend rates were updated to exclude the Affordable Care Act’s Excise Tax on high-cost health insurance plans due to its repeal.

2019 Changes
Changes in Actuarial Assumptions

- The discount rate was changed from 3.31% to 3.71% based on updated 20-year municipal bond rates.
- Healthcare trend rates were reset to reflect updated cost increase expectations, including an adjustment to reflect the impact of the Affordable Care Act's Excise Tax on high-cost health insurance plans.
- Medical per capita claims costs were updated to reflect recent experience.
- Withdrawal rates were updated from Small Plan age-based table in the 2003 SOA Turnover Study to therates used in the 7/1/2018 PERA of Minnesota Retirement Plan actuarial valuations. The change was made due to updated valuation methods.
- Retirement rates were updated from single age rates to the rates used in the 7/1/2018 PERA of Minnesota Retirement Plan actuarial valuation. The change was made due to updated valuation methods.
- Mortality rates were updated from the RP-2014 headcount-weighted tables to the rates used in the 7/1/2018 PERA of Minnesota Retirement Plan actuarial valuations. This change was made due to updated valuation methods.

POST-EMPLOYMENT HEALTH CARE PLAN (Continued)

2019 Changes (Continued)
Changes in Actuarial Assumptions (Continued):

- A salary scale assumption was updated from a flat 3.25% to the rates used in the 7/1/2018 PERA of Minnesota Retirement Plan actuarial valuations. This change was made due to updated valuation methods.
- The percent of future retirees not eligible for a direct subsidy assumed to elect coverage at retirement changed from 50% of those currently electing coverage to 40% of all actives to reflect recent plan experience.
- The percent of retirees electing spouse coverage changed from those currently electing spouse coverage to 30% to reflect recent plan experience.

- The assumed plan of future retirees changed from current plan to a blending based on recent experience. The following table provides the changes for the assumed percent electing each plan:

Medical Plan	12/31/2018 Valuation
High Deductible $1500/$3000	35%
High Deductible $3000/$6000	25%
High Deductible $5000/$10000	40%

- A disability assumption was added for Police & Fire employees to recognize the probability of being disabled in the line of duty and the resulting statutory mandated benefits.

- The inflation assumption was changed from 2.75% to 2.50% based on an updated historical analysis of inflation rates and forward-looking markets.
- The valuation method was changed from the Alternative Measurement Method to a full valuation since the total number of members now exceeds 100.

Changes in Plan Provisions:
- Retiree premiums were updated to current levels.

NONMAJOR
GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

A Special Revenue Fund is used to account for the proceeds of special revenue sources that are legally restricted to expenditures for specified purposes.

Local Affordable Housing Aid - Accounts for aid which the City has dedicated to develop and preserve affordable housing.

CAPITAL PROJECT FUNDS

The Capital Project Funds account for the financial resources to be used for the acquisition or construction of major capital (other than those financed by proprietary funds).

Community Reinvestment - Accounts for funds which the City has dedicated to community improvements.

Street Financing Fund - Accumulates the residual from debt issues which is used to internally finance street projects.

CITY ON NEW BRIGHTON, MINNESOTA **Statement 20**
NONMAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
December 31, 2025

	Special Revenue	Capital Projects		
	Local Affordable Housing Fund	Community Reinvestment Fund	Street Financing Fund	Total Other Governmental Funds
Assets:				
Cash and investments	$ 517,740	$ 782,487	$ 4,922,144	$ 6,222,371
Accrued interest receivable	3,517	5,316	33,438	42,271
Accounts receivable	-	136,304	-	136,304
Taxes receivable:				
Delinquent	-	2,184	-	2,184
Due from county	-	5,744	2,733	8,477
Special assessments receivable:				
Delinquent	-	-	2,436	2,436
Deferred	-	-	568,865	568,865
Lease receivable	-	5,803	-	5,803
Interfund loan receivable	-	5,948,403	-	5,948,403
Total assets	$ 521,257	$ 6,886,241	$ 5,529,616	$ 12,937,114
Liabilities				
Accounts payable	$ 31	$ 46	$ 208	$ 285
Unearned revenue	-	1,170	-	1,170
Total liabilities	31	1,216	208	1,455
Deferred inflows of resources				
Unavailable revenue - delinquent taxes	-	2,184	-	2,184
Lease Related	-	5,803	-	5,803
Unavailable revenue - special assessments	-	-	571,301	571,301
Total deferred inflows of resources	-	7,987	571,301	579,288
Fund Balance:				
Restricted	521,226	-	-	521,226
Commited	-	-	4,958,107	4,958,107
Assigned	-	6,877,038	-	6,877,038
Total fund balance	521,226	6,877,038	4,958,107	12,356,371
Total liabilities, deferred inflows of resources and fund balances	$ 521,257	$ 6,886,241	$ 5,529,616	$ 12,937,114

CITY OF NEW BRIGHTON, MINNESOTA **Statement 21**
NONMAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
For The Year Ended December 31, 2025

	Special Revenue	Capital Projects		
	Local Affordable Housing Fund	Community Reinvestment Fund	Street Financing Fund	Total Other Governmental Funds
Revenues:				
General property taxes:				
Current and delinquent	$ -	$ 36,102	$ -	$ 36,102
Franchise Taxes	-	136,304	-	136,304
Intergovernmental	362,732	-	782,381	1,145,113
Special assessments:				
Current and delinquent	-	-	134,076	134,076
Prepayments	-	-	28,839	28,839
Penalties and interest	-	-	296	296
Investment income:				
Interest on investments	13,090	59,608	173,374	246,072
Change in fair value of investments	2,565	15,350	65,190	83,105
Interest on interfund loan	-	145,665	-	145,665
Rents	-	14,040	-	14,040
Total revenues	378,387	407,069	1,184,156	1,969,612
Expenditures				
Current:				
Community development	-	-	5,967	5,967
Total expenditures	-	-	5,967	5,967
Excess deficiency of revenues over (under) expenditures	378,387	407,069	1,178,189	1,963,645
Other financing sources (uses)				
Transfer in	-	314,500	1,363,800	1,678,300
Transfer out	-	(42,900)	(1,830,000)	(1,872,900)
Total other financing sources (uses)	-	271,600	(466,200)	(194,600)
Net increase (decrease) in fund balance	378,387	678,669	711,989	1,769,045
Fund balance (deficit) - January 1	142,839	6,198,369	4,246,118	10,587,326
Fund balance (deficit) - December 31	$ 521,226	$ 6,877,038	$ 4,958,107	$ 12,356,371

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INTERNAL SERVICE FUNDS

Internal Service Funds are used to account for the financing of goods or services provided by one department to other departments of the City, on a cost reimbursement basis.

Risk Management Fund - This fund is used to account for liability and workers' compensation insurance programs related to the ongoing operations.

Compensated Absences Fund - This fund is used to account for payment of unused vacation, a portion of unused sick, severance and compensatory time, and allocation of such costs to respective departments.

Capital Replacement Fund – This fund is used to account for the replacement of the City's capital items that have a value of $5,000 or more and a useful life of at least two years.

Information Technology Fund – This fund is used to account for the operations of the city-wide computer network system and the replacement of capital items such as computers, copiers, printers, and various technology related items that have a value of $ 5,000 or more and a useful life of at least two years.

Pavement Management Fund – This fund is used to account for the replacement of parking lots, trails and hard courts that have a value of $ 5,000 or more and a useful life of at least two years.

CITY OF NEW BRIGHTON, MINNESOTA
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF NET POSITION
December 31, 2025

	Risk Management	Compensated Absences
Assets:		
Current assets:		
Cash and investments	$ 1,672,623	$ 1,131,047
Accrued Interest Receivable	11,363	7,684
Accounts receivable	16,590	-
Prepaid Items	4,297	-
Total current assets	1,704,873	1,138,731
Noncurrent assets:		
Capital assets:		
Buildings	-	-
Equipment	-	-
Other improvements	-	-
Less: accumulated depreciation	-	-
Total capital assets (net of accumulated depreciation)	-	-
Total assets	$ 1,704,873	$ 1,138,731
Deferred Outflows of Resources:		
Deferred outflows of resources related to pensions	1,597	-
Deferred outflows of resources related to OPEB	1,205	-
Total deferred outflows of resources	2,802	-
Liabilities:		
Current liabilities:		
Accounts payable	$ 82,272	$ 62
Salaries payable	631	-
Due to other governmental units	3,029	-
Workers Comp IBNR	123,918	-
Property Casualty IBNR	140,082	-
Compensated absences - current	-	1,060,808
OPEB Liability - current	88	-
Unearned revenue	-	-
Total current liabilities	350,020	1,060,870
Noncurrent liabilities:		
Net Pension Liability	6,173	-
OPEB Liability	3,126	-
Compensated absences - noncurrent	-	578,970
Total non-current liabilities	9,299	578,970
Total liabilities	359,319	1,639,840
Deferred Inflows of Resources:		
Deferred inflows of resources related to pensions	4,020	-
Deferred inflows of resources related to OPEB	770	-
Total deferred inflows of resources	4,790	-
Net Position:		
Investment in capital assets	-	-
Unrestricted	1,343,566	(501,109)
Total net position	$ 1,343,566	$ (501,109)

Capital Replacement	Information Technology	Pavement Management	Total
$ 12,508,834	$ 1,194,936	$ 2,166,416	$ 18,673,856
84,977	8,118	14,717	126,859
40,624	-	-	57,214
16,360	81,523	-	102,180
12,650,795	1,284,577	2,181,133	18,960,109
7,504,256	-	-	7,504,256
12,901,386	725,221	-	13,626,607
305,695	54,052	1,017,735	1,377,482
(9,016,126)	(468,483)	(338,802)	(9,823,411)
11,695,211	310,790	678,933	12,684,934
$ 24,346,006	$ 1,595,367	$ 2,860,066	$ 31,645,043
-	33,121	-	34,718
-	24,969	-	26,174
-	58,090	-	60,892
$ 28,109	$ 15,539	$ 125	$ 126,107
-	13,529	-	14,160
-	-	-	3,029
-	-	-	123,918
-	-	-	140,082
-	-	-	1,060,808
-	1,820		1,908
-	52	-	52
28,109	30,940	125	1,470,064
-	128,027	-	134,200
-	64,760	-	67,886
-	-	-	578,970
-	192,787	-	781,056
28,109	223,727	125	2,251,120
-	83,380	-	87,400
-	15,952	-	16,722
-	99,332	-	104,122
11,695,211	310,790	678,933	12,684,934
12,622,686	1,019,608	2,181,008	16,665,759
$ 24,317,897	$ 1,330,398	$ 2,859,941	$ 29,350,693

CITY OF NEW BRIGHTON, MINNESOTA
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF REVENUE,
EXPENSES AND CHANGES IN NET POSITION
For The Year Ended December 31, 2025

	Risk Management	Compensated Absences
Operating revenue:		
Customer charges	$ 939,400	$ 75,000
Total operating revenues	939,400	75,000
Operating expenses:		
Personnel services	21,310	138,385
Materials and supplies	-	-
Contractual services	885,292	-
Professional services	119,448	-
Depreciation	-	-
Total operating expenses	1,026,050	138,385
Operating income (loss)	(86,650)	(63,385)
Nonoperating revenues (expenses):		
Investment income:		
Interest on investments	56,771	44,556
Change in fair value of investments	23,531	14,984
Intergovernmental	5	-
Gain (loss) on disposal of capital assets	-	-
Claims Reimbursement	17,611	-
Miscellaneous	-	-
Total nonoperating revenues (expenses)	97,918	59,540
Income (loss) before capital contributions and transfers	11,268	(3,845)
Transfers:		
Transfers in	-	-
Transfers out	-	-
Total Transfers	-	-
Change in net position	11,268	(3,845)
Net position - January 1	1,332,298	(497,264)
Net position - December 31	$ 1,343,566	$ (501,109)

Capital Replacement	Information Technology	Pavement Management	Total
$ 1,881,100	$ 1,180,700	$ 181,700	$ 4,257,900
1,881,100	1,180,700	181,700	4,257,900
-	499,214	-	658,909
-	43,179	-	43,179
16,998	618,753	-	1,521,043
-	23,991	-	143,439
1,262,904	99,077	37,533	1,399,514
1,279,902	1,284,214	37,533	3,766,084
601,198	(103,514)	144,167	491,816
528,117	49,632	91,527	770,603
187,945	19,081	32,435	277,976
-	107	-	112
76,603	(55,768)	-	20,835
-	-	-	17,611
-	624	-	624
792,665	13,676	123,962	1,087,761
1,393,863	(89,838)	268,129	1,579,577
829,300	-	-	829,300
(1,800,000)	-	(253,000)	(2,053,000)
(970,700)	-	(253,000)	(1,223,700)
423,163	(89,838)	15,129	355,877
23,894,734	1,420,236	2,844,812	28,994,816
$ 24,317,897	$ 1,330,398	$ 2,859,941	$ 29,350,693

CITY OF NEW BRIGHTON, MINNESOTA
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF CASH FLOWS
For The Year Ended December 31, 2025

	Risk Management	Compensated Absences	Capital Replacement
Cash flows from operating activities:			
Receipts from interfund services provided	$ 942,688	$ 75,117	$ 1,840,476
Payments to employees	(22,268)	(92,570)	-
Payments to suppliers for goods and services	(871,168)	(124)	(33,358)
Net cash provided (used) by operating activities	49,252	(17,577)	1,807,118
Cash flows from capital and related financing activities:			
Acquisition of capital assets	-	-	(1,396,031)
Refund and Reimbursement	17,611	-	-
Transfers in	-	-	829,300
Transfers out	-	-	(1,800,000)
Proceeds from sale of capital assets	-	-	100,340
Net cash provided (used) by capital and related financing activities	17,611	-	(2,266,391)
Cash flows from investing activities:			
Investment income:			
Interest on investments	56,138	43,671	529,274
Change in fair value of investments	23,531	14,984	187,945
Net cash provided (used) by investing activities	79,669	58,655	717,219
Net increase in cash and cash equivalents	146,532	41,078	257,946
Cash and cash equivalents - January 1	1,526,091	1,089,969	12,250,888
Cash and cash equivalents - December 31	$ 1,672,623	$ 1,131,047	$ 12,508,834
Reconciliation of operating income (loss) to net cash provided (used) by operating activities:			
Operating income (loss)	$ (86,650)	$ (63,385)	$ 601,198
Adjustments to reconcile operating income (loss) to net cash flows from operating activities:			
Depreciation	-	-	1,262,904
Changes in assets and liabilities:			
Pension expense	(1,206)	-	-
OPEB expense	137	-	-
Decrease (increase) in prepaids	4,811	-	(16,360)
Decrease (increase) in receivables	3,288	-	(40,624)
Increase (decrease) in due to other funds	(27,999)	-	-
Increase (decrease) in payables	156,871	45,808	-
Total adjustments	135,902	45,808	1,205,920
Net cash provided (used) by operating activities	$ 49,252	$ (17,577)	$ 1,807,118

Information Technology	Pavement Management	Total
$ 1,182,712	$ 181,700	$ 4,222,693
(483,019)	-	(597,857)
(730,500)	(25)	(1,635,175)
(30,807)	181,675	1,989,661
(88,500)	-	(1,484,531)
624	-	18,235
-	-	829,300
-	(253,000)	(2,053,000)
-	-	100,340
(87,876)	(253,000)	(2,589,656)
50,297	91,671	771,051
19,081	32,435	277,976
69,378	124,106	1,049,027
(49,305)	52,781	449,032
1,244,241	2,113,635	18,224,824
$ 1,194,936	$ 2,166,416	$ 18,673,856
$ (103,514)	$ 144,167	$ 491,816
99,077	37,533	1,399,514
1,618	-	412
10,279	-	10,416
(48,699)	-	(60,248)
1,960	-	(35,376)
-	-	(27,999)
8,472	(25)	211,126
72,707	37,508	1,497,845
$ (30,807)	$ 181,675	$ 1,989,661

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SUPPLEMENTARY FINANCIAL INFORMATION

CITY OF NEW BRIGHTON, MINNESOTA
TAX INCREMENT FINANCING CAPITAL PROJECT FUNDS
SUBCOMBINING BALANCE SHEET
December 31, 2025

	Tax Increment District 26	Tax Increment District #31	Tax Increment District #31A	Tax Increment District #32
Assets:				
Cash and investments	$ -	$ -	$ -	$ -
Accrued interest receivable	-	-	-	-
Taxes receivable:				
Delinquent	-	2,301	453	525
Due from county	-	89,051	578	-
Assets held for resale	-	-	-	1,971,853
Total assets	$ -	$ 91,352	$ 1,031	$ 1,972,378
Liabilities:				
Accounts payable	$ -	$ 128	$ 4	$ 266
Deposits payable	-	-	-	-
Due to other governmental units	-	5,660	-	626
Interfund loans payable	-	8,626,399	709,471	3,496,334
Total Liabilities	-	8,632,187	709,475	3,497,226
Deferred inflows of resources:				
Unavailable revenue - delinquent taxes	-	2,301	453	525
Total Deferred Inflows of Resources	-	2,301	453	525
Fund balance (deficit):				
Restricted	-	-	-	1,971,853
Unassigned	-	(8,543,136)	(708,897)	(3,497,226)
Total fund balance (deficit)	-	(8,543,136)	(708,897)	(1,525,373)
Total liabilities, deferred inflows of resources and fund balances	$ -	$ 91,352	$ 1,031	$ 1,972,378

Tax Increment District #32A	Tax Increment District 33	Tax Increment District 34	Tax Increment District 35	Total
$ -	$ -	$ -	$ 285,354	$ 285,354
-	-	-	1,939	1,939
-	-	-	1,000	4,279
2,194	-	-	-	91,823
-	-	-	-	1,971,853
$ 2,194	$ -	$ -	$ 288,293	$ 2,355,248
$ 408	$ -	$ 6	$ 19	$ 831
-	-	91,614	-	91,614
-	509	1,699	510	9,004
2,748,669	206,748	2,558,490	-	18,346,111
2,749,077	207,257	2,651,809	529	18,447,560
-	-	-	1,000	4,279
-	-	-	1,000	4,279
-	-	-	286,764	2,258,617
(2,746,883)	(207,257)	(2,651,809)	-	(18,355,208)
(2,746,883)	(207,257)	(2,651,809)	286,764	(16,096,591)
$ 2,194	$ -	$ -	$ 288,293	$ 2,355,248

CITY OF NEW BRIGHTON, MINNESOTA
TAX INCREMENT FINANCING CAPITAL PROJECT FUNDS
SUBCOMBINING SCHEDULE OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES
For The Year Ended December 31, 2025

	Tax Increment District 26	Tax Increment District #31	Tax Increment District #31A	Tax Increment District #32
Revenue:				
Taxes:				
Tax increment	$ -	$ 1,275,389	$ 60,801	$ 605,927
Investment income:				
Interest on investments	-	153	811	4,967
Change in fair value of investments	-	-	-	-
Total revenue	-	1,275,542	61,612	610,894
Expenditures:				
Current:				
Community development	-	6,173	-	9,303
Interfund interest	-	289,235	29,659	150,198
Capital outlay:				
Community development	-	-	-	-
Total expenditures	-	295,408	29,659	159,501
Excess (deficiency) of revenue over (under) expenditures	-	980,134	31,953	451,393
Other financing source (uses):				
Transfer in	-	1,595	-	-
Transfer out	(1,595)	(2,302,178)	-	(192,339)
Total other financing sources (uses)	(1,595)	(2,300,583)	-	(192,339)
Net increase (decrease) in fund balance	(1,595)	(1,320,449)	31,953	259,054
Fund balance (deficit) - January 1	1,595	(7,222,687)	(740,850)	(1,784,427)
Fund balance (deficit) - December 31	$ -	$ (8,543,136)	$ (708,897)	$ (1,525,373)

Tax Increment District #32A	Tax Increment District 33	Tax Increment District 34	Tax Increment District 35	Intrafund Elimination	Total
$ 93,168	$ 22,132	$ 358,359	$ 370,550	$ -	$ 2,786,326
1,499	282	787	6,939	-	15,438
-	-	-	1,418	-	1,418
94,667	22,414	359,146	378,907	-	2,803,182
5,863	510	238,337	170,935	-	431,121
109,039	8,803	101,773	-	-	688,707
-	-	34,041	-	-	34,041
114,902	9,313	374,151	170,935	-	1,153,869
(20,235)	13,101	(15,005)	207,972	-	1,649,313
-	-	-	-	(1,595)	-
-	-	-	-	1,595	(2,494,517)
-	-	-	-	-	(2,494,517)
(20,235)	13,101	(15,005)	207,972	-	(845,204)
(2,726,648)	(220,358)	(2,636,804)	78,792	-	(15,251,387)
$ (2,746,883)	$ (207,257)	$ (2,651,809)	$ 286,764	$ -	$ (16,096,591)

III. STATISTICAL SECTION (UNAUDITED)

III. Statistical Section (Unaudited)

This part of the City of New Brighton's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

Contents **Page**

Financial Trends ---------- **146**
These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

Revenue Capacity ---------- **154**
These schedules contain information to help the reader assess the City's most significant local revenue source, the property tax.

Debt Capacity ---------- **158**
These schedules present information to help the reader assess the afford-ability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.

Demographic and Economic Information ---------- **165**
These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.

Operating Information ---------- **167**
These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports for the relevant year.

CITY OF NEW BRIGHTON, MINNESOTA
NET POSITION
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year			
	2025	2024	2023	2022
Governmental activities				
Net Investment in capital assets	$ 80,595,841	$ 75,312,230	$ 73,561,269	$ 73,031,316
Restricted	7,611,826	8,167,298	10,889,428	2,620,666
Unrestricted	29,597,538	25,472,883	18,074,304	19,855,087
Total governmental activities net position	$ 117,805,205	$ 108,952,411	$ 102,525,001	$ 95,507,069
Business-type activities				
Net Investment in capital assets	$ 32,730,232	$ 29,305,100	$ 27,334,318	$ 25,141,714
Unrestricted	2,156,911	2,888,867	2,492,752	1,919,118
Total business-type activities net position	$ 34,887,143	$ 32,193,967	$ 29,827,070	$ 27,060,832
Primary government				
Net Investment in capital assets	$ 113,326,073	$ 104,617,330	$ 100,895,587	$ 98,173,030
Restricted	7,611,826	8,167,298	10,889,428	2,620,666
Unrestricted	31,754,449	28,361,750	20,567,056	21,774,205
Total primary government net position	$ 152,692,348	$ 141,146,378	$ 132,352,071	$ 122,567,901

Schedule 1

Fiscal Year					
2021	2020	2019	2018	2017	2016
$ 72,850,850	$ 72,488,859	$ 71,887,289	$ 69,731,608	$ 62,261,408	$ 57,479,876
2,572,704	1,120,826	88,730	70,929	91,272	522,592
16,704,890	11,890,323	3,892,151	(1,130,633)	(4,473,775)	(4,290,321)
$ 92,128,444	$ 85,500,008	$ 75,868,170	$ 68,671,904	$ 57,878,905	$ 53,712,147
$ 24,619,622	$ 23,059,415	$ 20,316,390	$ 17,277,044	$ 15,506,616	$ 14,780,445
447,434	(575,156)	(138,155)	451,988	1,444,865	1,155,070
$ 25,067,056	$ 22,484,259	$ 20,178,235	$ 17,729,032	$ 16,951,481	$ 15,935,515
$ 97,470,472	$ 95,548,274	$ 92,203,679	$ 87,008,652	$ 77,768,024	$ 72,260,321
2,572,704	1,120,826	88,730	70,929	91,272	522,592
17,152,324	11,315,167	3,753,996	(678,645)	(3,028,910)	(3,135,251)
$ 117,195,500	$ 107,984,267	$ 96,046,405	$ 86,400,936	$ 74,830,386	$ 69,647,662

CITY OF NEW BRIGHTON, MINNESOTA
CHANGES IN NET POSITION
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year				
Expenses	2025	2024	2023	2022	2021
Governmental activities:					
General government	$ 4,229,797	$ 3,919,890	$ 3,697,367	$ 3,322,395	$ 2,775,928
Community development	1,899,067	1,969,366	1,882,856	1,490,971	2,832,128
Parks and recreation	6,038,508	5,683,950	5,350,564	5,230,822	4,516,616
Public safety	8,725,480	8,301,969	8,564,120	7,710,840	5,891,769
Public works	6,920,386	8,088,771	7,993,497	6,466,558	5,872,656
Interest on long-term debt	628,641	721,926	832,474	921,673	989,012
Total governmental activities expenses	$ 28,441,879	$ 28,685,872	$ 28,320,878	$ 25,143,259	$ 22,878,109
Business-type activities:					
Water	$ 2,486,312	$ 2,349,898	$ 2,275,943	$ 2,250,420	$ 2,131,003
Sewer	3,851,602	3,562,091	3,153,459	3,308,661	3,191,242
Stormwater	949,783	999,786	623,986	923,576	794,112
Street lights	375,083	244,743	261,774	239,227	203,641
Total business-type activities expenses	7,662,780	7,156,518	6,315,162	6,721,884	6,319,998
Total primary government expenses	$ 36,104,659	$ 35,842,390	$ 34,636,040	$ 31,865,143	$ 29,198,107
Program Revenues					
Governmental activities:					
Charges for services:					
General government	$ 1,754,926	$ 1,558,840	$ 1,379,325	$ 1,102,779	$ 917,093
Community development	1,185,959	1,220,515	1,007,540	1,390,387	1,632,009
Parks and recreation	2,707,278	2,534,963	2,382,845	1,922,793	1,288,393
Public safety	157,989	155,864	183,799	177,608	166,651
Public works	1,004,019	2,581,802	3,914,042	4,696,292	4,552,566
Operating grants and contributions	2,167,934	1,661,789	2,550,281	1,310,415	1,463,127
Capital grants and contributions	1,155,429	1,576,809	1,610,694	1,972,176	954,870
Total governmental activities program revenues	$ 10,133,534	$ 11,290,582	$ 13,028,526	$ 12,572,450	$ 10,974,709
Business-type activities:					
Charges for services:					
Water	$ 4,517,666	$ 3,917,265	$ 4,128,136	$ 3,850,459	$ 3,820,092
Sewer	4,255,694	4,043,240	4,128,402	4,277,729	3,840,430
Stormwater	1,364,419	1,311,526	1,253,299	1,153,087	1,057,925
Street lights	375,888	355,839	348,481	341,271	321,530
Operating grants and contributions	244,420	112,795	50,973	54,701	16,207
Capital grants and contributions	-	-	-	-	550,541
Total business-type activities program revenues	10,758,087	9,740,665	9,909,291	9,677,247	9,606,725
Total primary government program revenues	$ 20,891,621	$ 21,031,247	$ 22,937,817	$ 22,249,697	$ 20,581,434
Net (Expense)/Revenue					
Governmental activities	$ (18,308,345)	$ (17,395,290)	$ (15,292,352)	$ (12,570,809)	$ (11,903,400)
Business-type activities	3,095,307	2,584,147	3,594,129	2,955,363	3,286,727
Total primary government net (expense)	$ (15,213,038)	$ (14,811,143)	$ (11,698,223)	$ (9,615,446)	$ (8,616,673)
General Revenues and Other Changes in Net Position					
Governmental activities:					
Taxes:					
Property taxes	14,899,359	13,722,456	12,348,886	11,510,102	10,763,946
Tax increment	2,788,724	4,014,237	3,799,083	3,409,890	3,236,587
Franchise taxes (1)	1,368,559	1,375,751	1,197,534	1,224,898	1,216,360
Unrestricted grants and contributions	823,416	1,091,226	454,862	1,193,541	2,993,888
Unrestricted investment earnings	6,523,758	3,117,762	3,166,130	(2,144,204)	(431,390)
Gain (loss) on sale of capital assets	2,160	151,952	237,020	312	65,051
Transfers	755,163	475,327	1,106,769	754,895	687,394
Total governmental activities	$ 27,161,139	$ 23,948,711	$ 22,310,284	$ 15,949,434	$ 18,531,836
Business-type activities:					
Taxes:					
Property taxes	$ 5,852	$ 5,850	$ 5,850	$ 5,900	$ 5,743
Unrestricted investment earnings	347,180	273,076	273,028	(212,592)	(22,279)
Transfers	(755,163)	(475,327)	(1,106,769)	(754,895)	(687,394)
Other Business Type Acitivities	-	-	-	-	-
Total business-type activities	(402,131)	(196,401)	(827,891)	(961,587)	(703,930)
Total primary government	$ 26,759,008	$ 23,752,310	$ 21,482,393	$ 14,987,847	$ 17,827,906
Change in Net Position					
Governmental activities	$ 8,852,794	$ 6,553,421	$ 7,017,932	$ 3,378,625	$ 6,628,436
Business-type activities	2,693,176	2,387,746	2,766,238	1,993,776	2,582,797
Total primary government	$ 11,545,970	$ 8,941,167	$ 9,784,170	$ 5,372,401	$ 9,211,233

Schedule 2

Fiscal Year				
2020	2019	2018	2017	2016
$ 2,844,912	$ 2,784,837	$ 2,745,296	$ 2,224,568	$ 2,177,152
2,029,219	2,400,969	1,426,833	6,298,922	1,536,112
4,460,309	4,392,200	4,260,366	4,281,616	3,922,278
6,753,626	6,468,430	6,320,937	5,013,798	7,338,380
5,618,746	5,771,006	6,761,750	6,173,626	6,532,262
904,371	807,349	876,818	1,376,699	2,442,688
$ 22,611,183	$ 22,624,791	$ 22,392,000	$ 25,369,229	$ 23,948,872
$ 2,129,333	$ 2,283,465	$ 2,652,757	$ 1,749,193	$ 1,774,765
3,206,929	3,275,481	3,059,342	2,899,580	2,729,499
743,045	771,285	634,249	698,488	597,915
168,354	218,650	204,425	178,527	177,083
6,247,661	6,548,881	6,550,773	5,525,788	5,279,262
$ 28,858,844	$ 29,173,672	$ 28,942,773	$ 30,895,017	$ 29,228,134
$ 741,962	$ 684,064	$ 565,329	$ 394,922	$ 334,683
1,547,874	1,530,279	771,010	1,164,743	1,106,693
937,171	1,925,927	2,020,434	2,573,989	1,916,753
127,002	206,078	193,030	158,308	161,453
3,949,763	4,998,550	13,072,957	9,011,482	8,416,959
1,616,956	1,361,714	1,344,713	1,054,578	1,088,455
2,390,174	1,399,402	787,408	1,272,420	4,573,343
$ 11,310,902	$ 12,106,014	$ 18,754,881	$ 15,630,442	$ 17,598,339
$ 3,526,021	$ 3,341,086	$ 3,122,156	$ 2,301,673	$ 2,050,779
3,698,186	3,804,722	2,998,970	2,942,163	2,975,802
989,928	934,026	846,425	849,361	789,271
306,478	301,563	279,481	271,053	253,760
27,530	275,151	31,951	184,667	36,169
576,739	182,439	182,695	-	1,636,422
9,124,882	8,838,987	7,461,678	6,548,917	7,742,203
$ 20,435,784	$ 20,945,001	$ 26,216,559	$ 22,179,359	$ 25,340,542
$ (11,300,281)	$ (10,518,777)	$ (3,637,119)	$ (9,738,787)	$ (6,350,533)
2,877,221	2,290,106	910,905	1,023,129	2,462,941
$ (8,423,060)	$ (8,228,671)	$ (2,726,214)	$ (8,715,658)	$ (3,887,592)
10,393,869	9,290,755	8,790,897	8,001,827	$ 7,209,297
3,116,114	3,476,002	3,954,300	3,226,023	3,063,506
1,206,527	1,242,260	1,272,679	1,230,636	1,129,176
2,465,587	675,202	689,349	600,375	616,960
1,971,831	2,412,654	956,122	1,015,101	1,034,227
1,090,994	670,260	25,330	(144,800)	-
687,197	(52,090)	1,520	(23,616)	(120,388)
$ 20,932,119	$ 17,715,043	$ 15,690,197	$ 13,905,546	$ 12,932,778
$ 5,896	$ 5,799	$ 5,850	$ 5,850	$ 5,850
110,104	101,208	23,336	(36,629)	17,715
(687,197)	52,090	(1,520)	23,616	120,388
-	-	-	-	3,946
(571,197)	159,097	27,666	(7,163)	147,899
$ 20,360,922	$ 17,874,140	$ 15,717,863	$ 13,898,383	$ 13,080,677
$ 9,631,838	$ 7,196,266	$ 12,053,078	$ 4,166,759	$ 6,582,245
2,306,024	2,449,203	938,571	1,015,966	2,610,840
$ 11,937,862	$ 9,645,469	$ 12,991,649	$ 5,182,725	$ 9,193,085

CITY OF NEW BRIGHTON, MINNESOTA
FUND BALANCES, GOVERNMENTAL FUNDS
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year			
	2025	2024	2023	2022
General Fund				
Nonspendable:				
Prepaids	$ 38,536	$ 125,980	$ 31,581	$ 38,781
Restricted	956,982	991,730	925,866	67,905
Committed	80,315	85,837	101,399	65,259
Assigned	122,829	108,506	97,199	96,049
Unassigned	10,879,384	10,453,175	10,135,771	8,701,705
Total General Fund Balance	$ 12,078,046	$ 11,765,228	$ 11,291,816	$ 8,969,699
All Other Governmental Funds				
Nonspendable:				
Prepaids	$ 46,446	$ -	$ 3,000	$ 61,829
Restricted	4,659,415	3,011,053	7,727,471	7,727,471
Committed	35,544,200	36,856,022	32,618,244	33,610,739
Assigned:	9,181,055	9,963,061	9,453,021	8,658,631
Unassigned	(18,355,208)	(17,303,627)	(16,680,297)	(14,916,898)
Total All Other Governmental Funds	31,075,908	32,526,509	33,121,439	35,141,772
Total All Governmental Funds	$ 43,153,954	$ 44,291,737	$ 44,413,255	$ 44,111,471

Schedule 3

Fiscal Year					
2021	2020	2019	2018	2017	2016
$ 31,380	$ 34,787	$ 47,066	$ 62,072	$ 57,476	$ 12,777
71,144	77,280	88,730	70,929	91,272	74,689
55,902	51,655	50,021	51,442	46,744	49,566
88,093	96,109	90,415	85,470	92,845	150,096
10,457,281	9,116,262	7,491,321	6,918,212	6,732,602	6,461,527
$ 10,703,800	$ 9,376,093	$ 7,767,553	$ 7,188,125	$ 7,020,939	$ 6,748,655
$ -	$ 1,973,356	$ 1,975,774	$ 3,738	$ 1,903,630	$ 110
13,431,521	813,653	2,205,561	319,560	394,744	27,171,772
31,644,600	32,697,038	29,593,897	27,012,415	24,141,968	24,897,975
9,094,531	5,901,015	4,347,381	4,073,725	3,897,558	3,649,618
(17,034,978)	(15,859,407)	(15,666,045)	(14,339,406)	(14,834,949)	(8,410,708)
37,135,674	25,525,655	22,456,568	17,070,032	15,502,951	47,308,767
$ 47,839,474	$ 34,901,748	$ 30,224,121	$ 24,258,157	$ 22,523,890	$ 54,057,422

CITY OF NEW BRIGHTON, MINNESOTA
CHANGES IN FUND BALANCES, GOVERNMENTAL FUNDS
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year			
	2025	2024	2023	2022
Revenues				
General property taxes	$ 14,912,195	$ 13,644,603	$ 12,537,781	$ 11,399,807
Tax increment	2,786,326	4,016,450	3,799,623	3,428,489
Franchise Taxes	1,368,559	1,375,751	1,197,534	1,224,898
Licenses and permits	1,031,557	979,820	847,190	960,280
Intergovernmental	3,159,581	3,130,229	4,998,655	3,137,762
Charges for services	5,396,697	6,705,343	7,724,455	8,023,944
Special assessments	223,436	305,472	261,163	289,340
Fines and forfeits	78,327	63,861	46,634	46,937
Investment earnings	5,475,179	2,400,133	2,534,028	(1,589,241)
Interest on interfund loans	834,373	806,296	895,494	850,235
Rents	466,004	412,763	362,225	425,650
Miscellaneous Revenue	140,007	155,488	127,893	126,320
Contributions and donations	45,516	34,145	28,588	51,710
Park dedication charge	-	12,775	-	3,650
Other	-	-	7,170	-
Total revenues	35,917,757	34,043,129	35,368,433	28,379,781
Expenditures				
General government	3,945,945	3,679,334	3,364,043	3,051,886
Community development	1,903,329	1,976,295	1,792,997	1,450,208
Parks and recreation	6,382,391	5,721,169	5,122,020	4,806,811
Public safety	8,703,080	8,314,999	7,470,602	7,010,395
Public works	5,003,890	4,229,036	5,235,793	4,735,022
Capital outlay	8,851,701	5,408,393	10,333,696	4,266,808
Debt service:				
Principal	2,730,000	3,250,000	2,625,000	2,225,000
Interest	827,520	942,000	1,034,023	1,100,483
Discount on debt issued	-	-	-	-
Interfund interest	688,707	657,458	692,738	695,573
Total expenditures	39,036,563	34,178,684	37,670,912	29,342,186
Excess of revenues over (under) expenditures	(3,118,806)	(135,555)	(2,302,479)	(962,405)
Other Financing Sources (Uses)				
Issuance of debt	-	-	-	-
Premium on debt issued	-	-	-	-
Transfers in	9,871,065	11,683,621	7,926,676	8,438,842
Transfers out	(7,892,202)	(11,818,535)	(8,461,051)	(8,203,247)
Sale of land or capital assets	2,160	151,951	133,100	1,345
Total other financing sources (uses)	1,981,023	17,037	(401,275)	236,940
Net change in fund balances	$ (1,137,783)	$ (118,518)	$ (2,703,754)	$ (725,465)
Debt service as a percentage of noncapital expenditures	11.9%	14.9%	14.1%	13.2%

Note: The large percentage increase in 2017 was caused by the crossover refunding of the 2006A and 2007B TIF bonds.

Schedule 4

Fiscal Year					
2021	2020	2019	2018	2017	2016
$ 10,687,049	$ 10,364,672	$ 9,303,986	$ 8,784,818	$ 8,003,069	$ 7,213,740
3,235,857	3,115,150	3,535,231	3,891,820	3,227,535	3,063,506
1,216,360	1,206,527	1,242,260	1,272,679	1,230,636	1,129,176
929,073	1,027,241	1,029,894	618,376	924,381	862,200
5,168,069	4,488,551	3,190,997	2,324,619	2,349,800	2,256,427
6,678,293	5,672,000	8,087,930	16,143,625	10,777,332	10,382,672
275,715	417,056	209,667	190,153	162,008	118,327
40,617	47,702	81,974	74,867	73,272	76,626
(338,576)	1,534,348	1,876,915	789,368	880,221	912,800
761,308	721,463	651,493	637,240	638,164	599,677
410,524	440,655	408,757	356,406	320,186	302,236
349,377	471,431	403,005	200,263	159,407	289,463
28,420	554,663	64,643	65,600	60,158	62,631
240,900	372,300	383,250	-	81,876	31,572
-	-	-	-	-	-
29,682,986	30,433,759	30,470,002	35,349,834	28,888,045	27,301,053
2,708,036	2,759,390	2,579,073	2,508,564	2,144,204	1,923,885
1,841,692	2,170,043	2,422,809	1,447,654	6,472,445	1,357,963
4,259,148	4,267,909	4,193,606	4,058,773	3,807,583	3,494,387
6,681,916	6,725,980	6,276,993	5,826,367	5,642,856	5,587,020
4,661,502	4,742,652	4,905,774	5,589,146	5,041,787	4,787,990
3,598,643	2,830,714	4,008,661	9,708,588	6,700,132	7,290,505
2,010,000	1,810,000	1,990,000	2,345,000	32,825,000	2,675,000
946,552	1,002,644	921,577	975,271	2,057,542	2,471,427
132,095	-	16,211	-	-	-
626,266	602,239	584,018	620,424	628,006	588,139
27,465,850	26,911,571	27,898,722	33,079,787	65,319,555	30,176,316
2,217,136	3,522,188	2,571,280	2,270,047	(36,431,510)	(2,875,263)
9,875,000	-	3,075,000	-	5,040,000	8,705,000
604,030	-	454,317	-	-	252,773
7,756,108	5,477,032	3,647,882	4,675,413	4,454,413	5,991,850
(7,588,014)	(5,309,135)	(4,165,688)	(5,211,193)	(4,602,589)	(6,832,273)
73,466	987,542	383,173	-	6,158	375
10,720,590	1,155,439	3,394,684	(535,780)	4,897,982	8,117,725
$ 12,937,726	$ 4,677,627	$ 5,965,964	$ 1,734,267	$ (31,533,528)	$ 5,242,462
12.1%	11.8%	12.2%	14.0%	60.1%	22.3%

CITY OF NEW BRIGHTON, MINNESOTA
TAX CAPACITY AND ESTIMATED MARKET VALUE OF TAXABLE PROPERTY **Schedule 5**
Last Ten Fiscal Years
(Unaudited)

Year Taxes Payable	Tax Capacity Value						Assessor's Estimated Market Value of Taxable Property	Total Direct Tax Rate
	Real Property	Personal Property	Total	Fiscal Disparities	Tax Increment	Net Taxable Value		
2016	21,568,300	341,500	21,909,800	712,100	(2,742,600)	19,879,300	1,927,158,300	1.35%
2017	23,197,100	421,000	23,618,100	795,200	(2,909,700)	21,503,600	2,058,438,500	1.41%
2018	25,601,600	439,000	26,040,500	730,300	(3,402,500)	23,368,300	2,233,653,900	1.44%
2019	27,976,600	367,800	28,344,400	601,600	(3,282,800)	25,663,200	2,417,354,100	1.46%
2020	29,698,500	401,200	30,099,700	476,400	(2,667,800)	27,908,300	2,568,417,900	1.51%
2021	32,129,232	437,669	32,566,901	674,785	(2,884,164)	30,357,522	2,760,181,800	1.33%
2022	33,285,955	259,782	33,545,737	643,393	(3,100,922)	31,088,208	2,859,131,500	1.50%
2023	37,479,764	267,392	37,747,156	862,753	(3,533,461)	35,076,448	3,233,531,300	1.39%
2024	39,704,585	276,118	39,980,703	1,284,252	(2,703,598)	38,561,357	3,386,508,248	1.60%
2025	40,284,374	317,869	40,602,243	1,085,344	(2,657,371)	39,030,216	3,445,173,155	1.83%

Source: Ramsey County Department of Property Records and Revenue.
Note: Amounts prior to 201 are rounded to the nearest hundred.

CITY OF NEW BRIGHTON, MINNESOTA
DIRECT AND OVERLAPPING PROPERTY TAX RATES **Schedule 6**
Last Ten Fiscal Years
(rate per $1,000 of assessed value)
(Unaudited)

Fiscal Year	City Direct Rates			Overlapping Rates			
	Basic Rate	General Obligation Debt Service	Total Direct	School (1)	County	Other (2)	Total
2016	1.25%	0.10%	1.35%	0.98%	2.20%	0.34%	4.86%
2017	1.31%	0.11%	1.41%	0.97%	2.14%	0.33%	4.86%
2018	1.30%	0.14%	1.44%	1.10%	2.09%	0.32%	4.95%
2019	1.46%	0.00%	1.46%	1.04%	2.08%	0.33%	4.90%
2020	1.51%	0.00%	1.51%	1.01%	2.11%	0.33%	4.96%
2021	1.33%	0.00%	1.33%	0.92%	1.83%	0.30%	4.38%
2022	1.50%	0.00%	1.50%	0.94%	1.93%	0.40%	4.77%
2023	1.39%	0.00%	1.39%	0.72%	1.75%	0.34%	4.20%
2024	1.60%	0.00%	1.60%	0.69%	1.92%	0.37%	4.59%
2025	1.83%	0.00%	1.83%	1.00%	2.20%	0.40%	5.43%

(1) The majority of New Brighton is served by School District 621 and Intermediate School District 916. Rates for these districts are used in the table.
(2) Other includes: Metropolitan Council, Metropolitan Mosquito Control, Metro Transit and Rice Creek Watershed.

Source: Ramsey County Department of Taxation.

CITY OF NEW BRIGHTON, MINNESOTA
PRINCIPAL PROPERTY TAXPAYERS
Current Year and Ten Years Ago
(Unaudited)

Schedule 7

	2025			2016		
Taxpayer	Net Tax Capacity for Taxes Payable	Rank	Percent of Total City Net Tax Capacity	Net Tax Capacity for Taxes Payable	Rank	Percent of Total City Net Tax Capacity
Breit Ramsey Industrial Owner LLC	$ 1,191,570	1	3.05%	$ 581,790	1	2.93%
Krishna Holdings LLC	$ 404,250	2	1.04%	N/A		N/A
Garden View Apartments LLC	$ 395,344	3	1.01%	N/A		N/A
2299 Palmer LLC	$ 350,000	4	0.90%	N/A		N/A
New Brighton Business CNTR LLC	$ 334,164	5	0.86%	$ 177,840	6	0.89%
Sterling Georgetown LLC	$ 316,455	6	0.81%	N/A		N/A
The View at Long Lake LLC	$ 306,455	7	0.79%	N/A		N/A
B & D Services Inc	$ 273,432	8	0.70%	N/A		N/A
EWR New Brighton COB, LLC	$ 265,032	9	0.68%	N/A		N/A
Spartacus Ventures LLC	$ 235,250	10	0.60%	$ 141,580	9	N/A
Engelsma LP	N/A		N/A	$ 180,338	5	0.91%
Dalstar 5th Ave LLC	N/A		N/A	$ 137,038	10	N/A
Xcel Energy	N/A		N/A	$ 271,952	2	1.37%
HSNB LLC	N/A		N/A	$ 216,062	3	1.09%
AX US LP	N/A		N/A	$ 181,808	4	0.91%
CU Mortgage Services Inc.	N/A		N/A	$ 161,700	7	0.81%
Donatelle Associates	N/A		N/A	$ 149,626	8	0.75%
Total	$ 4,071,952		10.43%	$ 2,199,734		9.66%

Source: Ramsey County Department of Property Records and Revenue.

CITY OF NEW BRIGHTON, MINNESOTA
PROPERTY TAX LEVIES AND COLLECTIONS
Last Ten Fiscal Years
(Unaudited)

Schedule 8

Fiscal Year Ended Dec 31,	Total Tax Levy	Current Tax Collections	Percent of Current Levy Collected	Delinquent Tax Collections in Subsequent Years	Total Tax Collections	Total Collections and Adjustments as a Percent of Levy
2016	7,191,700	7,122,100	99.03%	67,000	7,189,100	99.96%
2017	7,900,100	7,838,600	99.22%	59,100	7,897,700	99.97%
2018	8,661,200	8,596,800	99.26%	62,300	8,659,100	99.98%
2019	9,513,000	9,227,100	96.99%	282,900	9,510,000	99.97%
2020	10,384,400	10,262,700	98.83%	111,200	10,373,900	99.90%
2021	10,602,400	10,434,100	98.41%	166,000	10,600,100	99.98%
2022	11,475,600	11,260,600	98.13%	227,600	11,488,200	100.00%
2023	12,609,500	12,539,900	99.45%	54,901	12,594,801	99.88%
2024	13,730,800	13,604,800	99.08%	75,800	13,680,600	99.63%
2025	15,153,200	14,790,700	97.61%	-	14,790,700	97.61%

Note: Does not include tax increment levies and collections.
Note: Amounts rounded to the nearest hundred.
Note: Excludes Lake Diane (3,750) and Bicentennial Pond (2,100) Levies

CITY OF NEW BRIGHTON, MINNESOTA
RATIOS OF OUTSTANDING DEBT BY TYPE
Last Ten Fiscal Years
(Unaudited)

Schedule 9

Fiscal Year	Governmental Activities			Total Primary Government	Debt as a Percentage of Personal Income (1)	Debt Per Capita (1)
	G.O. Improvement Bonds	G.O. Abatement Bonds	Tax Increment Bonds			
2016	2,379,177	-	60,211,917	62,591,094	8.65%	2,823
2017	2,139,300	-	32,580,561	34,719,861	4.42%	1,536
2018	1,619,423	-	30,669,205	32,288,628	3.94%	1,412
2019	4,748,938	-	28,972,849	33,721,787	3.90%	1,459
2020	4,551,238	-	27,226,492	31,777,730	3.54%	1,356
2021	4,193,537	10,469,169	25,440,136	40,102,842	4.43%	1,710
2022	3,675,837	10,439,583	23,598,781	37,714,201	3.88%	1,591
2023	3,148,138	10,079,998	21,697,425	34,925,561	3.33%	1,492
2024	2,254,882	9,630,414	19,616,463	31,501,759	2.85%	1,304
2025	1,837,263	9,170,828	17,604,904	28,612,995	2.53%	1,171

(1) See Schedule 14 for personal income and population data.
Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.
Note: 2016 outstanding debt amounts have been restated to include unamortized bond premiums

CITY OF NEW BRIGHTON, MINNESOTA
RATIOS OF GENERAL BONDED DEBT OUTSTANDING **Schedule 10**
Last Ten Fiscal Years
(Unaudited)

Fiscal Year	G.O. Improvement Bonds	Less Amount Restricted to Debt Service	Total	Percentage of Assessor's Estimated Market Value of Taxable Property (1)	Per Capita (2)
2016	2,379,177	386,138	1,993,039	0.10%	90
2017	2,139,300	394,744	1,744,556	0.08%	77
2018	1,619,423	319,560	1,299,863	0.06%	57
2019	4,748,938	267,266	4,481,672	0.19%	194
2020	4,551,238	813,653	3,737,585	0.15%	160
2021	4,193,537	991,003	3,202,534	0.12%	137
2022	3,675,837	964,071	2,711,766	0.09%	114
2023	3,148,138	967,314	2,180,824	0.07%	93
2024	2,254,882	737,048	1,517,834	0.04%	63
2025	1,837,263	1,434,883	402,380	0.01%	16

(1) See Schedule 5 for property value data.
(2) See Schedule 14 for population data.
Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.
Note: 2016 outstanding debt amounts have been restated to include unamortized bond premiums

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CITY OF NEW BRIGHTON, MINNESOTA
DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITES DEBT **Schedule 11**
As of December 31, 2025
(Unaudited)

Governmental Unit:	Bonded Gross Debt Outstanding	Percentage Applicable In City*	Estimated City Share of Debt
Debt repaid with property taxes			
Counties:			
Ramsey County	$ 218,647,000	2.71%	$ 5,919,373
Ramsey County Library	14,580,000	7.06%	1,029,111
School Districts:			
ISD No. 282	21,610,000	13.65%	2,949,305
ISD No. 621	195,795,000	22.05%	43,171,482
Special Districts			
Metro Council	1,564,245,118	0.55%	8,543,192
Total Overlapping Debt	2,014,877,118		61,612,463
Direct Debt:			
City of New Brighton	28,612,995		28,612,995
Total Overlapping and Direct Debt	$ 2,043,490,113		$ 90,225,458
Debt Ratios:			
Ratio of debt per capita (23,427 population) - overlapping			$ 2,521
Ratio of debt per capita (23,427 population) - direct			$ 1,171
Ratio of debt per capita (23,427 population) - total			$ 3,692
Ratio of debt to estimated market valuation of	$ 3,445,173,155		2.62%

* Determined by ratio of net tax capacity (after fiscal disparities and tax increment adjustment) of property subject to taxation in overlapping unit to net tax capacity of property subject to taxation in City.

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundries of the City. This schedule estimates the portion of the debt of those overlapping governments that is borne by the residents and businesses of the City of New Brighton. This process recognizes that, when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therfore responsible for repaying the debt, of each overlapping government.

Note: Year end information not available yet from the County

Source: Ramsey County

CITY OF NEW BRIGHTON, MINNESOTA
LEGAL DEBT MARGIN INFORMATION
Last Ten Fiscal Years
(Unaudited)

	Fiscal Year			
	2025	2024	2023	2022
Market value	$ 3,445,173,155	$ 3,386,508,248	$ 3,233,531,300	$ 2,859,131,500
Applicable debt limit (percentage)	3%	3%	3%	3%
Debt limit	103,355,195	101,595,247	97,005,939	85,773,945
Amount of debt applicable to debt limit:				
Total bonded debt	28,612,995	31,501,759	34,925,561	37,714,201
Less: Improvement, tax increment and revenue bonds	(28,612,995)	(31,501,759)	(34,925,561)	(37,714,201)
Less: Cash and investments in related debt service funds	-	-	-	-
Total debt applicable to debt limit	-	-	-	-
Legal debt margin	$ 103,355,195	$ 101,595,247	$ 97,005,939	$ 85,773,945
Total net debt applicable to the limit as a percentage of debt limit	0.00%	0.00%	0.00%	0.00%

Schedule 12

Fiscal Year					
2021	2020	2019	2018	2017	2016
$ 2,760,181,800	$ 2,568,417,900	$ 2,417,354,100	$ 2,233,653,900	$ 2,058,438,500	$ 1,927,158,300
3%	3%	3%	3%	3%	3%
82,805,454	77,052,537	72,520,623	67,009,617	61,753,155	57,814,749
40,102,842	31,777,730	33,721,787	32,288,628	33,515,000	61,300,000
(40,102,842)	(31,777,730)	(33,721,787)	(32,288,628)	(33,515,000)	(61,300,000)
-	-	-	-	-	-
-	-	-	-	-	-
$ 82,805,454	$ 77,052,537	$ 72,520,623	$ 67,009,617	$ 61,753,155	$ 57,814,749
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

CITY OF NEW BRIGHTON, MINNESOTA
PLEDGED-REVENUE COVERAGE
Last Ten Fiscal Years
(Unaudited)

Schedule 13

Fiscal Year	Special Assessment Collections	Debt Service Requirements			Coverage
		Principal	Interest and Paying Agent Fees	Total	
2016	56,500	995,000	69,800	1,064,800	5%
2017	49,900	235,000	55,900	290,900	17%
2018	74,300	515,000	51,400	566,400	13%
2019	78,100	375,000	36,900	411,900	19%
2020	105,500	145,000	169,400	314,400	34%
2021	171,000	305,000	165,700	470,700	36%
2022	162,600	465,000	151,000	616,000	26%
2023	169,600	475,000	131,300	606,300	28%
2024	159,900	950,000	113,100	1,063,100	15%
2025	188,400	355,000	76,400	431,400	44%

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements.
Amounts rounded to the nearest hundred.

CITY OF NEW BRIGHTON, MINNESOTA
DEMOGRAPHIC AND ECONOMIC STATISTICS **Schedule 14**
Last Ten Calendar Years
(Unaudited)

Year	Population (1)	Personal Income (thousands of dollars) (2)	Per Capita Personal Income (2)	Unemployment Rate (3)
2016	22,170	723,873	32,651	3.0%
2017	22,600	785,915	34,775	3.1%
2018	22,875	819,268	35,815	3.3%
2019	23,119	864,882	37,410	3.3%
2020	23,427	897,887	38,327	6.1%
2021	23,454	905,231	38,596	4.0%
2022	23,705	970,862	40,956	2.4%
2023	23,405	1,047,748	44,766	2.8%
2024	24,150	1,105,563	45,779	3.0%
2025	24,440	1,128,737	46,184	3.2%

(1) Population provided by Metropolitan Council estimate for 2013 through 2024.
(2) Personal income and per capita personal income figures provided by American Community Survey compiled by Metropolitan Council.
(3) Unemployment rate figures provided by Minnesota Dept of Employment and Economic Development based on an annual average.

CITY OF NEW BRIGHTON, MINNESOTA
PRINCIPAL EMPLOYERS
Current Year and Ten Years Ago
(Unaudited)

Schedule 15

	2025			2016		
Employer	Number of Employees (1)	Rank	Percentage of Total City Employment	Number of Employees (2)	Rank	Percentage of Total City Employment
Independent School District No. 621 (3)	585	1	5.64%	654	1	6.58%
Medtox Laboratory Inc.	510	2	4.92%	600	2	6.04%
API	373	3	3.60%	220	6	-
Mission Foods	349	4	3.36%	281	4	2.83%
Donatelle	340	5	3.28%	375	3	3.77%
Johnson Screens Inc	219	6	2.11%	-		-
City of New Brighton (4)	206	7	1.99%	119	10	1.20%
Benedictine Health Center at Innsbruck	185	8	1.78%	137	9	1.38%
Pentair	183	9	1.76%	181	7	1.82%
Servion Financial	174	10	1.68%	-		-
Cardiovascular System Inc.	-		-	277	5	2.79%
Print Craft	-		-	155	8	1.56%

(1) Source: Telephone/Email survey (March 2026)
(2) Source: 2016 New Brighton ACFR
(3) Includes schools only in New Brighton
(4) 2025 is based on total FTE's, 2016 includes all employees (all seasonal / part time park and rec employees)

CITY OF NEW BRIGHTON, MINNESOTA
FULL-TIME EQUIVALENT CITY EMPLOYEES BY FUNCTION/PROGRAM **Schedule 16**
Last Ten Fiscal Years
(Unaudited)

	Fiscal Year									
	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
Function/Program										
General Government										
Administration (1)	6.14	6.12	6.12	6.00	5.00	4.00	4.99	4.79	4.50	3.85
Finance	6.00	6.08	6.00	6.00	6.00	6.00	6.00	5.62	5.31	5.00
Elections	0.00	0.00	0.00	2.08	0.00	1.94	0.00	1.74	0.62	2.16
License Bureau	8.27	7.85	7.21	6.50	6.47	6.71	6.75	5.59	3.56	4.65
Passports	3.81	2.92	2.48	2.37	2.40	1.83	0.00	0.00	0.00	0.00
Community Development	6.00	6.00	6.00	6.00	6.00	6.00	5.79	5.67	5.50	6.31
Parks and Recreation										
Parks	9.96	9.88	9.43	9.26	9.08	8.10	10.01	10.10	9.18	7.12
Forestry	1.45	1.49	1.48	1.40	1.59	1.00	1.00	1.00	1.13	1.90
Recreational Programs	11.84	10.67	10.57	10.96	8.75	8.52	9.77	9.63	9.72	9.15
Community Center	14.64	14.37	14.21	14.38	12.06	11.06	14.84	14.84	13.10	13.99
Golf	2.45	2.22	2.54	3.04	2.54	1.84	3.24	3.53	3.73	4.19
Public Safety										
Police	38.24	36.83	36.43	36.42	36.21	36.58	36.04	35.92	34.75	34.10
Fire (2)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.40
Public Works										
Engineering	4.00	4.00	4.00	4.00	4.00	3.11	3.55	3.00	3.22	3.50
Streets	16.00	16.00	16.00	15.91	15.16	15.00	15.00	14.73	13.87	15.02
City Garage	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Information Technology	4.00	3.00	3.00	3.00	3.00	4.00	3.85	2.85	2.00	2.00
Totals	135.80	130.43	128.47	130.32	121.26	118.69	123.83	122.01	113.19	117.34

Source: Payroll FTE hours worked starting with 2017 - prior years are from the City Personnel Budget

(1) City Council members are paid salaries, but are not considered employees

(2) Firefighters are volunteers who are paid per call and per drill and are not considered employees

CITY OF NEW BRIGHTON, MINNESOTA
OPERATING INDICATORS BY FUNCTION/PROGRAM
For the Fiscal Year Ending December 31, 2025

Schedule 17

	Fiscal Year									
Function/Program	**2025**	**2024**	**2023**	**2022**	**2021**	**2020**	**2019**	**2018**	**2017**	**2016**
General Government										
Elections										
Date of last election	11/5/2024	11/5/2024	11/18/2022	11/18/2022	11/3/2020	11/3/2020	11/6/2018	11/6/2018	11/7/2017	11/8/2016
Number of registered voters	15,840	15,840	14,437	14,437	15,069	15,069	15,073	15,073	13,950	15,445
Number of votes cast	13,006	13,006	10,442	10,442	13,855	13,855	11,722	11,722	5,041	13,060
Percentage of registered voters voting	82.1%	82.1%	72.3%	72.3%	91.9%	91.9%	77.8%	77.8%	36.1%	84.6%
Community development										
Single family building permits	813	750	620	682	707	688	624	643	778	905
Multi-family building permits	22	25	27	46	9	20	13	22	11	25
All other building permits	28	53	49	53	53	51	48	37	34	38
Public Safety										
Police										
Criminal offenses (actual and attempts)	265	297	305	533	708	651	474	591	625	545
Traffic accidents	313	293	288	327	314	268	406	330	273	318
DWI's	126	117	145	118	99	111	153	163	128	154
Parking violations	1,066	431	571	642	1,013	240	521	361	344	322
Hazardous moving violations	184	236	289	290	299	386	456	521	548	703
Non-hazardous moving violations	299	175	252	713	293	437	667	892	924	887
Fire										
Fire incidents	385	411	391	407	397	323	382	294	309	310
Rescue and emergency medical service incidents	32	35	29	37	43	19	27	8	11	9
Hazardous conditions (no fire)	91	66	92	67	59	54	62	48	49	60
False alarms	114	141	125	156	123	109	138	124	112	107
Public Works										
Street Preservation (miles)	4.73	2.11	0.86	4.66	5.67	0.81	0.00	0.00	0.00	1.03
Street mill and overlay (miles)	2.29	0.00	0.00	0.42	0.00	0.00	0.00	0.00	0.00	0.06
Street reconstruction (miles)	1.85	2.54	2.47	1.36	2.50	0.86	1.55	1.35	1.92	2.80
Water										
Average daily consumption (thousands of gallons)	1,904	1,644	1,943	1,980	2,139	2,055	1,919	2,060	1,923	2,107
Peak daily consumption (thousands of gallons)	4,672	4,417	4,978	4,820	4,751	4,632	5,252	3,909	4,494	9,000
Water main breaks	22	11	9	6	14	13	15	21	14	24
Sewer										
Average daily sewage discharge (thousands of gallons)	1,893	1,900	1,834	1,754	1,638	1,902	2,030	1,890	1,840	1,853
Parks and Recreation										
Daily youth wristbands (includes twilight)	65,466	74,955	74,802	62,722	17,013	18,703	77,936	81,530	53,593	51,141
Daily adult wristbands	4,765	3,651	2,248	1,621	750	594	2,635	3,312	3,422	4,423
Birthday parties	1,108	1,313	1,422	1,228	376	308	1,332	1,438	1,036	1,220
Softball teams	26	30	39	54	56	28	70	81	87	84
Aquatic registrants	735	866	833	764	675	179	1,123	1,223	1,038	1,277
Life-long recreation registrants	3,320	1,991	1,884	722	277	334	830	1,162	931	1,121
Sports camps and league registrants	1,838	2,045	2,112	1,734	1,037	410	959	1,109	1,991	1,510
Adaptive recreation registrants	62	61	64	63	56	35	63	61	52	53
Summer playground registrants	0	0	533	146	113	0	142	103	60	0
Dance registrants	145	146	121	114	111	65	201	181	173	223
Golf Course number of rounds played	30,296	27,885	26,248	24,602	26,268	23,473	16,940	18,128	19,675	22,072

Source: Departmental Questionnaire

Note: 2020 Park & Recreation activity volume significantly lower due to COVID-19.

CITY OF NEW BRIGHTON, MINNESOTA
CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM
For the Fiscal Year Ending December 31, 2025

Schedule 18

Function/Program	Fiscal Year 2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
Public Safety										
Police										
Stations	1	1	1	1	1	1	1	1	1	1
Fire										
Stations	1	1	1	1	1	1	1	1	1	1
Public Works										
Streets (miles)	71.5	71.5	71.5	71.36	71.36	71.36	71.26	71.26	71.26	70
Water										
Water mains (miles)	97.21	97.21	97.21	97.13	97.13	97.13	96.82	96.82	96.82	96.82
Wells	11	11	11	11	11	11	11	11	11	11
Fire hydrants	828	828	828	827	826	810	805	805	805	805
Water towers/tanks	4	4	4	4	4	4	4	4	4	4
Treatment plants	4	4	4	4	4	4	4	4	4	4
Sewer										
Sanitary sewers (miles)	76.62	76.62	76.62	76.52	76.47	76.06	75.79	75.79	75.79	75.79
Lift stations	3	4	4	4	4	4	4	4	4	4
Stormwater										
Storm sewers (miles)	45.17	45.17	44.92	44.42	44.42	44.42	44.41	44.23	44	44
Street Lights										
Number of streetlights	1119	1119	1119	1080	1079	1049	1047	1047	1047	1047
Parks and Recreation										
Neighborhood parks	15	15	15	15	14	14	14	14	14	12
Community parks	2	2	2	2	2	2	2	2	2	1
Ball fields (softball)	8	8	8	8	8	8	8	8	8	7
Acreage of parks	183.07	183.07	183.07	183.07	183	183	183	183	183	170
Tennis courts	5	5	5	6	6	6	6	6	6	5
Golf course acreage (9 holes)	32.5	32.5	32.5	32.5	32.5	32.5	32.5	32.5	32.5	32.5

Source: Departmental Questionnaire