



**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 26, 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](http://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**

**VI. Consent Agenda**

1. Consider Approval of Payments
2. Consider Approval of City Council Minutes

- a. May 12, 2026 City Council Meeting Minutes
- b. May 12, 2026 City Council Work Session Minutes
- 3. Accept Receipt of Commission Minutes
  - a. None
- 4. Consider Application for a Solicitor License for The Shield Co Marketing, LLC, DBA EcoShield.
- 5. Consider Approval of Gambling Exempt Permit for Community Partners with Youth Golf Ball Drop Event
- 6. Consider Professional Services Agreement with Fobbe Contracting, Inc
- 7. Authorization To Replace The Public Safety Fire Alarm System
- 8. Consider Professional Service Agreement with American Engineering and Testing, Inc. for City Project 26-1, 2026 Street Rehabilitation
- 9. Consider Approval of Temporary Liquor License for the Minnesota Dental Therapy Association's 5th Annual MDTA Conference on October 23, 2026
- 10. Consider Approval of Application for Minnesota Department of Labor and Industry Workplace Safety Grant
- 11. Consider Resolution to Enter into a Preliminary Development Agreement with The Beard Group, Inc for the Brightwood Hills Golf Clubhouse
- 12. Consideration of Permanent and Temporary Easements for City Project 26-1, 2026 Street Rehabilitation
- 13. Resolution Designating Chairs and Vice Chairs for City Advisory Commissions
- 14. **Consider approval of agreement with the MN Department of Public Safety for the Pathways to Policing grant program.**

**VII. Public Hearings**

- 1. Consider a resolution approving a partial vacation of a pondage and flowage easement on the property at 3000 5th St NW.

**VIII. Council Business**

- 1. Consider a Resolution Approving a Conditional Use Permit Amendment Authorizing the Addition of a Greenhouse to Global Academy at 3000 5th Street NW.
- 2. Consider a Resolution Approving a Conditional Use Permit authorizing the Little Voyageurs' Montessori School to co-locate with Atonement Church on the Property at 1980 Silver Lake Road
- 3. Consider a Resolution Accepting Bids and Award of Contract for City Project 26-1,

2026 Street Rehabilitation

4. Consider Resolution Authorizing Participation in Fire Apparatus Antitrust Litigation

**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**



<b>Agenda Section:</b>	<b>Consent Agenda</b>
<b>Meeting Date:</b>	<b>May 26, 2026</b>

**REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY**

**ITEM DESCRIPTION: Consider Approval of Payments**

**Action Requested:**

**Form of Action:**

**Votes Needed:**

<b>Summary Statement:</b>	<p>The following summary of claims have been submitted to the City’s Finance Department for payment. A detailed listing is also attached.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>EFT:</td> <td>\$2,235,448.73</td> </tr> <tr> <td>ACH:</td> <td>\$483,933.21</td> </tr> <tr> <td>Check:</td> <td>\$71,526.32</td> </tr> <tr> <td><b>Total:</b></td> <td><b>\$2,790,908.26</b></td> </tr> </table>	EFT:	\$2,235,448.73	ACH:	\$483,933.21	Check:	\$71,526.32	<b>Total:</b>	<b>\$2,790,908.26</b>
EFT:	\$2,235,448.73								
ACH:	\$483,933.21								
Check:	\$71,526.32								
<b>Total:</b>	<b>\$2,790,908.26</b>								

**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.

<b>Legislative History:</b>	Minnesota Statute 412.271 requires the City Council to approve all payments of claims. Per the City’s Purchasing Policy, the City Council delegates to the City Manager or his/her designee its authority to pay claims prior to obtaining Council approval. A list of all payments are to be provided to the City Council at the next available Council meeting, and earlier payment does not affect the right of the City Council or any taxpayer to challenge the validity of a claim.
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<b>Strategic Priority:</b>	<u>Operational Effectiveness</u>
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<b>Fiscal Impact:</b>	<b>Financial Consideration?</b>	<b>No</b> <b>Yes: \$2,790,908.26</b>
	Revenue/Expenditure Amount:	\$
	Financing Source:	<u>Budgeted</u> <u>Budget Modification</u> <u>Revenue</u> <u>Other</u> <u>N/A</u>
	Notes:	

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

VI\_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
04/30/2026	MN DEPT OF TRANSPORTATION	LICENSE BUREAU ACH STATE SWEEPS APRIL	11,915.53
04/30/2026	MN DEPT OF TRANSPORTATION	LICENSE BUREAU ACH STATE SWEEPS APRIL	1,861,787.84
04/30/2026	MN DEPT OF TRANSPORTATION	LICENSE BUREAU ACH STATE SWEEPS APRIL	797.75
			<u>1,874,501.12</u>
05/04/2026	MN DCP	Remittance Check	1,825.00
05/04/2026	HSA	Remittance Check	15,645.92
05/04/2026	HSA	Remittance Check	8,719.96
			<u>24,365.88</u>
05/11/2026	XCEL ENERGY	WELLS & LIFT STATIONS 03/20/26-4/17/26	902.05
05/11/2026	XCEL ENERGY	WELLS & LIFT STATIONS 03/20/26-4/17/26	760.77
05/11/2026	XCEL ENERGY	WELLS & LIFT STATIONS 03/20/26-4/17/26	550.35
05/11/2026	XCEL ENERGY	WELLS & LIFT STATIONS 03/20/26-4/17/26	42.59
05/11/2026	XCEL ENERGY	WELLS & LIFT STATIONS 03/20/26-4/17/26	277.23
05/11/2026	XCEL ENERGY	WELLS & LIFT STATIONS 03/20/26-4/17/26	582.81
05/11/2026	XCEL ENERGY	WELLS & LIFT STATIONS 03/20/26-4/17/26	28,743.40
05/11/2026	XCEL ENERGY	WELLS & LIFT STATIONS 03/20/26-4/17/26	5,662.77
05/11/2026	XCEL ENERGY	WELLS & LIFT STATIONS 03/20/26-4/17/26	13.19
			<u>37,535.16</u>
05/11/2026	XCEL ENERGY	STREET LIGHTS 3/18-4/16/26	1,913.40
05/11/2026	XCEL ENERGY	STREET LIGHTS 3/18-4/16/26	2,849.15
05/11/2026	XCEL ENERGY	STREET LIGHTS 3/18-4/16/26	13.19
05/11/2026	XCEL ENERGY	STREET LIGHTS 3/18-4/16/26	21.69
			<u>4,797.43</u>
05/13/2026	EFTPS	Remittance Check	53,592.92
05/13/2026	EFTPS	Remittance Check	22,974.11
05/13/2026	EFTPS	Remittance Check	22,974.11
05/13/2026	EFTPS	Remittance Check	7,710.61
05/13/2026	EFTPS	Remittance Check	7,710.61
			<u>114,962.36</u>
05/14/2026	MN DCP	Remittance Check	1,825.00
05/13/2026	STATE TAXES	Remittance Check	22,612.52
05/13/2026	MN DEPT OF REVENUE	APR FUEL TAX	185.82
05/13/2026	MN DEPT OF REVENUE	APRIL 2026 SALES TAX	(260.93)
05/13/2026	MN DEPT OF REVENUE	APRIL 2026 SALES TAX	7,130.05
05/13/2026	MN DEPT OF REVENUE	APRIL 2026 SALES TAX	1,536.98
05/13/2026	MN DEPT OF REVENUE	APRIL 2026 SALES TAX	998.37
05/13/2026	MN DEPT OF REVENUE	APRIL 2026 SALES TAX	2,537.33
05/13/2026	MN DEPT OF REVENUE	APRIL 2026 SALES TAX	555.53
05/13/2026	MN DEPT OF REVENUE	APRIL 2026 SALES TAX	2,968.26
05/13/2026	MN DEPT OF REVENUE	APRIL 2026 SALES TAX	0.00
05/13/2026	MN DEPT OF REVENUE	APRIL 2026 SALES TAX	125.52
05/13/2026	MN DEPT OF REVENUE	APRIL 2026 SALES TAX	30.89
			<u>15,622.00</u>
05/01/2026	FISERV	GOLF APRIL 2026 CC FEES	759.58
05/01/2026	FISERV	WEB APR 2026 CC FEES	799.22
05/01/2026	FISERV	WEB APR 2026 CC FEES	1,198.83
05/01/2026	FISERV	NBCC APR 2026 CC FEES	867.76
05/01/2026	FISERV	NBCC APR 2026 CC FEES	1,301.64
			<u>4,927.03</u>
05/14/2026	BETTER HEALTH COLLECTIVE	SOURCEWELL HEALTH INSURANCE FOR MAY	127,821.00
05/14/2026	BETTER HEALTH COLLECTIVE	SOURCEWELL HEALTH INSURANCE FOR MAY	3,870.00
05/14/2026	BETTER HEALTH COLLECTIVE	SOURCEWELL HEALTH INSURANCE FOR MAY	523.00
			<u>132,214.00</u>

VI\_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
			132,214.00
05/15/2026	VANCO PAYMENT SOLUTIONS	MONTHLY VANCO FEES 2026 04 APRIL	15.09
05/15/2026	VANCO PAYMENT SOLUTIONS	MONTHLY VANCO FEES 2026 04 APRIL	30.16
05/15/2026	VANCO PAYMENT SOLUTIONS	MONTHLY VANCO FEES 2026 04 APRIL	30.16
			<u>75.41</u>
05/08/2026	BAKER TILLY MUNICIPAL ADVISORS, LLC	TIF DISTRICT UPDATES	3,600.00
05/08/2026	BARR ENGINEERING COMPANY	PROFESSIONAL SERVICES FROM 3.21.2026-4.17.2026	162.00
05/08/2026	BARR ENGINEERING COMPANY	PROFESSIONAL SERVICES FROM 3.21.2026-4.17.2026	162.00
05/08/2026	BARR ENGINEERING COMPANY	PROFESSIONAL SERVICES FROM 3.21.2026-4.17.2026	614.00
05/08/2026	BARR ENGINEERING COMPANY	PROFESSIONAL SERVICES FROM 3.21.2026-4.17.2026	313.50
			<u>1,251.50</u>
05/08/2026	BLUUM OF MINNESOTA LLC	REPLACEMENT CRESTRON CONTROL DEVICE FOR PSC UPPER FLOOR TRAINING ROOM	1,155.00
05/08/2026	BORGEN RADIATOR CO	#895 RADIATOR REPAIR	475.40
05/08/2026	BREANNE ROTHSTEIN	CONSULTING SERVICES - GRANT MET COUNCIL - HOUSING ACTION PLAN	6,500.00
05/08/2026	BS & A SOFTWARE	PERMIT APPLICATION SUBMISSION 1/6/2026 - 4/6/2026	362.00
05/08/2026	COREMARK METALS	#2306 METAL FOR STROBE LIGHTS	9.82
05/08/2026	ESS BROTHERS & SONS INC.	PLASTIC ADJUSTING RINGS FOR MANHOLE	584.00
05/08/2026	FACTORY MOTOR PARTS CO	OIL SHOP STOCK	82.68
05/08/2026	FACTORY MOTOR PARTS CO	#1407 BATTERY	173.25
05/08/2026	FACTORY MOTOR PARTS CO	#1407 BATTERY CORE RETURN	(27.00)
			<u>228.93</u>
05/08/2026	FINK, JENNIFER	MILEAGE REQUEST APRIL 2026 - MRPA NETWORK MEETING, DAY ON THE HILL, ARCHITECTURE MEETING	81.93
05/08/2026	GENERAL REPAIR SERVICE	BLOWER MOTOR ANNUAL MAINTENANCE	412.50
05/08/2026	GOPHER STATE ONE-CALL	LOCATE TICKETS- APRIL	234.90
05/08/2026	GOPHER STATE ONE-CALL	LOCATE TICKETS- APRIL	234.90
05/08/2026	GOPHER STATE ONE-CALL	LOCATE TICKETS- APRIL	234.90
			<u>704.70</u>
05/08/2026	GUARDIAN FLEET SAFETY, LLC	NEW UNMARKED BUILD GMC ACADIA #2614	7,345.83
05/08/2026	HAWKINS, INC.	LPC-4/ PUMP TUBE	6,777.83
05/08/2026	HAWKINS, INC.	LPC-4/ PUMP TUBE	1,537.80
			<u>8,315.63</u>
05/08/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	250.00
05/08/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	1,840.00
05/08/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	100.00
05/08/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	813.20
05/08/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	1,323.70
05/08/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	330.00
05/08/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	1,170.00
05/08/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	600.00
05/08/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	250.00
05/08/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	830.20
05/08/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	920.10
05/08/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	384.60
			<u>8,811.80</u>
05/08/2026	KLM ENGINEERING INC	HIGH SERVICE TOWER INSPECTION	3,200.00
05/08/2026	KONRAD MATERIAL SALES, LLC	CRACK SEAL & 6 "NO STICK" (5 GALLON) BUCKETS	1,930.00
05/08/2026	L.E.L.S	POLICE/SERG/DEPUTY/C&T UNION DUES FOR MAY	1,606.00
05/08/2026	L.E.L.S	POLICE/SERG/DEPUTY/C&T UNION DUES FOR MAY	438.00

VI\_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
05/08/2026	L.E.L.S	POLICE/SERG/DEPUTY/C&T UNION DUES FOR MAY	146.00
05/08/2026	L.E.L.S	POLICE/SERG/DEPUTY/C&T UNION DUES FOR MAY	323.30
05/08/2026	L.E.L.S	POLICE/SERG/DEPUTY/C&T UNION DUES FOR MAY	64.66
			<u>2,577.96</u>
05/08/2026	LEHMANN, JENNIFER	MCMA CONFERENCE - ROOM AND MILEAGE	926.21
05/08/2026	LOFFLER COMPANIES, INC	REPLACEMENT COPIER/MFP FOR LICENSE BUREAU	11,919.58
05/08/2026	MAGTECH AMMUNITION CO, INC.	AMMUNITION	5,732.80
05/08/2026	MANSFIELD OIL COMPANY OF GAINSVILLE	DIESEL 497 GALLONS FUEL TANK	1,257.08
05/08/2026	MANSFIELD OIL COMPANY OF GAINSVILLE	UNLEADED 500 GALLONS FUEL TANK	1,536.48
05/08/2026	MANSFIELD OIL COMPANY OF GAINSVILLE	UNLEADED 503 GALLONS FUEL TANK	1,772.25
			<u>4,565.81</u>
05/08/2026	MARCO TECHNOLOGIES, LLC	SHRED BINS	58.13
05/08/2026	MARCO TECHNOLOGIES, LLC	MICROSOFT 365 LICENSING	9,893.10
05/08/2026	MARCO TECHNOLOGIES, LLC	MICROSOFT 365 SUBSCRIPTION	10,012.80
			<u>19,964.03</u>
05/08/2026	MC TOOL & SAFETY SALES	SAFETY SUNGLASSES	195.43
05/08/2026	ONSITE MEDICAL SERVICES, INC.	2026 HEARING TESTS	925.00
05/08/2026	OXYGEN SERVICE COMPANY, INC.	CYLINDER RENTAL- APRIL	193.38
05/08/2026	PALMER WEST CONSTRUCTION CO. INC	REPAIR ROOF ABOVE MECHANICS BAY	545.00
05/08/2026	RAMSEY COUNTY	ELECTION SERVICES - Q2 2026	24,262.00
05/08/2026	STANTEC CONSULTING SERVICES INC	PRESCRIBED BURNS	3,406.87
05/08/2026	STANTEC CONSULTING SERVICES INC	PRESCRIBED BURNS	3,406.88
			<u>6,813.75</u>
05/08/2026	THE MPX GROUP	BUSINESS CARDS	141.59
05/08/2026	THE PARTNERS GROUP LLC	CONSULTANT SERVICES APRIL 2026	3,300.00
05/08/2026	TOTAL MECHANICAL SERVICES, INC	REPAIR MUA IN WARM STORAGE	3,958.00
05/08/2026	TOTAL MECHANICAL SERVICES, INC	HVAC PREVENTATIVE MAINTENANCE	593.69
05/08/2026	TOTAL MECHANICAL SERVICES, INC	HVAC PREVENTATIVE MAINTENANCE	364.12
05/08/2026	TOTAL MECHANICAL SERVICES, INC	HVAC PREVENTATIVE MAINTENANCE	582.60
05/08/2026	TOTAL MECHANICAL SERVICES, INC	HVAC PREVENTATIVE MAINTENANCE	104.03
05/08/2026	TOTAL MECHANICAL SERVICES, INC	HVAC PREVENTATIVE MAINTENANCE	104.03
05/08/2026	TOTAL MECHANICAL SERVICES, INC	HVAC PREVENTATIVE MAINTENANCE	104.03
05/08/2026	TOTAL MECHANICAL SERVICES, INC	RPZ PREVENTATIVE MAINTENANCE	43.75
05/08/2026	TOTAL MECHANICAL SERVICES, INC	RPZ PREVENTATIVE MAINTENANCE	43.75
05/08/2026	TOTAL MECHANICAL SERVICES, INC	RPZ PREVENTATIVE MAINTENANCE	43.75
05/08/2026	TOTAL MECHANICAL SERVICES, INC	RPZ PREVENTATIVE MAINTENANCE	656.25
			<u>6,598.00</u>
05/08/2026	US BANK	INVESTMENT ADMIN FEE QTR 1 2026	3,757.44
05/08/2026	VESSCO, INC	IRON FILTER VALVE REPACKING	1,750.00
05/08/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	23.75
05/08/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	3.97
05/08/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	71.18
05/08/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	33.20
05/08/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	3.97
05/08/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	61.73
			<u>197.80</u>
05/08/2026	VOLK, ERIC	INTERNET REIMBURSEMENT 4/25/26- 5/24/26	105.22
05/08/2026	ZIEGLER INC	PARTIAL GENERATOR PAYMENT	130,931.25
05/08/2026	ZIEGLER INC	#2430 TRAVEL /TRIP CHARGE FOR WARRANTY WORK	1,076.96
			<u>132,008.21</u>
05/15/2026	A.E.M ELECTRICAL SERVICES INC	PUBLIC SAFETY GENERATOR ELECTRICAL	27,323.00
05/15/2026	ALEXANDER-SUSENS, TIFFANY	APRIL DEALER RUNS	114.70

VI\_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
05/15/2026	BAILEY NURSERIES, INC.	TREES FOR MEDIANS	5,069.80
05/15/2026	BAILEY NURSERIES, INC.	BARE ROOT TREES FOR GRAVEL BED	4,768.75
05/15/2026	BAILEY NURSERIES, INC.	BARE ROOT TREES	1,624.95
			<u>11,463.50</u>
05/15/2026	BRIDGESTONE GOLF INC	GOLF BALLS	299.22
05/15/2026	BRIDGESTONE GOLF INC	GOLF BALLS	388.04
05/15/2026	BRIDGESTONE GOLF INC	CAPS FOR RESALE	93.92
			<u>781.18</u>
05/15/2026	CAPITOL BEVERAGE SALES	BEER/SELTZER FOR RESALE AT THE GOLF COURSE	376.20
05/15/2026	CRAWFORD, LEIGH	2026 APRIL DAILY BANK AND CAR DEALER RUNS	150.80
05/15/2026	DUNLOP SPORTS AMERICAS	GOLF BALLS	1,142.94
05/15/2026	DUNLOP SPORTS AMERICAS	TRADEMARK CAPS	253.08
			<u>1,396.02</u>
05/15/2026	HOSE PROS LLC	HYDRANT FLUSHING	647.40
05/15/2026	INSTRUMENTAL RESEARCH, INC	WATER TESTING	337.50
05/15/2026	INSTRUMENTAL RESEARCH, INC	WATER TESTING	78.00
			<u>415.50</u>
05/15/2026	INTELLICENTS INC	MONTHLY HEALTH CONSULTING	1,250.00
05/15/2026	JENNIFER JOAN HANSELL	WINTER/SPRING 2026 DANCE INVOICE	6,630.00
05/15/2026	KARL OF MARSHALLTOWN, LLC	NEW VEHICLE 2026 GMC SIERRA 2500 (#2616)	48,437.51
05/15/2026	KARL OF MARSHALLTOWN, LLC	NEW VEHICLE 2026 GMC SIERRA 3500 (#2615)	49,536.71
			<u>97,974.22</u>
05/15/2026	LANGUAGE TESTING INTERNATIONAL INC	LANGUAGE TEST FOR MULTILINGUAL PAY	197.00
05/15/2026	LOFFLER COMPANIES, INC	PUBLIC SAFETY OVERAGE CHARGE APRIL 1ST - APRIL 30TH 2026	71.50
		CONTRACT OVERAGE CHARGE FOR THE 04/01/26 TO 04/30/26	
05/15/2026	LOFFLER COMPANIES, INC	OVERAGE PERIOD	135.77
05/15/2026	LOFFLER COMPANIES, INC	CONTRACT FOR 4/9/26 - 5/8/26	69.41
			<u>276.68</u>
05/15/2026	MANSFIELD OIL COMPANY OF GAINSVILLE	UNLEADED 980 GALLONS FUEL TANK	2,247.39
05/15/2026	MANSFIELD OIL COMPANY OF GAINSVILLE	DIESEL 503 GALLONS FUEL TANK	1,272.25
05/15/2026	MANSFIELD OIL COMPANY OF GAINSVILLE	#2612GENERATOR FUEL 519 GALLONS PUBLIC SAFETY	2,198.87
			<u>5,718.51</u>
05/15/2026	MC TOOL & SAFETY SALES	MARKING PAINT	225.00
05/15/2026	METROPOLITAN COURIER CORPORATION	COURIER PICKUP SERVICES FOR THE MONTH OF APRIL	718.25
05/15/2026	MINUTE MAKER SECRETARIAL	4/14, 4/16, 4/21, 4/28 MEETING MINUTES	427.00
05/15/2026	MINUTE MAKER SECRETARIAL	4/14, 4/16, 4/21, 4/28 MEETING MINUTES	261.00
05/15/2026	MINUTE MAKER SECRETARIAL	4/14, 4/16, 4/21, 4/28 MEETING MINUTES	186.75
05/15/2026	MINUTE MAKER SECRETARIAL	4/14, 4/16, 4/21, 4/28 MEETING MINUTES	261.00
			<u>1,135.75</u>
05/15/2026	MOTOROLA SOLUTIONS INC	MOBILE RADIO ORDER FOR NEW SQUADS	33,307.20
05/15/2026	MTI DISTRIBUTING, INC.	KIT FOR BACK LAP MOWERS	115.04
05/15/2026	NORTHLAND SECURITIES, INC	UTILITY RATE STUDY - APRIL	4,500.00
05/15/2026	NORTHLAND SECURITIES, INC	UTILITY RATE STUDY - APRIL	4,500.00
05/15/2026	NORTHLAND SECURITIES, INC	UTILITY RATE STUDY - APRIL	4,500.00
			<u>13,500.00</u>
05/15/2026	SPRINGER, GEORGE	INTERNET REIMBURSEMENT 4/13/26-5/12/26	105.26
05/15/2026	WAGGLE GOLF LLC	CAPS FOR RESALE	420.00
05/15/2026	WW GOETSCH ASSOCIATES INC	REPLACED LOWER SEAL ON PUMP 2 AT LIFT STATION 23	1,300.00
05/15/2026	ZIEGLER INC	FINAL GENERATOR PAYMENT	6,943.75
			<u>6,943.75</u>

VI\_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
05/07/2026	ALFORS, JOHN	25-1 IRRIGATION REPAIRS	320.61
05/07/2026	AVILAS REMODELING LLC	UB REFUND FOR ACCOUNT: 204016-01	152.45
05/07/2026	BALL, BARBARA	UB REFUND FOR ACCOUNT: 215764-01	39.24
05/07/2026	BOYER, SHERRI	REFUND FOR BOOK CLUB	15.00
05/07/2026	CARROLL CONSTRUCTION SUPPLY	WHITE SEALER FOR CONCRETE	130.00
05/07/2026	CENTURY FENCE COMPANY	NEW FENCE PANEL @ WTP #1	3,050.00
05/07/2026	CHOZOM, DICKEY	SECURITY DEPOSIT REFUND - NBCC ROOM 216	300.00
05/07/2026	DEICK, MARVIN	UB REFUND FOR ACCOUNT: 304980-01	31.44
05/07/2026	DUSTY'S DRAIN CLEANING	CLEAR DRAINS AT CITY HALL	525.00
05/07/2026	FAITH CONSTRUCTION COMPANY	80% REFUND PB25-0296 1951 CTY RD E	99.20
05/07/2026	FAITH CONSTRUCTION COMPANY	80% REFUND PB25-0296 1951 CTY RD E	1.75
			<u>100.95</u>
05/07/2026	FLEETPRIDE, INC	FILTERS SHOP STOCK	16.35
05/07/2026	FLEETPRIDE, INC	#2021 SPRING HOLDER	7.63
05/07/2026	FLEETPRIDE, INC	OIL FILTERS SHOP STOCK	35.90
05/07/2026	FLEETPRIDE, INC	#050 FILTER RETURN	(54.76)
			<u>5.12</u>
05/07/2026	FRIENDLY CHEVROLET, INC.	#1305 DOOR SILL COVER	96.71
05/07/2026	KILGORE, KYLE AND ALLISON	UB REFUND FOR ACCOUNT: 313148-01	115.00
05/07/2026	KRAKLAU, AHNNA	SECURITY DEPOSIT REFUND CHECK - NBCC ROOM 224	300.00
05/07/2026	LANGUAGE LINE SERVICES, INC	TRANSLATION SERVICES	14.70
05/07/2026	LLAPA PLAZAS, LIZET PAOLA	REFUND FOR OVERPAYMENT	26.00
05/07/2026	MARTIN MARIETTA MATERIALS, INC	ASPHALT FOR WATER BREAK	856.32
05/07/2026	MARTIN MARIETTA MATERIALS, INC	ASPHALT FOR WATER BREAKS	1,413.89
			<u>2,270.21</u>
05/07/2026	METRO WATERSHED PARTNERS	2026 MEMBERSHIP: CLEAN WATER MN AND ADOPT-A-DRAIN	1,500.00
05/07/2026	MEYER, VERONICA HYACINTH	REFUND FOR OVERPAYMENT	48.00
05/07/2026	MIGMAR TSERING AND NORZIN P AMAG	UB REFUND FOR ACCOUNT: 303313-01	29.16
05/07/2026	MIGMAR TSERING AND NORZIN P AMAG	UB REFUND FOR ACCOUNT: 303313-01	29.16
			<u>58.32</u>
05/07/2026	MN DEPT OF HEALTH	PLAN REVIEW FEE FOR WATERMAINS	150.00
05/07/2026	MYTECH PARTNERS	UB REFUND FOR ACCOUNT: 223833-01	110.50
05/07/2026	NAYLOR, GREGORY	UB REFUND FOR ACCOUNT: 101857-01	24.24
05/07/2026	NELSON CHEESE AND DELI SLP INC	PT STAFF MEETING MEAL FOR WORKING OVER LUNCH PERIOD	216.13
05/07/2026	NYORIE, SONAM	UB refund for account: 314278-01	21.47
05/07/2026	OLD DUTCH FOODS, INC.	CHIPS FOR RESALE AT THE GOLF COURSE	72.24
05/07/2026	OLD DUTCH FOODS, INC.	CHIPS FOR RESALE AT THE GOLF COURSE	142.80
			<u>215.04</u>
05/07/2026	OSTERBAUER, GABRIEL KARL	REFUND FOR OVERPAYMENT	356.69
05/07/2026	PELTIER, MAYA	REFUND CHECK FOR HANSEN PARK EAST	101.60
05/07/2026	PETERMANN, JASON	UB REFUND FOR ACCOUNT: 105445-01	56.44
05/07/2026	RAMMOUNI, ELHAM	CANCELATION REFUND CHECK COMMUNITY RENTAL ON 8.22.26	1,198.90
05/07/2026	RAMMOUNI, ELHAM	CANCELATION REFUND CHECK FOR COMMUNITY RENTAL ON 8/22/26	500.00
			<u>1,698.90</u>
05/07/2026	REMAX PROFESSIONALS	UB REFUND FOR ACCOUNT: 313023-01	90.69
05/07/2026	RIEDEL'S LAWN SERVICE, INC	5TH AVE RETAINING WALL REPLACEMENT IRRIGATION REPAIR	1,670.00
05/07/2026	SHUGGI, GABY	UB REFUND FOR ACCOUNT: 221671-01	90.17

**VI\_1 APPROVAL OF PAYMENTS**

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
05/07/2026	SMITH, CHRISTOPHER	UB REFUND FOR ACCOUNT: 306324-01	4.16
05/07/2026	STEPHEN TOKLE INSPECTIONS INC	APRIL 2026 ELECTRICAL INSPECTIONS	6,551.66
05/07/2026	VO, KIM	UB REFUND FOR ACCOUNT: 206573-01	100.99
05/07/2026	XIONG, KIA	SECURITY DEPOSIT REFUND - FREEDOM PARK BUILDING	300.00
05/11/2026	SCRUBTOWN BRICK PAVING	REPLACE PAVERS @ LIONS PARK 50% CONTRACT PRICE	18,225.00
05/14/2026	AIMOM	REFUND CHECK	890.15
05/14/2026	BEDASO, JEMAL	SECURITY DEPOSIT REFUND CHECK	500.00
05/14/2026	BONFE'S PLUMBING HEATING AND AIR SERVICE, INC	GRANT DISTRIBUTION TO CONTRACTOR FOR I/I REPAIR - VOLNER	4,301.70
05/14/2026	CRAGUN'S RESORT	ONE NIGHT DEPOSIT WHOLE CABIN MNGFOA CONFERENCE JZ & JI	277.03
05/14/2026	DAMON FARBER ASSOCIATES, INC	CRITICAL CORRIDORS GRANT - DOWNTOWN NEW BRIGHTON	3,086.16
05/14/2026	ELLA, TAYLOR	REFUND FOR OVERPAYMENT	50.00
05/14/2026	FLEETPRIDE, INC	FILTERS SHOP STOCK	202.89
05/14/2026	GANDHI, YOGINI	SECURITY DEPOSIT REFUND CHECK	500.00
05/14/2026	HILARY YODER	WREN AND WILDE CONCERT PERFORMANCE 5/14/26	1,000.00
05/14/2026	LAND TITLE INC	EARNEST MONEY FOR PURCHASE OF 77 2ND STREET SE	15,000.00
05/14/2026	MARTIN MARIETTA MATERIALS, INC	ASPHALT FOR WATER MAIN BREAKS	520.70
05/14/2026	MARTIN MARIETTA MATERIALS, INC	ASPHALT FOR WATER MAIN BREAKS	631.30
			<b>1,152.00</b>
05/14/2026	MCGRANE, TIM	SECURITY DEPOSIT REFUND	300.00
05/14/2026	MILTENBERGER BROOKLYNN MELVALENE	REFUND FOR OVERPAYMENT	41.00
05/14/2026	MINNESOTA OCCUPATIONAL HEALTH	Q2 RANDOM DRUG TEST 2026	432.00
05/14/2026	MINNESOTA PETROLEUM SERVICE, INC	HOIST INSPECTION	538.00
05/14/2026	MN POLLUTION CONTROL AGENCY	HAZARDOUS WASTE ANNUAL FEE 2026	410.85
		ED-VENTURES ON-SITE PROGRAM "ADVENTURE CLASSROOM"	
05/14/2026	NORTHERN STAR COUNCIL, BOY SCOUTS OF AMERICA	(DEPOSIT)	250.00
05/14/2026	OBAZELUWA, IDOWU	REFUND OF HANSEN PARK EAST LARGE PAVILION	121.92
05/14/2026	PANDEY, PRAKASH	SECURITY DEPOSIT REFUND	300.00
05/14/2026	PANDEY, PRAKASH	CANCELATION (25%) REFUND	325.12
			<b>625.12</b>
05/14/2026	PGA OF AMERICA	PGA DUES/KEN MANTHIS	500.40
05/14/2026	TAHO SPORTSWEAR, INC	ADULT VOLLEYBALL LEAGUE CHAMP SHIRTS	402.60
05/14/2026	TRAMM, ASHLEY	REFUND CHECK – \$515.07 BALANCE; ISSUED AS TWO CHECKS: \$300.00 (103809977) AND \$215.07 (103809978)	300.00
05/14/2026	TRAMM, ASHLEY	REFUND CHECK – \$515.07 BALANCE; ISSUED AS TWO CHECKS: \$300.00 (103809977) AND \$215.07 (103809978)	215.07
			<b>515.07</b>
05/14/2026	TREEHAUS STUDIO LLC	TILE STAMPING WORKSHOP - COMMUNITY TILE-STAMPING WORKSHOP	1,300.00
05/14/2026	ZONDLO, BECKY	MEMBERSHIP REFUND - MAY PAYMENT	47.00
	<b>TOTAL PAYMENTS</b>		<b>\$ 2,790,908.26</b>



# COUNCIL PROCEEDINGS THE CITY OF NEW BRIGHTON

Pursuant to notice thereof, a regular meeting of the New Brighton City Council was held Tuesday, May 12, 2026 at 6:30 pm in the New Brighton Council Chambers.

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

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

**Call to Order**

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

**Pledge of Allegiance**

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

**Public Comment Forum**

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

**Approval of Agenda**

Approval of the May 12, 2026 Council Agenda.

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

**4 Ayes, 0 Nays-Motion Carried**

**Special Order of Business**

1. Presentation to 2026 Aaron Sather Emerging Leader Award to Jen Lehmann, Assistant City Administrator.

Laura Linnihan, Vice President of the Association of Public Management Professionals (APMP), introduced her organization to the City Council and presented Assistant City Administrator Jen Lehmann with the 2026 Aaron Sather Emerging Leader Award. A round of applause was offered by all in attendance.

Assistant City Administrator Lehmann thanked APMP for this recognition. She indicated she was honored to work for and represent the City of New Brighton.

Mayor Niedfeldt-Thomas stated the City of New Brighton was fortunate to have Assistant City Administrator Lehmann working for the community.

Councilmember Vint Frischman thanked Ms. Lehmann for her dedicated service to the City of New Brighton.

Councilmember Allen thanked Ms. Lehmann for sticking with the City of New Brighton and for working diligently to make the community better.

**Call to Order**

**Pledge of Allegiance**

**Public Comment Forum**

**Approval of Agenda**

Approval of the May 12, 2026 Agenda.

**Special Order of Business**

1. Presentation to 2026 Aaron Sather Emerging Leader Award to Jen Lehmann, Assistant City Administrator.

Councilmember Steffenhagen thanked Ms. Lehmann for her tremendous service to the City.

**Consent Agenda**

1. Consider Approval of Payments.
2. Approve City Council Minutes:
  - a. April 28, 2026 Worksession Meeting Minutes.
  - b. April 28, 2026 City Council Meeting Minutes.
  - c. May 5, 2026 Worksession Meeting Minutes.
3. Accept Receipt of Commission Minutes: None.
4. Consider Approval of Updates to the City's Capital Asset Policy Regarding the Disposal of Firearms.  
*This item was removed from the Consent Agenda for discussion under Council Business.*
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.

**Motion by Councilmember Vint Frischman, seconded by Councilmember Allen to approve the Consent Agenda as amended removing Item 4 for discussion as Item 4 under Council Business.**

**4 Ayes, 0 Nays - Motion Carried**

**Public Hearing**

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

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

Assistant Director of Community Assets and Development Gozola stated 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,

**Consent Agenda**

**Public Hearing**

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

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. Staff commented further on the request and reported the Planning Commission recommends approval of the request with conditions.

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

**4 Ayes, 0 Nays - Motion Carried**

The Public Hearing was opened at 6:49 p.m.

There were no comments from the public.

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

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

**4 Ayes, 0 Nays - Motion Carried**

The Public Hearing was closed at 6:50 p.m.

Mayor Niedfeldt-Thomas asked how the flow of traffic would change through this ROW vacation. Assistant Director of Community Assets and Development Gozola explained the flow of traffic would not change. He noted the entrance to the business would from Old Highway 8 and all traffic would exit through 8<sup>th</sup> Avenue SW.

Councilmember Allen questioned if the proposed improvements would address the flooding concerns that have occurred on this property. Assistant Director of Community Assets and Development Gozola reported this request was being reviewed by the Rice Creek Watershed District and it was his understanding the watershed district supported the proposed improvements.

Councilmember Allen stated 100 year floods were not occurring once every ten years and he appreciated the fact the stormwater flooding issues on this property were being addressed.

Councilmember Vint Frischman asked how large vehicles/trucks would be entering the site. Josh Fox, Clearscape Landscaping Services, discussed how traffic would flow through the site and reported the overall use of the site would not be changing. He explained the proposed plans would reduce the motor vehicles count. He hoped the property would have one way traffic that flows through the site in order to improve safety. He noted the vehicles coming in from the left would be reduced over the current volume because he would be reducing the amount of stocked materials onsite.

Councilmember Allen asked if this business would be able to operate if the County were to shut down and resurface Old Highway 8. Mr. Fox reported ingress and egress would have to be shifted to the same point during the County's resurfacing project.

**Motion by Councilmember Vint Frischman, seconded by Councilmember Steffenhagen to Approve the proposed partial ROW vacation with conditions.**

**4 Ayes, 0 Nays-Motion Carried**

**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.

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

**Council Business**

1. Consider a resolution to approve a Site Plan Amendment Authorizing Outdoor Storage of Landscaping Materials and Equipment and a New Salt

Assistant Director of Community Assets and Development Gozola stated 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.

**Motion by Councilmember Steffenhagen, seconded by Councilmember Vint Frischman to adopt a Resolution authorizing a new site plan for the properties at 125 & 175 Old Highway 8.**

**4 Ayes, 0 Nays-Motion Carried**

2. Consider a Resolution approving a conditional use permit to authorize the opening of a small school at 1600 Silver Lake Road.

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

Assistant Director of Community Assets and Development Gozola stated 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. Staff commented further on the request and reported the Planning Commission recommends approval with conditions.

Councilmember Vint Frischman thanked staff for the detailed staff report. She asked when the retaining wall and fencing would be installed. Assistant Director of Community Assets and Development Gozola explained the fencing would have to be installed before the school year begins. He noted this could be made a condition for approval.

Councilmember Vint Frischman supported this recommendation. She indicated she wanted this partnership to be successful and questioned how much room for growth the school had. Assistant Director of Community Assets and Development Gozola stated the school currently had 20 students and the CUP would allow for the school to grow up to 30 students. He explained the school could come back to the City to request a change to the CUP if they were to grow beyond 30 students.

Councilmember Steffenhagen questioned what the age range was for the students attending this school. Rosemary Hisrick, teacher at the school, reported the school has children ages preschool through sixth grade.

Councilmember Steffenhagen inquired if the school was a nonprofit school. Ms. Hisrick indicated this was a nonprofit school.

Mayor Niedfeldt-Thomas asked if this church would be used as a polling location for local elections. City Manager Massopust stated this would not be the first church/school in the City that was used as a polling location.

Mayor Niefeldt-Thomas stated it was her understanding the Community Support Center operates out of this church. She inquired how this use would impact the church/school. Doug Evick, president for Faith Christian Reform Church, thanked the Council for considering this conditional use permit. He explained the Community Support Center was housed at the church but it was a work from home position and the individual that conducted this work made contacts out in the community. He clarified the church has a letter of intent with the school based on the CUP being approved. He commented on the fence/retaining wall and noted these amenities would be installed prior to the school year beginning.

Mayor Niedfeldt-Thomas questioned if the parsonage was part of this property. Mr. Evick reported the parsonage property was separate from the church property.

**Motion by Councilmember Vint Frischman, seconded by Councilmember Allen to adopt a Resolution approving a Conditional Use Permit to authorize the opening of a small school at 1600 Silver Lake Road amending Condition 4 to add a sentence that states: Fencing must be installed prior to school beginning.**

**4 Ayes, 0 Nays-Motion Carried**

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.

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

City Manager Massopust indicated Finance Director Foschi would be presenting this item to the Council. Finance Director Foschi stated the preparation of the City’s Annual Comprehensive Financial Report (ACFR) for the year ending December 31, 2025, has been completed. She thanked her staff members for all of their assistance with the 2025 audit. She explained BerganKDV, our independent auditing firm, has completed its audit of our accounting records and financial statements. She reported BerganKDV 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. She provided the Council with further information on the City’s fund balance policy thresholds and the general fund changes for 2025. Dustin Opatz, BerganKDV, commended the City for receiving a clean or unmodified opinion for the 2025 audit. He commented further on the general fund unrestricted fund balance noting the City’s fund balance was at or around 50%. He reviewed the City’s general fund revenue sources stating the City’s property tax revenues increased due to a levy increase. He discussed the general fund expenditures noting there were no real changes from 2024 to 2025. He provided the Council with further information on the City’s enterprise funds. Councilmember Vint Frischman inquired how the cost savings and/or overtime due to not having positions filled was reflected within the budget. Finance Director Foschi reported the personnel savings line shows overtime as well, noting the City was overbudget for overtime for the Public Safety Department in 2025. Councilmember Allen thanked Finance Director Foschi and the entire finance team for their tremendous efforts on behalf of the City. Mayor Niedfeldt-Thomas thanked Finance Director Foschi for her strong leadership and stated she was grateful the City had the ability to finance projects through internal loans.

**Motion by Councilmember Steffenhagen, seconded by Councilmember Allen to accept 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.**

**4 Ayes, 0 Nays-Motion Carried**

- 4. Consider Approval of Updates to the City's Capital Asset Policy Regarding the Disposal of Firearms.

Councilmember Vint Frischman requested further information from staff on this item. City Manager Massopust reported the City was purchasing new handguns for the Public Safety Department and the City would have to do something with the old handguns. He explained staff was proposing to dispose of these weapons to ensure they were not used to commit crimes. He stated Finance and Public Safety staff propose adding the following language to the City’s Capital Asset Policy. A copy of the redlined policy document was reviewed 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”.

Councilmember Vint Frischman discussed the potential revenue that would be lost from not selling these handguns. She explained she had concerns with how the guns would be disposed of, noting this was an environmental concern for her. She did not believe New Brighton would be liable for nefarious activities related to somebody purchasing a gun that used to be owned by New Brighton. She reported these guns would be sold through reputable dealers. She discussed how healthy the used gun market was and questioned how the remainder of the Council felt about this decision.

4. Consider Approval of Updates to the City's Capital Asset Policy Regarding the Disposal of Firearms.

Mayor Niedfeldt-Thomas stated the lost revenue for not selling these handguns was estimated to be \$5,000 to \$10,000. Finance Director Foschi reported this estimate was based on data from the previous bulk purchase from 2016 noting the recovery rate was approximately 75%. City Manager Massopust indicated the practice would remain in place to allow New Brighton officers to purchase their service weapon and those weapons that were not purchased would be destroyed.

Councilmember Vint Frischman asked if the policy had language that states New Brighton police officers have first right of refusal. Finance Director Foschi explained the Public Safety Department has an internal policy that addresses this matter. Public Safety Director Paetznick reported the City works with a federal fire arms dealer every 10 years through this transition. He stated each officer that opts to purchase their weapon back has to receive a permit to purchase, go to the gun dealer and pays for the gun out of their own money.

Councilmember Steffenhagen requested the Public Safety Director speak to this recommendation further. Public Safety Director Paetznick explained this sale only occurs once every ten years and after looking after the data, 52,000 guns that were previously owned by law enforcement officers were used to commit crimes. He indicated this led him to pursue a policy change that could make a difference when it came to gun control. He stated officers would still have the opportunity to purchase their sidearms legally and the remainder of the weapons would be destroyed.

Mayor Niedfeldt-Thomas reported this topic was discussed at the mayor/manager meeting yesterday. She understood the city of Roseville melts their guns down.

Councilmember Allen supported the weapons being disposed of properly and suggested the guns, if melted down, be made into a sculpture.

Mayor Niedfeldt-Thomas thanked staff for working together to bring this update forward. She indicated she would be supporting the proposed updates.

Councilmember Vint Frischman commented she was not aware of policy that would still allow officers to purchase their service weapon. She hoped this policy would remain in place going forward.

**Motion by Councilmember Steffenhagen, seconded by Councilmember Allen to approve the updates to the City's Capital Asset Policy.**

**3 Ayes, 1 Nay (Vint Frischman)-Motion Carried**

**Commission Liaison Reports, Announcements and Updates**

**Devin Massopust**

City Manager Massopust thanked the Council for allowing Assistant City Administrator Jen Lehmann to be recognized publicly at this meeting.

**Graeme Allen**

Councilmember Allen reported PREC did not meet in May. He explained this group would meet next on Wednesday, June 3. He stated the summer concert series would begin on Thursday, May 14 at Veterans Park from 6:00 p.m. to 8:00 p.m. He indicated future summer concerts would be held on Thursday, June 11 and Thursday, July 9. He explained the next Park Discovery Day would be held on Tuesday, June 9 at Lions Park at from 10:00 a.m. to 12:00 p.m. He noted a Safety Fair would be held on Tuesday, June 16 from 6:00 p.m. to 8:00 p.m. at \_\_\_\_\_.

**Jeanne Vint Frischman**

Councilmember Vint Frischman reported the Public Safety Commission met on Monday, June 11 where the group welcomed four new commissioners and received an update from Allina Health. She explained the Public Safety Department was currently conducting internal interviews for a sergeant position, which will lead to the need for a new police officer. She was pleased to report the Public Safety Department received a Pathways to Policing Program grant. She encouraged the public to read through the recent City newsletter and noted the new polling information for the upcoming elections.

Commission Liaison  
Reports, Announcements  
and Updates

**Jason Steffenhagen**

Councilmember Steffenhagen reported the EDC met on Wednesday, May 6 where the group discussed the Housing Action Plan.

**Mayor Niedfeldt-Thomas**

Mayor Niedfeldt-Thomas thanked the residents who participated in the City-wide garage sale. She thanked the crew that organized the seed swap. She thanked the kids that had treats and lemonade along the route. She noted she attended the Metro Cities technical update on the upcoming comprehensive plan. She thanked the League of Women Voters for hosting their annual meeting. She thanked Hue Schlieu for building a partnership with the Tibetan American Foundation of Minnesota and thanked this organization for hosting Tibet Fest in Long Lake Regional Park this past Sunday. She explained the Regional Council of Mayors met on Monday, June 11 in Minneapolis and this group was briefed by the fed chairman. She reported the Nine Cities mayor/manager meeting was held on Monday, June 11 and noted this group discussed fiber installation and franchise agreements. She stated the New Brighton cleanup day would be held on Saturday, June 16 from 8:00 a.m. to 12:00 p.m. She indicated North Metro Mayors would be meeting next week in New Brighton. She reported the City Council would be meeting next on Tuesday, May 26. She stated the next New Brighton farmers market would be held on Wednesday, June 3. She encouraged the public to attend the VFW Memorial Day parade which would be held on Monday, May 25.

**Adjournment**

Mayor Niedfeldt-Thomas adjourned the meeting at 8:10 p.m.

**Adjournment**

The meeting adjourned at 8:10 p.m.

\_\_\_\_\_  
Kari Niedfeldt-Thomas, Mayor

ATTEST: \_\_\_\_\_  
Terri Spangrud, City Clerk



Council Worksession  
May 12, 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, Ben Gozola

Guests in Attendance: Breanne Kennedy, Thrive

### Housing Action Plan Policy #3: Zoning Audit

Massopust stated Breanne Kennedy from Thrive, LLC, will be with Council on 5/12/26 to review the Housing Action Plan Policy #3: Zoning Audit, as part of our on-going Housing Action Plan efforts. The EDC reviewed this information at their meeting on 5/6/26. The City of New Brighton has made advancing housing a sustained priority in recent years. Through its Comprehensive Plan, Housing Study, and Housing Action Plan, the City has begun implementing policies aimed at improving housing access, quality, and choice. In late 2025, the City Council set forth a number of policy priorities for housing, including a directive to complete a zoning audit to identify where current regulations may be constraining housing supply and to evaluate potential changes. This effort is intended to outline next steps only and will not include the adoption of implementing ordinances. It was noted staff is currently pursuing a second grant to support this work. Staff requested the council review the proposed discussion slides prior to the meeting, listen to the presentation, ask questions as desired, and provide feedback & direction on future zoning changes you would like staff to pursue or study.

Breanne Kennedy, Thrive, addressed the Council regarding the Housing Action Plan Policy #3 which was Zoning Audit. She discussed the barriers and solutions that were in place when it comes to zoning and commented on other important pieces when considering zoning. She explained the City had a historically low vacancy rate which meant there was not enough supply and rental rates were high. She provided further information on the housing crisis the metro area was facing. She commented on how the zoning code and comprehensive plan can assist the City with reaching certain values and goals for the community. She reported the Council would have to consider what larger parcels were vacant, blighted or underutilized that could be redeveloped for housing. She indicated another topic the Council should consider is the commercial areas that were overparked and what the City's parking requirements should be going forward. She discussed a charge that showed the different percentages of the land uses in the City. She reviewed a list of recommendations for ordinance changes, which included zoning map changes, adding medium and high-density housing as a permitted use in commercial districts, reducing lot size minimums, lot depth, lot coverage and open space requirements in all districts, and reexamining market demand for parking. She encouraged the Council to pursue partnerships with other organizations in order to advance housing in the community.

Councilmember Dunsworth asked if the housing crisis in the metro only addressed the need for more rental

units. Ms. Kennedy explained there was a shortage of all types of housing units in the metro area.

Mayor Niedfeldt-Thomas questioned where the City had opportunities for more housing. Ms. Kennedy stated the next step for the Council would be to identify 10 to 20 sites in the City that could be made available for housing.

Councilmember Steffenhagen asked what type of land was remaining in New Brighton for housing. Gozola stated the City Center node was available. Ms. Kennedy discussed how the City could be creative to find more property that could be used for housing.

Further discussion ensued regarding the maximum building height, minimum lot sizes and parking requirements in the City.

Mayor Niedfeldt-Thomas asked how successful other cities were with on-street parking. Ms. Kennedy stated on street parking works in urban neighborhoods and around universities or schools.

Mayor Niedfeldt-Thomas explained she received calls from residents who express concern with how emergency responders were being impacted by street parking. She stated she supported the City using more creativity when considering how housing units could be added to the community, noting some of the lots in New Brighton were very deep and another housing unit could be constructed on the rear of these lots. Gozola commented this could be achieved through shared driveways.

Councilmember Allen indicated he would support allowing more stories on new multi-family buildings to increase the housing supply. He stated he could also support housing in commercial districts, but did not support allowing housing in industrial districts.

#### Housing Action Plan Policy #4: Developer Strategy

Massopust stated Breanne Kennedy from Thrive, LLC, will be with Council on 5/12/26 to review the Housing Action Plan Policy #4: Developer Strategy, as part of our on-going Housing Action Plan efforts. The City of New Brighton has made advancing housing a sustained priority in recent years. Through its Comprehensive Plan, Housing Study, and Housing Action Plan, the City has begun implementing policies aimed at improving housing access, quality, and choice. In late 2025, the City Council set forth a number of policy priorities for housing, including a directive to develop a strategy for engaging and informing developers about opportunities in New Brighton. Staff requested the Council review the proposed developer engagement strategy prior to the meeting, listen to the presentation, ask questions as desired, and provide feedback and direction on changes to the strategy you believe are needed.

Breanne Kennedy, Thrive, explained no formal action would be required for the Developer Strategy, but rather this would be a direction the City could go. She reviewed the key components for this strategy, which included the City having a one-to-two-page housing brief, the City Council identifying 10 to 20 sites that could be re-guided and rezoned for housing that are on key corridors or are underutilized commercial/industrial properties, and the City pursuing landowner engagement.

Mayor Niedfeldt-Thomas questioned what the minimum lot size should be for a potential housing project. Ms. Kennedy suggested the properties be at least two to three acres. She stated another option for housing projects is excess right of way.

Councilmember Allen commented he did not support putting multi-family right next to the highway because there were air quality issues.

Mayor Niedfeldt-Thomas requested staff provide the Council with further information on the credible organizations that develop affordable housing. Ms. Kennedy stated she can provide the Council with this information.

Mayor Niedfeldt-Thomas explained she understood the City should not be layering on excessive cost, but noted she still supported the City having building standards in place. Ms. Kennedy stated this was understandable and should be expected in New Brighton.

Ms. Kennedy thanked the Council for their feedback and comments. She then reviewed the next steps for the Housing Action Plan.

Worksession adjourned at 6:19 pm

Respectfully submitted,

Terri Spangrud  
City Clerk



<b>Agenda Section:</b>	<b>Consent Agenda</b>
<b>Meeting Date:</b>	<b>May 26, 2026</b>

**REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY**

**ITEM DESCRIPTION:** None

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

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

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

**Summary Statement:**

**Recommendations:**

**Applicable Deadlines:**

**Community**

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

<b>Attachments:</b>	
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<b>Agenda Section:</b>	<b>Consent Agenda</b>
<b>Meeting Date:</b>	<b>May 26, 2026</b>

**REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY**

**ITEM DESCRIPTION:** Consider Application for a Solicitor License for The Shield Co Marketing, LLC, DBA EcoShield.

<b>Action Requested:</b> <u>Motion</u>
<b>Form of Action:</b> <u>N/A or Other</u>
<b>Votes Needed:</b> <u>N/A</u>

<b>Summary Statement:</b>	The Shield Co Marketing, LLC, DBA EcoShield, has applied for a solicitor's license to conduct a free quote for pest control services valid from June 1, 2026, to July 1, 2026.
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<b>Recommendations:</b>	To issue a solicitor's license to The Shield Co Marketing, LLC, DBA EcoShield, valid from June 1, 2026, to July 1, 2026.
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<b>Applicable Deadlines:</b>	None
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<b>Community Impact:</b>	Allow a business an opportunity to reach out to the surrounding community and offer pest control services to the homeowners which may protect public health and improve environmental safety.
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<b>Legislative History:</b>	City Code Chapter 10 regulates solicitor licenses.
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<b>Strategic Priority:</b>	<u>N/A</u>
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<b>Fiscal Impact:</b>	<b>Financial Consideration?</b>	<u>No</u>
	Revenue/Expenditure Amount:	\$
	Financing Source:	<u>N/A</u>
	Notes:	

<b>Attachments:</b>	
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<b>Agenda Section:</b>	<b>Consent Agenda</b>
<b>Meeting Date:</b>	<b>May 26, 2026</b>

**REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY**

**ITEM DESCRIPTION: Consider Approval of Gambling Exempt Permit for Community Partners with Youth Golf Ball Drop Event**

<b>Action Requested: Motion</b>
<b>Form of Action: N/A</b>
<b>Votes Needed: N/A</b>

<b>Summary Statement:</b>	<p>Community Partners with Youth, a long-time partner to the City of New Brighton, is seeking an exempt permit to conduct a raffle for their fundraising event (Golf Ball Drop) at the Brightwood Hills Golf course on August 9, 2026.</p> <p>They have submitted all required documentation for this exempt permit. Once approved, their application will be sent to the State for final approval.</p>
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<b>Recommendations:</b>	Approve Gambling Exempt Permit for Community Partners with Youth
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<b>Applicable Deadlines:</b>	The State Alcohol and Gambling Enforcement Division requires a minimum of 30 days for processing.
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<b>Community Impact:</b>	<p>Community Partners with Youth has been an active partner in the City for many years. CPY plays an important role in strengthening our community by providing safe, supportive, and enriching programs for youth during out-of-school hours. Through mentorship, academic support, leadership opportunities, and hands-on activities, CPY helps young people build confidence, develop life skills, and create positive connections with peers and caring adults. Their work supports families, reduces unsupervised time</p>
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	for youth, and helps create a healthier, safer, and more connected community for everyone, and is funded through fundraisers like this one.
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<b>Legislative History:</b>	Minnesota State law requires the City to sign the form before the applicant can submit their application to the Gambling Control Board.
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<b>Strategic Priority:</b>	N/A
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<b>Fiscal Impact:</b>	<b>Financial Impact: Is there a financial consideration?</b>		
	<u>No</u>	Yes	\$

<b>Attachments:</b>	
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<b>Agenda Section:</b>	<b>Consent Agenda</b>
<b>Meeting Date:</b>	<b>May 26, 2026</b>

**REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY**

**ITEM DESCRIPTION: Consider Professional Services Agreement with Fobbe Contracting, Inc**

<b>Action Requested: <u>Motion</u></b>
<b>Form of Action: <u>Contract/Agreement</u></b>
<b>Votes Needed: <u>3 Votes</u></b>

<b>Summary Statement:</b>	<ul style="list-style-type: none"> <li>• Staff has solicited a quote from Fobbe Contracting, Inc. to convert twelve non-traffic hydrants into traffic hydrants.</li> <li>• The conversion will save public works roughly \$96,000 by converting the hydrants instead of replacing them.</li> <li>• The conversion will also make it safer for motorists if the hydrant is struck in a motor vehicle collision.</li> </ul>
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<b>Recommendations:</b>	Authorize the Director of Community Assets and Development to enter into a professional services agreement with Fobbe Contracting, Inc. to convert twelve non-traffic hydrants into traffic hydrants.
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<b>Applicable Deadlines:</b>	NA
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<b>Community</b>	Continued reliable fire protection infrastructure.
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<b>Impact:</b>	
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<b>Legislative History:</b>	None
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<b>Strategic Priority:</b>	<u>City Assets</u>
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<b>Fiscal Impact:</b>	<b>Financial Consideration?</b>	Yes
	Revenue/Expenditure Amount:	\$24,000
	Financing Source:	<b><u>Budgeted</u></b>
	Notes:	

<b>Attachments:</b>	1. Estimate_1235_from_Fobbe_Contracting_Inc
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Fobbe Contracting, Inc.  
 540 Cedar Circle  
 Annandale, MN 55302  
 3202670841  
 kelly@fobbecontracting.com  
 www.fobbecontracting.com



## Estimate

**ADDRESS**

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

**ESTIMATE #** 1235  
**DATE** 05/11/2026

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	New Brighton Fire Hydrant Replacement			
<b>Fire Hydrant Conversion Non-Traffic to Traffic</b>	Fire Hydrant Conversion Non-Traffic to Traffic Convert 12 W59 Waterous Fire Hydrants into WB59 Fire Hydrant. Cut and groove, drill out rod and add break-off couplers and breakable glands, gaskets, bolts and nuts	12	2,000.00	24,000.00
TOTAL				<b>\$24,000.00</b>

Accepted By

Accepted Date



<b>Agenda Section:</b>	<b>Consent Agenda</b>
<b>Meeting Date:</b>	<b>May 26, 2026</b>

**REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY**

**ITEM DESCRIPTION: Authorization To Replace The Public Safety Fire Alarm System**

<b>Action Requested: <u>Motion</u></b>
<b>Form of Action: <u>Contract/Agreement</u></b>
<b>Votes Needed: <u>3 Votes</u></b>

<b>Summary Statement:</b>	<p>The Public Safety Center is 25 years old. The current fire alarm system has several communication faults that are unable to be repaired due to the legacy nature of the installed equipment. Public Safety staff solicited four bids to bring the fire alarm system into current code compliance and full operation. Three vendors returned bids;</p> <ul style="list-style-type: none"> <li>• Electric Fire &amp; Security-\$20,500</li> <li>• MTG-\$30,630</li> <li>• ECSI-\$59,167</li> </ul> <p>The Fire Marshal and Deputy Fire Chief reviewed the submitted bids and determined the high bid utilized a closed device system that would not allow for using the existing warning hardware and the middle bid utilized additional proprietary system components. The Electric Fire &amp; Security (EFS) bid allows the use of existing hardware avoiding additional painting costs and replacement of hardware not needing replacement. EFS also provided documentation from the manufacturer indicating interoperability with external hardware making the additional costs listed in the quote moot. The funding source will be the use of non-fleet funds related to</p>
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	window replacement at the Public Safety Center. Sufficient funding exists to support this cost without impacting future needs.
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<b>Recommendations:</b>	Authorize Staff To Enter Into An Agreement With Electric Fire & Security For the Replacement Of The Fire Alarm System
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<b>Applicable Deadlines:</b>	None
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<b>Community Impact:</b>	As the fire code enforcement authority it is important the Public Safety Center is in compliance with the codes it is enforcing.
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<b>Legislative History:</b>	None
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<b>Strategic Priority:</b>	<u>City Assets</u>
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<b>Fiscal Impact:</b>	<b>Financial Consideration?</b>	<u>Yes</u>
	Revenue/Expenditure Amount:	\$20,500
	Financing Source:	<u>Budgeted</u>
	Notes:	

<b>Attachments:</b>	1.	New Brighton Public Safety Bldg Fire Alarm Upgrade Bid
	2.	Potter Notification Compatability Document



**Electric, Fire & Security, Inc.**  
4921 Babcock Trail  
Inver Grove Heights, MN 55077  
(651) 450-0352 FAX (651) 450-9740

**To: City of New Brighton**

**Building: New Brighton Public Safety Building**

**Attention: Mike Schute**

**Location: New Brighton**

**Date: 04/03/2026**

**CONDITIONS:** We hereby propose to furnish all the materials and all the labor in accordance with the following specifications.

**TERMS:** Terms are net 30 days from date of invoice where satisfactory open account credit is established. Seller reserves the right to revoke or modify any credit at its sole discretion. A Finance and Handling charge will be assessed on all amounts past due.

**Fire Alarm Update and Monitoring Bid**

**Material:**

- (1) Potter IPA-4000 w/ DACT
- (1) Potter Remote Annunciator
- (1) M2M Cellular Dialer
- (29) Potter Smoke Detectors
- (2) Potter Heat Detectors
- (31) Potter 6" Bases
- (9) Potter Single Action Pull Stations
- (5) Potter Single Input Modules
- (5) Potter Relay Modules
- (12) Potter Duct Detector
- Labor (5 Days), wire, misc. parts
- Alarm Monitoring: \$428/Year (Four Hundred Twenty-Eight Dollars per Year)
- Annual Inspections: \$500/Year (Five Hundred Dollars per Year)

**Scope:**

Our Company will replace the fire panel, the annunciator, all initiating devices, relay modules. We will install an M2M cellular dialer and set up monitoring for the fire alarm system. Moving forward our company will provide the annual fire alarm inspection.

**Total Investment: \$20,500.00 (Twenty Thousand Five Hundred Dollars)**

**\*\* There is a chance the existing notification appliances will not work with the new system. If this is the case a total of \$7,200 will be added to the above price to replace all notification appliances. This will bring the total to \$27,700. This will also bring total labor to 7 days instead of 5 days. \*\***

by:  \_\_\_\_\_  
**Electric, Fire & Security, Inc.**  
CONTRACTOR

Accepted by: \_\_\_\_\_  
CUSTOMER

Date: \_\_\_\_\_

# Notification Compatibility Document



St. Louis, MO  
(866) 956-0988  
[www.pottersignal.com](http://www.pottersignal.com)

#5403592 - Rev Q  
4/26



**POTTER**  
The Symbol of Protection

## WARRANTY INFORMATION

The essential purpose of any sale or contract for sale of any of the products listed in the POTTER catalog or price list is the furnishing of that product. It is expressly understood that in furnishing said product, POTTER does not agree to insure the Purchaser against any losses the Purchaser may incur, even if resulting from the malfunction of said product.

POTTER warrants that the equipment herein shall conform to said descriptions as to all affirmation of fact and shall be free from defects of manufacture, labeling and packaging for a period of one (1), one and one half (1.5), three (3), or five (5) year'(s), depending on the product, from the invoice date to the original purchaser, provided that representative samples are returned to POTTER for inspection. The product warranty period is stated on the exterior of the product package. Upon a determination by POTTER that a product is not as warranted, POTTER shall, at its exclusive option, replace or repair said defective product or parts thereof at its own expense except that Purchaser shall pay all shipping, insurance and similar charges incurred in connection with the replacement of the defective product or parts thereof. This Warranty is void in the case of abuse, misuse, abnormal usage, faulty installation or repair by unauthorized persons, or if for any other reason POTTER determines that said product is not operating properly as a result of causes other than defective manufacture, labeling or packaging.

*The Aforesaid Warranty Is Expressly Made In Lieu Of Any Other Warranties, Expressed Or Implied, It Being Understood That All Such Other Warranties, Expressed Or Implied, Including The Warranties Of Merchantability And Fitness For Particular Purpose Are Hereby Expressly Excluded. In No Event Shall Potter Be Liable To Purchaser For Any Direct, Collateral, Incidental Or Consequential Damages In Connection With Purchaser's Use Of Any Of The Products Listed Herein, Or For Any Other Cause Whatsoever Relating To The Said Products. Neither Potter Nor Its Representatives Shall Be Liable To The Purchaser Or Anyone Else For Any Liability, Claim, Loss, Damage Or Expense Of Any Kind, Or Direct Collateral, Incidental Or Consequential Damages Relative To Or Arising From Or Caused Directly Or Indirectly By Said Products Or The Use Thereof Or Any Deficiency, Defect Or Inadequacy Of The Said Products. It Is Expressly Agreed That Purchaser's Exclusive Remedy For Any Cause Of Action Relating To The Purchase And/or Use Of Any Of The Products Listed Herein From Potter Shall Be For Damages, And Potter's Liability For Any And All Losses Or Damages Resulting From Any Cause Whatsoever, Including Negligence, Or Other Fault, Shall In No Event Exceed The Purchase Price Of The Product In Respect To Which The Claim Is Made, Or At The Election Of Potter, The Restoration Or Replacement Or Repair Of Such Product.*

**Potter Electric Signal Company, LLC**  
St. Louis, MO • (866) 956-0988

## How to Use this Document

As required in ANSI/UL Standard 864, notification circuits that supply synchronized strobe power must show compatibility with particular devices. In addition, the total number of devices per circuit must be included.

Below is the list of Potter Fire Alarm Control Panels that are UL Listed. The letter next to the column correlates to a specific Fire Alarm Panel and amount of power.

The following pages contain tables of notification devices by various manufactures. In order to determine the maximum number of devices that can be connected:

1. Use the Panel Key below to determine the column letter that corresponds to the Panel being used:

### Panel Key

Panel	Column	Amps per Load
PFC-4410RC Releasing Panel Family (VFR-400, SRX, JFS-C1)	A	1
PFC-5004E Expandable Fire Alarm Control Panel	B	1.5
PFC-5008 Fire Alarm Control Panel		
PFC-8060 Fire Alarm Control Panel		
PFC-8500 Fire Alarm Control Panel		
PFC-9000 Fire Alarm Control Panel		
SOM-4 Supervised Output Module	C	2
MOM-4 Monitored Output Module		
PAD100-NAC Notification Appliance Circuit		
PSN Series Power Supplies	D	3
SMD 10-3A Potter/AMSECO Synchronization Module		
PFC-6030, PFC-6075, PFC-6075R, PFC-6200, PFC-6800, PFC-6500(R), P100-P400R Addressable Fire Panel, IPA Addressable Panels, AFC and ARC Addressable Panels, JFS Addressable Panels	NAC Circuits	3
	I/O Circuits	1
PFC-6006 Sprinkler Monitoring Panel	E	0.5
PFC-4064 Conventional Fire Alarm Panel	D	3
PFC-4410G3 (VFR-500, MC-1, JFS-C2)	D	3
CRC-300	D	3

2. Go to the page that correlates to the Manufacturer of the horn, strobe, chime, bell, or device that will be connected to the Panel, and find the specific row for the device:

Manufacturer	Page
AMSECO	4
Potter/ Wheelock	5
Potter/Gentex	5
Gentex	6
Wheelock	6
System Sensor	8

3. Use the column from Step 1, and the device row from Step 2, find the corresponding number of devices per circuit that can be connected.

**AMSECO**

Model	Type	A	B	C	D	E
		<i>Number of Devices. Refer to the Panel Key.</i>				
MBA Bell	Bell	16	24	32	48	8
CM24C	Chime	24	36	48	72	12
H-1224	Horn	10	16	21	31	5
HP-25T	Horn	36	55	74	111	18
CSHB24 *	Strobe	4	7	10	15	2
CSL-1224W *	Strobe	7	11	15	22	5
CSL-24C *	Strobe	6	9	12	18	3
CSLB24 *	Strobe	6	9	12	18	3
SB24-1530	Strobe	15	23	31	46	7
SB-75110	Strobe	6	10	14	21	3
SC24-30750110	Strobe	15	23	31	46	7
SHB24-75	Strobe	4	7	10	15	2
SL-1224	Strobe	16	26	33	49	8
SL-1224-WP	Strobe	7	11	15	22	3
SL24C-177	Strobe	2	4	5	7	1
SL24C-3075110	Strobe	8	12	17	25	4
SL-24H	Strobe	6	9	13	19	3
SL-24H-WP	Strobe	6	9	13	19	3
SLB24-75	Strobe	6	9	12	18	3
SCM24-3075110	Strobe/Chime	6	10	13	19	3
CSH-1224-W *	Strobe/Horn	6	9	12	18	3
SH-1224	Strobe/Horn	12	19	26	39	6
SH-1224-WP	Strobe/Horn	6	9	12	18	3
SH24C-177	Strobe/Horn	2	3	4	6	1
SH24C-3075110	Strobe/Horn	3	5	7	10	1
SH-24H	Strobe/Horn	4	7	9	13	2
SH-24H-WP	Strobe/Horn	4	7	9	13	2
SMD10-3A	Sync Module	1	1	1	1	1

\* Not for evacuation

**Potter/Gentex**

Model	Type	A	B	C	D	E
		<i>Number of Devices. Refer to the Panel Key.</i>				
EH-24R	Horn	35	53	71	106	17
MHT-1224R	Horn	55	83	111	116	27
LFH	Sounder	10	15	20	30	5
CCS-24AR	Strobe	8	12	16	24	4
CS-24R	Strobe	8	12	16	24	4
CS-24WAR	Strobe	5	8	11	16	2
S-24W	Strobe	12	19	25	37	6
WGES24-75WR	Strobe	5	8	11	16	2
CCHS-24AR*	Strobe/Horn	6	10	13	19	3
CHS-24AR	Strobe/Horn	4	7	9	13	2
CHS-24R	Strobe/Horn	6	10	13	19	3
HS-24W	Strobe/Horn	9	14	18	27	4
LFHS	Strobe/Horn	8	12	16	24	4
WGEC24-75WR	Strobe/Horn	4	7	9	13	2

\* Not for evacuation

**Gentex**

Model	Type	A	B	C	D	E
		<i>Number of Devices. Refer to the Panel Key.</i>				
GEH	Horn	35	53	71	106	17
GX93	Horn	55	83	111	166	27
GHLF	Sounder	10	15	20	30	5
GCS	Strobe	8	12	16	24	4
GCS Colored Strobe *	Strobe	8	12	16	24	4
GES	Strobe	12	19	25	37	6
GES Colored Lens *	Strobe	12	19	25	37	6
GES3-24	Strobe	12	19	25	37	6
WGES24	Strobe	5	8	11	16	2
WGES24 Colored Lens *	Strobe	5	8	11	16	2
GCC	Strobe/Horn	6	10	13	19	3
GCC Colored Combo *	Strobe/Horn	6	10	13	19	3
GEC	Strobe/Horn	9	14	18	27	4
GEC Colored Lens *	Strobe/Horn	9	14	18	27	4
GEC3-24	Strobe/Horn	9	14	18	27	4
GHSLF	Strobe/Horn	8	12	16	24	4
WGEC24	Strobe/Horn	4	7	9	13	2
WGEC24 Colored Lens *	Strobe/Horn	4	7	9	13	2

\* Not for evacuation

**Potter/Wheelock**

Model	Type	A	B	C	D	E
		<i>Number of Devices. Refer to the Panel Key.</i>				
PE-HN	Horn	35	53	71	107	17
PE-LFHN	Sounder	10	15	20	30	5
PE-ST	Strobe	5	8	10	16	2
PE-STC	Strobe	5	8	10	16	2
PE-HS	Strobe/Horn	4	7	9	14	2
PE-HSC	Strobe/Horn	4	7	9	14	2
PE-LFHS	Strobe/Horn	3	5	7	11	2
*PE-3R/4XHS	Strobe/Horn	4	6	8	13	2
*PE-3R/4XHM	Horn	19	28	38	57	9
*PE-3R/4XSPST	Speaker/Strobe	4	7	9	14	2
*PE-3R/4XST	Strobe	4	7	9	14	2
*PE-3R/4XMTST	Strobe/Horn	4	7	9	14	2
*PE-3R/4XMT	Horn	5	8	11	16	2

\*Must be installed on the outside wall of the same building.

**Wheelock**

Model	Type	A	B	C	D	E
		<i>Number of Devices. Refer to the Panel Key.</i>				
AH-24	Horn	47	71	95	142	23
AH-24WP	Horn	47	71	95	142	23
AMT-12/24	Horn	24	36	48	72	12
AMT-12/24-NYC	Horn	24	36	48	72	12
ELHN	Horn	35	53	71	107	17
HN	Horn	20	31	42	62	10
HNC	Horn	20	31	42	62	10
HS-24	Horn	36	55	74	110	18
MIZ-24S	Horn	38	57	76	114	19
MT-12/24	Horn	40	62	80	121	20
MT4-12/24	Horn	25	38	51	76	12
NH-12/24	Horn	22	34	45	67	11
ELFHN	Sounder	10	15	20	30	5
ELST	Strobe	5	8	10	16	2
ELSTC	Strobe	5	8	10	16	2
RSS-241575W	Strobe	10	16	22	32	5
RSS-24MCC	Strobe	15	23	30	45	7
RSS-24MCCH	Strobe	3	5	6	9	1

**Wheelock** (continued)

Model	Type	A	B	C	D	E
		Number of Devices. Refer to the Panel Key.				
RSS-24MCW	Strobe	16	25	33	49	8
RSS-24MCWH	Strobe	3	5	6	9	1
RSSP-241575W	Strobe	10	16	22	32	5
RSSP-24MCW	Strobe	16	25	33	49	8
RSSP-24MCWH	Strobe	3	5	6	9	1
RSSWP-2475W	Strobe	6	10	14	20	3
ST	Strobe	17	26	35	52	8
STC	Strobe	16	24	32	48	8
AMT-241575W	Strobe/Horn	8	13	18	26	4
AMT-24MCW	Strobe/Horn	12	18	25	36	6
AMT4-241575W-NYC	Strobe/Horn	8	12	17	24	4
AS-241575W	Strobe/Horn	10	15	20	30	5
AS-24MCC	Strobe/Horn	13	20	27	40	6
AS-24MCCH	Strobe/Horn	2	4	5	7	1
AS-24MCW	Strobe/Horn	14	22	29	43	7
AS-24MCWH	Strobe/Horn	2	4	5	7	1
ASWP-2475W	Strobe/Horn	6	10	13	19	3
ELHS	Strobe/Horn	4	7	9	14	2
ELHSC	Strobe/Horn	4	7	9	14	2
ELLFHS	Strobe/Horn	3	5	7	11	2
HS	Strobe/Horn	15	23	30	45	7
HS4-241575W	Strobe/Horn	6	9	12	18	3
HS4-24MCC	Strobe/Horn	10	16	21	31	5
HS4-24MCW	Strobe/Horn	10	16	21	31	5
HS4-24MCWH	Strobe/Horn	2	4	6	8	1
HSC	Strobe/Horn	15	23	30	45	7
MT-241575W	Strobe/Horn	8	13	17	25	4
MT-24MCW	Strobe/Horn	11	17	23	34	5
MTWP-2475W	Strobe/Horn	6	10	13	19	3
NS-241575W	Strobe/Horn	10	15	20	30	5
NS-24MCC	Strobe/Horn	14	18	28	38	7
NS-24MCW	Strobe/Horn	14	22	30	44	7
NS-24MCCH	Strobe/Horn	12	4	6	8	6

**NOTE:** When the application requires T4; field devices must be set to T3/T4 Horn setting and in the Potter Programming Software the corresponding circuit be set to Wheelock T4.

**System Sensor**

Model	Type	A	B	C	D	E
		Number of Devices. Refer to the Panel Key.				
CHR/CHW	Chime	29	44	58	88	14
CHRL/CHWL	Chime	125	187	250	375	62
HGRI/HGWL	Horn	31	46	62	93	15
HR/HW	Horn	19	28	38	57	9
HRK/HWK	Horn	19	28	38	57	9
HRL/HWL	Horn	31	46	62	93	15
MH	Horn	71	107	142	214	35
HR-LF	Sounder	7	10	14	21	3
SCR/SCW	Strobe	15	22	30	45	7
SCRH/SCWH	Strobe	4	6	8	13	2
SCRHK/SCWHK	Strobe	4	6	8	13	2
SCRL/SCWL	Strobe	24	36	48	73	12
SCWL-CLR-ALERT	Strobe	24	36	48	73	12
SGRL/SGWL	Strobe	23	34	46	69	11
SR/SW	Strobe	15	22	30	45	7
SRH/SHW	Strobe	4	6	8	13	2
SRH/SWH	Strobe	4	6	8	13	2
SRHK/SWHK	Strobe	4	6	8	13	2
SRK/SWK	Strobe	15	22	30	45	7
SRL/SWL	Strobe	23	34	46	69	11
SRL-P/SWL-P	Strobe	23	34	46	69	11
SRL-SP	Strobe	23	34	46	69	11
SWL-CLR-ALERT	Strobe	23	34	46	69	11
CHSCRL/CHSCWL	Strobe/Chime	21	31	42	65	10
CHSR/CHSW	Strobe/Chime	15	23	31	46	7
CHSRL/CHSWL	Strobe/Chime	21	32	43	63	10
P2GRL/P2GWL	Strobe/Horn	22	34	45	68	11
P2R/P2W	Strobe/Horn	15	22	30	45	7
P2RH/P2WH	Strobe/Horn	4	6	8	13	2
P2RHK/P2WHK	Strobe/Horn	4	6	8	13	7
P2RK/P2WK	Strobe/Horn	15	22	30	45	7
P2RL/P2WL	Strobe/Horn	22	34	45	68	11
P2RL-P/P2WL-P	Strobe/Horn	22	34	45	68	11
P2RL-SP/P2WL-SP	Strobe/Horn	22	34	45	68	11
P4RL/P4WL	Strobe/Horn	22	34	45	68	11
PC2R/PC2W	Strobe/Horn	15	22	30	45	7
PC2RH/PC2WH	Strobe/Horn	4	6	8	13	2
PC2RK/PC2WK	Strobe/Horn	15	22	30	45	7
PC2RHK/PC2WHK	Strobe/Horn	4	6	8	13	2

**System Sensor** *(continued)*

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Model	Type	A	B	C	D	E
		<i>Number of Devices. Refer to the Panel Key.</i>				
PC2RL/PC2WL	Strobe/Horn	18	27	37	55	9
PC4RL/PC4WL	Strobe/Horn	18	27	37	55	9
P4R/P4W	Strobe/Horn*	15	22	30	45	7
P4RH/P4WH	Strobe/Horn*	4	6	8	13	2
PC4R/PC4W	Strobe/Horn*	4	6	8	13	2
PC4RH	Strobe/Horn*	4	6	8	13	2
MDL3R/MDL3W	Sync Module	1	1	1	1	1



<b>Agenda Section:</b>	<b>Consent Agenda</b>
<b>Meeting Date:</b>	<b>May 26, 2026</b>

**REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY**

**ITEM DESCRIPTION: Consider Professional Service Agreement with American Engineering and Testing, Inc. for City Project 26-1, 2026 Street Rehabilitation**

<b>Action Requested: <u>Motion</u></b>
<b>Form of Action: <u>Contract/Agreement</u></b>
<b>Votes Needed: <u>3 Votes</u></b>

<b>Summary Statement:</b>	<p>City Project 26-1, 2026 Street Rehabilitation consists of the rehabilitation of approximately 2.30 miles of streets by the reclamation of the existing bituminous surfacing, removal and replacement of sections of concrete curb and gutter, multi-use trail and sidewalk construction, storm sewer construction, sanitary sewer improvements, watermain and hydrant replacement, street excavation and grading, bituminous surfacing, and boulevard repair.</p> <p>During construction, American Engineering and Testing, Inc. professionals will conduct onsite construction and material testing to ensure contractor supplied and installed materials meet MnDOT state aid standards and project specifications. Testing of this nature is important to ensure longevity of the cities infrastructure investment.</p> <p>The total proposal cost is an estimate based on anticipated AET staff time and testing performed in the field. City staff does not expect to meet or exceed the amount provided in the estimate.</p>
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<b>Recommendations:</b>	Authorize the Director of Community Assets and Development to enter into a professional service agreement with American Engineering and Testing, Inc. for City Project 26-1, 2026 Street Rehabilitation.
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<b>Applicable Deadlines:</b>	None
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<b>Community Impact:</b>	Providing cost-effective infrastructure improvements.
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<b>Legislative History:</b>	<p>August 12, 2025 City Council approved a professional service agreement with E.G. Rud &amp; Sons for land surveying services related to City Project 26-1, 2026 Street Rehabilitation.</p> <p>October 28, 2025 City Council approved a professional service agreement with Kimley Horn for engineering design services related to City Project 26-1, 2026 Street Rehabilitation.</p> <p>February 10, 2026 City Council adopted a resolution ordering staff to prepare a Feasibility Study for City Project 26-1, 2026 Street Rehabilitation.</p> <p>February 10, 2026 City Council authorized the purchase of fire hydrants and gate valves for the proposed project.</p> <p>March 19, 2026 An informational meeting was held with residents and business owners to be affected by the project.</p> <p>March 24, 2026 City Council accepted the Feasibility Study and set the date for the Public Improvement Hearing for City Project 26-1, 2026 Street Rehabilitation.</p> <p>April 14, 2026 Public Improvement Hearing held and City Council ordered Public Improvement Project 26-1, 2026 Street Rehabilitation.</p> <p>April 14, 2026 City Council adopted resolutions declaring adequacy of a petition received and ordering inclusion of Mimosa Lane in Public Improvement Project 26-1, 2026 Street Rehabilitation.</p> <p>April 28, 2026 City Council adopted a resolution approving project plans and specifications and authorized advertisement for bids.</p>
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<b>Strategic Priority:</b>	<u>City Assets</u>
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<b>Fiscal Impact:</b>	<table border="1"> <tr> <td><b>Financial Consideration?</b></td> <td><u>Yes</u></td> </tr> </table>	<b>Financial Consideration?</b>	<u>Yes</u>
<b>Financial Consideration?</b>	<u>Yes</u>		

	Revenue/Expenditure Amount:	\$86,152.00
	Financing Source:	<b><u>Budgeted</u></b>
	Notes:	

<b>Attachments:</b>	1.	AET 2026 Street Rehabilitation Proposal

May 12, 2026

City of New Brighton  
803 Old Highway 8 Northwest  
New Brighton, Minnesota 55112



Attn: Dustin Lind – Engineering Supervisor  
Dustin.Lind@newbrightonmn.gov

RE: Quality Assurance Testing Proposal  
2026 Street Rehabilitation  
S.A.P. 147-112-006 & 147-116-008  
City Project No. 26-1  
New Brighton, Minnesota  
AET Proposal No. P-0053298

Dear Mr. Lind:

Thank you for the opportunity to provide a proposal to perform testing services on the referenced project. This proposal has been prepared in response to your email request on May 8, 2026, and describes our understanding of the project, our anticipated scope of services, our unit rates, and an estimated total fee to perform these services.

## PROJECT INFORMATION

The City of New Brighton (the City) will be performing a street and utility improvements project during the 2026 construction season. Construction is anticipated to begin this summer and be completed by October 31, 2026. The project area will include Innsbruck Drive, Forest Dale Road, 7<sup>th</sup> Street Northwest, 19<sup>th</sup> Avenue Northwest, and 20<sup>th</sup> Avenue Northwest. The project will be funded with a mix of city and state aid funds.

Plans and Specifications were prepared by Kimley Horn and Associates, Inc. We understand Construction Inspection and Contract Management of the project will be performed by the City.

## GEOTECHNICAL INFORMATION

A geotechnical exploration and analysis was performed for this project by AET. The results were presented in our Report of Geotechnical Exploration and Review, dated February 2, 2026 (AET Project No. P-0048058). Reference should be made to that report for more details regarding site conditions and recommendations.

**550 Cleveland Avenue North | Saint Paul, MN 55114**

**Phone (651) 659-9001 | (800) 972-6364 | Fax (651) 659-1379 | [teamAET.com](http://teamAET.com) | AA/EEO**

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## PROJECT APPROACH

During the construction improvements, AET will provide experienced MnDOT certified Engineering Technicians to perform sampling and material testing services in accordance with the 2023 Minnesota Department of Transportation Schedule of Materials Control (2023 MnDOT SMC) and project specific testing requirements referenced in the Project Manual. For this project, Ryan Schaefer will be AET's contact. He can be reached at 651-603-6639 (office). AET requires a minimum of 24 hours' notice of the need for Services.

We understand that the City will contract with MnDOT Metro Inspections for bituminous and concrete plant monitoring. The City will also coordinate with MnDOT Metro Inspections for plant inspections.

## SCOPE OF SERVICES

Based on our review of the available plans and our experience with the City on similar projects, our anticipated scope of services is outlined below. These services will be provided on an on-call basis, coordinated through authorized City field personnel.

### **Soils Sampling and Testing**

Our estimate of the sampling and testing to be performed on the grading and base items is based on the requirements of MnDOT's "Specified Density Method" and in accordance with the 2023 MnDOT SMC. AET will perform MnDOT Relative Density testing (Proctor) as well as in-place density and moisture testing on the following materials:

- Utility Trench Backfill
- Embankment Fill

The MnDOT Dynamic Cone Penetrometer will be used to test compaction on the Class 5 Aggregate Base sections of the project following the MnDOT Penetration Index procedures in accordance with the 2023 MnDOT SMC.

AET will perform the sampling of the soils, granular materials, and Class 5 Aggregate Base materials and transport the samples to our St. Paul, Minnesota laboratory. City personnel will update AET on the schedule of material placement, material sources (including changes in source), and changes in quantities.



## **Full Depth Reclamation (FDR)**

AET will perform dynamic cone penetrometer (DCP) testing and moisture content testing of the full depth reclamation material along with up to 6 gradations in accordance with the 2023 MnDOT SMC. The frequency of these gradations for an FDR project are at the discretion of the Engineer. We assume the City's Inspector will perform depth checks of the FDR material.

## **Bituminous Pavement Sampling and Testing**

As bituminous paving is being completed, AET personnel will pick up companion samples provided by the contractor, during each day of paving, and transport the samples to our St. Paul, Minnesota laboratory. Samples will be tested in our laboratory for MnDOT Gyration Mix Properties as follows:

- Gyration Density (AASHTO T 312) MnDOT Modified
- Rice Specific Gravity (ASTM D2041)
- Asphalt Extraction and Aggregate Gradation (ASTM D2172 Method E-11) MnDOT Modified C137 and C117
- Fine Aggregate Angularity (AASHTO T 304, Method A, MnDOT 1206.5)
- Coarse Aggregate Angularity, One Face (ASTM D5821)

AET assumes that the City will utilize the MnDOT program to determine random core locations of bituminous based on information regarding tonnage (lot sizes) and pavement placement patterns. We also assume City personnel will mark the core locations in the field. This proposal does not incorporate the time and cost to mark the core locations or to determine random core locations. These services can be provided at your request. The City will coordinate the removal of both the contractor and companion cores with the contractor.

After the completion of the coring, AET will retrieve companion core samples from the project contractor for laboratory testing. This testing will include the following:

- The thickness of each layer of the core sample
- The density of each layer of the core sample

## **Concrete Sampling and Testing**

During the placement of concrete, AET will perform field testing consisting of slump, air content, temperature of the plastic concrete, and casting of cylinders for compression testing. The 2023 MnDOT SMC requires field testing for slump, air content, and temperature per every 100 cubic yards of each type of concrete placed each day. Compressive strength cylinders (1 set of 3



cylinders) are required once per every 300 cubic yards of each type of concrete placed each day; the cylinders will be retrieved the following day for curing and testing in our laboratory. The 3 cylinders are to be tested at 28-days. We are proposing to cast sets of 5 cylinders, with compressive strength testing as follows: 1 at 7 days, 3 at 28 days, and the 5th cylinder will be held in reserve for future testing if the 28-day strength requirement is not met.

We have assumed City personnel will be compiling the concrete batch tickets, certificates of compliance, and AET’s field test results of the plastic concrete, which we will provide each day we are on-site performing testing services.

## REPORTING

AET staff will prepare reports for the City to review. These reports will include the results of our field and laboratory testing as performed per the 2023 MnDOT SMC and testing frequencies referenced in the project documents. AET will complete the Preliminary Grading and Base Report and the Final Grading and Base Report, once provided with final project quantities. Daily field reports will also be prepared and made available upon request. In addition to these reports, once we receive final project quantities, AET will complete a Final Summary Report of QA Testing to satisfy State Aid Requirements.

## ESTIMATED FEES

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Materials Testing Estimate. Our invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. The rates are from the annual fee schedule for 2026 projects.

We have estimated a “minimum required estimate” for the project which estimates the tests needed to satisfy the requirements as defined in the 2023 MnDOT SMC and the project documents. The “likely needed estimate” is the cost that we anticipate will be required to complete the previously described testing services, based on our experience, and assumed scheduling of the project. Therefore, we propose a budget cost estimate using the “likely needed” estimate for the scope of services for the project as outlined in this proposal. Our “likely needed” estimated fee is **\$86,152.00**. We refer you to the attached Materials Testing Estimate as reference to how we arrived at this estimated cost.

We caution that this is only an estimated cost. Often, variations in the overall cost of the services occur due to reasons beyond our control, such as weather delays, changes in the contractor’s schedule, unforeseen conditions, or retesting. These variations will affect the actual invoice



totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized. We will not, however, exceed the estimated total cost for the project without first obtaining your authorization.

## TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers, and third-party beneficiaries. Please be advised that additional insured status is granted only upon written acceptance of the proposal.

## ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions: 1) issuing an authorizing purchase order for any of the Services described in this proposal, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

## GENERAL REMARKS

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have any questions or need additional information, please contact me.

Sincerely,

**American Engineering Testing**

A handwritten signature in black ink, appearing to read "Ryan S. Schaefer".

Ryan S. Schaefer  
Geologist II/Transportation Project Manager  
rschaefer@teamAET.com  
651-603-6639

A handwritten signature in black ink, appearing to read "Robert D. Anderson".

Robert D. Anderson  
Manager of Alternative Delivery & Transportation  
randerson@teamAET.com  
612-685-3079



**ACCEPTANCE AND AUTHORIZATION: AET Proposal No. P-0053298**

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER AND EMAIL: \_\_\_\_\_

DATE: \_\_\_\_\_

**INVOICING INFORMATION (Provide Company AP Department Information, if present.)**

AP CONTACT NAME: \_\_\_\_\_

BILLING/MAILING ADDRESS: \_\_\_\_\_

AP PHONE NUMBER AND INVOICE EMAIL: \_\_\_\_\_

P.O. NO./ PROJECT NO.: \_\_\_\_\_

- Attachments: Materials Testing Estimate  
                  Terms and Conditions  
                  Certificate of Insurance  
                  W9



**Materials Testing Estimate for 2026 Street Rehabilitation – 2023 MnDOT SMC  
SAP 147-112-006 & 147-116-008; City Project No. 26-1; New Brighton, Minnesota**

Material	Units	Quantity	Trips	Hours	Agency Testing & Frequency	# of Tests		Cost per Test (\$)	Cost (\$)	
						Minimum	Likely		Minimum	Likely
Common Embankment <b>Note 1</b>	CY	68	0	0	Proctor (1/soil type)			205.00	0.00	0.00
					Specified Density Nuclear Gauge (1/10,000 CY)			45.00	0.00	0.00
					Relative Moisture (1/10,000 CY, 10 max)			60.00	0.00	0.00
Watermain Storm Sewer Sanitary Sewer	LF	3,504	6	15	Proctor (1/soil type)	3	5	205.00	615.00	1,025.00
		1,050			Trenches, Specified Density Nuclear Gauge (1/500')	12	18	45.00	540.00	810.00
		20			Relative Moisture (1/10,000 CY, 10 max)	3	3	60.00	180.00	180.00
Granular Embankment	CY	1,500	1	3	Gradation (1/40,000 CY)	1	1	150.00	150.00	150.00
					Proctor (1/soil type)	1	1	205.00	205.00	205.00
					Specified Density Nuclear Gauge (1/5,000 CY)	1	3	45.00	45.00	135.00
					Relative Moisture (1/10,000 CY, 10 max)	1	1	60.00	60.00	60.00
Aggregate Base Class 5 Trail ±8,236'	CY	11,093	8	20	Gradation (2 per lot, 1 lot ≤ 2,000 CY)	6	6	150.00	900.00	900.00
					Road, Penetration Index DCP (1/2,000 CY)	6	6	70.00	420.00	420.00
					Walks and Trails, DCP (1/500 feet)	17	18	70.00	1,190.00	1,260.00
					Relative Moisture (1/1,000 CY, 10 max)	10	10	60.00	600.00	600.00
					Percent Crushed (1/source, if required)			235.00	0.00	0.00
					LAR (1/source, if required)			205.00	0.00	0.00
					Insoluble Residue (1/source, if required)			670.00	0.00	0.00
					Litho Exam & Shale Float Test (1/source, if required)			445.00	0.00	0.00
Bitumen Content (Engineer's discretion)			320.00	0.00	0.00					
Full Depth Reclamation (FDR)	SY	39,080	3	7	Gradation (Engineer's discretion)	0	6	150.00	0.00	900.00
					Penetration Index DCP (1/10,000 SY)	4	6	70.00	280.00	420.00
					Relative Moisture (1/20,000 CY)	2	2	60.00	120.00	120.00
Bituminous - SP WE/NW	TON	13,144	11	22	MnDOT Gyratory Mix Properties (1/day/mix type)	11	11	690.00	7,590.00	7,590.00
					Companion Core Density & Thickness	88	88	60.00	5,280.00	5,280.00
Bituminous - 3" Walk or Trail <b>Small Q.</b>	TON	298	0	0	MnDOT Gyratory Mix Properties (1/day/mix type)	0	0	690.00	0.00	0.00
Topsoil Borrow	CY	1,921	1	2	Topsoil Borrow Testing (Engineer's discretion)	0	1	375.00	0.00	375.00
Concrete - Sidewalk, Pedestrian Ramps, Curb & Gutter, Driveway	CY	2,775	56	168	Plastic Concrete Testing (1 set of tests/100 CY) - Included in hourly rate see below					
					Concrete Compressive Strength, Curing, & Handling 4x8 Cylinders (includes mold) (5 cyls/300 CY)	175	280	45.00	7,875.00	12,600.00
					Concrete sample pick up from job site	35	56	110.00	3,850.00	6,160.00
<b>Subtotal =</b>								<b>29,900.00</b>	<b>39,190.00</b>	

**Notes:**

- For grading and base materials, per the 2023 MnDOT SMC, less than 500 tons (250 CY) may be accepted by the Engineer without testing.
- Material quantities are estimated based upon Statement of Estimated Quantities, conversions, and plans.
- Number of "Likely" bituminous samples, cores, and trips assumes 11 days of paving (1300 to 1500 tons of bituminous per day). Assumes testing of all companion cores and longitudinal density cores.
- We have **not** included time for marking bituminous core locations or for determining the random bituminous core locations.

Time and Mileage	Unit	Rate (\$)	Minimum Quantity	Likely Quantity	Minimum Cost	Likely Cost
Mileage, Personal Automobile/Truck	Mile	1.50	4,300	4,300	6,450.00	6,450.00
Technician II	Hour	126.00	237	237	29,862.00	29,862.00
Engineer II, Final Project Summary Report	Hour	210.00	4	8	840.00	1,680.00
Engineer II, Project Management	Hour	210.00	35	40	7,350.00	8,400.00
Project Administrator	Hour	95.00	6	6	570.00	570.00
<b>Subtotal =</b>					<b>45,072.00</b>	<b>46,962.00</b>

Estimate prepared by: <b>Ryan Schaefer</b>	<b>Minimum</b>	<b>Likely</b>
	<b>Total Cost Estimate = 74,972.00</b>	<b>86,152.00</b>

## **SECTION 1 - ACCEPTANCE**

**1.1** – This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” refer to the scope of services described in oral, written or electronic correspondence between AET and Client. The Services, these terms and conditions and any supporting information shall comprise the agreement (“Agreement”) between AET and Client for Services described in the correspondence and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, or 2) written or electronic notification for AET to proceed with any of the Services.** Any terms and conditions contained in a purchase order, task order or service order supplied by Client are null and void and do not modify the terms and conditions contained in the Agreement.

## **SECTION 2 - SAMPLES**

**2.1** – Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. Any known or suspected hazardous material samples will be returned to the Client at AET’s discretion.

**2.2** – Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

## **SECTION 3 - STANDARD OF CARE**

AET will perform its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of the service and in the same geographic area, under similar budgetary constraints.

## **SECTION 4 - INSURANCE**

AET maintains insurance with carriers licensed to do business in the state where the Services are performed. Coverage includes: Worker’s Compensation/Employer’s Liability, Commercial General Liability, Automobile Liability and Professional/Pollution Liability. AET will furnish certificates of insurance to Client upon request.

## **SECTION 5 - PAYMENT, INTEREST AND BREACH**

**5.1** – Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice, but not greater than 45 days from the date of the invoice. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

**5.2** – Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET’s possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

**5.3** – AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

**5.4** – AET reserves the right to charge a 2.5% fee on any payment made using a credit or debit card.

## **SECTION 6 - MUTUAL INDEMNIFICATION**

**6.1** – Subject to the limitations contained in Sections 6 and 7, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET’s negligent performance of the Services.

**6.2** – Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, or other third parties.

## **SECTION 7 - LIMITATION OF LIABILITY**

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client’s employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney’s fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation in excess of costs received by AET for Services.

## **SECTION 8 - TERMINATION**

**After 7 days’ written notice, either party may elect to terminate work for justifiable reasons. In this event, the Client shall pay AET for all Services performed, including demobilization and reporting costs to complete the Services.**

## **SECTION 9 - GOVERNING LAW**

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

## **SECTION 10 - INTERNATIONAL SHIPPING (IF APPLICABLE)**

Client is responsible for all costs associated with transportation of samples. Incoterms DDP preferred, whereby Client is responsible up to final delivery at AET. Client may elect DAP terms as follows: “AET” will be the Consignee and “Griffin & Company Logistics” the Notify Party (see below), with insurance from MSP to the final destination through Intermediate Consignee. AET will invoice the Client for any incurred expenses with a 15% processing fee. Reference HTS code 2517.10.0055 (processed stone for use in concrete, no commercial value, \$10.00 US arbitrary value). Client will provide AET with the following three documents: Air Waybill, Commercial Invoice, and Packing List. A copy of the three documents shall also accompany the shipment.

### **Consignee:**

**American Engineering Testing, Inc. 550 Cleveland Avenue North, Saint Paul, MN 55114, Attn: Gerard Moulzolf, Telephone +1-651-659-1346**

### **Notify Party/Intermediate Consignee:**

**Griffin & Company Logistics, 7830 12<sup>th</sup> Avenue South, Minneapolis, MN 55425, Attn Michael W. Holetz, Telephone: +1-612-229-4966**

## **SECTION 11 - ENTIRE AGREEMENT**

This Agreement, including these terms and conditions and correspondence describing our Services, is the entire agreement between AET and Client. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No consideration will be given to revisions to AET’s terms and conditions as a condition of payment for AET’s accrued Services. If changes in scope occur, they must be agreed to by both parties in advance of the work and other supplemental AET terms and conditions may apply. Supplemental terms and conditions are available upon request.



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2027

DATE (MM/DD/YYYY)

12/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

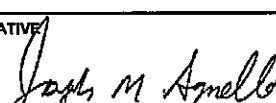
<b>PRODUCER</b> Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: The Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Phoenix Insurance Company	25623	INSURER B: Travelers Property Casualty Company of America	25674	INSURER C: Continental Casualty Company	20443	INSURER D:		INSURER E:		INSURER F:
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<b>INSURED</b> 1562985 AMERICAN ENGINEERING TESTING, INC. 550 CLEVELAND AVE. N ST. PAUL, MN 55114-1804															

**COVERAGES**      **CERTIFICATE NUMBER:** 22217726      **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONT. LIAB/XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	P-630-0E963389-PHX-26	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	810-B8961693-26-43-G	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED   RETENTION \$	N	N	CUP-C0212610-26-43	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-B8969168-26-43-G	1/1/2026	1/1/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY INCL. POLLUTION INCIDENT	N	N	ECH254066939	1/1/2026	1/1/2027	EACH CLAIM/AGGREGATE \$5,000,000/\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  22217726 EVIDENCE OF INSURANCE	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b> See <i>Specific Instructions</i> on page 3.	<p><b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p><b>AMERICAN ENGINEERING TESTING, INC.</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above.</p>
	<p><b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor                    <input type="checkbox"/> C corporation                    <input checked="" type="checkbox"/> S corporation                    <input type="checkbox"/> Partnership                    <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____  <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____             </p> <p><b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/></p>
	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.). See instructions.</p> <p><b>550 CLEVELAND AVENUE</b></p> <p><b>6</b> City, state, and ZIP code</p> <p><b>ST. PAUL, MN 55114</b></p> <p><b>7</b> List account number(s) here (optional)</p>
	<p>Requester's name and address (optional)</p>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>											
<b>or</b>											
<b>Employer identification number</b>											
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4	1	-	0	9	7	7	5	2	1		

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, **you are not required to sign the certification**, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person <i>Phil Chwialkowski</i>	Date <i>1/1/2026</i>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



<b>Agenda Section:</b>	<b>Consent Agenda</b>
<b>Meeting Date:</b>	<b>May 26, 2026</b>

**REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY**

**ITEM DESCRIPTION: Consider Approval of Temporary Liquor License for the Minnesota Dental Therapy Association's 5th Annual MDTA Conference on October 23, 2026**

<b>Action Requested: Motion</b>
<b>Form of Action: Other</b>
<b>Votes Needed: 3 Votes</b>

<b>Summary Statement:</b>	<ul style="list-style-type: none"> <li>• The Minnesota Dental Therapy Association's 5th Annual MDTA Conference will be held at the New Brighton Community Center room AB on October 23, 2026</li> <li>• The \$100 temporary liquor license fee and all paperwork have been submitted</li> </ul>
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<b>Recommendations:</b>	Approve the temporary liquor license application for Minnesota Dental Therapy Association's 5th Annual MDTA Conference
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<b>Applicable Deadlines:</b>	The state requires a minimum of 30 days to process liquor licenses.
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<b>Community Impact:</b>	Minnesota Dental Therapy Association (MDTA) is the professional association representing all dental therapists in Minnesota. Dental therapy is a new profession in Minnesota, as of 2009, that was established to meet the increasing dental needs. There are currently 4 dental therapists practicing in New Brighton. There are currently about 160 dentists
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	practicing state-wide, covering over 50% of all MN counties. The Minnesota Dental Therapy conference is on its 5th year, and after 4 years it has switched venues. When looking for a new venue, they decided to only look into community centers. They believe that having the event at New Brighton Community Center would align with their goals to work with the community while being present in the community. They understand that these public spaces are key to a thriving community, and they want to show their members what a beautiful city and community center New Brighton has to offer.
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<b>Legislative History:</b>	City Code Chapter 4 regulates temporary on-sale liquor licenses.
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<b>Strategic Priority:</b>	N/A
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<b>Fiscal Impact:</b>	<b>Financial Impact: Is there a financial consideration?</b>	<b>No</b>

<b>Attachments:</b>	
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<b>Agenda Section:</b>	<b>Consent Agenda</b>
<b>Meeting Date:</b>	<b>May 26, 2026</b>

**REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY**

**ITEM DESCRIPTION: Consider Approval of Application for Minnesota Department of Labor and Industry Workplace Safety Grant**

<b>Action Requested:</b> <u>Motion</u>
<b>Form of Action:</b> <u>N/A or Other</u>
<b>Votes Needed:</b> <u>3 Votes</u>

<b>Summary Statement:</b>	Approval is requested for the submission of an application to the Minnesota Department of Labor and Industry Workplace Safety Grant Program. The grant program provides 50% matching assistance for projects and equipment intended to reduce workplace injuries and improve employee safety. If awarded, grant funds would help offset the cost to replace plexiglass barriers with permanent glass installations at the License Bureau and City Hall customer service counters.
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<b>Recommendations:</b>	Approve the Finance Director to apply for a Minnesota Department of Labor and Industry Workplace Safety Grant.
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<b>Applicable Deadlines:</b>	June 15, 2026
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<b>Community Impact:</b>	Installation of permanent protective safety barriers at public-facing counters will enhance workplace safety for employees while improving the safety and comfort of residents and customers. The project supports uninterrupted public services by helping to reduce potential workplace
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	health and safety risks.
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<b>Legislative History:</b>	<p>In 2020, Public Works staff constructed and installed temporary plexiglass barriers at the License Bureau counter and the City Hall front counter for COVID-19 health safety reasons. Over time, the plexiglass barriers have become worn and are now in need of repair or replacement.</p> <p>Staff working in these areas have expressed a strong preference to maintain some type of protective barrier at the counters. In addition to helping reduce the spread of illness, the barriers provide employees with an increased sense of safety and serve as a physical separation during customer interactions. Staff believe the barriers continue to provide value as a workplace safety, employee satisfaction and customer service feature.</p> <p>Staff have obtained a quote for the purchase and professional installation of protective glass at both counters. A permanent installation would provide a cleaner appearance and improved durability compared to the existing temporary plexiglass barriers. The safety committee will work with the City's safety consultants from Complete Health, Environmental &amp; Safety Services, Inc (CHESS) to complete the grant paperwork.</p>
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<b>Strategic Priority:</b>	<b><u>Staff Capabilities</u></b>
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<b>Fiscal Impact:</b>	<table border="1"> <tr> <td><b>Financial Consideration?</b></td> <td><b><u>Yes</u></b></td> </tr> <tr> <td>Revenue/Expenditure Amount:</td> <td>50% matching grant up to \$10,000</td> </tr> <tr> <td>Financing Source:</td> <td><b><u>Other</u></b></td> </tr> <tr> <td>Notes:</td> <td>The remaining costs will be paid for using available Non-Fleet Replacement Funds.</td> </tr> </table>	<b>Financial Consideration?</b>	<b><u>Yes</u></b>	Revenue/Expenditure Amount:	50% matching grant up to \$10,000	Financing Source:	<b><u>Other</u></b>	Notes:	The remaining costs will be paid for using available Non-Fleet Replacement Funds.
<b>Financial Consideration?</b>	<b><u>Yes</u></b>								
Revenue/Expenditure Amount:	50% matching grant up to \$10,000								
Financing Source:	<b><u>Other</u></b>								
Notes:	The remaining costs will be paid for using available Non-Fleet Replacement Funds.								

<b>Attachments:</b>	<table border="1"> <tr> <td>1.</td> <td>Glass Quote</td> </tr> </table>	1.	Glass Quote
1.	Glass Quote		

**Proposal**

**Contract**

**White Bear Glass, Inc. *Designing with Glass since 1977***

**1759 Commerce Ct, White Bear Lake, MN 55110**

**p:651.426.3289 e:info@whitebearglass.com**

**To: City of New Brighton**

**Date: 5.19.26**

**Attn: Eric**

**Location: DMV office**

**WE PROPOSE TO FURNISH MATERIALS AND LABOR AS FOLLOWS:**

**Install Glass Protective Glass Guard along DMV countertop and 2<sup>nd</sup> Floor Service windows.**

**Glass: 3/8" Clear Tempered Glass -polished edges**

**Hardware finishes: Brushed Nickel**

**DMV space**

**\$13,980.00**

**Install new Protective Glass Guard across existing counter to include 6 transaction openings and Photo station.**

**2<sup>nd</sup> Floor Service space**

**\$2,800.00**

**Install 2 Protective Glass Gurads with 2 radius corners at top, 4x2 speak cut out, 12x4 transaction cut out at counter.**

**EXCLUSIONS: Labor and materials other than that specified.**

**FOR THE NET SUM OF: AS LISTED ABOVE**

This Proposal is valid for 30 days from the date above. If the Proposal is not accepted within the specified period this offer becomes invalid unless extended in writing by both parties. This Proposal subject to the following terms and conditions:

We reserve the right to correct clerical errors, not withstanding prior acceptance of the error is in one of substance rather than form, and acceptance of the proposal occurs before its corrections such acceptance may be withdrawn if correct or renders the proposal unacceptable.

Work will be commenced as promptly as possible after contractors notify us that sufficient areas are ready for glazing to insure continuous working conditions without imposing on us unnecessary trips to and from the job. Where extra trips are required by the contractor, additional charges may be made.

Work will be executed as promptly as possible, but subject to delays occasioned by strikes, lockouts, fires, carriers, and other causes beyond our control.

We do not replace breakage or damage to materials unless caused directly by our own employees.

This proposal is based on all work being performed during regular working hours. Extra charges may be made for any overtime work.

We agree to remove our own debris and will not assume and charge for removal by others.

The General Contractor will provide adequate storage space for materials without charge.

This proposal does not include any special barricade or enclosure to continue work in adverse weather.

This proposal will be incorporated and made part of any contract. The terms and conditions of our proposal shall supersede any conflicting provisions in other contract documents.

We will not accept changes or extras to the contract without prior written authorization providing equitable adjustment to the contract.

All materials will be furnished in accordance with manufacturer's tolerances for color variations, thickness, size, finish, texture, and performance standards.

We do not clean any material, glass, metal, spandrel, or construction.

Terms: Net 30 Days

**ACCEPTED:**

**SUBMITTED BY: Jeff Meyer**

**DATE:**

**DATE: 5.19.26**



<b>Agenda Section:</b>	<b>Consent Agenda</b>
<b>Meeting Date:</b>	<b>May 26, 2026</b>

**REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY**

**ITEM DESCRIPTION: Consider Resolution to Enter into a Preliminary Development Agreement with The Beard Group, Inc for the Brightwood Hills Golf Clubhouse**

<b>Action Requested: <u>Motion</u></b>
<b>Form of Action: <u>Contract/Agreement Resolution</u></b>
<b>Votes Needed: <u>3 Votes</u></b>

<b>Summary Statement:</b>	<p>As part of the City’s ongoing evaluation of long-term improvements at Brightwood Hills Golf Course, staff issued a request for development interest related to the potential redevelopment of the existing clubhouse site along Silver Lake Road. The intent of this effort was to explore opportunities that support reinvestment in golf course facilities, enhance the user experience, and align with broader City goals related to land use, housing, and financial sustainability. After reaching out to over thirty developers, the City received two redevelopment proposals. From the two proposals, the City Council chose The Beard Group as the preferred development partner. Their conceptual proposal titled <i>Brightwood Flats</i>, includes approximately 139 market-rate apartments and a new clubhouse facility. The proposal also incorporates underground parking, surface parking shared with golf course operations, and expanded clubhouse and practice amenities. The Golf Course will remain to be owned and operated by the City, and future plans will include discussion on continued golf operations during construction. By entering into a preliminary development agreement The Beard Group has assurances from the City</p>
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	that they are the preferred partner as they enter professional service contracts for design of the project.
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<b>Recommendations:</b>	
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<b>Applicable Deadlines:</b>	NA
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<b>Community Impact:</b>	This project would accelerate economic development while meeting housing needs of the community.
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<b>Legislative History:</b>	<p>2/4/2026 Parks, Recreation and Environmental Commission</p> <p>3/4/2026 Economic Development Commission</p> <p>3/24/2026 City Council Meeting Recommended working with The Beard Group</p>
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<b>Strategic Priority:</b>	<u>Economic Development</u> <u>City Assets</u>
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<b>Fiscal Impact:</b>	<b>Financial Consideration?</b>	<u>Yes</u>
	Revenue/Expenditure Amount:	\$15,000 Escrow for Reimbursing Administrative Costs Related to the Development
	Financing Source:	<u>Developer</u>
	Notes:	

<b>Attachments:</b>	1.	Resolution to Enter into a Preliminary Development Agreement with The Beard Group
	2.	New Brighton Beard Preliminary Development Agreement (clean)

Resolution No. 2026-

State of Minnesota  
County of Ramsey  
City of New Brighton

**RESOLUTION TO ENTER INTO A PRELIMINARY DEVELOPMENT AGREEMENT WITH THE BEARD GROUP, INC. FOR THE BRIGHTWOOD HILLS GOLF CLUBHOUSE**

**WHEREAS**, the City owns certain property known as the Brightwood Hills Golf Course located in the City of New Brighton, Minnesota, a portion of which property subject to redevelopment; and

**WHEREAS**, the City desires to promote redevelopment of the Property; and

**WHEREAS**, Developer is interested in developing on the Property an approximately one hundred thirty-nine (139) unit market rate apartment building to be owned by the Developer, and an approximately 4,500 square foot commercial space to be owned by the City for use as a clubhouse, and

**WHEREAS**, the City and Developer are interested in discussing and further planning for the Developer's proposal for the Development; and

**WHEREAS**, Developer has indicated to the City that it will seek assistance from the City to make the Development feasible; and

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

1. The Mayor is hereby authorized to sign the Preliminary Development Agreement.

**Adopted** this 26th 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

## PRELIMINARY DEVELOPMENT AGREEMENT

THIS PRELIMINARY DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 2026, by and among the City of New Brighton, a Minnesota municipal corporation (the "City"), and The Beard Group, Inc., a Minnesota corporation (the "Developer"):

### WITNESSETH:

WHEREAS, the City owns certain property known as the Brightwood Hills Golf Course located in the City of New Brighton, Minnesota, a portion of which property subject to redevelopment is in the area generally depicted on attached Exhibit A attached hereto ("Property"); and

WHEREAS, the City desires to promote redevelopment of the Property; and

WHEREAS, Developer, or a special purpose entity to be formed by the Developer for the purpose of completing this Development (defined below), is interested in developing on the Property an approximately one hundred thirty-nine (139) unit market rate apartment building to be owned by the Developer (the "Apartment Building") and an approximately 4,500 square foot commercial space to be owned by the City for use as a clubhouse (the "Clubhouse"), as generally depicted on attached Exhibit B ("Development"); and

WHEREAS, the and Developer are interested in discussing and further planning for the Developer's proposal for the Development; and

WHEREAS, Developer has indicated to the City that it will seek assistance from the City to make the Development feasible; and

WHEREAS, the City are willing to discuss with Developer available public subsidies for the Development; and

WHEREAS, various land use, zoning, and subdivision issues and actions related to the Development and the Property are required to be approved by the City in order to facilitate the Development by the Developer; and

WHEREAS, the City is willing to consider various land use, zoning, and subdivision issues and actions related to the Development and the Property in order to facilitate the Development by the Developer; and

WHEREAS, the City is willing to consider, and Developer is desirous to undertake the Development, if (i) a satisfactory agreement can be reached regarding the parties' obligations with respect to the Development; (ii) satisfactory mortgage and equity financing, or adequate cash resources for the Development can be secured by Developer; and (iii) the feasibility and soundness of the Development and other necessary preconditions have been determined to the satisfaction of the parties.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and obligations set forth herein, the parties agree as follows:

1. Future Negotiations.

The parties agree to continue negotiations in an attempt to formulate a definitive plan for the following:

(a) A replat of the Property to create on the Property a separate legally described tax parcel consisting solely of the Apartment Building to be conveyed to the Developer, and a separate legally described tax parcel consisting solely of the Clubhouse (the "Replat"), together with such condominium or other declarations, covenants, easements and other rights to be negotiated by the parties for shared parking, access, utilities, drainage, etc.;

(b) Review and approval of a purchase agreement, including the material terms for Developer to acquire the Apartment Building property from the City on terms to be negotiated by the parties;

(c) Review and approval of the proposed Development, including all design, land use, zoning, and subdivision approvals and any necessary development agreements or contracts; and

(d) Other terms and conditions of this Agreement.

2. Statement of Intent.

Although not conclusive or binding on either of the parties, it is the intention of the parties that this Agreement: (a) documents the present understanding of the parties; (b) will lead to negotiation and execution of a mutually satisfactory purchase agreement, development agreement and / or an included or separate agreement for tax increment financing, if applicable, and such other relevant documents (e.g. declarations, covenants, easements, etc.) for the Development (collectively, the "Definitive Agreements") prior to the termination date of this Agreement; and (c) will lead to appropriate land use, zoning, and subdivision application or applications. The Definitive Agreements, when executed and any land use, zoning, and subdivision approvals, will supersede any undertakings of the parties hereunder.

(a) During the term of this Agreement, it is the intention of the City to:

(i)

(ii) Seek all necessary information with regard to the anticipated public costs, if any, associated with the Development; and

(iii) Cooperate with the Developer to determine if the City can provide any public subsidies (such as pay-as-you-go TIF in a mutually agreeable amount); and

(iv) Negotiate the Definitive Agreements with the Developer for the Development.

(b) During the term of this Agreement, Developer intends to:

(i) Conduct a due diligence review of the Property, including without limitation, title, survey, environmental (e.g. Phase I & Phase II), soils, and market studies, subject to a separate access agreement to be negotiated between the parties;

(ii) Develop and submit its detailed proposal, including the plans and specifications, for development of the Development;

(iii) Seek necessary governmental approvals from any applicable governing authority;

(iv) Seek financing on terms acceptable to Developer, including but not limited to public subsidies (such as pay-as-you-go TIF in a mutually agreeable amount), grants, private loans and equity investment; and

(v) Negotiate the Definitive Agreements with the City for the Development.

3. TIF Assistance.

(a) The City understands that the Developer is seeking assistance from the City . During the term of this Agreement, Developer intends to:

(i) Submit to the City a design proposal to be reviewed by the City showing the location, size, and nature of the proposed Development, including layouts, renderings, elevations, and other graphic or written explanations of the Development. The design proposal shall be accompanied by a proposed schedule for the starting and completion of the Development.

(ii) Submit an overall cost estimate for the design and construction of the Development.

(iii) Submit a time schedule for the Development.

(iv) Undertake and obtain such other preliminary economic feasibility studies, income and expense projections, and such other economic information as Developer may desire to further confirm the economic feasibility and soundness of the Development.

(v) Submit to the City the Developer's financing plan showing that the proposed Development is financially feasible.

(vi) Furnish satisfactory financial data to the City evidencing Developer's ability to undertake the Development.

(vii) Furnish information in its possession and assist the City with determining the availability of and need for public assistance for the Development. Developer acknowledges that the City will conduct its but-for analysis in the course of negotiating the Definitive Agreements.

(b) Developer understands that the Tax Increment Financing sought for the proposed Development is subject to the conditions and requirements of applicable law. The City will review and consider such financing as allowed by law, but no provision shall be construed as an affirmative approval of such financing until such time as all legal requirements have been satisfied and a Definitive Agreement for Tax Increment Financing is executed by the City and the Developer.

4. Feasibility.

It is expressly understood that execution and implementation of any Definitive Agreements and any land use, zoning and subdivision approvals shall be subject to:

(a) A determination by the City in its sole discretion that, among other things, its undertakings are feasible and desirable based on (i) satisfaction of City Code requirements and any other applicable legal requirements; (ii) the purposes and objectives of any development plan created or proposed for the Development; and (iii) the best interests of the City.

(b) A determination by Developer that the Development is feasible and in the best interests of Developer.

5. Effective Date; Expiration.

Unless terminated earlier in accordance with its terms, this Agreement is effective from the date hereof through January 1, 2027. After such date, neither party shall have any obligation hereunder except as expressly set forth to the contrary herein.

6. Termination. Either party may terminate this agreement (with or without cause) by providing 30 days' written notice to the other party.

(a)

7. Sole Developer.

Developer is designated as sole developer of the Development of the Property during the term of this Agreement. The City agrees not to market the Property or to make, accept, negotiate, or otherwise pursue any other offers for sale or purchase of the Property until this Agreement expires or is terminated pursuant to Section 7 herein.

8. Costs; Escrow.

Developer shall be solely responsible for all costs incurred by Developer. In addition, upon the full execution of this Agreement the Developer will deposit \$15,000 with the City for payment or reimbursement of its Administrative Costs (as defined below) for its evaluation of the Developer's proposal. For the purposes of this Agreement, the term "Administrative Costs" means out of pocket costs incurred by City, all attributable to or incurred in connection with the negotiation, preparation and review of the Definitive Agreements and review and approvals of any land use, zoning and subdivision applications for the Development. Developer acknowledges that the Developer's proposal will require review by and/or consultation with the City's financial advisors, engineers, legal advisors, and other advisors or consultants and staff.

If at any time after full execution of this Agreement, the City determines that the amount deposited by Developer will be insufficient to pay the City's fees and expenses listed above, the City may notify the Developer in writing as to any additional amount required to be deposited. The Developer must deposit such additional funds within 10 business days after receipt of the City's notice. If the Developer fails to deposit such additional amount within 10 days, the City will instruct all Administrative Cost service providers to discontinue further work and submit final invoices which the Developer shall reimburse the City for within 10 business days after receipt of the City's notice even if the remaining Administrative Costs exceeds \$15,000 as a result of work done prior to the notification to discontinue work.

Any funds deposited by Developer and not expended by the City for its Administrative Costs will be returned to the Developer within 90 days after termination of this Agreement or, if the parties enter into Definitive Agreements, will be applied to any obligations of the Developer for Administrative Costs thereunder. The foregoing funds will not be credited towards the purchase price or returned if the transaction does not close. This Section 8 shall survive termination of this Agreement and shall be binding on the Developer and the City regardless of the enforceability of any other provision of this Agreement.

9. Severability.

If any portion of this Agreement is held invalid by a court of competent jurisdiction, such decision shall not affect the validity of any remaining portion of the Agreement.

10. Breach; Waiver.

In the event any covenant contained in this Agreement should be breached by one party and subsequently waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach.

11. Notice.

Notice or demand or other communication between or among the parties shall be sufficiently given if sent by mail, postage prepaid, return receipt requested or delivered personally:

(a) City:	City of New Brighton 803 Old Highway 8 NW New Brighton MN 55112 Attn: Craig Schlichting
(b) Developer:	The Beard Group, Inc. 530 N. 3 <sup>rd</sup> Street, Suite 330 Minneapolis, MN 55401 Attn: Ben Beard

12. Counterparts.

This Agreement may be executed simultaneously in any number of counterparts, all of which shall constitute one and the same instrument.

13. Governing Law.

This Agreement shall be governed by the laws of the State of Minnesota. For the purpose of resolving conflicts related to or arising out of this Agreement, the parties expressly agree that venue shall be exclusively in the State of Minnesota, County of Ramsey.

14. Incorporation.

The Recitals set forth in the preamble to this Agreement and the Exhibits attached to this Agreement are incorporated into this Agreement as if fully set forth herein.

15. Liability.

Each party will be solely responsible for its own acts and omissions and the results thereof to the extent authorized by law. Minnesota Statutes Chapter 466 and other applicable laws govern the Parties liability.

16. Government Data Practices.

All data created, collected, received, stored, used, maintained, or disseminated for any purpose in connection with this Agreement is governed by the Minnesota Government Data Practices Act, as well as other State and Federal rules and regulations relating to data privacy.

17. Entire Agreement.

This Agreement (including the exhibits attached hereto) constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral, or written, between the parties with respect thereto. Any amendment or modification of this Agreement shall not be valid unless such amendment or modification (i) is in writing and signed by authorized representatives of all parties and (ii) references this Agreement. The terms and conditions of the exhibits are integral parts of this Agreement and are fully incorporated herein by reference.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Developer and City have caused this Agreement to be duly executed effective as of the day and year first above written.

DEVELOPER:

The Beard Group, Inc.

By \_\_\_\_\_  
Ben Beard

Its: \_\_\_\_\_

CITY:

City of New Brighton, Minnesota

By \_\_\_\_\_  
Kari Niedfeldt-Thomas

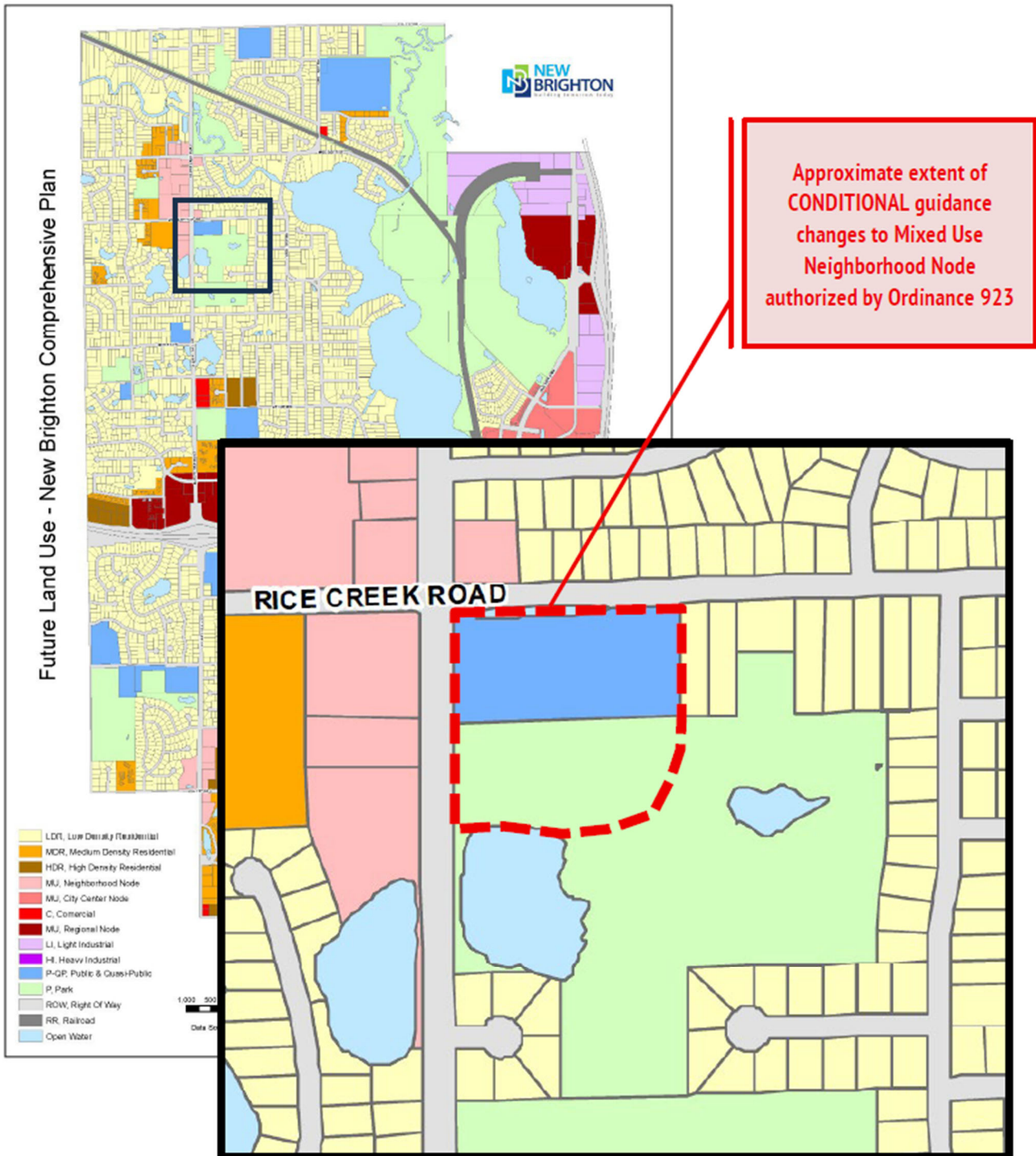
Its: Mayor

And

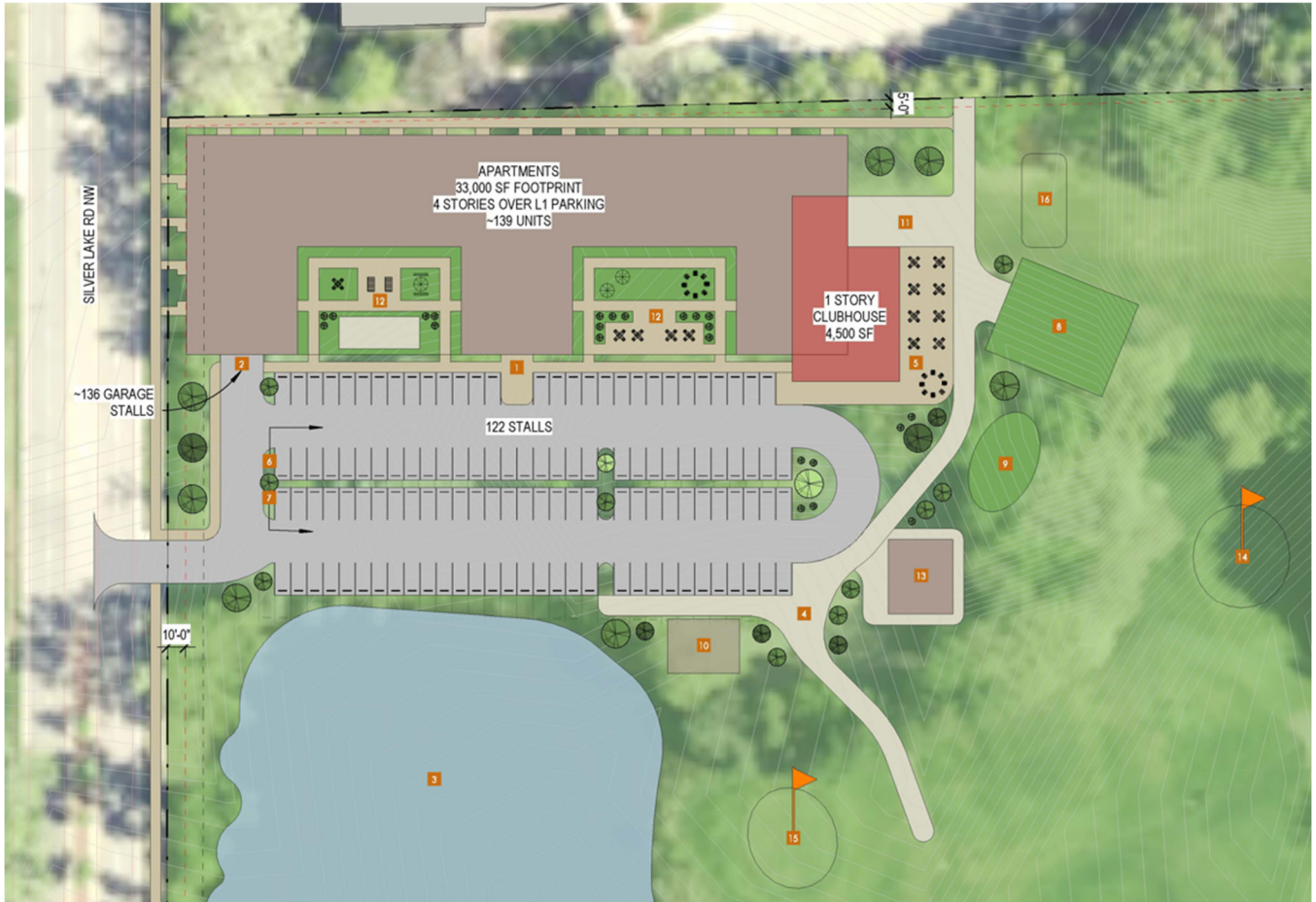
By \_\_\_\_\_

Its: City Clerk

# EXHIBIT A



# EXHIBIT B





<b>Agenda Section:</b>	<b>Consent Agenda</b>
<b>Meeting Date:</b>	<b>May 26, 2026</b>

**REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY**

**ITEM DESCRIPTION: Consideration of Permanent and Temporary Easements for City Project 26-1, 2026 Street Rehabilitation**

<b>Action Requested:</b> <u>Motion</u>
<b>Form of Action:</b> <u>Contract/Agreement</u>
<b>Votes Needed:</b> <u>3 Votes</u>

<b>Summary Statement:</b>	Prior to the initiation of these easements, the existing right of way or easement area was too confined to allow a contractor or city to perform the work efficiently, or to make sure we blended the project improvements with the adjacent properties. To accommodate the improvements and relocation of power lines, temporary and permanent easement agreements were created. The City Attorney prepared the easements and property owners have executed them. We will record when fully executed.
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<b>Recommendations:</b>	To approve and accept the attached easement agreements.
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<b>Applicable Deadlines:</b>	Record prior to construction start
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<b>Community Impact:</b>	Provide space to properly construct and maintain city facilities.
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<b>Legislative History:</b>	<p>August 12, 2025 City Council approved a professional service agreement with E.G. Rud &amp; Sons for land surveying services related to City Project 26-1, 2026 Street Rehabilitation.</p> <p>October 28, 2025 City Council approved a professional service agreement with Kimley Horn for engineering design services related to City Project 26-1, 2026 Street Rehabilitation.</p> <p>February 10, 2026 City Council adopted a resolution ordering staff to prepare a Feasibility Study for City Project 26-1, 2026 Street Rehabilitation.</p> <p>February 10, 2026 City Council authorized the purchase of fire hydrants and gate valves for the proposed project.</p> <p>March 19, 2026 An informational meeting was held with residents and business owners to be affected by the project.</p> <p>March 24, 2026 City Council accepted the Feasibility Study and set the date for the Public Improvement Hearing for City Project 26-1, 2026 Street Rehabilitation.</p>
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<b>Strategic Priority:</b>	<b><u>City Assets</u></b>
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<b>Fiscal Impact:</b>	<table border="1"> <tr> <td><b>Financial Consideration?</b></td> <td>Yes</td> </tr> <tr> <td>Revenue/Expenditure Amount:</td> <td>The city will pay county recording costs</td> </tr> <tr> <td>Financing Source:</td> <td><b><u>Budgeted</u></b></td> </tr> <tr> <td>Notes:</td> <td></td> </tr> </table>	<b>Financial Consideration?</b>	Yes	Revenue/Expenditure Amount:	The city will pay county recording costs	Financing Source:	<b><u>Budgeted</u></b>	Notes:	
<b>Financial Consideration?</b>	Yes								
Revenue/Expenditure Amount:	The city will pay county recording costs								
Financing Source:	<b><u>Budgeted</u></b>								
Notes:									

<b>Attachments:</b>	<table border="1"> <tr> <td>1.</td> <td>1195 7th St NW</td> </tr> <tr> <td>2.</td> <td>1201 7th Street NW</td> </tr> <tr> <td>3.</td> <td>1350 7th Street (xcel)</td> </tr> <tr> <td>4.</td> <td>1350 7th Street</td> </tr> <tr> <td>5.</td> <td>1800 5th Street (Belair Sidewalk)</td> </tr> <tr> <td>6.</td> <td>2210 7th Street NW</td> </tr> </table>	1.	1195 7th St NW	2.	1201 7th Street NW	3.	1350 7th Street (xcel)	4.	1350 7th Street	5.	1800 5th Street (Belair Sidewalk)	6.	2210 7th Street NW
1.	1195 7th St NW												
2.	1201 7th Street NW												
3.	1350 7th Street (xcel)												
4.	1350 7th Street												
5.	1800 5th Street (Belair Sidewalk)												
6.	2210 7th Street NW												

	7.	2260 7th Street
	8.	2300 7th Street (Highview - Xcel)
	9.	2300 7th Street (Highview)
	10.	2381 7th Street NW
	11.	2391 7th Street NW
	12.	Roadway Easement 6th St NW

## TEMPORARY CONSTRUCTION EASEMENT

THIS INSTRUMENT is made by Rosemary M. Swenson, a single individual, Grantor, in favor of the City of New Brighton, Minnesota, a municipal corporation under the laws of the State of Minnesota, Grantee (the "City").

### Recitals

- A. Grantor is the fee owner of the property located in Ramsey County, Minnesota (the "Property") and legally described on Exhibit A attached hereto.
- B. Grantor desires to grant to the City a temporary construction easement (the "Easement") according to the terms and conditions contained herein.

### Terms of Temporary Construction Easement

1. Grant of Temporary Construction Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the City the following Easement which is legally described on Exhibit B (the "Easement Area") and depicted on Exhibit C attached hereto.
2. Scope of Easement. The above-described Easement includes the rights of the City, its contractors, agents, and employees to enter the Easement Area at all reasonable times for the purposes of constructing roadway, grading, and drainage and utility improvements for the City's street reconstruction project.

The temporary easement granted herein also includes the right to cut, trim, or remove any landscaping, trees, shrubs, improvements, or vegetation within the Easement Area that in the City's judgment unreasonably interferes with the storage of materials and equipment. The City will restore the Property affected by the work to the general condition that it was prior to the work being performed. Restoration will be completed no later than the expiration date of this Easement.

Grantor will not erect, construct, or create any building, improvement, obstruction, or structure of any kind within the Easement Area during the term of this Easement, either above or below the surface or change the grade thereof without the express written permission of the City.

3. Warranty of Title. Grantor warrants that she is the owner of the Property and has the right, title, and capacity to convey to the City the easement herein.

4. Environmental Matters. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the easement area or Property prior to the date of this instrument.

5. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on Grantor, her heirs, successors and assigns.

6. Term. The easement granted herein shall expire on 10-31-27.

STATE DEED TAX DUE HEREON: NONE

*[The remainder of this page left intentionally blank; signatures follow on next page]*



**EXHIBIT A TO  
TEMPORARY CONSTRUCTION EASEMENT**

Legal Description of the Property

Lots 28, 29 and 30, Block 4, Syndicate Addition to Minneapolis Stock Yards, Ramsey County, Minnesota.

Property ID No.: 29-30-23-24-0061  
Torrens Certificate No. 595042  
Property Address: 1195 7th Street NW  
New Brighton, MN 55112

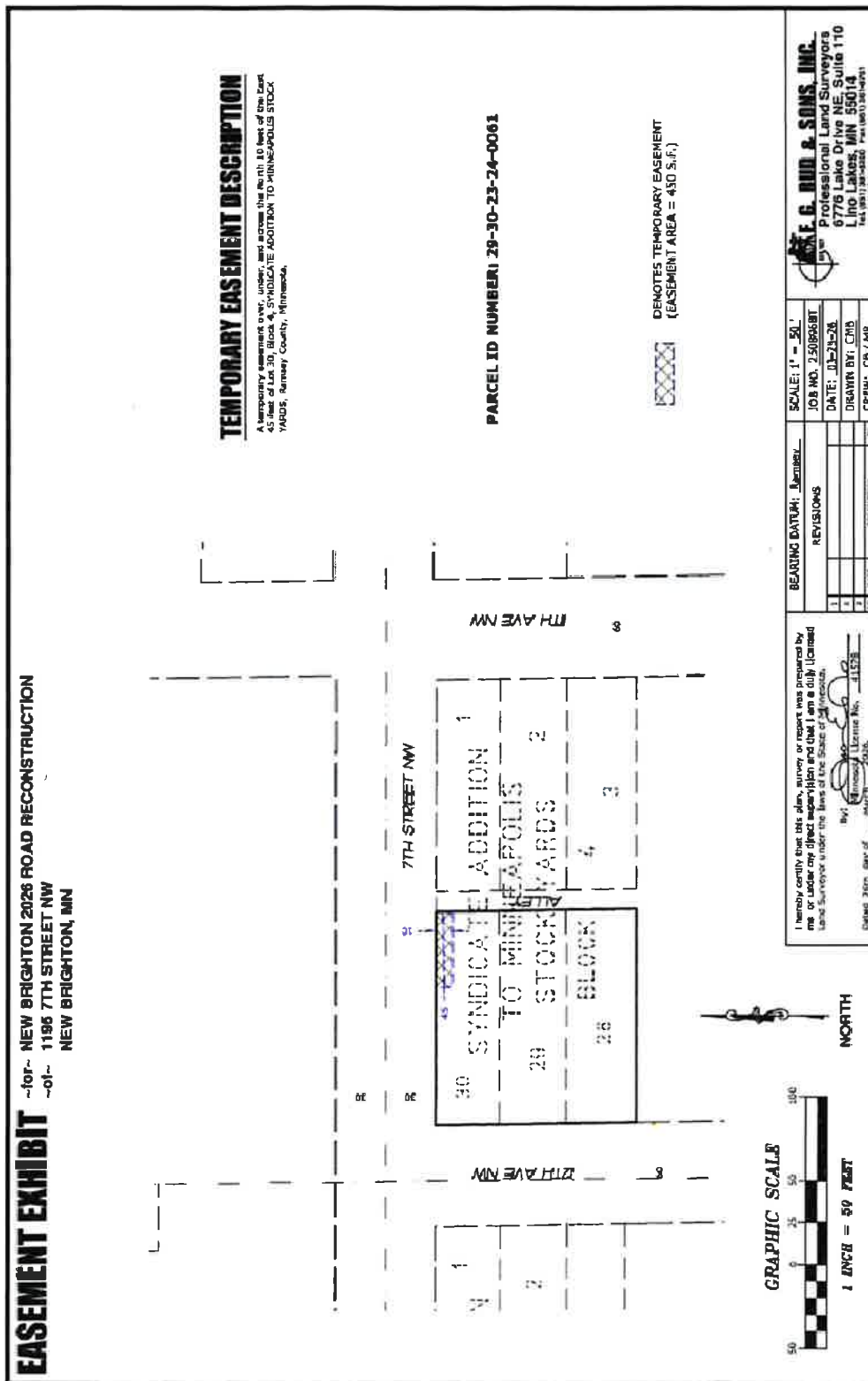
**EXHIBIT B TO  
TEMPORARY CONSTRUCTION EASEMENT**

**Legal Description of the Easement Area**

A temporary easement over, under, and across the North 10 feet of the East 45 feet of Lot 30, Block 4, SYNDICATE ADDITION TO MINNEAPOLIS STOCK YARDS, Ramsey County, Minnesota.

# EXHIBIT C TO TEMPORARY CONSTRUCTION EASEMENT

## Depiction of the Easement Area



## TEMPORARY CONSTRUCTION EASEMENT

THIS INSTRUMENT is made by Jake Xu, a single individual, Grantor, in favor of the City of New Brighton, Minnesota, a municipal corporation under the laws of the State of Minnesota, Grantee (the "City").

### Recitals

- A. Grantor is the fee owner of the property located in Ramsey County, Minnesota (the "Property") and legally described on Exhibit A attached hereto.
- B. Grantor desires to grant to the City a temporary construction easement (the "Easement") according to the terms and conditions contained herein.

### Terms of Temporary Construction Easement

1. Grant of Temporary Construction Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the City the following Easement which is legally described on Exhibit B (the "Easement Area") and depicted on Exhibit C attached hereto.
2. Scope of Easement. The above-described Easement includes the rights of the City, its contractors, agents, and employees to enter the Easement Area at all reasonable times for the purposes of constructing roadway, grading, and drainage and utility improvements for the City's street reconstruction project.

The temporary easement granted herein also includes the right to cut, trim, or remove any landscaping, trees, shrubs, improvements, or vegetation within the Easement Area that in the City's judgment unreasonably interferes with the storage of materials and equipment. The City will restore the Property affected by the work to the general condition that it was prior to the work being performed. Restoration will be completed no later than the expiration date of this Easement.

Grantor will not erect, construct, or create any building, improvement, obstruction, or structure of any kind within the Easement Area during the term of this Easement, either above or below the surface or change the grade thereof without the express written permission of the City.

3. Warranty of Title. Grantor warrants that he is the owner of the Property and has the right, title, and capacity to convey to the City the easement herein.

4. Environmental Matters. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the easement area or Property prior to the date of this instrument.

5. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on Grantor, his heirs, successors and assigns.

6. Term. The easement granted herein shall expire on October 31, 2027

STATE DEED TAX DUE HEREON: NONE

*[The remainder of this page left intentionally blank; signatures follow on next page]*



**EXHIBIT A TO  
TEMPORARY CONSTRUCTION EASEMENT**

Legal Description of the Property

Lots 1, 2 and 3, Except the South 7 feet of said Lot 3, Block 5, Syndicate Addition to Minneapolis Stockyards, according to the recorded plat thereof on file and of record in the office of the County Recorder, Ramsey County, Minnesota.

Property ID No.: 29-30-23-23-0050

Abstract Property

Property Address: 1201 7th Street NW

New Brighton, MN 55112

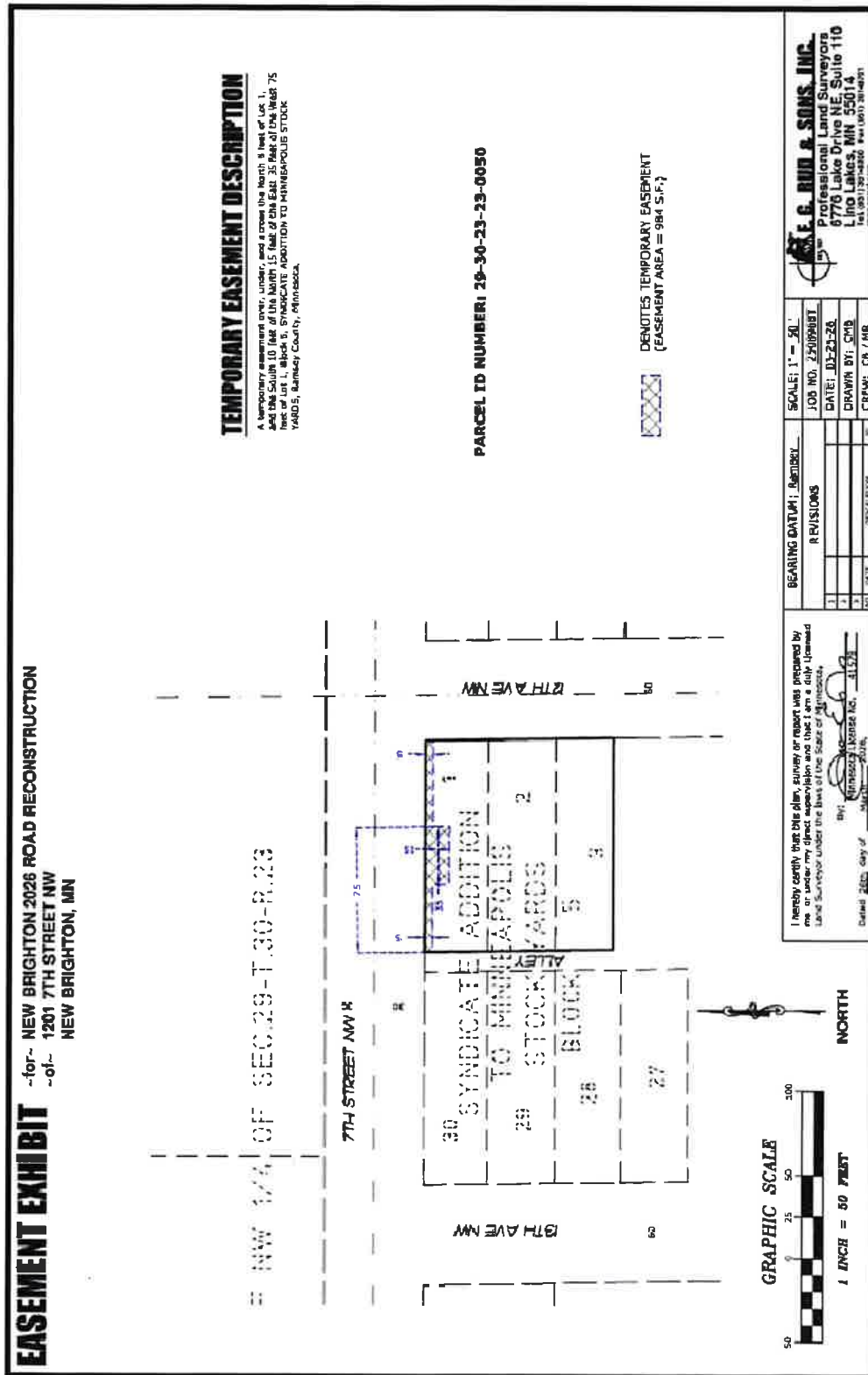
**EXHIBIT B TO  
TEMPORARY CONSTRUCTION EASEMENT**

**Legal Description of the Easement Area**

A temporary easement over, under, and across the North 5 feet of Lot 1, and the South 10 feet of the North 15 feet of the East 35 feet of the West 75 feet of Lot 1, Block 5, SYNDICATE ADDITION TO MINNEAPOLIS STOCK YARDS, Ramsey County, Minnesota.

# EXHIBIT C TO TEMPORARY CONSTRUCTION EASEMENT

## Depiction of the Easement Area



## DRAINAGE AND UTILITY EASEMENT

**THIS DRAINAGE AND UTILITY EASEMENT** is made by New Brighton Apartments, LLC, a Minnesota limited liability company (the “**Grantor**”), in favor of the City of New Brighton, Minnesota, a municipal corporation under the laws of the State of Minnesota, Grantee (the “**City**”).

### Recitals

A. The Grantor is the fee owner of that certain real property located at 1350 7<sup>th</sup> Street NW in Ramsey County, Minnesota (PID No. 29-30-23-22-0010), legally described on the attached **Exhibit A** the “**Property**”); and

B. The Grantor desires to grant to the City a certain non-exclusive permanent drainage and utility easement as hereinafter described in, over, across, beneath, and above a portion of the Property, which is legally described on the attached **Exhibit B**, and further depicted on the attached **Exhibit C** (the “**Easement Area**”), according to the terms and conditions contained herein (the “**Easement**”).

### Terms of Easement

1. Recitals. The above recitals are hereby incorporated into this Easement.
2. Grant of Easement. For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by the Grantor, the Grantor grants and conveys to the City a permanent, non-exclusive easement for public drainage and utility purposes in, over, across, beneath, and above the Easement Area.
3. Scope of Easement. The Easement granted herein includes the right of the City, its contractors, agents, employees, and assigns to enter the Easement Area at all reasonable times for the purpose of locating, constructing, reconstructing, installing, removing, operating, maintaining, inspecting, altering, improving, and repairing drainage, sanitary sewer, storm sewer, watermain, and other public utilities, facilities or improvements of any type that are not inconsistent with public drainage and utility use including but not limited to, the right itself, or to allow public or private utility companies, to place, maintain, improve, repair, replace, and remove utilities and related facilities within the Easement Area, including overhead facilities. The Easement granted herein also includes the rights to cut, trim, or remove trees, shrubs, or other vegetation existing within the Easement Area, and to prohibit obstructions and grading alterations now or in the future as in City’s judgment unreasonably interfere with the use or maintenance of the Easement Area.

4. Warranty of Title. The Grantor warrants that the Grantor is the fee owner of the Property and has the right, title, and capacity to convey to the City the Easement herein.

5. Environmental Matters. Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement Area or Property prior to the date of this Easement.

6. Binding Effect. The terms and conditions of this Easement shall run with the land and be binding on Grantor for the benefit of Grantee and its respective successors and assigns.

STATE DEED TAX DUE HEREON: NONE

*{Remainder of Page Intentionally Left Blank; Signature Page to Follow}*

Dated this 11th day of May, 2026.

**GRANTOR:**

New Brighton Apartments, LLC

By: Krishna Jain

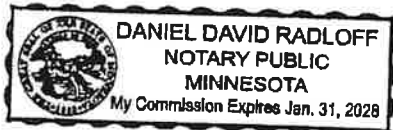
Name: CEO

Title: Chief Manager

STATE OF Minnesota )  
 ) ss.  
COUNTY OF Goodhue )

This instrument was acknowledged before me on this 11th day of May 2026, by Krishna Jain, the Chief Manager of New Brighton Apartments, LLC, a Minnesota limited liability Company, Grantor.

[Signature]  
Notary Public



NOTARY STAMP OR SEAL

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

**EXHIBIT A**  
Legal Description of the Property

Parcel I: Commencing at the Southeast corner of the Northwest Quarter of the Northwest Quarter of Section 29, Township 30, Range 23, Ramsey County, Minnesota; thence Westerly along the Southerly line of the Northwest Quarter of Northwest Quarter of said Section 29, 537.19 feet; thence at a right angle to the right and on an assumed bearing of North, 304.34 feet to the actual point of beginning; thence East 191.16 feet; thence North 39 degrees 20 minutes East 114.5 feet; thence North 48 degrees 59 minutes 02 seconds West 186.14 feet; thence South 41 degrees West 137 feet; thence South 18 degrees West 107.85 feet; thence South 4.75 feet to the point of beginning; except that part of the Northwest Quarter of the Northwest Quarter of Section 29, Township 30, Range 23, described as follows: Commencing at the Southeast corner of said Quarter-Quarter Section; thence West on the Southerly line of said Quarter-Quarter Section for a distance of 537.19 feet; thence North 304.34 feet; thence East 191.16 feet; thence North 39 degrees 20 minutes East 114.5 feet; thence North 48 degrees 59 minutes 02 seconds West 47.02 feet to the point of beginning of land to be described; thence South 39 degrees 20 minutes West 33.88 feet; thence North 50 degrees 40 minutes West 66.5 feet; thence North 39 degrees 20 minutes East 35.84 feet; thence East 66.5 feet to point of beginning. Together with easement for road purposes over strip of land 30 feet in the Northwest Quarter of said Section 29, a distance of 522.19 feet West of the Southeast corner of said Northwest Quarter of the Northwest Quarter; thence North at a right angle to said south line a distance of 304.34 feet, and there terminating.

Parcel 2: An undivided one-third of that part of the Northwest Quarter of the Northwest Quarter of Section 29, Township 30, Range 23, Ramsey County, Minnesota, described as follows: Commencing at the Southeast corner of said Northwest Quarter of the Northwest Quarter; thence West for a distance of 537.19 feet; thence North 304.34 feet; thence East 191.16 feet; thence North 39 degrees 20 minutes East 114.5 feet; thence North 48 degrees 59 minutes 02 seconds West 47.02 feet to the point of beginning of the land described; thence South 39 degrees 20 minutes West 33.88 feet; thence North 50 degrees 40 minutes West 66.5 feet; thence North 39 degrees 20 minutes East 40 feet; thence South 48 degrees 59 minutes 02 seconds East 66.6 feet; thence South 39 degrees 20 minutes West 6.12 feet to the point of beginning.

Property ID No.: 29-30-23-22-0010  
Abstract Property  
Property Address: 1350 7th Street NW  
New Brighton, MN 55112

**EXHIBIT B**  
Legal Description of the Easement Area

A 10 foot wide drainage and utility easement in, over, across, beneath, and above the North 10 feet of the South 40 feet of that part of the Northwest Quarter of the Northwest Quarter of Section 29, Township 30, Range 23, described as follows:

Beginning at a point on the South line of said Northwest Quarter of the Northwest Quarter, distant 537.19 feet West of the Southeast corner of the said Northwest Quarter of the Northwest Quarter; thence North at a right angle a distance of 304.34 feet; thence East at a right angle a distance of 261.34 feet; thence South at a right angle a distance of 304.34 feet to the South line of said Northwest Quarter of the Northwest Quarter; thence west 261.34 feet to the point of beginning, subject to street, according to the United States Government Survey thereof and situate in Ramsey County, Minnesota.

**EXHIBIT C**  
Depiction of the Easement Area

# EASEMENT EXHIBIT

-for- NEW BRIGHTON 2026 ROAD RECONSTRUCTION  
 -of- 1350 7TH STREET NW  
 NEW BRIGHTON, MN

## DRAINAGE AND UTILITY EASEMENT DESCRIPTION

A 10 foot wide drainage and utility easement, hereinafter referred to as the "Easement", is hereby created in and over the South Quarter of Section 29, Township 30, Range 21, 68th Street NW.

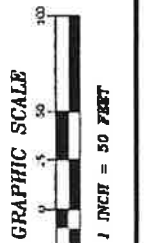
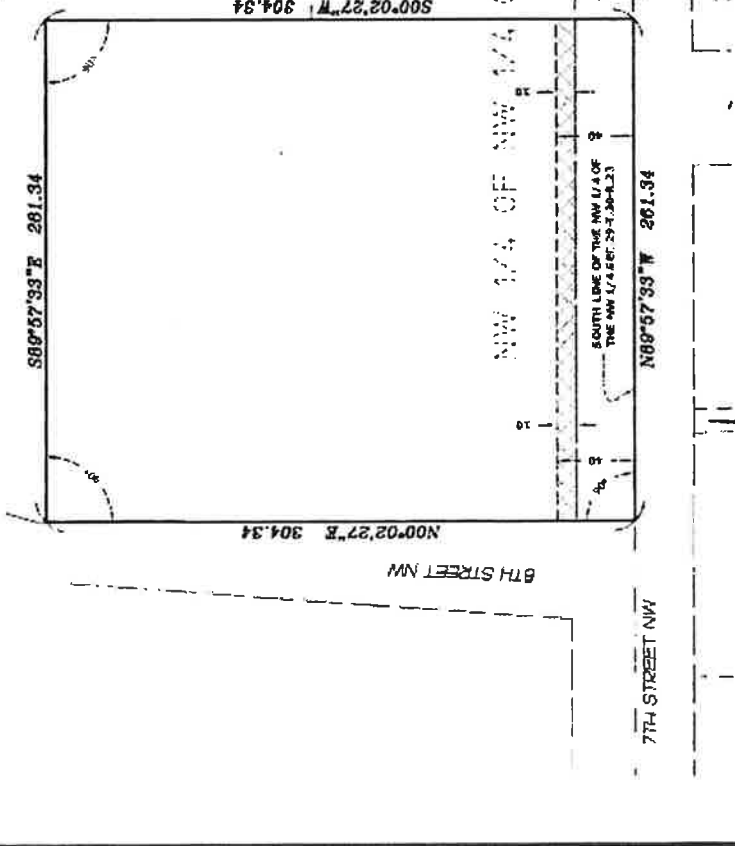
Beginning at a point on the South line of said Northwest Quarter of the Northwest Quarter, distant 377.19 feet west of the Southeast corner of the Northwest Quarter, and running South 88°57'33" West a distance of 261.34 feet to the point of beginning, thence South 00°02'27" West a distance of 304.34 feet to the point of beginning, thence North 88°57'33" East a distance of 261.34 feet to the point of beginning, subject to all other easements shown on the United States Government Survey thereof and situated in Ramsey County, Minnesota.

PARCEL ID NUMBER: 29-30-23-22-0010

5220 DENOTES EASEMENT  
 (EASEMENT AREA = 2,613 S.F.)

NW 1/4 OF NW 1/4 OF SEC. 29-T.30-R.23

SEE ORDINANCE OF THE NW 1/4 OF THE NW 1/4 SEC. 29-T.30-R.23



NORTH

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

DATE: 2/23/26

BY: [Signature]

REVISIONS	
1	DATE: 06-23-26
2	DRAWN BY: OMB
3	CREW: CB / MR

**W. E. MILL & SONS, INC.**  
 Professional Land Surveyors  
 6776 Lake Drive NE, Suite 110  
 Umo Lake, MN 55014  
 Tel: (763) 485-2525 Fax: (763) 485-2526

## TEMPORARY CONSTRUCTION EASEMENT

THIS INSTRUMENT is made by Hyde Park LLC, a Minnesota limited liability company, Grantor, in favor of the City of New Brighton, Minnesota, a municipal corporation under the laws of the State of Minnesota, Grantee (the "City").

### Recitals

- A. Grantor is the fee owner of the property located in Ramsey County, Minnesota (the "Property") and legally described on Exhibit A attached hereto.
- B. Grantor desires to grant to the City a temporary construction easement (the "Easement") according to the terms and conditions contained herein.

### Terms of Temporary Construction Easement

1. Grant of Temporary Construction Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the City the following Easement which is legally described on Exhibit B (the "Easement Area") and depicted on Exhibit C attached hereto.
2. Scope of Easement. The above-described Easement includes the rights of the City, its contractors, agents, and employees to enter the Easement Area at all reasonable times for the purposes of constructing roadway, grading, and drainage and utility improvements for the City's street reconstruction project.

The temporary easement granted herein also includes the right to cut, trim, or remove any landscaping, trees, shrubs, improvements, or vegetation within the Easement Area that in the City's judgment unreasonably interferes with the storage of materials and equipment. The City will restore the Property affected by the work to the general condition that it was prior to the work being performed. Restoration will be completed no later than the expiration date of this Easement.

Grantor will not erect, construct, or create any building, improvement, obstruction, or structure of any kind within the Easement Area during the term of this Easement, either above or

below the surface or change the grade thereof without the express written permission of the City.

3. Warranty of Title. Grantor warrants that it is the owner of the Property and has the right, title, and capacity to convey to the City the easement herein.

4. Environmental Matters. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the easement area or Property prior to the date of this instrument.

5. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on Grantor, its successors and assigns.

6. Term. The easement granted herein shall expire on 10-31-27.

STATE DEED TAX DUE HEREON: NONE

*[The remainder of this page left intentionally blank; signatures follow on next page]*

Dated this 20th day of April, 2026.

**GRANTOR:**

**HYDE PARK LLC**

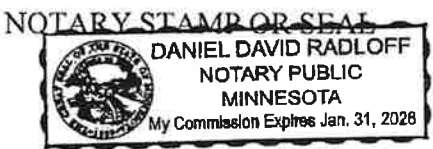
By: 

Its: CFO  
Manager

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF Goodhue )

The foregoing instrument was acknowledged before me this 20th day of April, 2026 by Krishna Jain, the Manager of Hyde Park LLC, a Minnesota limited liability company, Grantor.

  
Notary Public



**THIS INSTRUMENT DRAFTED BY:**

Kennedy & Graven, Chartered (SJS)  
150 South 5<sup>th</sup> Street, Suite 700  
Minneapolis, MN 55402  
(612) 337-9300

**EXHIBIT A TO  
TEMPORARY CONSTRUCTION EASEMENT**

Legal Description of the Property

Parcel I: Commencing at the Southeast corner of the Northwest Quarter of the Northwest Quarter of Section 29, Township 30, Range 23, Ramsey County, Minnesota; thence Westerly along the Southerly line of the Northwest Quarter of Northwest Quarter of said Section 29, 537.19 feet; thence at a right angle to the right and on an assumed bearing of North, 304.34 feet to the actual point of beginning; thence East 191.16 feet; thence North 39 degrees 20 minutes East 114.5 feet; thence North 48 degrees 59 minutes 02 seconds West 186.14 feet; thence South 41 degrees West 137 feet; thence South 18 degrees West 107.85 feet; thence South 4.75 feet to the point of beginning; except that part of the Northwest Quarter of the Northwest Quarter of Section 29, Township 30, Range 23, described as follows: Commencing at the Southeast corner of said Quarter-Quarter Section; thence West on the Southerly line of said Quarter-Quarter Section for a distance of 537.19 feet; thence North 304.34 feet; thence East 191.16 feet; thence North 39 degrees 20 minutes East 114.5 feet; thence North 48 degrees 59 minutes 02 seconds West 47.02 feet to the point of beginning of land to be described; thence South 39 degrees 20 minutes West 33.88 feet; thence North 50 degrees 40 minutes West 66.5 feet; thence North 39 degrees 20 minutes East 35.84 feet; thence East 66.5 feet to point of beginning. Together with easement for road purposes over strip of land 30 feet in the Northwest Quarter of said Section 29, a distance of 522.19 feet West of the Southeast corner of said Northwest Quarter of the Northwest Quarter; thence North at a right angle to said south line a distance of 304.34 feet, and there terminating.

Parcel 2: An undivided one-third of that part of the Northwest Quarter of the Northwest Quarter of Section 29, Township 30, Range 23, Ramsey County, Minnesota, described as follows: Commencing at the Southeast corner of said Northwest Quarter of the Northwest Quarter; thence West for a distance of 537.19 feet; thence North 304.34 feet; thence East 191.16 feet; thence North 39 degrees 20 minutes East 114.5 feet; thence North 48 degrees 59 minutes 02 seconds West 47.02 feet to the point of beginning of the land described; thence South 39 degrees 20 minutes West 33.88 feet; thence North 50 degrees 40 minutes West 66.5 feet; thence North 39 degrees 20 minutes East 40 feet; thence South 48 degrees 59 minutes 02 seconds East 66.6 feet; thence South 39 degrees 20 minutes West 6.12 feet to the point of beginning.

Property ID No.: 29-30-23-22-0010  
Abstract Property  
Property Address: 1350 7<sup>th</sup> Street NW  
New Brighton, MN 55112

**EXHIBIT B TO  
TEMPORARY CONSTRUCTION EASEMENT**

**Legal Description of the Easement Area**

A temporary easement over, under, and across the North 8 feet of the South 38 feet, and the West 10 feet of the North 15 feet of the South 53 feet of that part of the Northwest Quarter of the Northwest Quarter of Section 29, Township 30, Range 23, described as follows:

Beginning at a point on the South line of said Northwest Quarter of the Northwest Quarter, distant 537.19 feet West of the Southeast corner of the said Northwest Quarter of the Northwest Quarter; thence North at a right angle a distance of 304.34 feet; thence East at a right angle a distance of 261.34 feet; thence South at a right angle a distance of 304.34 feet to the South line of said Northwest Quarter of the Northwest Quarter; thence west 261.34 feet to the point of beginning, subject to street, according to the United States Government Survey thereof and situate in Ramsey County, Minnesota.



## TEMPORARY CONSTRUCTION EASEMENT

THIS INSTRUMENT is made by Independent School District No. 621, a Minnesota body corporate and politic, Grantor, in favor of the City of New Brighton, Minnesota, a municipal corporation under the laws of the State of Minnesota, Grantee (the "City").

### Recitals

- A. Grantor is the fee owner of the property located in Ramsey County, Minnesota (the "Property") and legally described on Exhibit A attached hereto.
- B. Grantor desires to grant to the City a temporary construction easement (the "Easement") according to the terms and conditions contained herein.

### Terms of Temporary Construction Easement

1. Grant of Temporary Construction Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the City the following Easement which is legally described on Exhibit B (the "Easement Area") and depicted on Exhibit C attached hereto.
2. Scope of Easement. The above-described Easement includes the rights of the City, its contractors, agents, and employees to enter the Easement Area at all reasonable times for the purposes of constructing roadway, grading, and drainage and utility improvements for the City's street reconstruction project.

The temporary easement granted herein also includes the right to cut, trim, or remove any landscaping, trees, shrubs, improvements, or vegetation within the Easement Area that in the City's judgment unreasonably interferes with the storage of materials and equipment. The City will restore the Property affected by the work to the general condition that it was prior to the work being performed. Restoration will be completed no later than the expiration date of this

Easement.

Grantor will not erect, construct, or create any building, improvement, obstruction, or structure of any kind within the Easement Area during the term of this Easement, either above or below the surface or change the grade thereof without the express written permission of the City.

3. Warranty of Title. Grantor warrants that it is the owner of the Property and has the right, title, and capacity to convey to the City the easement herein.

4. Environmental Matters. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the easement area or Property prior to the date of this instrument.

5. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on Grantor, its successors and assigns.

6. Term. The easement granted herein shall expire on 10-31-27.

STATE DEED TAX DUE HEREON: NONE

*[The remainder of this page left intentionally blank; signatures follow on next page]*

Dated this 21 day of April, 2026.

**GRANTOR:**

**INDEPENDENT SCHOOL DISTRICT NO. 621**

By: Heidi Danielson

Its: Board Chair

By: Alessandra Nelson

Its: Board Clerk

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of April, 2026 by Heidi Danielson and Alessandra Nelson, the Board Chair and the Board Clerk, respectively, of Independent School District No. 621, a Minnesota body corporate and politic, Grantor.

Sara Orourke  
Notary Public

NOTARY STAMP OR SEAL



THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered (SJS)  
150 South 5<sup>th</sup> Street, Suite 700  
Minneapolis, MN 55402  
(612) 337-9300

**EXHIBIT A TO  
TEMPORARY CONSTRUCTION EASEMENT**

Legal Description of the Property

Tract A, Registered Land Survey No. 543, County of Ramsey, State of Minnesota.

Subject to easement for roads and highways.

Property ID No.: 30-30-23-14-0089

Torrens Certificate No. 385993

Property Address: 1800 5th Street NW  
New Brighton, MN 55112

**EXHIBIT B TO  
TEMPORARY CONSTRUCTION EASEMENT**

**Legal Description of the Easement Area**

A 15 foot wide temporary easement over, under, and across Tract A, REGISTERED LAND SURVEY NO. 543, Ramsey County, Minnesota. The centerline of said easement is described as follows:

Commencing at the northeast corner of said Tract A; thence South 88 degrees 37 minutes 30 seconds West, on an assumed bearing, along the north line said Tract A, a distance of 246.39 feet to the point of beginning of the centerline to be described; thence South 00 degrees 47 minutes 40 seconds West, a distance of 36.41 feet; thence on a tangential curve concave to the northeast a distance of 22.94 feet, said curve having a radius of 34.05 feet and a central angle of 38 degrees 35 minutes 46 seconds; thence South 37 degrees 48 minutes 06 seconds East, tangent to the previously described curve, a distance of 3.00 feet; thence on a tangential curve concave to the southwest a distance of 13.72 feet, said curve having a radius of 33.03 feet and a central angle of 23 degrees 47 minutes 54 seconds; thence South 14 degrees 00 minutes 12 seconds East, tangent to the previously described curve, a distance of 10.72 and said centerline there terminating.

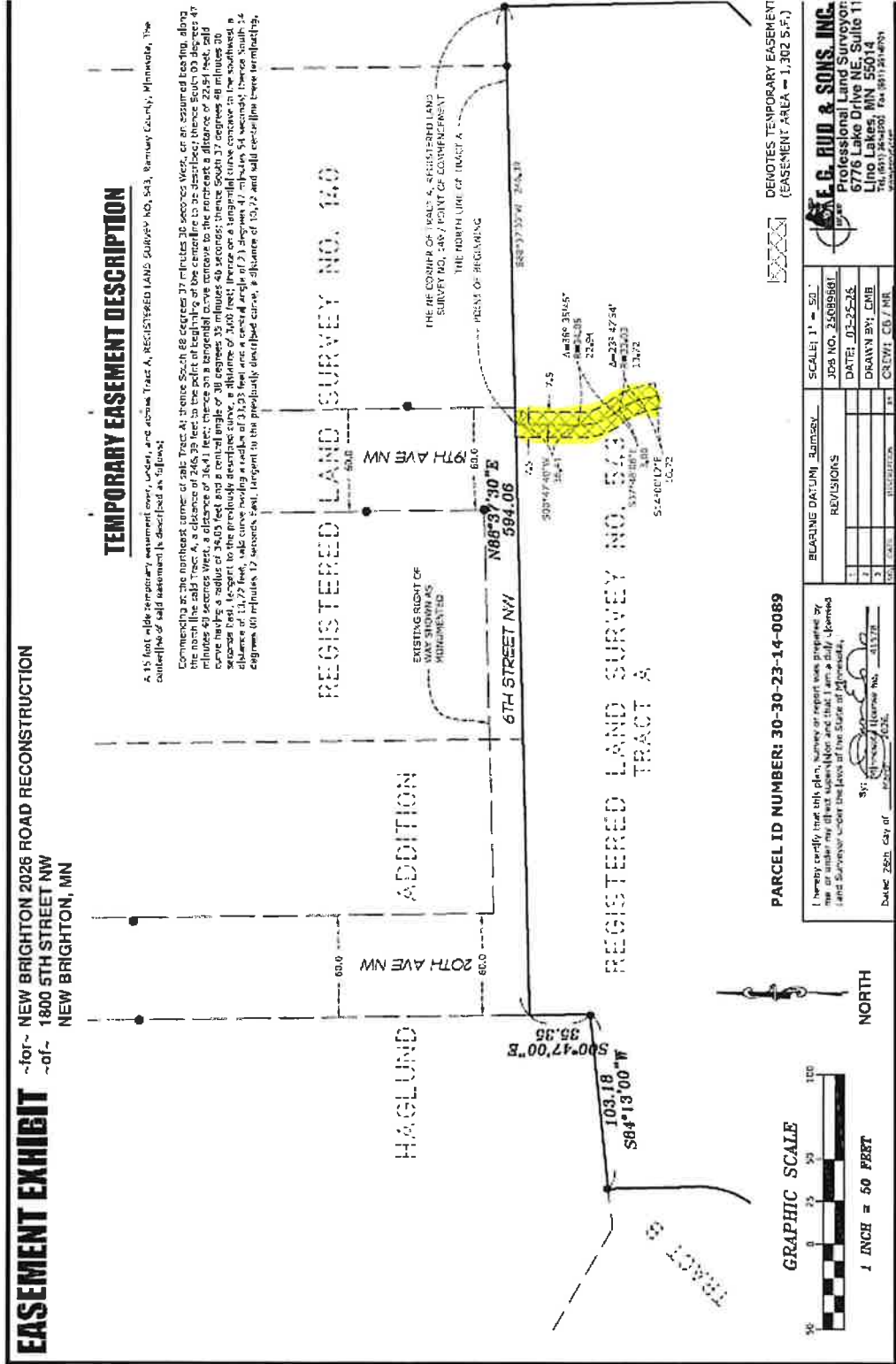
# EASEMENT EXHIBIT

for ~  
NEW BRIGHTON 2026 ROAD RECONSTRUCTION  
~of~  
1800 5TH STREET NW  
NEW BRIGHTON, MN

## TEMPORARY EASEMENT DESCRIPTION

A 15-foot wide temporary easement over, under, and across Tract A, Registered Land Survey No. 543, Ramsey County, Minnesota, the outline of said easement is described as follows:

Commencing at the northeast corner of said Tract A; thence South 88 degrees 37 minutes 36 seconds West, on an assumed bearing, along the centerline of said easement, a distance of 364.1 feet; thence on a tangential curve, increase to the northeast a distance of 22.51 feet; said curve having a radius of 34.03 feet and a central angle of 38 degrees 49 minutes 49 seconds; thence South 37 degrees 48 minutes 20 seconds East, to point to the previously described curve, a distance of 300 feet; thence on a tangential curve, increase to the southwest a distance of 13.75 feet, said curve having a radius of 33.25 feet and a central angle of 73 degrees 47 minutes 54 seconds; thence South 34 degrees 40 minutes 12 seconds East, tangent to the previously described curve, a distance of 13.75 feet and said easement line here terminating.



DEMOTES TEMPORARY EASEMENT  
(EASEMENT AREA = 1,302 S.F.)

PARCEL ID NUMBER: 30-30-23-14-0089

BEARING DATUM: RAMSEY		SCALE: 1" = 50'
REVISIONS		JOB NO. 23080801
1		DATE: 01-25-24
2		DRAWN BY: CMB
3		CHECKED: C.B. FINE
4		

I hereby certify that this plan, survey or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.  
 S: [Signature] License No. 43378  
 Date: 28th day of [Month] 2024.

**E. G. RUD & SONS, INC.**  
 Professional Land Surveyors  
 6776 Lake Drive NE, Suite 11  
 Lino Lakes, MN 55014  
 Tel: (612) 241-1001 Fax: (612) 241-0701

## TEMPORARY CONSTRUCTION EASEMENT

THIS INSTRUMENT is made by Nicholas Alan Anderson and Eliesa Rose Johnson, spouses married to each other, collectively, the Grantors, in favor of the City of New Brighton, Minnesota, a municipal corporation under the laws of the State of Minnesota, Grantee (the "City").

### Recitals

- A. Grantors are the fee owners of the property located in Ramsey County, Minnesota (the "Property") and legally described on Exhibit A attached hereto.
- B. Grantors desire to grant to the City a temporary construction easement (the "Easement") according to the terms and conditions contained herein.

### Terms of Temporary Construction Easement

1. Grant of Temporary Construction Easement. For good and valuable consideration, receipt of which is acknowledged by Grantors, Grantors grant and convey to the City the following Easement which is legally described on Exhibit B (the "Easement Area") and depicted on Exhibit C attached hereto.
2. Scope of Easement. The above-described Easement includes the rights of the City, its contractors, agents, and employees to enter the Easement Area at all reasonable times for the purposes of constructing roadway, grading, and drainage and utility improvements for the City's street reconstruction project.

The temporary easement granted herein also includes the right to cut, trim, or remove any landscaping, trees, shrubs, improvements, or vegetation within the Easement Area that in the City's judgment unreasonably interferes with the storage of materials and equipment. The City will restore the Property affected by the work to the general condition that it was prior to the work being performed. Restoration will be completed no later than the expiration date of this Easement.

Grantors will not erect, construct, or create any building, improvement, obstruction, or structure of any kind within the Easement Area during the term of this Easement, either above or below the surface or change the grade thereof without the express written permission of the City.

3. Warranty of Title. Grantors warrant that they are the owners of the Property and have the right, title, and capacity to convey to the City the easement herein.

4. Environmental Matters. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the easement area or Property prior to the date of this instrument.

5. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on Grantors, their heirs, successors and assigns.


6. Term. The easement granted herein shall expire on October 1, 2026.

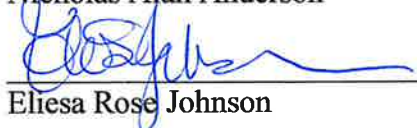
STATE DEED TAX DUE HEREON: NONE

*[The remainder of this page left intentionally blank; signatures follow on next page]*

Dated this 20<sup>th</sup> day of MAY, 2026.

**GRANTORS:**

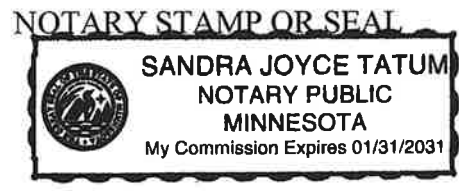
By:   
Nicholas Alan Anderson

By:   
Eliesa Rose Johnson

STATE OF MINNESOTA            )  
  ) ss.  
COUNTY OF Ramsey            )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of May, 2026, by Nicholas Alan Anderson and Eliesa Rose Johnson, spouses married to each other, Grantors.

  
Notary Public



THIS INSTRUMENT DRAFTED BY:  
  
Kennedy & Graven, Chartered (SJS)  
150 South 5<sup>th</sup> Street, Suite 700  
Minneapolis, MN 55402  
(612) 337-9300

**EXHIBIT A TO  
TEMPORARY CONSTRUCTION EASEMENT**

Legal Description of the Property

The South 143 feet front and rear of Tract D, Registered Land Survey No. 149, Ramsey County, Minnesota.

Property ID No.: 30-30-23-12-0036

Torrens Certificate No. 623292

Property Address: 2210 7<sup>th</sup> Street NW

New Brighton, MN 55112

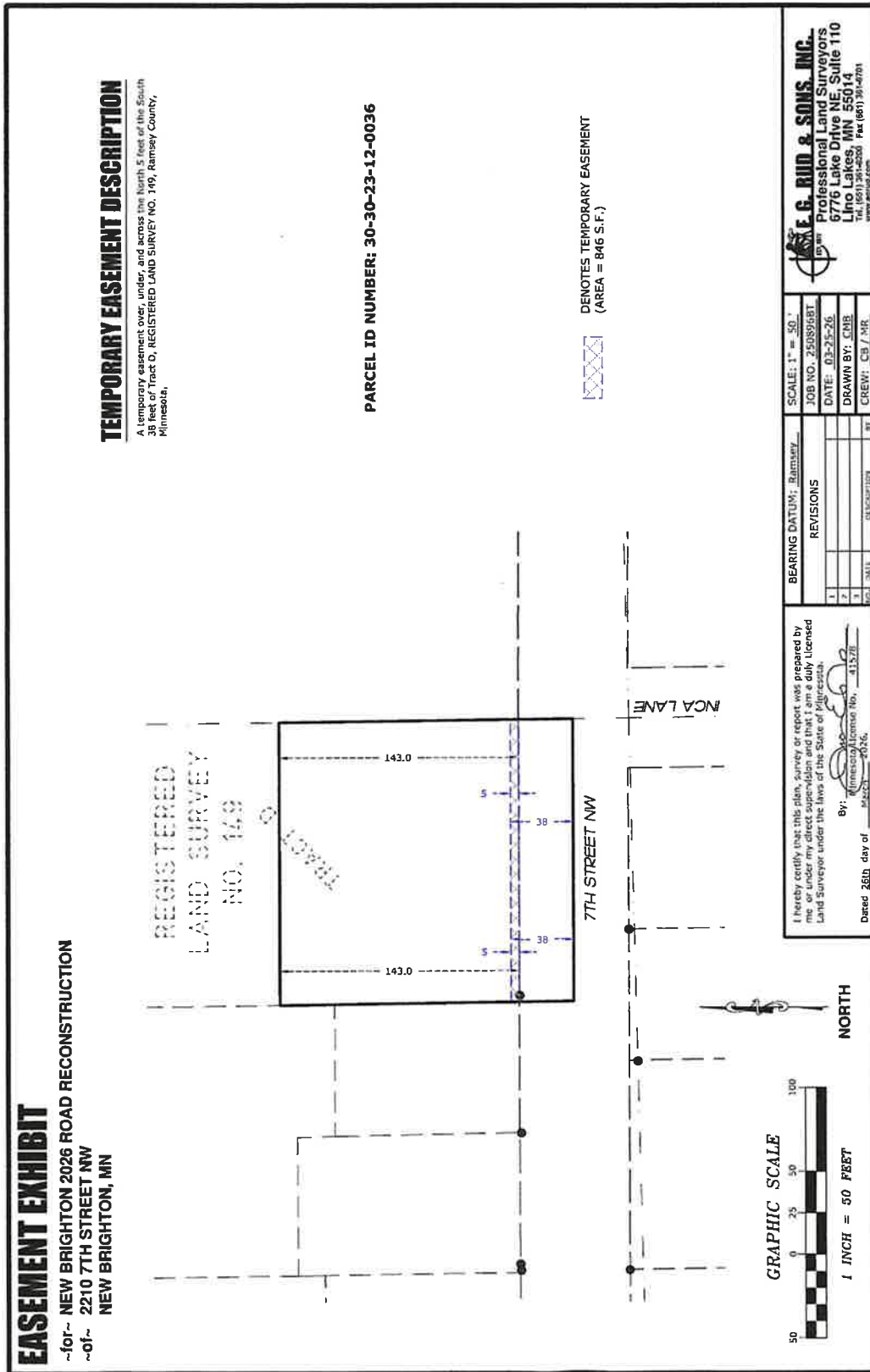
**EXHIBIT B TO  
TEMPORARY CONSTRUCTION EASEMENT**

**Legal Description of the Easement Area**

A temporary easement over, under, and across the North 5 feet of the South 38 feet of Tract D,  
REGISTERED LAND SURVEY NO. 149, Ramsey County, Minnesota.

# EXHIBIT C TO TEMPORARY CONSTRUCTION EASEMENT

## Depiction of the Easement Area



## TEMPORARY CONSTRUCTION EASEMENT

THIS INSTRUMENT is made by Rachel Marie Sprenger, a single individual, the Grantor, in favor of the City of New Brighton, Minnesota, a municipal corporation under the laws of the State of Minnesota, Grantee (the "City").

### Recitals

- A. Grantor is the fee owner of the property located in Ramsey County, Minnesota (the "Property") and legally described on Exhibit A attached hereto.
- B. Grantor desires to grant to the City a temporary construction easement (the "Easement") according to the terms and conditions contained herein.

### Terms of Temporary Construction Easement

1. Grant of Temporary Construction Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the City the following Easement which is legally described on Exhibit B (the "Easement Area") and depicted on Exhibit C attached hereto.
2. Scope of Easement. The above-described Easement includes the rights of the City, its contractors, agents, and employees to enter the Easement Area at all reasonable times for the purposes of constructing roadway, grading, and drainage and utility improvements for the City's street reconstruction project.

The temporary easement granted herein also includes the right to cut, trim, or remove any landscaping, trees, shrubs, improvements, or vegetation within the Easement Area that in the City's judgment unreasonably interferes with the storage of materials and equipment. The City will restore the Property affected by the work to the general condition that it was prior to the work being performed. Restoration will be completed no later than the expiration date of this Easement.

Grantor will not erect, construct, or create any building, improvement, obstruction, or structure of any kind within the Easement Area during the term of this Easement, either above or below the surface or change the grade thereof without the express written permission of the City.

3. Warranty of Title. Grantor warrants that she is the owner of the Property and has the right, title, and capacity to convey to the City the easement herein.

4. Environmental Matters. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the easement area or Property prior to the date of this instrument.

5. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on Grantor, her heirs, successors and assigns.

6. Term. The easement granted herein shall expire on 10-31-27.

STATE DEED TAX DUE HEREON: NONE

*[The remainder of this page left intentionally blank; signatures follow on next page]*

Dated this 26 day of April, 2026.

**GRANTOR:**

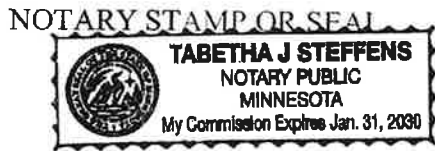
By:

  
\_\_\_\_\_  
Rachel Marie Sprenger  
  
Jamie Spronger

STATE OF MINNESOTA            )  
  ) ss.  
COUNTY OF Hennepin            )

The foregoing instrument was acknowledged before me this 26 day of April, 2026, by Rachel Marie Sprenger, a single individual, Grantor.

  
\_\_\_\_\_  
Notary Public



**THIS INSTRUMENT DRAFTED BY:**

Kennedy & Graven, Chartered (SJS)  
150 South 5<sup>th</sup> Street, Suite 700  
Minneapolis, MN 55402  
(612) 337-9300

**EXHIBIT A TO  
TEMPORARY CONSTRUCTION EASEMENT**

Legal Description of the Property

Tract B, Registered Land Survey No. 5, except the North 464 feet thereof, Ramsey County, Minnesota.

Property ID No.: 30-30-23-12-0032

Torrens Certificate No. 633130

Property Address: 2260 7<sup>th</sup> Street NW

New Brighton, MN 55112

**EXHIBIT B TO  
TEMPORARY CONSTRUCTION EASEMENT**

**Legal Description of the Easement Area**

A temporary easement over, under, and across the North 10 feet of the South 43 feet of Tract B,  
REGISTERED LAND SURVEY NO. 5, Ramsey County, Minnesota.

## DRAINAGE AND UTILITY EASEMENT

**THIS DRAINAGE AND UTILITY EASEMENT** is made by Independent School District No. 621, a Minnesota body corporate and politic (the “**Grantor**”), in favor of the City of New Brighton, Minnesota, a municipal corporation under the laws of the State of Minnesota, Grantee (the “**City**”).

### Recitals

A. The Grantor is the fee owner of that certain real property located at 2300 7<sup>th</sup> Street NW in Ramsey County, Minnesota (PID No. 30-30-23-12-0054), legally described on the attached **Exhibit A** the “**Property**”); and

B. The Grantor desires to grant to the City a certain non-exclusive permanent drainage and utility easement as hereinafter described in, over, across, beneath, and above a portion of the Property, which is legally described on the attached **Exhibit B**, and further depicted on the attached **Exhibit C** (the “**Easement Area**”), according to the terms and conditions contained herein (the “**Easement**”).

### Terms of Easement

1. Recitals. The above recitals are hereby incorporated into this Easement.
2. Grant of Easement. For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by the Grantor, the Grantor grants and conveys to the City a permanent, non-exclusive easement for public drainage and utility purposes in, over, across, beneath, and above the Easement Area.
3. Scope of Easement. The Easement granted herein includes the right of the City, its contractors, agents, employees, and assigns to enter the Easement Area at all reasonable times for the purpose of locating, constructing, reconstructing, installing, removing, operating, maintaining, inspecting, altering, improving, and repairing drainage, sanitary sewer, storm sewer, watermain, and other public utilities, facilities or improvements of any type that are not inconsistent with public drainage and utility use including but not limited to, the right itself, or to

allow public or private utility companies, to place, maintain, improve, repair, replace, and remove utilities and related facilities within the Easement Area, including overhead facilities. The Easement granted herein also includes the rights to cut, trim, or remove trees, shrubs, or other vegetation existing within the Easement Area, and to prohibit obstructions and grading alterations now or in the future as in City's judgment unreasonably interfere with the use or maintenance of the Easement Area.

4. Warranty of Title. The Grantor warrants that the Grantor is the fee owner of the Property and has the right, title, and capacity to convey to the City the Easement herein.

5. Environmental Matters. Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement Area or Property prior to the date of this Easement.

6. Binding Effect. The terms and conditions of this Easement shall run with the land and be binding on Grantor for the benefit of Grantee and its respective successors and assigns.

STATE DEED TAX DUE HEREON: NONE

*{Remainder of Page Intentionally Left Blank; Signature Page to Follow}*



**EXHIBIT A**  
Legal Description of the Property

Lots 1, 2, 3, 8, 9 and 10, Block 1, Cross Addition; Lots 4 and 7, Block 1, Cross Addition except the Westerly 20 feet thereof, Ramsey County, Minnesota.

Property ID No.: 30-30-23-12-0054  
Torrens Certificate No. 216735  
Property Address: 2300 7th Street NW  
New Brighton, MN 55112

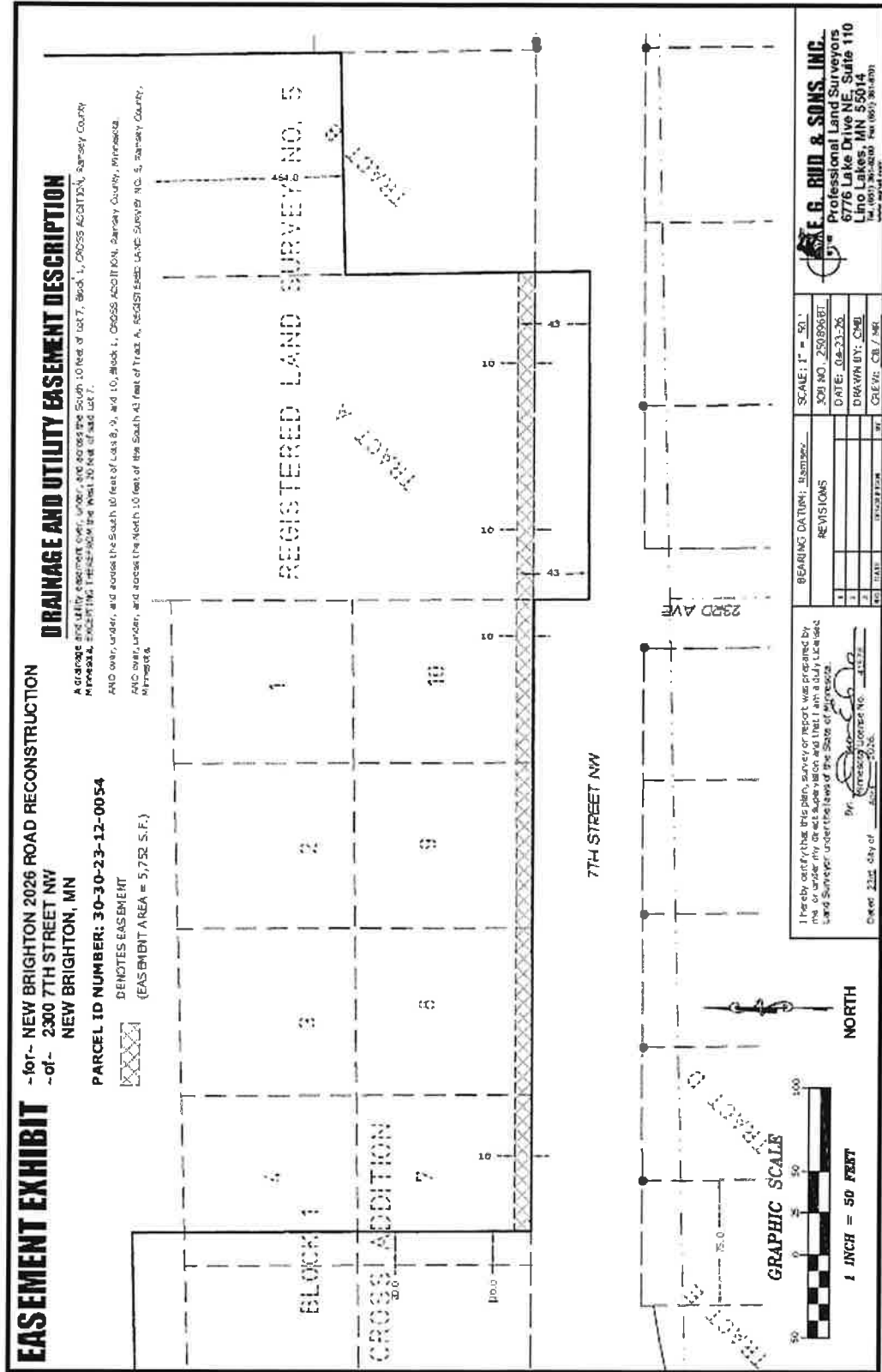
**EXHIBIT B**  
Legal Description of the Easement Area

A drainage and utility easement in, over, across, beneath, and above the South 10 feet of Lot 7, Block 1, CROSS ADDITION, Ramsey County Minnesota, EXCEPTING THEREFROM the West 20 feet of said Lot 7.

AND over, across, beneath, and above the South 10 feet of Lots 8, 9, and 10, Block 1, CROSS ADDITION, Ramsey County, Minnesota.

AND over, across, beneath, and above the North 10 feet of the South 43 feet of Tract A, REGISTERED LAND SURVEY NO. 5, Ramsey County, Minnesota.

**EXHIBIT C**  
Depiction of the Easement Area



## TEMPORARY CONSTRUCTION EASEMENT

THIS INSTRUMENT is made by Independent School District No. 621, a Minnesota body corporate and politic, Grantor, in favor of the City of New Brighton, Minnesota, a municipal corporation under the laws of the State of Minnesota, Grantee (the "City").

### Recitals

- A. Grantor is the fee owner of the property located in Ramsey County, Minnesota (the "Property") and legally described on Exhibit A attached hereto.
- B. Grantor desires to grant to the City a temporary construction easement (the "Easement") according to the terms and conditions contained herein.

### Terms of Temporary Construction Easement

1. Grant of Temporary Construction Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the City the following Easement which is legally described on Exhibit B (the "Easement Area") and depicted on Exhibit C attached hereto.
2. Scope of Easement. The above-described Easement includes the rights of the City, its contractors, agents, and employees to enter the Easement Area at all reasonable times for the purposes of constructing roadway, grading, and drainage and utility improvements for the City's street reconstruction project.

The temporary easement granted herein also includes the right to cut, trim, or remove any landscaping, trees, shrubs, improvements, or vegetation within the Easement Area that in the City's judgment unreasonably interferes with the storage of materials and equipment. The City will restore the Property affected by the work to the general condition that it was prior to the work being performed. Restoration will be completed no later than the expiration date of this

Easement.

Grantor will not erect, construct, or create any building, improvement, obstruction, or structure of any kind within the Easement Area during the term of this Easement, either above or below the surface or change the grade thereof without the express written permission of the City.

3. Warranty of Title. Grantor warrants that it is the owner of the Property and has the right, title, and capacity to convey to the City the easement herein.

4. Environmental Matters. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the easement area or Property prior to the date of this instrument.

5. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on Grantor, its successors and assigns.

6. Term. The easement granted herein shall expire on 10-31-27.

STATE DEED TAX DUE HEREON: NONE

*[The remainder of this page left intentionally blank; signatures follow on next page]*

Dated this 21<sup>st</sup> day of April, 2026.

**GRANTOR:**

**INDEPENDENT SCHOOL DISTRICT NO. 621**

By: Heidi Danilson

Its: Board Chair

By: Alissa Daine Nelson

Its: Board Clerk

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF Ramsey )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of April, 2026 by Heidi Danilson and Alissa Daine Nelson, the Board Chair and the Board Clerk, respectively, of Independent School District No. 621, a Minnesota body corporate and politic, Grantor.

Sara Orourke  
Notary Public

NOTARY STAMP OR SEAL



THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered (SJS)  
150 South 5<sup>th</sup> Street, Suite 700  
Minneapolis, MN 55402  
(612) 337-9300

**EXHIBIT A TO  
TEMPORARY CONSTRUCTION EASEMENT**

Legal Description of the Property

Lots 1, 2, 3, 8, 9 and 10, Block 1, Cross Addition; Lots 4 and 7, Block 1, Cross Addition except the Westerly 20 feet thereof, Ramsey County, Minnesota.

Property ID No.: 30-30-23-12-0054

Torrens Certificate No. 216735

Property Address: 2300 7th Street NW

New Brighton, MN 55112

**EXHIBIT B TO  
TEMPORARY CONSTRUCTION EASEMENT**

**Legal Description of the Easement Area**

A temporary easement over, under, and across the South 10 feet of the East 65 feet of the West 85 feet of Lot 7, Block 1, CROSS ADDITION, Ramsey County Minnesota.

AND over, under, and across that part of the South 5 feet of said Lot 7 lying easterly of the West 85 feet thereof.

AND over, under, and across the South 5 feet of the West 53 feet of Lot 8, Block 1, CROSS ADDITION, Ramsey County, Minnesota.

AND over, under, and across the South 15 feet of the East 41 feet of Lot 9, Block 1, CROSS ADDITION, Ramsey County, Minnesota.

AND over, under, and across the South 15 feet of the West 39 feet of Lot 10, Block 1, CROSS ADDITION, Ramsey County, Minnesota.

AND over, under, and that part of the South 10 feet of said Lot 10 lying easterly of the West 39 feet thereof.

AND over, under, and across the North 10 feet of the South 43 feet of Tract A, REGISTERED LAND SURVEY NO. 5, Ramsey County, Minnesota.

# EASEMENT EXHIBIT

-for- NEW BRIGHTON 2026 ROAD RECONSTRUCTION  
-of- 2300 7TH STREET NW  
NEW BRIGHTON, MN

PARCEL ID NUMBER: 30-30-23-12-0054

DENOTES TEMPORARY EASEMENT  
(EASEMENT AREA = 4,752 S.F.)

## TEMPORARY EASEMENT DESCRIPTION

A temporary easement, 60' wide, and across the South 10 feet of the East 43 feet of the West 85 feet of Lot 7, Block 1, CROSS ADDITION, Ramsey County, Minnesota.

AND over, under, and across that part of the South 5 feet of 445 Lot 7 lying easterly of the West 85 feet thereof.

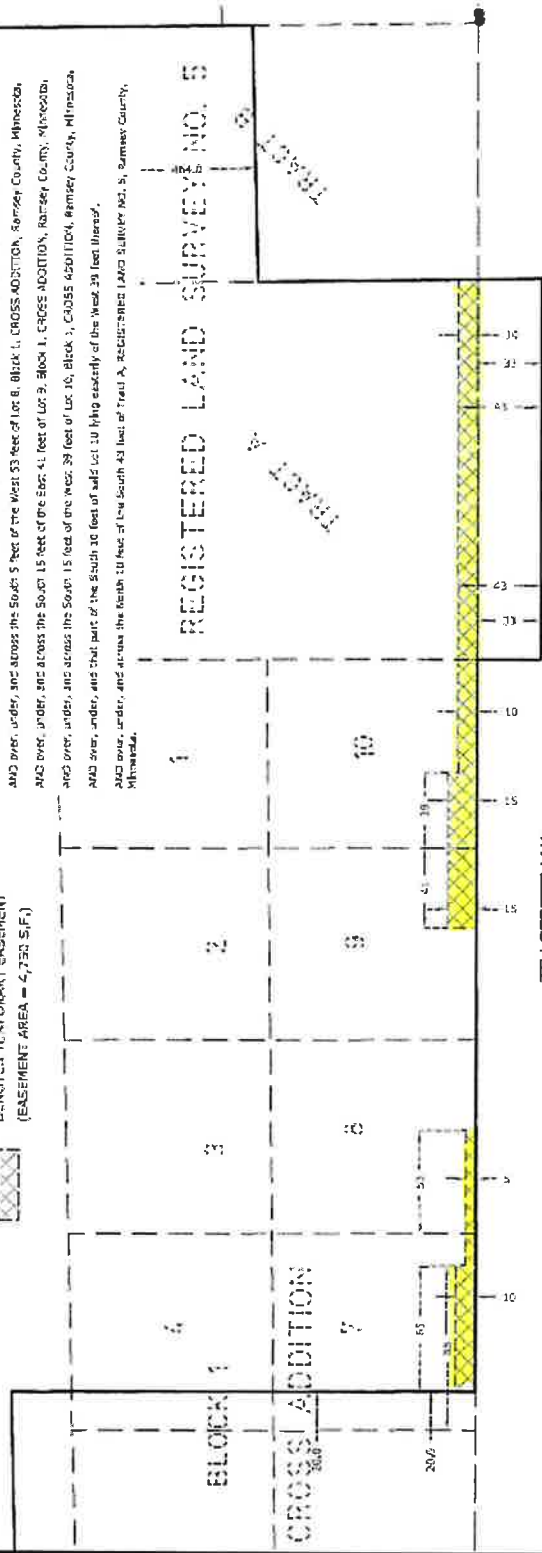
AND over, under, and across the South 5 feet of the West 53 feet of Lot 8, Block 1, CROSS ADDITION, Ramsey County, Minnesota.

AND over, under, and across the South 15 feet of the East 41 feet of Lot 9, Block 1, CROSS ADDITION, Ramsey County, Minnesota.

AND over, under, and across the South 15 feet of the West 39 feet of Lot 10, Block 1, CROSS ADDITION, Ramsey County, Minnesota.

AND over, under, and that part of the South 30 feet of said Lot 10 lying easterly of the West 39 feet thereof.

AND over, under, and across the North 10 feet of the South 43 feet of Tract A, as described in A-203 Sutter No. 5, Ramsey County, Minnesota.



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

By: *[Signature]*  
 Bruce E. Rud, Surveyor No. 41523  
 State of Minnesota, City of  
 Date: 05/20/2024

REVISIONS	
1	
2	
3	
4	

SCALE: 1" = 50'
JOB NO. 2508881
DATE: 03/25/24
DRAWN BY: CMG
CHECKED BY: JMR

BEARING DATUM: NAD83

PROJ: NAD83

UNITS: FEET

**BRUCE E. RUD & SONS, INC.**  
 Professional Land Surveyors  
 6775 Lake Drive NE, Suite 11  
 Lino Lakes, MN 55014  
 Tel: (763) 222-2222 Fax: (763) 222-2222

## TEMPORARY CONSTRUCTION EASEMENT

THIS INSTRUMENT is made by Jason R. Moore, a single individual, Grantor, in favor of the City of New Brighton, Minnesota, a municipal corporation under the laws of the State of Minnesota, Grantee (the "City").

### Recitals

- A. Grantor is the fee owner of the property located in Ramsey County, Minnesota (the "Property") and legally described on Exhibit A attached hereto.
- B. Grantor desires to grant to the City a temporary construction easement (the "Easement") according to the terms and conditions contained herein.

### Terms of Temporary Construction Easement

1. Grant of Temporary Construction Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the City the following Easement which is legally described on Exhibit B (the "Easement Area") and depicted on Exhibit C attached hereto.
2. Scope of Easement. The above-described Easement includes the rights of the City, its contractors, agents, and employees to enter the Easement Area at all reasonable times for the purposes of constructing roadway, grading, and drainage and utility improvements for the City's street reconstruction project.

The temporary easement granted herein also includes the right to cut, trim, or remove any landscaping, trees, shrubs, improvements, or vegetation within the Easement Area that in the City's judgment unreasonably interferes with the storage of materials and equipment. The City will restore the Property affected by the work to the general condition that it was prior to the work being performed. Restoration will be completed no later than the expiration date of this Easement.

Grantor will not erect, construct, or create any building, improvement, obstruction, or structure of any kind within the Easement Area during the term of this Easement, either above or below the surface or change the grade thereof without the express written permission of the City.

3. Warranty of Title. Grantor warrants that he is the owner of the Property and has the right, title, and capacity to convey to the City the easement herein.

4. Environmental Matters. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the easement area or Property prior to the date of this instrument.

5. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on Grantor, his heirs, successors and assigns.

6. Term. The easement granted herein shall expire on 12/31/20.

STATE DEED TAX DUE HEREON: NONE

*[The remainder of this page left intentionally blank; signatures follow on next page]*

Dated this 8 day of May, 2026.

**GRANTOR:**

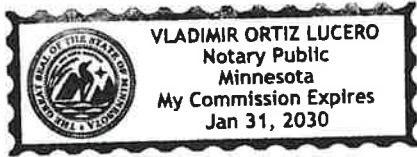
By: Jason Moore  
Jason R. Moore

STATE OF MINNESOTA                    )  
  ) ss.  
COUNTY OF Ramsey                    )

The foregoing instrument was acknowledged before me this 8 day of May, 2026 by Jason R. Moore, a single individual, Grantor.

Vladimir Ortiz Lucero  
Notary Public

**NOTARY STAMP OR SEAL**



**THIS INSTRUMENT DRAFTED BY:**

Kennedy & Graven, Chartered (SJS)  
150 South 5<sup>th</sup> Street, Suite 700  
Minneapolis, MN 55402  
(612) 337-9300

Dated this 8 day of May, 2026.

**GRANTOR:**

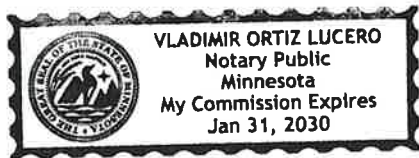
By:   
Jason R. Moore

STATE OF MINNESOTA            )  
  ) ss.  
COUNTY OF Ramsey            )

The foregoing instrument was acknowledged before me this 8 day of May, 2026 by Jason R. Moore, a single individual, Grantor.

  
Notary Public

NOTARY STAMP OR SEAL



THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered (SJS)  
150 South 5<sup>th</sup> Street, Suite 700  
Minneapolis, MN 55402  
(612) 337-9300

## TEMPORARY CONSTRUCTION EASEMENT

THIS INSTRUMENT is made by Duc and Trang Nguyen, spouses married to each other, collectively, the Grantors, in favor of the City of New Brighton, Minnesota, a municipal corporation under the laws of the State of Minnesota, Grantee (the "City").

### Recitals

- A. Grantors are the fee owners of the property located in Ramsey County, Minnesota (the "Property") and legally described on Exhibit A attached hereto.
- B. Grantors desire to grant to the City a temporary construction easement (the "Easement") according to the terms and conditions contained herein.

### Terms of Temporary Construction Easement

1. Grant of Temporary Construction Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the City the following Easement which is legally described on Exhibit B (the "Easement Area") and depicted on Exhibit C attached hereto.
2. Scope of Easement. The above-described Easement includes the rights of the City, its contractors, agents, and employees to enter the Easement Area at all reasonable times for the purposes of constructing roadway, grading, and drainage and utility improvements for the City's street reconstruction project.

The temporary easement granted herein also includes the right to cut, trim, or remove any landscaping, trees, shrubs, improvements, or vegetation within the Easement Area that in the City's judgment unreasonably interferes with the storage of materials and equipment. The City will restore the Property affected by the work to the general condition that it was prior to the work being performed. Restoration will be completed no later than the expiration date of this Easement.

Grantor will not erect, construct, or create any building, improvement, obstruction, or structure of any kind within the Easement Area during the term of this Easement, either above or

below the surface or change the grade thereof without the express written permission of the City.

3. Warranty of Title. Grantor warrants that it is the owner of the Property and has the right, title, and capacity to convey to the City the easement herein.

4. Environmental Matters. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the easement area or Property prior to the date of this instrument.

5. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on Grantor, its successors and assigns.

6. Term. The easement granted herein shall expire on October 31, 2026.

STATE DEED TAX DUE HEREON: NONE

*[The remainder of this page left intentionally blank; signatures follow on next page]*

Dated this 20<sup>th</sup> day of MAY, 2026.

**GRANTORS:**

By: [Signature]  
Duc Nguyen

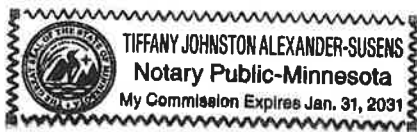
By: [Signature]  
Trang Nguyen **DUONG**

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of MAY, 2026, by Duc and Trang ~~Nguyen~~, spouses married to each other, Grantors.  
                    Nguyen                      Duong

[Signature]  
Notary Public

NOTARY STAMP OR SEAL



THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered (SJS)  
150 South 5<sup>th</sup> Street, Suite 700  
Minneapolis, MN 55402  
(612) 337-9300

**EXHIBIT A TO  
TEMPORARY CONSTRUCTION EASEMENT**

Legal Description of the Property

The East 75 feet of Tract E, Registered Land Survey No. 74, Ramsey County, Minnesota.

Property ID No.: 30-30-23-13-0018

Torrens Certificate No. 661292

Property Address: 2391 7<sup>th</sup> Street NW

New Brighton, MN 55112

**EXHIBIT B TO  
TEMPORARY CONSTRUCTION EASEMENT**

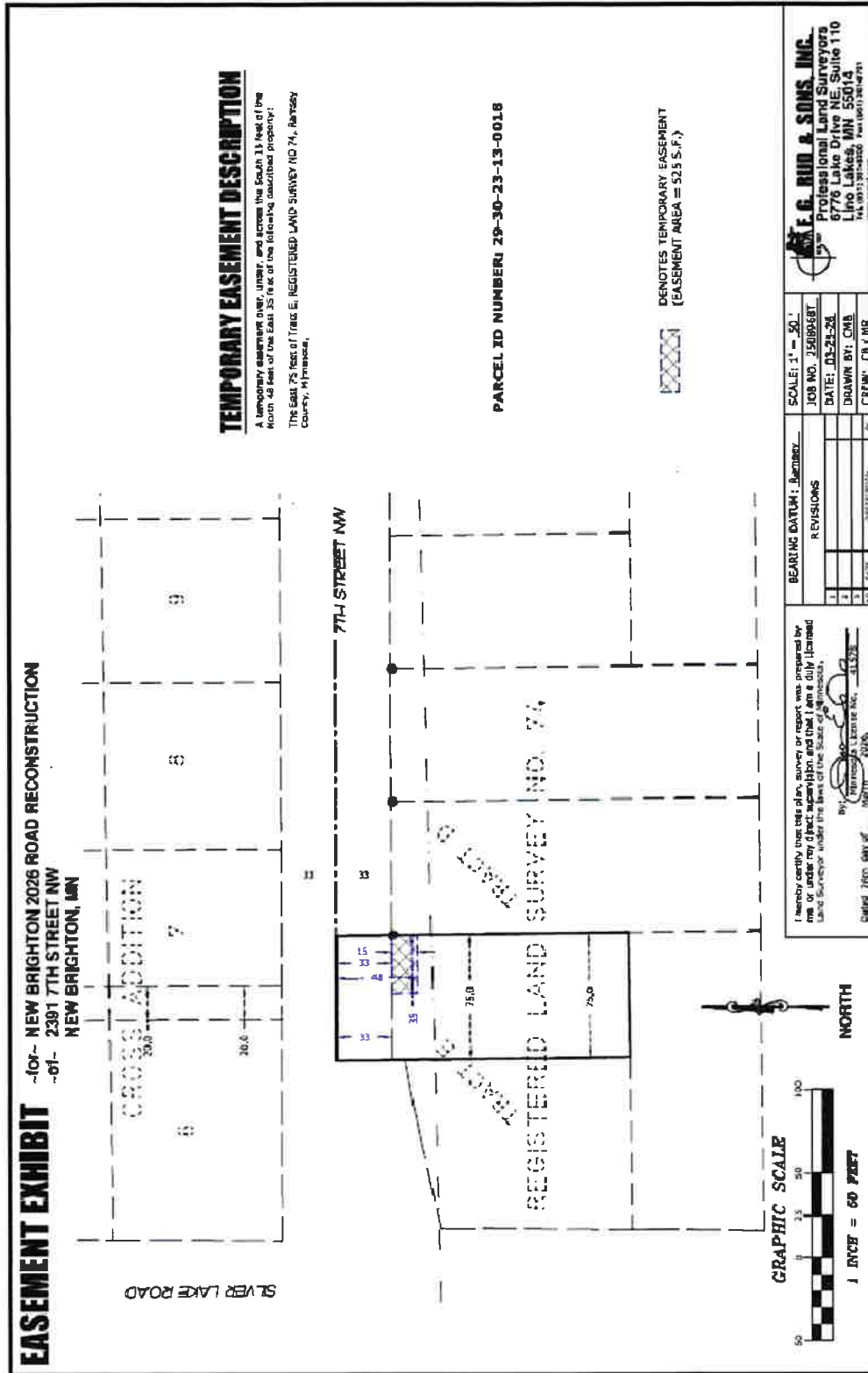
**Legal Description of the Easement Area**

A temporary easement over, under, and across the South 15 feet of the North 48 feet of the East 35 feet of the following described property:

The East 75 feet of Tract E, REGISTERED LAND SURVEY NO 74, Ramsey County, Minnesota.

# EXHIBIT C TO TEMPORARY CONSTRUCTION EASEMENT

## Depiction of the Easement Area



## ROADWAY AND UTILITY EASEMENT

THIS INSTRUMENT is made by Independent School District No. 621, a Minnesota body corporate and politic, Grantor, in favor of the City of New Brighton, Minnesota, a municipal corporation under the laws of the State of Minnesota, Grantee (the "City").

### Recitals

- A. Grantor is the fee owner of property in Ramsey County, Minnesota, legally described on the attached Exhibit A (the "Property").
- B. Grantor desires to grant to the City a non-exclusive permanent roadway and utility easement, according to the terms and conditions contained herein.

### Terms of Easement

1. Grant of Easement. For good and valuable consideration, receipt of which is hereby acknowledged by Grantor, Grantor grants and conveys to the City a permanent, non-exclusive roadway and utility easement for public purposes over, under, across, and through that part of the Property legally described on Exhibit B and shown on the map attached as Exhibit C (the "Easement Area").
2. Scope of Easement. The above-described permanent roadway and utility easement includes the rights of the City, its contractors, agents, and employees to do whatever is necessary for enjoyment of the rights granted herein to use the Easement Area for a public road, drainage and utilities and related purposes including the right to enter the Easement Area for purposes of constructing, operating, maintaining, altering, grading, repairing, replacing, or removing a road, sanitary sewer, storm sewer, watermain or other public improvements, including but not limited to, the right itself, or to allow public or private utility companies, to place, maintain, improve, repair, replace, and remove utilities and related facilities within the Easement Area, and the rights to cut, trim, or remove trees, shrubs, or other vegetation existing within the Easement Area, and to prohibit obstructions and grading alterations now or in the future as in City's judgment unreasonably interfere with the use or maintenance of the Easement Area.

3. Warranty of Title. Grantor warrants that Grantor is the fee owner of the Property and has the right, title, and capacity to convey to the City the easement herein.

4. Environmental Matters. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement Area or the Property prior to the date of this instrument.

5. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on Grantor and Grantor's successors and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated this 21<sup>st</sup> day of April, 2026.

**GRANTOR:  
INDEPENDENT SCHOOL DISTRICT NO. 621**

By Heidi Danielson

Its: Board Chair

By: Alyssa Daine Nelson

Its: Board Clerk

STATE OF MINNESOTA }  
COUNTY OF RAMSEY } ss.

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of April, 2026, by Heidi Danielson and Alyssa Daine Nelson, the Board Chair and Board Clerk, respectively, of Independent School District No. 621, a Minnesota body corporate and politic, Grantor, on behalf of the District.

Sara Orourke  
Notary Public

NOTARY STAMP OR SEAL



THIS INSTRUMENT DRAFTED BY AND SHOULD BE RETURNED TO:  
Kennedy & Graven, Chartered (SJS)  
150 South 5<sup>th</sup> Street, Suite 700  
Minneapolis, MN 55402  
(612) 337-9300

**EXHIBIT A**

**Legal Description of the Property**

Tract A, Registered Land Survey No. 543, County of Ramsey, State of Minnesota.

Subject to easement for roads and highways.

Property ID No.: 30-30-23-14-0089

Torrens Certificate No. 385993

Property Address: 1800 5<sup>th</sup> Street NW

New Brighton, MN 55112

A-1

## **EXHIBIT B**

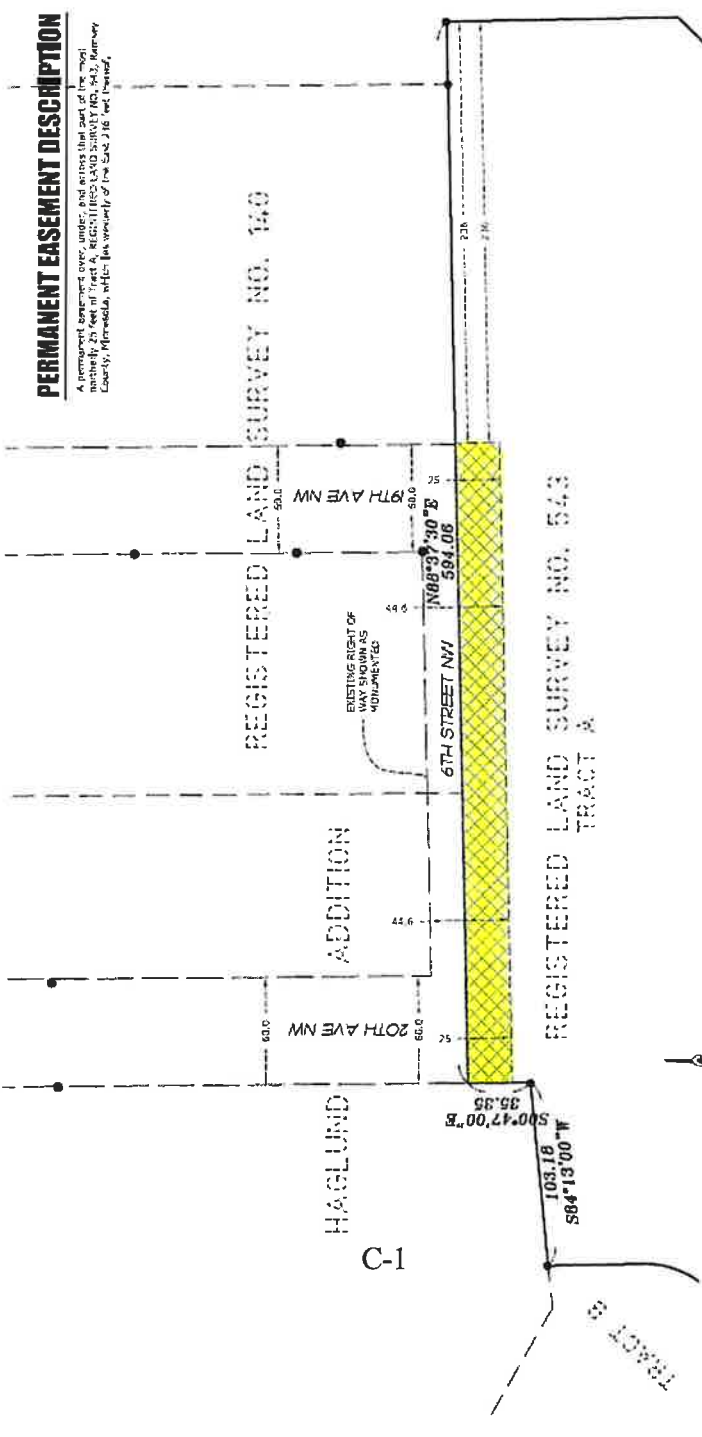
### **Legal Description of the Easement Area**

A permanent easement over, under, and across that part of the most northerly 25 feet of Tract A, REGISTERED LAND SURVEY NO. 543, Ramsey County, Minnesota, which lies westerly of the East 236 feet thereof.

B-1

**EASEMENT EXHIBIT**

for NEW BRIGHTON 2026 ROAD RECONSTRUCTION  
of 1800 5TH STREET NW  
NEW BRIGHTON, MN



**PERMANENT EASEMENT DESCRIPTION**

A permanent easement over, under, and across that part of the land, more particularly described as Tract A, Section 11, Township 26N, Range 10E, County, Minnesota, which is the entirety of the Sub. 216 road frontage.

PARCEL ID NUMBER 30-30-23-14-0089

DENOTES PERMANENT EASEMENT  
(EASEMENT AREA = 8,595 S.F.)

**F.C. RUD & SONS, INC.**  
 6775 STATE DRIVE, SUITE 110  
 LINO LAKES, MN 55014  
 TEL: (612) 244-1000 FAX: (612) 244-4271

SCALE: 1" = 50'	JOB NO. 35089581
DATE: 3-2-2023	DRAWN BY: CMH
CHECKED BY: [Signature]	CREW: CB / MR

I hereby certify that this plat, showing a permanent easement, was prepared by me or under my direct supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Minnesota.  
 By: [Signature]  
 Dated 2023, City of [Blank]

**GRAPHIC SCALE**  
 1 INCH = 50 FEET



<b>Agenda Section:</b>	<b>Consent Agenda</b>
<b>Meeting Date:</b>	<b>May 26, 2026</b>

**REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY**

**ITEM DESCRIPTION: Resolution Designating Chairs and Vice Chairs for City Advisory Commissions**

<b>Action Requested: <u>Motion</u></b>
<b>Form of Action: <u>Resolution</u></b>
<b>Votes Needed: <u>3 Votes</u></b>

<b>Summary Statement:</b>	<p>New Brighton City Code Section 2-124 requires the City Council to annually designate a Chairperson and Vice-Chairperson of each Advisory Commission. Those appointed will work with the staff liaison to provide leadership for the commission and will serve as the presiding officer at commission meetings. The Chair of each commission will also present an annual report to the City Council at a regular Council meeting in the first quarter of each year that includes a summary of activities and accomplishments of the commission during the previous year in addition to the commission's work plan for the current year.</p> <p>City Manager Massopust has reviewed and confirmed the qualifications and experience of each nominee pursuant to Section 2-124 subdivision (c) and consulted with staff liaisons prior to finalizing this recommendation.</p>
---------------------------	---

<b>Recommendations:</b>	Approve a Resolution Designating Chairs and Vice Chairs of Advisory Commissions
-------------------------	---

<b>Applicable</b>	None
-------------------	------

<b>Deadlines:</b>	
-------------------	--

<b>Community Impact:</b>	The annual designation of chairpersons and vice-chairpersons for advisory commissions is a routine procedural action required by city code. It ensures each commission has a qualified presiding officer to facilitate orderly and respectful meetings, enabling commissioners to carry out their advisory work on behalf of the community. This action has no direct or disproportionate impact on any particular community group.
--------------------------	---

<b>Legislative History:</b>	The City Council approves a resolution designating chairs and vice-chairs annually.
-----------------------------	---

<b>Strategic Priority:</b>	<b><u>Community Engagement &amp; Belonging</u></b>
----------------------------	--

<b>Fiscal Impact:</b>	<b>Financial Consideration?</b>	<u>No</u>
	Revenue/Expenditure Amount:	\$
	Financing Source:	<u>N/A</u>
	Notes:	

<b>Attachments:</b>	1. Resolution Designating Commission Chairs and Vice Chairs
---------------------	---

**RESOLUTION NO. \_\_\_\_\_**  
**STATE OF MINNESOTA**  
**COUNTY OF RAMSEY**  
**CITY OF NEW BRIGHTON**

**RESOLUTION DESIGNATING INDIVIDUALS TO MUNICIPAL ADVISORY COMMISSIONS**

**WHEREAS**, New Brighton City Code Section 2-124 (a) requires the City Council to annually designate individuals to serve as chair and vice-chair for each advisory commission; and

**WHEREAS**, City Manager Devin Massopust reviewed the experience and qualifications in accordance with City Code Section 2-124 (c) and consulted with each commission’s staff liaison; and

**WHEREAS**, each individual has expressed their willingness to serve in this capacity;

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of New Brighton that the following designations will be effective immediately:

Economic Development Commission  
Chair: Victoria Prasek  
Vice Chair: Bruce Howard

Equity Commission  
Chair: Kami Miller  
Vice Chair: Cathy Forbes

Parks, Recreation & Environmental Commission  
Chair: Julia O’Rourke  
Vice Chair: Abe McEathron

Planning Commission  
Chair: Tim McQuillan  
Vice Chair: Eric Nelson

Public Safety Commission  
Chair: Kevin Dostal Dauer  
Vice Chair: Adam Stout

**ADOPTED** this 26<sup>th</sup> 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



<b>Agenda Section:</b>	<b>Consent Agenda</b>
<b>Meeting Date:</b>	<b>May 26, 2026</b>

**REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY**

**ITEM DESCRIPTION:** Consider approval of agreement with the MN Department of Public Safety for the Pathways to Policing grant program.

<b>Action Requested:</b> <u>Motion</u>
<b>Form of Action:</b> <u>Resolution</u>
<b>Votes Needed:</b> <u>3 Votes</u>

<b>Summary Statement:</b>	<ul style="list-style-type: none"> <li>☐ The Pathways to Policing grant program is intended to address the critical shortage of peace officers in the state.</li> <li>☐ Pathways to Policing grant funds will be provided to law enforcement agencies with a developed plan to educate and train qualified two-and four-year college graduates to become license-eligible peace officers.</li> <li>☐ Pathways to Policing grant funds will cover the cost of education and associated books/materials, training, and wages for the candidate as they complete the required Professional Peace Officer Education (PPOE) objectives as required by the Minnesota Peace Officer Standards &amp; Training (POST) Board.</li> <li>☐ The successful candidate will complete schooling and training at Hennepin Technical College.</li> </ul>
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<b>Recommendations:</b>	Approval of agreement with the MN Department of Public Safety for Pathways to Policing grant
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<b>Applicable</b>	NA
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<b>Deadlines:</b>	
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<b>Community Impact:</b>	Pathways to Policing grant funding will assist the New Brighton Department of Public Safety in staffing its police division to provide law enforcement services for New Brighton residents.
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<b>Legislative History:</b>	Funds authorized by MN Laws, Chapter 95, 2017 Minnesota Session Laws
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<b>Strategic Priority:</b>	<u>N/A</u>
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<b>Fiscal Impact:</b>	<b>Financial Consideration?</b>	<u>Yes</u>
	Revenue/Expenditure Amount:	\$49,648.56
	Financing Source:	<u>Revenue</u>
	Notes:	

<b>Attachments:</b>	1.	Resolution - Pathways to Policing
	2.	Grant Contract Agreement - Pathways to Policing

**RESOLUTION No. \_\_\_\_\_**  
**STATE OF MINNESOTA**  
**COUNTY OF RAMSEY**  
**CITY OF NEW BRIGHTON**

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT – MINNESOTA DEPARTMENT OF PUBLIC SAFETY,**  
**Pathways to Policing**

**WHEREAS**, the New Brighton Department of Public Safety is responsible for providing an adequately staffed police division to provide 24-hour police services in the City of New Brighton;

**WHEREAS**, the Minnesota Department of Public Safety is funding the Pathways to Policing grant program to address the critical shortage of peace officers in the state to recruit, educate, and train qualified individuals to become license-eligible peace officers;

**Whereas**, the New Brighton Department of Public Safety applied for grant funding from the Minnesota Department of Public Safety for the 2026-27 Pathways to Policing grant program to aid in its recruitment efforts;

**Whereas**, the New Brighton Department of Public Safety grant application was approved;

**Whereas**, the New Brighton Department of Public Safety will receive \$49,648.56 (50/50 match) to fund two candidates;

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

1. The City of New Brighton enter into a grant agreement with the Minnesota Department of Public Safety, Office of Justice Programs for the project entitled 2026-27 Pathways to Policing grant during the period from June 1, 2026 through June 30, 2027;
2. Sergeant Matt Farmer is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the New Brighton Department of Public Safety and to be the fiscal agent and administer the grant
3. The position of Police Cadet will be created for the successful applicants

**ADOPTED** this 26th 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



<b>Minnesota Department of Public Safety ("State")</b> Minnesota Office of Justice Programs 445 Minnesota Street, Suite 2300 Saint Paul, Minnesota 55101	<b>Grant Program:</b> 2026 Pathways to Policing Grant  <b>Grant Contract Agreement No.:</b> A-PTP-2026-NEWBRICI-010
<b>Grantee:</b> New Brighton, City of 803 Old Highway 8 Nw Saint Paul, Minnesota 55112-2797	<b>Grant Contract Agreement Term:</b> <b>Effective Date:</b> 6/1/2026 <b>Expiration Date:</b> 6/30/2027
<b>Grantee's Authorized Representative:</b> New Brighton, City of <b>Attn:</b> Matt Farmer, Sergeant 785 Old Highway 8 Nw New Brighton, Minnesota 55112 <b>Phone:</b> (651) 755-0051 <b>Email:</b> matt.farmer@newbrightonmn.gov	<b>Grant Contract Agreement Amount:</b> Original Agreement Amount \$ 49,648.56  <b>Grant Matching Requirement:</b> Original Agreement Match Amount \$ 49,648.56
<b>State's Authorized Representative:</b> Minnesota Office of Justice Programs <b>Attn:</b> Kristin Lail, Grants Administrator 445 Minnesota Street, Suite 2300 Saint Paul, Minnesota 55101 <b>Phone:</b> (651) 230-3358 <b>Email:</b> kristin.lail@state.mn.us	<b>Federal Funding CFDA/ALN:</b> N/A  <b>FAIN:</b> N/A  <b>State Funding:</b> Minnesota Session Laws of 2025, Chapter 35, Article 2, Section 3, Subdivision 7  <b>Special Conditions:</b> Attached and incorporated into this grant contract agreement. See Exhibit B.

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

**Term:** Per Minn. Stat. §16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn. Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**The Grantee, who is not a state employee, will:** Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2026 Pathways to Policing Grant Application ("Application") which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, Saint Paul, Minnesota, 55101. The Grantee shall also comply with all requirements referenced in the 2026 Pathways to Policing Grant Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://mndps.intelligrants.com>), which are incorporated by reference into this grant contract agreement.

**Budget Revisions:** The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

**Matching Requirements:** (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.



**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.



**1. ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**3. STATE AGENCY**

Signed: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Grant Contract Agreement No./P.O. No.: A-PTP-2026-NEWBRICI-010 / 3-112161

NHTSA Project Number (indicate N/A if not applicable): N/A

**2. GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

Signed:                     Matt Farmer                    

Print Name:                     Matt Farmer                    

Title:                     Sergeant                    

Date:                     5/21/26                    

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Budget Summary**

**Budget Category: Salaries**

Line Item Description	State	Match
Cadet 1 Wages	\$11,625.00	\$11,625.00
Cadet 2 Wages	\$11,625.00	\$11,625.00
<b>Category Total</b>	<b>\$23,250.00</b>	<b>\$23,250.00</b>

**Budget Category: Travel and Training**

Line Item Description	State	Match
Training and Materials for Cadet 1	\$10,300.00	\$10,300.00
Training for Materials for Cadet 2	\$10,300.00	\$10,300.00
<b>Category Total</b>	<b>\$20,600.00</b>	<b>\$20,600.00</b>

**Budget Category: Fringe Benefits**

Line Item Description	State	Match
Payroll Tax and Fringe for Cadet 2	\$2,899.28	\$2,899.28
Payroll Taxes and fringe for Cadet 1	\$2,899.28	\$2,899.28
<b>Category Total</b>	<b>\$5,798.56</b>	<b>\$5,798.56</b>
<b>Budget Total</b>	<b>\$49,648.56</b>	<b>\$49,648.56</b>



Grant Contract Agreement

Exhibit B

**Special Conditions**

\$24,824.28 is available from June 1, 2026 through June 30, 2027.

\$24,824.28 is available from July 1, 2026 through June 30, 2027.



<b>Agenda Section:</b>	<b>Public Hearings</b>
<b>Meeting Date:</b>	<b>May 26, 2026</b>

**REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY**

**ITEM DESCRIPTION:** Consider a resolution approving a partial vacation of a pondage and flowage easement on the property at 3000 5th St NW.

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

<b>Summary Statement:</b>	<p>This public hearing and the first business item are related and are listed separately on the agenda only because the partial easement vacation requires a public hearing, while the conditional use permit amendment does not. To streamline the presentation, staff will address both items during the public hearing to provide full context for the requested vacation. For this portion of the discussion, the Planning Commission and staff are both recommending approval of a partial vacation of a pondage and flowage easement on the Global Academy property to make way for the proposed project which will result in <i>improved</i> stormwater storage and treatment on the property.</p> <p>Global Academy is proposing to construct a roughly 41’ x 20’ greenhouse (≈ 820’ sq ft) on the school campus to add to their educational offerings for students. The partial easement vacation is necessary to make room for this proposed greenhouse.</p>
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<b>Recommendations:</b>	The Planning Commission is unanimously recommending <b>APPROVAL</b> of the proposed vacation and the CUP amendment with conditions. Staff concurs with these recommendations.
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<b>Applicable Deadlines:</b>	Based on an application date of 4/8/26, the 60-day review period for this application expires on 6/7/26.
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<b>Community Impact:</b>	No impact. This change will actually result in better stormwater management on the Global Adademy property.
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<b>Legislative History:</b>	<p>2018: SUP approved to authorize Global Academy to take over the building/space previous occupied by the United Theological Seminary.</p> <p>2021: SUP Amendment approved to authorize the addition of a new gym to the school facility.</p> <p>2023: SUP Amendment approved to allow construction of a new storage garage on the northern edge of the property.</p> <p>2026: SUP Amendment proposed to add a new greenhouse feature to the school’s offerings.</p>
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<b>Strategic Priority:</b>	<b><u>Economic Development</u></b>
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<b>Fiscal Impact:</b>	<b>Financial Consideration?</b>	<b><u>No</u></b>
	Revenue/Expenditure Amount:	\$
	Financing Source:	<b><u>N/A</u></b>
	Notes:	

<b>Attachments:</b>	1.	Resolution Partially Vacating a Pondage and Flowage Easement
	2.	Staff Report
	3.	Engineering Memo
	4.	Mailing Map
	5.	Zoning Map
	6.	Greenhouse Civil Plans

	7.	Greenhouse Mechanical Plans
	8.	Greenhouse Plans
	9.	Greenhouse Narrative
	10.	CUP Worksheet

**RESOLUTION \_\_\_\_\_**  
**STATE OF MINNESOTA**  
**COUNTY OF RAMSEY**  
**CITY OF NEW BRIGHTON**

RESOLUTION APPROVING THE PARTIAL VACATION OF A  
PONDING AND FLOWAGE EASEMENT AT 3000 5<sup>TH</sup> STREET NW

**WHEREAS**, the City Council pursuant to Minnesota Statutes Section 412.851 desires to consider the vacation of a portion of an existing ponding and flowage easement as shown on the attached Exhibit A; and

**WHEREAS**, the existing ponding and flowage easement is legally described as shown on the attached Exhibit B; 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 26<sup>th</sup> day of May, 2026; and

**WHEREAS**, the City Council in its discretion has determined that the vacation will benefit the public interest because the proposed project connected with the partial vacation will result in improvements to stormwater retention and treatment on this site, thereby better fulfilling the very purpose of the easement.

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

1. The portion of the ponding and flowage easement legally described as: *“The West 55.00 feet of the first described Ponding and Flowage Easement in Document No. 1716717, filed in the Office of the Registrar of Titles, Ramsey County, Minnesota, said Easement being described as follows: An easement over, under and across that part of Lot 1, Block 4, SEMINARY ESTATES, according to the recorded plat thereof, described as commencing at the southeast corner of said Lot 1; thence North 6 degrees 49 minutes 46 seconds West, assumed bearing, along the east line of said Lot 1 a distance of 135.28 feet; thence South 88 degrees 58 minutes 14 seconds West a distance of 121.22 feet to the point of beginning of said easement to be described; thence South 1 degree 01 minutes 46 seconds East a distance of 51.03 feet; thence South 88 degrees 58 minutes 14 seconds West a distance of 27.74 feet; thence South 1 degree 01 minute 46 seconds East a distance of 18.33 feet; thence South 88 degrees 31 minutes 00 seconds West a distance of 187.84 feet; thence North 1 degree 29 minutes 00 seconds West a distance of 70.85 feet; thence North 88 degrees 58 minutes 14 seconds East a distance of 216.13 feet to the point of beginning.”* is hereby vacated.
2. City staff and consultants are hereby authorized and directed to file a notice of completion of vacation proceedings.

**ADOPTED** this 26<sup>th</sup> 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

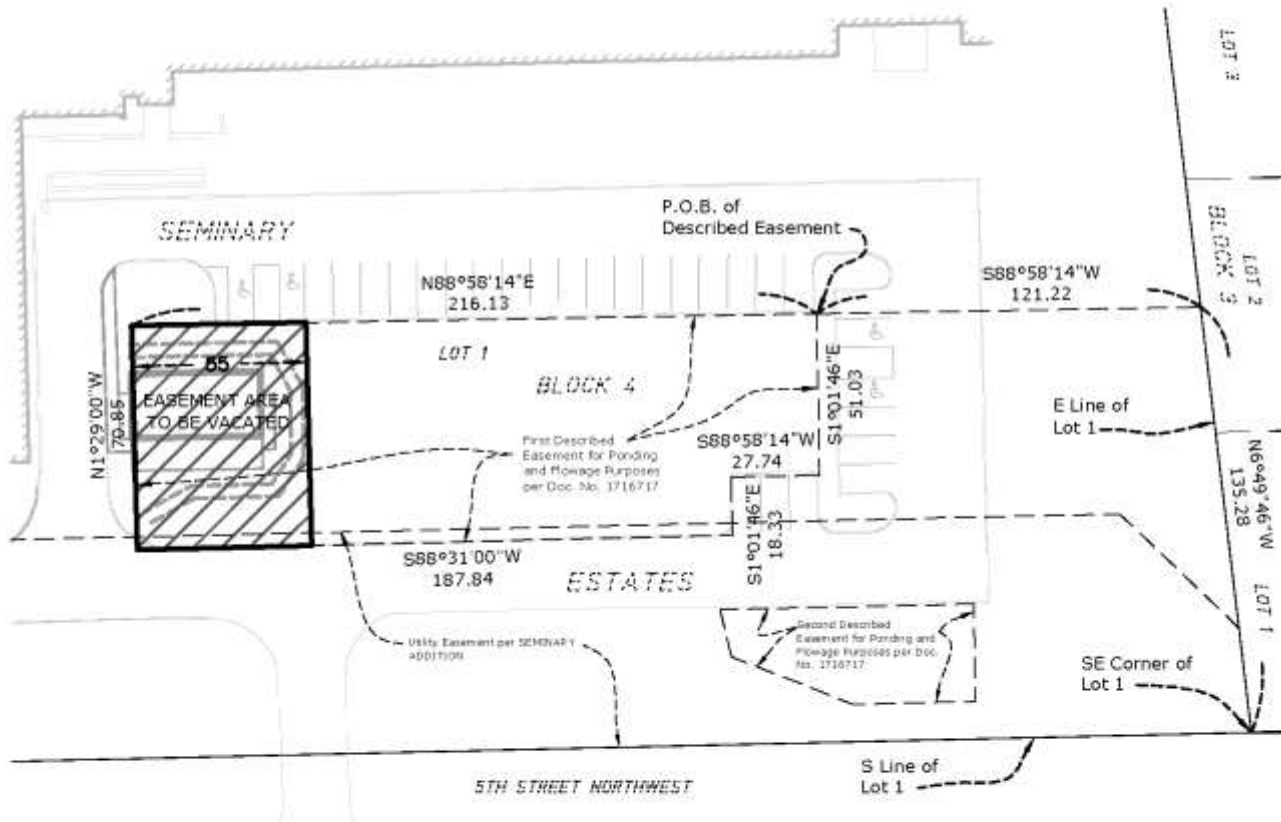
# Exhibit A

## Ponding and Flowage Easement- Partial Vacation Exhibit Lot 1, Block 4, Seminary Estates City of New Brighton, Ramsey County, Minnesota

**EASEMENT VACATION DESCRIPTION**

The West 55.00 feet of the first described Ponding and Flowage Easement in Document No. 1716717, filed in the Office of the Registrar of Titles, Ramsey County, Minnesota, said Easement being described as follows:

An easement over, under and across that part of Lot 1, Block 4, SEMINARY ESTATES, according to the recorded plat thereof, described as commencing at the southeast corner of said Lot 1; thence North 6 degrees 49 minutes 46 seconds West, assumed bearing, along the east line of said Lot 1 a distance of 135.28 feet; thence South 88 degrees 58 minutes 14 seconds West a distance of 121.22 feet to the point of beginning of said easement to be described; thence South 1 degree 01 minutes 46 seconds East a distance of 51.03 feet; thence South 88 degrees 58 minutes 14 seconds West a distance of 27.74 feet; thence South 1 degree 01 minute 46 seconds East a distance of 18.33 feet; thence South 88 degrees 31 minutes 00 seconds West a distance of 187.84 feet; thence North 1 degree 29 minutes 00 seconds West a distance of 70.85 feet; thence North 88 degrees 58 minutes 14 seconds East a distance of 216.13 feet to the point of beginning.

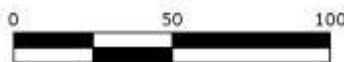


**MINNESOTA CERTIFICATION**

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

Dated this 17th day of April, 2026

Rory L. Synstlien Minnesota License No. 44565



SCALE IN FEET

**CivilSite**  
GROUP  
5000 GLENWOOD AVENUE  
GOLDEN VALLEY, MN 55422  
CivilSiteGroup.com

Drawn By: TH  
Project No. 18017.05 SHEET 1 OF 1

## Exhibit B

2 51301

Registrar of Titles, Ramsey, MN

Date Filed: 11/26/2002 2:00 PM

As Doc #: 1716717

On CT # (s):

351301,

NOTED BY AUDITOR

November 26, 2002

County: Ramsey, County: Minnesota

By: CKH/CC

### EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, United Theological Seminary of the Twin Cities, a corporation organized under the laws of Minnesota, grantor, does hereby grant, bargain and sell, release and convey to the City of New Brighton a body corporate, grantee, and to its successors and assigns, a perpetual ponding and flowage easement over, on and upon and across the land hereinafter described, all of said land lying and being in Ramsey County, Minnesota. Said land being described as follows:

An easement over, under and across that part of Lot 1, Block 4, SEMINARY ESTATES, according to the recorded plat thereof, described as commencing at the southeast corner of said Lot 1; thence North 6 degrees 49 minutes 46 seconds West, assumed bearing, along the east line of said Lot 1, a distance of 135.28 feet; thence South 88 degrees 58 minutes 14 seconds West a distance of 121.22 feet to the point of beginning of said easement to be described; thence South 1 degree 01 minutes 46 seconds East a distance of 51.03 feet; thence South 88 degrees 58 minutes 14 seconds West a distance of 27.74 feet; thence South 1 degree 01 minute 46 seconds East a distance of 18.33 feet; thence South 88 degrees 31 minutes 00 seconds West a distance of 187.84 feet; thence North 1 degree 29 minutes 00 seconds West a distance of 70.85 feet; thence North 88 degrees 58 minutes 14 seconds East a distance of 216.13 feet to the point of beginning.

Together with an easement over, under and across that part of said Lot 1, Block 4, SEMINARY ESTATES, described as commencing at the southeast corner of said Lot 1; thence North 6 degrees 49 minutes 46 seconds West, along said east line of said Lot 1, a distance of 42.79; thence South 88 degrees 39 minutes 35 seconds West a distance of 82.67 feet to the point of beginning of said easement to be described; thence South 1 degree 20 minutes 25 seconds East a distance of 30.79 feet; thence South 88 degrees 39 minutes 35 seconds West a distance of 38.61 feet; thence North 68 degrees 45 minutes 37 seconds West a distance of 41.21 feet; thence North 13 degrees 38 minutes 01 seconds West a distance of 15.32 feet; thence North 88 degrees 39 minutes 35 seconds East a distance of 79.93 feet to the point of beginning.

No one other than United Theological Seminary of the Twin Cities possesses any right, title or interest in the property above described.

This easement will be unlimited in duration, without being re-recorded.

IN WITNESS WHEREOF, the above corporation has caused this instrument to be executed by its Vice President for Finance and Operations on November 19, 2002.

United Theological Seminary of the Twin Cities

By: Jonathan H. Morgan

Its: Vice President for Finance and Operations

STATE OF MINNESOTA

COUNTY OF RAMSEY

The foregoing instrument was acknowledged before me this 19th day of November, 2002, by United Theological Seminary of the Twin Cities.

Michelle S. Turrau  
Notary Public



This Document was Drafted By:

Jonathan H. Morgan  
3000 Fifth Street Northwest  
New Brighton, Minnesota 55112

*To:* **Planning Commission**

*From:* Ben Gozola, Assistant Director DCAD

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

*Applicants:* **Global Academy**

*Main Contacts:* Nate Dingels, Civil Site Group

*Location:* 3000 5th St NW

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

### ***Introductory Information***

***Project:*** ▪ Global Academy is proposing to construct a roughly 41’ x 20’ greenhouse (≈ 820’ sq ft) on the school campus to add to their educational offerings for students.

***History:***

- 2018: SUP approved to authorize Global Academy to take over the building/space previous occupied by the United Theological Seminary. Approval resulted Global Academy taking control of the southern 2/3 of the property, and the Seminary retaining ownership of the residence building to the north. Storage rights within the existing garage on the Seminary property was rented to Global Academy.
- 2021: SUP Amendment approved to authorize the addition of a new gym to the school facility.
- 2022: United Theological Seminary sells the residence hall property to the north of the school, and the land is subsequently developed in 2024.
- 2023: SUP Amendment approved to allow construction of a new storage garage on the northern edge of the property.
- 2026: SUP Amendment proposed to add a new greenhouse feature to the school’s offerings.
- Planning Commission reviewed the request & held a public hearing on 5/19/26.

***Request(s):*** ▪ **Conditional Use Permit amendment to authorize the addition of a greenhouse to the Global Academy facility at 3000 5th St NW**



## General Findings

<b>Site Data:</b>	<ul style="list-style-type: none"> <li>▪ Existing Lot Size ≈ 8.765 acres (381,789 sq ft)</li> <li>▪ Existing Use – School</li> <li>▪ Existing Zoning – R-1</li> <li>▪ Property Identification Number (PID): 30-30-23-23-0044</li> </ul>
<b>Comp Plan Guidance:</b>	<ul style="list-style-type: none"> <li>▪ The 2030 Comprehensive Plan guides this property for Public/Quasi-Public use (P-QP). The proposed school conditional use under the RS-1 zoning classification is therefore appropriate.</li> </ul>
<b>Notable Code Definitions:</b>	<ul style="list-style-type: none"> <li>▪ <b>SCHOOL, PRE-K-12.</b> <i>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.</i></li> <li>▪ <b>SETBACK LINE.</b> <i>The minimum required distance prescribed by this ordinance between any property line, Ordinary High Water Level, or top of bluff; and the closest permissible point of an allowed improvement such as a foundation or any supporting post or pillar of a building or structure. Portions of a building, (e.g., an overhang, eave, entry stairs, bay windows, foundation planters, etc.) may encroach into a required yard as outlined in Table 3-5, Allowable Yard Encroachments.</i></li> <li>▪ <b>BUILDING STORY.</b> <i>That portion of the building included between the surface of any floor and the surface of the next floor above it or if there is no floor above it, the space between the floor and the ceiling next above it.</i></li> </ul>
<b>Applicable Codes:</b>	<ul style="list-style-type: none"> <li>▪ <b>Chapter 3, Section 3.4(C): <u>Single Family Low Density Residential District.</u></b> Outlines general lot requirements for the RS-1 zoning district.</li> <li>▪ <b>Table 5-1: Principal Uses</b> Table that lists all permitted uses within each of the City’s zoning districts.</li> <li>▪ <b>Chapter 5, Section 5.4: Accessory Use Standards.</b> Outlines standards for accessory buildings within the city.</li> <li>▪ <b>Chapter 5, Section 5.3(B)(10): <u>Specific Requirements for Schools.</u></b> Outlines specific criteria that must be met by schools.</li> </ul>

**Existing & Proposed Setbacks:**

R-1 (accessory bldgs.)	Required	Greenhouse Setbacks
Front (5 <sup>th</sup> Street)	30	≈ 103'
Side (Stinson Blvd)	30	≈ 258'
Side (east)	5	≈ 298'
Rear (north)	5	≈ 520'

- The proposed greenhouse will meet all required setbacks for an accessory structure.

**Bldg Coverage / Hardcover Analysis:**

- Neither building coverage nor impervious surfaces are an issue with this proposed project.

**Applicant's Narrative [sic]:**

- Global Academy is requesting permission to build a 20' x 40' greenhouse on its campus. The greenhouse will be used by students and staff for educational purposes. We anticipate multiple benefits for students and staff to enrich learning from this proposed greenhouse.  
 Global Academy will fund the project through a grant, which was awarded from the Mortenson Company.  
 We have been working with Civil Site Group to engineer a site on campus that assures safety to the students. Civil Site is also making sure the greenhouse will meet all watershed requirements as well as runoff requirements as per Rice Creek Watershed and the City of New Brighton.  
 Global Academy is working in conjunction with Wisconsin Greenhouse Company who design the greenhouse as well as construct it.  
 The timing of the project is dependent on City approval, but our goal is to start construction immediately.  
 We are very excited for all the ways this greenhouse will benefit the education here at Global Academy. Please contact me directly with any questions. Thank you.

**Site Review**

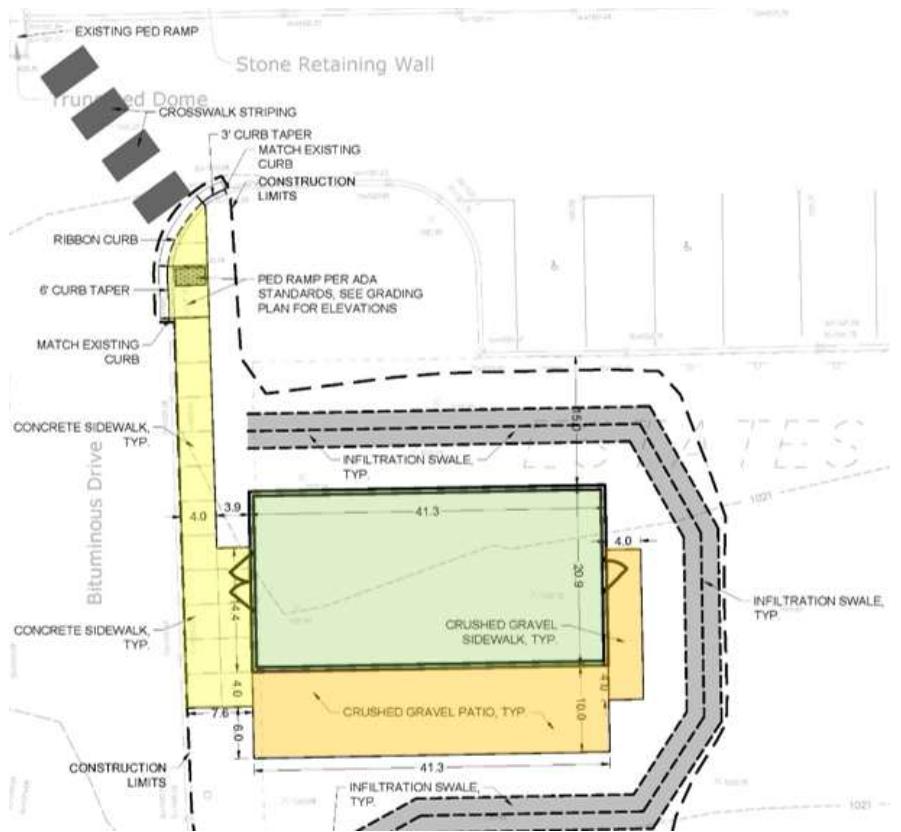
**In General:**

- Per Zoning Code Section 2.4(G), new building construction (other than double and single family residences) shall be referred to the City Council for review. Review of this CUP amendment will address this requirement, and the following is an overview of important findings in relation to code requirements.

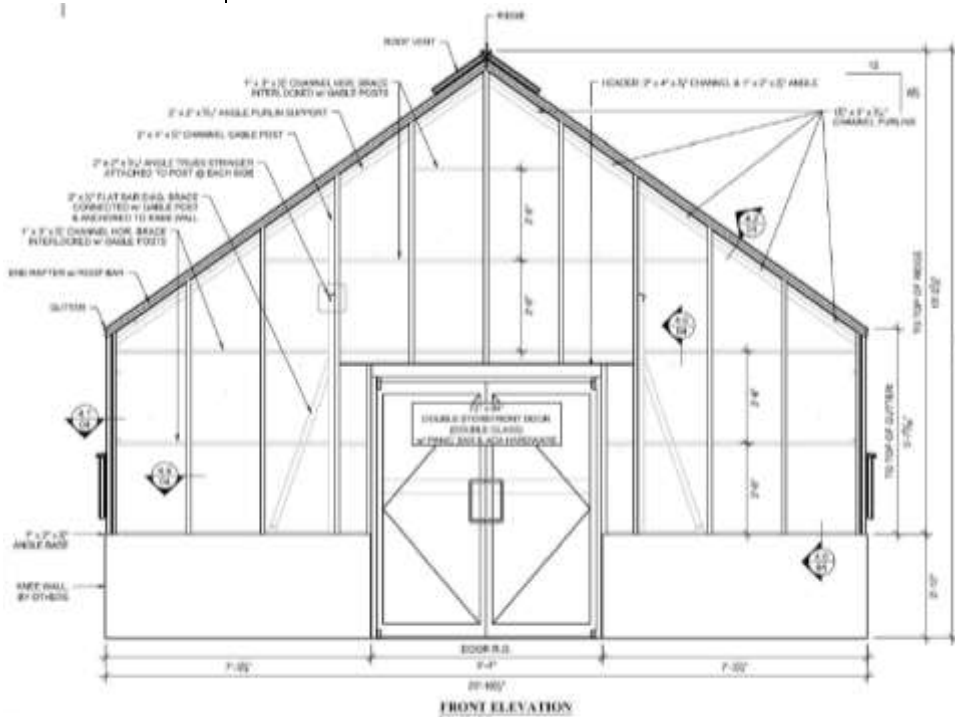
**Proposed New Greenhouse:**

- The proposed new detached greenhouse is an allowable addition to an educational campus like Global Academy, and there is no issue with the proposed size of 41' x 20'.

Footprint

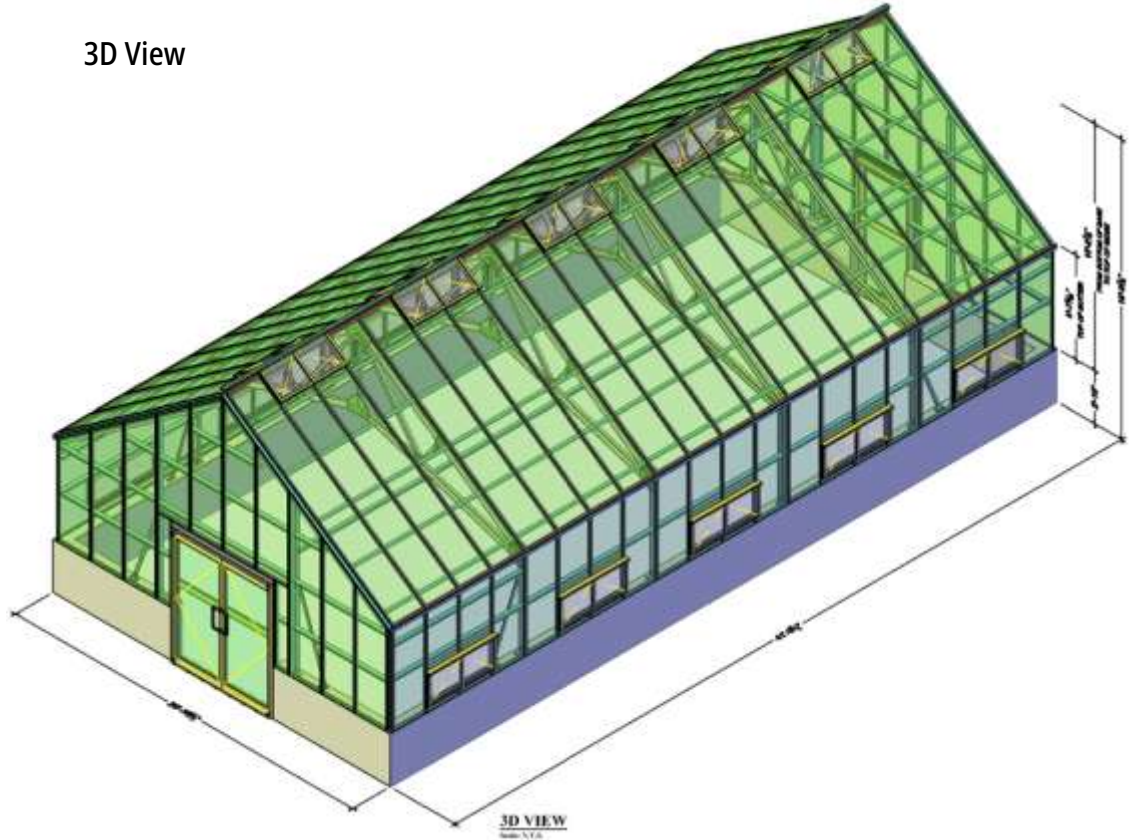


Front Elevation



(cont.)

3D View



**Building Materials:**

- By code, accessory structures must match or be complementary to the existing primary structure on the site.
- While not currently specified, the exterior materials on the knee wall around the structure must be compliant with code standards. This will be confirmed at the time of building permit.
- The glass walls necessary for a greenhouse will be acceptable under code.

**Building Height:**

- There will be no height issues with this proposed greenhouse as it will only be 16' tall from the ground to the top point of the ridge. This is far short of the 2.5 story or 30' maximum.

**Lot Access:**

- Access points to the site will not change.

- Landscaping:**
- No new landscaping for this structure is mandated by code.
  - The existing gross floor area of the school is approximately 66,575 sq ft in size. Mandatory landscaping is triggered once additions in excess of 15% over time are proposed and approved.
    - 15% of 66, 575 is 9,986 square feet. Once additions exceed this square footage, requirements of Section 4.1 will apply

<b>Project</b>	<b>Square Footage</b>	<b>Cumulative Additions</b>
<i>Gym Addition</i>	6,772	6,772 sq ft
<i>Storage Garage</i>	1,000	7,772 sq ft
<i>Greenhouse</i>	820	8,592 sq ft

- Given Global Academy projects to date, the school can add 1,394 more square feet to the structures on this campus before new/additional landscaping requirements are triggered.

- Lot Access:**
- Access points to the site will not change.

- Water System(s):**
- No water supply issues were identified for the new greenhouse.
  - Mechanical plans were submitted and reviewed on 5/20/26. No issues were identified. The only condition being recommended is that the irrigation service to the greenhouse must be metered.

- Sanitary System(s):**
- Sanitary sewer will not be extended to the greenhouse. Bathroom facilities within the existing school will service this accessory structure.

- Storm water / Grading / Erosion:**
- There will be minimal grading around the proposed greenhouse location.
  - An RCWD Notice of Intent form along with final plans shall be submitted to the RCWD prior to beginning construction.

- Fire/Safety:**
- The only concern noted by public safety was the need to preserve existing widths of all parking lot drive aisles to ensure fire trucks can make turns.
  - The proposed plan will not impact existing drive aisle widths.

- Lighting:**
- The proposed greenhouse will not include any interior or exterior lighting, so lighting is not an issue.

- Signage** | ▪ Any proposed signage would need to be permitted through the City’s separate sign permit review process.
- Parking & Traffic:** | ▪ There are no traffic concerns with this project. The proposed greenhouse will not generate new trips to the property.
- Sidewalks & Trails:** | ▪ No issues with public sidewalks or trails.
- Development Phasing:** | ▪ The greenhouse would be constructed in a single phase.

**Conditional Use Permit Review:**

- In General:** | ▪ A conditional use permit was issued for this school in 2018. Adding on to the facility, therefore, requires a CUP amendment.

**Criteria Review:** Issuance of a CUP amendment 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: Our main concern is the safety of the students at Global Academy. The proposed location of the greenhouse requires students to cross a small section of parking lot. To assure safety we propose a crosswalk to be painted indicating to any traffic in the lot that this is an area students will be crossing. We will also provide visual metal signage facing south and another sign facing east so that vehicles approaching are aware of the crosswalk. All students will be accompanied by a staff member that will survey the area for any dangerous situations. Students would exit the building out door number 1 and travel down the walking ramp to the west. This location allows people using the crosswalk visibility should vehicles travel from either directions. At the bottom of this ramp the crosswalk would be indicated to cross the walk – approximately 30 feet. A walking path will then lead them safely to the greenhouse. Please see image below of proposed discussed crosswalk.*

*We do not foresee any other safety or health concerns with the proposed location.*

**Staff Analysis:** As proposed, staff agrees that the greenhouse addition will not be detrimental to those residing or working near the school. From a safety perspective for the students, staff is recommending the following conditions for this CUP:

(cont.)

- a) Plans shall be updated to show ADA compliant access to the new greenhouse.
- b) Use of the greenhouse for official class purposes shall not occur during times of concentrated pick up and drop off at the beginning and end of the school day.
- c) The painted crosswalk, as proposed, shall be installed prior to the greenhouse opening for use.

**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 proposed location will not be injurious to any of the nearby properties. The location provides a visual improvement to the prairie area of the school, which currently looks vacant and unkept. We do not see that the greenhouse will impair property values.*

Staff Analysis: Staff agrees with the applicant that this improvement will be a net positive for the looks and appearance at this entrance to the school. As the structure will not include lighting, we have no concerns about potential impacts to surrounding lands. **Criterion met.**

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

APPLICANT COMMENTS: *The proposed location of the greenhouse meets all the setback requirements of the City of New Brighton. We see nothing that would impede.*

Staff Analysis: The proposed addition of a greenhouse to this site should have no impact on the use of nearby properties. **Criterion met.**

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

APPLICANT COMMENTS: *Our civil engineering team – Civil Site Group – has had all utilities marked regarding the proposed location. There are no public utilities that would interfere with the proposed location of the greenhouse. Please see attached Civil Site plan.*

Staff Analysis: Per engineering and public safety, there is no concern about public infrastructure being burdened by this proposed addition. **Criterion met.**

- (cont.) 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: *Construction of the greenhouse will not commence until after the school year is over for teachers and staff. Since there are no summer programs at Global Academy the parking lots have very few cars and plenty of space for loading and unloading in accordance with code.*

Staff Analysis: The greenhouse will not drive further parking needs, so parking will not be an issue. **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: *We refer to our civil engineering team on this who have been working with the city of New Brighton as well as the Rice Creek Watershed. They have also run numbers on the runoff from the parking lot. Upon conclusion of this study all parties see no damaging impacts that the greenhouse would create. I will refer to the attached study from Civil Site.*

Staff Analysis: Staff concurs that documentation provided shows this area can accommodate the greenhouse while still addressing all stormwater needs. Provided the applicant acquires an RCWD permit for the work by meeting all requirements, this **criterion will be met.**

7. ***The conditional use will adhere to any applicable additional criteria outlined in Chapter 5 for the proposed use.***

APPLICANT COMMENTS: *I will refer to the city of New Brighton Zoning Code – Section 5.3 – 10a. The proposed greenhouse conforms to this by being over 30 feet from any residential boundary.*

*Regarding Section 5.3 – 10b and c – these are not applicable to our situation as the greenhouse will not impede parent pickup and our busing occurs on the other side of campus away from the proposed location.*

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.***

Staff Analysis: **Criterion met.**

(cont.)

**(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.**

Staff Analysis: Pick up and drop off at this site has not triggered any complaints this year, so no changes or updates are recommended at this time. That said, the school should avoid student use of the greenhouse during or near pick up or drop off times to minimize potential interaction between students and vehicles. **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.**

Staff Analysis: No bussing changes will be needed as a result of this minor addition to the school. **Criterion met.**

**(d) K – 12 Schools in mixed use districts must have a regional orientation and be part of a mixed-use development.**

Staff Analysis: **Criterion met.**

### Supplementary Review & Public Comment

**Additional Information:**

- None

**Engineering Review:**

- An engineering memo dated 5-12-26 is attached to this report. All noted issues must be addressed by the applicant as a condition of approval. In summary:
  - ADA compliant access is needed to the greenhouse facility;
  - Lighting details, if proposed, must be submitted for review and approval;
  - Utility connections must be shown and approved prior to building permit issuance; and
  - Compliance with stormwater standards must be show.

**Public Safety Review:**

- No public safety concerns.

**Public  
Comment:**

- There were two speakers at the public hearing in addition to the applicant.
  - **Rene Spehn** (500 Yankton College Ln) – rear yard to the east backs up to Global Academy. Ms. Spehn wanted to know how much more could the school do in terms of build out, and what constraints are there to future expansions. She wanted to know the height of the proposed greenhouse and was concerned about vehicles parking behind the greenhouse in a position that cannot be seen by neighboring properties. She also wanted assurances that drainage issues were being examined and addressed.
  - **Marilee Larkin** (517 Yankton College Ln) – Ms. Larkin would like to see the city work with the school to better address vehicle stacking during drop-off and pick-up times. She would also like to see additional school zone speed limit signs in the area.
  - **Brandon Krosch** (facilities manager – Global Academy) – Mr. Krosch addressed the greenhouse height question by confirming the building would be conforming to code at 16’ tall. He noted the greenhouse will not include lighting, and stated the school is happy to work with neighbors on lighting adjustments to address any problems even with existing fixtures. He stated the greenhouse will add to the educational offerings of the school and should help to clean up the parking lot island. Mr. Krosch also outlined the school’s efforts to address traffic and vehicle stacking over the years and also indicated that new security cameras will be added in the area of the greenhouse to address safety concerns.
  - **Nate Dingles** (Project Civil Engineer – Global Academy) – Mr. Dingles explained how the project will improve stormwater management and drainage conditions. He also explained that the volume of stormwater storage within the parking lot island will increase once the improvements are installed.

**Planning  
Commission  
Review:**

- The Planning Commission held a public hearing on this request at their meeting on 5/19/26 (comments above), and felt the applicants adequately addressed the questions raised by neighbors. As they determined the new greenhouse could meet all requirements for a conditional use permit amendment, **the commission voted unanimously to recommend approval of the request** subject to conditions. **Staff concurs with this recommendation.**

**Conclusion:**

Global Academy is proposing to construct a roughly 41’ x 20’ greenhouse (≈ 820’ sq ft) on the school campus to add to their educational offerings for students.

**Commission 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 4/8/26, the 60-day review period for this application expires on 6/7/26.

**Initial Motion for Debate:**

- *“Consider a Resolution Approving a Conditional Use Permit Amendment for Global Academy to Authorize the Addition of a Greenhouse to the School Grounds.”*

**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. The addition of a small greenhouse to complement the existing school facilities will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare provided all conditions are followed.
3. The existing site plan can accommodate the greenhouse use without impacting surrounding lands.
4. The addition of a greenhouse to the property will have no negative impacts on public infrastructure or services in this area.
5. The greenhouse will not have a 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. All issues outlined in the Engineering Memo dated 5-12-26 shall be successfully addressed.
2. Exterior materials on the knee wall surrounding the greenhouse must be compliant with code standards (must match or be complementary to the existing primary structure on the site).
3. All utility extensions must be approved by engineering prior to a building permit being approved for construction of the greenhouse.
4. An RCWD Notice of Intent form along with final plans shall be submitted to the RCWD prior to beginning construction.
5. Official school use of the greenhouse facility by classes should avoid conflicts with primary drop-off and pick-up times to minimize potential interaction between students and vehicles.
6. The irrigation service to the greenhouse must be metered.

*cc: Nate Dingles (primary contact)*



# interoffice

## MEMORANDUM

---

**to:** Ben Gozola, Assistant Director of Community Assets and Development  
**from:** Dustin Lind, Engineering Supervisor  
**subject:** Global Academy Greenhouse  
**date:** May 12, 2026

The Engineering Department has reviewed the site plan for proposed greenhouse installation at Global Academy and we offer the following comments:

### **General – Site Improvements**

1. The current plans propose a crushed gravel walkway along the back of curb within the parking lot island leading to the greenhouse entrance. This access walkway must be ADA compliant; therefore, it is recommended that it is constructed of concrete and include a curb cut meeting ADA requirements where it connects to the parking lot. Plans to also identify a crosswalk location between the greenhouse access walkway and the main building.

### **Lighting**

1. Interior and exterior lighting details shall be included in the plans.

### **Water Service**

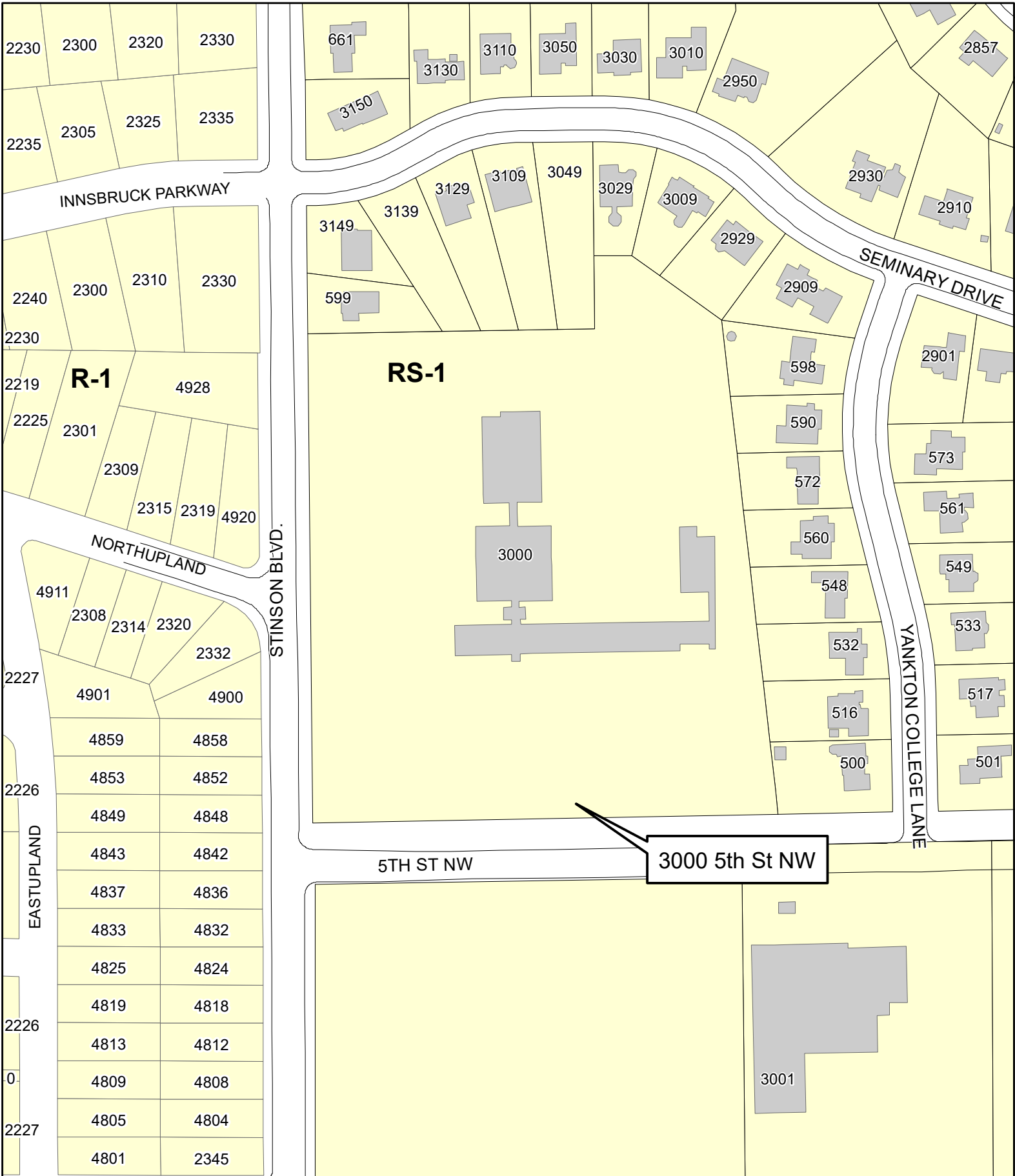
2. The current plans do not indicate the source of water supply for the proposed greenhouse. If a separate irrigation service is extended to the greenhouse, it must be metered, and an outside sewer and water permit will be required. All connections shall be inspected by New Brighton Public Works.

### **Storm Sewer**

1. The proposed greenhouse location lies within an existing infiltration basin. The Owner/Engineer shall provide documentation demonstrating that the plans have been reviewed and approved by the Rice Creek Watershed District (RCWD), and that any compensatory stormwater requirements resulting from impacts to the basin have been addressed and approved by the RCWD.

2. The Owner/Engineer shall provide documentation confirming that the ponding and flowage easement has been vacated in the area where the greenhouse is proposed.
3. The current plans include installation of an infiltration trench around the perimeter of the greenhouse. A detail for the trench shall be provided in the plans, including construction materials and soil specifications.





3000 5th St NW

# Current Zoning

3000 5th St. NW  
 RS-1, Single Family Low Density

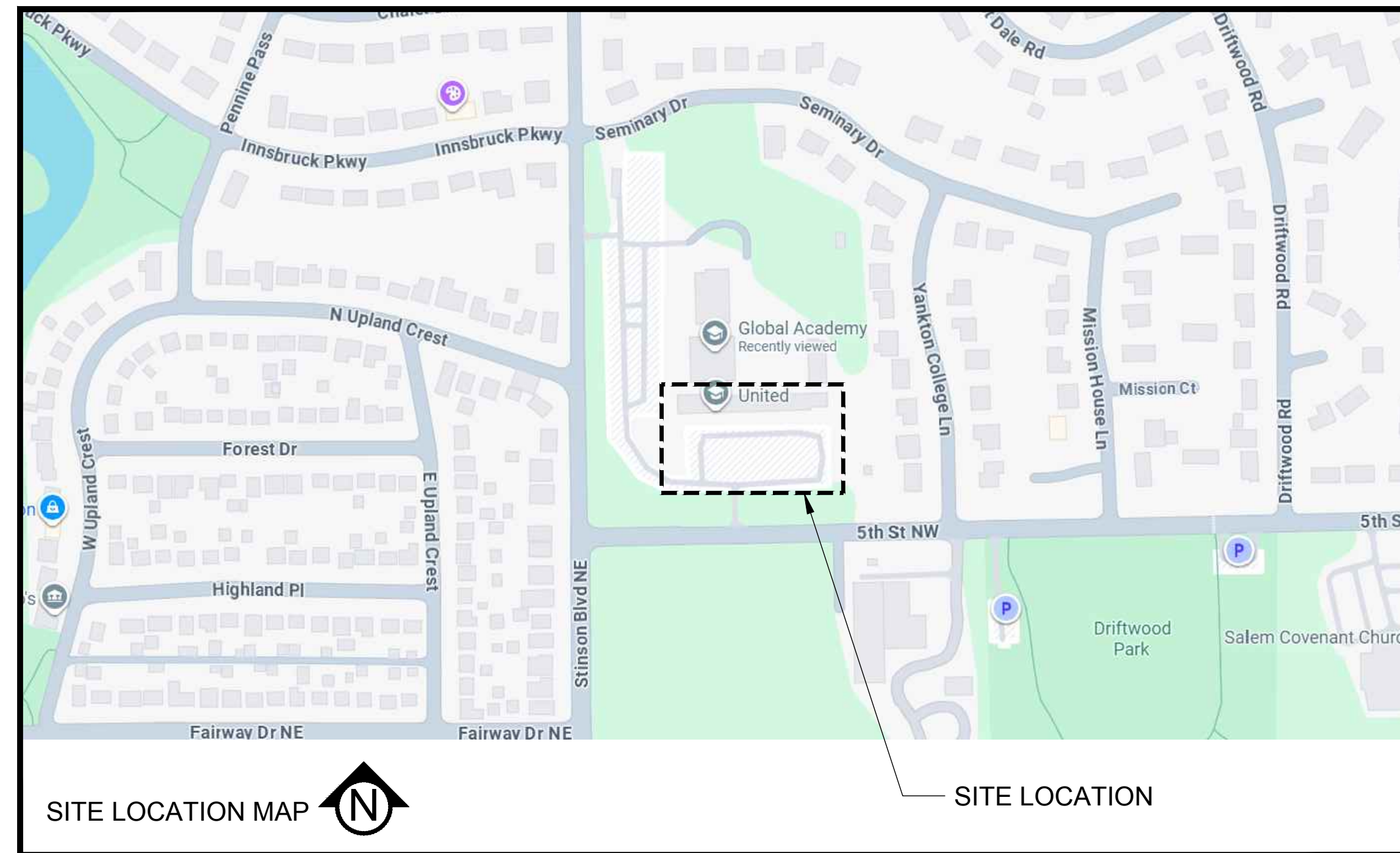
RS-1, Single Family Low Density



# GLOBAL ACADEMY GREENHOUSE

## NEW BRIGHTON, MINNESOTA

### ISSUED FOR: CITY RESUBMITTAL



**PROJECT**  
GLOBAL ACADEMY GREENHOUSE  
555 STINSON BOULEVARD, NEW BRIGHTON, MN 55112

**OWNER**  
GLOBAL ACADEMY  
3000 5TH STREET NORTHWEST, NEW BRIGHTON, MN 55112

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

*Matthew R. Pavek*  
Matthew R. Pavek  
DATE 05/18/2026 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
04/08/2026	PERMIT SET
05/18/2026	CITY RESUBMITTAL

REVISION SUMMARY	
DATE	DESCRIPTION

PROJECT MANAGER	PATRICK SARVER
CONTACT NUMBER	612-615-0060 X 702
DRAWN BY	ND
REVIEWED BY	PS
PROJECT NUMBER	18017.05

PROJECT CONTACTS		
	NAME & ADDRESS	CONTACT
PROJECT MANAGER	CIVIL SITE GROUP 5000 GLENWOOD AVE GOLDEN VALLEY, MN 55422	PATRICK SARVER 612-615-0060 PSARVER@CIVILSITEGROUP.COM
CIVIL ENGINEER	CIVIL SITE GROUP 5000 GLENWOOD AVE GOLDEN VALLEY, MN 55422	MATT PAVEK 612-615-0060 MPAVEK@CIVILSITEGROUP.COM
DEVELOPER	GLOBAL ACADEMY 3000 5TH STREET NW NEW BRIGHTON, MN 55112	BRANDON KROSCH 763-245-0777 BRANDON.KROSCH@GLOBALACADEMY.US
PROPERTY OWNER	GLOBAL ACADEMY 3000 5TH STREET NW NEW BRIGHTON, MN 55112	BRANDON KROSCH 763-245-0777 BRANDON.KROSCH@GLOBALACADEMY.US
ARCHITECT	N/A	N/A
SURVEYOR	CIVIL SITE GROUP 5000 GLENWOOD AVE GOLDEN VALLEY, MN 55422	RORY SYNSTELIEN 612-615-0060 X 712 RORY@CIVILSITEGROUP.COM
GEOTECHNICAL ENGINEER	N/A	N/A

- ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS. 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
- CONTRACTOR SHALL CONFIRM THAT THE EXISTING CONDITIONS FOR THE SITE MATCH WHAT IS SHOWN ON THE DRAWINGS INCLUDED PRIOR TO CONSTRUCTION.
- ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICES COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL CONNECTION OF SERVICES.
- ALL GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS.
- CIVIL SITE GROUP SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY COSTS ARISING OUT OF THE CLIENTS DECISION TO OBTAIN BIDS OR PROCEED WITH CONSTRUCTION BEFORE CIVIL SITE GROUP HAS ISSUED FINAL, FULLY-APPROVED AND STAMPED PLANS AND SPECIFICATIONS. THE CLIENT ACKNOWLEDGES THAT ALL PLANS ARE SUBJECT TO SUBSTANTIAL REVISION. CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE MOST RECENT ISSUANCE OF PLANS FOR CONSTRUCTION PURPOSES.
- PLAN SET IS NOT USABLE FOR CONSTRUCTION UNTIL PLANS HAVE BEEN FULLY APPROVED AND STAMPED BY THE REQUIRED REVIEWING AUTHORITIES AND NO ADDITIONAL REVIEWS ARE REQUIRED.

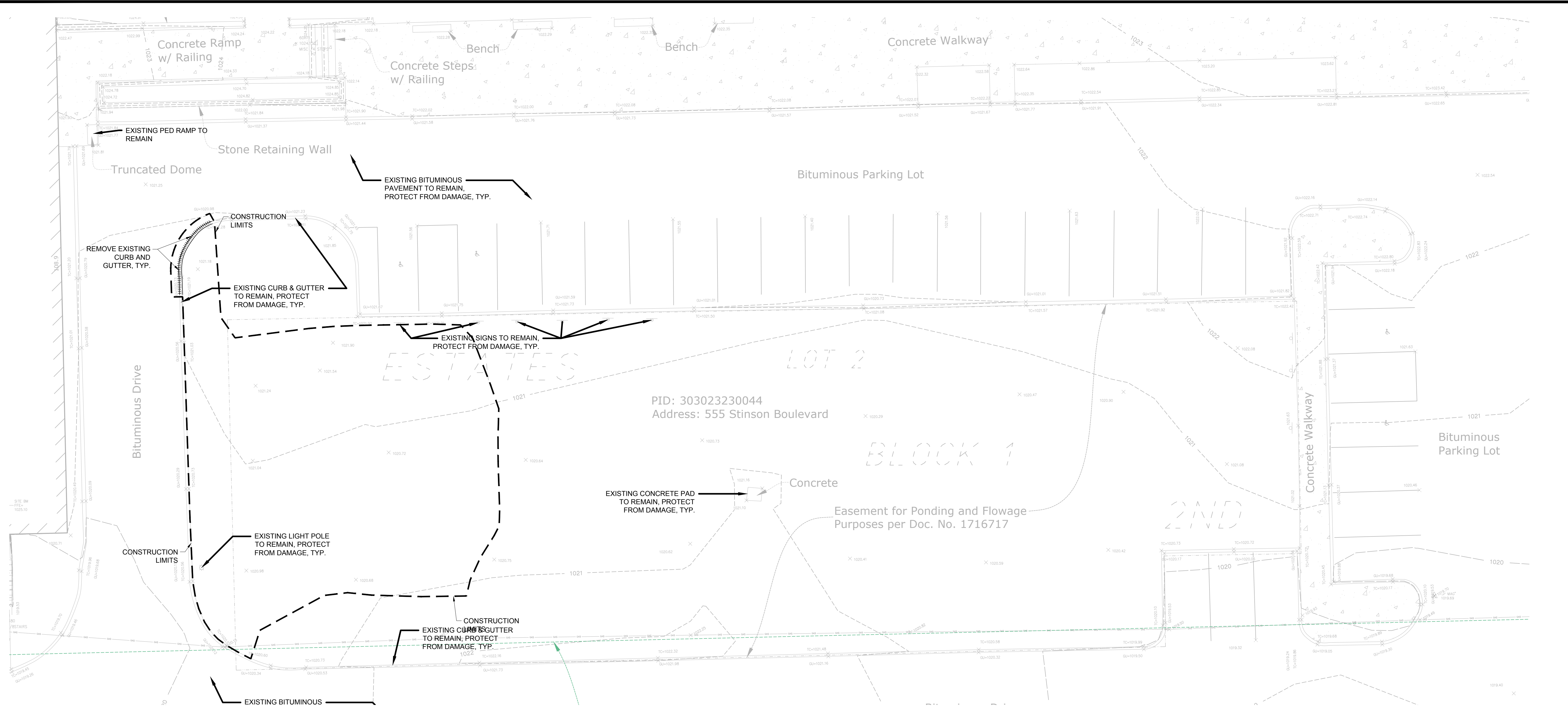
SHEET INDEX	
SHEET NUMBER	SHEET TITLE
C0.0	TITLE SHEET
C1.0	REMOVALS PLAN
C2.0	SITE PLAN
C3.0	GRADING PLAN
C5.0	CIVIL DETAILS
L1.0	LANDSCAPE PLAN
SW1.0	SWPPP - EXISTING CONDITIONS
SW1.1	SWPPP - PROPOSED CONDITIONS & DETAILS
SW1.2	SWPPP - NARRATIVE

**TITLE SHEET**

# C0.0

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**REMOVAL NOTES:**

- ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
- SEE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) PLAN FOR CONSTRUCTION STORM WATER MANAGEMENT PLAN.
- REMOVAL OF MATERIALS NOTED ON THE DRAWINGS SHALL BE IN ACCORDANCE WITH MNDOT, STATE AND LOCAL REGULATIONS.
- REMOVAL OF PRIVATE UTILITIES SHALL BE COORDINATED WITH UTILITY OWNER PRIOR TO CONSTRUCTION ACTIVITIES.
- EXISTING PAVEMENTS SHALL BE SAWCUT IN LOCATIONS AS SHOWN ON THE DRAWINGS OR THE NEAREST JOINT FOR PROPOSED PAVEMENT CONNECTIONS.
- REMOVED MATERIALS SHALL BE DISPOSED OF TO A LEGAL OFF-SITE LOCATION AND IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.
- ABANDON, REMOVAL, CONNECTION, AND PROTECTION NOTES SHOWN ON THE DRAWINGS ARE APPROXIMATE. COORDINATE WITH PROPOSED PLANS.
- EXISTING ON-SITE FEATURES NOT NOTED FOR REMOVAL SHALL BE PROTECTED THROUGHOUT THE DURATION OF THE CONTRACT.
- PROPERTY LINES SHALL BE CONSIDERED GENERAL CONSTRUCTION LIMITS UNLESS OTHERWISE NOTED ON THE DRAWINGS. WORK WITHIN THE GENERAL CONSTRUCTION LIMITS SHALL INCLUDE STAGING, DEMOLITION AND CLEAN-UP OPERATIONS AS WELL AS CONSTRUCTION SHOWN ON THE DRAWINGS.
- MINOR WORK OUTSIDE OF THE GENERAL CONSTRUCTION LIMITS SHALL BE ALLOWED AS SHOWN ON THE PLAN AND PER CITY REQUIREMENTS. FOR ANY WORK ON ADJACENT PRIVATE PROPERTY, THE CONTRACTOR SHALL OBTAIN WRITTEN PERMISSION FROM THE ADJACENT PROPERTY OWNER PRIOR TO ANY WORK.
- DAMAGE BEYOND THE PROPERTY LIMITS CAUSED BY CONSTRUCTION ACTIVITY SHALL BE REPAIRED IN A MANNER APPROVED BY THE ENGINEER/LANDSCAPE ARCHITECT OR IN ACCORDANCE WITH THE CITY.
- PROPOSED WORK (BUILDING AND CIVIL) SHALL NOT DISTURB EXISTING UTILITIES UNLESS OTHERWISE SHOWN ON THE DRAWINGS AND APPROVED BY THE CITY PRIOR TO CONSTRUCTION.
- SITE SECURITY MAY BE NECESSARY AND PROVIDED IN A MANNER TO PROHIBIT VANDALISM, AND THEFT, DURING AND AFTER NORMAL WORK HOURS, THROUGHOUT THE DURATION OF THE CONTRACT. SECURITY MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY.
- VEHICULAR ACCESS TO THE SITE SHALL BE MAINTAINED FOR DELIVERY AND INSPECTION ACCESS DURING NORMAL OPERATING HOURS. AT NO POINT THROUGHOUT THE DURATION OF THE CONTRACT SHALL CIRCULATION OF ADJACENT STREETS BE BLOCKED WITHOUT APPROVAL BY THE CITY PRIOR TO CONSTRUCTION ACTIVITIES.
- ALL TRAFFIC CONTROLS SHALL BE PROVIDED AND ESTABLISHED PER THE REQUIREMENTS OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AND THE CITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, SIGNAGE, BARRICADES, FLASHERS, AND FLAGGERS AS NEEDED. ALL PUBLIC STREETS SHALL REMAIN OPEN TO TRAFFIC AT ALL TIMES. NO ROAD CLOSURES SHALL BE PERMITTED WITHOUT APPROVAL BY THE CITY.
- SHORING FOR BUILDING EXCAVATION MAY BE USED AT THE DISCRETION OF THE CONTRACTOR AND AS APPROVED BY THE OWNERS REPRESENTATIVE AND THE CITY PRIOR TO CONSTRUCTION ACTIVITIES.
- STAGING, DEMOLITION, AND CLEAN-UP AREAS SHALL BE WITHIN THE PROPERTY LIMITS AS SHOWN ON THE DRAWINGS AND MAINTAINED IN A MANNER AS REQUIRED BY THE CITY.
- ALL EXISTING SITE TRAFFIC/REGULATORY SIGNAGE TO BE INVENTORIED AND IF REMOVED FOR CONSTRUCTION SHALL BE RETURNED TO LGU.
- ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

**CITY OF NEW BRIGHTON REMOVAL NOTES:**  
1. RESERVED FOR CITY SPECIFIC REMOVAL NOTES.

**OWNER INFORMATION**  
GLOBAL ACADEMY  
3000 5TH STREET NW  
NEW BRIGHTON, MN 55112  
BRANDON KROSCH  
763-245-0777  
BRANDON.KROSCH@GLOBALACADEMY.US

**EROSION CONTROL NOTES:**  
SEE SWPPP ON SHEETS SW1.0 - SW1.3

**REMOVALS PLAN LEGEND:**

	REMOVAL OF PAVEMENT AND ALL BASE MATERIAL, INCLUDING BIT., CONC., AND GRAVEL PAVTS.
	MILL PAVEMENT, SEE PLAN NOTES FOR DEPTH
	REMOVAL OF STRUCTURE INCLUDING ALL FOOTINGS AND FOUNDATIONS.
	REMOVAL OF TREES AND VEGETATION INCLUDING STUMPS AND ROOT SYSTEMS
	CONSTRUCTION LIMITS
	PROPERTY LINE
	REMOVE CURB AND GUTTER. IF IN RIGHT-OF-WAY, COORDINATE WITH LOCAL GOVERNING UNIT.
	TREE PROTECTION
	TREE REMOVAL - INCLUDING ROOTS AND STUMPS

**PROJECT**  
GLOBAL ACADEMY GREENHOUSE  
555 STINSON BOULEVARD, NEW BRIGHTON, MN 55112

**OWNER**  
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3000 5TH STREET NORTHWEST, NEW BRIGHTON, MN 55112

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

*Matthew R. Pavak*  
Matthew R. Pavak  
DATE 05/18/2026 LICENSE NO. 44263

**ISSUE/SUBMITTAL SUMMARY**

DATE	DESCRIPTION
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05/18/2026	CITY RESUBMITTAL

**REVISION SUMMARY**

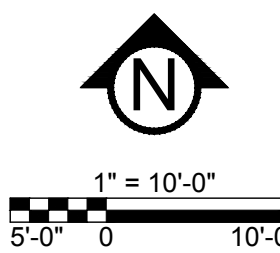
DATE	DESCRIPTION

**REVISION SUMMARY**

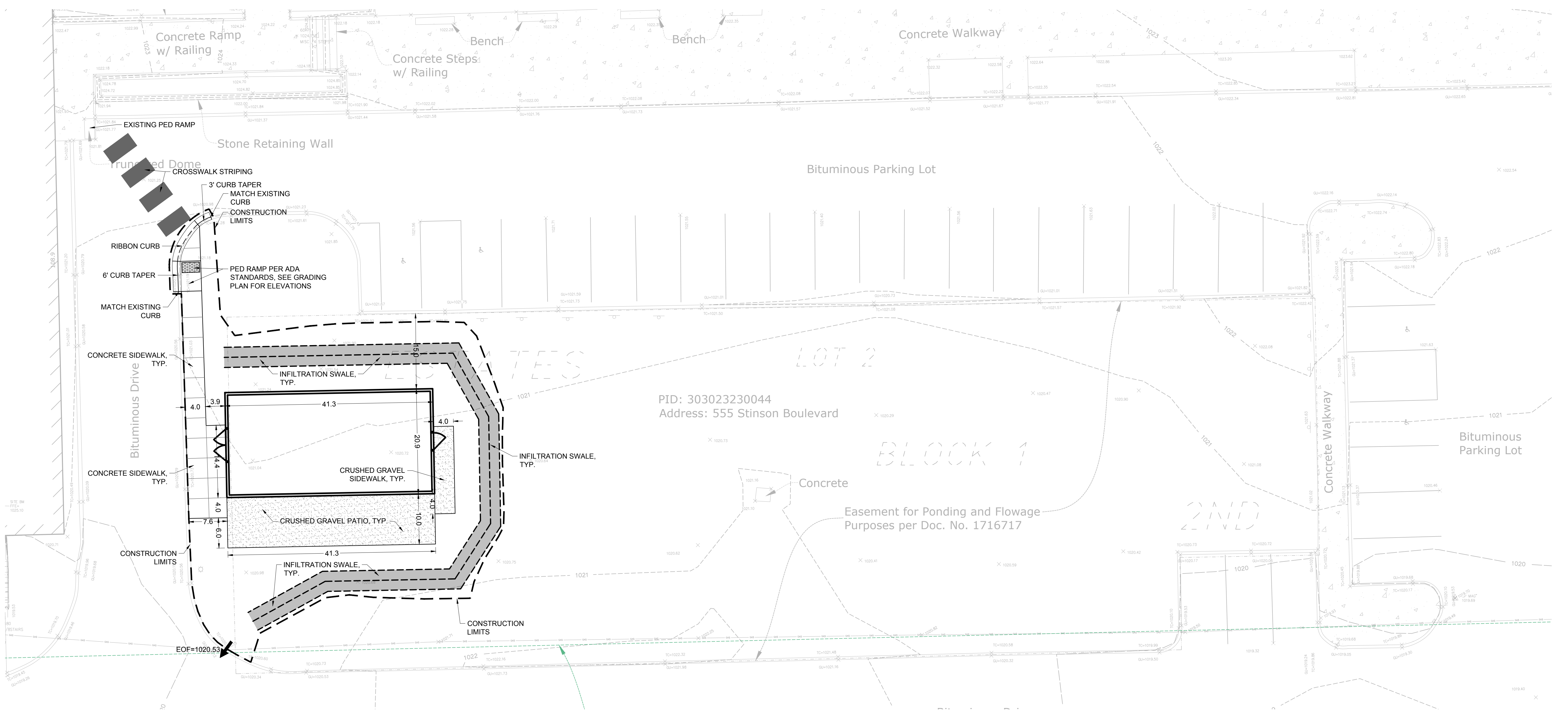
DATE	DESCRIPTION



Know what's below.  
Call before you dig.



**C1.0**



PID: 303023230044  
Address: 555 Stinson Boulevard

**SITE LAYOUT NOTES:**

- ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
- CONTRACTOR SHALL VERIFY LOCATIONS AND LAYOUT OF ALL SITE ELEMENTS PRIOR TO BEGINNING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, LOCATIONS OF EXISTING AND PROPOSED PROPERTY LINES, EASEMENTS, SETBACKS, UTILITIES, BUILDINGS AND PAVEMENTS. CONTRACTOR IS RESPONSIBLE FOR FINAL LOCATIONS OF ALL ELEMENTS FOR THE SITE. ANY REVISIONS REQUIRED AFTER COMMENCEMENT OF CONSTRUCTION, DUE TO LOCAL ADJUSTMENTS SHALL BE CORRECTED AT NO ADDITIONAL COST TO OWNER. ADJUSTMENTS TO THE LAYOUT SHALL BE APPROVED BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF MATERIALS. STAKE LAYOUT FOR APPROVAL.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, INCLUDING A RIGHT-OF-WAY AND STREET OPENING PERMIT.
- THE CONTRACTOR SHALL VERIFY RECOMMENDATIONS NOTED IN THE GEO TECHNICAL REPORT PRIOR TO INSTALLATION OF SITE IMPROVEMENT MATERIALS.
- CONTRACTOR SHALL FIELD VERIFY COORDINATES AND LOCATION DIMENSIONS & ELEVATIONS OF THE BUILDING AND STAKE FOR REVIEW AND APPROVAL BY THE OWNERS REPRESENTATIVE PRIOR TO INSTALLATION OF FOOTING MATERIALS.
- LOCATIONS OF STRUCTURES, ROADWAY PAVEMENTS, CURBS AND GUTTERS, BOLLARDS, AND WALKS ARE APPROXIMATE AND SHALL BE STAKED IN THE FIELD, PRIOR TO INSTALLATION, FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT.
- CURB DIMENSIONS SHOWN ARE TO FACE OF CURB. BUILDING DIMENSIONS ARE TO FACE OF CONCRETE FOUNDATION. LOCATION OF BUILDING IS TO BUILDING FOUNDATION AND SHALL BE AS SHOWN ON THE DRAWINGS.
- THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR SAMPLES AS SPECIFIED FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO FABRICATION FOR ALL PREFABRICATED SITE IMPROVEMENT MATERIALS SUCH AS, BUT NOT LIMITED TO THE FOLLOWING, FURNISHINGS, PAVEMENTS, WALLS, RAILINGS, BENCHES, FLAGPOLES, LANDING PADS FOR CURB RAMPS, AND LIGHT AND POLES. THE OWNER RESERVES THE RIGHT TO REJECT INSTALLED MATERIALS NOT PREVIOUSLY APPROVED.
- PEDESTRIAN CURB RAMPS SHALL BE CONSTRUCTED WITH TRUNCATED DOME LANDING AREAS IN ACCORDANCE WITH A.D.A. REQUIREMENTS-SEE DETAIL.
- CROSSWALK STRIPING SHALL BE 24" WIDE WHITE PAINTED LINE, SPACED 48" ON CENTER PERPENDICULAR TO THE FLOW OF TRAFFIC. WIDTH OF CROSSWALK SHALL BE 5' WIDE. ALL OTHER PAVEMENT MARKINGS SHALL BE WHITE IN COLOR UNLESS OTHERWISE NOTED OR REQUIRED BY ADA OR LOCAL GOVERNING BODIES.
- SEE SITE PLAN FOR CURB AND GUTTER TYPE. TAPER BETWEEN CURB TYPES-SEE DETAIL.
- ALL CURB RADII ARE MINIMUM 3' UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL REFER TO FINAL PLAT FOR LOT BOUNDARIES, NUMBERS, AREAS AND DIMENSIONS PRIOR TO SITE IMPROVEMENTS.
- FIELD VERIFY ALL EXISTING SITE CONDITIONS, DIMENSIONS.
- PARKING IS TO BE SET PARALLEL OR PERPENDICULAR TO EXISTING BUILDING UNLESS NOTED OTHERWISE.
- ALL PARKING LOT PAINT STRIPING TO BE WHITE, 4" WIDE TYP.
- BITUMINOUS PAVING TO BE "LIGHT DUTY" UNLESS OTHERWISE NOTED. SEE DETAIL SHEETS FOR PAVEMENT SECTIONS.
- ALL TREES THAT ARE TO REMAIN ARE TO BE PROTECTED FROM DAMAGE WITH A CONSTRUCTION FENCE AT THE DRIP LINE. SEE LANDSCAPE DOCUMENTS.
- CONTRACTOR IS RESPONSIBLE TO INSTALL ANY SIDEWALK AND CURBING PER DESIGN PLAN. CONTRACTOR TO VERIFY ALL CURBS AND SIDEWALKS WILL DRAIN PROPERLY IN FIELD CONDITIONS. **CONTRACTOR MUST CONTACT THE CIVIL ENGINEER 24-HOURS PRIOR TO ANY CURB AND/OR SIDEWALK INSTALLATION TO REVIEW AND INSPECT CURB STAKES. CONTRACTOR IS RESPONSIBLE FOR ANY CURB OR SIDEWALK REPLACEMENT IF THIS PROCEDURE IS NOT FOLLOWED.**
- FINISH GRADING FOR HARDSCAPE AREAS IE. PARKING LOTS, CURBS, SIDEWALKS SHALL BE WITHIN 0.05 FEET. ADA AREAS MUST COMPLY WITH REQUIREMENTS ON PLANS AND ADA REGULATIONS. TOLERANCE WITHIN ADA AREAS IS 0.00 FEET DISCUSS ANY DEVIATIONS WITH ENGINEER PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR ANY CURB, SIDEWALK AND/OR PAVEMENT REPLACEMENT THAT DOES NOT MEET TOLERANCE/ADA REQUIREMENTS.

**CITY OF NEW BRIGHTON SITE SPECIFIC NOTES:**

- RESERVED FOR CITY SPECIFIC SITE NOTES.

**OWNER INFORMATION**

GLOBAL ACADEMY  
3000 5TH STREET NW  
NEW BRIGHTON, MN 55112  
BRANDON KROSCHE  
763-245-0777  
BRANDON.KROSCHE@GLOBALACADEMY.US

**SITE PLAN LEGEND:**

- CRUSHED GRAVEL (IF APPLICABLE). INCLUDE ALL BASE MATERIAL AND APPURTENANCES AS SPECIFIED PER MANUFACTURER SPECIFICATIONS & INSTRUCTIONS. PROVIDE SAMPLES, SHOP DRAWINGS & PRODUCT DATA REQUIRED PRIOR TO CONSTRUCTION.
- PROPERTY LINE
- CONSTRUCTION LIMITS
- CURB AND GUTTER-SEE NOTES (T.O.) TIP OUT GUTTER WHERE APPLICABLE-SEE PLAN
- CURB TAPER
- TRAFFIC DIRECTIONAL ARROW PAVEMENT MARKINGS
- SIGN AND POST ASSEMBLY. SHOP DRAWINGS REQUIRED.  
HC = ACCESSIBLE SIGN  
NP = NO PARKING FIRE LANE  
ST = STOP  
CP = COMPACT CAR PARKING ONLY

**PROJECT**  
**GLOBAL ACADEMY GREENHOUSE**

555 STINSON BOULEVARD, NEW BRIGHTON, MN 55112

**OWNER**  
**GLOBAL ACADEMY**  
3000 5TH STREET NORTHWEST, NEW BRIGHTON, MN 55112

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

*Matthew R. Pavsek*  
Matthew R. Pavsek  
DATE 05/18/2026 LICENSE NO. 44263

**ISSUE/SUBMITTAL SUMMARY**

DATE	DESCRIPTION
04/08/2026	PERMIT SET
05/18/2026	CITY RESUBMITTAL

PROJECT MANAGER	DESCRIPTION
PATRICK SARVER	
CONTACT NUMBER	612-615-0560 X 702
DRAWN BY	ND
REVIEWED BY	PS
PROJECT NUMBER	18017.05

**REVISION SUMMARY**

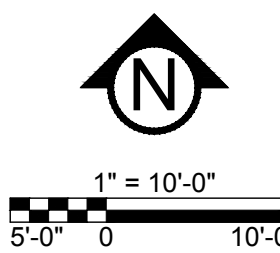
DATE	DESCRIPTION

**SITE PLAN**

**C2.0**



Know what's below.  
Call before you dig.



EXISTING EARTHWORK VOLUME REPORT:

**SURFACE TO DATUM VOLUME REPORT**

Trimble  
5475 Kellenburger Road  
Dayton, Ohio 45424-1099, USA  
1-937-233-9921

Project: R:\CSG\PROJECTS\2018\18017.05-GLOBAL ACADEMY GREEN HOUSE-NEW BRIGHTON\DESIGN\CAD\18.017.05\_TMODEL.pro  
Report Generated: Thursday, March 12, 2026 8:29:04 AM

Where the DTM surface is above the datum the volume is reported as fill.  
Where the DTM surface is below the datum the volume is reported as excavation.

Shrinkage/swell factors:	Excavation	1.0000	Fill	1.2000
DTM Surface	Number of Points	Datum Elevation		
Layer Name	867	1,022.00		
Volume limited to that within the constraining boundary - Object: 8046				
Area within boundary: 3,576.93 Sq. Ft. (0.0821 Acres)				
Total triangulated area: 3,576.93 Sq. Ft. (0.0821 Acres)				
Excavation Volume Beneath Datum (Cu. Yd.)			Fill Volume Above Datum (Cu. Yd.)	
134.4			0.0	

Net Difference: 134.4 Cu. Yd. excess volume beneath datum

PROPOSED EARTHWORK VOLUME REPORT:

**SURFACE TO DATUM VOLUME REPORT**

Trimble  
5475 Kellenburger Road  
Dayton, Ohio 45424-1099, USA  
1-937-233-9921

Project: R:\CSG\PROJECTS\2018\18017.05-GLOBAL ACADEMY GREEN HOUSE-NEW BRIGHTON\DESIGN\CAD\18.017.05\_TMODEL.pro  
Report Generated: Thursday, March 12, 2026 8:29:08 AM

Where the DTM surface is above the datum the volume is reported as fill.  
Where the DTM surface is below the datum the volume is reported as excavation.

Shrinkage/swell factors:	Excavation	1.0000	Fill	1.2000
DTM Surface	Number of Points	Datum Elevation		
Layer Name	99	1,022.00		
Volume limited to that within the constraining boundary - Object: 8046				
Area within boundary: 3,576.93 Sq. Ft. (0.0821 Acres)				
Total triangulated area: 3,576.93 Sq. Ft. (0.0821 Acres)				
Excavation Volume Beneath Datum (Cu. Yd.)			Fill Volume Above Datum (Cu. Yd.)	
154.6			0.0	

Net Difference: 154.6 Cu. Yd. excess volume beneath datum

EARTHWORK NOTES:

PER DISCUSSIONS WITH RICE CREEK WATERSHED AND THE CITY OF NEW BRIGHTON, THE PROJECT NEEDS TO MAINTAIN OR IMPROVE THE VOLUME PROVIDED WITHIN THE EXISTING PARKING ISLAND "INFILTRATION BASIN" AND IS NOT REQUIRED TO PROVIDE COMPLIANCE WITH FULL "RULE C." STORMWATER TREATMENT DESIGN REQUIREMENTS.

EARTHWORK CALCULATIONS ARE COMPLETED WITHIN THE DISTURBED LIMITS OF THE PROJECT AND THE VOLUME REPORTS ARE SHOWN TO THE LEFT OF THIS NOTE. A SURFACE TO DATUM REPORT WAS COMPLETED BETWEEN BOTH THE EXISTING GROUND SURFACE AND THE PROPOSED GROUND SURFACE COMPARED TO A 1022.00 DATUM ELEVATION. THE HIGHEST ELEVATION WITHIN THE DISTURBED LIMITS IN THE EXISTING AND PROPOSED CONDITION IS 1021.92. ENSURING THE VOLUMES ARE MODELED CONSISTENTLY AND INCORPORATE THE ENTIRE VOLUME WITHIN THE DISTURBED LIMITS.

THE FINDINGS IN THE REPORTS SHOW THAT THE PROPOSED VOLUME PROVIDED BELOW THE DATUM IS LARGER THAN THE EXISTING AND THE PROPOSED PROJECT WORK WILL NOT NEGATIVELY IMPACT THE DOWNSTREAM CONDITIONS.

CITY OF NEW BRIGHTON GRADING NOTES:

- 1. RESERVED FOR CITY SPECIFIC GRADING NOTES.

EROSION CONTROL NOTES:  
SEE SWPPP ON SHEETS SW1.0 - SW1.3

GRADING PLAN LEGEND:

1125	EX. 1' CONTOUR ELEVATION INTERVAL
1137.25	0.25' CONTOUR ELEVATION INTERVAL
41.26	SPOT GRADE ELEVATION (GUTTER/FLOW LINE UNLESS OTHERWISE NOTED)
891.00 GU	SPOT GRADE ELEVATION GUTTER
891.00 TC	SPOT GRADE ELEVATION TOP OF CURB
891.00 MATCH	SPOT GRADE ELEVATION MATCH EXISTING
EOFF=1135.52	EMERGENCY OVERFLOW
CONSTRUCTION LIMITS	CONSTRUCTION LIMITS

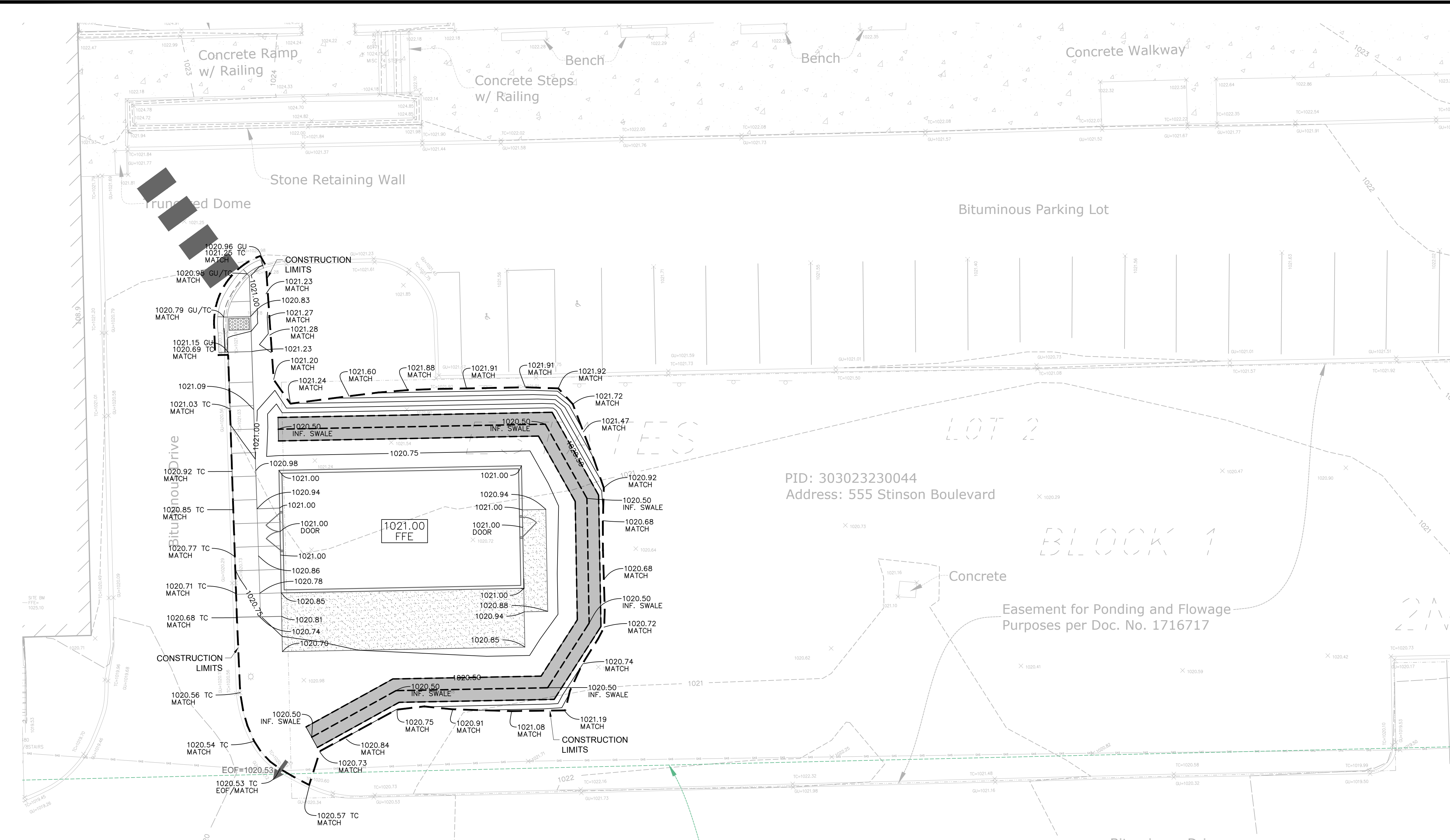


Know what's below.  
Call before you dig.



1" = 10'-0"  
5'-0" 0 10'-0"

C3.0



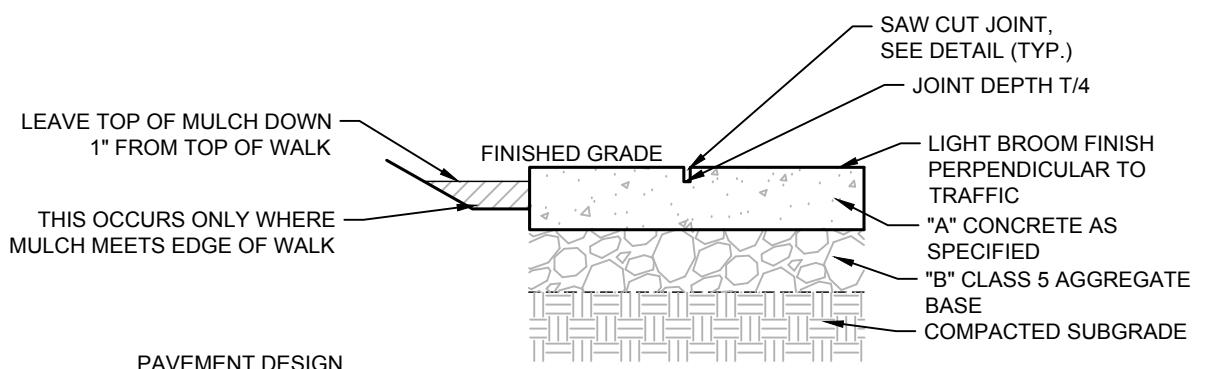
GENERAL GRADING NOTES:

- CONTRACTOR SHALL VERIFY ALL BUILDING ELEVATIONS, (FFE, LFE, GFE), PRIOR TO CONSTRUCTION BY CROSS CHECKING WITH ARCHITECTURAL, STRUCTURAL AND CIVIL ELEVATIONS FOR EQUIVALENT "100" ELEVATIONS. THIS MUST BE DONE PRIOR TO EXCAVATION AND INSTALLATION OF ANY FOOTING MATERIALS. VERIFICATION OF THIS COORDINATION SHALL BE CONFIRMED IN WRITING BY CIVIL, SURVEYOR, ARCHITECTURAL, STRUCTURAL AND CONTRACTOR PRIOR TO CONSTRUCTION.
- ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
- SEE SITE PLAN FOR HORIZONTAL LAYOUT & GENERAL GRADING NOTES.
- THE CONTRACTOR SHALL COMPLETE THE SITE GRADING CONSTRUCTION (INCLUDING BUT NOT LIMITED TO SITE PREPARATION, SOIL CORRECTION, EXCAVATION, EMBANKMENT, ETC.) IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER'S SOILS ENGINEER. ALL SOIL TESTING SHALL BE COMPLETED BY THE OWNER'S SOILS ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOIL TESTS AND INSPECTIONS WITH THE SOILS ENGINEER.
- ANY ELEMENTS OF AN EARTH RETENTION SYSTEM AND RELATED EXCAVATIONS THAT FALL WITHIN THE PUBLIC RIGHT OF WAY WILL REQUIRE A "RIGHT OF WAY EXCAVATION PERMIT". CONTRACTOR IS RESPONSIBLE FOR ACQUIRING THIS PERMIT PRIOR TO CONSTRUCTION IF APPLICABLE.
- GRADING AND EXCAVATION ACTIVITIES SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS & PERMIT REQUIREMENTS OF THE CITY.
- PROPOSED SPOT GRADES ARE FLOW-LINE FINISHED GRADE ELEVATIONS, UNLESS OTHERWISE NOTED.
- GRADES OF WALKS SHALL BE INSTALLED WITH 5% MAX. LONGITUDINAL SLOPE AND 1% MIN. AND 2% MAX. CROSS SLOPE, UNLESS OTHERWISE NOTED.
- PROPOSED SLOPES SHALL NOT EXCEED 3:1 UNLESS INDICATED OTHERWISE ON THE DRAWINGS. MAXIMUM SLOPES IN MAINTAINED AREAS IS 4:1.
- PROPOSED RETAINING WALLS, FREESTANDING WALLS, OR COMBINATION OF WALL TYPES GREATER THAN 4' IN HEIGHT SHALL BE DESIGNED AND ENGINEERED BY A REGISTERED RETAINING WALL ENGINEER. DESIGN DRAWINGS SHALL BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF GRADE STAKES THROUGHOUT THE DURATION OF CONSTRUCTION TO ESTABLISH PROPER GRADES. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR A FINAL FIELD CHECK OF FINISHED GRADES ACCEPTABLE TO THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO TOPSOIL AND SODDING ACTIVITIES.
- IF EXCESS OR SHORTAGE OF SOIL MATERIAL EXISTS, THE CONTRACTOR SHALL TRANSPORT ALL EXCESS SOIL MATERIAL OFF THE SITE TO AN AREA SELECTED BY THE CONTRACTOR, OR IMPORT SUITABLE MATERIAL TO THE SITE.
- EXCAVATE TOPSOIL FROM AREAS TO BE FURTHER EXCAVATED OR REGRADED AND STOCKPILE IN AREAS DESIGNATED ON THE SITE. THE CONTRACTOR SHALL SALVAGE ENOUGH TOPSOIL FOR RESPREADING ON THE SITE AS SPECIFIED. EXCESS TOPSOIL SHALL BE PLACED IN EMBANKMENT AREAS, OUTSIDE OF BUILDING PADS, ROADWAYS AND PARKING AREAS. THE CONTRACTOR SHALL SUBCUT CUT AREAS, WHERE TURF IS TO BE ESTABLISHED, TO A DEPTH OF 6 INCHES. RESPREAD TOPSOIL IN AREAS WHERE TURF IS TO BE ESTABLISHED TO A MINIMUM DEPTH OF 6 INCHES.
- FINISHED GRADING SHALL BE COMPLETED. THE CONTRACTOR SHALL UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING, INCLUDING ADJACENT TRANSITION AREAS. PROVIDE A SMOOTH FINISHED SURFACE WITHIN SPECIFIED TOLERANCES, WITH UNIFORM LEVELS OR SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN, OR BETWEEN SUCH POINTS AND EXISTING GRADES. AREAS THAT HAVE BEEN FINISH GRADED SHALL BE PROTECTED FROM SUBSEQUENT CONSTRUCTION OPERATIONS, TRAFFIC AND EROSION. REPAIR ALL AREAS THAT HAVE BECOME RUTTED BY TRAFFIC OR ERODED BY WATER OR HAS SETTLED BELOW THE CORRECT GRADE. ALL AREAS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED TO EQUAL OR BETTER THAN ORIGINAL CONDITION OR TO THE REQUIREMENTS OF THE NEW WORK.
- PRIOR TO PLACEMENT OF THE AGGREGATE BASE, A TEST ROLL WILL BE REQUIRED ON THE STREET AND/OR PARKING AREA SUBGRADE. THE CONTRACTOR SHALL PROVIDE A LOADED TANDEN AXLE TRUCK WITH A GROSS WEIGHT OF 25 TONS. THE TEST ROLLING SHALL BE AT THE DIRECTION OF THE SOILS ENGINEER AND SHALL BE COMPLETED IN AREAS AS DIRECTED BY THE SOILS ENGINEER. THE SOILS ENGINEER SHALL DETERMINE WHICH SECTIONS OF THE STREET OR PARKING AREA ARE UNSTABLE. CORRECTION OF THE SUBGRADE SOILS SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOILS ENGINEER. NO TEST ROLL SHALL OCCUR WITHIN 10' OF ANY UNDERGROUND STORM RETENTION/DETENTION SYSTEMS.
- AN OSHA-APPROVED QUALIFIED PERSON SHOULD REVIEW THE SOIL CLASSIFICATION PRESENTED IN

THE GEOTECHNICAL REPORT IN THE FIELD. EXCAVATIONS MUST COMPLY WITH CURRENT OSHA REQUIREMENTS IN THE CODE OF FEDERAL REGULATIONS PERTAINING TO EXCAVATIONS AND TRENCHES. EXCAVATION SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR.

17. TOLERANCES

- THE BUILDING SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.30 FOOT ABOVE, OR 0.30 FOOT BELOW, THE PRESCRIBED ELEVATION AT ANY POINT WHERE MEASUREMENT IS MADE.
- THE STREET OR PARKING AREA SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.05 FOOT ABOVE, OR 0.10 FOOT BELOW, THE PRESCRIBED ELEVATION OF ANY POINT WHERE MEASUREMENT IS MADE.
- AREAS WHICH ARE TO RECEIVE TOPSOIL SHALL BE GRADED TO WITHIN 0.30 FOOT ABOVE OR BELOW THE REQUIRED ELEVATION, UNLESS DIRECTED OTHERWISE BY THE ENGINEER.
- TOPSOIL SHALL BE GRADED TO PLUS OR MINUS 1/2 INCH OF THE SPECIFIED THICKNESS.
- FINISH GRADING FOR HARDSCAPE AREAS IE. PARKING LOTS, CURBS, SIDEWALKS SHALL BE WITHIN 0.05 FEET. ADA AREAS MUST COMPLY WITH REQUIREMENTS ON PLANS AND ADA REGULATIONS. TOLERANCE WITHIN ADA AREAS IS 0.00 FEET DISCUSS ANY DEVIATIONS WITH ENGINEER PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR ANY CURB, SIDEWALK AND/OR PAVEMENT REPLACEMENT THAT DOES NOT MEET TOLERANCE/ADA REQUIREMENTS.
- MAINTENANCE
  - THE CONTRACTOR SHALL PROTECT NEWLY GRADED AREAS FROM TRAFFIC AND EROSION, AND KEEP AREA FREE OF TRASH AND DEBRIS.
  - CONTRACTOR SHALL REPAIR AND REESTABLISH GRADES IN SETTLED, ERODED AND RUTTED AREAS TO SPECIFIED TOLERANCES. DURING THE CONSTRUCTION, IF REQUIRED, AND DURING THE WARRANTY PERIOD, ERODED AREAS WHERE TURF IS TO BE ESTABLISHED SHALL BE RESEEDED AND MULCHED.
  - WHERE COMPLETED COMPACTED AREAS ARE DISTURBED BY SUBSEQUENT CONSTRUCTION OPERATIONS OR ADVERSE WEATHER, CONTRACTOR SHALL SCARIFY, SURFACE, RESHAPE, AND COMPACT TO REQUIRED DENSITY PRIOR TO FURTHER CONSTRUCTION.

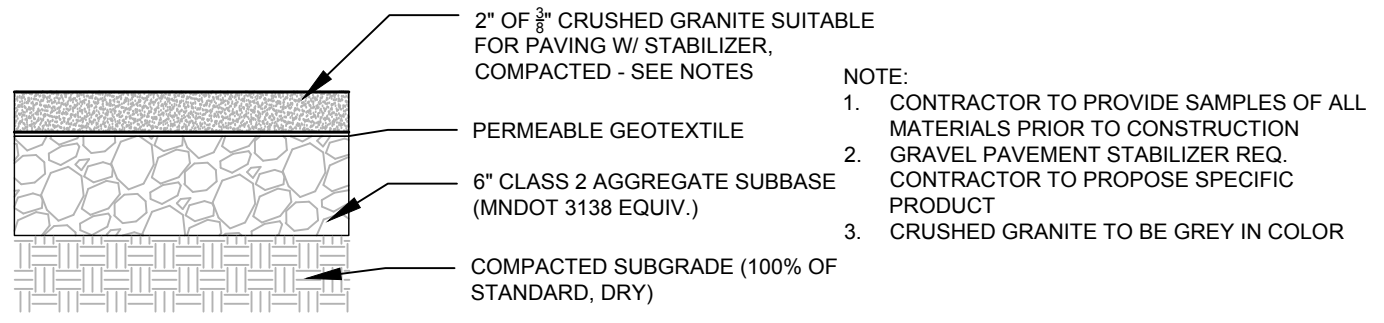


**PAVEMENT DESIGN**

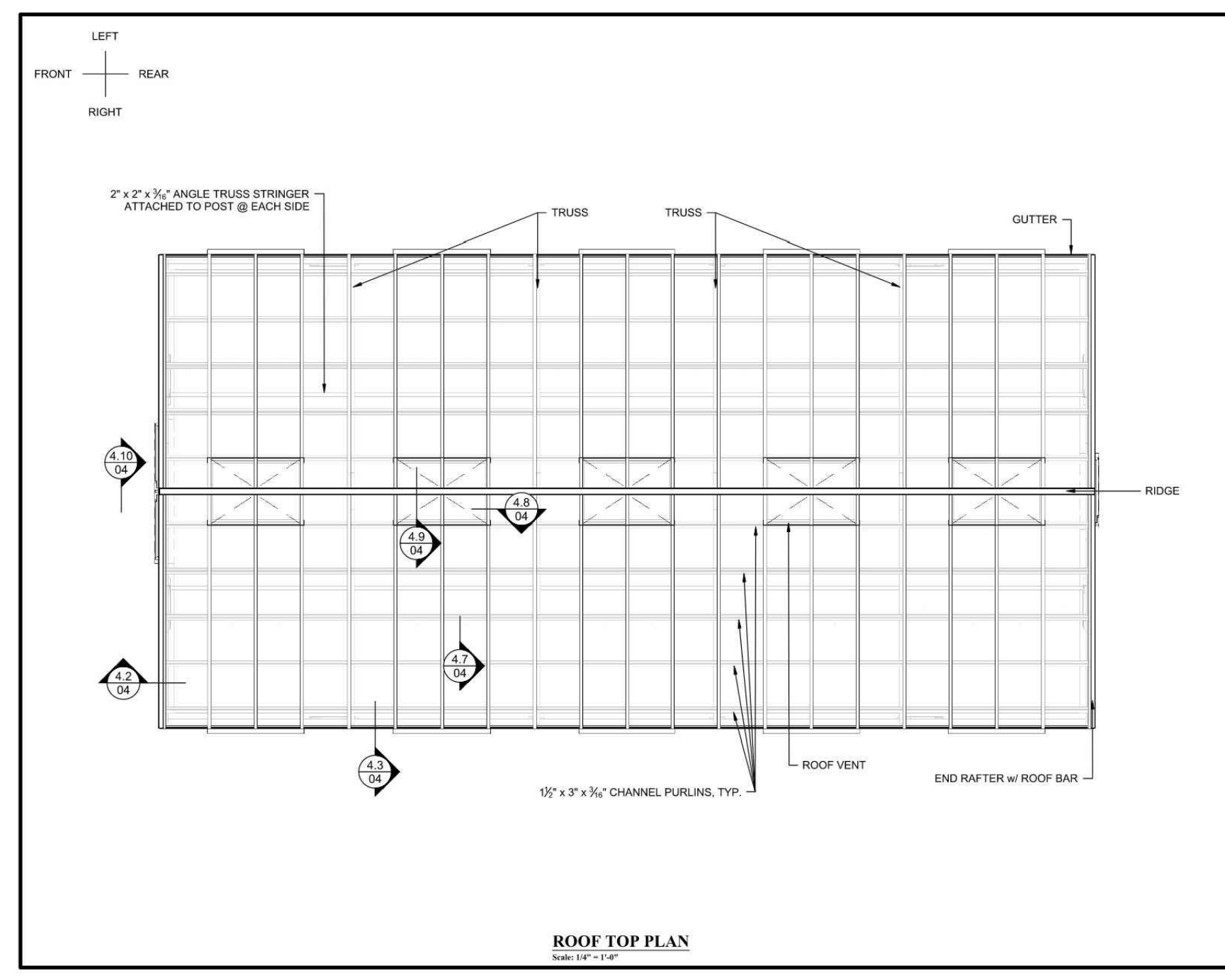
TYPE	CONC. (A)	AGG. (B)
WALKS	5"	6"
CONC. PVMT.	X"	X"

- CURING**
1. APPLY CURING COMPOUNDS IMMEDIATELY UPON FINAL FINISHING OF CONC. SURFACE IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTION AND THE SPECIFICATIONS BELOW.
  2. ALL CONC. SURFACES SHALL HAVE CURING COMPOUNDS ALLIED PER ASTM C-1315, AT 200 S.F. PER GAL.
  3. ALL CURING COMPOUNDS SHALL BE TYPE 1 (CLEAR) AND CONTAIN ACRYLIC BASED CLASS B RESTRICTED RESIN SOLIDS.
- NOTES**
1. INSTALLATION SHALL BE CERTIFIED AND IN ACCORDANCE TO AN ON-SITE A.C.I. TECHNICIAN AS SPECIFIED.
  2. SEE GEO-TECHNICAL RECOMMENDATIONS FOR GROSS WEIGHT REQUIREMENTS.
  3. IF NO DESIGN IS DEFINED IN CHART, SEE GEOTECH REPORT FOR FINAL PAVEMENT SECTION.
  4. IF DESIGN IS DEFINED IN CHART, IT SHOULD BE CONSIDERED FOR BIDDING PURPOSES ONLY. REFER TO GEOTECH FOR FINAL PAVEMENT SECTION.

**1 CONCRETE PVMT./WALK/PAD- NO FIBER**  
N T S (PRIVATE PROPERTY)



**2 COMPACTED CRUSHED GRANITE PAVEMENT - 2" OVER 6"**  
N T S



DATE SIGNED: 1/22/2026  
DATE EXPIRES: 6/30/2026

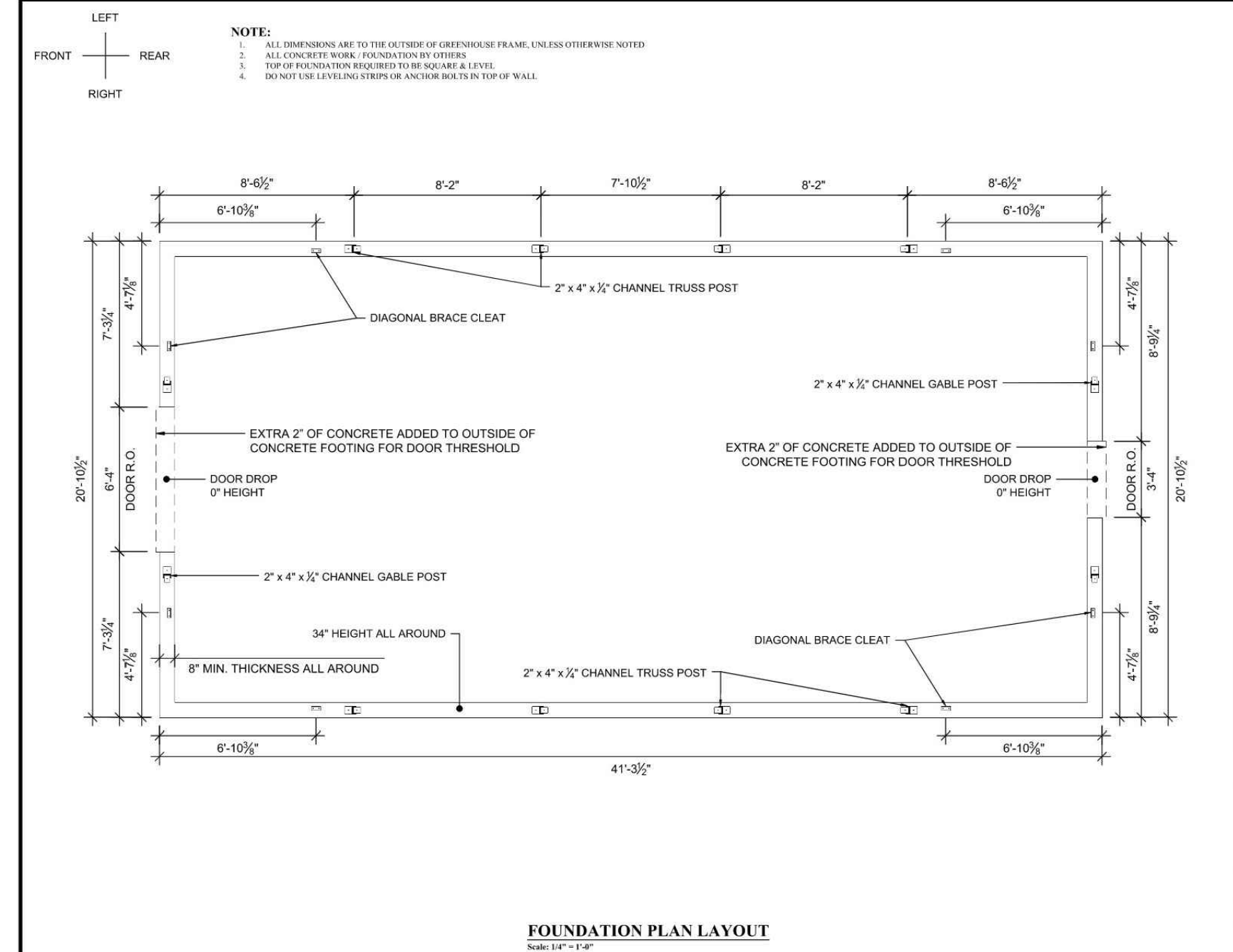
**CROSS COUNTRY GREENHOUSES**  
HOBBY AND CUSTOM

CT 20 40 SG6SG6L+

**GLOBAL ACADEMY**  
3000 5th STREET NW  
NEW BRIGHTON, MN 55112

ED

02A



DATE SIGNED: 1/22/2026  
DATE EXPIRES: 6/30/2026

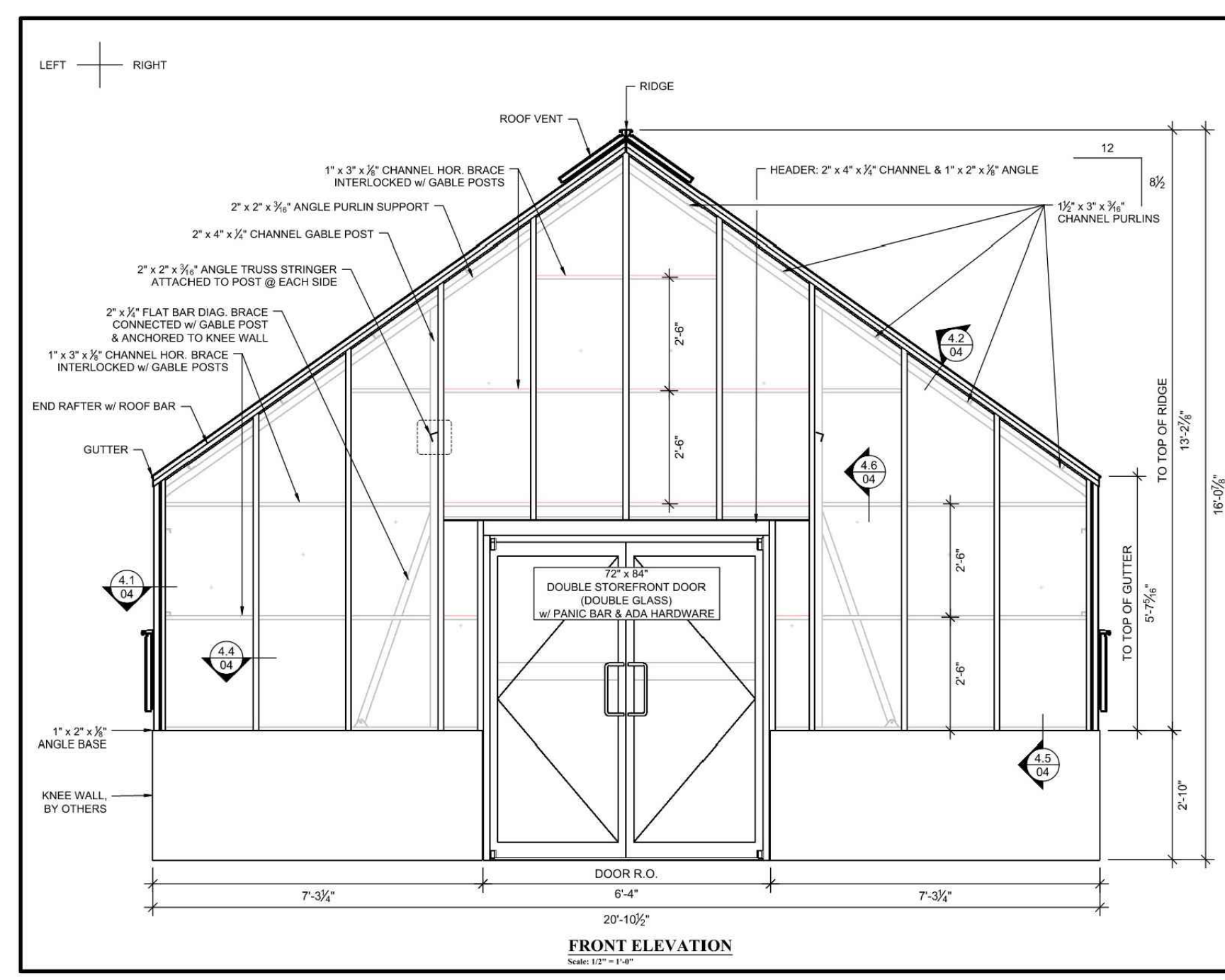
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CT 20 40 SG6SG6L+

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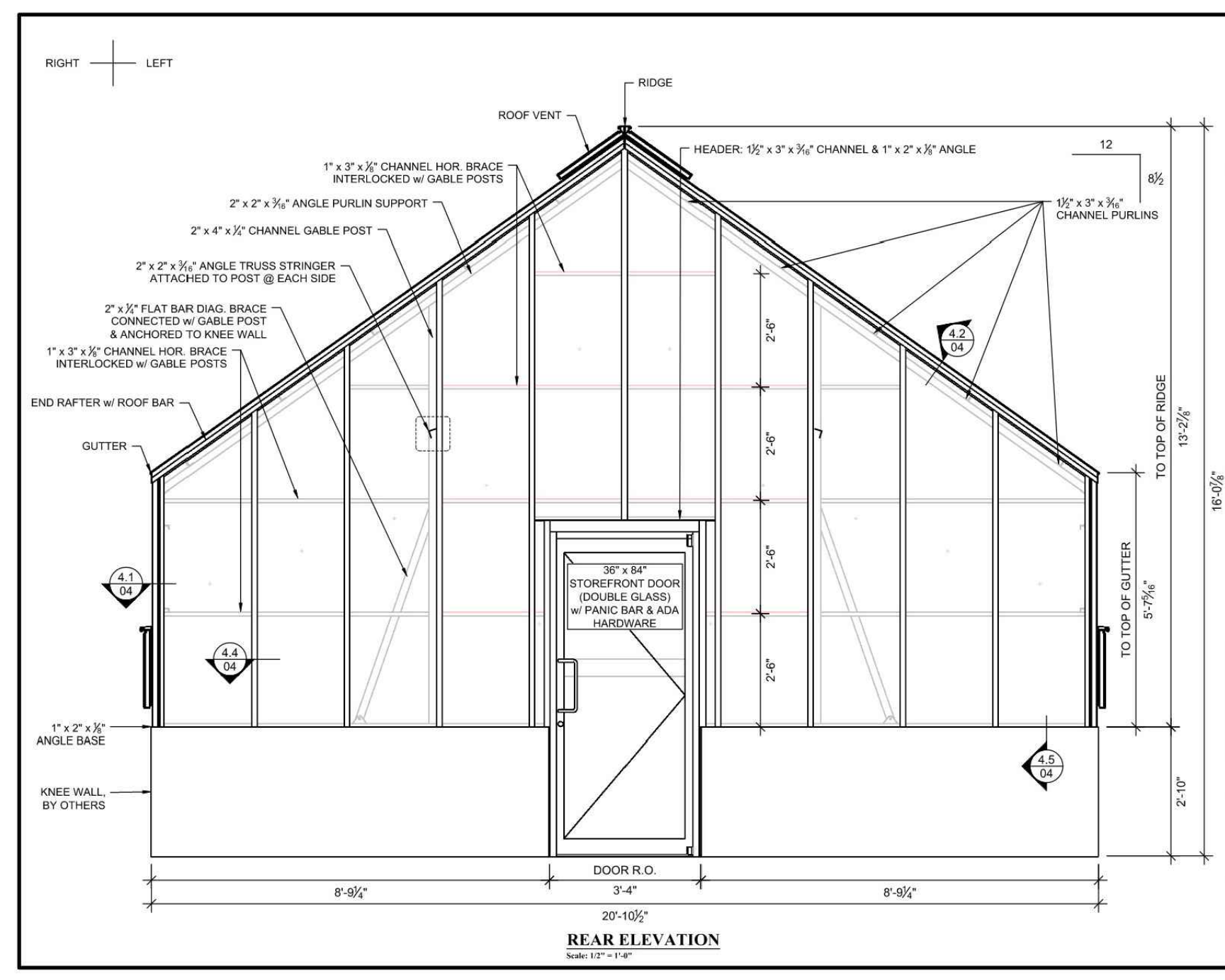
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CT 20 40 SG6SG6L+

**GLOBAL ACADEMY**  
3000 5th STREET NW  
NEW BRIGHTON, MN 55112

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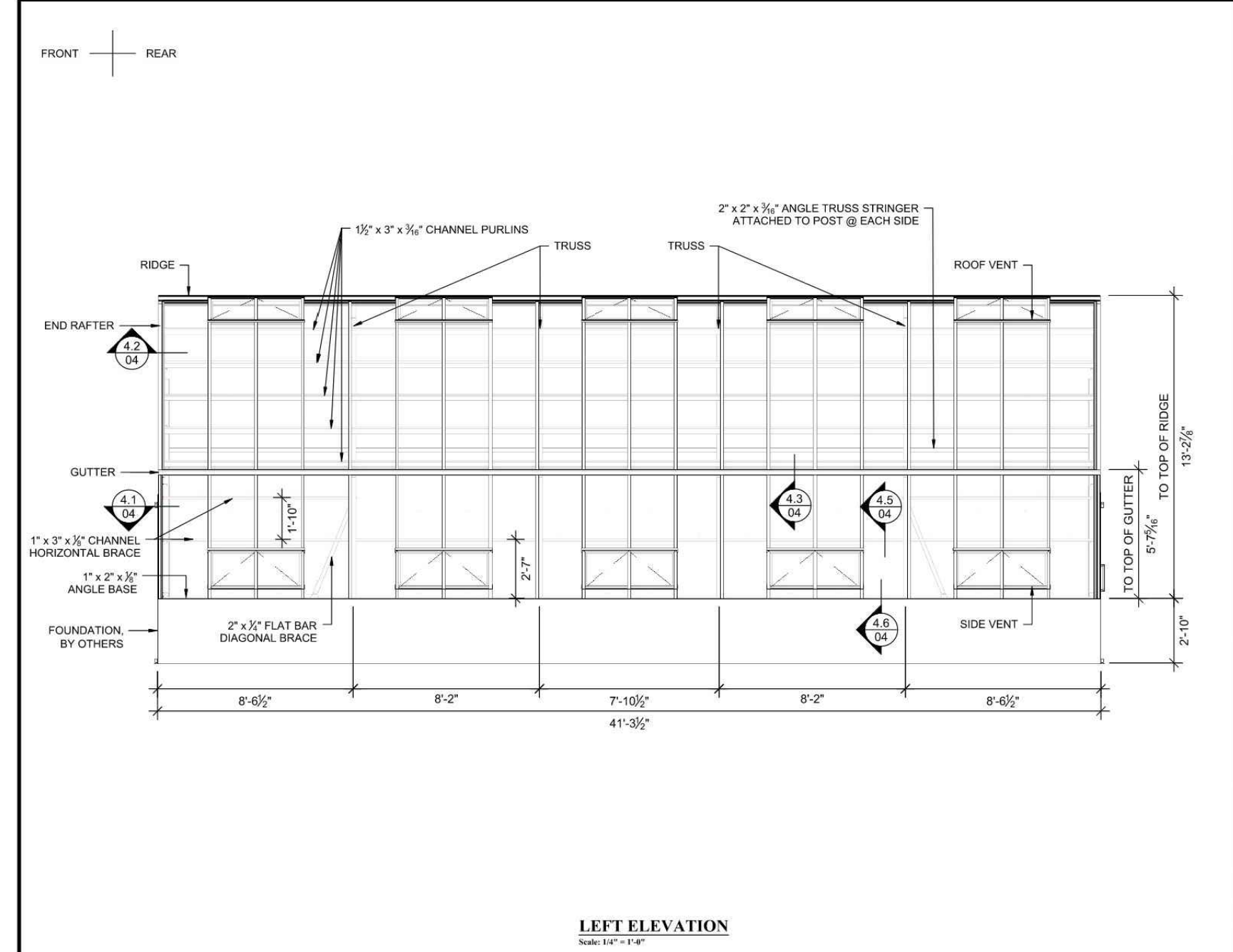
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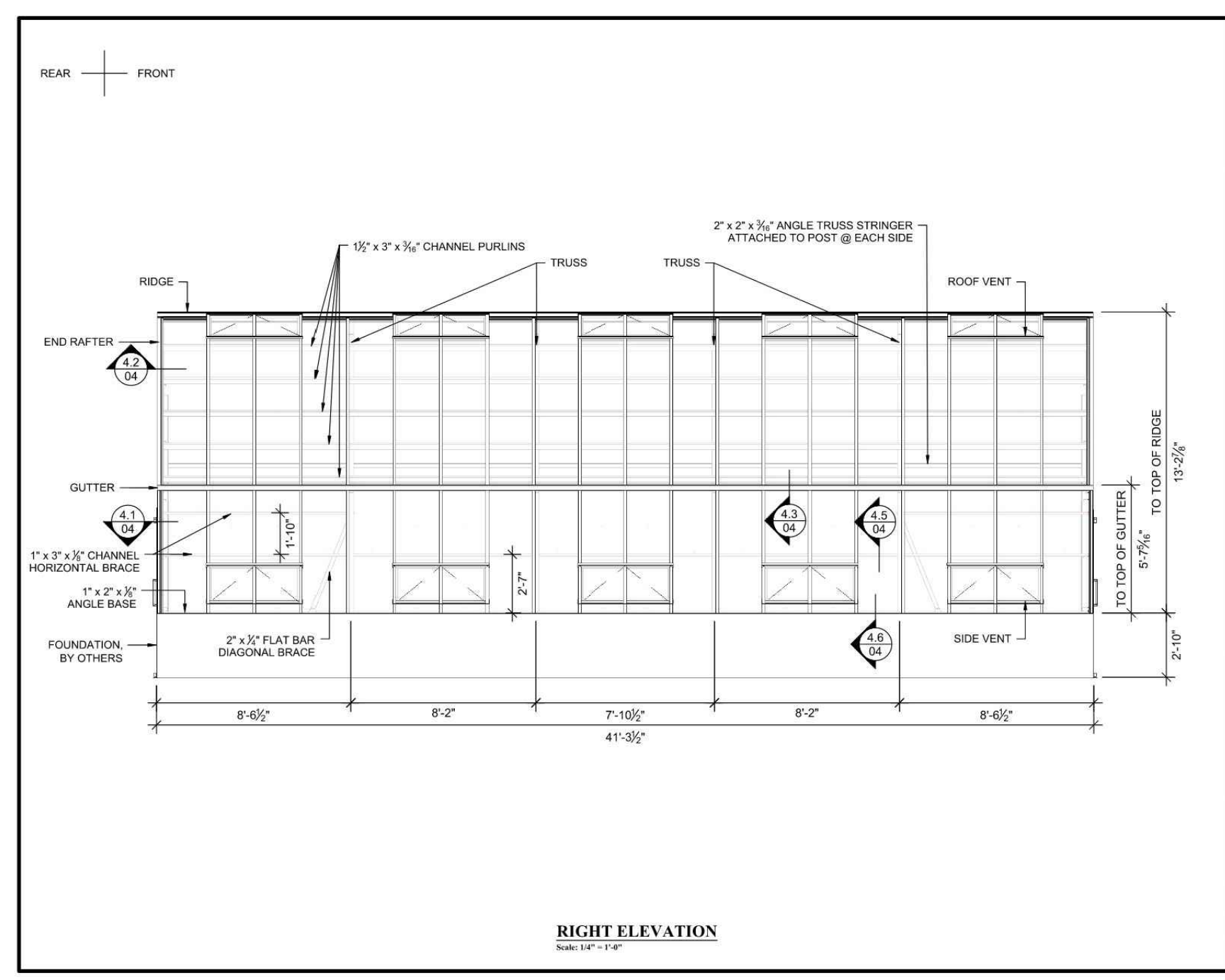
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HOBBY AND CUSTOM

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3000 5th STREET NW  
NEW BRIGHTON, MN 55112

ED

03C



DATE SIGNED: 1/22/2026  
DATE EXPIRES: 6/30/2026

**CROSS COUNTRY GREENHOUSES**  
HOBBY AND CUSTOM

CT 20 40 SG6SG6L+

**GLOBAL ACADEMY**  
3000 5th STREET NW  
NEW BRIGHTON, MN 55112

ED

03D

**GLOBAL ACADEMY GREENHOUSE**  
555 STINSON BOULEVARD, NEW BRIGHTON, MN 55112  
OWNER  
**GLOBAL ACADEMY**  
3000 5TH STREET NORTHWEST, NEW BRIGHTON, MN 55112

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

Matthew R. Pavak  
DATE 05/18/2026 LICENSE NO. 44263

**ISSUE/SUBMITTAL SUMMARY**

DATE	DESCRIPTION
04/08/2026	PERMIT SET
05/18/2026	CITY RESUBMITTAL

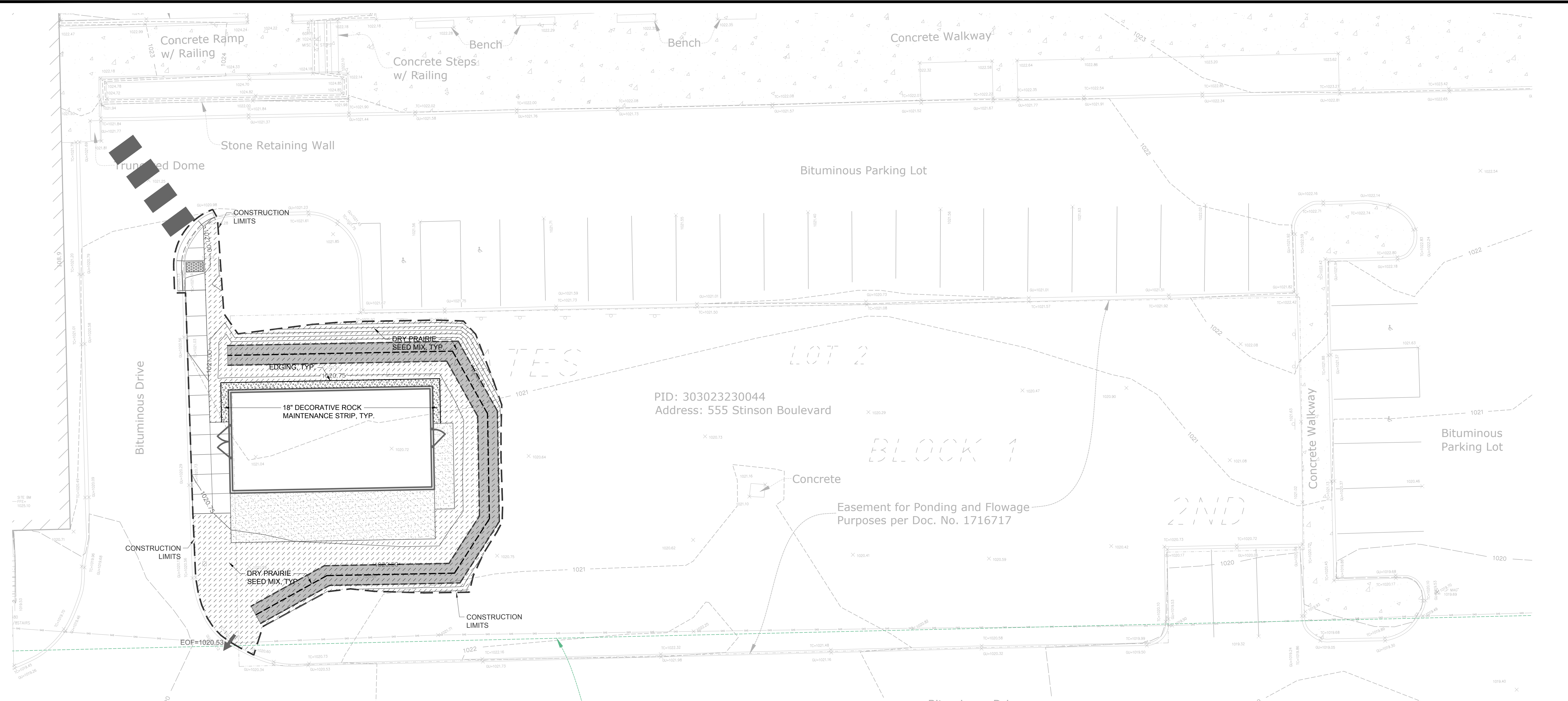
**REVISION SUMMARY**

DATE	DESCRIPTION

**PROJECT MANAGER: PATRICK SARVER**

CONTACT NUMBER: 612-215-0560 X 702  
DRAWN BY: ND  
REVIEWED BY: P/S  
PROJECT NUMBER: 18017.05

**CIVIL DETAILS**



PID: 303023230044  
Address: 555 Stinson Boulevard

**LANDSCAPE NOTES:**

- ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
- REFERENCE MULCH SCHEDULE FOR MULCH MATERIALS AND LOCATIONS.
- ALL TREES SHALL BE MULCHED WITH SHREDDED CEDAR MULCH TO OUTER EDGE OF SAUCER OR TO EDGE OF PLANTING BED, IF APPLICABLE. ALL MULCH SHALL BE KEPT WITHIN A MINIMUM OF 2" FROM TREE TRUNK.
- IF SHOWN ON PLAN, RANDOM SIZED LIMESTONE BOULDERS COLOR AND SIZE TO COMPLIMENT NEW LANDSCAPING. OWNER TO APPROVE BOULDER SAMPLES PRIOR TO INSTALLATION.
- PLANT MATERIALS SHALL CONFORM WITH THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS AND SHALL BE OF HARDY STOCK, FREE FROM DISEASE, DAMAGE AND DISFIGURATION. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING PLUMPNESS OF PLANT MATERIAL FOR DURATION OF ACCEPTANCE PERIOD.
- UPON DISCOVERY OF A DISCREPANCY BETWEEN THE QUANTITY OF PLANTS SHOWN ON THE SCHEDULE AND THE QUANTITY SHOWN ON THE PLAN, THE PLAN SHALL GOVERN.
- CONDITION OF VEGETATION SHALL BE MONITORED BY THE LANDSCAPE ARCHITECT THROUGHOUT THE DURATION OF THE CONTRACT. LANDSCAPE MATERIALS PART OF THE CONTRACT SHALL BE WARRANTED FOR TWO (2) FULL GROWING SEASONS FROM SUBSTANTIAL COMPLETION DATE.
- ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL RECEIVE 6" LAYER TOPSOIL AND SOD AS SPECIFIED UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- COORDINATE LOCATION OF VEGETATION WITH UNDERGROUND AND OVERHEAD UTILITIES, LIGHTING FIXTURES, DOORS AND WINDOWS. CONTRACTOR SHALL STAKE IN THE FIELD FINAL LOCATION OF TREES AND SHRUBS FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- ALL PLANT MATERIALS SHALL BE WATERED AND MAINTAINED UNTIL ACCEPTANCE.
- REPAIR AT NO COST TO OWNER ALL DAMAGE RESULTING FROM LANDSCAPE CONTRACTOR'S ACTIVITIES.
- SWEEP AND MAINTAIN ALL PAVED SURFACES FREE OF DEBRIS GENERATED FROM LANDSCAPE CONTRACTOR'S ACTIVITIES.
- PROVIDE SITE WIDE IRRIGATION SYSTEM DESIGN AND INSTALLATION. SYSTEM SHALL BE FULLY PROGRAMMABLE AND CAPABLE OF ALTERNATE DATE WATERING. THE SYSTEM SHALL PROVIDE HEAD TO HEAD OR DRIP COVERAGE AND BE CAPABLE OF DELIVERING ONE INCH OF PRECIPITATION PER WEEK. SYSTEM SHALL EXTEND INTO THE PUBLIC RIGHT-OF-WAY TO THE EDGE OF PAVEMENT/BACK OF CURB.
- CONTRACTOR SHALL SECURE APPROVAL OF PROPOSED IRRIGATION SYSTEM INCLUDING PRICING FROM OWNER, PRIOR TO INSTALLATION.

**POLLINATOR SAFE PLANT MATERIAL:**

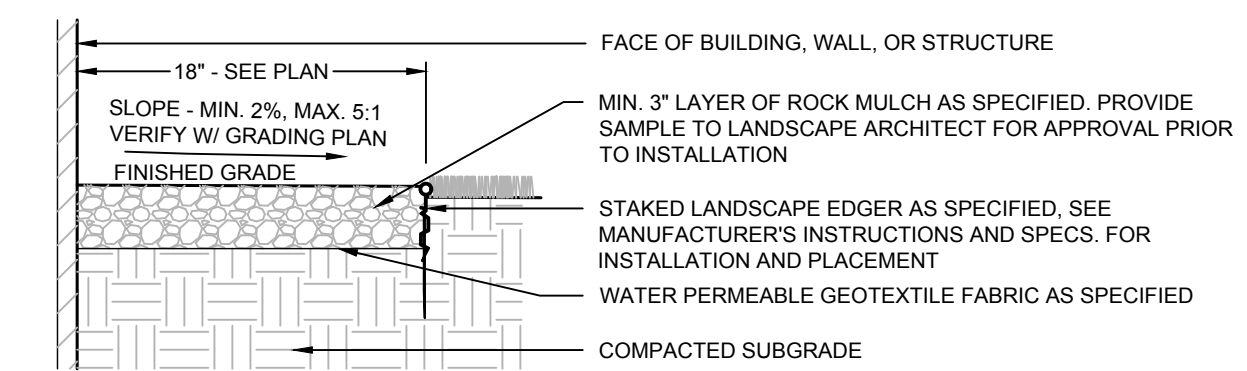
- THE CONTRACTOR SHALL PROVIDE ONLY PLANT MATERIAL FREE OF NEONICOTINOID BASED INSECTICIDES AND/OR TREATMENTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO IMIDACLOPRID (CONFIDOR, ADMIRE, GAUCHO, ADVOCATE), THIAMETHOXAM (ACTARA, PLATINUM, CRUISER), CLOTHIANIDIN (PONCHO, DANTOSU, DANTOP), ACETAMIPRID (MOSPILAN, ASSAIL, CHIPCOTRISTAR), THIACTOPRID (CALYPSO), DINOTEFURAN (STARKLE, SAFARI, VENOM), AND NITENPYRAM (CAPSTAR, GUARDIAN).
- CONTRACTOR SHALL CERTIFY, THROUGH SUPPLIERS POLICY STATEMENT OR AFFIDAVIT, THAT NO NEONICOTINOID BASED INSECTICIDES HAVE BEEN USED ON SITE OR DIRECTLY ADJACENT TO THE GROWING OR STORAGE PLOTS OF THE SUPPLIED PLANT MATERIAL, INCLUDING THE PLANTING OF AGRICULTURAL (OR OTHER) SEED TREATED WITH NEONICS.

MULCH SCHEDULE				
AREA	MULCH TYPE	EDGING	FABRIC	REMARKS
TREE RINGS	4" DEPTH, SHREDDED CEDAR	YES	NO	SEE DETAIL SHT. L1.1
PLANTING BEDS	4" DEPTH, SHREDDED CEDAR	YES	NO	
MAINT. STRIP AT BUILDING FOUNDATION	NA	NA	NA	
NATIVE SEED AREAS	NA	NA	NA	

NOTE: COORDINATE ALL MULCH AND PLANTING BED MATERIAL PRIOR TO INSTALLATION. PROVIDE SAMPLES AND SHOP DRAWINGS/PHOTOS/DATA SHEETS OF ALL MATERIALS

PLANTING SEASON SCHEDULE			
SEASON	CONIFEROUS	DECIDUOUS	REMARKS
SPRING PLANTING	APRIL 15 - JUNE 15	APRIL 15 - JUNE 15	
FALL PLANTING	AUGUST 21 - SEPTEMBER 30	AUGUST 15 - NOVEMBER 15	

NOTE: ADJUSTMENTS TO PLANTING DATES MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.



**1 AGGREGATE MAINTENANCE STRIP**  
NTS

**LANDSCAPE PLAN LEGEND:**

SYMBOL	COMMON / BOTANICAL NAME
	ROCK MAINTENANCE STRIP / ROCK MAINTENANCE STRIP
	MN SEED MIX #35-221 DRY PRAIRIE GENERAL, / MNDOT - GENERAL RESTORATION
	PROPOSED DECIDUOUS AND EVERGREEN SHRUB SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES
	PROPOSED PERENNIAL PLANT SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES
	EDGING - SHALL BE COMMERCIAL GRADE, 4" DEPTH ALUMINUM, BLACK OR DARK GREEN IN COLOR. INCLUDE ALL CONNECTORS, STAKES, & ALL APPURTENANCES PER MANUF. INSTALL PER MANUF. INSTRUCT./SPECS.
	DECORATIVE BOULDERS (ROUNDED & BLOCK STYLE), 18"-30" DIA.
	CONSTRUCTION LIMITS

**PROJECT**  
**GLOBAL ACADEMY GREENHOUSE**  
555 STINSON BOULEVARD, NEW BRIGHTON, MN 55112  
**OWNER**  
**GLOBAL ACADEMY**  
3000 5TH STREET NORTHWEST, NEW BRIGHTON, MN 55112

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

Patrick J. Sarver  
DATE 05/18/2026 LICENSE NO. 24904

ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
04/08/2026	PERMIT SET
05/18/2026	CITY RESUBMITTAL

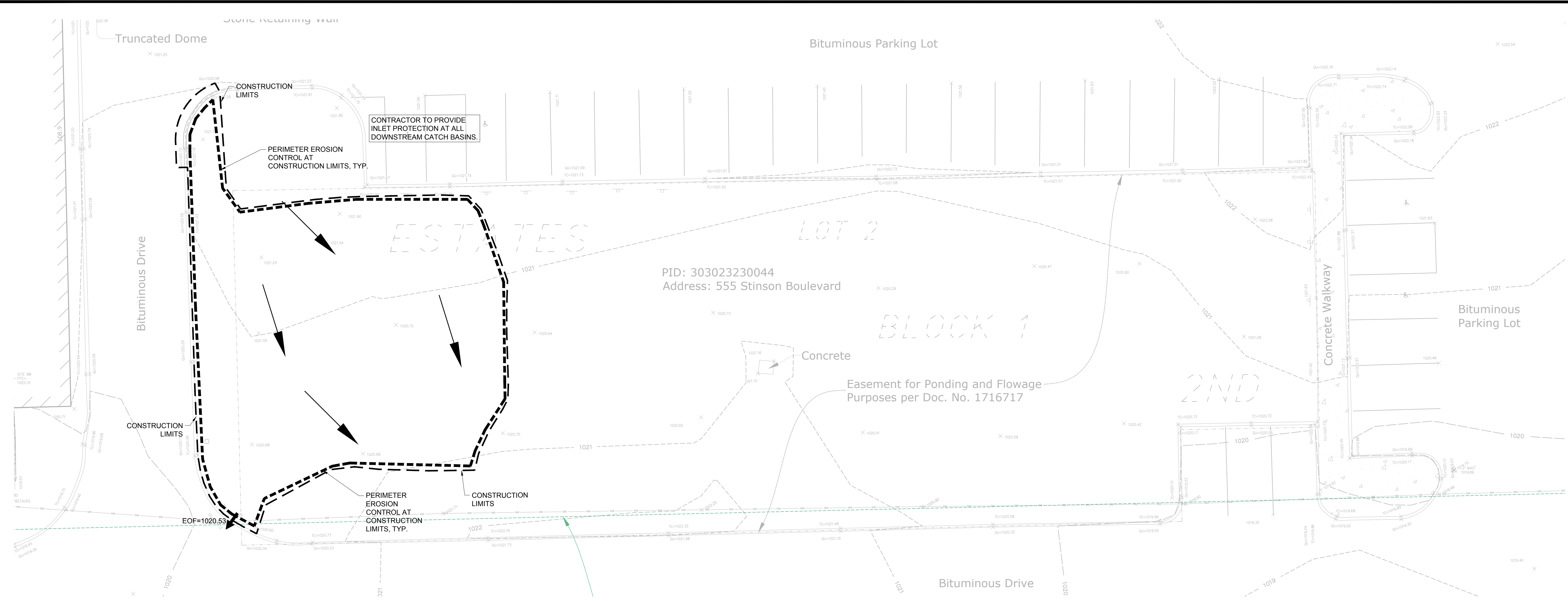
REVISION SUMMARY	
DATE	DESCRIPTION

REVISION SUMMARY	
DATE	DESCRIPTION

**LANDSCAPE PLAN**

**L1.0**

811  
Know what's below.  
Call before you dig.  
1" = 10'-0"  
5'-0" 0 10'-0"



PID: 303023230044  
Address: 555 Stinson Boulevard

ALL SPECIFIED EROSION AND SEDIMENT CONTROL PRACTICES, AND MEASURES CONTAINED IN THIS SWPPP ARE THE MINIMUM REQUIREMENTS. ADDITIONAL PRACTICES MAY BE REQUIRED DURING THE COURSE OF CONSTRUCTION.

**CITY OF NEW BRIGHTON EROSION CONTROL NOTES:**  
1. RESERVED FOR CITY SPECIFIC EROSION CONTROL NOTES.

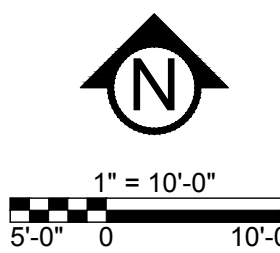
- SWPPP NOTES:**
- ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS. 48 HOURS PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
  - THIS PROJECT IS LESS THAN ONE ACRE AND WILL NOT REQUIRE AN MPCA NPDES PERMIT. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY EROSION CONTROL PERMITS REQUIRED BY THE CITY.
  - SEE SHEETS SW1.0 - SW1.3 FOR ALL EROSION CONTROL NOTES, DESCRIPTIONS, AND PRACTICES.
  - SEE GRADING PLAN FOR ADDITIONAL GRADING AND EROSION CONTROL NOTES.
  - CONTRACTOR IS RESPONSIBLE FOR SWPPP IMPLEMENTATION, INSPECTIONS, MAINTENANCE AND COMPLIANCE WITH THE PERMIT.

**SWPPP LEGEND:**

	EX. 1' CONTOUR ELEVATION INTERVAL
	DRAINAGE ARROW
	SILT FENCE / BIOROLL - GRADING LIMIT
	INLET PROTECTION
	STABILIZED CONSTRUCTION ENTRANCE



Know what's below.  
Call before you dig.



**PROJECT**  
GLOBAL ACADEMY GREENHOUSE  
555 STINSON BOULEVARD, NEW BRIGHTON, MN 55112

**OWNER**  
GLOBAL ACADEMY  
3000 5TH STREET NORTHWEST, NEW BRIGHTON, MN 55112

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

Matthew R. Pavak  
DATE 05/18/2026 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
04/08/2026	PERMIT SET
05/18/2026	CITY RESUBMITTAL

PROJECT MANAGER	PATRICK SARVER
CONTRACT NUMBER	612-615-0060 X 702
DRAWN BY	ND
REVIEWED BY	PS
PROJECT NUMBER	18517.05

REVISION SUMMARY	
DATE	DESCRIPTION

SWPPP - EXISTING CONDITIONS

**SW1.0**



THE CONTRACTOR AND ALL SUBCONTRACTORS INVOLVED WITH A CONSTRUCTION ACTIVITY THAT DISTURBS SITE SOIL OR WHO IMPLEMENT A POLLUTANT CONTROL MEASURE IDENTIFIED IN THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) MUST COMPLY WITH THE REQUIREMENTS OF THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT (DATED AUGUST 1, 2018 # MNR10001) AND ANY LOCAL GOVERNING AGENCY HAVING JURISDICTION CONCERNING EROSION AND SEDIMENTATION CONTROL.

### STORMWATER DISCHARGE DESIGN REQUIREMENTS

#### SWPPP

THE NATURE OF THIS PROJECT WILL BE CONSISTENT WITH WHAT IS REPRESENTED IN THIS SET OF CONSTRUCTION PLANS AND SPECIFICATIONS. SEE THE SWPPP PLAN SHEETS AND SWPPP NARRATIVE (ATTACHMENT A CONSTRUCTION SWPPP TEMPLATE) FOR ADDITIONAL SITE SPECIFIC SWPPP INFORMATION. THE PLANS SHOW LOCATIONS AND TYPES OF ALL TEMPORARY AND PERMANENT EROSION PREVENTION AND SEDIMENT CONTROL BMP'S. STANDARD DETAILS ARE ATTACHED TO THIS SWPPP DOCUMENT.

THE INTENDED SEQUENCING OF MAJOR CONSTRUCTION ACTIVITIES IS AS FOLLOWS:

- 1. INSTALL STABILIZED ROCK CONSTRUCTION ENTRANCE
2. INSTALLATION OF SILT FENCE AROUND SITE
3. INSTALL ORANGE CONSTRUCTION FENCING AROUND INFILTRATION AREAS
4. INSTALL INLET PROTECTION AT ALL ADJACENT AND DOWNSTREAM CATCH BASINS
5. CLEAR AND GRUB FOR TEMPORARY SEDIMENT BASIN / POND INSTALL
6. CONSTRUCT TEMPORARY SEDIMENT BASIN / POND (SECTION 14)
7. CLEAR AND GRUB REMAINDER OF SITE
8. STRIP AND STOCKPILE TOP SOIL
9. ROUGH GRADING OF SITE
10. STABILIZE DENUDED AREAS AND STOCKPILES
11. INSTALL SANITARY SEWER, WATER MAIN STORM SEWER AND SERVICES
12. INSTALL SILT FENCE / INLET PROTECTION AROUND CBS
13. INSTALL STREET SECTION
14. INSTALL CURB AND GUTTER
15. BITUMINOUS ON STREETS
16. FINAL GRADE BOLLIVARD, INSTALL SEED AND MULCH
17. REMOVE ACCUMULATED SEDIMENT FROM BASIN/ POND
18. FINAL GRADE POND / INFILTRATION BASINS (DO NOT COMPACT SOILS IN INFILTRATION AREAS.)
19. WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED BY EITHER SEED OR SOIL/LANDSCAPING, REMOVE SILT FENCE AND RESEED ANY AREAS DISTURBED BY THE REMOVAL.

#### RECORDS RETENTION:

THE SWPPP (ORIGINAL OR COPIES) INCLUDING, ALL CHANGES TO IT, AND INSPECTIONS AND MAINTENANCE RECORDS MUST BE KEPT AT THE SITE DURING CONSTRUCTION BY THE PERMITEE WHO HAS OPERATIONAL CONTROL OF THAT PORTION OF THE SITE. THE SWPPP CAN BE KEPT IN EITHER THE FIELD OFFICE OR IN AN ON SITE VEHICLE DURING NORMAL WORKING HOURS.

ALL OWNER(S) MUST KEEP THE SWPPP, ALONG WITH THE FOLLOWING ADDITIONAL RECORDS, ON FILE FOR THREE (3) YEARS AFTER SUBMITTAL OF THE NOT AS OUTLINED IN SECTION 4. THIS DOES NOT INCLUDE ANY RECORDS AFTER SUBMITTAL OF THE NOT.

- 1. THE FINAL SWPPP;
2. RECORDS OF ALL STORMWATER RELATED PERMITS REQUIRED FOR THE PROJECT;
3. RECORDS OF ALL INSPECTION AND MAINTENANCE CONDUCTED DURING CONSTRUCTION (SEE SECTION 11, INSPECTIONS AND MAINTENANCE);
4. ALL PERMANENT OPERATION AND MAINTENANCE AGREEMENTS THAT HAVE BEEN IMPLEMENTED, INCLUDING ALL RIGHT OF WAY, CONTRACTS, COVENANTS AND OTHER BINDING REQUIREMENTS REGARDING PERPETUAL MAINTENANCE; AND
5. ALL REQUIRED CALCULATIONS FOR DESIGN OF THE TEMPORARY AND PERMANENT STORMWATER MANAGEMENT SYSTEMS.

#### SWPPP IMPLEMENTATION RESPONSIBILITIES:

- 1. THE OWNER AND CONTRACTOR ARE PERMITEE(S) AS IDENTIFIED BY THE NPDES PERMIT.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ON-SITE IMPLEMENTATION OF THE SWPPP, INCLUDING THE ACTIVITIES OF ALL OF THE CONTRACTORS SUBCONTRACTORS.
3. CONTRACTOR SHALL PROVIDE A PERSON(S) KNOWLEDGEABLE AND EXPERIENCED IN THE APPLICATION OF EROSION PREVENTION AND SEDIMENT CONTROL BMP'S TO OVERSEE ALL INSTALLATION AND MAINTENANCE OF BMP'S AND IMPLEMENTATION OF THE SWPPP.
4. CONTRACTOR SHALL PROVIDE PERSON(S) MEETING THE TRAINING REQUIREMENTS OF THE NPDES PERMIT TO CONDUCT INSPECTIONS AND MAINTENANCE OF EROSION PREVENTION AND SEDIMENT CONTROL BMP'S IN ACCORDANCE WITH THE REQUIREMENTS OF THE PERMIT. ONE OF THESE INDIVIDUAL(S) MUST BE AVAILABLE FOR AN ONSITE INSPECTION WITHIN 72 HOURS UPON REQUEST BY MPCA. CONTRACTOR SHALL PROVIDE TRAINING DOCUMENTATION FOR THESE INDIVIDUAL(S) AS REQUIRED BY THE NPDES PERMIT. THIS TRAINING DOCUMENTATION SHALL BE RECORDED IN WR OR WITH THE SWPPP BEFORE THE START OF CONSTRUCTION OR AS SOON AS THE PERSONNEL FOR THE PROJECT HAVE BEEN DETERMINED. DOCUMENTATION SHALL INCLUDE:
4.1. NAMES OF THE PERSONNEL ASSOCIATED WITH THE PROJECT THAT ARE REQUIRED TO BE TRAINED PER SECTION 21 OF THE PERMIT.
4.2. DATES OF TRAINING AND NAME OF INSTRUCTOR AND ENTITY PROVIDING TRAINING.
4.3. CONTENT OF TRAINING COURSE OR WORKSHOP INCLUDING THE NUMBER OF HOURS OF TRAINING.
5. FOLLOWING FINAL STABILIZATION AND THE TERMINATION OF COVERAGE FOR THE NPDES PERMIT, THE OWNER IS EXPECTED TO FURNISH LONG TERM OPERATION AND MAINTENANCE (O & M) OF THE PERMANENT STORM WATER MANAGEMENT SYSTEM.

### CONSTRUCTION ACTIVITY REQUIREMENTS

#### SWPPP AMENDMENTS (SECTION 6):

- 1. 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.
2. PERMITEES MUST AMEND THE SWPPP TO INCLUDE ADDITIONAL OR MODIFIED BMP'S 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.
3. PERMITEES MUST AMEND THE SWPPP TO CORRECT ADDITIONAL OR MODIFIED BMP'S 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.
4. PERMITEES MUST AMEND THE SWPPP TO CORRECT ADDITIONAL OR MODIFIED BMP'S 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.

#### BMP SELECTION AND INSTALLATION (SECTION 7):

- 1. PERMITEES MUST SELECT, INSTALL, AND MAINTAIN THE BMP'S 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.

#### EROSION PREVENTION (SECTION 8):

- 1. BEFORE WORK BEGINS, PERMITEES MUST DELINEATE THE LOCATION OF AREAS NOT TO BE DISTURBED.
2. PERMITEES MUST MINIMIZE THE NEED FOR DISTURBANCE OF PORTIONS OF THE PROJECT WITH STEEP SLOPES. WHEN STEEP SLOPES MUST BE DISTURBED, PERMITEES MUST USE TECHNIQUES SUCH AS PHASING AND STABILIZATION PRACTICES DESIGNED FOR STEEP SLOPES (E.G., SLOPE DRAINING AND TERRACING).
3. PERMITEES MUST STABILIZE ALL EXPOSED SOIL 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 14 CALENDAR DAYS. STABILIZATION MUST BE COMPLETED NO LATER THAN 14 CALENDAR DAYS 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 PERMITEES MUST PROVIDE SEDIMENT CONTROLS AT THE BASE OF THE STOCKPILE.
4. FOR PUBLIC WATERS THAT THE MINNESOTA DNR HAS PROMULGATED "WORK IN WATER RESTRICTIONS" DURING SPECIFIED FISH SPAWNING TIME FRAMES, PERMITEES 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.
5. PERMITEES 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. PERMITEES 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.
6. 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. PERMITEES MUST STABILIZE THESE AREAS WITHIN 24 HOURS AFTER THEIR USE AS A SEDIMENT CONTAINMENT SYSTEM CEASES.
7. PERMITEES 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.
8. PERMITEES 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.

- 9. PERMITEES MUST NOT DISTURB MORE LAND (I.E., PHASING) THAN CAN BE EFFECTIVELY INSPECTED AND MAINTAINED IN ACCORDANCE WITH SECTION 11.

#### SEDIMENT CONTROL (SECTION 9):

- 1. PERMITEES MUST ESTABLISH SEDIMENT CONTROL BMP'S ON ALL DOWNGRADIENT PERIMETERS OF THE SITE AND DOWNGRADIENT AREAS OF THE SITE THAT DRAIN TO ANY SURFACE WATER, INCLUDING CURB AND GUTTER SYSTEMS. PERMITEES MUST LOCATE SEDIMENT CONTROL PRACTICES UPGRADIENT OF ANY BUFFER ZONES. PERMITEES 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.
2. IF DOWNGRADIENT SEDIMENT CONTROLS ARE OVERLOADED, BASED ON FREQUENT FAILURE OR EXCESSIVE MAINTENANCE REQUIREMENTS, PERMITEES MUST INSTALL ADDITIONAL UPGRADIENT SEDIMENT CONTROL PRACTICES OR REDUNDANT BMP'S TO ELIMINATE THE OVERLOADING AND AMEND THE SWPPP TO IDENTIFY THESE ADDITIONAL PRACTICES AS REQUIRED IN ITEM 6.3.
3. 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.
4. 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, PERMITEES MUST INSTALL AN UPLAND PERIMETER CONTROL PRACTICE IF EXPOSED SOILS STILL DRAIN TO A SURFACE WATER.
5. PERMITEES 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, PERMITEES MUST RE-INSTALL SEDIMENT CONTROL PRACTICES BEFORE THE NEXT PRECIPITATION EVENT EVEN IF THE SHORT-TERM ACTIVITY IS NOT COMPLETE.
6. PERMITEES MUST PROTECT ALL STORM DRAIN INLETS USING APPROPRIATE BMP'S DURING CONSTRUCTION UNTIL THEY ESTABLISH PERMANENT COVER ON ALL AREAS WITH POTENTIAL FOR DISCHARGING TO THE INLET.
7. PERMITEES MAY REMOVE INLETS FROM A PARTICULAR AREA IF A SPECIFIC SAFETY CONCERN (E.G., STREET FLOODING/FREEZING) IS IDENTIFIED BY THE PERMITEES OR THE JURISDICTIONAL AUTHORITY (E.G., CITY/COUNTY/TOWNSHIP/MINNESOTA DEPARTMENT OF TRANSPORTATION ENGINEER). PERMITEES MUST DOCUMENT THE NEED FOR REMOVAL IN THE SWPPP.
8. PERMITEES MUST PROVIDE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS AT THE BASE OF STOCKPILES ON THE DOWNGRADIENT SIDE OF THE STOCKPILE.
9. PERMITEES 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.
10. PERMITEES MUST INSTALL A VEHICLE TRACKING BMP TO MINIMIZE THE TRACK OUT OF SEDIMENT FROM THE CONSTRUCTION SITE OR ONTO PAVED ROADS WITHIN THE SITE.
11. PERMITEES MUST USE STREET SWEEPING IF VEHICLE TRACKING BMP'S ARE NOT ADEQUATE TO PREVENT SEDIMENT TRACKING OUT OF THE STREET.
12. PERMITEES MUST INSTALL TEMPORARY SEDIMENT BASINS AS REQUIRED IN SECTION 14.
13. IN MANY AREAS OF THE SITE WHERE FINAL VEGETATIVE STABILIZATION WILL OCCUR, PERMITEES MUST RESTRICT VEHICLE AND EQUIPMENT USE TO MINIMIZE SOIL COMPACTION.
14. PERMITEES MUST PRESERVE TOPSOIL ON THE SITE, UNLESS INFEASIBLE.
15. PERMITEES MUST DIRECT DISCHARGES FROM BMP'S TO VEGETATED AREAS UNLESS INFEASIBLE.
16. PERMITEES MUST MAINTAIN 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. PERMITEES MUST INSTALL PERIMETER SEDIMENT CONTROLS AT LEAST 5 FEET APART UNLESS LIMITED BY LACK OF AVAILABLE SPACE. BUFFER AREAS 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, PERMITEES MUST DOCUMENT THE REASONS IN THE SWPPP. SHEET PILING IS A REDUNDANT PERIMETER CONTROL IF INSTALLED IN A MANNER THAT RETAINS DATE OF THE NOT.
17. PERMITEES 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 PERMITEES 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.

#### DEWATERING AND BASIN DRAINING (SECTION 10):

- 1. PERMITEES MUST DISCHARGE TURBID OR SEDIMENT-LODEN 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. PERMITEES MAY DEWATER TO SURFACE WATERS IF THEY VISUALLY CHECK TO ENSURE ADEQUATE TREATMENT HAS BEEN OBTAINED AND DISCHARGE CONDITIONS (SEE MINN. R. 7050.0210, SUBP. 2) WILL NOT RESULT FROM THE DISCHARGE. IF PERMITEES CANNOT DISCHARGE THE WATER TO A SEDIMENTATION BASIN PRIOR TO ENTERING A SURFACE WATER, PERMITEES MUST TREAT IT WITH APPROPRIATE BMP'S SUCH THAT THE DISCHARGE DOES NOT ADVERSELY AFFECT THE SURFACE WATER OR DOWNSTREAM PROPERTIES.
2. IF PERMITEES 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.
3. PERMITEES 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.
4. IF PERMITEES 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.

#### INSPECTIONS AND MAINTENANCE (SECTION 11):

- 1. PERMITEES 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.
2. PERMITEES MUST INSPECT AND MAINTAIN ALL PERMANENT STORMWATER TREATMENT BMP'S.
3. PERMITEES MUST INSPECT ALL EROSION PREVENTION AND SEDIMENT CONTROL BMP'S AND POLLUTION PREVENTION MATERIALS, INTEGRITY AND EFFECTIVENESS. PERMITEES MUST REPAIR, REPLACE OR SUPPLEMENT ALL NONFUNCTIONAL BMP'S WITH FUNCTIONAL BMP'S BY THE END OF THE NEXT BUSINESS DAY AFTER DISCOVERY UNLESS ANOTHER TIME FRAME IS SPECIFIED IN ITEM 11.5 OR 11.6. PERMITEES MAY TAKE ADDITIONAL TIME IF FIELD CONDITIONS PREVENT ACCESS TO THE AREA.
4. DURING EACH INSPECTION, PERMITEES MUST INSPECT SURFACE WATERS, INCLUDING DRAINAGE DITCHES AND CONVEYANCE SYSTEMS BUT NOT GUTTER SYSTEMS, FOR EVIDENCE OF EROSION AND SEDIMENT DEPOSITION. PERMITEES 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. PERMITEES MUST COMPLETE REMOVAL AND STABILIZATION WITHIN SEVEN (7) CALENDAR DAYS OF DISCOVERY UNLESS PRECLUDED BY LEGAL, REGULATORY, OR PHYSICAL ACCESS CONSTRAINTS. PERMITEES MUST MAKE ALL REASONABLE EFFORTS TO OBTAIN ACCESS. IF PRECLUDED, REMOVAL AND STABILIZATION MUST TAKE PLACE WITHIN SEVEN (7) DAYS OF OBTAINING ACCESS. PERMITEES ARE RESPONSIBLE FOR CONTACTING ALL LOCAL, REGIONAL, STATE AND FEDERAL AUTHORITIES AND RECEIVING ANY APPLICABLE PERMITS, PRIOR TO CONDUCTING ANY WORK IN SURFACE WATERS.
5. PERMITEES 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. PERMITEES 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.
6. PERMITEES 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.
7. PERMITEES 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.
8. PERMITEES 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.
9. PERMITEES 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.
10. PERMITEES 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. PERMITEES 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 SURVEILLANCE; AND

- 1. IF PERMITEES 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
9. 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.

#### POLLUTION PREVENTION MANAGEMENT (SECTION 12):

- 1. PERMITEES 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. PERMITEES 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.
2. PERMITEES 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.
3. PERMITEES 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.
4. PERMITEES MUST PROPERLY STORE, COLLECT AND DISPOSE SOLID WASTE IN COMPLIANCE WITH MINN. R. CH. 7035.
5. PERMITEES MUST POSITION PORTABLE TOILETS SO THEY ARE SECURE AND WILL NOT TIP OR BE KNOCKED OVER. PERMITEES MUST PROPERLY DISPOSE SANITARY WASTE IN ACCORDANCE WITH MINN. R. CH. 7041.
6. PERMITEES 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. PERMITEES 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. PERMITEES MUST REPORT AND CLEAN UP SPILLS IMMEDIATELY AS REQUIRED BY MINN. STAT. 115.061, USING DRY CLEAN UP MEASURES WHERE POSSIBLE.
7. PERMITEES MUST LIMIT VEHICLE EXTERIOR WASHING AND EQUIPMENT TO A DEFINED AREA OF THE SITE. PERMITEES 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. PERMITEES MUST PROPERLY USE AND STORE SOAPS, DETERGENTS, OR SOLVENTS.
8. PERMITEES 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. PERMITEES 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. PERMITEES MUST PROPERLY DISPOSE LIQUID AND SOLID WASTES IN COMPLIANCE WITH MPCA RULES. PERMITEES MUST INSTALL A SIGN INDICATING THE LOCATION OF THE WASHOUT FACILITY.

#### PERMIT TERMINATION (SECTION 4 AND SECTION 13):

- 1. PERMITEES MUST SUBMIT A NOT WITHIN 30 DAYS AFTER ALL TERMINATION CONDITIONS LISTED IN SECTION 13 ARE COMPLETE.
2. PERMITEES 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 PERMITEE'S COVERAGE UNDER THIS PERMIT TERMINATES AT MIDNIGHT ON THE SUBMISSION DATE OF THE NOT.
3. PERMITEES 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.
4. PERMITEES 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.
5. PERMITEES MUST REMOVE ALL SEDIMENT FROM CONVEYANCE SYSTEMS PRIOR TO SUBMITTING THE NOT.
6. PERMITEES MUST REMOVE ALL TEMPORARY SYNTHETIC EROSION PREVENTION AND SEDIMENT CONTROL BMP'S PRIOR TO SUBMITTING THE NOT. PERMITEES MAY LEAVE BMP'S DESIGNED TO DECOMPOSE ON-SITE IN PLACE.
7. 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 PERMITEE DISTRIBUTES THE MPCA'S HOMEOWNER FACT SHEET TO THE HOMEOWNER.
8. FOR CONSTRUCTION PROJECTS ON AGRICULTURAL LAND (E.G., PIPELINES ACROSS CROPLAND), PERMITEES MUST RETURN THE DISTURBED LAND TO ITS PRECONSTRUCTION AGRICULTURAL USE PRIOR TO SUBMITTING THE NOT.

#### SEED NOTES:

ALL SEED MIXES AND APPLICATION SHALL BE IN ACCORDANCE WITH THE MNDOT SEEDING MANUAL.

#### GENERAL RECOMMENDATIONS:

THE CONTRACTOR IS RESPONSIBLE TO SALVAGE AND PRESERVE EXISTING TOPSOIL NECESSARY FOR FINAL STABILIZATION AND TO ALSO MINIMIZE COMPACTION IN ALL LANDSCAPE AREAS. IMMEDIATELY BEFORE SEEDING THE SOIL SHALL BE TILLED TO A MINIMUM DEPTH OF 3 INCHES.

#### TEMPORARY EROSION CONTROL SEEDING, MULCHING & BLANKET.

- SEED
• TEMPORARY SEED SHALL BE MNDOT SEED MIX 21-112 (WINTER WHEAT COVER CROP) FOR WINTER AND 21-111 (OATS COVER CROP) FOR SPRING/SUMMER APPLICATIONS. BOTH SEED MIXES SHALL BE APPLIED AT A SEEDING RATE OF 100 LBS/ACRE.

#### MULCH

- IMMEDIATELY AFTER SEEDING, WITHIN 24 HOURS, MNDOT TYPE 1 MULCH SHOULD BE APPLIED TO PROTECT AND ENHANCE SEED GERMINATION. MULCH SHALL BE APPLIED AT 50% COVERAGE (2 TONS PER ACRE OF STRAW MULCH)
SLOPES
• 3:1 (HORIZ/VERT) OR FLATTER MICH SHALL BE COVERED WITH MULCH
• SLOPES STEEPER THAN 3:1 OR DITCH BOTTOMS SHALL BE COVERED WITH EROSION CONTROL BLANKET.
• SEE PLAN FOR MORE DETAILED DITCH AND STEEP SLOPE EROSION CONTROL TREATMENTS.

### TRAINING SECTION 21

DESIGN ENGINEER: DAVID J. KNAEBLE P.E.
TRAINING COURSE: DESIGN OF SWPPP
TRAINING ENTITY: UNIVERSITY OF MINNESOTA
INSTRUCTOR: JOHN CHAPMAN
DATES OF TRAINING COURSE: 8/22/2012- 8/23/2012
TOTAL TRAINING HOURS: 12
DATE OF RECERTIFICATION: 1/3/2025
EXPIRATION: 5/31/2028

### OWNER INFORMATION

GLOBAL ACADEMY
3000 5TH STREET NW
NEW BRIGHTON, MN 55112
BRANDON KROSCH
763-245-0777
BRANDON.KROSCH@GLOBALACADEMY.US

NOTE: QUANTITIES ARE FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR SHALL DETERMINE FOR THEMSELVES THE EXACT QUANTITIES FOR BIDDING AND CONSTRUCTION.

### SWPPP CONTACT PERSON

CONTRACTOR: SWPPP INSPECTOR TRAINING:
ALL SWPPP INSPECTIONS MUST BE PERFORMED BY A PERSON THAT MEETS THE TRAINING REQUIREMENTS OF THE NPDES CONSTRUCTION SITE PERMIT. TRAINING CREDENTIALS SHALL BE PROVIDED BY THE CONTRACTOR AND KEPT ON SITE WITH THE SWPPP

### PARTY RESPONSIBLE FOR LONG TERM OPERATION AND MAINTENANCE OF PERMANENT STORM WATER MANAGEMENT SYSTEM

PERMANENT STORMWATER MANAGEMENT IS NOT REQUIRED AS PART OF THIS PROJECT TO MEET NPDES PERMIT REQUIREMENTS. THE PROPERTY OWNER IS RESPONSIBLE FOR THE LONG TERM OPERATION AND MAINTENANCE OF THE PROPOSED STORMWATER SYSTEM.

### SWPPP ATTACHMENTS (ONLY APPLICABLE IF SITE IS 1 ACRE OR GREATER):

CONTRACTOR SHALL OBTAIN A COPY OF THE FOLLOWING SWPPP ATTACHMENTS WHICH ARE A PART OF THE OVERALL SWPPP PACKAGE:
ATTACHMENT A. CONSTRUCTION SWPPP TEMPLATE - SITE SPECIFIC SWPPP DOCUMENT
ATTACHMENT B. CONSTRUCTION STORMWATER INSPECTION CHECKLIST
ATTACHMENT C. MAINTENANCE PLAN FOR PERMANENT STORM WATER TREATMENT SYSTEMS
ATTACHMENT D. STORMWATER MAINTENANCE REPORT - ON FILE AT THE OFFICE OF PROJECT ENGINEER, AVAILABLE UPON REQUEST.
ATTACHMENT E. GEOTECHNICAL EVALUATION REPORT - ON FILE AT THE OFFICE OF PROJECT ENGINEER, AVAILABLE UPON REQUEST.

### SUPPLEMENTARY SITE SPECIFIC EROSION CONTROL NOTES:

THESE NOTES SUPERCEDE ANY GENERAL SWPPP NOTES.

THIS PROJECT IS LESS THAN 1.0 ACRES SO AN NPDES PERMIT IS NOT REQUIRED AND NEEDS TO BE SUBMITTED TO THE MPCA. THE CONTRACTOR IS REQUIRED TO FOLLOW THE GUIDELINES IN THE NPDES PERMIT THROUGHOUT CONSTRUCTION.

### PROJECT NARRATIVE:

PROJECT IS AN EXISTING ACADEMY WITH A LARGE PARKING LOT AND GREENSPACE. WE ARE PROPOSING A GREENHOUSE TO BE ADDED TO THE EXISTING SITE. SITE, GRADING, AND LANDSCAPE IMPROVEMENTS WILL OCCUR.

### NATIVE BUFFER NARRATIVE:

PRESERVING A 50 FOOT NATURAL BUFFER AROUND WATER BODIES IS PROVIDED IN THESE PLANS.

### INFILTRATION NARRATIVE:

INFILTRATION IS NOT PROVIDED AS PART OF THE PROJECT'S PERMANENT STORM WATER MANAGEMENT SYSTEM.

### SOIL CONTAMINATION NARRATIVE:

SOILS ONSITE HAVE NOT BEEN IDENTIFIED AS CONTAMINATED.

### PERMANENT STABILIZATION NOTES SITE SPECIFIC:

- PERMANENT SEED MIX
• FOR THIS PROJECT ALL AREAS THAT ARE NOT TO BE SODDED OR LANDSCAPED SHALL RECEIVE A NATIVE PERMANENT SEED MIX.
• AREAS IN BUFFERS AND ADJACENT TO OR IN WET AREAS MNDOT SEED MIX 33-261 (STORMWATER SOUTH AND WEST) AT 35 LBS PER ACRE.
• DRY AREAS MNDOT SEED MIX 35-221 (DRY PRAIRIE GENERAL) AT 40 LBS PER ACRE.
• MAINTENANCE SHALL BE IN ACCORDANCE TO THE MNDOT SEEDING MANUAL.



GLOBAL ACADEMY GREENHOUSE
555 STINSON BOULEVARD, NEW BRIGHTON, MN 55112
PROJECT
GLOBAL ACADEMY
OWNER
3000 5TH STREET NORTHWEST, NEW BRIGHTON, MN 55112

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

Matthew R. Pavak
DATE: 05/18/2026 LICENSE NO.: 44263

### ISSUE/SUBMITTAL SUMMARY

Table with 2 columns: DATE and DESCRIPTION. Row 1: 04/08/2026 PERMIT SET. Row 2: 05/18/2026 CITY RESUBMITTAL.

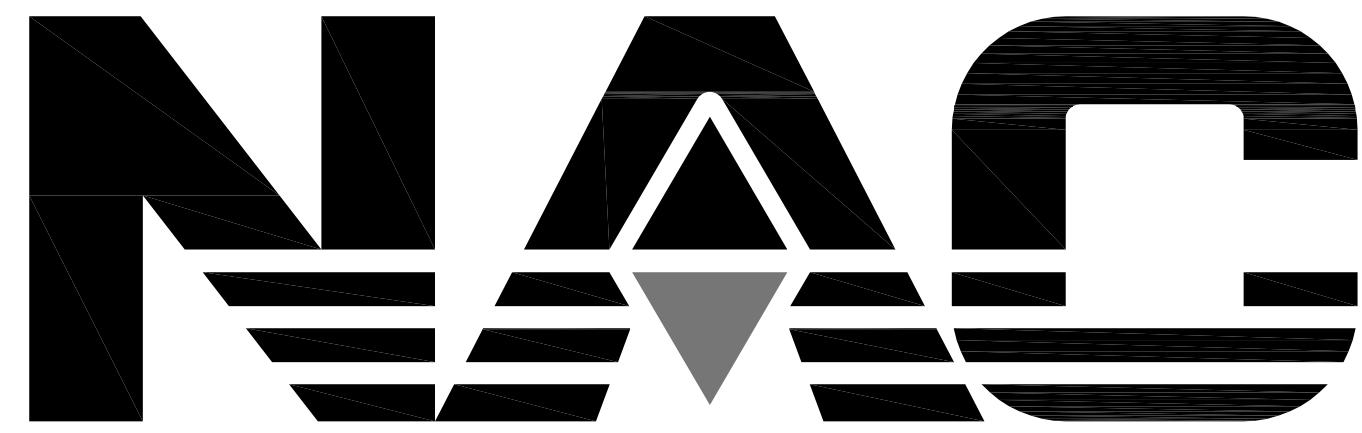
Table with 2 columns: FIELD and VALUE. Row 1: PROJECT MANAGER: PATRICK SARVER. Row 2: CONTACT NUMBER: 612-2615-0060 X 702. Row 3: DRAWN BY: ND. Row 4: REVIEWED BY: PS. Row 5: PROJECT NUMBER: 18017.05.

### REVISION SUMMARY

Table with 2 columns: DATE and DESCRIPTION. Multiple empty rows.

### SWPPP - NARRATIVE

# SW1.2



Mechanical ♦ Electrical ♦ Fabrication  
Building Technology ♦ 24 Hour Service

# GLOBAL ACADEMY GREENHOUSE

3000 5TH ST NW,  
NEW BRIGHTON, MN 55112



Mechanical ♦ Electrical ♦ Fabrication  
Building Technology ♦ 24 Hour Service

1001 Labore Industrial Court, Suite B  
Vadnais Heights, Minnesota, 55110

Main (651) 490-9868  
Fax (651) 490-1636  
www.nac-hvac.com

### PROJECT INFORMATION:

**GLOBAL ACADEMY  
GREENHOUSE**

3000 5TH ST NW,  
NEW BRIGHTON, MN 55112

I hereby certify that this plan, specification or report  
is under my direct supervision and that I am a duly  
Licensed Engineer in the State of Minnesota.

Jamison Stark  
Date **05/19/26**  
Reg. No. **50902**

### KEY PLAN

DRAWINGS		ISSUES	
SHEET NO.	NAME	PERMIT SET	DATE
MP1	MECHANICAL TITLE SHEET	1	
MP2	MECHANICAL PIPING PLAN	1	
MP3	MECHANICAL PIPING ENLARGED PLAN	1	
MP4	MECHANICAL SCHEDULES & DETAILS	1	

**DESIGN CRITERIA**

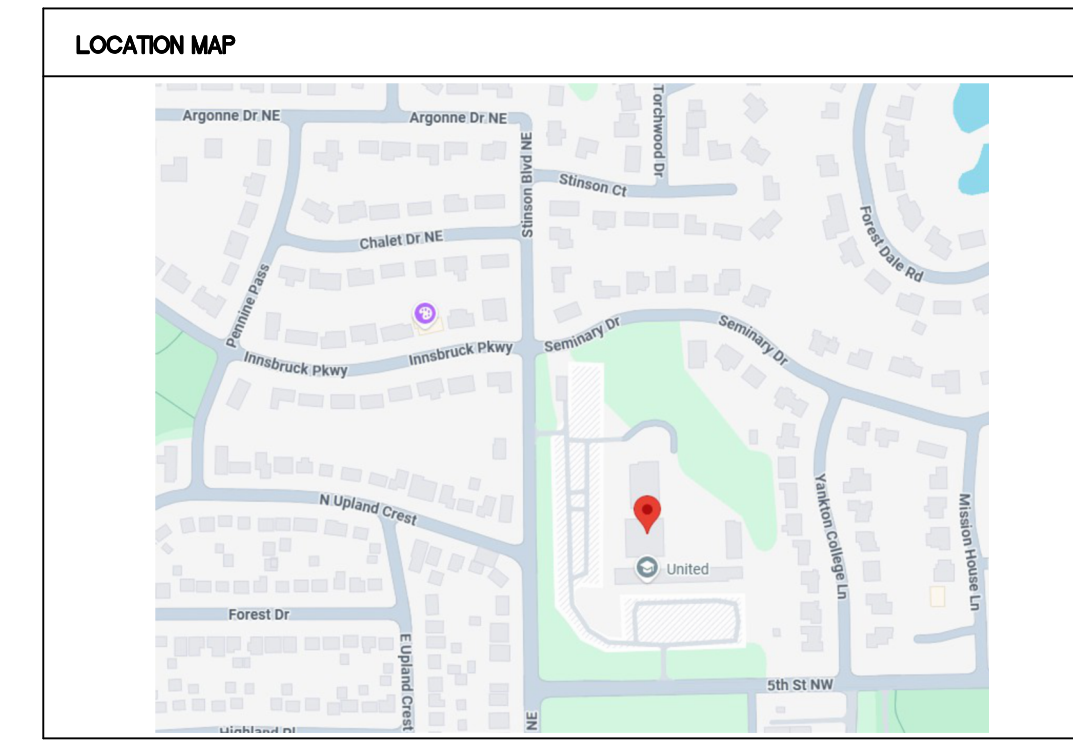
OUTDOOR DESIGN CONDITIONS - MINNEAPOLIS/ST. PAUL, MN  
SUMMER: 88F DB/ 72F MCBW  
WINTER: -17F DB

INDOOR DESIGN CONDITIONS  
SUMMER: 75F DB/ MAX 60% RH MAXIMUM  
WINTER: 72 DB/ NO HUMIDIFICATION

**APPLICABLE BUILDING CODES**

- BUILDING CODE: 2020 MINNESOTA BUILDING CODE
- MECHANICAL CODE: 2020 MINNESOTA MECHANICAL & FUEL GAS CODE
- PLUMBING CODE: 2020 MINNESOTA PLUMBING CODE
- FUEL CODE: 2020 MINNESOTA FUEL CODE
- ENERGY CODE: 2024 MINNESOTA ENERGY CODE

- GENERAL NOTES**
- INSTALL VOLUME DAMPER IN DUCT TAKE-OFF TO EACH DIFFUSER, GRILLE, AND REGISTER.
  - MECHANICAL CONTRACTOR IS RESPONSIBLE FOR ALL SLEEVES AND/OR OPENINGS WHERE REQUIRED TO RUN PIPES AND DUCTS THROUGH FOUNDATIONS, FLOOR SLABS, WALLS, PENETRATION SEALANT RATING TO MATCH STRUCTURE RATING. BRIDGING AND BEAMS, EXCEPT WHERE OTHERWISE INDICATED.
  - VERIFY ALL DUCT CONNECTION SIZES TO FANS AND COILS.
  - COOPERATE WITH THE OTHER TRADES TO ELIMINATE ANY CONFLICTS BETWEEN PIPING, DUCTWORK, STRUCTURAL, ELECTRICAL WORK, ETC.
  - DIFFUSER, REGISTER, AND SPRINKLER HEAD LOCATIONS SHALL BE COORDINATED WITH LIGHT FIXTURE LOCATIONS AND SHALL BE IN ACCORDANCE WITH CEILING PATTERNS AS SHOWN ON ARCHITECTURAL REFLECTED CEILING PLANS.
  - ALL SQUARE DIFFUSERS SHALL HAVE THE AIR VOLUME EQUALLY IN FOUR DIRECTIONS UNLESS INDICATED OTHERWISE.
  - MECHANICAL CONTRACTOR TO VERIFY RATINGS OF ALL WALLS WITH ARCHITECTURAL DRAWINGS AND SEAL PIPE PENETRATIONS TO MATCH THE WALL RATINGS.



MECHANICAL ABBREVIATIONS			
AB	ANCHOR BOLT	EA	EACH
ABS	ABSOLUTE	EAT	ENTERING AIR TEMP
ABV	ABOVE	ECC	ECCENTRIC
ACU	AIR CONDITIONING UNIT(S)	EFF	EFFICIENCY
AD	AREA DRAIN	EL	ELEVATION
ADDN	ADDITION	ELEC	ELECTRIC
ADDNL	ADDITIONAL	ELL	ELBOW
ADJ	ADJUSTABLE	ENCL	ENCLOSE
AFF	ABOVE FINISHED FLOOR	ENGR	ENGINEER
AHU	AIR HANDLING UNIT	EQ or =	EQUAL
AIR COND	AIR CONDITIONING	EQUIP	EQUIPMENT
AL	ALUMINUM	EVAP	EVAPORATE(-E,-ING,-ED,-OR)
ALT	ALTITUDE	EWG	ELECTRIC WATER COOLER
ALTR	ALTERNATE	EWI	ENTERING WATER TEMP
ALTRN	ALTERATION	EXH	EXHAUST
AMB	AMBIENT	EXIST	EXISTING
AMP	AMPERE (AMP,AMPS)	EXP	EXPANSION
AMT	AMOUNT	EXT	EXTER(-MAL,-HOR)
ANSI	AMER. NAT. STAND. INST.	F	FAHRENHEIT
AP	ACCESS PANEL	FAS	FIRE ALARM STATION
APP	APPARATUS	FOU	FAN COIL UNIT
APPL	APPLIED	FD	FIRE DAMPER
APPROX	APPROXIMATELY	FDN	FOUNDATION
ARCH	ARCHITECT	FE	FIRE EXTINGUISHER
ATOC	AUTO TEMP CONTROL CONTR.	FEK	FIRE EXTINGUISHER CABINET
ATM	ATMOSPHERE (-E,-IC)	FI	FIRE HOSE
ATT	ATTACHED	FHC	FIRE HOSE CABINET
ATTN	ATTENTION	FHR	FIRE HOSE RACK
AUTO	AUTOMATIC	FIG	FIGURE
AVG	AVERAGE	FIN	FINISH
AWG	AMER. WIRE GAUGE	FL	FLOOR
BAL	BALANCE	FLEX	FLEXIBLE
BARO	BAROMETRIC	FLG	FLANGE
BD	BUTTERFLY DAMPER	FLR	FLOOR
BDD	BACKDRAFT DAMPER	FM	FIRE MAIN
BFE	BOT FOOTING ELEVATION	FOG	FUEL OIL GAUGE
BH	BOTTOM HORIZONTAL	FOR	FUEL OIL RETURN
BHP	BRAKE HORSEPOWER	FOS	FUEL OIL SUPPLY
BKT	BRACKET	FP	FIREPROOF
BLDG	BUILDING	PPM	FEET PER MINUTE
BLK	BLOCK	FPS	FEET PER SECOND
BM	BENCH MARK	FSP	FIRE STAND PIPE
BOD	BOTTOM OF DUCT	FT	FEET or FOOT
BOM	BILL OF MATERIAL	F&T	FLOAT AND THERMOSTATIC
BOS	BOTTOM OF STEEL	CBF	CUBIC FEET
BOT	BOTTOM	CL	CENTER LINE
BR	BRANCH	FTL	FOOT FOUND
BSMT	BASMENT	FTG	FOOTING
BTU	BRITISH THERMAL UNIT	FTR	FINNED TUBE RADIATION
BTWN	BETWEEN	FUT	FUTURE
BWV	BACKWATER VALVE	FV	FACE VELOCITY
CA	CENTRAIDE	FWD	FORWARD
CARM	CARBON MONOXIDE	GA	GAUGE
CCF	HUNDRED CUBIC FEET	GAL	GALLON
CCW	COUNTER CLOCKWISE	GALV	GALVANIZED
CCW	CUBIC FEET PER HOUR	GC	GENERAL CONTRACTOR
CCM	CUBIC FEET PER MINUTE	GEN	GENERAL
CD	CAST IRON	GI	GALVANIZED IRON
CJ	CONTROL JOINT	GD	GALLONS PER DAY
CKW	CLOCKWISE	OPH	GALLONS PER HOUR
CL	CENTER LINE	OPM	GALLONS PER MINUTE
CLG	CEILING	GR	GRAIN
CMPR	COMPRESSOR	GRD	GRADE
CNTL	CONTROL	GRL	GRILLE
CO2	CARBON DIOXIDE	HB	HOSE BIBB
COL	COLUMN	HD	HEAD
COLG	COOLING	HGT	HEIGHT
COM	COMMON	HORIZ	HORIZONTAL
COMB	COMBUSTION	HP	HORSEPOWER
CONC	CONCRETE	HR	HOUR
COND	CONDENS (-ATE,-ER)	HTG	HEATING
CONN	CONNECTION	HTHW	HIGH TEMP HOT WATER
CONST	CONSTRUCTION	HTR	HEATER
CONT	CONTINUOUS	HVAC	HEATING, VENTILATING AND AIR CONDITIONING
CONTR	CONTRACTOR	HW	HOT WATER
CONV	CONVECTOR	HYD	HYDRANT
CTOC	CENTER TO CENTER	HZ	CYCLES PER SECOND/ FREQUENCY
CJ	COPPER	ID	INSIDE DIAMETER
CUH	CABINET UNIT HEATER	IN or "	INCH OR INCHES
CV	COEFFICIENT, VALVE, FLOW	IN3	CUBIC INCH
DB	DECEBEL	INCL	INCLUDING
DBL	DOUBLE	INSP	INSPECT(-OR,-ION)
DBT	DRY-BULB TEMPERATURE	INSUL	INSULATION
DEG	DEGREE	INT	INTERIOR
DENS	DENSITY	INTL	INTERNAL
DET	DETAIL	INTV	INVERT
DIA	DIAMETER	IPS	IRON PIPE SIZE
DIAG	DIAGONAL	ISO	ISO (-ATE,-E,-OR)
DIFF	DIFFUSER	ISD	JUNCTION BOX
DIM	DIMENSION	JST	JOIST
DISCH	DISCHARGE	JT	JOINT
DISTR	DISTRIBUTE(-E,-TION)	JUNC	JUNCTION
DIV	DIVIDE(-E,-SION)	K	THERMAL CONDUCTIVITY
DMPR	DAMPER	K-	PREFIX MEANING 1/1000
DN	DOWN	KIP	THOUSAND POUNDS
DOM	DOMESTIC	KIT	KITCHEN
DPT	DEWPOINT TEMPERATURE	KVA	THOUSAND VOLT AMPERES
DS	DOWNSPOUT	KW	KILOWATT
DWG	DRAWING		

MECHANICAL SYMBOLS			
SHUT OFF VALVE, BUTTERFLY VALVE	REGISTER	TEST PLUG (PETE'S PLUG)	
BALANCING VALVE	REINFC	STEAM TRAP	
BALL VALVE	RENF	BACKFLOW PREVENTER	
GATE VALVE	REQD	FLOW SWITCH	
TWO WAY CONTROL VALVE	RET	PRESSURE SWITCH	
THREE WAY CONTROL VALVE	REV	SHOCK ABSORBER	
CONTROL VALVES, DRAIN VALVE	RH	TEE	
HOSE END GATE VALVE	RHT	ELBOW DOWN	
HOSE END GLOBE VALVE	RHT	TEE, OUTLET UP	
PLUG VALVE	RHT	TEE, OUTLET DOWN	
GLOBE VALVE	RHT	CONNECTION, BOTTOM	
COMBINATION BALANCING VALVE	RHT	CONNECTION, TOP	
RELIEF VALVE - P, TEMP & PRESS.	RHT	CONCENTRIC REDUCER	
RELIEF VALVE - T & P	RHT	EXPANSION JOINT	
EXPANSION COMPENSATOR	RHT	UNION	
FLOAT & THERMOSTATIC TRAP	RHT	STRAINER	
BUCKET TRAP	RHT	STRAINER W/ BLOWDOWN VALVE	
THERMOSTATIC TRAP	RHT	PRESSURE REDUCING VALVE (SETTING AS NOTED, PSI)	
CIRCULAR FLOOR DRAIN	RHT	SECONDARY HEATING WATER RETURN	
SQUARE FLOOR DRAIN	RHT	CONDENSER WATER SUPPLY	
CIRCULAR ROOF DRAIN	RHT	CONDENSER WATER RETURN	
SQUARE ROOF DRAIN	RHT	HEAT RECOVERY SUPPLY	
MANUAL AIR VENT	RHT	HEAT RECOVERY RETURN	
F & T TRAP	RHT	STEAM SUPPLY (PSI INDICATED)	
SUPPLY, STEAM MAIN, MAIN	RHT	STEAM RETURN (PSI INDICATED)	
6" DIRT LEG	RHT	HEATING WATER SUPPLY	
GAS REGULATOR	RHT	HEATING WATER RETURN	
GAS COOK	RHT	SECONDARY HEATING WATER SUPPLY	
THERMOMETER & PRESSURE GAUGE	RHT	SECONDARY HEATING WATER RETURN	
6" DIRT LEG	RHT	REHEAT WATER SUPPLY	
BLEWDOWN VALVE, DRAIN VALVE	RHT	REHEAT WATER RETURN	
RELIEF VALVE	RHT	GLYCOL SUPPLY	
PRESSURE REDUCING VALVE	RHT	GLYCOL RETURN	
AUTOMATIC AIR VENTS	RHT	BOILER FEED	
BUTTERFLY VALVE	RHT	INTERNALLY INSULATED DUCTWORK	
SOLENOID VALVE	RHT	STANDARD BRANCH, NO SPLITTER/ SUPPLY FLOW TO RIGHT-RETURN/ EXHAUST FLOW TO LEFT	
CONDENSER PUMP, ACID PUMP	RHT	FLEXIBLE DUCT	
CHEM FEED	RHT	TURNING VANES	
SIGHT GLASS	RHT	MANUAL VOLUME DAMPER	
EXPANSION VALVE	RHT	FIRE DAMPER & ACCESS PANEL	
	RHT	SMOKE DAMPER & ACCESS PANEL	
	RHT	COMBINATION FIRE/SMOKE DAMPER & ACCESS PANEL	
	RHT	MOTORIZED DAMPER	
	RHT	DUCT UP, POSITIVE PRESSURE	
	RHT	DUCT UP, NEGATIVE PRESSURE	
	RHT	DUCT DOWN, POSITIVE PRESSURE	
	RHT	DUCT DOWN, NEGATIVE PRESSURE	
	RHT	RETURN GRILLE/REGISTER	
	RHT	RETURN CONST. PRESS. CLASSIFICATION (INCHES WIR AS NOTED)	
	RHT	ROUND-TO-RECTANGULAR DUCT TRANSITION	
	RHT	2) A - 12x8 - 250 GRILLE, REGISTER & DIFFUSER IDENTIFIER	
	RHT	2) B - 6" - 250 IDENTIFIER	
	RHT	DETAIL NUMBER	
	RHT	SHEET NUMBER	
	RHT	SECTION NUMBER	
	RHT	SHEET NUMBER	
	RHT	EQUIPMENT DESIGNATION	
	RHT	EQUIPMENT NUMBER	
	RHT	POINT OF CONN. / CONNECT TO EXISTING	

ENGINEERING REFERENCE DRAWING.

### DRAWING INFORMATION:

TRADE: MECH  
LEVEL:  
AREA:  
VIEW:  
SCALE: NONE

DRAWING NUMBER:  
**MP1**  
TITLE SHEET

PROJECT INFORMATION:

## GLOBAL ACADEMY GREENHOUSE

3000 5TH ST NW,  
NEW BRIGHTON, MN 55112

I hereby certify that this plan, specification or report  
or under my direct supervision and that I am a duly  
Licensed Engineer in the State of Minnesota.

Jamison Stark *Jamison Stark*  
Date 05/19/26  
Reg. No. 50902

KEY PLAN

PAPER SIZE FOR SCALED PRINTS:

36"X 24" PAPER



DRAWING IS FULL SIZE  
WHEN THIS LINE SCALES 1"

Project No.	
PM:	Owen Bergh
Drawn By:	JS
Checked By:	JS
Date:	05/19/26

DRAWING REVISIONS

REV#	DATE	ISSUE
	05/19/26	PERMIT SET

ENGINEERING REFERENCE DRAWING:

DRAWING INFORMATION:

TRADE: MECH

LEVEL:

AREA:

VIEW:

SCALE: NONE

DRAWING NUMBER:

MP2  
PIPING PLAN



1 MECHANICAL PIPING PLAN  
N.T.S.



PROJECT INFORMATION:

**GLOBAL ACADEMY  
GREENHOUSE**

3000 5TH ST NW,  
NEW BRIGHTON, MN 55112

I hereby certify that this plan, specification or report  
or under my direct supervision and that I am a duly  
Licensed Engineer in the State of Minnesota.

Jameison Stark *Jameison Stark*

Date 05/19/26

Reg. No. 50902

KEY PLAN

PAPER SIZE FOR SCALED PRINTS:

36"X 24" PAPER

0 1

DRAWING IS FULL SIZE  
WHEN THIS LINE SCALES 1

Project No.	
PM:	Owen Bergh
Drawn By:	JS
Checked By:	JS
Date:	05/19/26

DRAWING REVISIONS

REV#	DATE	ISSUE
	05/19/26	PERMIT SET

ENGINEERING REFERENCE DRAWING:

DRAWING INFORMATION:

TRADE: MECH

LEVEL:

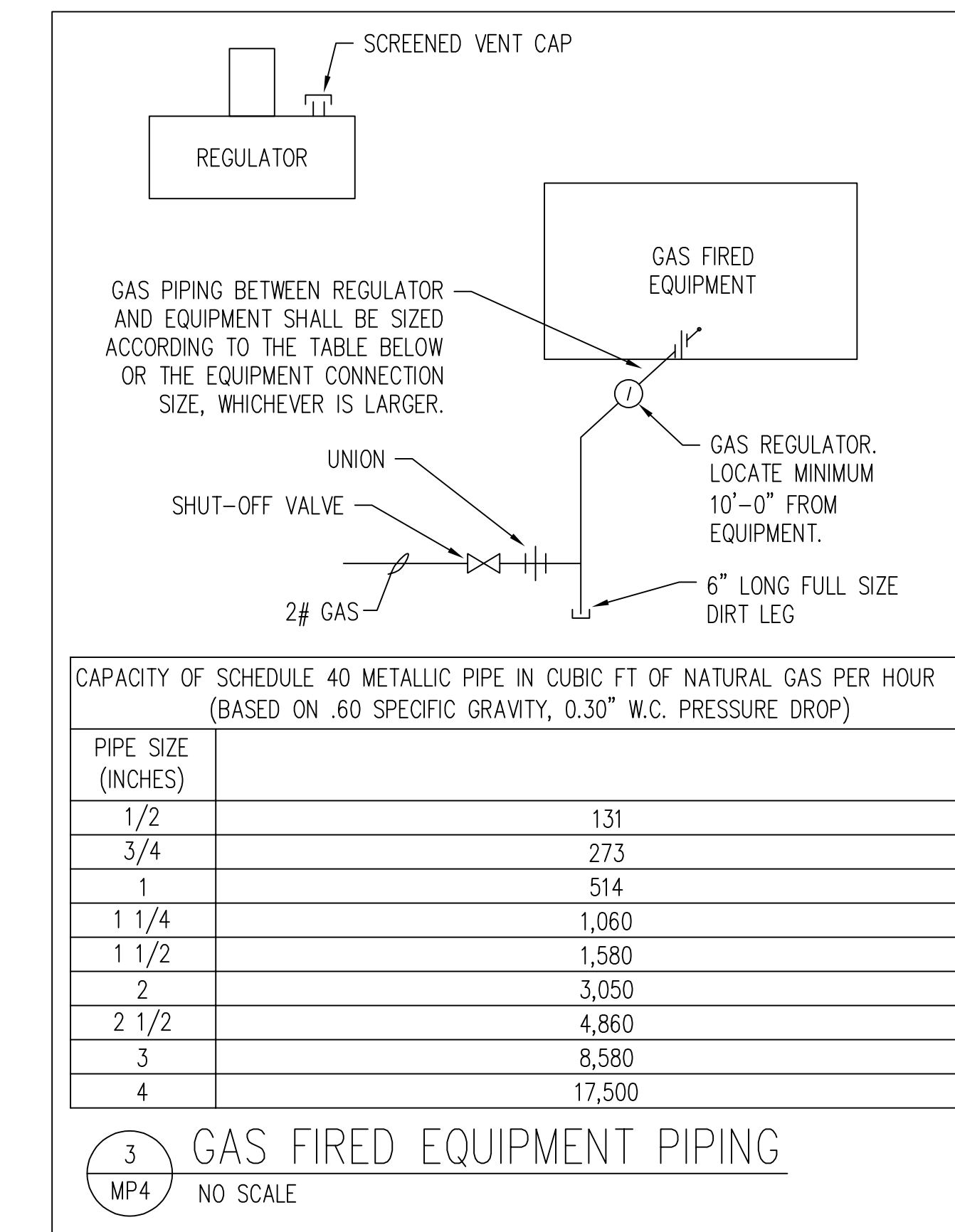
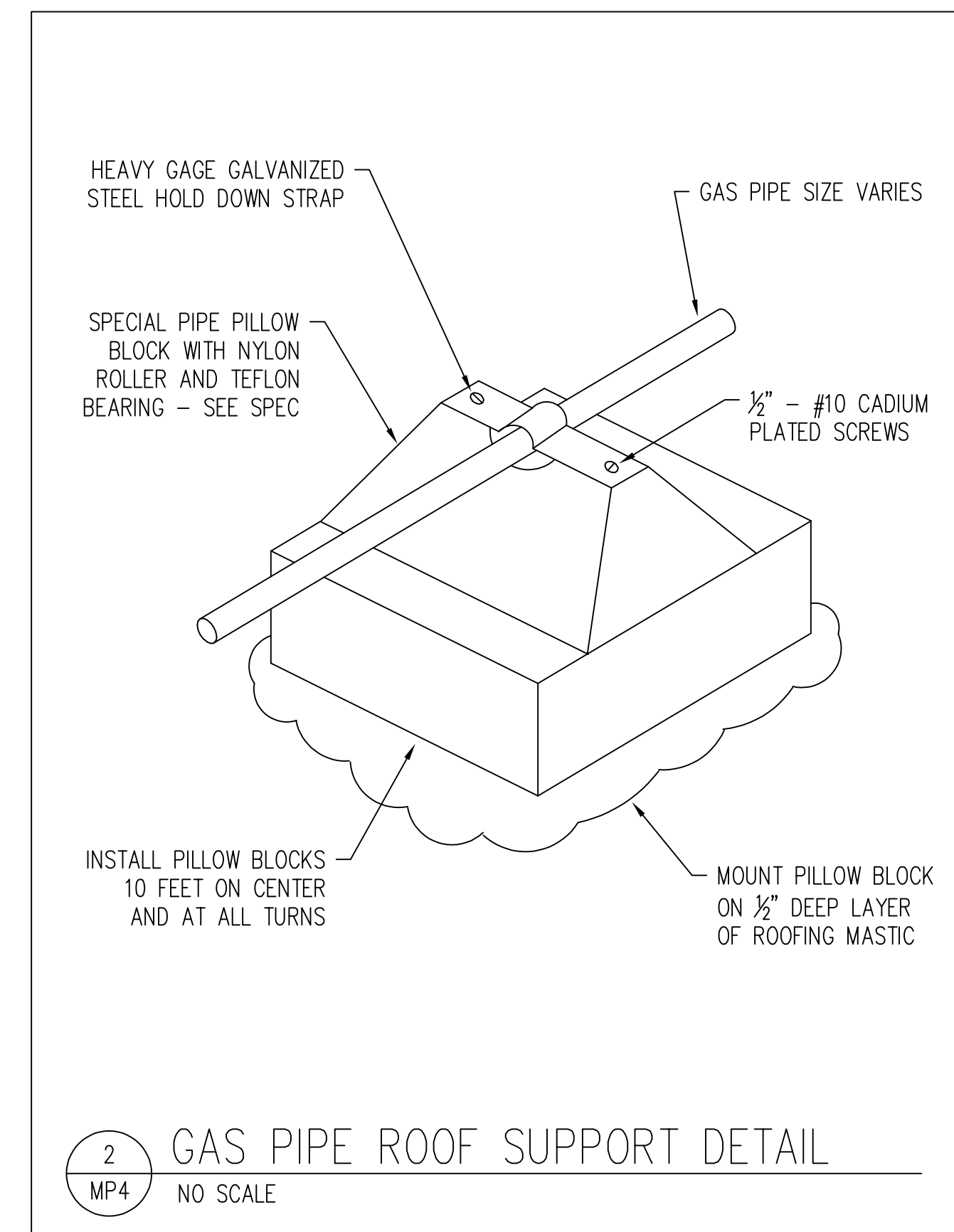
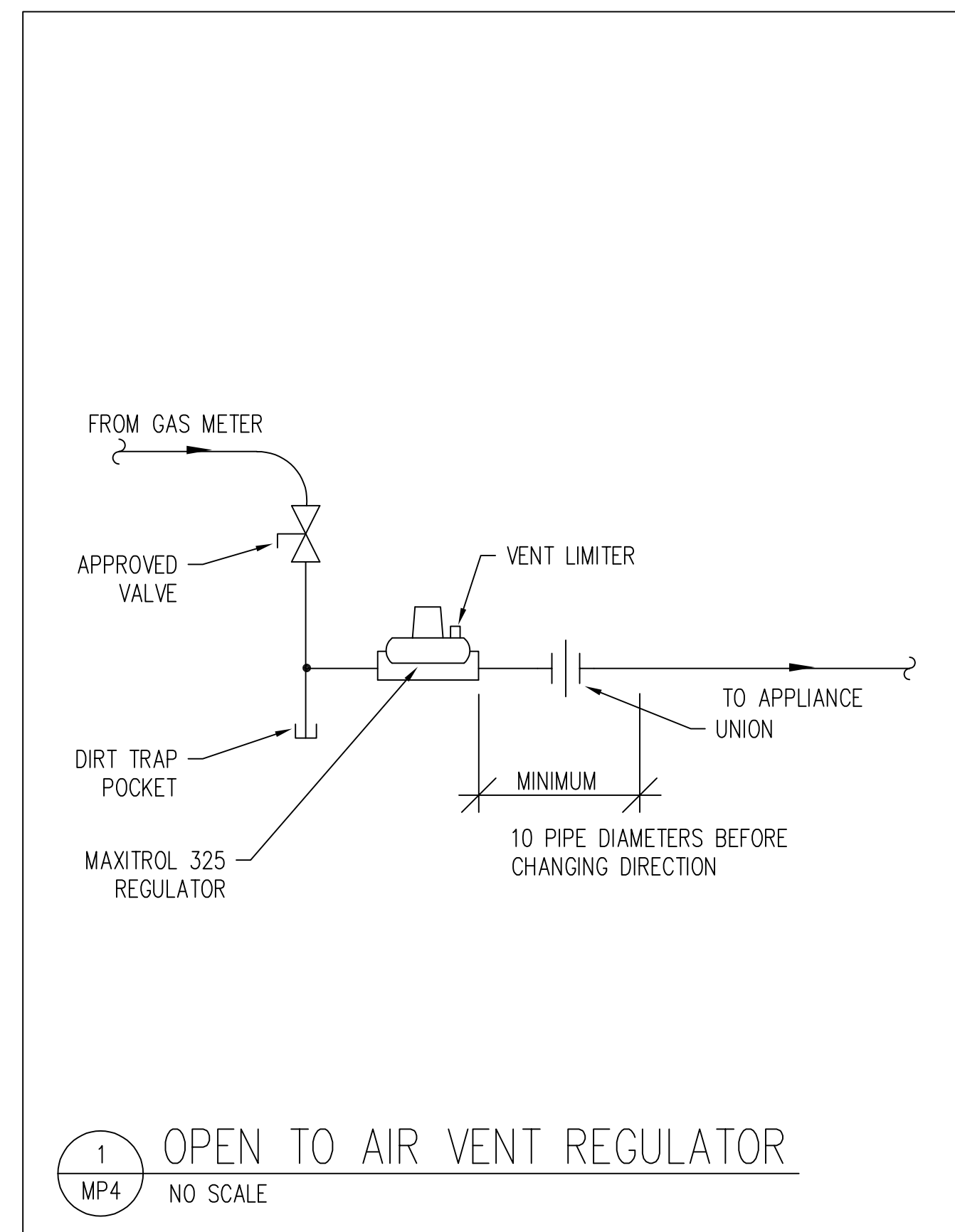
AREA:

VIEW:

SCALE: NONE

DRAWING NUMBER:

**MP4  
DETAILS AND  
SCHEDULES**



CAPACITY OF SCHEDULE 40 METALLIC PIPE IN CUBIC FT OF NATURAL GAS PER HOUR  
(BASED ON .60 SPECIFIC GRAVITY, 0.30" W.C. PRESSURE DROP)

PIPE SIZE (INCHES)	CAPACITY (CUBIC FT PER HOUR)
1/2	131
3/4	273
1	514
1 1/4	1,060
1 1/2	1,580
2	3,050
2 1/2	4,860
3	8,580
4	17,500

GAS FIRED UNIT HEATERS

EQUIP. NO.	BUILDING SERVED	TYPE	MBH INPUT	MBH OUTPUT	THERMAL EFFICIENCY (%)	GAS CONNECTION (IN)	TYPE	FLUE (IN)	SUPPLY VOLTAGE/PHASE/HZ	CONTROL VOLTAGE	HP	FLA	DISCONNECT	MFR	MODEL #	WEIGHT (LBS)	COMMENTS
UH-1	GREENHOUSE	INDIRECT GAS FIRED	75	62.3	83	1/2	NAT. GAS	3	120/1	24	1/12	1.95	ELEC	MODINE	HD75AS011FDAN	100	1, 2, 3

- 1.) ALUMINIZED STEEL HX
- 2.) SINGLE STAGE, DIRECT SPARK IGNITION
- 3.) POWER VENTED

PLUMBING FIXTURE SCHEDULE

EQUIP. NO.	TYPE	WASTE (IN)	TRAP (IN)	VENT (IN)	CW (IN)	HW (IN)	GPF/GPM	TRIM	MANUFACTURER	MODEL NO.	REMARKS
HB-1	FROST PROOF HOSE BIB	-	-	-	3/4	-		TBD	TBD	TBD	

DRAWING INDEX	
PAGE	DRAWING TITLE
00	DRAWING INDEX
01	3D VIEW
02A	ROOF TOP PLAN
02B	FOUNDATION PLAN LAYOUT
03A	FRONT ELEVATION
03B	REAR ELEVATION
03C	LEFT ELEVATION
03D	RIGHT ELEVATION
03E	TRUSS ELEVATION
04A	DETAILS AND SECTIONS
04B	DETAILS AND SECTIONS
04C	DETAILS AND SECTIONS

**NOTES:**

- COTTAGE STYLE WITH 8½:12 ROOF SLOPE
- ALL OPEN DIE ALUMINUM EXTRUSIONS LESS THAN 3/16" THICKNESS ARE 6063-T52 ALLOY
- ALL OPEN DIE ALUMINUM EXTRUSIONS 3/16" OR THICKER ARE 6063-T6 ALLOY
- RIDGE & GUTTER ARE 6063-T6 ALLOY
- ALL FASTENERS ARE STAINLESS STEEL
- ROOF GLAZING: 6mm SINGLE GLASS, FULL SHEET, LAMINATED & ANNEALED
- WALL GLAZING: 6mm SINGLE GLASS, FULL SHEET, TEMPERED
- FOUNDATION: CONCRETE, BY OTHERS. MIN. FC' = 4000 PSI
- GREENHOUSE SHALL HAVE A CONSTANTLY MAINTAINED INTERIOR TEMPERATURE OF 50°F (10°C) OR MORE AT ANY POINT 3 FT (0.9 M) ABOVE THE FLOOR LEVEL DURING WINTERS AND HAVING EITHER A MAINTENANCE ATTENDANT ON DUTY AT ALL TIMES OR A TEMPERATURE ALARM SYSTEM TO PROVIDE WARNING IN THE EVENT OF A HEATING FAILURE.

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

SIGNATURE: *SAADY AMIN*

PRINTED NAME: SAADY AMIN

DATE: 01/22/2026 LICENSE NUMBER: 56900

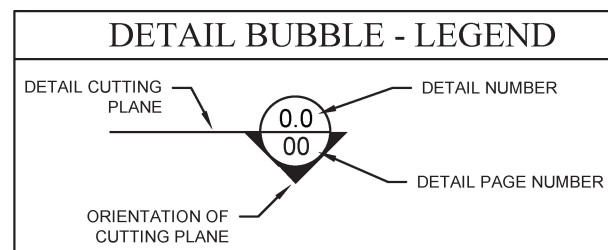
Code: 2020 MBC (IBC 2018)  
 Use Group: U (Greenhouse)  
 Risk Category: III

**Design Loads**

- Dead Load (D)  
 Self weight of structural members  
 6mm SINGLE GLASS (WALLS) = 3.07 psf  
 6mm SINGLE GLASS (ROOF) = 3.07 psf
- Roof Live Load (L<sub>r</sub>) L<sub>r</sub> = 12 psf
- Snow Load (S)  
 Ground snow load p<sub>g</sub> = 60 psf  
 Exposure factor C<sub>e</sub> = 1.00  
 Thermal factor C<sub>t</sub> = 0.85  
 Importance factor I<sub>s</sub> = 1.10  
 Flat roof snow load p<sub>r</sub> = 39.27 psf  
 Roof slope factor C<sub>s</sub> = 0.87  
 Sloped roof snow load p<sub>s</sub> = 34.06 psf
- Wind Load (W)  
 Design wind speed V<sub>ult</sub> = 116 mph  
 Exposure B
- Seismic Load (E)  
 Site class D  
 S<sub>s</sub> / S<sub>1</sub> 0.048 / 0.029  
 S<sub>ds</sub> / S<sub>d1</sub> 0.051 / 0.046  
 Importance factor I<sub>e</sub> = 1.25

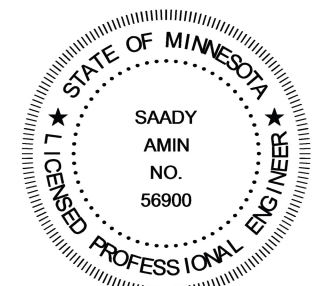
**Load Combinations**

1. D + (L<sub>r</sub> or S)
2. D + (0.6W or ± 0.7E)
3. D + 0.75(0.6W or ± 0.7E) + 0.75(L<sub>r</sub> or S)
4. 0.6D + (0.6W or ± 0.7E)



Submitted For:	Submitted On:	Rev. Description
Engineering	2026 01 21	

Engineer Loads & Stamp (as required):



DATE SIGNED: 1/22/2026  
 DATE EXPIRES: 6/30/2026

**SAADY AMIN** I have reviewed this document for structural engineering only  
 Toledo, OH  
 2026.01.22 13:55:55-05'00'



Product: CT 20 40 SG6SG6L+

Customer: **GLOBAL ACADEMY**  
 3000 5th STREET NW  
 NEW BRIGHTON, MN 55112

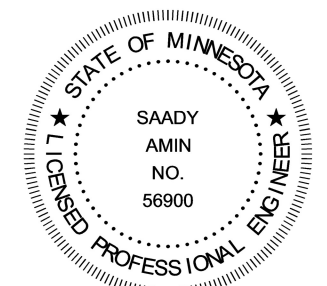
Drawn By: ED

Checked By: --

Page No.: 00

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Engineer Loads & Stamp (as required):



DATE SIGNED: 1/22/2026  
DATE EXPIRES: 6/30/2026



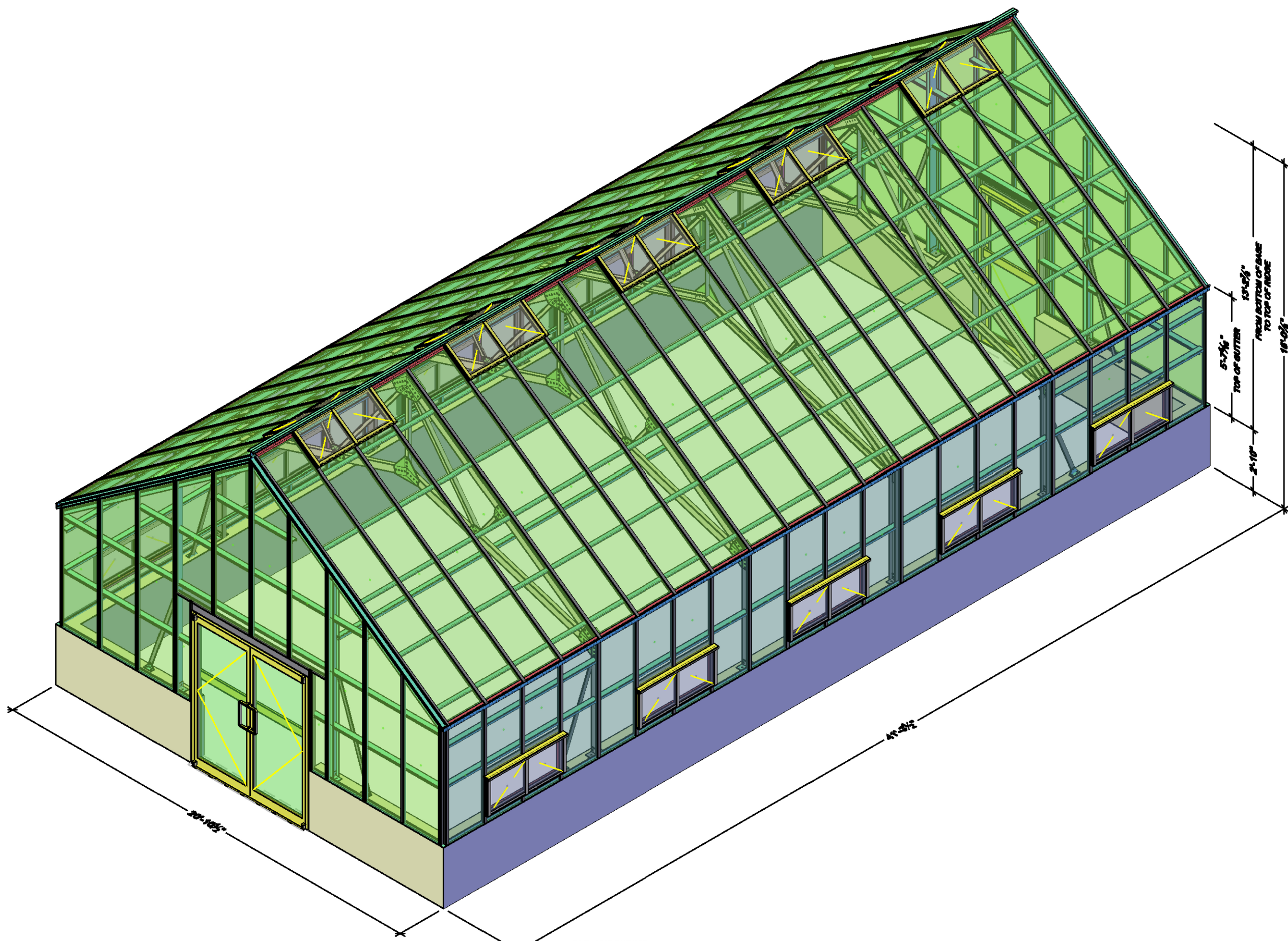
Product: CT 20 40 SG6SG6L+

Customer: **GLOBAL ACADEMY**  
3000 5th STREET NW  
NEW BRIGHTON, MN 55112

Drawn By: ED

Checked By: --

Page No.: 01

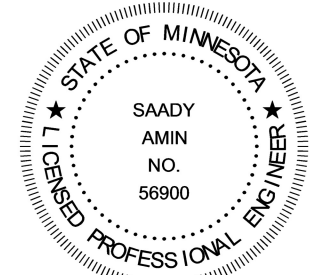


**3D VIEW**  
Scale: N.T.S.



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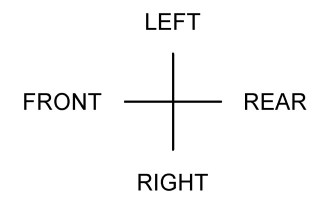
Product: CT 20 40 SG6SG6L+

Customer: **GLOBAL ACADEMY**  
3000 5th STREET NW  
NEW BRIGHTON, MN 55112

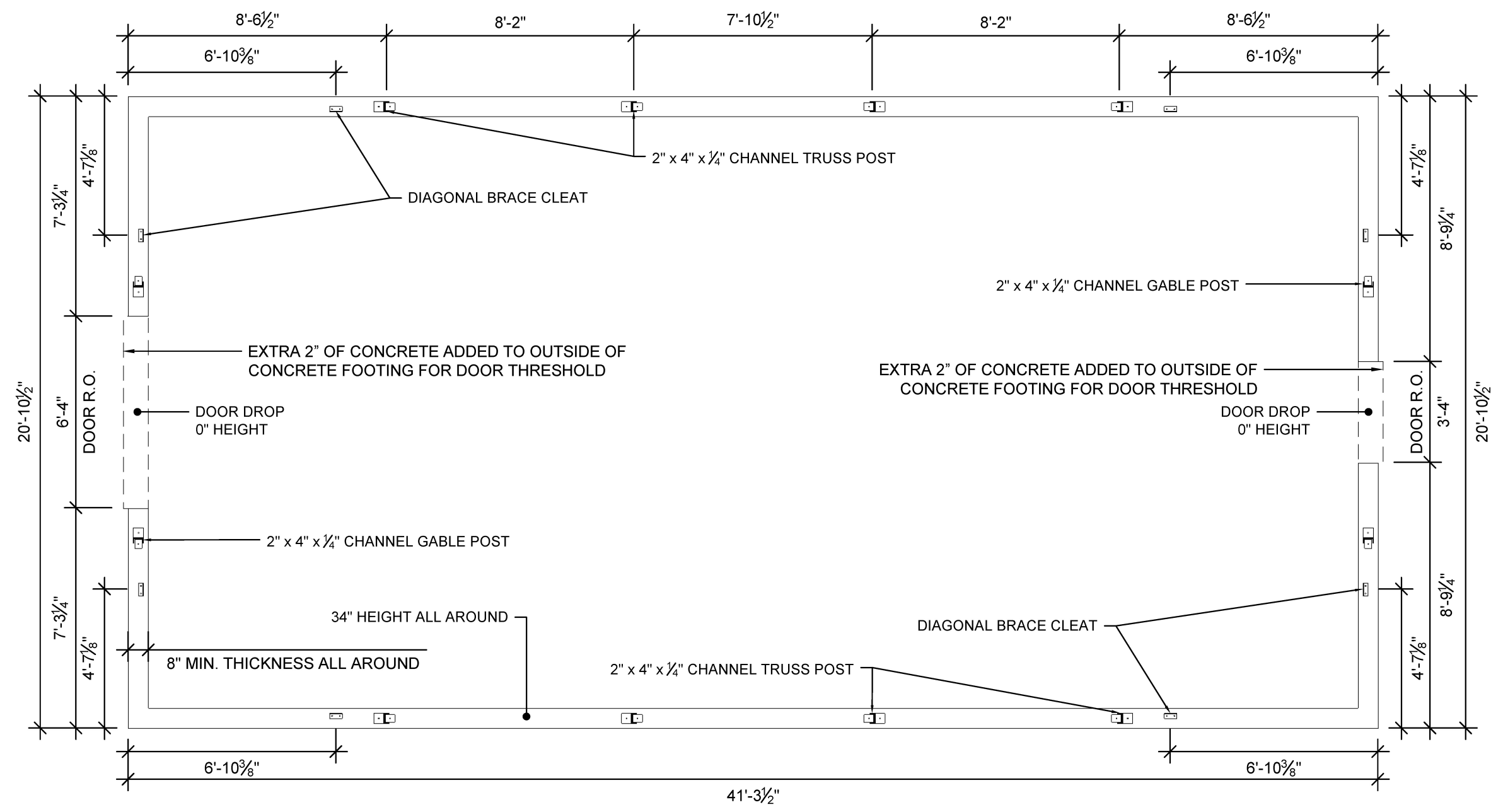
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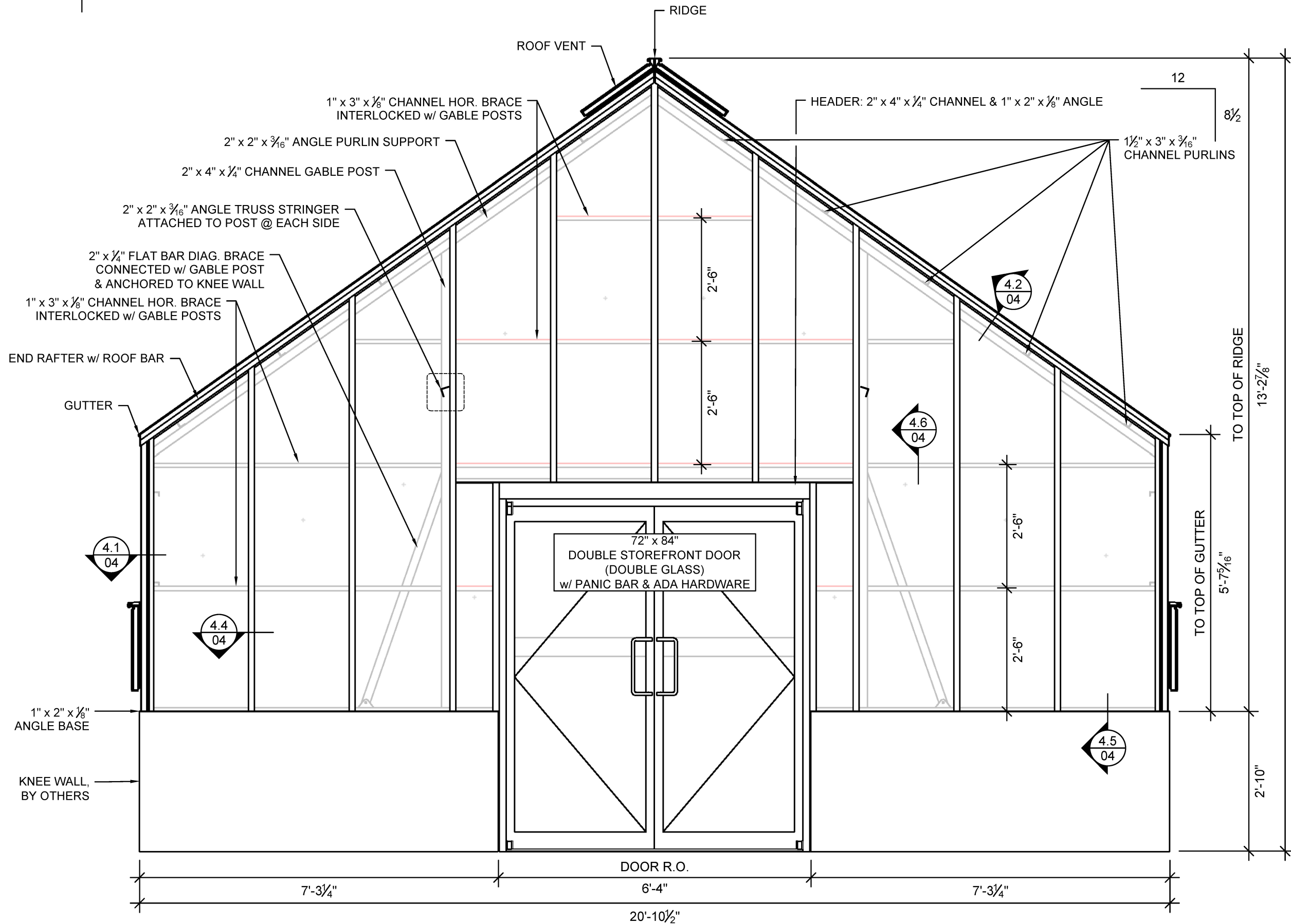


- NOTE:**
1. ALL DIMENSIONS ARE TO THE OUTSIDE OF GREENHOUSE FRAME, UNLESS OTHERWISE NOTED
  2. ALL CONCRETE WORK / FOUNDATION BY OTHERS
  3. TOP OF FOUNDATION REQUIRED TO BE SQUARE & LEVEL
  4. DO NOT USE LEVELING STRIPS OR ANCHOR BOLTS IN TOP OF WALL



**FOUNDATION PLAN LAYOUT**  
Scale: 1/4" = 1'-0"

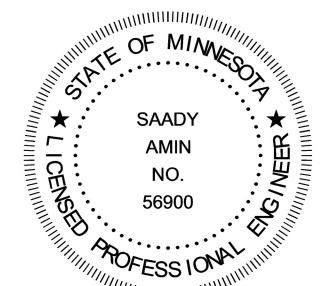
LEFT + RIGHT



**FRONT ELEVATION**  
 Scale: 1/2" = 1'-0"

Submitted For:	Submitted On:	Rev. Description
Engineering	2026 01 21	

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DATE SIGNED: 1/22/2026  
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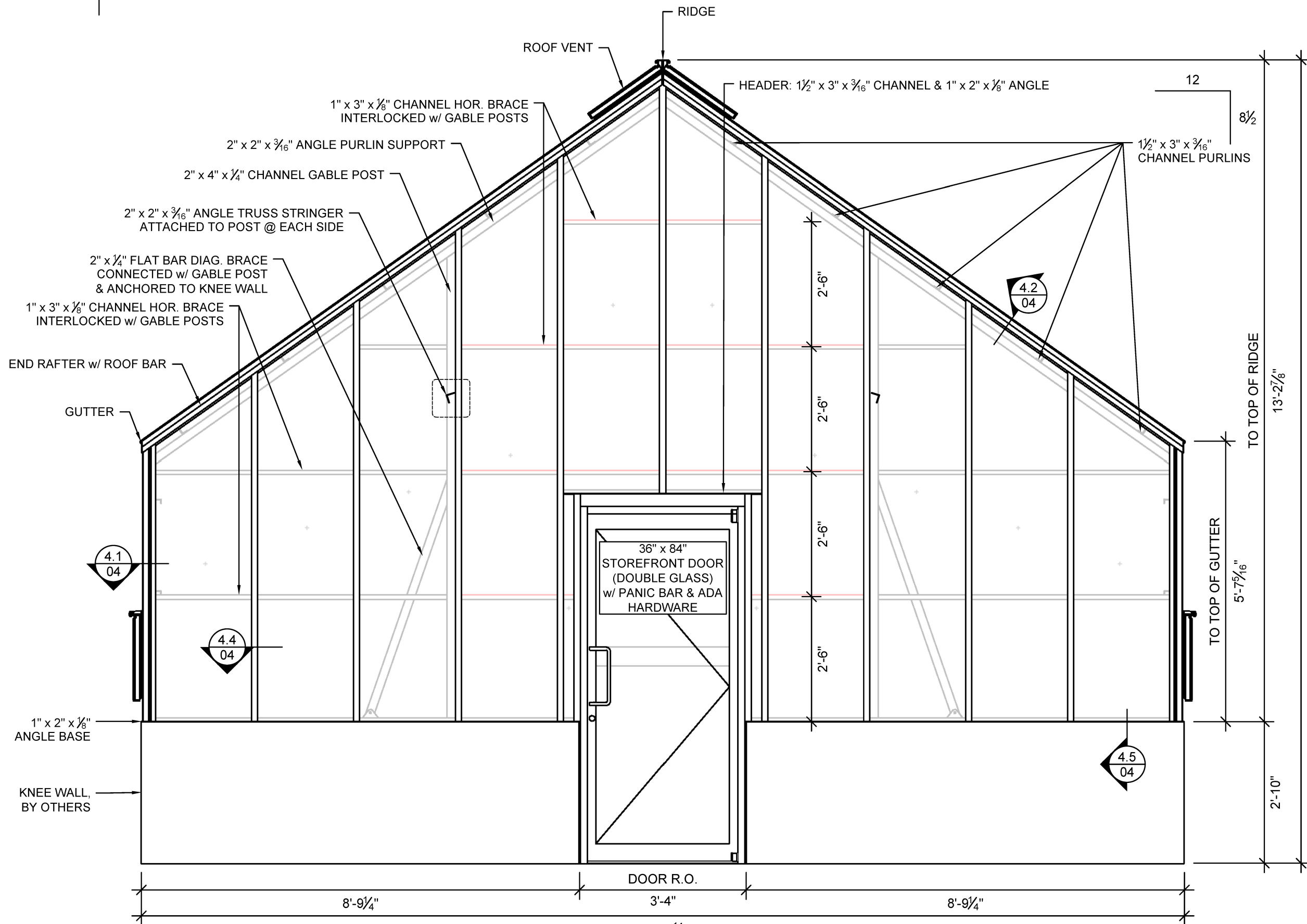
Product: CT 20 40 SG6SG6L+  
 Customer: GLOBAL ACADEMY  
 3000 5th STREET NW  
 NEW BRIGHTON, MN 55112

Drawn By: ED

Checked By: --

Page No.: 03A

RIGHT + LEFT

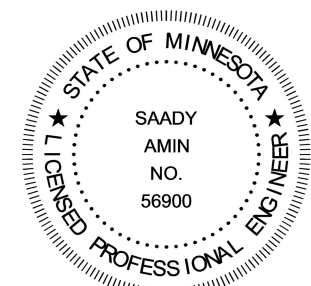


**REAR ELEVATION**

Scale: 1/2" = 1'-0"

Submitted For:	Submitted On:	Rev. Description
Engineering	2026 01 21	

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DATE SIGNED: 1/22/2026  
DATE EXPIRES: 6/30/2026



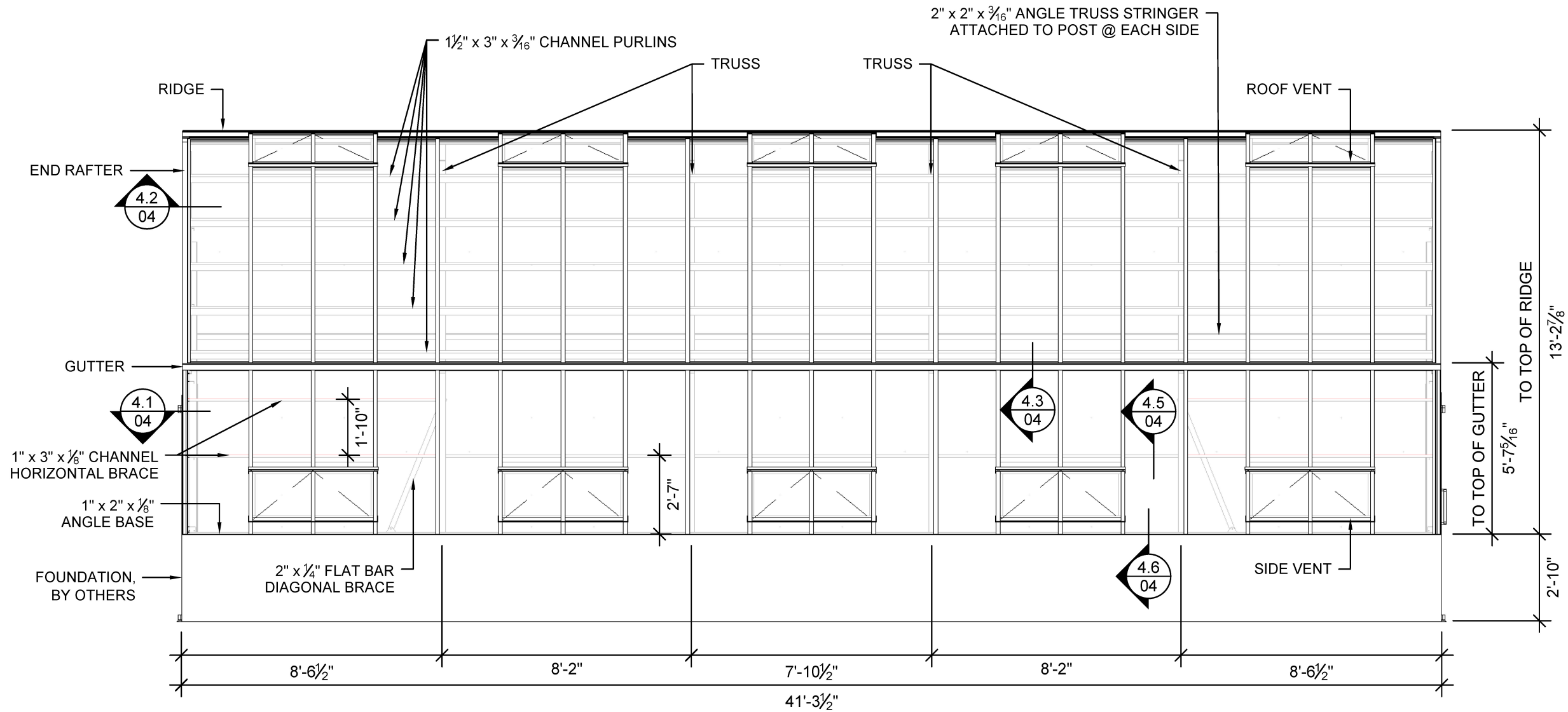
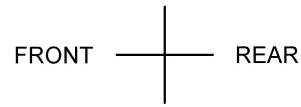
Product: CT 20 40 SG6SG6L+

Customer: **GLOBAL ACADEMY**  
3000 5th STREET NW  
NEW BRIGHTON, MN 55112

Drawn By: ED

Checked By: --

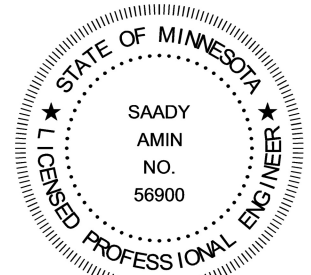
Page No.: 03B



**LEFT ELEVATION**  
Scale: 1/4" = 1'-0"

Submitted For:	Submitted On:	Rev. Description
Engineering	2026 01 21	

Engineer Loads & Stamp (as required):



DATE SIGNED: 1/22/2026  
DATE EXPIRES: 6/30/2026



Product: CT 20 40 SG6SG6L+

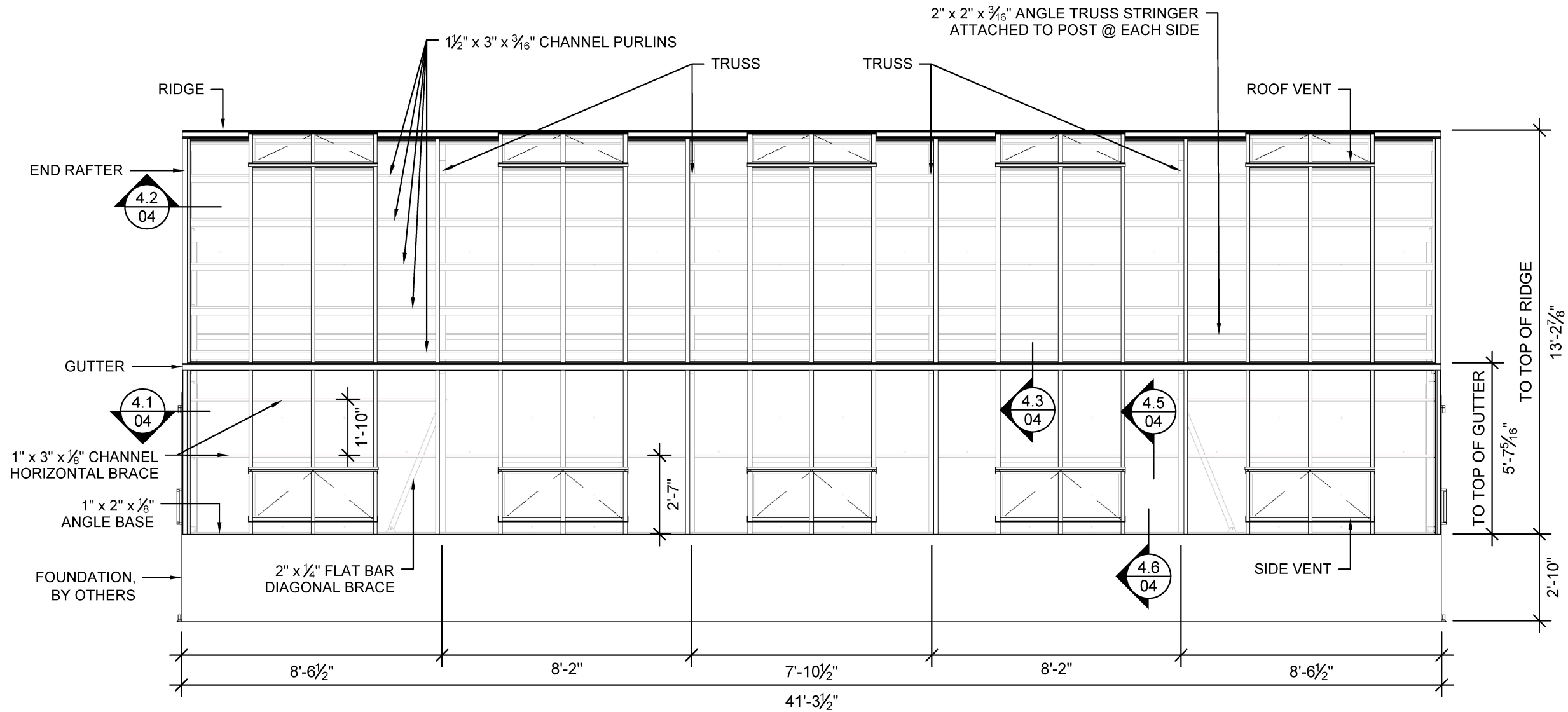
Customer: **GLOBAL ACADEMY**  
3000 5th STREET NW  
NEW BRIGHTON, MN 55112

Drawn By: ED

Checked By: --

Page No.: 03C

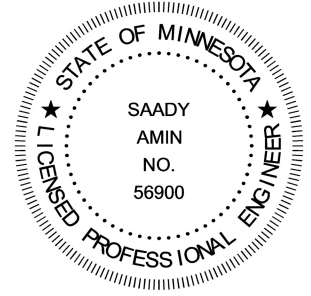
REAR ——— FRONT



**RIGHT ELEVATION**  
Scale: 1/4" = 1'-0"

Submitted For:	Submitted On:	Rev. Description
Engineering	2026 01 21	

Engineer Loads & Stamp (as required):



DATE SIGNED: 1/22/2026  
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Product: CT 20 40 SG6SG6L+

Customer: **GLOBAL ACADEMY**  
3000 5th STREET NW  
NEW BRIGHTON, MN 55112

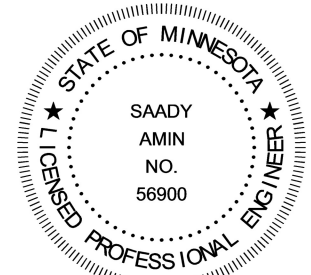
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Checked By: --

Page No.: 03D

Submitted For:	Submitted On:	Rev. Description
Engineering	2026 01 21	

Engineer Loads & Stamp (as required):



DATE SIGNED: 1/22/2026  
DATE EXPIRES: 6/30/2026



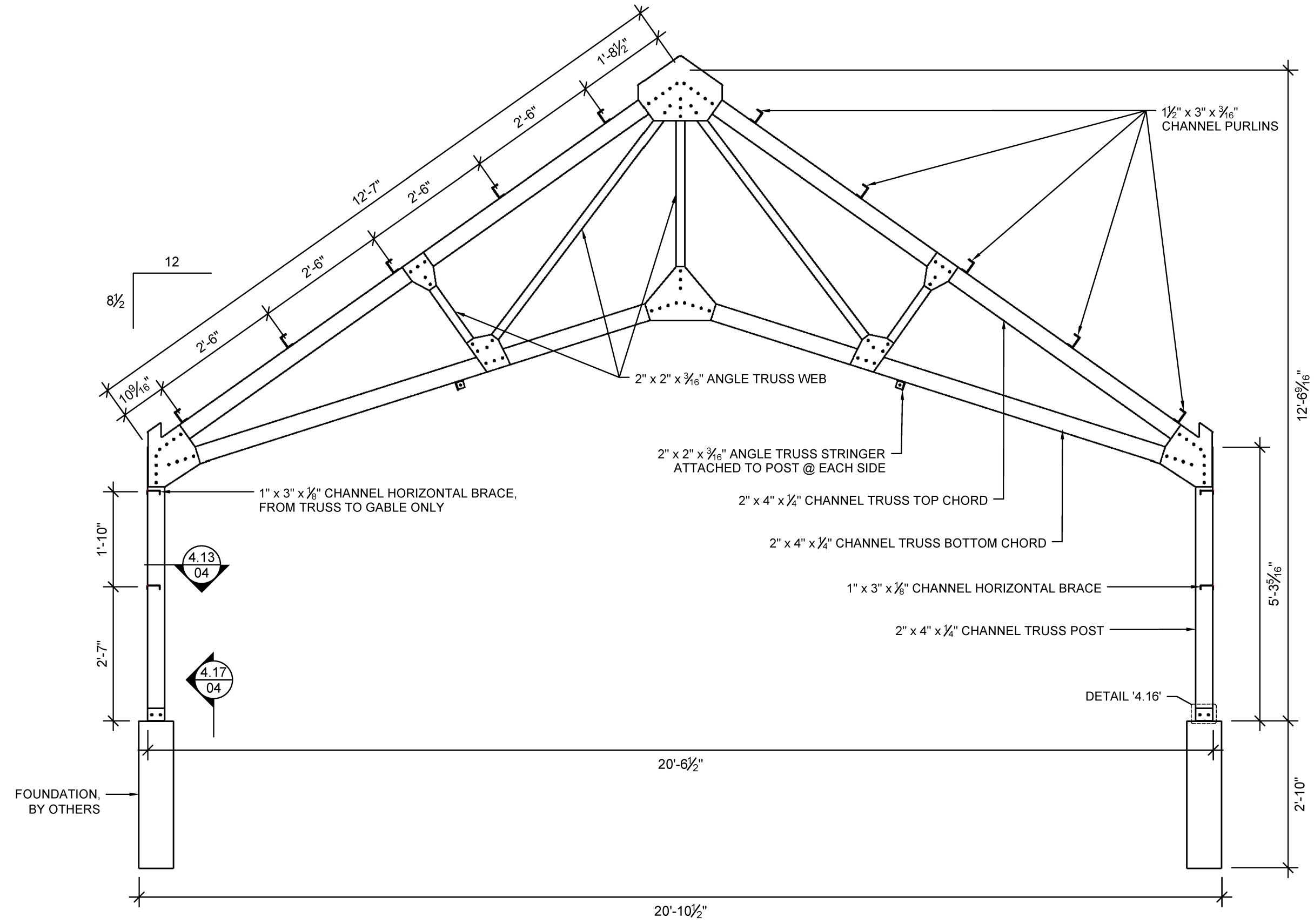
Product: CT 20 40 SG6SG6L+

Customer: **GLOBAL ACADEMY**  
3000 5th STREET NW  
NEW BRIGHTON, MN 55112

Drawn By: ED

Checked By: --

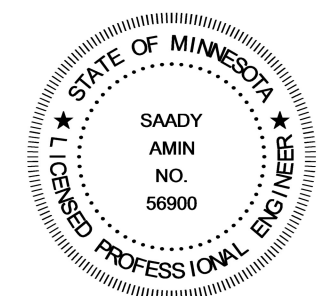
Page No.: 03E



**TRUSS ELEVATION**  
Scale: 1/2" = 1'-0"

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Engineering	2026 01 21	

Engineer Loads & Stamp (as required):



DATE SIGNED: 1/22/2026  
DATE EXPIRES: 6/30/2026



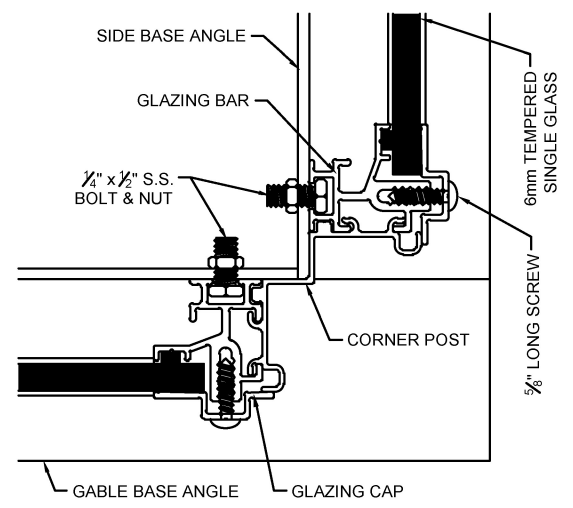
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Customer: GLOBAL ACADEMY  
3000 5th STREET NW  
NEW BRIGHTON, MN 55112

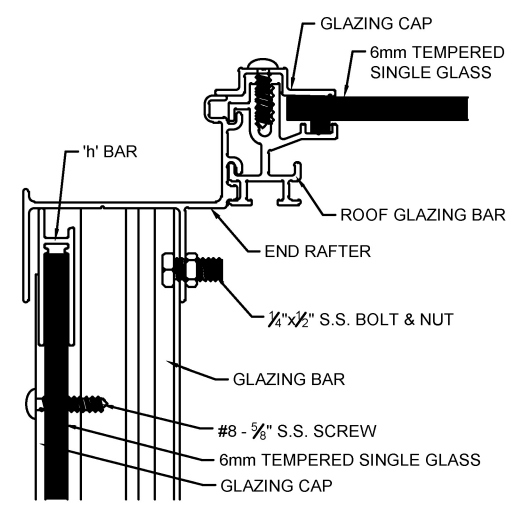
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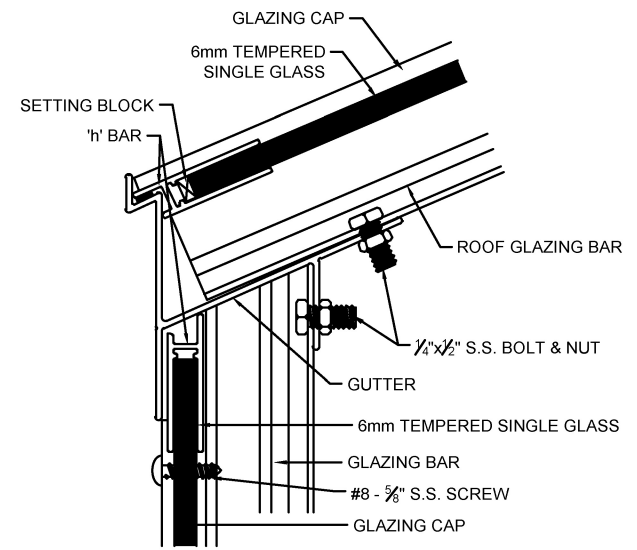
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4.1 CORNER DETAIL  
Scale: 6" = 1' - 0"

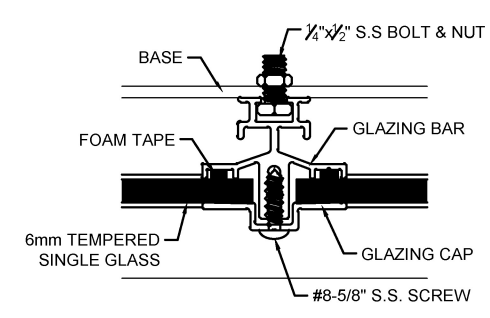


4.2 END RAFTER SECTION  
Scale: 6" = 1' - 0"

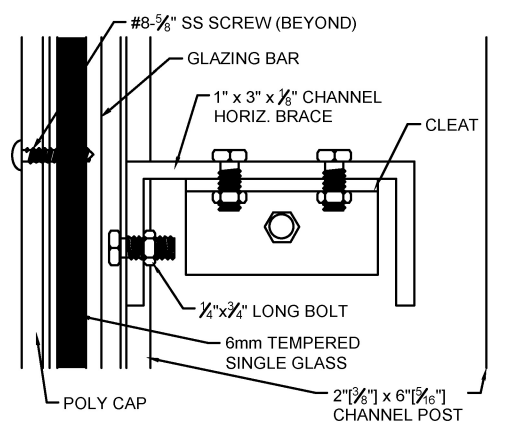


4.3 GUTTER SECTION  
Scale: 6" = 1' - 0"

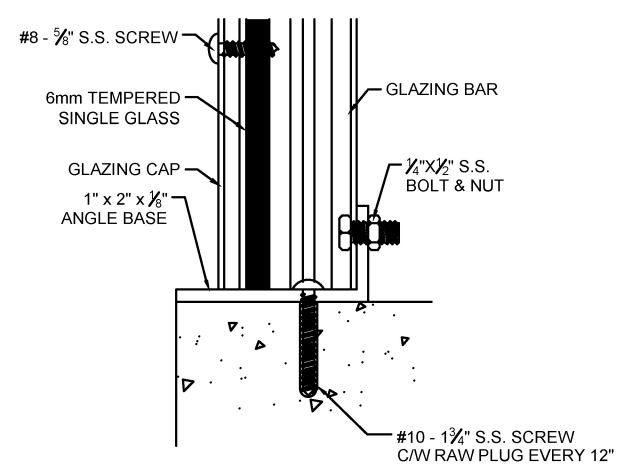
ANCHOR NOTES:  
- MIN. EDGE DISTANCE FOR SCREW IS 1 1/2"  
- MIN. EFF. EMBED DEPTH FOR 1/2" CONC. ANCHOR IS 4"  
- MIN. EFF. EMBED DEPTH FOR 3/8" CONC. ANCHOR IS 3.25"  
- MIN. EDGE DISTANCE FOR CONC. ANCHORS IS 4"



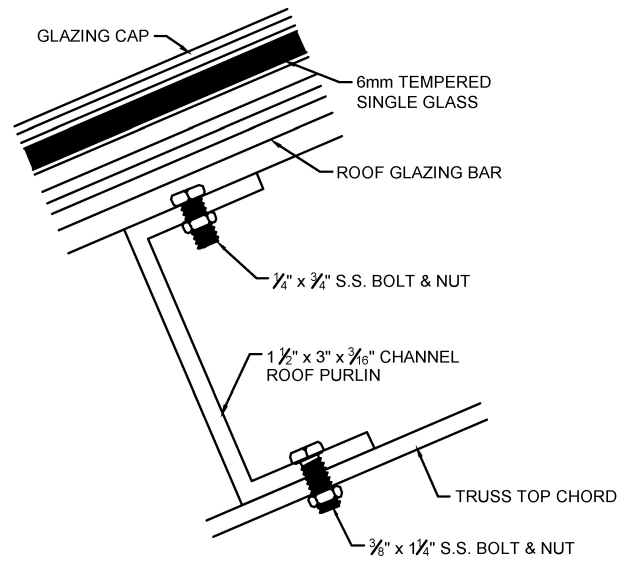
4.4 GLAZING BAR  
Scale: 6" = 1' - 0"



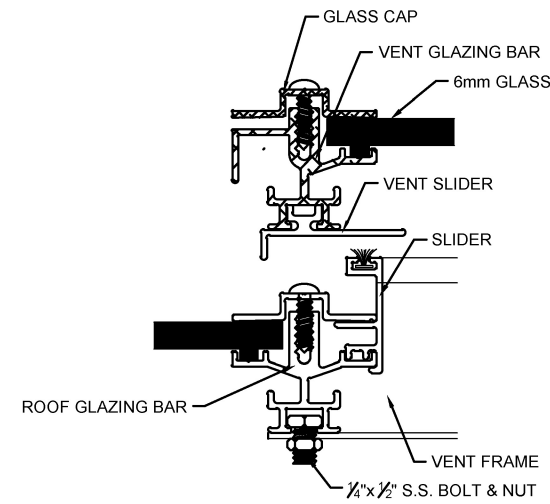
4.5 BRACE CONNECTION DETAIL  
Scale: 6" = 1' - 0"



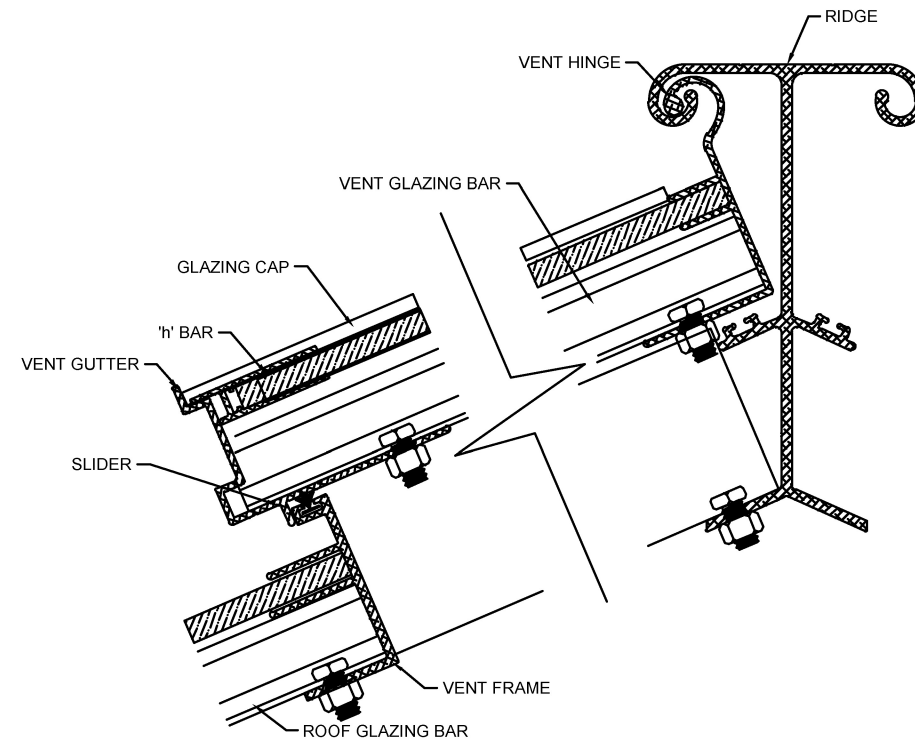
4.6 BASE SECTION  
Scale: 6" = 1' - 0"



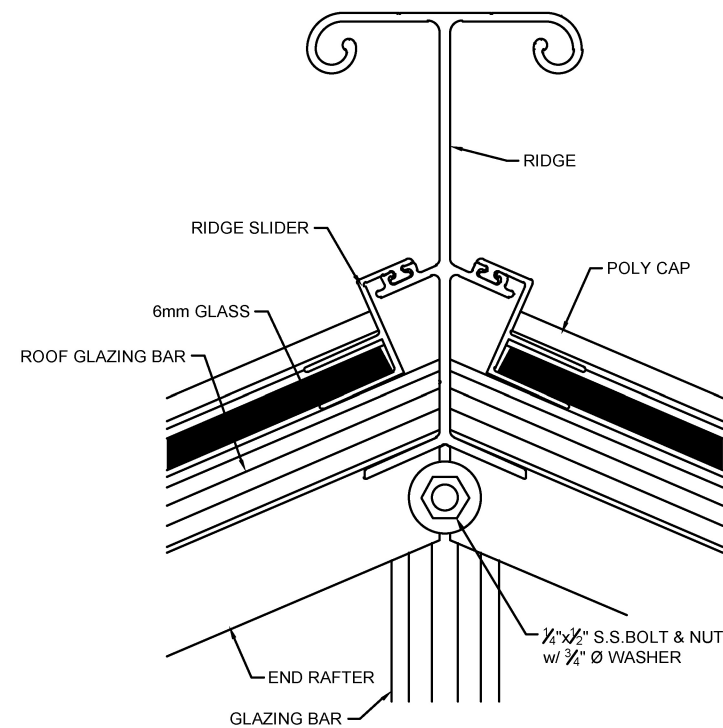
**4.7 ROOF PURLIN SECTION**  
Scale: 6" = 1' - 0"



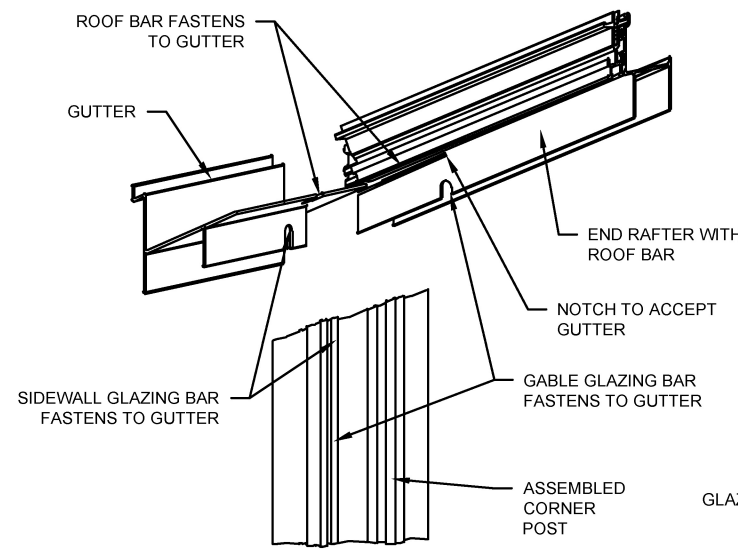
**4.8 ROOF VENT FRAME SECTION**  
Scale: 6" = 1' - 0"



**4.9 ROOF VENT FRAME SECTION**  
Scale: 6" = 1' - 0"

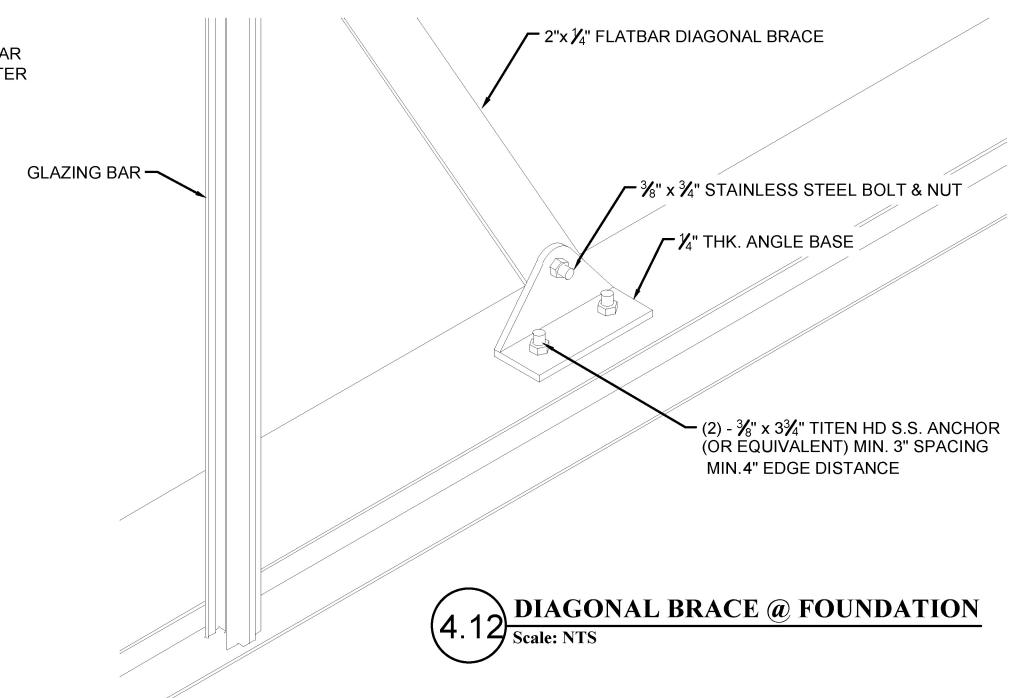


**4.10 END RAFTER MITRE DETAIL**  
Scale: 6" = 1' - 0"



**4.11 3D CORNER ASSEMBLY DETAIL**  
Scale: NTS

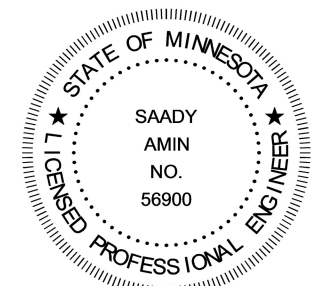
**ANCHOR NOTES:**  
 - MIN. EDGE DISTANCE FOR SCREW IS 1 1/2"  
 - MIN. EFF. EMBED DEPTH FOR 1/2" CONC. ANCHOR IS 4"  
 - MIN. EFF. EMBED DEPTH FOR 3/8" CONC. ANCHOR IS 3.25"  
 - MIN. EDGE DISTANCE FOR CONC. ANCHORS IS 4"



**4.12 DIAGONAL BRACE @ FOUNDATION**  
Scale: NTS

Submitted For:	Submitted On:	Rev. Description
Engineering	2026 01 21	

Engineer Loads & Stamp (as required):



DATE SIGNED: 1/22/2026  
DATE EXPIRES: 6/30/2026



Product: CT 20 40 SG6SG6L+

Customer: **GLOBAL ACADEMY**  
3000 5th STREET NW  
NEW BRIGHTON, MN 55112

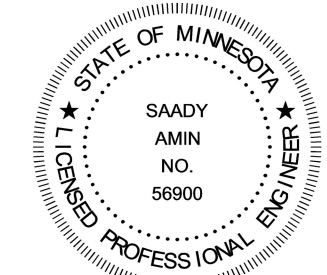
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Submitted For:	Submitted On:	Rev. Description
Engineering	2026 01 21	

Engineer Loads & Stamp (as required):



DATE SIGNED: 1/22/2026  
DATE EXPIRES: 6/30/2026



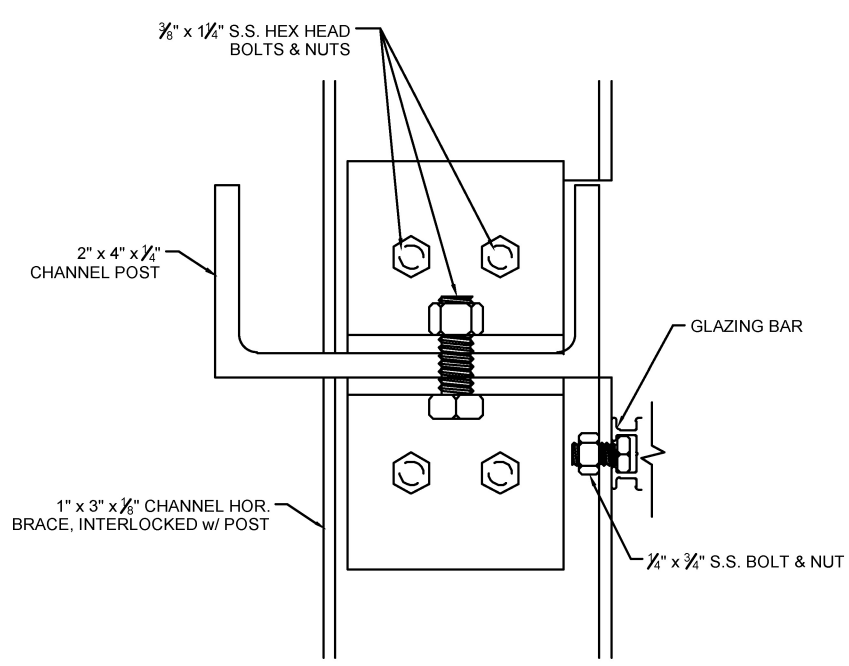
Product: CT 20 40 SG6SG6L+

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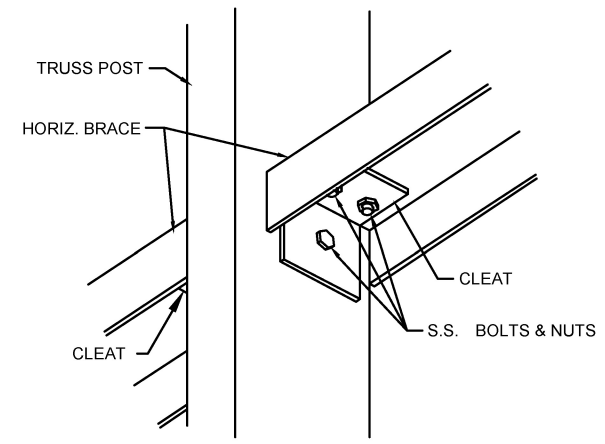
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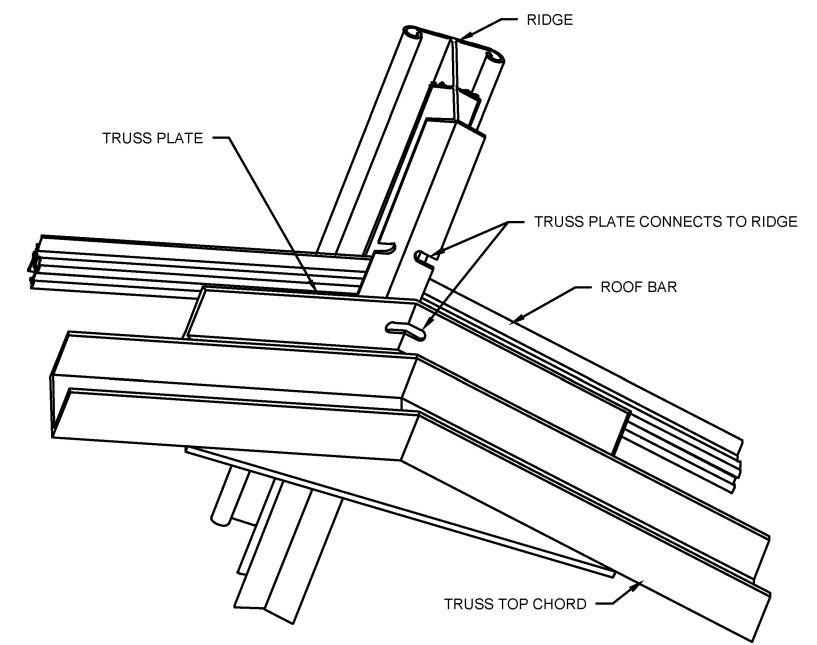
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**4.13 POST AT GLAZING BAR**  
Scale: 6" = 1' - 0"

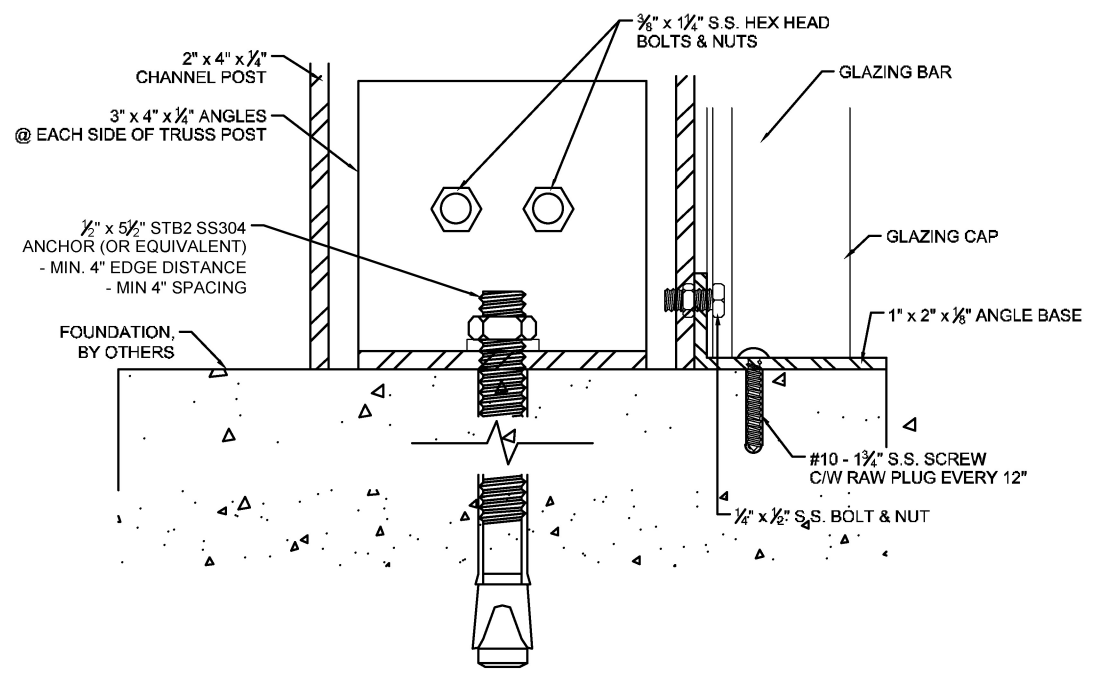


**4.14 HORIZONTAL BRACE & POST CONNECTION DETAIL**  
Scale: NTS

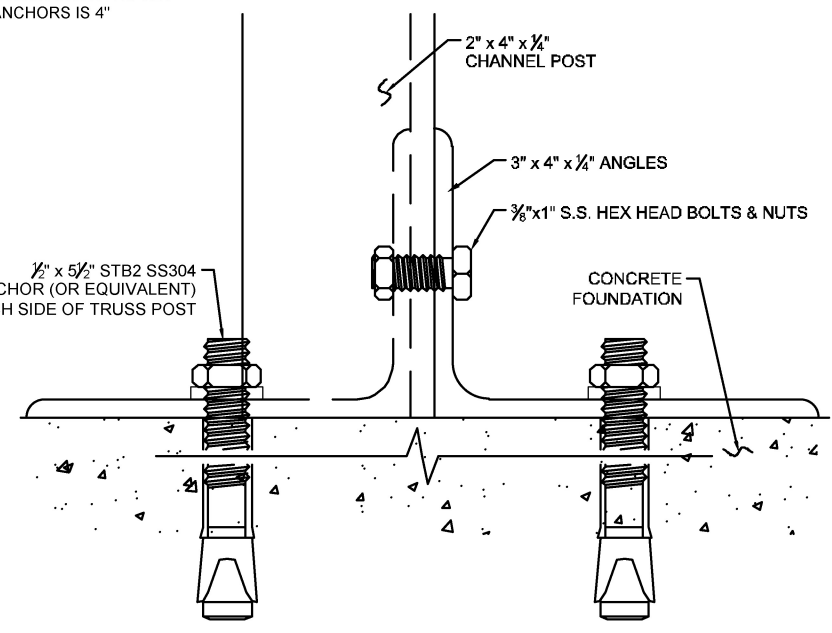


**4.15 3D TRUSS PLATE AT RIDGE (VIEWED FROM INSIDE)**  
Scale: NTS

**ANCHOR NOTES:**  
- MIN. EDGE DISTANCE FOR SCREW IS 1 1/2"  
- MIN. EFF. EMBED DEPTH FOR 1/2" CONC. ANCHOR IS 4"  
- MIN. EFF. EMBED DEPTH FOR 3/8" CONC. ANCHOR IS 3.25"  
- MIN. EDGE DISTANCE FOR CONC. ANCHORS IS 4"



**4.16 POST ANCHOR**  
Scale: 6" = 1' - 0"



**4.17 GABLE POST/TRUSS POST ANCHORING**  
Scale: 6" = 1' - 0"

Project Narrative – Global Academy Greenhouse:

Dear City of New Brighton,

Global Academy is requesting permission to build a 20' x 40' greenhouse on its campus. The greenhouse will be used by students and staff for educational purposes. We anticipate multiple benefits for students and staff to enrich learning from this proposed greenhouse.

Global Academy will fund the project through a grant, which was awarded from the Mortenson Company.

We have been working with Civil Site Group to engineer a site on campus that assures safety to the students. Civil Site is also making sure the greenhouse will meet all watershed requirements as well as runoff requirements as per Rice Creek Watershed and the City of New Brighton.

Global Academy is working in conjunction with Wisconsin Greenhouse Company who design the greenhouse as well as construct it.

The timing of the project is dependent on City approval, but our goal is to start construction immediately.

We are very excited for all the ways this greenhouse will benefit the education here at Global Academy. Please contact me directly with any questions. Thank you

Brandon Krosch

Buildings and Grounds Manager – Global Academy

763-245-0777

Conditional Use Permit Worksheet:

**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.**

Our main concern is the safety of the students at Global Academy. The proposed location of the greenhouse requires students to cross a small section of parking lot. To assure safety we propose a crosswalk to be painted indicating to any traffic in the lot that this is an area students will be crossing. We will also provide visual metal signage facing south and another sign facing east so that vehicles approaching are aware of the crosswalk. All students will be accompanied by a staff member that will survey the area for any dangerous situations. Students would exit the building out door number 1 and travel down the walking ramp to the west. This location allows people using the crosswalk visibility should vehicles travel from either directions. At the bottom of this ramp the crosswalk would be indicated to cross the walk – approximately 30 feet. A walking path will then lead them safely to the greenhouse. Please see image below of proposed discussed crosswalk.

We do not foresee any other safety or health concerns with the proposed location.



**2 – Describe why your use will not be injurious to the use and enjoyment of nearby properties, and why it will not substantially diminish or impair property values in the area.**

The proposed location will not be injurious to any of the nearby properties. The location provides a visual improvement to the prairie area of the school, which currently looks vacant and unkept. We do not see that the greenhouse will impair property values.

**3 – Show how your proposed use will not impede the normal and orderly development or improvement of surrounding properties.**

The proposed location of the greenhouse meets all the setback requirements of the City of New Brighton. We see nothing that would impede.

**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).**

Our civil engineering team – Civil Site Group – has had all utilities marked regarding the proposed location. There are no public utilities that would interfere with the proposed location of the greenhouse. Please see attached Civil Site plan.

**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.**

Construction of the greenhouse will not commence until after the school year is over for teachers and staff. Since there are no summer programs at Global Academy the parking lots have very few cars and plenty of space for loading and unloading in accordance with code.

**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.**

We refer to our civil engineering team on this who have been working with the city of New Brighton as well as the Rice Creek Watershed. They have also run numbers on the runoff from the parking lot. Upon conclusion of this study all parties see no damaging impacts that the greenhouse would create. I will refer to the attached study from Civil Site.

**7 – Explain how your use conforms to any specific review criteria outlined in Zoning Code chapter 5 specific to your use.**

I will refer to the city of New Brighton Zoning Code – Section 5.3 – 10a. The proposed greenhouse conforms to this by being over 30 feet from any residential boundary. Regarding Section 5.3 – 10b and c – these are not applicable to our situation as the greenhouse will not impede parent pickup and our busing occurs on the other side of campus away from the proposed location.



<b>Agenda Section:</b>	<b>Council Business</b>
<b>Meeting Date:</b>	<b>May 26, 2026</b>

**REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY**

**ITEM DESCRIPTION: Consider a Resolution Approving a Conditional Use Permit Amendment Authorizing the Addition of a Greenhouse to Global Academy at 3000 5th Street NW.**

<b>Action Requested:</b> <u>Motion</u>
<b>Form of Action:</b> <u>Resolution</u>
<b>Votes Needed:</b> <u>3 Votes</u>

<b>Summary Statement:</b>	Global Academy is proposing to construct a roughly 41’ x 20’ greenhouse (≈ 820’ sq ft) on the school campus to add to their educational offerings for students. As this item is directly connected to the public hearing directly preceding this item, all materials and the full review of this proposed project were included in that portion of the packet.
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<b>Recommendations:</b>	The Planning Commission is unanimously recommending <b>APPROVAL</b> of the request with conditions. Staff concurs with this recommendation.
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<b>Applicable Deadlines:</b>	Based on an application date of 4/8/26, the 60-day review period for this application expires on 6/7/26.
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<b>Community Impact:</b>	No impacts identified, and all minor concerns can be addressed via conditions.
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<b>Legislative History:</b>	2018: SUP approved to authorize Global Academy to take over the building/space previous occupied by the United Theological Seminary. 2021: SUP Amendment approved to authorize the addition of a new gym
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	<p>to the school facility.</p> <p>2023: SUP Amendment approved to allow construction of a new storage garage on the northern edge of the property.</p> <p>2026: SUP Amendment proposed to add a new greenhouse feature to the school's offerings.</p>
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<b>Strategic Priority:</b>	<u>N/A</u>
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<b>Fiscal Impact:</b>	<b>Financial Consideration?</b>	<u>No</u>
	Revenue/Expenditure Amount:	\$
	Financing Source:	<u>N/A</u>
	Notes:	

<b>Attachments:</b>	<table border="1" style="width: 100%;"> <tr> <td style="width: 10%;">1.</td> <td>Resolution</td> </tr> </table>	1.	Resolution
1.	Resolution		

**RESOLUTION  
CITY COUNCIL  
CITY OF NEW BRIGHTON**

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT  
TO AUTHORIZE THE ADDITION OF A GREENHOUSE TO GLOBAL ACADEMY  
AT 3000 5<sup>TH</sup> STREET NW**

**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**, Global Academy (the “Applicant”) is seeking a conditional use permit amendment to allow the addition of a greenhouse feature to the school at 3000 5<sup>th</sup> Street NW (the “Property”) which has the PID number 30-30-23-23-0044 and is legally described as:

*Lot 2, Block 1, Seminary Estates 2<sup>nd</sup> Addition.*

**WHEREAS**, staff fully reviewed the request and prepared a report for consideration by the Planning Commission at their meeting on May 19, 2026; and

**WHEREAS**, the Planning Commission held a public hearing on the request at the May 19, 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 26, 2026, the recommendations of the Planning Commission, Staff, the Applicant's submissions, the contents of the staff report, and other evidence available to the Council.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of New Brighton hereby approves the requested conditional use permit amendment based on the following findings of fact:

1. The subject property is 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. The addition of a small greenhouse to complement the existing school facilities will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare provided all conditions are followed.

3. The existing site plan can accommodate the greenhouse use without impacting surrounding lands.
4. The addition of a greenhouse to the property will have no negative impacts on public infrastructure or services in this area.
5. The greenhouse will not have a 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. All issues outlined in the Engineering Memo dated 5-12-26 shall be successfully addressed.
2. Exterior materials on the knee wall surrounding the greenhouse must be compliant with code standards (must match or be complementary to the existing primary structure on the site).
3. All utility extensions must be approved by engineering prior to a building permit being approved for construction of the greenhouse.
4. An RCWD Notice of Intent form along with final plans shall be submitted to the RCWD prior to beginning construction.
5. Official school use of the greenhouse facility by classes should avoid conflicts with primary drop-off and pick-up times to minimize potential interaction between students and vehicles.
6. The irrigation service to the greenhouse must be metered.

**ADOPTED** this 26<sup>th</sup> day of May, 2026, by the New Brighton City Council with a vote of \_\_ ayes and \_\_ nays.

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Kari Niedfeldt-Thomas, Mayor

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Devin Massopust, City Manager

ATTEST:

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Terri Spangrud, City Clerk



<b>Agenda Section:</b>	<b>Council Business</b>
<b>Meeting Date:</b>	<b>May 26, 2026</b>

**REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY**

**ITEM DESCRIPTION:** Consider a Resolution Approving a Conditional Use Permit authorizing the Little Voyageurs' Montessori School to co-locate with Atonement Church on the Property at 1980 Silver Lake Road

<b>Action Requested:</b> <u>Motion</u>
<b>Form of Action:</b> <u>Resolution</u>
<b>Votes Needed:</b> <u>3 Votes</u>

<b>Summary Statement:</b>	Atonement Church is seeking to welcome Little Voyageurs' Montessori School to 1980 Silver Lake Road NW to operate from this location in the coming years. Little Voyageurs is losing their current location in Colombia Heights at the end of this school year and are seeking a new location prior to the '26-'27 school year.
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<b>Recommendations:</b>	The Planning Commission and staff are both recommending <b>APPROVAL</b> of the request with conditions.
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<b>Applicable Deadlines:</b>	Based on an application date of 4/15/26, the 60-day review period for this application expires on 6/14/26. This deadline can be extended an additional 60-days if need be.
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<b>Community Impact:</b>	None provided all conditions are followed.
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<b>Legislative History:</b>	<p>1961: Atonement Church is built.</p> <p>1972: Atonement Church opens King's Kids Preschool which has been in operation for 54 years but has seen enrollment declining and will be shut down at the end of this school year.</p> <p>2026: Little Voyageurs are proposing to replace the previously existing day care with their own facility which will no longer be part of the church.</p>
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<b>Strategic Priority:</b>	<u>N/A</u>
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<b>Fiscal Impact:</b>	<b>Financial Consideration?</b>	<u>No</u>
	Revenue/Expenditure Amount:	\$
	Financing Source:	<u>N/A</u>
	Notes:	

<b>Attachments:</b>	1.	Staff Report
	2.	Resolution
	3.	Mailing Map
	4.	Zoning Map
	5.	Site Plan
	6.	Drop Off and Parking Plan
	7.	Narrative
	8.	CUP Worksheet

*To:* **City Council**

*From:* Ben Gozola, Assistant Director DCAD

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

*Applicants:* Little Voyageurs' Montessori School & Atonement Church

*Main Contacts:* Karen Smith, Little Voyageurs' Montessori School

*Location:* 1980 Silver Lake Road

*Zoning:* **MUN (Mixed Use Neighborhood)**

### ***Introductory Information***

***Project:***

- Atonement Church is seeking to welcome Little Voyageurs' Montessori School to 1980 Silver Lake Road NW to operate from this location in the coming years. Little Voyageurs is losing their current location in Colombia Heights at the end of this school year and are seeking a new location prior to the '26-'27 school year.

***History:***

- 1961: Atonement Church is built.
- 1972: Atonement Church opens King's Kids Preschool which has been in operation for 54 years but has seen enrollment declining and will be shut down at the end of this school year.
- 2026: Little Voyageurs are proposing to replace the previously existing day care with their own facility which will no longer be part of the church.

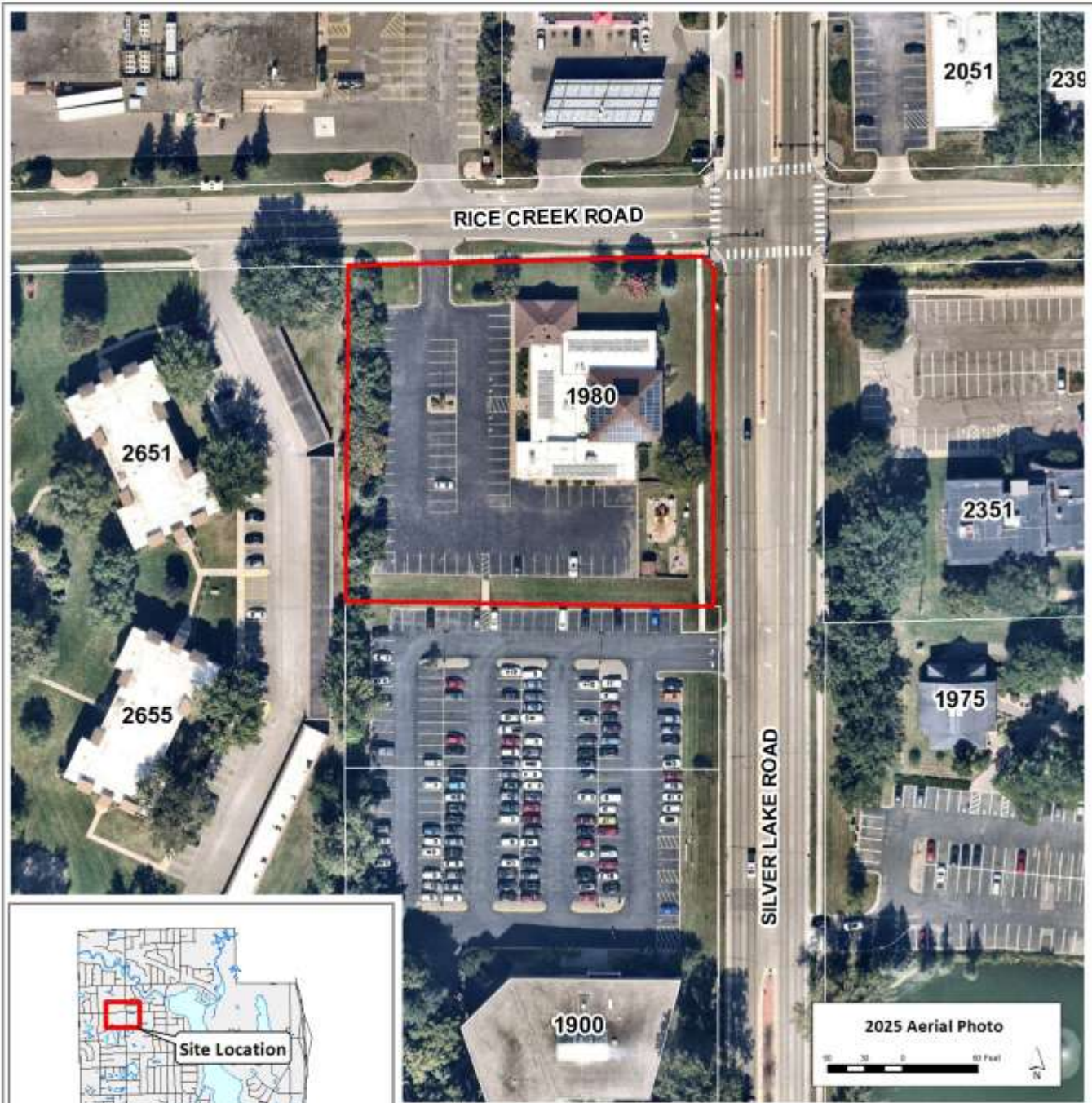
***Request(s):***

- **Conditional Use Permit to authorize a school to operate out of the building at 1980 Silver Lake Road NW.**

### ***General Findings***

***Site Data:***

- Existing Lot Size  $\approx$  1.88 acres
- Existing Use – Church
- Existing Zoning – MUN
- Property Identification Number (PID): 18-30-23-34-0077



Location within the City of New Brighton

SITE IDENTIFICATION MAP

**1980 Silver Lake Rd.**

**NEW BRIGHTON**  
Building Tomorrow Today

**Comp Plan  
Guidance &  
Zoning:**

- **The comprehensive plan guides this property for mixed use neighborhood, and places of public assembly (which encompasses churches) and schools are conditionally permitted uses.**

**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 3.7(E) Mixed Use Zoning Districts.**  
Outlines general requirements for the MUN 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:**

*Dear New Brighton City Council,*

*Little Voyageurs' Montessori School (LVMS) is currently located in Columbia Heights, MN and has been in operation since 1968. It is one of the oldest Montessori Schools in the Twin Cities area that has been providing an early childhood and kindergarten Montessori educational program. We are a 501(c)3 non-profit governed by a parent-run Board. Additionally, LVMS is accredited by the National Association for the Education of Young Children (NAEYC) and has a "4 of 4-star" rating from the Parent Aware Program and licensed through the MN Department of Children, Youth, and Families.*

*LVMS is a very diverse school community in terms of our staff, children, and families - we come from a variety of ethnic, racial, religious, and socioeconomic backgrounds. LVMS*

(cont.) strives to be a welcoming place for all and aims to provide a Montessori education to children who may not otherwise have access to one.

Many of our families are on some sort of financial assistance - either through the Early Learning Scholarships or county assistance (CCAP), or through our own financial aid program. We care deeply about making Montessori education accessible to anyone who would like to participate in one. Additionally, our families come from a variety of communities in the surrounding area - 18% of our enrolled children currently reside in New Brighton, the highest concentration from any of the surrounding communities.

Little Voyageurs' Montessori School is currently serving 30-35 children, and we do not anticipate having over 40 children. Our formal Montessori program is 8:30am -3:30pm. Many children come earlier and/or stay later so their times vary. Children currently arrive generally between 7:15 a.m. and 9:30 a.m. and depart 3:00 p.m. to 5:30 p.m. Therefore, everyone does not arrive or leave at the same time. There is a group of parents arriving between 8:00 and 8:45am. There are a group of parents that pick up between 3:25 - 3:45 p.m. Parents will park their vehicle and walk their child in or out and sign their child in or out as required by licensing. Other parents will drop off or pick their child up before and after work during the earlier and later hours. There will not be a long line of vehicles that would back up onto any of the streets. Additionally, we offer flexibility for parents. Parents have the option to choose a half-day or full-day program, and extended care is available before and after the Montessori sessions. We are a year-round program, and our current licensed hours are 6:00am-6:00pm. There are enough parking spaces to accommodate parents dropping off and picking up because parents arrive at various times. LVMS does not transport children or have a bus company transporting children.

LVMS currently has 10 staff. There is an overlap during the day, which all staff may be present for a period of time. We do have part-time staff that may not work every day. Our staff work hard to be a program that stands apart from the rest, and in providing an exceptional environment and programming for young children. We have dedicated, long-term staff- many of whom have been with our school for 10-20+ years.

We were informed in late December 2025 that our lease was not going to be renewed after 25+ years of continuous operation in our current space. This was unexpected and very difficult news for us, but we were determined to find a new location where we could continue providing an outstanding Montessori program for years to come. After receiving this news, we were introduced to Atonement Lutheran Church in New Brighton through a mutual connection. After touring many spaces and exhausted all options within a reasonable distance from our current location, it became clear to us that Atonement

(cont.) *Lutheran Church is the only location that could meet the space needs for our Montessori program.*

*To begin with, Atonement Lutheran Church has a great foundation for a program. They have had an early childhood program in their space for many years, so they have a wing of the building that is already set up for a program. (This program had already planned to end after this school year, prior to us coming into the picture.) Although some modifications will need to be made to the space for it to be conducive to the Montessori philosophy and the needs of our program, it is a great base to work with. Additionally, we have already established a good rapport with various members of the church and church staff. We look forward to a mutually beneficial collaborative relationship with them for years to come. Finally, many of our families have expressed support for our decision to partner with Atonement Lutheran Church and are hopeful about the transition to a new space.*

*This admittedly hasn't been an easy journey for us. We're sad to see a long chapter in our school's history come to a close. However, we look forward with anticipation to the future and to starting a new chapter of our school's history. Thank you very much for your consideration to approve our CUP application so that we can continue to be an asset to the New Brighton community, and to the youth and families of the surrounding area, for years to come.*

*Kind regards,  
Karen Smith  
LVMS Parent's Board*

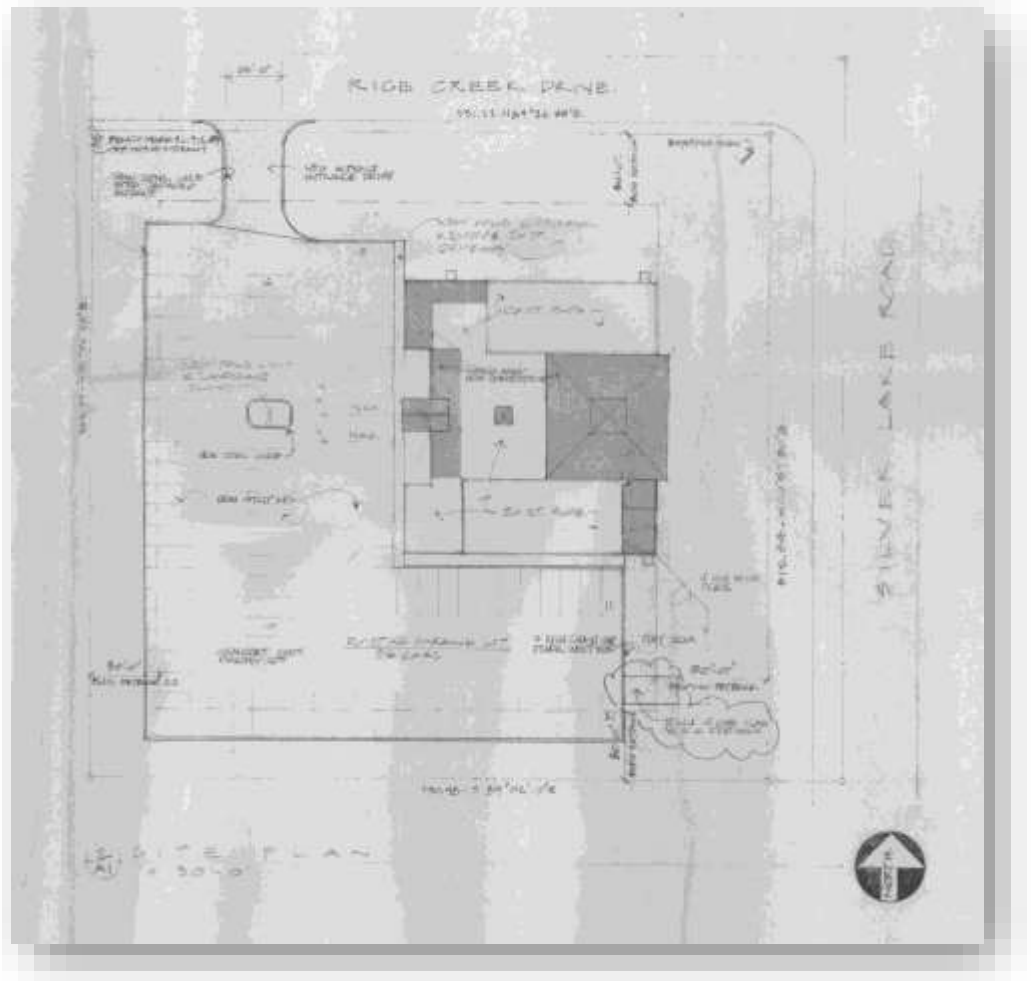
*Additional Info:*

- Atonement's activities are mainly during the evening and weekend hours. There is a small staff that work daily at the church office and there are a few activities during the week for their members.*
- Little Voyageurs' Montessori School will operate Monday through Friday from about 6:00 am to 6:00 pm so there will be little overlap of programs.*
- The main entrance to the parking lot is from Rice Creek Road.*
- Parents will enter and drive south in the right (west) driving lane and park, then enter the building on the south side of the building (southwest corner) which will be Little Voyageurs' entrance. This entrance is away from the main church entrance.*
- There are 73 parking spaces and 4 handicap spaces for a total of 77 parking spaces.*

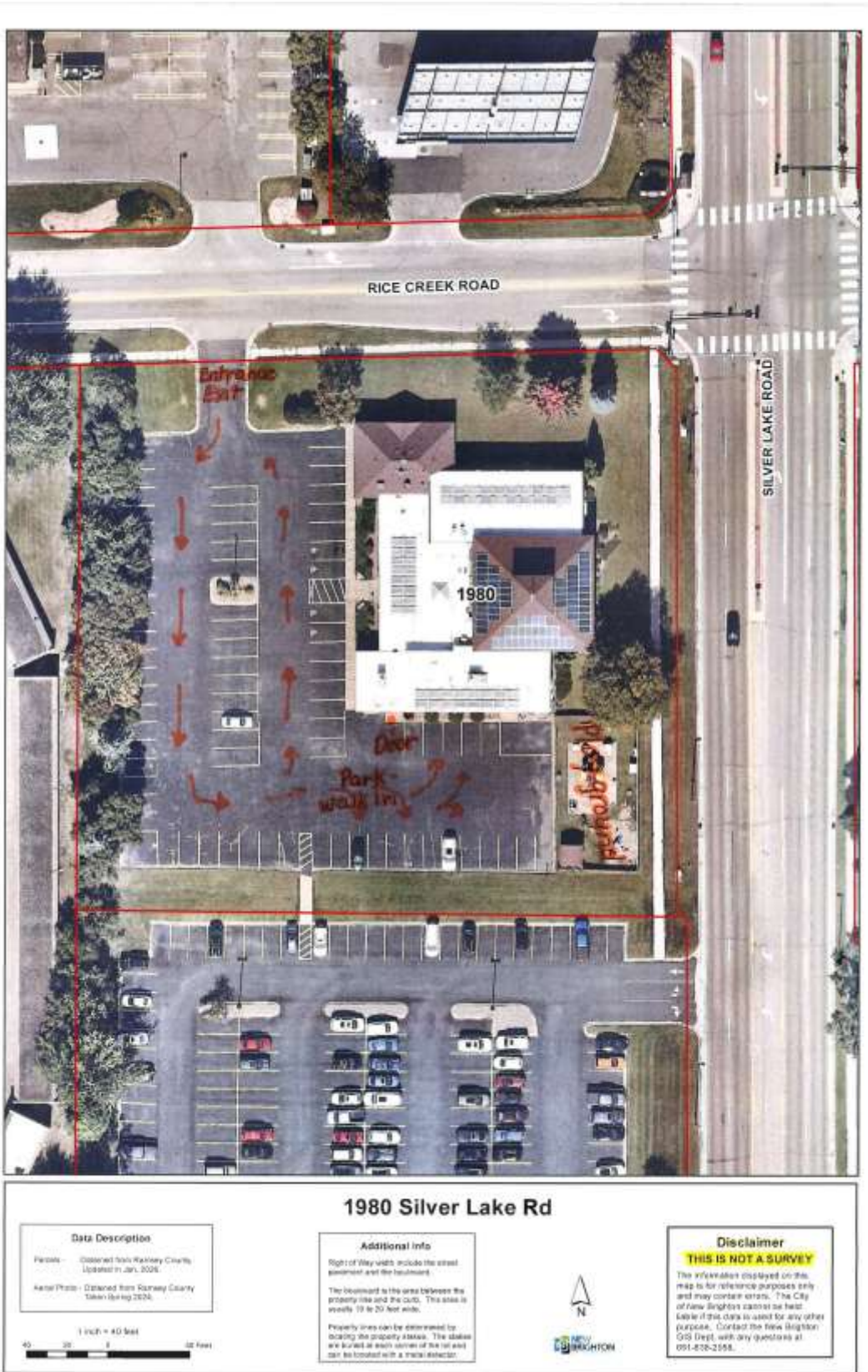
- (cont.)
- The current playground is by the southeast corner of the building and has a storage shed for playground equipment and toys. The playground has a fence about 6 feet high on the east side which was installed by New Brighton City. On the north, west, and south sides of the playground there is currently a 4-foot fence. The plan is to install new fencing on the north, west, and south sides that are 6-8 feet high. The playground currently has grass and sand areas and wood chips under the climbing equipment.

**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.



**Right:**

Proposed area of a playground extension into the adjacent parking lot as generally agreed upon with the applicant. The final configuration of fencing must be approved by DCAD and the Fire Marshall prior to installation.



**Above:** a gap must be maintained between the play area and building for fire protection purposes.

**Left:** existing fencing must be replaced.

## Conditional Use Permit Review:

**In General:** ▪ Schools require a Conditional Use Permit in the MUN 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: *Little Voyageurs' Montessori School (LVMS) is a year-round Montessori program for children 3-6 years (preschool/kindergarten). Our activities will be within the building and in the boundaries of the property. There will be no health, safety, moral, or welfare-related threats on or near our site.*

Staff Analysis: As proposed, staff would agree that a small school (no more than 40 students under this CUP) would not be detrimental to those residing or working near the existing church. Importantly, this property has maintained the King's Kids daycare for decades which used to have enrollments similar to this proposed school, so this use is not entirely new to this location. Should the school ever wish to exceed 40 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 an expanded outdoor play area, etc.

From a safety perspective, staff are recommending the following conditions for this CUP:

- a) The existing outdoor play area needs new fencing on its north, west, and south sides. The applicant has indicated they intend to use 6' tall black vinyl chain-link which would be allowable if approved as part of this CUP as being appropriate for this location and for site aesthetics. Given the purpose and location of this fencing, staff believe black vinyl chain link would be appropriate and would not detract from the area.
- b) New play area fencing may extend into the parking lot in the general configuration shown on page 8, but final configuration of fencing must be approved by DCAD and the Fire Marshall prior to installation. New fencing within the parking lot area is expected to require installation of new curbing to control stormwater and add protection for the plan area.
- c) One new accessible parking space shall be provided on the south side of the building, or the applicants must demonstrate that existing accessible spaces to the west of the building meet all qualifications to satisfy accessibility standards.

**Criterion met with conditions.**

- (cont.) 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 is for young children, which is the current use of the space (for over 40 years) - we will be replacing a young children's program that is currently onsite and will be closing. The majority of the immediate properties are businesses and apartment buildings. If anything, it will bring support to the local young families.*

Staff Analysis: As noted, this is not really a new use to this site as the King's Kids daycare has run out of this space for decades, and did at one time care for roughly the same number of children that are expected to enroll at the new school. This CUP is necessary though to address the return to the higher number of students when compared to King's Kids enrollment in recent years.

It is notable that this site has both significant distance and/or physical barriers between it and adjacent housing, thereby addressing potential impacts to surrounding residential properties. 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.**

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: *Our program will be contained to the facility and grounds of the church. There will be no negative impact to the surrounding properties.*

Staff Analysis: The proposed addition of a small school to this site to replace the long-tenured day care 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: *A small early childhood program will not impose undue burden on public utilities or public services. The program includes normal learning and play activities that young children participate in that help them develop physically and mentally.*

Staff Analysis: Given the proposed limitation on students at 40, staff believes there is currently ample room for vehicle stacking during pick up and drop off times such that vehicles will never stack back into Rice Creek Road. 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-

(cont.)

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 parking lot has more than enough spaces to accommodate our full staff, as well as parents dropping off/picking up (in addition to the parking needs of Atonement church members). Parents will park and walk their children into the building to sign-in/sign-out, as required by DCYF (Licensing). An outside storage building (shed) is currently located on the SW corner of the playground for the outside equipment and toys.*

Staff Analysis: Parking will not be an issue as the hours of operation for the school and church services which demand parking 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: *None of the features stated above exist on or near the property. The surrounding area includes businesses such as grocery and retail stores, another church, a gas station, and community golf course.*

Staff Analysis: There are 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.**

7. ***The conditional use will adhere to any applicable additional criteria outlined in Chapter 5 for the proposed use.***

APPLICANT COMMENTS: *The parking lot and the area for parents to drop-off and pick-up are part of the property and we have a designated entrance door. Overnight parking is not permitted. The outside play area is already established on the property, continuous to the facility. It currently has a 4-foot fence on 3 sides and a higher fence to the east; the fence separates the parking lot and the play area. The play area currently has grass and a sand area, and does not have impervious surface for more than one-half of the playground area. It meets the minimum size requirement of 2,000 square feet.*

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.***

Staff Analysis: **Criterion met.**

(cont.)

**(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.**

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, should it be necessary in the future, 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.**

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.**

Staff Analysis: The Little Voyageurs’ Montessori School serves children throughout the metro, and will become a mixed-use feature as a secondary component to the church use on this site. **Criterion met.**

### Supplementary Review & Public Comment

**Additional Information:**

- None

**Engineering Review:**

- No concerns noted.

**Ramsey County Review:**

- If/when the entrance is repaved, the facility will need to acquire a commercial access permit from Ramsey County.

**Public Safety Review:**

- Fencing around the playground area must not block access to the buildings Fire Department Connection (FDC), and the existing gap in fencing providing access to the south side of the building must be preserved.

- (cont.)
- Accessible parking options:
    1. Existing accessible spaces on the western side of the building must be given accessible access to the school entrance; or
    2. An additional accessible space must be added to the south of the building and be given accessible access to the school entrance.

**Public Comment:** ▪ There have been no public comments received for or against this proposal as of 5/14/26. Only the applicant spoke at the public hearing on 5/19/26.

**Planning Commission Review:** ▪ The Planning Commission held a public hearing on this request at their meeting on 5/19/26. After consideration of the applicant’s information, staff report, and all information available, **the Planning Commission unanimously recommended approval of the request subject to conditions. Staff concurs with this recommendation.**

**Conclusion:**

The application is requesting a Conditional Use Permit to authorize a small school to operate from the property at 1980 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 4/15/26, the 60-day review period for this application expires on 6/14/26. This deadline can be extended an additional 60-days if need be.

**Initial Motion for Debate:** ▪ *“Consider a Resolution Approving a Conditional Use Permit authorizing the Little Voyageurs’ Montessori School to co-locate with Atonement Church on the Property at 1980 Silver Lake Road.”*

**Resolution  
Findings of Fact:**

1. The subject property is guided for mixed use neighborhood by the comprehensive plan, and both churches and school uses are conditionally permitted within the MUN 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 40 students are authorized under this conditional use permit. Enrollment of over 40 students shall NOT occur until this CUP is amended to allow for a larger enrollment number subject to additional conditions.
2. The existing play area shall be encompassed by new fencing to the north, west, and south. This new fencing may consist of 6' tall black vinyl coated chain link fencing. Final configuration of the fencing shall be approved by DCAD and the Fire Marshal prior to purchase and installation. If required, new curbing shall be installed within the parking lot to control stormwater and provide a physical barrier between the parking area and play area.
3. The existing fencing to the east along Silver Lake Road may continue to be used, but any expansion of eastern fencing shall utilize uniform materials to the existing fence.
4. If/when the entrance to the property is repaved, the facility shall be required to obtain a commercial access permit from Ramsey County.
5. One new accessible parking space shall be provided on the south side of the building, or the applicants must demonstrate that existing accessible spaces to the west of the building meet all qualifications to satisfy accessibility standards.

- (cont.)
6. Should stacking of parent pick-up/drop-off vehicles ever back up into any public right-of-way, the school shall meet with DCAD staff to identify and implement a new pick-up/drop-off plan to eliminate all backups into the right-of-way.

cc: Karen Smith (primary contact)

**RESOLUTION  
CITY COUNCIL  
CITY OF NEW BRIGHTON**

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT  
TO AUTHORIZE LITTLE VOYAGEURS MONTESSORI SCHOOL TO OPERATE AT  
1980 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**, Atonement Church (the “Applicant”) is seeking a conditional use permit to allow operation of the Little Voyageurs’ Montessori School on church property at 1980 Silver Lake Road (the “Property”) which has the PID number 18-30-23-34-0077, and

**WHEREAS**, staff fully reviewed the request and prepared a report for consideration by the Planning Commission at their meeting on May 19, 2026; and

**WHEREAS**, the Planning Commission held a public hearing on the request at the May 19, 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 26, 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 mixed use neighborhood by the comprehensive plan, and both churches and school uses are conditionally permitted within the MUN 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 40 students are authorized under this conditional use permit. Enrollment of over 40 students shall NOT occur until this CUP is amended to allow for a larger enrollment number subject to additional conditions.
2. The existing play area shall be encompassed by new fencing to the north, west, and south. This new fencing may consist of 6' tall black vinyl coated chain link fencing. Final configuration of the fencing shall be approved by DCAD and the Fire Marshal prior to purchase and installation. If required, new curbing shall be installed within the parking lot to control stormwater and provide a physical barrier between the parking area and play area.
3. The existing fencing to the east along Silver Lake Road may continue to be used, but any expansion of eastern fencing shall utilize uniform materials to the existing fence.
4. If/when the entrance to the property is repaved, the facility shall be required to obtain a commercial access permit from Ramsey County.
5. One new accessible parking space shall be provided on the south side of the building, or the applicants must demonstrate that existing accessible spaces to the west of the building meet all qualifications to satisfy accessibility standards.
6. Should stacking of parent pick-up/drop-off vehicles ever back up into any public right-of-way, the school shall meet with DCAD staff to identify and implement a new pick-up/drop-off plan to eliminate all backups into the right-of-way.

**ADOPTED** this 26<sup>th</sup> day of May, 2026, by the New Brighton City Council with a vote of \_\_ ayes and \_\_ nays.

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Kari Niedfeldt-Thomas, Mayor

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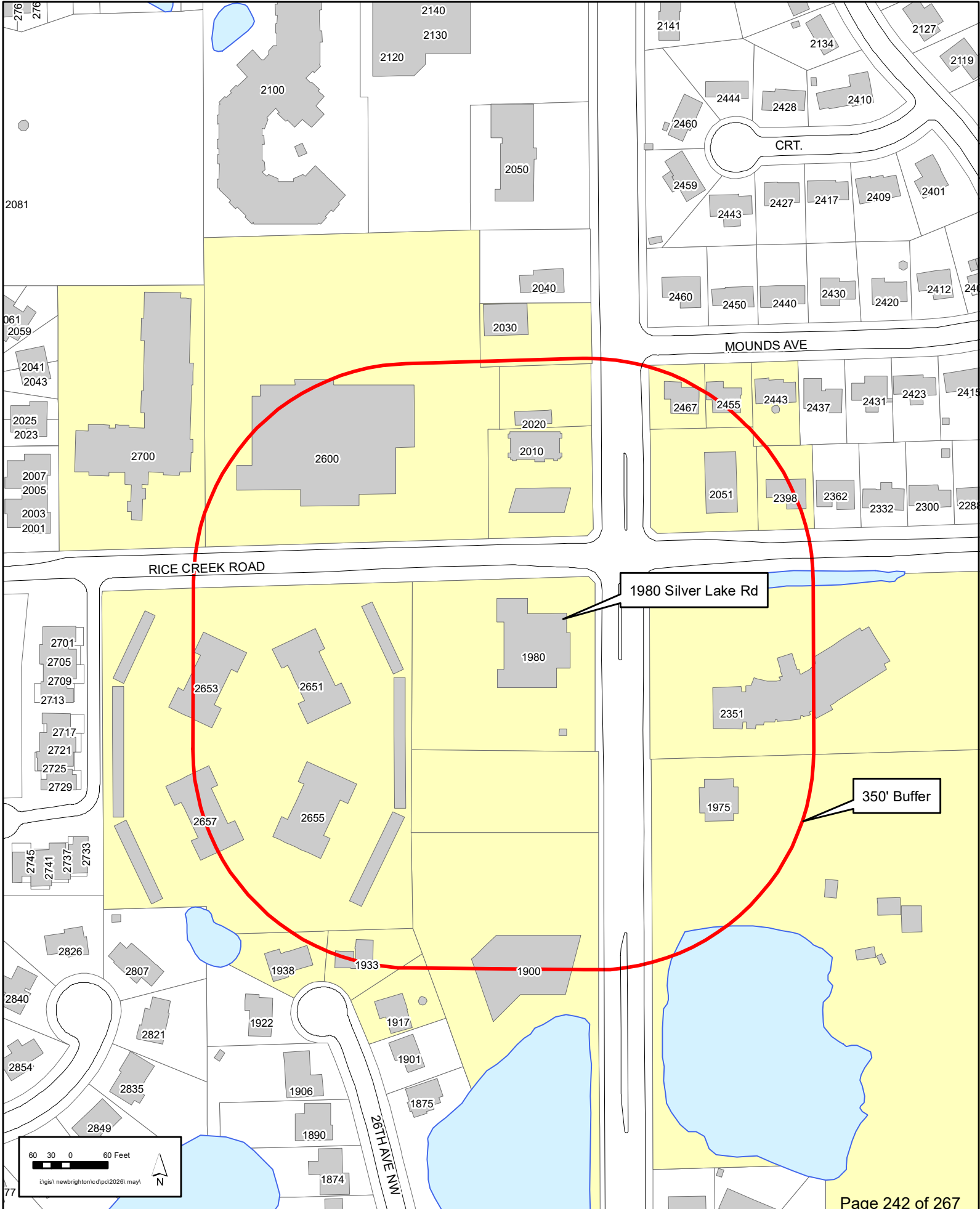
Devin Massopust, City Manager

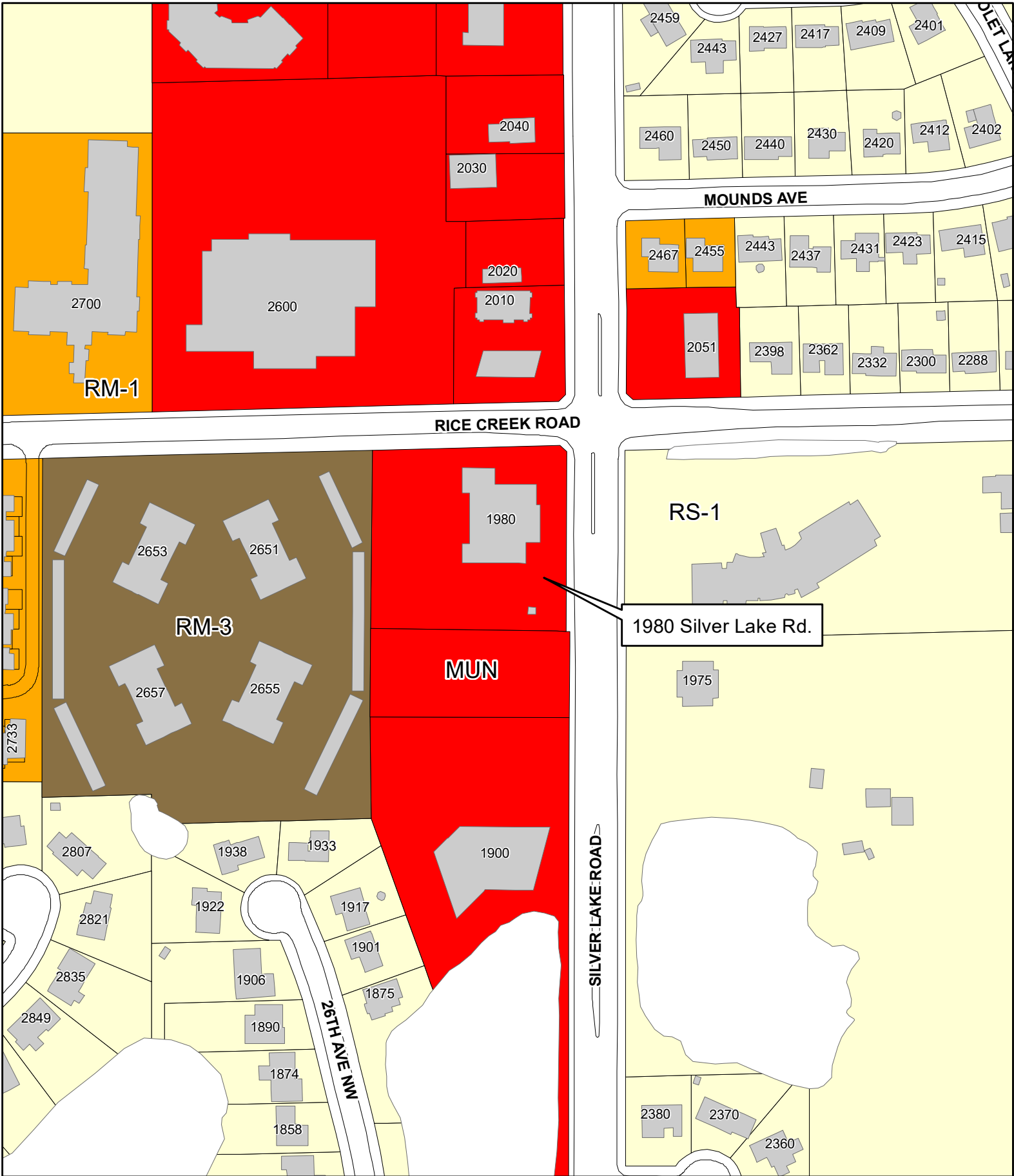
ATTEST:

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Terri Spangrud, City Clerk

1980 Silver Lake Rd - 350' Mailing List



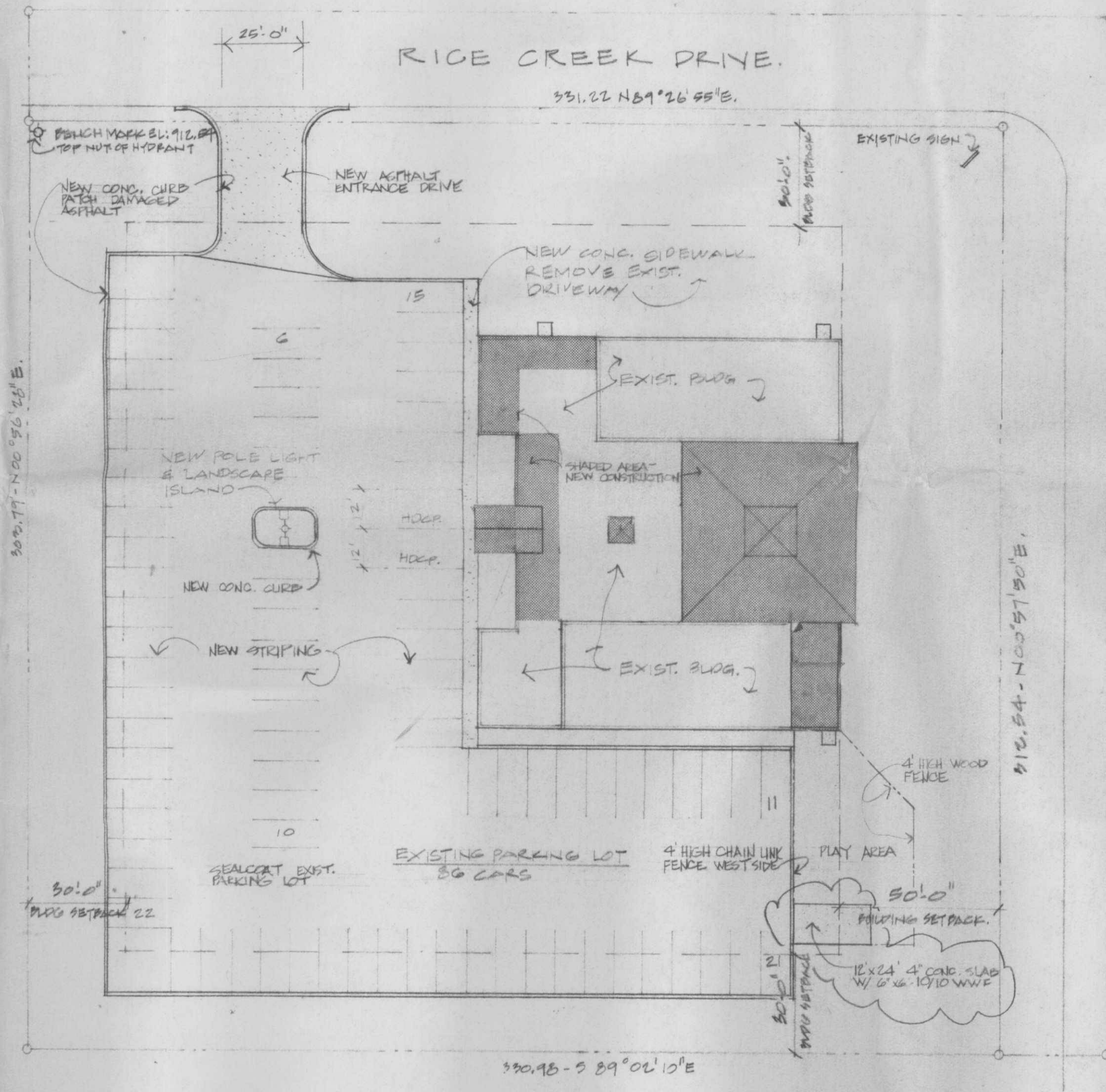


- RS-1, Single Family Low Density
- RM-1, Multi-Family Low Density
- RM-3, Multi-Family High Density
- MUN, Mixed Use Neighborhood



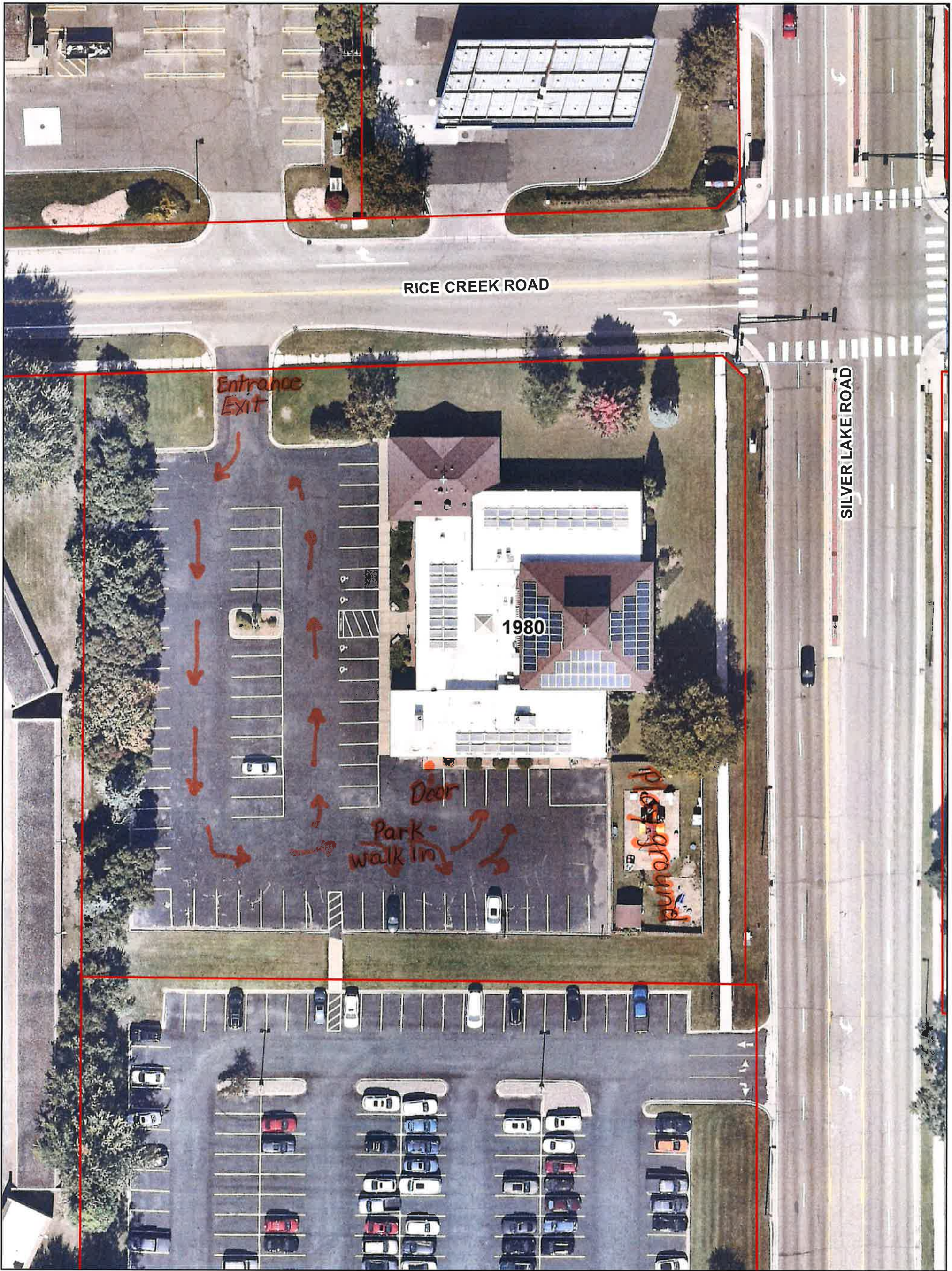
## Current Zoning

1980 Silver Lake Rd  
 MUN, Mixed Use Neighborhood



2 SITE PLAN  
 A1 1" = 30'-0"





## 1980 Silver Lake Rd

### Data Description

Parcels - Obtained from Ramsey County, Updated in Jan, 2026.  
 Aerial Photo - Obtained from Ramsey County Taken Spring 2024.

1 inch = 40 feet

40 20 0 40 Feet

### Additional Info

Right of Way width include the street pavement and the boulevard.

The boulevard is the area between the property line and the curb. This area is usually 10 to 20 feet wide.

Property lines can be determined by locating the property stakes. The stakes are buried at each corner of the lot and can be located with a metal detector.



### Disclaimer

**THIS IS NOT A SURVEY**

The information displayed on this map is for reference purposes only and may contain errors. The City of New Brighton cannot be held liable if this data is used for any other purpose. Contact the New Brighton GIS Dept. with any questions at 651-638-2058.



# LITTLE VOYAGEURS' MONTESSORI SCHOOL

825 51<sup>st</sup> Avenue N.E.  
Columbia Heights, MN 55421  
763-788-0889 [www.lvmschool.com](http://www.lvmschool.com)

Dear New Brighton City Council,

Little Voyageurs' Montessori School (LVMS) is currently located in Columbia Heights, MN and has been in operation since 1968. It is one of the oldest Montessori Schools in the Twin Cities area that has been providing an early childhood and kindergarten Montessori educational program. We are a 501(c)3 non-profit governed by a parent-run Board. Additionally, LVMS is accredited by the National Association for the Education of Young Children (NAEYC) and has a "4 of 4-star" rating from the Parent Aware Program and licensed through the MN Department of Children, Youth, and Families.

LVMS is a very diverse school community in terms of our staff, children, and families – we come from a variety of ethnic, racial, religious, and socioeconomic backgrounds. LVMS strives to be a welcoming place for all and aims to provide a Montessori education to children who may not otherwise have access to one. Many of our families are on some sort of financial assistance – either through the Early Learning Scholarships or county assistance (CCAP), or through our own financial aid program. We care deeply about making Montessori education accessible to anyone who would like to participate in one. Additionally, our families come from a variety of communities in the surrounding area – 18% of our enrolled children currently reside in New Brighton, the highest concentration from any of the surrounding communities.

Little Voyageurs' Montessori School is currently serving 30-35 children, and we do not anticipate having over 40 children. Our formal Montessori program is 8:30am -3:30pm. Many children come earlier and /or stay later so their times vary. Children currently arrive generally between 7:15 am and 9:30 am. And depart 3:00pm to 5:30pm. Therefore, everyone does not arrive or leave at the same time. There is a group of parents arriving between 8:00 and 8:45am. There are a group of parents that pick up between 3:25 – 3:45 pm. Parents will park their vehicle and walk their child in or out and sign their child in or out as required by licensing. Other parents will drop off or pick their child up before and after work during the earlier and later hours. There will not be a long line of vehicles that would back up onto any of the streets. Additionally, we offer flexibility for parents. Parents have the option to choose a half-day or full-day program, and extended care is available before and after the Montessori sessions. We are a year-round program, and our current licensed hours are 6:00am-6:00pm. There are enough parking spaces to accommodate parents dropping off and picking up because parents arrive at various times. LVMS does not transport children or have a bus company transporting children.

LVMS currently has 10 staff. There is an overlap during the day, which all staff may be present for a period of time. We do have part-time staff that may not work every day. Our staff work hard to be a program that stands apart from the rest, and in providing an exceptional environment and programming for young children. We have dedicated, long-term staff – many of whom have been with our school for 10-20+ years.

We were informed in late December 2025 that our lease was not going to be renewed after 25+ years of continuous operation in our current space. This was unexpected and very difficult news for us, but we were determined to find a new location where we could continue providing an outstanding Montessori program for years to come. After receiving this news, we were introduced to Atonement Lutheran Church in New Brighton through a mutual connection. After touring many spaces and exhausted all options within a reasonable distance from our current location, it became clear to us that Atonement Lutheran Church is the only location that could meet the space needs for our Montessori program.

To begin with, Atonement Lutheran Church has a great foundation for a program. They have had an early childhood program in their space for many years, so they have a wing of the building that is already set up for a program. (This program had already planned to end after this school year, prior to us coming into the picture.) Although some modifications will need to be made to the space for it to be conducive to the Montessori philosophy and the needs of our program, it is a great base to work with. Additionally, we have already established a good rapport with various members of the church and church staff. We look forward to a

## Site Plan Detail

Atonement Lutheran Church  
1980 Silver Lake Road  
New Brighton, MN 55112

Atonement's activities are mainly during the evening and weekend hours. There is a small staff that work daily at the church office and there are a few activities during the week for their members.

Little Voyageurs' Montessori School will operate Monday through Friday from about 6:00 am to 6:00 pm so there will be little overlap of programs.

The main entrance to the parking lot is from Rice Creek Road. Parents will enter and drive south in the right (west) driving lane and park, then enter the building on the south side of the building (southwest corner) which will be Little Voyageurs' entrance. This entrance is away from the main church entrance.

There are 73 parking spaces and 4 handicap spaces for a total of 77 parking spaces.

The current playground is by the southeast corner of the building and has a storage shed for playground equipment and toys. The playground has a fence about 6 feet high on the east side which was installed by New Brighton City. On the north, west, and south sides of the playground there is currently a 4-foot fence. The plan is to install new fencing on the north, west, and south sides that are 6-8 feet high. The playground currently has grass and sand areas and wood chips under the climbing equipment.

## Conditional Use Permit Worksheet

A Conditional Use Permit (CUP) cannot be approved unless the City Council finds that the following criteria have been met. Please provide a response as to how/why your project adheres to these standards. Use additional sheets if necessary and consult with the Assistant Director of Community Assets & Development if you need clarification on any of the below questions.

- 1) Explain how your proposed use will not be detrimental to the health, safety, morals, or welfare of people living or working near your proposed use.

Little Voyageurs' Montessori School (LVMS) is a year-round Montessori program for children 3-6 years (preschool/kindergarten). Our activities will be within the building and in the boundaries of the property. There will be no health, safety, moral, or welfare-related threats on or near our site.

- 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 use is for young children, which is the current use of the space (for over 40 years) - we will be replacing a young children's program that is currently onsite and will be closing. The children and their activities will not pose or diminish property values. The majority of the immediate properties are businesses and apartment buildings. If anything, it will bring support to the local young families.

- 3) Show how your proposed use will not impede the normal and orderly development or improvement of surrounding properties.

Our program will be contained to the facility and grounds of the church. There will be no negative impact to the surrounding properties.

- 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).?

A small early childhood program will not impose undue burden on public utilities or public services. The program includes normal learning and play activities that young children participate in that help them develop physically and mentally.

- 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 parking lot has more than enough spaces to accommodate our full staff, as well as parents dropping off/picking up (in addition to the parking needs of Atonement church members). Parents will park and walk their children into the building to sign in/sign out, as required by DCYF (Licensing). An outside storage building (shed) is currently located on the SW corner of the playground for the outside equipment and toys.

- 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.

None of the features stated above exist on or near the property. The surrounding area includes businesses such as grocery and retail stores, another church, a gas station, and community golf course.

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- 7) Explain how your use conforms to any specific review criteria outlined in Zoning Code Chapter 5 specific to your use.

The parking lot and the area for parents to drop-off and pick-up are part of the property and we have a designated entrance door. Overnight parking is not permitted. The outside play area is already established on the property, continuous to the facility. It currently has a 4-foot fence on 3 sides and a higher fence to the east; the fence separates the parking lot and the play area. The play area currently has grass and a sand area, and does not have impervious surface for more than one-half of the playground area. It meets the minimum size requirement of 2,000 square feet.



<b>Agenda Section:</b>	<b>Council Business</b>
<b>Meeting Date:</b>	<b>May 26, 2026</b>

**REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY**

**ITEM DESCRIPTION: Consider a Resolution Accepting Bids and Award of Contract for City Project 26-1, 2026 Street Rehabilitation**

<b>Action Requested: <u>Motion</u></b>
<b>Form of Action: <u>Contract/Agreement Resolution</u></b>
<b>Votes Needed: <u>3 Votes</u></b>

<b>Summary Statement:</b>	<p>The following four bids were received and opened by staff at 10:00 a.m. on May 20, 2026:</p> <p>New Look Contracting, Inc. \$6,297,545.25          Park Construction Company \$6,480,750.51          Bituminous Roadways, Inc. \$6,531,349.21          Kuechle Underground, Inc. \$7,401,846.10</p> <p>A bid tabulation has been completed by the Department of Community Assets and Development and all bid totals were verified. The low bid of \$6,297,545.25 submitted by New Look Contracting, Inc. is seventeen percent below the engineer's estimate of \$7,562,900.</p> <p>The low bidder, New Look Contracting, Inc., has completed work in the city in the past and is capable of performing work of this kind and magnitude. If awarded, the contract requires project completion by October 31, 2026.</p>
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<b>Recommendations:</b>	To accept all bids and adopt the attached Resolution awarding a contract for City Project 26-1, 2026 Street Rehabilitation to the lowest responsible bidder, New Look Contracting, Inc., in the amount of \$6,297,545.25.
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<b>Applicable Deadlines:</b>	None
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<b>Community Impact:</b>	Providing cost-effective infrastructure improvements.
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<b>Legislative History:</b>	<p>August 12, 2025 City Council approved a professional service agreement with E.G. Rud &amp; Sons for land surveying services related to City Project 26-1, 2026 Street Rehabilitation.</p> <p>October 28, 2025 City Council approved a professional service agreement with Kimley Horn for engineering design services related to City Project 26-1, 2026 Street Rehabilitation.</p> <p>February 10, 2026 City Council adopted a resolution ordering staff to prepare a Feasibility Study for City Project 26-1, 2026 Street Rehabilitation.</p> <p>February 10, 2026 City Council authorized the purchase of fire hydrants and gate valves for the proposed project.</p> <p>March 19, 2026 An informational meeting was held with residents and business owners to be affected by the project.</p> <p>March 24, 2026 City Council accepted the Feasibility Study and set the date for the Public Improvement Hearing for City Project 26-1, 2026 Street Rehabilitation.</p> <p>April 14, 2026 Public Improvement Hearing held and City Council ordered Public Improvement Project 26-1, 2026 Street Rehabilitation.</p> <p>April 14, 2026 City Council adopted resolutions declaring adequacy of a petition received and ordering inclusion of Mimosa Lane in Public Improvement Project 26-1, 2026 Street Rehabilitation.</p> <p>April 28, 2026 City Council adopted a resolution approving project plans and specifications and authorized advertisement for bids.</p>
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<b>Strategic Priority:</b>	<u>City Assets</u>
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<b>Fiscal Impact:</b>	<table border="1"> <tr> <td><b>Financial Consideration?</b></td> <td><u>Yes</u></td> </tr> </table>	<b>Financial Consideration?</b>	<u>Yes</u>
<b>Financial Consideration?</b>	<u>Yes</u>		

	Revenue/Expenditure Amount:	\$6,297,545.25
	Financing Source:	<b><u>Budgeted</u></b>
	Notes:	

<b>Attachments:</b>	1.	Resolution Accepting Bids and Award of Contract for City Project 26-1, 2026 Street Rehabilitation
	2.	Form of Agreement
	3.	26-1 Bid Award Presentation

Resolution No. 2026-

State of Minnesota  
County of Ramsey  
City of New Brighton

**RESOLUTION ACCEPTING BIDS AND AWARD OF CONTRACT FOR CITY PROJECT 26-1, 2026 STREET REHABILITATION**

**WHEREAS**, pursuant to advertisement in the *Pioneer Press and Finance and Commerce*, and online at <http://www.questcdn.com>, bids for the above mentioned improvement were received, opened, and read aloud by the City Administration at 10:00 a.m., May 20, 2026 complying with the advertisement; and

**WHEREAS**, the lowest bidder meeting bid specifications was found to be **New Look Contracting, Inc.** with a total bid of **\$6,297,545.25**.

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

1. That the Mayor and City Manager are hereby authorized and directed to enter into a contract with New Look Contracting, Inc. in the name of the City of New Brighton for City Project 26-1, 2026 Street Rehabilitation.

**Adopted** this 26th 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

City of New Brighton  
**2026 Street Rehabilitation**  
**S.A.P. 147-112-006, 147-116-008**  
**C.P. 26-1**  
**FORM OF AGREEMENT**

THIS AGREEMENT made and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between City of New Brighton hereinafter called the "Municipality," and **New Look Contracting, Inc.** hereinafter called the "Contractor."

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

**ARTICLE I.** The Contractor hereby covenants and agrees to perform and execute all the provisions of the plans and specifications for **2026 Street Rehabilitation** as prepared by the Kimley Horn, and indicated below under Article IV.

**ARTICLE II.** The Contractor agrees that the work contemplated for **2026 Street Rehabilitation** by this contract shall be fully and satisfactorily complete on or before October 31, 2026.

**ARTICLE III.** The Municipality agrees to pay and the Contractor agrees to receive and accept payment in accordance with the priced bid for the unit or lump sum items set forth in the conformed copy of the Proposal Form hereto attached, which prices shall conform to those in the accepted Contractor's proposal on file in the office of the City Clerk of the City of New Brighton the aggregate of which prices, based on the approximate schedule of quantities, is estimated to be **\$6,297,545.25**.

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

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

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

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

**City of New Brighton**

Municipality

By \_\_\_\_\_  
Kari Niedfeldt-Thomas - Mayor

By \_\_\_\_\_  
Devin Massopust - City Manager

**Contractor**

Contractor

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Title

(SEAL)

In the Presence of:

\_\_\_\_\_



Department of Community Assets and Development

# PROJECT 26-1, 2026 STREET REHABILITATION

May 26, 2026 Consider Accepting Bids and Award of  
Contract



## PROJECT 26-1 SCHEDULE



- Rehabilitation of 2.30 miles of streets (M.S.A. and local streets)
- Installation of multi-use trails along 7<sup>th</sup> Street NW and Innsbruck Drive
- Installation of a concrete sidewalk along 19<sup>th</sup> Ave NW
- Enhanced pedestrian crossing treatments near Hansen Park and Innsbruck Park
- Access improvements at Highview Middle School
- Replacement 3,500 feet of watermain and 67 water services
- Replacement of 9 fire hydrants
- Storm sewer catch basin improvements
- Installation of 15,000 feet of new curb and gutter





BID TABULATION (Eng. Estimate \$7,562,900)

Contractor	Bid Total
New Look Contracting, Inc.	\$6,297,545.25
Park Construction Company	\$6,480,750.51
Bituminous Roadways, Inc.	\$6,531,349.21
Kuechle Underground, Inc.	\$7,401,846.10

**PROJECT CONSTRUCTION COSTS**

IMPROVEMENT	ESTIMATED COST
Street Improvements*	\$4,495,676.19
Sidewalk Improvements (19 <sup>th</sup> Ave NW)	\$57,375.25
Storm Sewer Improvements*	\$685,721.72
Watermain Improvements	\$1,039,041.57
Sanitary Improvements	\$19,730.52
<b>TOTAL</b>	<b>\$6,297,545.25</b>

\*MSA will fund large portions of the street and storm sewer improvement costs. Multi-use trail installations will also be funded by MSA.

1. Adopt Resolution accepting bids and awarding a contract for City Project 26-1, 2026 Street Rehabilitation in the amount of \$6,297,545.25



## Questions?

Craig Schlichting, P.E.

651-638-2056

[Craig.Schlichting@newbrightonmn.gov](mailto:Craig.Schlichting@newbrightonmn.gov)





<b>Agenda Section:</b>	<b>Council Business</b>
<b>Meeting Date:</b>	<b>May 26, 2026</b>

**REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY**

**ITEM DESCRIPTION: Consider Resolution Authorizing Participation in Fire Apparatus Antitrust Litigation**

<b>Action Requested: <u>Motion</u></b>
<b>Form of Action: <u>Contract/Agreement Resolution</u></b>
<b>Votes Needed: <u>3 Votes</u></b>

<b>Summary Statement:</b>	<p>Cities across the country have reported escalating costs, supply shortages, and unusually long delivery timelines for fire apparatus. These impacts have resulted in significant, unplanned financial burdens for municipalities, including New Brighton, which has experienced substantial increases in fire apparatus pricing over the past decade. A nationwide class action effort is underway involving allegations that certain fire apparatus manufacturers engaged in anticompetitive practices that artificially inflated prices and limited supply. Numerous public entities have already joined the litigation. Specialized law firms have been working with affected jurisdictions and have contacted the City regarding participation. Participation in this litigation would allow the City of New Brighton to:</p> <ul style="list-style-type: none"> <li>• Seek potential financial recovery for increased apparatus costs.</li> <li>• Pursue injunctive relief aimed at preventing further anticompetitive behavior.</li> <li>• Join a large coalition of municipalities experiencing similar impacts.</li> </ul>
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<b>Recommendations:</b>	Adoption of Resolution Approving “Rights and Responsibilities
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	Agreement” for Legal Representation
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<b>Applicable Deadlines:</b>	The resolution needs to be adopted before or on June 5, 2026.
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<b>Community Impact:</b>	This action supports the City’s commitment to fiscal stewardship and public safety by working to ensure fair market conditions for essential equipment and protecting the long term interests of residents, taxpayers, and the broader community.
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<b>Legislative History:</b>	The original antitrust class-action lawsuit was filed on August 20, 2025.
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<b>Strategic Priority:</b>	<b><u>Financial Sustainability</u></b> <b><u>City Assets</u></b>
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<b>Fiscal Impact:</b>	<b>Financial Consideration?</b>	<b><u>No</u></b>
	Revenue/Expenditure Amount:	\$
	Financing Source:	<b><u>Other</u></b>
	Notes:	The law firms will advance all litigation costs.

<b>Attachments:</b>	1. Resolution Approving Fire Apparatus Litigation
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**RESOLUTION \_\_\_\_\_**

**STATE OF MINNESOTA**

**COUNTY OF RAMSEY**

**CITY OF NEW BRIGHTON**

**RESOLUTION APPROVING PARTICIPATION AS CLASS REPRESENTATIVE IN FIRE APPARATUS ANTITRUST LITIGATION**

**WHEREAS**, the City of New Brighton (“City”) is concerned with the rapid rise in purchase price, the supply shortage, and delayed delivery of Fire Apparatus<sup>1</sup> necessary to appropriately address fire emergencies within the City; and

**WHEREAS**, the inflated price and extreme back log of Fire Apparatus are not unique to the City, and are, in fact, concerns shared by all cities in Minnesota, and for that matter, states and cities across the country, as has been well documented through various reports and publications; and

**WHEREAS**, the City has spent millions of dollars in unexpected and unbudgeted resources in the purchase of new Fire Apparatus and maintenance of old Fire Apparatus in the past decade; and

**WHEREAS**, the City has been informed that numerous cities, counties, and states across the country have filed or intend to file lawsuits against certain Fire Apparatus manufacturers to assume financial responsibility for the costs associated with purchasing and maintaining inflated pricing and supply shortages in the Fire Apparatus market; and

**WHEREAS**, the City has engaged in discussions with representatives of the law firms of Hagens Berman Sobol Shapiro LLP, Crueger Dickinson LLC, and Gustafson Gluek PLLC (the “Law Firms”) related to the potential for the City to pursue certain legal claims against certain Fire Apparatus manufacturers; and

**WHEREAS**, the City has been informed that the Law Firms have the requisite, skill, experience, and wherewithal to prosecute legal claims against certain Fire Apparatus manufacturers on behalf of public entities seeking to hold them responsible for the anticompetitive Fire Apparatus market; and

**WHEREAS**, the Law Firms have proposed that the City engage the Law Firms to prosecute the aforementioned claims on a contingent fee basis whereby the Law Firms would not be compensated unless the City receives financial or injunctive relief as a result of the proposed claims and the Law Firms would advance all claim-related costs and expenses associated with the claims; and

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<sup>1</sup> Fire Apparatus is defined within the National Fire Protection Association as a vehicle designed to be used under emergency conditions to transport personnel and equipment or to support the suppression of fires or mitigation of other hazardous conditions.  
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**WHEREAS**, all the costs and expenses associated with the claims against certain Fire Apparatus manufacturers would be borne by the Law Firms; and

**WHEREAS**, the Law Firms have prepared a rights and responsibilities form (“Rights and Responsibilities”) , which was submitted separately specifying the terms and conditions under which the Law Firms would provide legal services to the City and otherwise consistent with the terms of this Resolution; and

**WHEREAS**, the City would participate in the prosecution of the claim(s) contemplated in this Resolution and the Rights and Responsibilities by providing information and materials to the Law Firms, as appropriate; and

**WHEREAS**, the City believes it to be in the best interest of the City, its citizens, residents, visitors, and taxpayers to join with other public entities in and outside of Minnesota in pursuit of claims against certain Fire Apparatus manufacturers, all upon the terms and conditions set forth in the Rights and Responsibilities; and

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

1. That the City Council hereby approves the Rights and Responsibilities form in the form presented to the City Council, subject to modifications and addenda that do not alter the substance of the transaction and that are approved by the Mayor and the City Manager.
2. City officials, staff, and consultants are authorized to take all actions necessary to perform the City’s obligations under the Rights and Responsibilities form as a whole, including, without limitation, producing any documents related to the purchase of Fire Apparatus in the City of New Brighton and any other documents necessary to show the impact of the anticompetitive Fire Apparatus market.

**ADOPTED** this \_\_\_ day of \_\_\_\_\_, 2026, by the New Brighton City Council with a vote of \_\_\_ ayes and \_\_\_ nays.

\_\_\_\_\_  
Kari Niedfeldt-Thomas, Mayor

\_\_\_\_\_  
Devin Massopust, City Manager

ATTEST:

\_\_\_\_\_  
Terri Spangrud, City Clerk