



**New Brighton City Council
Business Meeting Agenda
ELECTRONIC MEETING
New Brighton City Council Chambers
March 23, 2021 6:30 PM**

Due to COVID-19 and pursuant to Minnesota Statutes Section 13D.021, the City Council meeting is taking place virtually via Zoom and at New Brighton City Hall in the Council Chambers. Some members of the Council may be present at the meeting and others may attend electronically.

- ***Watch the meeting electronically:*** To observe the meeting electronically, visit www.newbrightonmn.gov or tune into CTV Channel 8023 (CenturyLink) or Channel 16 (Comcast).
- ***Join the meeting electronically:*** Due to the limitations of our meeting software, we kindly ask that you join the meeting electronically only if you need to interact with our elected officials or staff. To join the meeting electronically, visit: <https://us02web.zoom.us/j/81434133551?pwd=Tnh1bzJoZGRmdFJaVVo3NENERlVrQT09> (no app needed) or use your Zoom app to join by entering: Meeting ID: 814 3413 3551 and Passcode: 014014.
- ***Attend the meeting in Person:*** Members of the public may attend the meeting in person but will be required to wear masks and comply with social distancing parameters as determined by the City.

I. Call to Order and Roll Call

_____ Mayor Niedfeldt-Thomas
_____ Councilmember Allen
_____ Councilmember Dunsworth
_____ Councilmember Stegora Axberg
_____ Councilmember Abdulle

II. Pledge of Allegiance

III. Public Comment Forum

IV. Approval of Agenda

V. Special Order of Business

1. Update from New Brighton Legislative Delegation

VI. Consent Agenda

1. Consider Approval of Payments of Electronic Funds Transfer (EFT) 13007-13032, ACH Payments 12991-13027, & Vouchers 159699-159714 for a total of \$1,757,607.48.

2. Consider Approval of City Council Minutes
 - a. January 19, 2021 City Council Worksession Minutes
 - b. March 2, 2021 City Council Worksession Minutes
 - c. March 9, 2021 City Council Worksession Minutes
 - d. March 9, 2021 City Council Meeting Minutes
3. Accept Receipt of Commission Minutes - None
4. Consider Agreement with City of Saint Paul for 2021 Speed and Aggressive Driving Enforcement.
5. Consider Affordable Housing Agreement with Brighton Pond Apartments LLC
6. Resolution to Consider "No Parking" on portions of 8th Avenue NW
7. Consideration of Offer Letter for Easement Acquisition for City Project 19-12, MCES Interceptor and 694 Sewer Crossing.
8. Consider Easements with Pulte for NE Corner of Old Highway 8 and 8th Avenue.
9. Consider 10-year Agreement with the City of Minneapolis for a Standby Capacity for Potable Water Service.
10. Consider Final Payment for City Project 19-7, Public Works Warm Storage Building.
11. Consider Application for a Solicitor License for ACE Solid Waste.
12. Consider Electric Vehicle Public Charging Pilot Service Agreement.
13. Approve Resolution Appointing Individuals to Commissions

VII. Public Hearings:

1. Consider Resolution to approve a Minor Subdivision of 2530 Silver Lake Road
2. Consider Ordinance 880: Short Term Rentals
3. Consider Resolution Ordering Project 21-1, 2021 Street Rehabilitation

VIII. Council Business

1. Consideration of Approval of Plans and Specifications, Amendment 2 to the Professional Services Contract with Kimley Horn, and Authorization to Advertise for Bids for City Project 20-6, Traffic Signal Old Highway 8 and 8th Avenue

IX. Commission Liaison Reports, Announcements, and Updates

City Manager Devin Massopust
Councilmember Graeme Allen
Councilmember Emily Dunsworth
Councilmember Pam Stegora Axberg
Councilmember Abdullahi Abdulle
Mayor Kari Niedfeldt-Thomas

X. Adjournment

VII_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
CHECK NUMBER 13007 - 13032				
02/25/2021	13007(E)	4M - BANK CHARGES - EFT	POSITIVE PAY CHARGES IN 4M FEB	60.71
02/28/2021	13008(E)	MN DEPT OF TRANSPORTATION	ACH SWEEPS FEB	10,182.30
02/28/2021	13008(E)	MN DEPT OF TRANSPORTATION	ACH SWEEPS FEB	1,265,013.88
02/28/2021	13008(E)	MN DEPT OF TRANSPORTATION	ACH SWEEPS FEB	139.00
				1,275,335.18
02/28/2021	13009(E)	PAYMENTECH - EFT	PAYMENTECH FEES FEBRUARY INVOICE CLOUD	57.73
02/28/2021	13009(E)	PAYMENTECH - EFT	PAYMENTECH FEES FEBRUARY INVOICE CLOUD	662.47
02/28/2021	13009(E)	PAYMENTECH - EFT	PAYMENTECH FEES FEBRUARY INVOICE CLOUD	270.32
02/28/2021	13009(E)	PAYMENTECH - EFT	PAYMENTECH FEES FEBRUARY INVOICE CLOUD	270.31
02/28/2021	13009(E)	PAYMENTECH - EFT	PAYMENTECH FEES FEBRUARY INVOICE CLOUD	135.16
				1,395.99
03/01/2021	13010(E)	HEALTH PARTNERS- EFT	DENTAL MARCH	6,080.24
03/01/2021	13010(E)	HEALTH PARTNERS- EFT	DENTAL MARCH	454.15
				6,534.39
03/03/2021	13011(E)	AFLAC	AFLAC FEBRUARY	2,590.60
03/04/2021	13012(E)	EBSO	SOURCEWELL HEALTH INSURANCE FOR MARCH	104,162.91
03/04/2021	13012(E)	EBSO	SOURCEWELL HEALTH INSURANCE FOR MARCH	5,076.82
03/04/2021	13012(E)	EBSO	SOURCEWELL HEALTH INSURANCE FOR MARCH	3,992.99
				113,232.72
03/05/2021	13028(E)	AMERICAN EXPRESS - EFT	JANUARY AMEX CREDIT CARD FEES 02/01/2021-02/28/2021	54.03
03/05/2021	13028(E)	AMERICAN EXPRESS - EFT	JANUARY AMEX CREDIT CARD FEES 02/01/2021-02/28/2021	47.08
03/05/2021	13028(E)	AMERICAN EXPRESS - EFT	JANUARY AMEX CREDIT CARD FEES 02/01/2021-02/28/2021	47.08
03/05/2021	13028(E)	AMERICAN EXPRESS - EFT	JANUARY AMEX CREDIT CARD FEES 02/01/2021-02/28/2021	23.54
				171.73
03/05/2021	13029(E)	VANTIV INTEGRATED PAYMENTS SOLUTION	NBCC AND GOLF COURSE FEBRUARY 2021 CC FEES	684.84
03/05/2021	13029(E)	VANTIV INTEGRATED PAYMENTS SOLUTION	NBCC AND GOLF COURSE FEBRUARY 2021 CC FEES	1,027.26
03/05/2021	13029(E)	VANTIV INTEGRATED PAYMENTS SOLUTION	NBCC AND GOLF COURSE FEBRUARY 2021 CC FEES	12.28
				1,724.38
03/09/2021	13030(E)	INVOICE CLOUD INC.	INVOICE CLOUD FEES 02/01/2021-02/28/2021	1.50
03/09/2021	13030(E)	INVOICE CLOUD INC.	INVOICE CLOUD FEES 02/01/2021-02/28/2021	118.20
03/09/2021	13030(E)	INVOICE CLOUD INC.	INVOICE CLOUD FEES 02/01/2021-02/28/2021	260.22
03/09/2021	13030(E)	INVOICE CLOUD INC.	INVOICE CLOUD FEES 02/01/2021-02/28/2021	260.22
03/09/2021	13030(E)	INVOICE CLOUD INC.	INVOICE CLOUD FEES 02/01/2021-02/28/2021	130.11
				770.25
03/12/2021	13031(E)	MONEY MOVERS	FEB 2021 SERVICES	14.75
03/15/2021	13032(E)	VANCO PAYMENT SOLUTIONS	MONTHLY VANCO FEES FEBRUARY 2021	25.67
03/15/2021	13032(E)	VANCO PAYMENT SOLUTIONS	MONTHLY VANCO FEES FEBRUARY 2021	25.66
03/15/2021	13032(E)	VANCO PAYMENT SOLUTIONS	MONTHLY VANCO FEES FEBRUARY 2021	12.83

VII_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
				64.16
		TOTAL - ALL FUNDS	TOTAL OF 11 CHECKS	1,401,894.86
CHECK NUMBER 12991 - 13027				
03/05/2021	12991(A)	BARR ENGINEERING COMPANY	PROFESSIONAL SERVICES FROM 12/26/20 TO 1/22	39,830.34
03/05/2021	12991(A)	BARR ENGINEERING COMPANY	PROJECT 16-10 WTP1 AOP EXPANSION, SERVICES :	2,341.00
03/05/2021	12991(A)	BARR ENGINEERING COMPANY	AWIA REQUIREMENTS, PROFESSIONAL SERVICES F	940.50
				43,111.84
03/05/2021	12992(A)	COVERALL OF THE TWIN CITIES	CLEANING SERVICES FOR BUILDING - MARCH 2021	2,616.00
03/05/2021	12993(A)	FACTORY MOTOR PARTS CO	#099 BATTERY W/ CORE CHARGE	558.40
03/05/2021	12994(A)	HAWKINS, INC.	HYDROGEN PEROXIDE	13,395.67
03/05/2021	12995(A)	HOFF BARRY P.A.	PROFESSIONAL SERVICES RE: DOMINIUM-PULTE, C	50.00
03/05/2021	12996(A)	KATH FUEL OIL SERVICE	5W30 OIL, 15W40 OIL, HYDRAULIC OIL, GEAR OIL	2,504.49
03/05/2021	12997(A)	L.E.L.S	POLICE UNION DUES FOR MARCH	1,651.00
03/05/2021	12998(A)	LEXIPOL LLC	LAW ENFORCEMENT POLICY MANUAL UPDATE - 4,	9,125.00
03/05/2021	12999(A)	MANSFIELD OIL COMPANY OF GAINSVILLE	UNLEADED FUEL 511.00 GALLONS - 2/10/21	2,106.97
03/05/2021	13000(A)	METROPOLITAN COUNCIL	MARCH WASTE WATER SERVICES	132,992.25
03/05/2021	13001(A)	NCPERS GROUP LIFE INS	PERA LIFE INS FOR MARCH	320.00
03/05/2021	13002(A)	NUSS TRUCK & EQUIPMENT	#983 SERVICE CALL	411.11
03/05/2021	13003(A)	POMP'S TIRE SERVICE INC	#1514 TIRE REPAIR	383.75
03/05/2021	13004(A)	RAMSEY COUNTY ECOM	911 DISPATCH SERVICES - FEBRUARY 2021	13,044.52
03/05/2021	13004(A)	RAMSEY COUNTY ECOM	FLEET SUPPORT SERVICES - FEBRUARY 2021	486.72
				13,531.24
03/05/2021	13005(A)	SCHADEGG MECHANICAL, INC.	PREVENTIVE MAINTENANCE AGREEMENT	4,375.00
03/05/2021	13006(A)	SHORT, ELLIOTT, HENDRICKSON INC	PROJECT 20-04, LED CONVERSION, LIGHTING IMPF	474.30
03/12/2021	13013(A)	A DYNAMIC DOOR CO., INC.	SEMI-ANNUAL DOOR MAINTENANCE	2,240.17

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Check Date	Check #	Payee	Description	Amount
03/12/2021	13014(A)	COVERALL OF THE TWIN CITIES	CLEANING SERVICES - MARCH	405.00
03/12/2021	13015(A)	CREATIVE PAINTING MN	PAINTING IN THE PARK CLASS 3.3.2021 ST PATTY'S	171.00
03/12/2021	13016(A)	EGAN COMPANY	SEMI-ANNUAL PREVENTIVE HVAC MAINTENANCE	1,036.50
03/12/2021	13016(A)	EGAN COMPANY	SEMI-ANNUAL PREVENTIVE HVAC MAINTENANCE	715.50
03/12/2021	13016(A)	EGAN COMPANY	SEMI-ANNUAL PREVENTIVE HVAC MAINTENANCE	214.75
03/12/2021	13016(A)	EGAN COMPANY	SEMI-ANNUAL PREVENTIVE HVAC MAINTENANCE	3,002.25
03/12/2021	13016(A)	EGAN COMPANY	SEMI-ANNUAL PREVENTIVE HVAC MAINTENANCE	431.00
				5,400.00
03/12/2021	13017(A)	GOPHER STATE ONE-CALL	LOCATE TICKETS - FEBRUARY 55	24.30
03/12/2021	13017(A)	GOPHER STATE ONE-CALL	LOCATE TICKETS - FEBRUARY 55	24.30
03/12/2021	13017(A)	GOPHER STATE ONE-CALL	LOCATE TICKETS - FEBRUARY 55	24.30
				72.90
03/12/2021	13018(A)	GREAT NORTHERN ENVIRONMENTAL, LLC	UV LAMPS	6,251.99
03/12/2021	13019(A)	HAWKINS, INC.	AZONE, FLUORIDE, ORTHO	6,131.09
03/12/2021	13019(A)	HAWKINS, INC.	AZONE, FLUORIDE, ORTHO	3,109.05
				9,240.14
03/12/2021	13020(A)	KIMLEY-HORN & ASSOCIATES, INC	SERVICES RENDERED THROUGH 1/31/21, OLD HW	80,726.79
03/12/2021	13021(A)	MAGTECH AMMUNITION CO, INC.	AMMUNITION	1,847.21
03/12/2021	13022(A)	MANSFIELD OIL COMPANY OF GAINSVILLE	DIESEL FUEL - SPOT 500.00 GALLONS - 2/22/21	2,508.43
03/12/2021	13023(A)	MN TEAMSTERS #320	MAINTENANCE DUES MARCH	1,168.00
03/12/2021	13024(A)	NUSS TRUCK & EQUIPMENT	#983 STARTER GASKET	49.26
03/12/2021	13025(A)	RBC GLOBAL ASSET MANAGEMENT, INC.	Q1 2021 INVESTMENT MANAGEMENT FEE	10,032.86
03/12/2021	13026(A)	SPRINGER, GEORGE	INTERNET REIMBURSEMENT 2/9/21 - 3/8/21	65.02
03/12/2021	13027(A)	THECO, INC.	#1801 MIRROR BRACKET	218.03
		TOTAL - ALL FUNDS	TOTAL OF 31 CHECKS	348,003.82
CHECK NUMBER 159699 - 159714				
03/04/2021	159699	BARTON SAND & GRAVEL CO	RIP-RAP FOR OUTFALLS	406.15
03/04/2021	159700	BRECTO, D'ANDRE	REFUND FOR OVERPAYMENT	2.00
03/04/2021	159701	JACOBSON, MICHAEL	REFUND FOR OVERPAYMENT	60.60

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CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Check #	Payee	Description	Amount
03/04/2021	159702	JASPER, BETH	REFUND CHECK REQUEST - START DATE PUSHED B	20.00
03/04/2021	159703	OSTMAN, SARAH	REFUND CHECK REQUEST - SWITCHED FROM LESSI	46.00
03/04/2021	159704	RYDER VEHICLE SALES	REFUND FOR OVERPAYMENT	126.25
03/04/2021	159705	ST ANTHONY, CITY OF	GASOLINE 2888.02 GALLONS - JANUARY	6,508.24
03/04/2021	159706	ST PAUL, CITY OF	JANUARY 2021 - RADIO SHOP MAINTENANCE - WC	67.50
03/04/2021	159707	USPS	APRIL-MAY ACTIVE LIFE NEWSLETTER POSTAGE	152.64
03/11/2021	159708	BALDWIN, PATRICIA	UB refund for account: 205906	2.30
03/11/2021	159708	BALDWIN, PATRICIA	UB refund for account: 205906	17.96
03/11/2021	159708	BALDWIN, PATRICIA	UB refund for account: 205906	9.77
03/11/2021	159708	BALDWIN, PATRICIA	UB refund for account: 205906	4.45
03/11/2021	159708	BALDWIN, PATRICIA	UB refund for account: 205906	2.74
				37.22
03/11/2021	159709	BOIGENZAHN, THOMAS	UB refund for account: 104844	77.00
03/11/2021	159710	FLEMING, KAREN	UB refund for account: 308692	4.43
03/11/2021	159710	FLEMING, KAREN	UB refund for account: 308692	13.99
03/11/2021	159710	FLEMING, KAREN	UB refund for account: 308692	8.92
03/11/2021	159710	FLEMING, KAREN	UB refund for account: 308692	5.37
				32.71
03/11/2021	159711	FRIEDHEIM, ANNETTE	UB refund for account: 200394	1.86
03/11/2021	159711	FRIEDHEIM, ANNETTE	UB refund for account: 200394	5.76
03/11/2021	159711	FRIEDHEIM, ANNETTE	UB refund for account: 200394	3.64
03/11/2021	159711	FRIEDHEIM, ANNETTE	UB refund for account: 200394	2.22
				13.48
03/11/2021	159712	GUDIM, PHILLIP OR KELLY	UB refund for account: 205443	106.01
03/11/2021	159713	JAEGER, MICHAEL	REFUND FOR OVERPAYMENT	20.00
03/11/2021	159714	MN POLLUTION CONTROL AGENCY	WASTEWATER TRAINING MANUALS	33.00
		TOTAL - ALL FUNDS	TOTAL OF 16 CHECKS	7,708.80
		TOTAL PAYMENTS		\$ 1,757,607.48



Council Worksession
January 19, 2021
5:00 pm

Present: Mayor Kari Niedfeldt-Thomas
Councilmember Abdullahi Abdulle
Councilmember Graeme Allen
Councilmember Pam Axberg
Councilmember Emily Dunsworth

Staff in Attendance: Devin Massopust

Guests in Attendance: Sarah Sonsalla, City Attorney, and Monte Mills, Attorney

Due to the COVID-19 pandemic this meeting was held virtually.

Closed Litigation Discussion

The Mayor opened the meeting at 5:00 PM and closed it pursuant to Minnesota Statutes Section 13.05 to discuss pending litigation strategy with the City's attorneys in the case of Chandler et al v. the City of New Brighton, et. al., Ramsey County District Court File No. 62-CV-20-2646 pursuant to Minnesota Statutes Section 13D.05, subdivision 3 (b). The meeting was reopened at 6:02 PM and adjourned by unanimous consent.

Respectfully submitted,

Terri Spangrud
City Clerk



Council Worksession
March 2, 2021
5:00 pm

Present: Mayor Kari Niedfeldt-Thomas
Councilmember Abdullahi Abdulle
Councilmember Graeme Allen
Councilmember Pam Axberg
Councilmember Emily Dunsworth

Absent:

Staff in Attendance: Devin Massopust

Guests in Attendance: Geoff Hollimon, Brian Raver, Michael Spooner, Lin Brown, JoAnn Lindman, Tim, McQuillan, Todd Biedenfeld, Teresa Crowe, Ahmed Abdiwahed, Meghan Bakken, Leah Kuipers, Julia O'Rourke and Laura Sokol-Kraft

Due to the COVID-19 pandemic this meeting was held virtually.

Commission Interviews

Mayor Niedfeldt-Thomas stated the Council would be conducting Commission interviews at this meeting. She explained the first person to be interviewed was Geoff Hollimon.

Councilmember Abdulle asked Mr. Hollimon to provide the Council with a brief history on his background and community involvement.

Geoff Hollimon explained he graduated from St. Olaf during the Vietnam Conflict. He stated he joined the Navy as a naval flight officer and enjoyed flying airplanes around. He survived two tours in southeast Asia and became a flight instructor. He noted he retired as a Navy Commander in 1990. He reported he has lived in New Brighton since 1987 when he took over the Navy recruiting district in this area. He stated he has a Master of Arts in Instructional System Development from San Jose State University. He indicated he has been with the Rotary since 1988, originally in Minneapolis and then in New Brighton. He explained he has been the President of the Rotary club. He commented he was involved with the Educational Concerns for Hunger in Fort Myers, Florida. He stated he has a skill set and experience that fits the Commission, due to his military experience. He believed the Public Safety Department was a tremendous organization and he had high praise for Director Tony Paetznick. He indicated he enjoyed analyzing information and finding solutions.

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

Mr. Hollimon stated he has been on the Public Safety Commission for almost 10 years. He explained he enjoyed the team, the Public Safety Department itself. He indicated he enjoyed the City and being a part of this community. He reported this was the ideal place to live because you were only 10 to 15 minutes from everywhere.

Councilmember Axberg stated each Commission is tasked with making recommendations to the City Council

that comply with policies, rules or ordinances already adopted by the City Council. She asked Mr. Hollimon what he would do if he disagreed with a policy or ordinance already in place.

Mr. Hollimon commented he would get data in and then the group would discuss this data in order to reach a decision that should be brought forward to the City Council. He believed this was the best way to provide a solution from the Commission.

Councilmember Dunsworth requested Mr. Hollimon to speak to the City's biggest opportunity and biggest challenge in addressing inclusion in New Brighton.

Mr. Hollimon stated this was a big question. He believed the Commission was addressing this through traffic stop data, what was it telling the City. He noted the system was designed to provide data that addressed inclusion. He explained from a Public Safety standpoint it was important to treat everyone the same and make everyone feel welcome in the community. He stated this was one of the goals of the Public Safety Department. He commented this was a difficult situation because not all viewpoints may have been considered.

Mayor Niedfeldt-Thomas thanked Mr. Hollimon for coming in and applying for this position. She noted City Clerk Spangrud would be in touch with further information on how the Council was moving forward. She explained the next person to be interviewed was Brian Raver.

Councilmember Abdulle asked Mr. Raver to provide the Council with a brief history on his background and community involvement.

Brian Raver stated he has lived in New Brighton for 10 years with his family of four. He explained he has one college aged child and one that is in second grade. He indicated he works in solution management at a software company. He stated he would like to become more involved in the community, especially parks and recreation. He reported he has not been very involved in the community other than volunteering to coach youth sports and volunteered on the Mounds View Curriculum Committee for the past three years.

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

Mr. Raver stated for years he traveled 70% of the time and couldn't volunteer to do youth sports coaching. He commented over the past couple of years, he has tried to become more engaged in the community. He noted he saw the posting for the Commission positions on Facebook and thought this would be a good way to get engaged. He explained he wanted to be involved and help in the community.

Councilmember Axberg stated each Commission is tasked with making recommendations to the City Council that comply with policies, rules or ordinances already adopted by the City Council. She asked Mr. Raver what he would do if he disagreed with a policy or ordinance already in place.

Mr. Raver indicated he was not afraid of conflict. He noted he has worked in large corporate environments for a number of years and he has seen corporate bureaucracy and policies that weren't right. He stated he would not be afraid to address things heads on. He commented he also understood you can't just bring problems to people, but you have to come with alternatives and potential solutions. He noted he was a results oriented person so he would approach every obstacle looking for ideas and solutions on how to solve a problem.

Councilmember Dunsworth requested Mr. Raver to speak to the City's biggest opportunity and biggest challenge in addressing inclusion in New Brighton.

Mr. Raver stated he believed the community did a great job addressing inclusion in New Brighton. He

commented he was originally from Iowa, went to high school and college in the State of Iowa and there was not a lot of diversity. He explained what he loves about this community was that his children are exposed to more diversity. He understood the metro area had some issues with inclusion and providing people with equal opportunities. He indicated he did not have any answers to these concerns at this time, but stated it would be important to call out unconscious biases, and perhaps further considering what programming is offered in the community.

Mayor Niedfeldt-Thomas thanked Mr. Raver for coming in and applying for this position. She noted City Clerk Spangrud would be in touch with further information on how the Council was moving forward. She explained the next person to be interviewed was Michael Spooner.

Councilmember Abdulle asked Mr. Spooner to provide the Council with a brief history on his background and community involvement.

Michael Spooner stated he and his wife moved to New Brighton in 2016. He noted he has a nine-month-old daughter, a golden retriever and they live near Innsbruck Park. He stated he was within walking distance of the park and visited the park once or twice a day. He explained he went to Cornell University and moved to Minnesota to work at Target. He indicated he loves the great park systems in New Brighton. He noted he has always wanted to be more involved in the community and he was at a point in his career where he had more flexibility. He reported he does not have specific experience per se, but has been very involved in his neighborhood as he has taken Innsbruck Park under his wing in order to organize a waste clean up and dog poo clean up in the spring after the snow melts.

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

Mr. Spooner explained this was a timing matter for him and also, he was very passionate about the City's parks. He was a strong believer that exercise and organized sports play a real strong role in mental health. He indicated the City's parks play a strong role in this for the community. He stated he visits the City's parks often and was a big selling point for him when he moved into New Brighton. He commented he wanted to give back to something that has given to him, but he also wanted to preserve and improve the parks in New Brighton.

Councilmember Axberg stated each Commission is tasked with making recommendations to the City Council that comply with policies, rules or ordinances already adopted by the City Council. She asked Mr. Spooner what he would do if he disagreed with a policy or ordinance already in place.

Mr. Spooner stated whether in his career or personal life, he would lean on those who might know the system or processes that were in place. He would look to learn from those on the Commission that have more experience. He explained this would be a great starting point for him, along with whatever training he received from the City. He anticipated he could provide a good boots on the ground perspective given how much he frequents the City's parks.

Councilmember Dunsworth requested Mr. Spooner to speak to the City's biggest opportunity and biggest challenge in addressing inclusion in New Brighton.

Mr. Spooner commented at the University of St. Thomas he served as the marketing director and he was doing a lot of work with diversity, equity and inclusion. He stated this was something that was top of mind for him. He explained bringing this back to parks, because this was something important to him, it would be important for the City to be out in the community making sure a broad perspective on what citizens want from the parks.

Mayor Niedfeldt-Thomas thanked Mr. Spooner for coming in and applying for this position. She noted City Clerk Spangrud would be in touch with further information on how the Council was moving forward. She explained the next person to be interviewed was Lin Brown.

Councilmember Abdulle asked Ms. Brown to provide the Council with a brief history on her background and community involvement.

Lin Brown explained she had several volunteer positions that she has done. Currently, she sews baby items for the Bundles of Love organization in New Brighton. She noted she worked at the Federal Reserve Bank downtown and she served on the green team and worked to improve recycling efforts. She commented years ago she volunteered with her daughter's girl scouts troops.

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

Ms. Brown indicated she moved to New Brighton five years ago and she was now looking to become more involved in the community. She stated she has always been interested parks and recreation. She commented as a kid she visited parks. She explained she has not taken any classes through the New Brighton Community Center, however she was interested in doing this. She noted she just received her book and she understood all classes can be signed up for online. She stated she was really interested in the environment, climate change and understood PREC addressed environmental concerns.

Councilmember Axberg stated each Commission is tasked with making recommendations to the City Council that comply with policies, rules or ordinances already adopted by the City Council. She asked Ms. Brown what she would do if she disagreed with a policy or ordinance already in place.

Ms. Brown explained she has a long history as an analyst. She discussed the research she does in her job and explained she would take this same approach if there was a concern she had with a policy or ordinance that she did not agree with. She indicated she would make a suggestion to the Commission and see if they wanted to give it a go.

Councilmember Dunsworth requested Ms. Brown to speak to the City's biggest opportunity and biggest challenge in addressing inclusion in New Brighton.

Ms. Brown stated the Commissions were becoming more and more important. She indicated diversity in these groups would be important, along with different walks of life. She anticipated it would be a challenge to getting a diverse group of people to know about the opportunities that are available. She noted she heard about this position through the NextDoor app which led her to the City's website and she learned about the different commissions. She explained she appreciated the information she received on the NextDoor app. She encouraged the City to continue to reach out to the public through apps and social media.

Mayor Niedfeldt-Thomas thanked Ms. Brown for coming in and applying for this position. She noted City Clerk Spangrud would be in touch with further information on how the Council was moving forward. She explained the next person to be interviewed was JoAnn Lindman.

Councilmember Abdulle asked Ms. Lindman to provide the Council with a brief history on her background and community involvement.

JoAnn Lindman explained she was involved in girl scouts for 10 years when her daughter was younger. She described the work she did with the girl scouts organization helping with camps. She stated before COVID started, she volunteered to help organize the gala event for the Smile Network at Union Depot. The year before

that, she assisted with the planning the beer and wine event at Market Square. She indicated she was looking for volunteer work and was looking to do this work in New Brighton.

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

Ms. Lindman explained when she filled out the application, she didn't realize this was what she was volunteering for. However, after speaking with several people she believed this was something she could do because she was the kind of person that lives outside the box. She indicated she had every good organizational skills.

Councilmember Axberg asked what Commission Ms. Lindeman was interested in serving on.

Ms. Lindman stated she was interested in serving on the Park Board and also Public Safety. However, she noted she would be willing to help in any way possible.

Councilmember Axberg stated each Commission is tasked with making recommendations to the City Council that comply with policies, rules or ordinances already adopted by the City Council. She asked Ms. Lindman what she would do if she disagreed with a policy or ordinance already in place.

Ms. Lindman explained she would have a conversation with the Commission. She indicated there could be a misunderstanding and a conversation would be valuable. She stated if something was outdated, she would want this investigated.

Councilmember Dunsworth requested Ms. Lindman to speak to the City's biggest opportunity and biggest challenge in addressing inclusion in New Brighton.

Ms. Lindman stated she didn't really know because she has only lived in New Brighton for two years. She explained she looked at the City's 2040 Comprehensive Plan and believed this document was quite impressive. She understood the Council had addressed seniors, young people and wanted to make New Brighton neighborly and friendly.

Mayor Niedfeldt-Thomas thanked Ms. Lindman for coming in and applying for this position. She noted City Clerk Spangrud would be in touch with further information on how the Council was moving forward. She explained the next person to be interviewed was Tim McQuillan.

Councilmember Abdulle asked Mr. McQuillan to provide the Council with a brief history on his background and community involvement.

Tim McQuillan stated he was a 34 year resident of New Brighton and he was retired. He explained he spent 45 years in the packaging industry and spent the last 10 years as the VP of Quality. He noted he spent 18 years serving in the Minnesota State High School League as an official for both basketball and football. He indicated he has also spent the past 20 years serving as an election judge in New Brighton. He noted he served on the Stockyard Days Committee for six years and served on the Parks and Recreation Steering Committee for Comprehensive Plan and Vice Chaired the Inclusive Community Task Force. He stated he and his wife are currently volunteers for Can Do Canines where they provide foster care for dogs.

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

Mr. McQuillan stated he enjoys working on the Planning Commission. He reported this was different work than he did in his career, it was very detailed. He explained he enjoyed the people he worked with and

respected the great leadership provided by Chair Nichols-Matkaiti. He stated he liked the work he got to do and the recommendations that were made to the City Council.

Councilmember Axberg stated each Commission is tasked with making recommendations to the City Council that comply with policies, rules or ordinances already adopted by the City Council. She asked Mr. McQuillan what he would do if he disagreed with a policy or ordinance already in place.

Mr. McQuillan stated Ordinances that are in place he supported because the City Council has the final say. He commented for new Ordinances that were pending, the Commission has the opportunity to make comments and offer opinions.

Councilmember Dunsworth requested Mr. McQuillan to speak to the City's biggest opportunity and biggest challenge in addressing inclusion in New Brighton.

Mr. McQuillan reported he was Vice Chair of the Inclusive Community Committee. He believed it was a good thing the City would be moving to create a Commission to address inclusion. He stated some of the challenges the City faced was getting people of color and minorities involved in City government. He noted the task force looked at areas where people should be brought in for greater involvement. He indicated a City-wide celebration was discussed by the task force and he anticipated the new Commission would be able to move these ideas forward. He stated he was looking forward to see what this Commission does for the community.

Mayor Niedfeldt-Thomas thanked Mr. McQuillan for coming in and applying for this position. She noted City Clerk Spangrud would be in touch with further information on how the Council was moving forward. She explained the next person to be interviewed was Todd Biedenfeld.

Councilmember Abdulle asked Mr. Biedenfeld to provide the Council with a brief history on his background and community involvement.

Todd Biedenfeld stated he works for a large company in the Twin Cities that was in the AG industry and he leads a sales and business team within the organization. He indicated he spent a handful of years serving as an election judge in New Brighton and was completing his first term on the Planning Commission. He noted he also served on a Board of Directors for an organization within his professional realm.

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

Mr. Biedenfeld explained when he initially applied, he was new to New Brighton and wanted to get to know the community and the people. He stated it has been fun to be a part of the development process and he has enjoyed seeing things going from request to construction over the years.

Councilmember Axberg stated each Commission is tasked with making recommendations to the City Council that comply with policies, rules or ordinances already adopted by the City Council. She asked Mr. Biedenfeld what he would do if he disagreed with a policy or ordinance already in place.

Mr. Biedenfeld commented as a whole a lot of the zoning ordinances were dated. He reported Ben Gozola does a great job going through this information and getting it organized. He explained his service on the Planning Commission has allowed him to become more familiar with City Code and noted staff was cleaning up the language at this time. He stated there was nothing he had a problem with at this time. He commented further on the task at hand and explained once the City Code was updated and more user friendly, he could look for dated or misguided areas that may need to be addressed.

Councilmember Dunsworth requested Mr. Biedenfeld to speak to the City's biggest opportunity and biggest challenge in addressing inclusion in New Brighton.

Mr. Biedenfeld stated this was not easy. He anticipated a lot of this came down to housing and the availability of housing in the community. He explained bringing more housing to a high end school district was critical, and making this housing available to a diverse population. He stated he would also like to see more businesses coming to New Brighton to increase the tax base in the community. In terms of being more inclusive, the City needs to work to develop and progress its housing stock, which was difficult given this occurred in a free market.

Mayor Niedfeldt-Thomas thanked Mr. Biedenfeld for coming in and applying for this position. She noted City Clerk Spangrud would be in touch with further information on how the Council was moving forward. She explained the next person to be interviewed was Teresa Crowe.

Councilmember Abdulle asked Ms. Crowe to provide the Council with a brief history on her background and community involvement.

Teresa Crowe explained she has lived in New Brighton since 1998. She noted this was the first place she and her husband purchased a home. She indicated she previously lived in an apartment in another community. She likes that New Brighton is close to the interstates, but was not overcrowded with too much retail development. She stated she likes using the parks in New Brighton and St. Anthony. She noted she lived near Totem Park and appreciated the baseball field and ice skating rink. She indicated the environment was very important to her. She commented further on the numerous classes she has taken through the parks and recreation program.

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

Ms. Crowe stated she has been looking to do something like this. She explained she has a friend that was involved in the Lions Club, which wasn't the right fit for her. However, the Parks, Recreation and Environmental Commission was the right fit for her. She discussed how she likes to be in the outdoors, getting exercise and works to protect the environment. She commented on the arts and nature classes that are offered at Silverwood Park in St. Anthony.

Councilmember Axberg stated each Commission is tasked with making recommendations to the City Council that comply with policies, rules or ordinances already adopted by the City Council. She asked Ms. Crowe what she would do if she disagreed with a policy or ordinance already in place.

Ms. Crowe explained she would do research about it and look at what other cities have done. She indicated she would observe what was happening in New Brighton and then would present facts and feedback from other residents of New Brighton.

Councilmember Dunsworth requested Ms. Crowe to speak to the City's biggest opportunity and biggest challenge in addressing inclusion in New Brighton.

Ms. Crowe commented a challenge she has seen in attending certain community events, she notices only draws certain groups of people. She stated it would be important for the City to make all groups feel included. She stated she would want to look into this more and encouraged the City to have more offerings.

Mayor Niedfeldt-Thomas thanked Ms. Crowe for coming in and applying for this position. She noted City Clerk Spangrud would be in touch with further information on how the Council was moving forward. She explained the next person to be interviewed was Ahmed Abdiwahed.

Councilmember Abdulle asked Mr. Abdiwahed to provide the Council with a brief history on his background and community involvement.

Ahmed Abdiwahed explained he works for the Minneapolis Parks and Recreation Board as an athletic programming specialist to create youth and adult sports programming. He indicated he has also worked with after school youth programming. He noted he would like to continue to find more opportunities for youth. He stated he was involved in coaching youth soccer and basketball. He commented he was really proud of a program he directed, noting it was tailored to youth, which was a safe place to make friends and meet new people. He explained he advised tutors and coordinated events within this program.

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

Mr. Abdiwahed stated he would love to have his voice heard in the community and the City of New Brighton. He indicated he would like to contribute and give back to the community. He explained he came to America in 2007 and began volunteering in 2008. He indicated he would love to advocate and work towards providing more youth activities and sports in the community. He noted he has two daughters and he wants to advance and help minority youth in the community. He discussed how his programs were advertised to the public and noted a lot of minorities do not have email nor do they check websites. He wanted to see the City of New Brighton properly reaching all groups in the community in order to make them aware of the resources and programming that was being provided by the City.

Councilmember Axberg stated each Commission is tasked with making recommendations to the City Council that comply with policies, rules or ordinances already adopted by the City Council. She asked Mr. Abdiwahed what he would do if he disagreed with a policy or ordinance already in place.

Mr. Abdiwahed stated he believed issues, questions, or an improvement, should be discussed. He explained this would be the way he would want to handle issues in his job in order to have concerns addressed. He commented if he had a concern, he would bring it through the proper channels and to the right people in order to have his voice heard.

Councilmember Dunsworth requested Mr. Abdiwahed to speak to the City's biggest opportunity and biggest challenge in addressing inclusion in New Brighton.

Mr. Abdiwahed stated he was an apartment renter and he saw a lot of minority groups in his circle. He commented his entire life in America he has been involved in parks programs. He explained in his world he sees a need for inclusion very greatly, getting the programs to people who need those programs is the challenging part. He stated this was nobody's fault, it was just a challenge. He discussed the challenges he faced in his job in getting youth into his own programs. He believed New Brighton had a great opportunity and wanted to see more minority groups involved in its programs or activities.

Mayor Niedfeldt-Thomas thanked Mr. Abdiwahed for coming in and applying for this position. She noted City Clerk Spangrud would be in touch with further information on how the Council was moving forward. She explained the next person to be interviewed was Meghan Bakken.

Councilmember Abdulle asked Ms. Bakken to provide the Council with a brief history on her background and community involvement.

Meghan Bakken explained she was a young mom to three kids. She noted her kids were seven, three and one. She indicated she was very active in the community through her marketing job, which she has had over the

past 15 years. She indicated this work allowed her to work with non-profits, small business and women of color to elevate their voices in the community. She stated this was the reason she decided to do something like this because it was not something she had ever done before. She commented she was very excited to have her voice heard and to have her neighbors voice heard.

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

Ms. Bakken stated she has been raised to be very active in government and to participate in government. She indicated her husband challenged her to do something about this, to show up and to do something about it. She hoped to dip her toe in City government a little bit and to participate more than just having conversations at home.

Councilmember Axberg stated each Commission is tasked with making recommendations to the City Council that comply with policies, rules or ordinances already adopted by the City Council. She asked Ms. Bakken what she would do if she disagreed with a policy or ordinance already in place.

Ms. Bakken explained she currently works at Target doing marketing. She discussed how she worked cross-functionally across teams and noted this sometime led to conflict. She indicated dialogue was important, especially when this dialogue was open and honest. She believed there was an opportunity within government to bring voices together if something needs to change. She was hopeful that these conversations could be done in a respectful manner in order to bring about positive change.

Councilmember Dunsworth requested Ms. Bakken to speak to the City's biggest opportunity and biggest challenge in addressing inclusion in New Brighton.

Ms. Bakken stated there was a big opportunity there. She commented bringing conversations outside the home to the public was one way and another was for people to see themselves in government. She indicated this was a big deal. She noted she was Mexican and had all kinds of backgrounds in her and it was important to her to show her girls that anything was possible, even if this meant opening yourself up to something that was new and scary. She commented further on the gap of opportunities and it was her hope one of the best pieces of government would be to solve these problems and solving for inclusion.

Councilmember Dunsworth asked which Commission Ms. Bakken was interested in serving on.

Ms. Bakken explained she had a heart for parks and recreation as a young mom. She noted she was an avid park goer and she believed one of the best parts of this community was its parks. She discussed how parks have been a source of community to her.

Mayor Niedfeldt-Thomas thanked Ms. Bakken for coming in and applying for this position. She noted City Clerk Spangrud would be in touch with further information on how the Council was moving forward. She explained the next person to be interviewed was Leah Kuipers.

Councilmember Abdulle asked Ms. Kuipers to provide the Council with a brief history on her background and community involvement.

Leah Kuipers stated her husband has served on a Commission. She indicated this was her first time applying to serve on a Commission. She commented she has a passion towards medicine along with the safety and security of her neighborhood. She reported she works as a family medicine provider in the north metro and has a large patient population from newborns through 102. She stated a large part of what she gets to do professionally is helping people to access resources that are available to all individuals. She commented she was excited to see

New Brighton has a lot of people interested in serving the community. She indicated she was a prior board member at a private academy and was a volunteer for the Minnesota Medical Reserve Board and she has hosted homeless youth in her home.

Councilmember Allen asked Ms. Kuipers to expand on her interest in safety and security in the community.

Ms. Kuipers stated she believed it was her civic responsibility, right and honor to be involved in the community. She saw New Brighton as a smaller town in a great big city. She was happy that her voice could be heard in this community. She commented when she thinks about safety and security her thoughts went to sidewalks and if they were functioning for those in wheelchairs, if small businesses would remain viable during COVID, and how public safety was performing in the community. She noted she enjoyed reviewing data in order to learn how the community can improve.

Councilmember Axberg stated each Commission is tasked with making recommendations to the City Council that comply with policies, rules or ordinances already adopted by the City Council. She asked Ms. Kuipers what she would do if she disagreed with a policy or ordinance already in place.

Ms. Kuipers explained she would first have to recognize if this was a personal concern or a representation of the community. She indicated if this was a community question, she would want to understand them, and validate what their experience is. She stated she would encourage this individual to access the right individuals to have their concern addressed. She commented if there were policies that exist that may need to be reevaluated, she would hope the Council was open to looking at the policy, what it looks like compared to other communities and when it was created in order to have respectful dialogue about how some changes could be made.

Councilmember Dunsworth requested Ms. Kuipers to speak to the City's biggest opportunity and biggest challenge in addressing inclusion in New Brighton.

Ms. Kuipers stated this was a great question and this needs to be an ongoing dialogue for the community. She explained the biggest challenge is a resistance to change, and maybe not being able to own up to personal biases. She encouraged the City to create spaces where people can be honest and real in order to say things in a respectful manner. She hoped the City was polling enough people in a broad scale in order to address inclusion. She understood the community was changing, which was a beautiful thing that should be embraced for all that it is, even if this means things are different going forward. She indicated she was pleased the City would be hiring an inclusive person to address these matters for the community.

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

There was a brief break in the meeting while the Council waited for Julia O'Rourke to join the meeting.

Mayor Niedfeldt-Thomas explained the next person to be interviewed was Julia O'Rourke.

Councilmember Abdulle asked Ms. O'Rourke to provide the Council with a brief history on her background and community involvement.

Julia O'Rourke reported she has been on PREC for the past three years. She explained her educational background was in environmentally sustainable product design and public policy. She noted she has a masters in public policy and a PHD in environmental sustainability. She stated she has been living in New Brighton for the past four years and she has two young kids. She explained she participated a lot in the parks and rec

programs and frequented the City's parks.

Councilmember Allen asked what motivated Ms. O'Rourke to reapply to serve on a City Commission.

Ms. O'Rourke stated she has really enjoyed participating during her first term. She explained she wanted to be involved in the community and this was a great opportunity. She indicated this was a great way to be involved, even during the pandemic and she wanted to help make New Brighton a better place.

Councilmember Axberg stated each Commission is tasked with making recommendations to the City Council that comply with policies, rules or ordinances already adopted by the City Council. She asked Ms. O'Rourke what she would do if she disagreed with a policy or ordinance already in place.

Ms. O'Rourke explained in the past if she has had any concerns, she has emailed Jennifer Fink, the staff liaison and has asked her questions. She reported she also asks questions during meetings if she needs clarification on anything.

Councilmember Dunsworth requested Ms. O'Rourke to speak to the City's biggest opportunity and biggest challenge in addressing inclusion in New Brighton.

Ms. O'Rourke stated this was a good question. She indicated there was always an opportunity to get more people involved. She noted the PREC Commission recently discussed the Fund Plunge to help raise money for parks and recreation department in order to providing funding for those in need. She indicated the biggest challenge would be the lack of diversity on some of the City's commissions. She understood representation was important.

Mayor Niedfeldt-Thomas thanked Ms. O'Rourke for coming in and applying for this position. She noted City Clerk Spangrud would be in touch with further information on how the Council was moving forward. She explained the next person to be interviewed was Laura Sokol-Kraft.

Councilmember Abdulle asked Ms. Sokol-Kraft to provide the Council with a brief history on her background and community involvement.

Laura Sokol-Kraft stated she has lived in New Brighton for the past 17 years and she has three children who have been part of New Brighton park and rec. She noted she frequents the parks and have been long time members of the NBCC. She explained she has worked for Cisco Systems for 15 years and took a break for a while. She indicated she was about to go back to work and then COVID happened. She stated she was planning to get back into the workforce this summer or fall.

Councilmember Allen asked what motivated Ms. Sokol-Kraft to serve on a City Commission.

Ms. Sokol-Kraft commented she wanted to volunteer in an area where she has varied experience. She noted she played soccer and has volunteered to coach her kids' teams over the years. She indicated she uses the parks and wants to get involved. She discussed the various gyms, facilities and parks that she has used in New Brighton over the years.

Councilmember Axberg stated each Commission is tasked with making recommendations to the City Council that comply with policies, rules or ordinances already adopted by the City Council. She asked Ms. Sokol-Kraft what she would do if she disagreed with a policy or ordinance already in place.

Ms. Sokol-Kraft stated she was part of Michelle's request to turn the tennis courts into pickleball courts. She

understood that people still use the tennis courts and worked to bring about a compromise for the situation. She explained she wasn't shy and if there was a concern, she would work to bring the concern to light.

Councilmember Dunsworth requested Ms. Sokol-Kraft to speak to the City's biggest opportunity and biggest challenge in addressing inclusion in New Brighton.

Ms. Sokol-Kraft reported the Council has an opportunity with the Commissions and who is appointed. She suggested the City put out a survey in order to learn what communities would like to participate in, or what should be addressed. She anticipated some assumptions have been made and these assumptions as to what communities would prefer and these may not be accurate. She noted she was not a person of color, but she was a woman and people have made assumptions about her. She suggested focus groups or survey monkey be considered in order to get new ideas on how to better serve communities in New Brighton.

Mayor Niedfeldt-Thomas thanked Ms. Sokol-Kraft for coming in and applying for this position. She noted City Clerk Spangrud would be in touch with further information on how the Council was moving forward.

Worksession adjourned at 7:31 pm

Respectfully submitted,

Terri Spangrud
City Clerk



Council Worksession
March 9, 2021
5:00 pm

Present: Mayor Kari Niedfeldt-Thomas
Councilmember Abdullahi Abdulle
Councilmember Graeme Allen
Councilmember Pam Axberg
Councilmember Emily Dunsworth

Absent:

Staff in Attendance: Devin Massopust

Guests in Attendance:

Due to the COVID-19 pandemic this meeting was held virtually.

Commission Interviews

Mayor Niedfeldt-Thomas reported Kristin Hicks would be the first person interviewed. She thanked Ms. Hicks for her interest in serving on a City Commission. She discussed the process that would be followed for the Commission interviews and appointments.

Councilmember Abdulle asked Ms. Hicks to provide the Council with a brief history on her background and community involvement.

Kristin Hicks explained she was originally from Eau Claire, Wisconsin and came to Roseville for college. After college she lived in Minneapolis for a number of years. She noted she moved to New Brighton in 2016. She reported she works for a local agricultural commodities trading company, The Skolar Company, in Minneapolis, but these days from home. She indicated her role was in IT, she was the Digital Experience Manager, and a big part of that job was communicating between users and the IT department to ensure the two groups are on the same page. She indicated she was very involved in her community growing up, especially in high school. However after getting married and having kids she has gotten away from this. She stated she was spurred to get involved in the community after volunteering to be an election judge last fall.

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

Ms. Hicks stated this opportunity came to her through an email and she was excited because she is a park and recreation nerd. She explained she participated in parks and recreation programs as a kid and enjoys using the City's parks. She believed parks and recreation was the right place for her. She indicated she was passionate about community, a strong culture, along with social justice and equity. She commented she was also concerned with sustainability issues.

Councilmember Axberg stated each Commission is tasked with making recommendations to the City Council that comply with policies, rules or ordinances already adopted by the City Council. She asked Ms. Hicks what she would do if she disagreed with a policy or ordinance already in place.

Ms. Hicks stated this was a question she had for the Council. She anticipated she would put the matter on an agenda, complete her research and have a discussion regarding her concern with the Commission. She indicated what was exciting about this opportunity was that it was a lot of listening, asking questions and helping to come to the best possible decision. She noted she was very inquisitive as a person.

Councilmember Axberg noted she served on PREC for a number of years and she believed Director Fink looked to the Commission to get suggestions and different points of view. She commented further on how matters were presented to PREC over the years.

Councilmember Dunsworth requested Ms. Hicks to speak to the City's biggest opportunity and biggest challenge in addressing inclusion in New Brighton.

Ms. Hicks stated she read through the Comprehensive Plan and was inspired by the plans and vision the City has for the community. She appreciated the fact the City wanted to create a sense of space for everyone, community centers and activities that everyone feels welcome at. She believed this would create visibly open and welcome spaces. She understood there would be challenges and that money was involved.

Mayor Niedfeldt-Thomas thanked Ms. Hicks for coming in and applying for this position. She noted City Clerk Spangrud would be in touch with further information on how the Council was moving forward. She explained the next person to be interviewed was Dan Judd.

Councilmember Abdulle asked Mr. Judd to provide the Council with a brief history on his background and community involvement.

Dan Judd explained he was a native of southeastern Minnesota, Austin. He noted he has lived in New Brighton for the past 18 or 19 years. He indicated he married a local graduate from Irondale, Janine which brought him to this community. He commented he has worked for decades in the human services field, most recently at Hennepin County. He stated he has been a member of the United Church of Christ in New Brighton and this was his catalyst for applying for this position. He explained he served on the adult education committee and he has explored issues like public safety and racism, among other social justice issues. He noted he lives in the Pike Lake Manor condos and has served on the association.

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

Mr. Judd commented public safety related events from the last year motivated him to serve in the community. He explained he likes facts and he wanted to know more about how public safety operates in New Brighton. He stated he would like to serve as an ambassador to the community and would like to be a positive influence for what takes place in the City. He indicated he was into grass roots activities and he would want to recruit contacts for each apartment or condo complex in the area. He noted he has been a victim of the catalytic converter theft. He stated he wanted to see neighborhoods coming together to look out for one another.

Councilmember Axberg stated each Commission is tasked with making recommendations to the City Council that comply with policies, rules or ordinances already adopted by the City Council. She asked Mr. Judd what he would do if he disagreed with a policy or ordinance already in place.

Mr. Judd indicated he would openly address that with the Commission or Council. He stated he likes research and checking facts. He explained if he had a different opinion, he would present information to back up this opinion. He understood that he couldn't always have his way, but rather that there was also compromise.

Councilmember Dunsworth requested Mr. Judd to speak to the City's biggest opportunity and biggest challenge in addressing inclusion in New Brighton.

Mr. Judd stated this was a big question. He believed there was a lot of opportunity because New Brighton had people from different cultures, with religious differences, and sexual orientations. He commented the City sponsored events may be a great way to bring large numbers of people together in the community. He suggested a festival of nations be held, or other sporting events. He indicated the challenge would be to have people to assist with sponsoring these events to bring people together.

Mayor Niedfeldt-Thomas thanked Mr. Judd for coming in and applying for this position. She noted City Clerk Spangrud would be in touch with further information on how the Council was moving forward. She explained the next person to be interviewed was Mike Murlowski.

Councilmember Abdulle asked Mr. Murlowski to provide the Council with a brief history on his background and community involvement.

Mike Murlowski stated he was born in St. Anthony Village and his father's office was originally in St. Anthony Village. He noted in 1963 his father moved to New Brighton and opened his office in New Brighton. He noted he and his brother went into business with his father in the 1970's and steered interest towards earth work since the 1980's. He reported he has since worked throughout the entire metro area, Colorado, Denver, and southwest Florida. He explained he has been in heavy civil construction his entire life. He stated he has been involved at St. John's Church, many years of meals on wheels, and three terms on the EDC. He reported he does not live in New Brighton, but this has been his home since 1963.

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

Mr. Murlowski stated he was not done. He indicated he was interested in continuing to serve and New Brighton would always be home to him. He noted he sold his primary business but he would continue to work. He believed he could still make a difference in the City of New Brighton.

Councilmember Axberg stated each Commission is tasked with making recommendations to the City Council that comply with policies, rules or ordinances already adopted by the City Council. She asked Mr. Murlowski what he would do if he disagreed with a policy or ordinance already in place.

Mr. Murlowski stated the City and the community were number one in his mind. He reported the City serves the community which meant solid recommendations had to be made to the Council. He stated based on his background he was able to assist with this.

Councilmember Dunsworth requested Mr. Murlowski to speak to the City's biggest opportunity and biggest challenge in addressing inclusion in New Brighton.

Mr. Murlowski commented there were certain areas of the City that need to be updated and renovated. He understood the City has done a lot, but the Old Highway 8 corridor was in need of updates. He would love to see people open their hearts and minds in order to make everyone feel included in the community.

Mayor Niedfeldt-Thomas thanked Mr. Murlowski for coming in and applying for this position. She noted City Clerk Spangrud would be in touch with further information on how the Council was moving forward. She explained the next person to be interviewed was Matt Johnson.

Councilmember Abdulle asked Mr. Johnson to provide the Council with a brief history on his background and

community involvement.

Matt Johnson stated he was the Assistant Parks and Recreation Director in Roseville and has had this position for the past eight years. He indicated there were opportunities for him to partner with New Brighton. He explained he has worked in some form of recreation for the past 20 years. He noted he has a Masters Degree in Parks and Recreation Administration. He stated he had two daughters, ages six and four. He commented his daughters love to be active in the community. He reported he has lived in the community for the past 11 years. He indicated he values being able to participate in the City and bring his skill set to the community.

Councilmember Allen asked what topics Mr. Johnson was interested in addressing in the next couple of years.

Mr. Johnson stated he was passionate about equity and explained a community that yields diverse interests is a better community for him to raise his children in. He believed a rising tide raises all boats. He commented the equity and environmental pieces were very important to him and he understood the PREC Commission was interested in pursuing these points in the coming months and years. He discussed the value of having a first class parks system in drawing people to the community. He stated the tools were in place in New Brighton to really hit this out of the park.

Councilmember Axberg stated each Commission is tasked with making recommendations to the City Council that comply with policies, rules or ordinances already adopted by the City Council. She asked Mr. Johnson what he would do if he disagreed with a policy or ordinance already in place.

Mr. Johnson indicated this was a challenge. He stated he works in city government and he was an empathetic person. He commented he would reach out to a staff member, perhaps Director Fink, and express his concern. He understood the importance of serving at the Council's pleasure and explained his comments would be respectful of moving the City in the right direction. He stated he has seen cities where there is fighting and less productive methods of communication. He indicated he was proud of how well the City Council works together and appreciates how well disagreements are managed and viewed as an opportunity for growth. He stated he has always worked well with City staff.

Councilmember Dunsworth requested Mr. Johnson to speak to the City's biggest opportunity and biggest challenge in addressing inclusion in New Brighton.

Mr. Johnson explained the challenge was hearing the voices and seeking them out in creative manners. He stated it was not sufficient to send a letter out inviting people from the public to provide feedback at a meeting. He indicated if the City was serious about the work of reaching all populations, staff will have to get creative in order to meet people where they are at and he understood this took time, energy and effort. He believed parks and recreation programming was a way to create equity and community. He encouraged the city to create and provide programs that reach all populations. He stated this would create a stronger community overall.

Mayor Niedfeldt-Thomas thanked Mr. Johnson for coming in and applying for this position. She noted City Clerk Spangrud would be in touch with further information on how the Council was moving forward. She explained the next person to be interviewed was John Dubose.

Councilmember Abdulle asked Mr. Dubose to provide the Council with a brief history on his background and community involvement.

John DuBose stated he entered the military in 1997, volunteered at the schools and used his GI Bill to become a teacher. He noted he served in Panama, Iceland, Belgium working in CSI (Community Support Initiative) working to increase access to facilities. He explained his wife is a teacher in Belgium. He reported he has

hosted student teachers from all over the United States in Belgium. He indicated he has always been involved in the community as a teacher, and was a coach for his daughter's soccer and volleyball teams.

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

Mr. DuBose stated everywhere he has been he has been involved in the community. He stated in Belgium he was part of the neighborhood watch, in Iceland he hosted block parties. He explained as a teacher and a soldier you give back. He stated he lives by the phrase, always make yourself empty so you have more room to fill with knowledge and experience.

Councilmember Axberg stated each Commission is tasked with making recommendations to the City Council that comply with policies, rules or ordinances already adopted by the City Council. She asked Mr. DuBose what he would do if he disagreed with a policy or ordinance already in place.

Mr. DuBose indicated he would read, research and gain knowledge, while also speaking to those who have knowledge. He stated he may need clarification on the issue from others before addressing his concern.

Councilmember Dunsworth requested Mr. Dubose to speak to the City's biggest opportunity and biggest challenge in addressing inclusion in New Brighton.

Mr. DuBose explained his sister-in-law has lived in New Brighton her entire life. He stated he lives near Totem Park and he indicated the parks were great spaces to allow for the gathering of people. He believed New Brighton had a great opportunity with its parks. He commented he sees diversity as education and one of the things he did in Iceland was to allow the students to share their culture and history. He stated the greatest challenge may be tapping into the youth and allowing them to share their knowledge and culture.

Mayor Niedfeldt-Thomas thanked Mr. DuBose for coming in and applying for this position. She noted City Clerk Spangrud would be in touch with further information on how the Council was moving forward.

Discussion: Commission Appointments

Mayor Niedfeldt-Thomas referred the Council to the Commission and Task Force Openings document. She requested the discussion begin with the EDC. She noted the Council had more people that applied for positions than there are openings. She noted the Council would be making recommendations based on the best fits for these positions. She commented further on how individuals that are not appointed may be able to assist the City on the zoning code steering committee or inclusive community commission. She reported she would connect with all of the individuals that are not selected to see what commitments they were willing to make to the City.

Councilmember Allen recommended Mike Murlowski be reappointed to the EDC noting he has great experience with the City. He suggested John DuBose also be appointed to the EDC.

Councilmember Abdulle noted Mr. DuBose was also interested in serving on the Planning Commission and he was not certain which group he would prefer.

Mayor Niedfeldt-Thomas recommended these two names be written in tentatively and that the Council move onto the PREC recommendations.

Councilmember Dunsworth stated she would like to see Ahmed Abdiwahed appointed because he would bring a new lens to PREC. She also supported Matt Johnson being reappointed given his background and knowledge.

She indicated Julia O'Rourke has been a great PREC Commissioner as well.

Councilmember Axberg supported these three recommendations.

Councilmember Dunsworth commented Meghan Bakken appeared to be a great candidate for the DEI Commission.

Mayor Niedfeldt-Thomas suggested the Council move onto the Planning Commission recommendations. She stated it was her understanding the commitment from Tim McQuillan and Todd Biedenfeld has been excellent.

Councilmember Axberg reported if John DuBose was placed on the EDC then the two openings for the Planning Commission could be filled by Todd Biedenfeld and Tim McQuillan. The Council supported this recommendation.

Mayor Niedfeldt-Thomas stated the next appointments to be discussed were for the Public Safety Commission, noting there were two openings.

Councilmember Dunsworth recommended Geoff Hollimon be reappointed to this group, noting he has served as the Chair. She suggested Daniel Judd be considered for the DEI Commission. She explained she would like to see Leah Kuipers on the Public Safety Commission given her medical background and expertise.

Councilmember Allen supported these recommendations.

Mayor Niedfeldt-Thomas requested the Council go back to the PREC recommendations. Massopust summarized the appointments that had been previously discussed which included the reappointment of Matt Johnson and Julia O'Rourke, along with the appointment of Matt Spooner and Ahmed Abdiwahed. He indicated this left one more open position for PREC.

Councilmember Dunsworth supported Meghan Bakken be appointed to PREC.

Councilmember Abdulle commented he would like to see Meghan Bakken on the DEI Commission. He suggested Kristin Hicks be considered for PREC.

Councilmember Allen agreed with this recommendation.

Councilmember Dunsworth suggested Michael Spooner or some others be considered for the zoning steering committee. Massopust reported when staff speaks to the commission candidates, those not appointed would receive information about the zoning committee and potential DEI commission.

Massopust discussed the seat on PREC that was vacated by Councilmember Axberg and requested the Council discuss who would be appointed to this seat because the term ended in December of 2023.

Mayor Niedfeldt-Thomas recommended Kristin Hicks fill the 2023 seat.

Councilmember Allen thanked all of the volunteers that stepped forward to be considered for these positions. He commented for those folks that will not be appointed, he stated the City would work to find ways to get these individuals involved in the community.

Councilmember Axberg recommended the outgoing members be recognized for their service to the City of New Brighton.

Councilmember Allen reported an appreciation day is typically held every fall to honor these individuals.

Mayor Niedfeldt-Thomas thanked all who applied and noted the City would be reaching out to everyone to find ways to continue their City engagement.

Worksession adjourned at 6:18 pm

Respectfully submitted,

Terri Spangrud
City Clerk



COUNCIL PROCEEDINGS THE CITY OF NEW BRIGHTON

Pursuant to notice thereof, a regular meeting of the New Brighton City Council was held Tuesday, March 9, 2021 at 6:30 pm in the New Brighton Council Chambers. Due to the COVID-19 pandemic this hybrid meeting was held both virtually and in person.

Present: Mayor Niedfeldt-Thomas, Councilmembers Abdulle, Allen, Axberg, and Dunsworth
Absent:

Also Present: Devin Massopust-City Manager, Sarah Sonsalla-City Attorney, Gina Smith-Interim Finance Director, Craig Schlichting-Director of Community Assets and Development, Ben Gozola-Assistant Director of Community Assets and Development, Brad Krebsbach-Community Engagement Officer, Tony Paetznick, Director of Public Safety

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.

Victor Leone, Business Development Director for Prime Time Contractors, explained he submitted a request for a solicitor's permit. He described the type of general contracting work his company completes, noting they specialize in window replacement. He noted he was available for any questions or comments.

Mayor Niedfeldt-Thomas reported this permit would be considered by the City Council on the Consent Agenda.

Joel Sagboe, representative for Prime Time Contractors, thanked the Council for considering his company's request.

Approval of Agenda

Approval of the March 9, 2021 Council Agenda.

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

A roll call vote was taken.

5 Ayes, 0 Nays-Motion Carried

Special Order of Business

1. Proclamation: Tibet Day.

Call to Order

Pledge of Allegiance

Public Comment Forum

Approval of Agenda

Approval of the
March 9, 2021
Agenda.

Special Order of Business

1. Proclamation: Tibet Day.

Mayor Niedfeldt-Thomas read a proclamation in full for the record declaring March 10, 2021 to be Tibet Day in recognition of the 62nd Anniversary of the Tibetan National Uprising and to honor those who have died in the struggle.

Consent Agenda

1. Consider Approval of Payments of Electronic Funds Transfer (EFT) 12824–12990, ACH Payments 12801-12840 & Vouchers 159678-159698 for a total of \$1,004,826.19.
2. Approve City Council Minutes:
 - a. February 23, 2021 City Council Worksession Minutes.
 - b. February 23, 2021 City Council Meeting Minutes.
3. Accept Receipt of Commission Minutes:
 - a. January 11, 2021 Public Safety Commission Meeting Minutes.
 - b. February 3, 2021 Economic Development Commission Meeting Minutes.
4. Consideration of the Resolution Amending the 2020 General Fund Budget.
5. Consider Request for Exemption from Lawful Gambling License – Community Partners with Youth.
6. Consider Request for Lawful Gambling License – New Brighton Lions Club at The Exchange Food & Drink.
7. Consideration of Advanced Oxidation Process Ultraviolet Lamp Purchase.
8. Consider Application for a Solicitor License for Primetime Contractors, LLC.
9. Consider Memorandum of Understanding Between the City of New Brighton and Teamsters Local No. 320 Wages and Positions.
10. Consider Approval of Renewal Application for Optional Liquor 2 AM License – Adagio's Pizza Factory.

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

A roll call vote was taken.

5 Ayes, 0 Nays - Motion Carried

Public Hearing

1. Consider Resolution Providing for the Public Hearing Regarding a Multifamily Housing Development and Granting Preliminary Approval to the Issuance of Conduit Revenue Bonds to Finance the Costs Thereof (Old Highway 8 Senior

Consent Agenda

1. Consider Approval of Payments of EFT 12824–12990, ACH Payments 12801-12840 & Vouchers 159678-159698.
2. Approve City Council Minutes:
 - a. February 23, 2021 Worksession Minutes.
 - b. February 23, 2021 City Council Meeting Minutes.
3. Accept Receipt of Commission Minutes:
 - a. January 11, 2021 Public Safety Commission Meeting Minutes.
 - b. February 3, 2021 EDC Meeting Minutes.
4. Consider Resolution Amending the 2020 General Fund Budget.
5. Consider Request for Exemption from Lawful Gambling License – Community Partners with Youth.
6. Consider Request for Lawful Gambling License – New Brighton Lions Club at The Exchange Food & Drink.
7. Consider Advanced Oxidation Process Ultraviolet Lamp Purchase.
8. Consider App. for a Solicitor License for Primetime Contractors, LLC.
9. Consider MOU Between the City and Teamsters Local No. 320 Wages and Positions.
10. Consider Approval of Renewal App. for Optional Liquor 2 AM License – Adagio's Pizza Factory.

Public Hearing

1. Consider Resolution Providing for the Public Hearing Regarding a

Housing Project).

Multifamily Housing Development and Granting Preliminary Approval to the Issuance of Conduit Revenue Bonds to Finance the Costs Thereof (Old Highway 8 Senior Housing Project).

City Manager Massopust indicated Jenny Bolton with Kennedy & Graven would be presenting this item to the Council.

Jenny Bolton, attorney with Kennedy & Graven, stated in accordance with the provisions of Minnesota State Statutes, the City is authorized to develop and administer a housing program to provide for the financing of new construction or the acquisition and rehabilitation of an existing building and site for providing a multi-family housing development. Furthermore, State Statutes also provide that such programs for multi-family housing developments may be financed by revenue bonds or obligations issued by the City. Federal tax law applicable to tax exempt conduit revenue bonds requires that the issuer's public hearing and final approval cannot be more than one year prior to the issuance of the bonds; therefore it is necessary for the City to hold another public hearing and reapprove the issuance of the remaining bonds for the Multifamily Housing Project. The Regulatory Loan Agreement, form of Subordinate Multifamily Housing Revenue Note, and Assignment of Loan Agreement identified as related documents are quite voluminous and have been prepared by the City's bond counsel. She commented further on the proposed affordable housing development that was being constructed along Old Highway 8 and recommended approval of the Resolution granting preliminary approval of the issuance of conduit revenue bonds to finance the project.

Councilmember Abdulle requested further information on how the applicant can use affordable housing credits and questioned what would happen if the Dominion were to default on the bonds. Ms. Bolton explained affordable housing tax credits are a federal program. She discussed how tax credit's function and noted this project would receive 4% tax credits. It was noted with this project, in order to maximize the tax credits all of the units would be available at 60% AML. She explained this project was very close to completion so she did not anticipate the developer would be defaulting on the bonds given the great need for affordable housing in the area. She reported the risk of default was extremely low noting Dominion has great expertise in affordable housing. She indicated the City has not liability for the bonds noting the lender can only look to the guarantee that is being provided by the developer.

Mayor Niedfeldt-Thomas asked when the City has used these types of bonds in the past. Ms. Bolton reported there were two bond issues for this development in 2019. She explained this would be the third and final financing for this facility. She commented there was a companion facility being built on this site by Dominion for seniors. City Manager Massopust stated he was aware of six other developments the City had completed with conduit revenue bonds in the past.

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

A roll call vote was taken.

5 Ayes, 0 Nays - Motion Carried

The Public Hearing was opened at 6:58 p.m.

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

Motion by Councilmember Abdulle, seconded by Councilmember Axberg to close the Public Hearing.

A roll call vote was taken.

5 Ayes, 0 Nays - Motion Carried

The Public Hearing was closed at 6:59 p.m.

Motion by Councilmember Abdulle, seconded by Councilmember Allen to adopt a Resolution authorizing the issuance, sale, and delivery of its Subordinance Multifamily Housing Revenue Note (Brighton Oaks Project), Series 2021; approving the form of and authorizing the execution and delivery of the note and related documents; providing for the security, rights, and remedies with respect to the note; and granting approval for certain other actions with respect thereto.

Mayor Niedfeldt-Thomas stated these bonds were a tool available to the City in order to further the mission and vision of the City Council.

Councilmember Abdulle commented on the different levels of affordable housing and understood these units would be at 60% AMI. He understood that everyone may not be able to afford this rental level. He indicated the Council was always looking for ways to create additional affordable housing units.

Councilmember Allen stated he appreciated Councilmember Abdulle's comments. He reported this project was targeted at 60% AMI and discussed how State law changed while this project was under construction. He understood affordability was a word that does not meet all instances and noted the Council would continue to address this matter.

A roll call vote was taken.

5 Ayes, 0 Nays-Motion Carried**Council Business**

1. Consider Authorization for a Resolution Authorizing the Application for the MNDNR Outdoor Recreation Grant for Hansen Park Improvements.

City Manager Massopust indicated Parks and Recreation Director Fink would be presenting this item to the Council.

Parks and Recreation Director Fink stated in 2018, the Parks and Recreation Department was scheduled to replace fencing and backstops at Hansen Park for the two remaining youth fields at Hansen Park through the Non-Fleet Capital Asset Replacement Fund. A decision was made to delay those replacements in order to wait for the outcomes from the Parks Comprehensive Plan. Due to soil conditions and field location, rain and water often impact playability, cause field damage, which result in increased cancelations. With the completion and adoption of Parks and Recreation System Plan, the Parks and recreation department is proposing an application to the DNR to help facilitate the completion of a portion of the approved Hansen Park Master plan.

Parks and Recreation Director Fink commented for the purposes of this grant, the proposal includes reorientation of the north ballfield to an ideal direction for play (northeast). Each ballfield will be re-sized to 200' with grading and drainage improvements to accommodate play. The layout also includes a paved multi-use 8' wide trail connection to each field and expanded spectator areas with bleachers. Small play pods with one or two play features (such as swings) would be located near the spectator area for younger children watching games. There is also an option to fit a multipurpose field on the north ballfield. Parking lots will be consolidated into one lot with 119 stalls including accessible parking and sidewalks.

Parks and Recreation Director Fink reported improvements to the popular disc golf course include a redesigned entrance, first hole and upgrades to existing tee boxes for consistency. An open-air shelter just south of the parking lot provides a separate gathering area for disc golf and space

Council Business

1. Consider Authorization for a Resolution Authorizing the Application for the MNDNR Outdoor Recreation Grant for Hansen Park Improvements.

for group events. In an effort to improve the chances of a favorable outcome in our grant application, the City has an agreement with WSB to assist in the grant application. Staff commented further on the probable costs for the park upgrades, discussed the grant amount requested, the funding options available to the City and recommended approval of the Resolution authorizing the grant application with the DNR. It was noted if this grant were received the City would have until 2023 to complete the project at Hansen Park.

Councilmember Axberg stated Hansen Park was a high priority for the City and noted this park offered a diverse number of uses. She questioned what the City's obligation was to complete the proposed project. Parks and Recreation Director Fink reported the scoring for the grant would be based on the entirety of the east project at Hansen Park. She explained the DNR would not allow the City to do less than that.

Candace Amberg, WSB, discussed how the City would want to make sure that the proposed project was high quality and would last to ensure the fields do not fail in several years. Mayor Niedfeldt-Thomas questioned how long this project would take to complete. Parks and Recreation Director Fink deferred this question to Ms. Amberg but noted it was her understanding the park would have to sit for an entire year after the project was completed to allow the turf to become ready for high use. Ms. Amberg estimated the park project would be bid in the spring of 2022 and would take three months to complete, weather pending.

Councilmember Abdulle requested further information on how the park conditions were rated. Ms. Amberg described the park condition rating system that was used within the Parks Master Plan to rate the City's parks.

Councilmember Allen reported this side of Hansen Park was closest to his home. He noted he was walking around the ballfields this past weekend and understood the fields needed to be regraded because there was a host of issues. He stated he wanted to see the City do this project right in order to get the water draining correctly away from the fields.

Councilmember Abdulle questioned what type of plantings would occur at the park. Parks and Recreation Director Fink reported turf grass would be planted for the playable fields.

Mayor Niedfeldt-Thomas requested further information on the competitiveness for this grant application. Parks and Recreation Director Fink reported the DNR typically receives three to five times the number of requests for funding than what is available. She discussed the valuable feedback City staff has received from previous grant applications. She indicated staff was also pleased to be working with WSB on this grant cycle. It was her understanding the DNR had \$850,000 available for these grants. Ms. Amberg stated she worked to describe how the proposed improvements would meet the needs of the community.

Motion by Councilmember Axberg, seconded by Councilmember Abdulle to adopt a Resolution authorizing the application for a 2021 Minnesota Department of Natural Resources Outdoor Recreation Grant.

A roll call vote was taken.

5 Ayes, 0 Nays-Motion Carried

2. Consider Resolution Accepting Feasibility Study and Set Public Hearing Date for City Project 21-1, 2021 Street Rehabilitation.

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

Director of Community Assets and Development Schlichting stated the purpose of this item is for Council to accept the Feasibility Study prepared by staff and order a Public Improvement Hearing for the proposed Project 21-1. A presentation of the Feasibility Study will be made at the Public Improvement Hearing scheduled for March 23, 2021. If the Council approves the

2. Consider Resolution Accepting Feasibility Study and Set Public Hearing Date for City Project 21-1, 2021 Street Rehabilitation.

project at the Public Hearing, staff will then prepare plans and specifications based on the input received at the improvement hearing and previously collected information. Staff commented further on the proposed improvements noting the streets within the project area were 31 years old. The timeline for the project was reviewed with the Council and staff recommended acceptance of the feasibility study and to call for the public improvement hearing for Street Rehabilitation Project 21-1.

Councilmember Abdulle requested further information regarding the history of the assessment terms for other street improvement projects. Director of Community Assets and Development Schlichting discussed the process followed for assessing property owners. He noted the City has followed a 10 year repayment period at 3%. He explained residents can prepay their assessment prior to the assessment being certified with the County.

Mayor Niedfeldt-Thomas questioned what the average assessment would be for these property owners.

Director of Community Assets and Development Schlichting estimated the average assessment would be \$2,500 for a benefiting property.

Councilmember Allen reported the City picks up 75% of the reconstruction costs for all street improvement projects and residents are responsible for paying 25% of the costs.

Councilmember Abdulle asked if broken sidewalks and ADA ramps were typically included in the scope of a project. Director of Community Assets and Development Schlichting explained if sidewalks are within the project corridor that needed replacement this would be part of the project. He indicated broken panels would be replaced in advance of the project.

Motion by Councilmember Abdulle, seconded by Councilmember Axberg to adopt a Resolution accepting the Feasibility Study and calling for a Public Improvement Hearing on proposed Project 21-1, 2021 Street Rehabilitation.

A roll call vote was taken.

5 Ayes, 0 Nays-Motion Carried

3. Consider Approval of Fountain Terrace Apartments Provisional License and Mitigation Plan.

City Manager Massopust indicated Community Engagement Officer Krebsbach would be presenting this item to the Council.

Community Engagement Officer Krebsbach stated as required by City Code Chapter 13, the New Brighton Department of Public Safety reviewed police and fire calls to all licensed multi-family dwelling units in the City for the time period of July 1, 2020 through December 31, 2020. Included in this review was Fountain Terrace Apartments located at 691 - 799 1st Avenue NW. The analysis of the calls for service at Fountain Terrace revealed a level of .69 provisional calls for service per unit in that six month review period. That level is in excess of the .5 calls per unit that is allowed per City ordinance. Staff commented further on the number and types of calls for service from July through December 2020. Fountain Terrace provided a mitigation plan that was reviewed by staff. Based on the review of the mitigation plan, staff recommends the plan be approved. As part of their plan, Fountain Terrace will provide bi-weekly reports outlining their progress on the mitigation plan they developed. It was noted staff will continue to monitor activity at Fountain Terrace and will work closely with management during the provisional period to verify they are in compliance with the plan.

Councilmember Allen thanked staff for the thorough presentation. He commended staff for working with NYFS for identifying issues and finding a new housing solution for one of the tenants at Fountain Terrace. He stated he appreciated the efforts that went into the provisional license and mitigation plan.

Mayor Niedfeldt-Thomas questioned if the management at Fountain Terrace would be approving the mitigation plan. Community Engagement Officer Krebsbach stated he was uncertain if this would occur but noted he would be following up with them bi-weekly.

3. Consider Approval of Fountain Terrace Apartments Provisional License and Mitigation Plan.

Councilmember Abdulle thanked Community Engagement Officer Krebsbach for his report. He stated he did not want a hostile situation to be created at the apartment complex for tenants and he appreciated the fact Fountain Terrace was looking into hiring a security company. He thanked the public safety department and its officers for looking for solutions to problems that were occurring at this property.

Councilmember Allen asked if management was not responsive, what would be the remedies for the City. Public Safety Director Paetznick explained this was well spelled out in the City's rental license ordinance. He reported non-compliance could lead to license revocation, suspension or non-renewal. He indicated the work that has been done by Officer Krebsbach with the mitigation plan will give the City leverage to hold them accountable, to ensure management follows through with the things they say they are going to do in order to keep this a livable environment for everyone on the property.

Councilmember Allen stated under the current state of affairs there was a moratorium on convictions. He indicated he was curious about Fountain Terrace and if they were evicting tenants. He was hopeful the department would be able to work with management in order to find solutions for individuals versus evicting individuals. He requested this information be provided to the Council in the future. Community Engagement Officer Krebsbach commented it was his understanding Fountain Terrace had a tenant they wished to cut the lease with, which ended up being a mutual decision. He reported this tenant was provided with resources on where they could find additional housing.

Councilmember Abdulle stated he was concerned about some of the remedies. He questioned if the concerns were coming from family members and relatives or persons that had no reason to be on the property.

Community Engagement Officer Krebsbach commented tenants had been reminded that anyone that was going to live with them had to have a background investigation completed and these individuals had to be added to the lease. He stated one individual was found to have had an extensive criminal history.

Councilmember Abdulle asked what led to the increase in calls at this property. Community Engagement Officer Krebsbach reported the goal of management was to address the people who were staying on the property that have not been properly backgrounded. He stated management was finding that these unauthorized people were generating many of the police calls.

Mayor Niedfeldt-Thomas noted there was also a change in ownership for this property in 2015.

Councilmember Axberg stated she appreciated the proposed mitigation plan because she wanted this property to be a safe place for all tenants.

Mayor Niedfeldt-Thomas reported all residents were to continue to call the police if they were in need of help.

Motion by Councilmember Allen, seconded by Councilmember Axberg to approve the mitigation plan and provisional multiple family dwelling licensure for the property Fountain Terrace Apartments located at 691 - 799 1st Avenue NW.

A roll call vote was taken.

5 Ayes, 0 Nays-Motion Carried

Commission Liaison Reports, Announcements and Updates

Devin Massopust

City Manager Massopust reported the Public Safety Department has been holding crime prevention meetings with National Night Out block captains and 60 people have attended these meetings. It was the hope that the information presented at these meetings would be spread by these individuals into local neighborhoods. He noted the Eagle's Nest was slated to reopen on March 22, 2021 and use would have to be prescheduled. He encouraged the public to complete the Gnome Hunt at Long Lake Park.

Graeme Allen

Councilmember Allen reported the Public Safety Commission met on March 8, 2021 and discussed crime stats and monthly reporting efforts. He noted the Ramsey County Library

**Commission Liaison
Reports,
Announcements and
Updates**

would be opening its use of computers and printers for 30 minute intervals. He congratulated Councilmember Abdulle for adding to his family this week.

Pam Axberg

Councilmember Axberg reported the EDC met on March 3, 2021 and discussed its priorities for 2021-2022, which were business retention and expansion, housing programs, placemaking initiatives and physical redevelopment opportunities.

Abdullahi Abdulle

Councilmember Abdulle stated he appreciated all of the Commissioners that applied for the open seats and were interviewed in the last two weeks. He encouraged residents to prioritize their own wellbeing as the Chauvin trial begins and to reach out to the City Council if they need help. He thanked the New Brighton Public Safety Department for keeping the community safe.

Mayor Niedfeldt-Thomas

Mayor Niedfeldt-Thomas reported she presented at a League of Women's Voter event several weeks ago. She encouraged individuals to reach out to her if interested in serving on the Inclusive Commission. She invited the public to participate in the "Amazing Race" event being sponsored by Parks and Recreation next weekend. She noted she would be attending a North Metro Mayors meeting next week. She noted she would be hosting Zoom meetings in the coming weeks and months and encouraged the public to consider participating in these events.

Adjournment

Mayor Niedfeldt-Thomas adjourned the meeting at 8:28 p.m.

Adjournment

The meeting adjourned at 8:28 p.m.

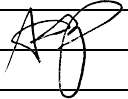


Kari Niedfeldt-Thomas, Mayor

ATTEST: _____
Terri Spangrud, City Clerk



Report Number:	4
Agenda Section:	Consent
Report Date:	03/10/2021
Council Meeting Date:	03/23/2021

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION: Consider Approval of Sub-Grant Agreement with City of Saint Paul for Ramsey County Traffic Safety Initiative (RCTSI) Speed and Aggressive Driving Enforcement	
DEPARTMENT HEAD'S APPROVAL: Anthony S. Paetznick, Director of Public Safety	
CITY MANAGER'S APPROVAL:	
No comments to supplement this report  Comments attached _____	

Recommendation: Approval of sub-grant agreement with City of Saint Paul for Ramsey County Traffic Safety Initiative (RCTSI) speed and aggressive driving enforcement.

Legislative History: New Brighton has participated in the RCTSI since its creation in 2009.

Financial Impact: New Brighton will be reimbursed for overtime expenditures incurred by Public Safety's participation in RCTSI sub-grant agreement, which is budgeted at \$2,590.00.

Explanation: The RCTSI consists of every law enforcement agency in Ramsey County. Through grant funding awarded by the Minnesota Office of Traffic Safety (MN OTS), the RCTSI conducts proactive traffic enforcement and public education campaigns to reduce the number of traffic related injuries and deaths on local roadways. Tragically, the number of speed-related traffic fatalities and other serious crashes on Minnesota roadways increased in 2020.

According to the MN OTS, preliminary reports indicate 120 motorists died in speed-related accidents in 2020. This is the highest number of speed-related deaths in Minnesota in over 10 years. To combat this rise in fatal crashes, the MN OTS sought to award additional grant funding to law enforcement partners for overtime enforcement to address speed related concerns. The RCTSI was awarded \$37,000.00 for this additional enforcement. New Brighton would receive \$2,590.00 of this grant award.



Matt Farmer
Police Officer

Attachments:

- Contract Grant Agreement
- Total Budget Items
- Speed and Aggressive Driving Sub-Grant Agreement

Agreement
Between the City of Saint Paul and City of New Brighton

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, is by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as “**City**” and City of New Brighton, a political subdivision of the State of Minnesota, hereinafter referred to as “**Provider.**”

The City and Provider, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

SECTION 1: Scope of Services.

A. Provider agrees to provide services or perform activities as related to its individual entity as described in the attached state grant award (Attachment A) and agrees to comply with all special conditions, financial reporting, and other requirements as detailed in Attachment A.

SECTION 2: Time for Completion.

A. The services described in Section 1 shall be commenced on February 15, 2021 and will be completed in accordance with the schedule mutually agreed upon with the City through September 30, 2021.

B. Provider shall not proceed with any task outside of the grant award without specific authorization from the Project Manager designated by the City.

C. There will be no extension of this contract beyond the date outlined above.

SECTION 3: Billings, Payment and Reporting.

A. For the Provider’s faithful performance of this Agreement, the City hereby agrees to compensate the Provider in the amounts and according to the provisions of Attachment A. Total payments to the Provider shall not exceed \$2,590.

B. The above amounts shall fully compensate the Provider for all costs. No claim for services and/or costs provided by the Provider, not specifically provided for in this Agreement will be honored by the City.

C. The Provider shall submit an itemized invoice as well as detailed backup documents to the City on a quarterly basis. The Provider will be provided with the deadline for submitting the detailed backup after the grant reporting deadlines have been finalized. The Provider shall submit the detailed backup within the budget categories as detailed on Attachment B. Upon receipt of the invoice and verification of the charges by the Project Manager, payment shall be made by the City to Provider within thirty (30) days of the City receiving payment or reimbursement from the State of Minnesota for services provided under this Agreement.

D. Provider shall submit programmatic reporting as requested by the fiscal agent, City of Saint Paul, on a quarterly basis. No payments shall be made to Provider without programmatic reports completed by the due date.

E. In the event the Provider fails to comply with any terms or conditions of the Agreement or grant award (see Attachment A) or to provide in any manner the work or services as agreed to herein, the City reserves the right to withhold any payment until the City is satisfied that corrective action has been taken or completed. This option is in addition to and not in lieu of the City's right to termination as provided in other sections of this Agreement.

SECTION 4: Project Management.

A. The City requires the Provider to assign specific individuals as principal project members and to assure that the major work and coordination will remain the responsibility of this individual during the term of the Agreement. Removal of any principal project member without replacement by equally qualified individual or without the prior written approval of the City is grounds for termination of the Agreement by the City. Provider's principal project member is:

Officer Matt Farmer
New Brighton Police Department
785 Old Highway 8 NW
New Brighton, MN 55112

B. The Provider has designated Patricia Isaacson, Accountant II, as the Project Manager for this Agreement, and the individual to whom all communications pertaining to the Agreement shall be released. The Project Manager shall have the authority to transmit instructions, receive information, authorize amendments or changes to the Agreement, and interpret and define the Provider's policies and decisions pertinent to the work covered by this Agreement.

SECTION 5: City Responsibilities.

A. City agrees to provide the Provider with access to any information from City documents, staff, and other sources needed by the Provider to complete the work described herein.

SECTION 6: Work Products, Records, Dissemination of Information.

A. For purposes of this Agreement, the following words and phrases shall have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended.

"Work product" shall mean any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that results from the Provider's services under this Agreement.

"Supporting documentation" shall mean any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other form, belonging to the Provider and pertaining to work performed under this Agreement.

“Business records” shall mean any books, documents, papers, account records and other evidences, whether written, electronic, or in other form, belonging to the Provider and pertaining to work performed under this Agreement.

B. All deliverable work products and supporting documentation that result from the Provider’s services under this Agreement shall be delivered to the City and shall become the property of the City after final payment is made to the Provider with no right, title, or interest in said work products or supporting documentation vesting in the Provider.

C. Unless otherwise required under State or Federal data privacy law, the Provider agrees not to release, transmit, or otherwise disseminate information associated with or generated as a result of the work performed under this Agreement without prior knowledge and written consent of the City.

D. In the event of termination, all documents finished or unfinished, and supporting documentation prepared by the Provider under this Agreement, shall be delivered to the City by the Provider by the termination date and there shall be no further obligation of the City to the Provider except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination.

E. The Provider agrees to maintain all business records in such a manner as will readily conform to the terms of this Agreement to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the City, the Auditor of the State of Minnesota, or other duly authorized representative.

F. The Provider agrees to abide strictly by Chapter 13, Minnesota Statutes (Minnesota Government Data Practice Act) as well as any other applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units which are now or hereafter promulgated insofar as they relate to the Provider’s performance of the provisions of this Agreement.

SECTION 7: Equal Opportunity Employment.

A. The Provider will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, gender, age, sexual orientation, or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, age, sexual orientation, or national origin.

This provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising, layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

SECTION 8: Compliance with Applicable Law.

The Provider agrees to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental

units, which are now or hereafter promulgated insofar as they relate to the Provider's performance of the provisions of this Agreement. It shall be the obligation of the Provider to apply for, pay for, and obtain all permits and/or licenses required.

SECTION 9: Independent Contractor.

A. It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of the Provider to the City is that of an independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find the Provider an employee of the City, and the Provider shall be entitled to none of the rights, privileges, or benefits of City employees.

SECTION 10: Subcontracting.

A. The Provider agrees not to enter into any subcontracts for any of the work contemplated under this Agreement (unless specifically outlined in the grant) without obtaining prior written approval of the City.

SECTION 11: Hold Harmless.

That each party will responsible for their own acts or omissions for their employees, agents and officials. Nothing in this agreement shall constitute a waiver by either party of any statutory or common law defenses, immunities, or limits or exceptions on liability.

SECTION 12: Assignment.

A. The City and the Provider each binds itself and its successors, legal representatives, and assigns of such other party, with respect to all covenants of this Agreement; and neither the City nor the Provider will assign or transfer their interest in this Agreement without the written consent of the other.

SECTION 13: Termination.

A. This Agreement will continue in full force and effect until completion of the Provider's services as described herein unless either party terminates it at an earlier date. Either party to this Agreement may terminate it by giving no less than thirty (30) days written notice of the intent to terminate to the other party.

B. With Cause. The City reserves the right to suspend or terminate this Agreement if the Provider violates any of the terms or conditions of this Agreement or does not fulfill, in a timely and proper manner, its obligations under this Agreement as determined by the City. In the event that the City exercises its right to suspend or terminate under this Section, it shall submit written notice of suspension to the Provider, specifying the reasons therefore, and the date upon which such suspension becomes effective. Within ten days of receipt of such notice, the Provider shall take all actions necessary to cure the default. If the Provider fails to cure the default within the ten-day period, the Agreement is immediately terminated. Upon termination of this Agreement, the Provider shall discontinue further commitments of funds under this Agreement.

C. In the event of termination, the City will pay the Provider for all services actually timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until

the date of termination. The Provider will deliver all work products and supporting documentation developed up to the date of termination prior to the City rendering final payment for services.

SECTION 14: Default by Provider.

A. In the event Provider fails or neglects to comply with any term or condition of this Agreement or to provide the services stated herein, City shall have the right, after written notice, to cease payment hereunder. This remedy shall be in addition to any other remedies, including termination, available to the City in law or equity.

SECTION 15: Amendment or Changes to Agreement.

A. The City or the Provider may request changes that would increase, decrease, or otherwise modify the Scope of Services.

B. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

C. Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term “this Agreement” as used herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

SECTION 16: Notices.

A. Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement shall be delivered by email to the designated project manager if the receipt of the message is confirmed, in person, or deposited in United States Mail. Any notices or other communications shall be addressed as follows:

To Provider:
Patricia Isaacson, Accountant II
City of New Brighton
803 Old Highway 8 NW
New Brighton, MN 55112

To City:
Michele Bunce, Accountant
Saint Paul Police Department
367 Grove Street
Saint Paul, MN 55101

SECTION 17: Waiver.

A. Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement’s provision.

SECTION 18: Survival of Obligations.

A. The respective obligations of the City and the Provider under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration hereof, shall survive termination, cancellation or expiration hereof.

B. If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, shall terminate. If a provision is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

SECTION 19: Interpretation of Agreement, Venue.

A. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Agreement shall be venued in the District Court of the City of Ramsey, Second Judicial District, State of Minnesota.

SECTION 20: Force Majeure.

A. Neither the City nor the Provider shall be held responsible for performance if its performance is prevented by acts or events beyond the party's reasonable control, including, but not limited to: severe weather and storms, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of legislative, judicial, executive, or administrative authorities.

SECTION 21: Entire Agreement.

It is understood and agreed that the entire Agreement supersede all oral agreements and negotiations between the parties relating to the subject matters herein.

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

For the City:

For City of New Brighton:

Approved as to form:

By: _____
Judy Hanson
Assistant City Attorney

Date: _____

By: _____
Robert L. Thomasser
Assistant Chief of Police

Date: _____

By: _____
John McCarthy
Director of Financial Services

Date: _____

By: _____
Devin Massopust
City Manager

Date: _____

By: _____
Melvin Carter
Mayor

Date: _____

By: _____
Kari Niedfeldt-Thomas
Mayor

Date: _____



Minnesota Department of Public Safety (“State”) Office of Traffic Safety 445 Minnesota St. Suite 1620 St. Paul, Minn. 55101-2190	Grant Program: 2021 Speed and Aggressive Driving Enforcement Grant Contract Agreement No.: A-SPEED21-2021-SPPD-004
Grantee: St. Paul Police Department 367 Grove Street St. Paul, Minn. 55101-2416	Grant Contract Agreement Term: Effective Date: Feb. 15, 2021 Expiration Date: Sept. 30, 2021
Grantee’s Authorized Representative: Sr. Commander Jeremy Ellison St. Paul Police Department 367 Grove Street St. Paul, Minn. 55101-2416 Phone: (651) 368-4561 Email: jeremy.ellison@ci.stpaul.mn.us	Grant Contract Agreement Amount: Original Agreement \$ 38,800.00 Matching Requirement \$ 7,400.00
State’s Authorized Representative: Shannon Grabow Office of Traffic Safety 445 Minnesota Street, Suite 1620 St. Paul, Minn. 55101-2190 Phone: (651) 201-7064 Email: shannon.grabow@state.mn.us	Federal Funding: CFDA #20.600 FAIN: 69A37518300004020MN0 State Funding: None Special Conditions: None

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

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subd. 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. 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 2021 Speed and Aggressive Driving Enforcement Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 1620, St. Paul, MN 55101-2190. The Grantee shall also comply with all requirements referenced in the 2021 Speed and Aggressive Driving Enforcement Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), 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-SPEED21-2021-SPPD-004/3-72016

Project No.(indicate N/A if not applicable): 21-04-01

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: _____

Print Name: Robert Thomasser

Title: Assistant Chief of Police

Date: _____

Signed: _____

Print Name: Jaime Tincher

Title: Deputy Mayor

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

	SADG Speed Enforcement March 1 - 31, 2021
Maplewood Police	\$ -
Mounds View Police	\$ 1,850.00
New Brighton Police	\$ 2,590.00
North Saint Paul Police	\$ -
Ramsey County Sheriff	\$ 6,290.00
Roseville Police	\$ 1,110.00
Saint Anthony Police	\$ 3,700.00
Saint Paul Police	\$ 14,430.00
White Bear Lake Police	\$ 7,030.00
	\$ 37,000.00



Agenda Section:	VI
Item:	5
Report Date:	3/16/21
Council Meeting Date:	3/23/21

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION:	Consider an Affordable Housing Agreement with Brighton Pond Apartments LLC
DEPARTMENT HEAD'S APPROVAL:	C65
CITY MANAGER'S APPROVAL:	
No comments to supplement this report	Comments attached <u> </u>

15.99 Deadline: none

- Recommendations:**
- **Approval of the affordable housing agreement with Brighton Pond Apartments LLC.**
 - Ordinance 878 (Tenant Notification) approved on 10/27/20, and was published and effective on 10/30/21
 - December 2020 – owner of Golden Pond Apartments notifies the City that the building will be put up for sale; City educates owner on Ord 878 requirements
- Legislative History:**
- March 2020 – prospective buyer agrees to enter into a contract with the City to preserve the complex as an “affordable housing building” for ten years following building acquisition.

Financial Impact: None

Summary: As allowed by code, the prospective buyer of the Golden Pond Apartments is seeking to enter into a contract with the City to preserve the complex as an “affordable housing building” for ten years following building acquisition scheduled for April 15th. The draft contract was penned by the City Attorney in accordance with code requirements, and this draft will become the template contract the City will use in these situations until such time as the ordinance is updated and requirements change. Upon conclusion of this building sale and analysis of the first building sale to go through the tenant notification process, staff intends to provide proposed improvements where we believe new language will make our code more efficient and effective. This contract is fully compliant with the requirements of code at the present time.

Attachments: 1) *Affordable Housing Agreement with Brighton Pond Apartments LLC*

A handwritten signature in black ink, appearing to read "Ben Gozola", written over a horizontal line.

Ben Gozola, AICP,
Assistant Director of Community Assets and Development

AFFORDABLE HOUSING AGREEMENT

This Affordable Housing Agreement (this “Agreement”) is made and entered into this _____ day of _____, 2021, is by and between the City of New Brighton, a Minnesota municipal corporation (the “City”) and Brighton Pond Apartments, LLC, a Minnesota limited liability company (the “Owner”).

WHEREAS, Chapter 13, Article 5 of the New Brighton City Code requires an owner or representative of an owner of an “affordable housing building” (as defined by this Article of the Code) who intends to make the property available for sale to notify the City; and

WHEREAS, notice of the sale is also required to be provided to all affected tenants of the property; and

WHEREAS, if a buyer in the sale of the property contracts with the City to maintain the property in compliance with the definition of an “affordable housing building” as set forth in the City Code for a period of 10 years, the notice of potential sale requirements do not apply; and

WHEREAS, the Owner is the owner of the property legally described on attached Exhibit A (the “Property”); and

WHEREAS, the Property meets the definition of an “affordable housing building” as defined by Chapter 13, Article 5 of the City Code; and

WHEREAS, when the Owner purchased the Property from the previous owner, it decided that it wished to contract with the City to maintain the Property in compliance with the definition of an “affordable housing building” as set forth in Chapter 13, Article 5 of the City Code instead of having to comply with the tenant notification requirements of this Chapter; and

WHEREAS, it is the intention of the parties that this Agreement will satisfy the Owner’s obligation to maintain the Property in compliance with the definition of an “affordable housing building” as set forth in Chapter 13, Article 5 of the City Code; and

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties contained herein, each of them does hereby represent, covenant, and agree with the other as follows:

ARTICLE I – DEFINITIONS

Section 1.1 Definitions – All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement, as the same may be from time to time modified, amended, or supplemented.

City means the City of New Brighton, Minnesota.

Property means the real property legally described in Exhibit A attached to this Agreement.

Owner means Brighton Pond Apartments, LLC, its successors and assigns.

ARTICLE II - REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

(a) The City is a statutory city and municipal corporation organized and existing under the laws of the State of Minnesota and has the power to enter into this Agreement and carry out its obligations hereunder.

(b) This Agreement is in conformance with the requirements set forth in the Chapter 13, Article 5 of the City Code that allows buyers of affordable housing buildings in the City to enter into a contract with the City to maintain the property in compliance with the definition of an “affordable housing building” in lieu of notifying tenants of the property of the sale of the property.

Section 2.2. Representations and Warranties of the Owner. The Owner makes the following representations and warranties:

(a) The Owner has the power to enter into this Agreement and to perform its obligations hereunder.

(b) Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by, or conflicts with or results in a breach of, the terms, conditions, or provision of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the Owner is now a party or by which it is bound, or constitutes a default under any of the foregoing.

ARTICLE III – COMPLIANCE WITH INCOME REQUIREMENTS

Section 3.1. Compliance with Low and Moderate Income Requirements. The Owner covenants that at least 20% of the residential units in the building on the Property (17 units) will be occupied by individuals whose income is 80% or less of area median income, adjusted for family size (“AMI”), as published from time to time by the US Department of Housing and Urban Development and that the rent for any such unit shall not exceed 30% of 80% of AMI (the “Rent Cap”). The Owner will establish such monitoring procedures with respect to applicants for and occupants of dwelling units in the building on the Property as the City may reasonably require to ensure compliance with this requirement.

On or before January 31st of each year during the term of this Agreement, commencing January 31, 2022, the Owner shall submit to the City a Compliance Certificate covering the calendar year immediately preceding the date of the Compliance Certificate (the “Measurement Year”) certifying that at least 17 of the units in the Building on the Property have rents at or below the Rent Cap. In addition to and concurrently with the delivery of the Compliance Certificate, the Owner shall provide to the City with a copy of the current rent roll for all units in the Building on the Property, showing all current rents. Upon request from the City at any time, the Owner shall make available to the City detailed records of the Property that evidence the conclusions stated in any Compliance Certificate or supporting data form.

Section 3.2. Recordation. This Agreement shall be recorded with the Ramsey County Recorder or Registrar of Titles. The Owner shall pay all costs of recording.

ARTICLE IV - EVENT OF DEFAULT

Section 4.1. Event of Default Defined. The following shall be an “Event of Default” under this Agreement. The term “Event of Default” shall mean: failure of the Owner to observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement.

Section 4.2. Remedies on Default. Whenever an Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take the following actions after the giving of 30 days’ written notice to the Owner, but only if the Event of Default has not been cured within said 30 days:

(a) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Owner under this Agreement.

Section 4.3. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other 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 hereunder.

Section 4.4. Agreement to Pay Attorney’s Fees and Expenses. Whenever an Event of Default occurs and the City shall employ attorneys or incur other expenses for the enforcement or

performance or observance of any obligation or agreement on the part of the Owner herein contained, the Owner agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.5. Indemnification of the City.

(a) Except for any willful misrepresentation or any willful or wanton misconduct of the City, the Owner agrees to protect and defend the City, its officials, employees, agents, and contractors, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Owner (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the operation of the building on the Property; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement

(b) All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City and not of any governing body member, officer, agent, servant, or employee of the City, as the case may be.

ARTICLE V - OWNER'S OPTION TO TERMINATE AGREEMENT

Section 5.1. Owner's Option to Terminate. This Agreement may be terminated by the Owner, if (i) the City fails to comply with any material term of this Agreement, and, after written notice by the Owner of such failure, the City has failed to cure such noncompliance within 60 days of receipt of such notice, or, if such noncompliance cannot reasonably be cured by the City within 60 days, of receipt of such notice, the City has not provided assurances, reasonably satisfactory to the Owner, that such noncompliance will be cured as soon as reasonably possible; (ii) the building on the Property is taken by exercise of eminent domain; (iii) the building on the Property is destroyed or damaged and the Owner decides not to rebuild the building; and (iv) the Owner sells the Property as a whole to any party.

Section 5.2. Effect of Termination. If this Agreement is terminated pursuant to this Article V, this Agreement shall be from such date forward null and void and of no further effect; provided, however, the termination of this Agreement shall not affect the rights of either party to institute any action, claim or demand for damages suffered as a result of breach or default of the terms of this Agreement by the other party, or to recover amounts which had accrued and become due and payable as of the date of such termination. Upon termination of this Agreement pursuant to this Article V, the Owner shall be free to operate the Property without regard to the provisions of this Agreement.

ARTICLE VI - ADDITIONAL PROVISIONS

Section 6.1. Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded

in construing or interpreting any of its provisions.

Section 6.2. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

in the case of the Owner is addressed to or delivered personally to:

Brighton Pond Apartments, LLC
c/o Highland Management Group, Inc.
5290 Villa Way
Edina, MN 55436
Attn: Gerald Greene

in the case of the City is addressed to or delivered personally to the City at:

City of New Brighton
803 Old Highway 8 NW
New Brighton, Minnesota 55112
Attn: City Manager

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 6.3. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 6.4. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

Section 6.5. Expiration. This Agreement shall expire on April 15, 2031, unless earlier terminated or rescinded in accordance with its terms.

Section 6.9. Provisions Surviving Rescission or Expiration. Section 4.5 of this Agreement shall survive any rescission, termination, or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

CITY OF NEW BRIGHTON

By: _____
Kari Niedfeldt-Thomas
Its: Mayor

By: _____
Devin Massopust
Its: City Manager

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Kari Niedfeldt-Thomas and Devin Massopust, the Mayor and the City Manager, respectively, of the City of New Brighton, a Minnesota municipal corporation, on behalf of the City.

Notary Public

BRIGHTON POND APARTMENTS, LLC

Its: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____ of Brighton Pond Apartments, LLC, a Minnesota limited liability company on behalf of the company.

This Agreement was drafted by:

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

EXHIBIT A

Legal Description of the Property

Lot 1, Block 3 of Second Addition to New Brighton, subject to road, vacated street and alley accruing and following Lots 1 through 17 and part of Lot 18 lying Northeasterly of a line run from the Southeast corner to the Northwest corner and Lots 39 through 42, Block 3, County of Ramsey, State of Minnesota.



AGENDA SECTION: Consent
REPORT DATE: March 17, 2021
MEETING DATE: March 23, 2021

REQUEST FOR CITY COUNCIL CONSIDERATION

ITEM DESCRIPTION: Consideration of Resolution Establishing No Parking Zone and Installation of No Parking Signs on 8 th Avenue
DEPARTMENT HEAD'S APPROVAL: Craig Schlichting – Director of Community Assets and Development <i>C65</i>
CITY MANAGER APPROVAL:
No comments to supplement this report <u><i>DM</i></u> Comments attached <u> </u>

Recommendation: Adopt the attached resolution establishing a No Parking Zone and installation of No Parking signs on 8th Avenue NW at various locations (between Old Highway 8 and 10th Street).

Legislative History: NA

Explanation: The existing and proposed design for 8th Avenue NW from Old Highway 8 to 10th Street does not support parking in all locations. Parking restrictions and resolutions are required where the proposed street width is not adequate for parallel parking on both sides of the street (State Aid Rules 8820.9936). A resolution passed by the governing body of the municipality designating the parking restriction shall be submitted at the time the plans are submitted to the District State Aid Engineer.

Plans will be submitted to MnDOT for review in late March, and staff is seeking City Council approval of City Project 20-6, Traffic Signal at Old Highway 8 and 8th Avenue plans and specifications in the business section of the March 23, 2021 City Council Meeting.

Financial Impact:

Signage costs will come from the DCAD operating budget for streets.

Craig Schlichting, P.E.

Director of Community Assets and Development

Attachments:

- Resolution
- No Parking Map Exhibit

**RESOLUTION No. 21-
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON**

**RESOLUTION RESTRICTING PARKING ON MUNICIPAL STATE AID ROUTE 147-124-002, 8th
AVENUE NW BETWEEN OLD HIGHWAY 8 AND 10th STREET NW**

WHEREAS, pursuant to City Council order, Plans and Specifications have been prepared with reference to the construction of Improvement Project 20-6, Traffic Signal at Old Highway 8 and 8th Avenue, and

WHEREAS, the City of New Brighton has planned the improvement of 8th Avenue NW between Old Highway 8 and 10th Street, and

WHEREAS, this improvement does not provide for adequate width for parking on both sides of the street; and approval of the proposed construction as a Municipal State Aid Street project must therefore be conditioned upon certain parking restrictions.

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

1. That parking is hereby banned on the east and west sides of 8th Avenue NW at locations that do not have adequate width to support parking at all times.

ADOPTED this 23rd day of March by the New Brighton City Council with a vote of _____ ayes and _____ nays.

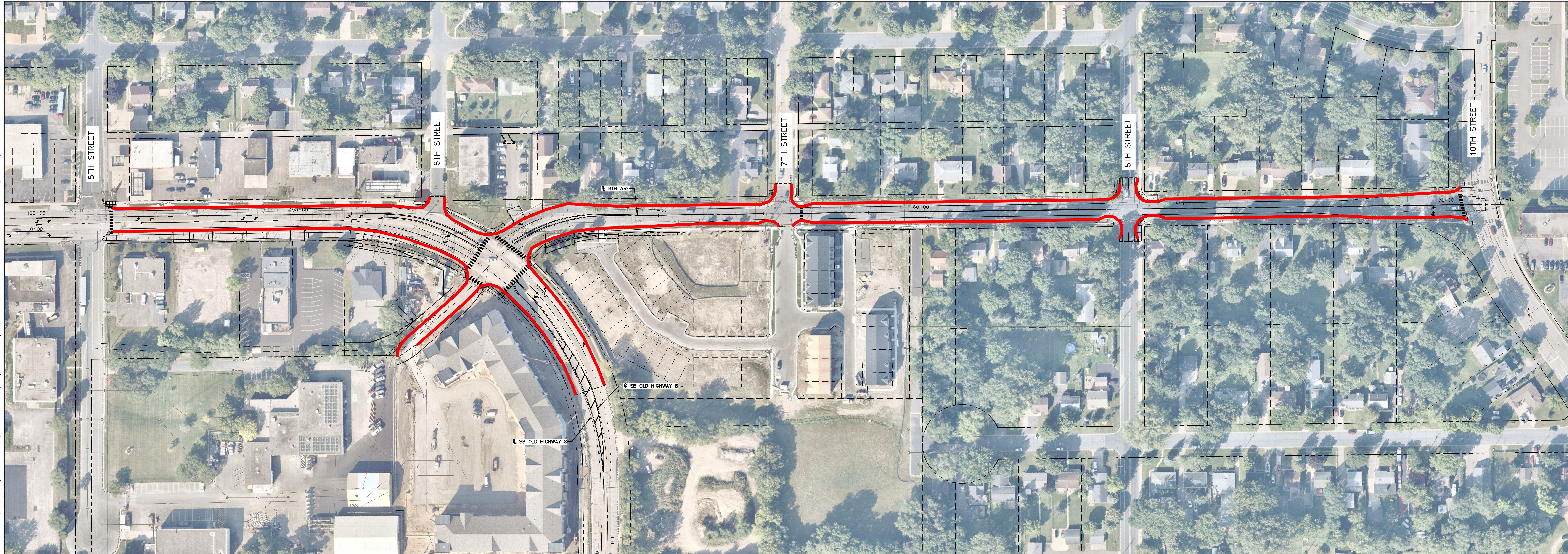
Kari Niedfeldt-Thomas, Mayor

ATTEST:

Devin Massopust City Manager

Terri Spangrud, Deputy City Clerk

K:\TWC_Civil\City\NEW_BRIGHTON\OLD HWY 8 STUDY\CAD\Plan Sheets\Layouts\OLD HIGHWAY 8 - NO PARKING RESOLUTION EXHIBIT.dwg March 11, 2021 - 11:25am





AGENDA SECTION: Consent
REPORT DATE: March 17, 2021
MEETING DATE: March 23, 2021

REQUEST FOR CITY COUNCIL CONSIDERATION

ITEM DESCRIPTION: Consideration of Offer for Temporary Easements for City Project 19-12, at 650,700 and 730 10th Street NW	
DEPARTMENT HEAD'S APPROVAL: Craig Schlichting – Director of Community Assets and Development <i>C65</i>	
CITY MANAGER APPROVAL:	
No comments to supplement this report <u><i>DM</i></u>	Comments attached _____

Recommendation: Authorize the Director of Community Assets and Development to send an offer letter to affected properties based on appraised values.

Legislative History: NA

Explanation: The City is planning on repairing a large sewer line beneath 694, to coincide with planned MCES Interceptor improvements. In combining the projects the City will avoid paying for costly bypass pumps and piping. The majority of project improvements for City Project 19-12, MCES Interceptor and 694 Crossing will be constructed within existing right-of-way. However, the proposed improvements will require acquisition of temporary construction easements. Temporary construction easements and temporary or access agreements are needed from Lakeview Apartments to accommodate the rehabilitation of the sanitary sewer that runs from 10th Street, under 694, and into Long Lake Regional Park.

If the property owner(s) wish to hire their own appraiser, the City would be required to provide \$5,000 towards the appraisal.

Financial Impact:

Offer to cover Easement Costs at \$8,300 will be paid from Sanitary Sewer Fund 702.



Craig Schlichting, P.E.
Director of Community Assets and Development

Attachments:

- Appraisal Report

MARKET VALUE APPRAISAL REPORT
BEFORE AND AFTER VALUES
LAKEVIEW APARTMENTS PROPERTY
650, 700, AND 730 10TH STREET NW
NEW BRIGHTON, MINNESOTA

DATE OF REPORT:
February 2, 2021

PREPARED FOR:
City of New Brighton
Community Assets & Development Department
803 Old Highway 8 NW
New Brighton, MN 55112

PREPARED BY:
Patchin Messner Valuation Counselors
Sunset Pond Executive Offices
13961 West Preserve Boulevard
Burnsville, MN 55337



PATCHIN MESSNER

VALUATION COUNSELORS

February 2, 2021

City of New Brighton
Community Assets & Development Department
803 Old Highway 8 NW
New Brighton, MN 55112

ATTN: Craig Schlichting, P.E.

RE: Market Value Appraisal Report
Before and After Values
Lakeview Apartments Property
650, 700, and 730 10th Street NW
New Brighton, Minnesota

Dear Mr. Schlichting:

At your request, we have appraised the above-referenced property for the purpose of estimating its fee simple market value, both before and after a proposed partial acquisition of the subject. It is our understanding the intended use is to provide valuation guidance to the City of New Brighton in the acquisition of a portion of the subject property for a temporary access easement and a temporary construction easement. In addition, there are six parking stalls that will be temporarily impacted. The duration of the temporary easements will be for a period of approximately nine months, commencing on October 1, 2021 and expiring June 30, 2022. These easements are necessary for the Long Lake Interceptor Rehabilitation Project. The effective date of valuation is December 4, 2020.

The subject of this report is comprised of three parcels of land totaling 86,249 SF (1.98-acres), located at 650, 700, and 730 10th Street NW, in New Brighton, Minnesota. The subject is further identified as Ramsey County tax parcels 20-30-23-43-0008, 20-30-23-43-0012 and 20-30-23-43-0034. The subject site is improved with three, 2½-story, garden-style apartment buildings, which operate as Lakeview Apartments. According to Ramsey County, the building improvements were built in 1964 and contain a total gross building area of ±45,000 SF and 51 units. In addition, the subject property has two detached garages that were built in 1996 and have a combined gross building area of ±3,120 SF. Given that the proposed easements will not directly impact or cause severance damage to the existing buildings, only the value of the land and affected site improvements, if any, are valued in this appraisal.

While only tax parcel 20-30-23-43-0008 is impacted by the acquisition, given that the criteria for the larger parcel rule are met in this case (commonality of ownership, consistent highest and best use and contiguity), all three of the contiguous tax parcels, owned by LVP LLC, C/O Joseph R. Osterbauer, are valued herein.

This appraisal is intended to comply with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. Furthermore, this appraisal is presented following the USPAP Standards Rule 2 – 2(a) guidelines for real property appraisal reporting. As such, this report presents only summary discussions of the data and analyses used in the appraisal process. Additional information and documentation concerning the data and analyses of this appraisal have been retained in our files.

Based on the inspection of the property, and after consideration of the many factors influencing market value, it is the appraisers' opinion that recommended compensation, or damage, for the partial acquisition of a temporary access easement and a temporary construction easement, as of December 4, 2020, is as follows:

Land Value Before the Acquisition	\$1,035,000
Land Value After the Acquisition	<u>\$1,035,000</u>
Indicated Permanent Damages	\$ 0
Plus: Temporary Easements	\$ 3,400
Plus: Temporary Parking Loss	<u>\$ 4,900</u>
Recommended Compensation	\$ 8,300

It should be noted that the above estimate of damages is based on the assumptions as identified on page 6 of this report.

Furthermore, as of this report date, the COVID-19 pandemic has affected the nation and created significant uncertainty for the U.S. economy. As a result, certain segments of the Twin Cities metropolitan real estate market appear to be on hold while this pandemic unfolds on a global economic scale. However, at this point in time, other than a slowing of transaction volume, it is too soon to determine the potential impacts to the Twin Cities real estate market.

Also, this letter of transmittal does not qualify as an appraisal, and the reader is directed to the following report for the data, analyses and conclusions which support this value estimate. The appraisal report is contingent upon the assumptions and limiting conditions submitted within the report. The Contingent and Limiting Conditions section of this report should be thoroughly read and understood before relying on any information or analysis presented herein.

Thank you for allowing our firm to be of assistance in this matter. If you have any questions after reading this report, feel free to contact us at your convenience.

Respectfully submitted,

PATCHIN MESSNER VALUATION COUNSELORS



Craig A. Christianson
Certified General Real Property Appraiser
Minnesota License 40189696



Christine L. Mackaman, MAI, AI-GRS
Certified General Real Property Appraiser
Minnesota License 20517275

CERTIFICATION
(Real Estate)

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation.
7. I have made a personal inspection of the property that is the subject of this report.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. No one provided significant real property appraisal assistance to the persons signing this certification or report.
11. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
12. This appraisal cannot be completely understood without reading the Contingent and Limiting Conditions section of this report, which should be thoroughly read and understood before relying on any information or analysis presented herein.
13. As of the date of this report, Craig A. Christianson has completed the Standards and Ethics Education Requirements for Candidates for Designation of the Appraisal Institute.



Craig A. Christianson



Date

CERTIFICATION
(Real Estate)

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation.
7. I have made a personal inspection of the property that is the subject of this report.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. No one provided significant real property appraisal assistance to the persons signing this certification or report.
11. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
12. This appraisal cannot be completely understood without reading the Contingent and Limiting Conditions section of this report, which should be thoroughly read and understood before relying on any information or analysis presented herein.
13. As of the date of this report, Christine L. Mackaman has completed the continuing education program requirements for Designated Members of the Appraisal Institute.



Christine L. Mackaman, MAI, AI-GRS



Date

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Fee Owner:	LVP LLC, c/o Joseph F. Osterbauer
Location:	650, 700, and 730 10 th Street NW New Brighton, Minnesota
Date of Valuation:	December 4, 2020
Date of Inspection:	December 4, 2020
Property Appraised:	Real Property
Rights & Interests Appraised:	Fee Simple Market Value
Zoning:	R-3A, High Density Residential
Guiding:	HDR, High Density Residential (12-50 units per acre)
Property Description:	<p>The subject of this report is comprised of three parcels of land totaling 86,249 SF (1.98-acres). The subject site is irregular in shape and the majority of the site is generally level and open. The subject site is positioned above street grade with Interstate 694 to the north and below street grade with 10th Street NW to the south; the site's terrain along 10th Street NW slopes gently downward from south to north. Access to the property is provided by three curb cuts from 10th Street NW.</p> <p>According to Ramsey County, the subject is improved with three, 2½-story, garden-style apartment buildings that were built in 1964 and contain a total GBA of ±45,000 SF and 51 units. In addition, the subject property has two detached garages that were built in 1996 and have a combined GBA of ±3,120 SF. Site improvements include asphalt parking lot, concrete aprons, curbing, and sidewalks, signage, landscaping, trees, trash enclosures, parking blocks, bollards, and park-style grills.</p>
Highest and Best Use, As Vacant:	
Before Acquisition	High Density Residential (12-50 units per acre)
After Acquisition	High Density Residential (12-50 units per acre)
Highest and Best Use, As Improved:	
Before Acquisition	Continued use as improved
After Acquisition	Continued use as improved

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

(CONTINUED)

Site Area:

Before Acquisition 86,249 SF, or 1.98 Acres

After Acquisition 86,249 SF, or 1.98 Acres

Acquisition Areas:

Temporary Access
Easement: 3,225 SF

Temporary Construction
Easement: 522 SF

Description of Acquisition: As part of the Long Lake Interceptor Rehabilitation Project, a partial acquisition of the subject property is proposed for a temporary access easement and a temporary construction easement. The proposed temporary access easement totals 3,225 SF and is necessary to provide the contractor a route from 10th Street NW to the work area. In addition, 522 SF of land will be encumbered by a proposed temporary construction easement. The temporary construction easement is necessary for material and equipment storage. Furthermore, the temporary construction easement will result in the temporary loss of six (6) parking stalls. The duration of the temporary easements will be for a period of approximately nine (9) months, commencing on October 1, 2021 and expiring June 30, 2022. As previously discussed, only tax parcel 20-30-23-43-0008 (650 10th Street NW) is impacted by the acquisition.

Value Conclusions:

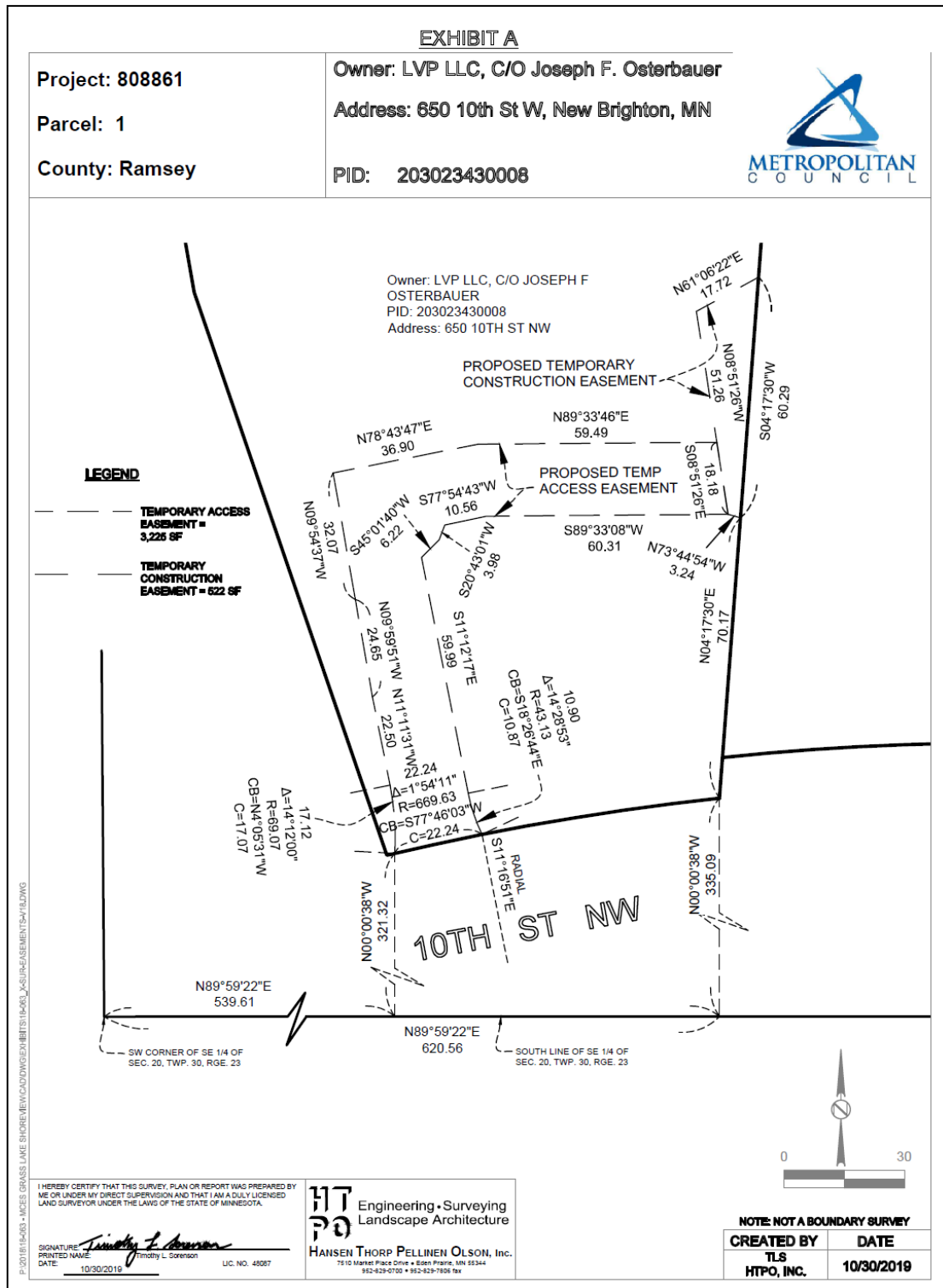
Land Value Before the Acquisition	\$1,035,000
Land Value After the Acquisition	<u>\$1,035,000</u>
Indicated Permanent Damages	\$ 0
Plus: Temporary Easements	\$ 3,400
Plus: Temporary Parking Loss	<u>\$ 4,900</u>
Recommended Compensation	\$ 8,300

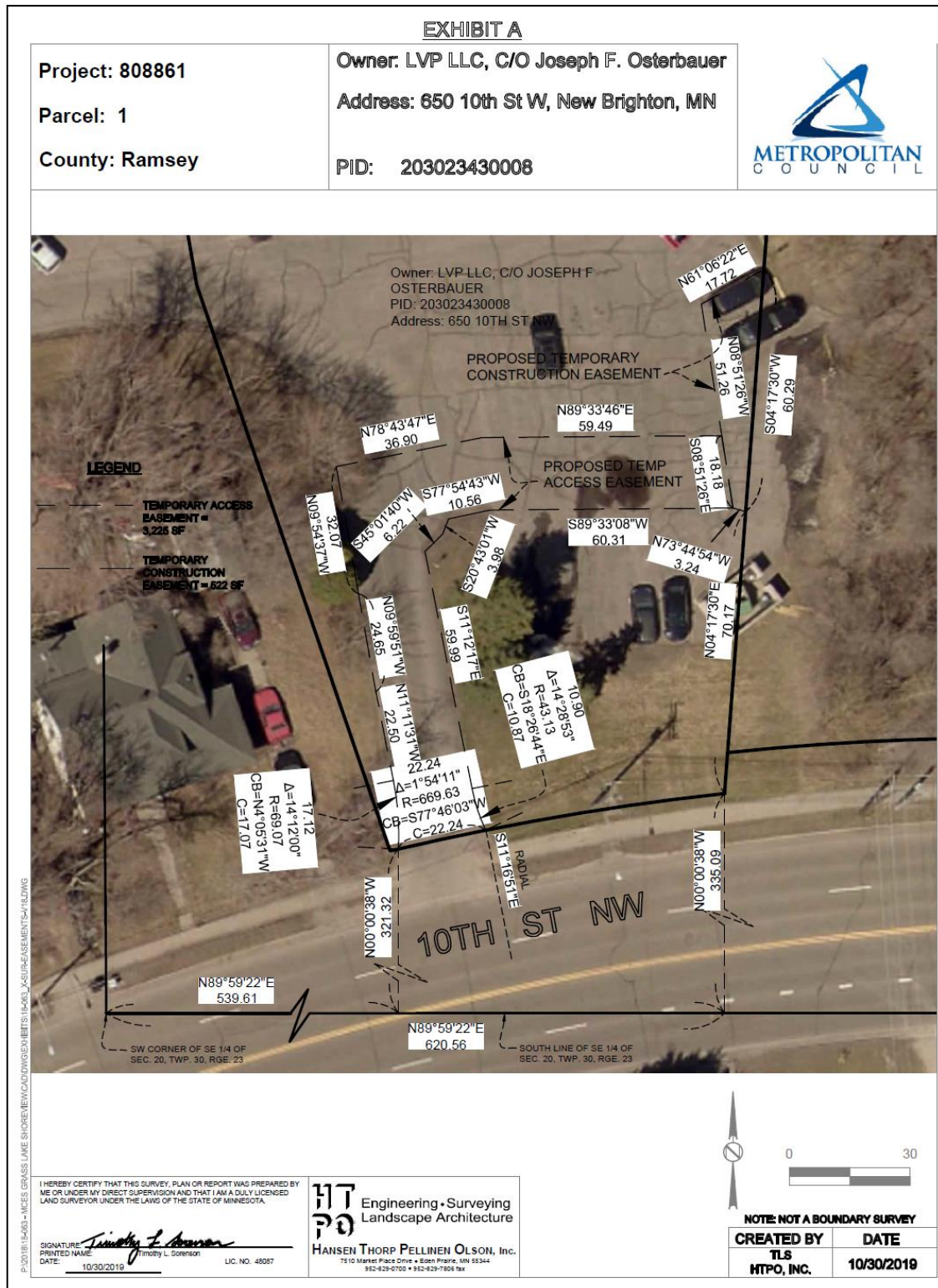
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**PARCEL SKETCH**



PARCEL SKETCH WITH AERIAL OVERLAY

PHOTOGRAPHS OF SUBJECT

(Taken December 4, 2020)



Looking Northeast at Subject from 10th Street NW



Looking North at Subject from 10th Street NW

PHOTOGRAPHS OF SUBJECT

(Taken December 4, 2020)



Looking Northwest at Subject from Acquisition Area



Looking West at Subject Drive Aisle

PHOTOGRAPHS OF SUBJECT

(Taken December 4, 2020)



Looking South at Two Western Curb Cuts to 10th Street NW and Detached Garages



Looking Northeast at Two Western Curb Cuts to 10th Street NW

PHOTOGRAPHS OF SUBJECT

(Taken December 4, 2020)



Looking Southwest at Eastern Curb Cut to 10th Street NW and Temporary Access Easement



Looking Northeast at Eastern Curb Cut to 10th Street NW and Temporary Access Easement

PHOTOGRAPHS OF SUBJECT

(Taken December 4, 2020)



Looking Northwest at Proposed Temporary Access Easement Area



Looking North at Proposed Temporary Easement Area

PHOTOGRAPHS OF SUBJECT

(Taken December 4, 2020)



Additional View Looking North at Proposed Temporary Easement Area



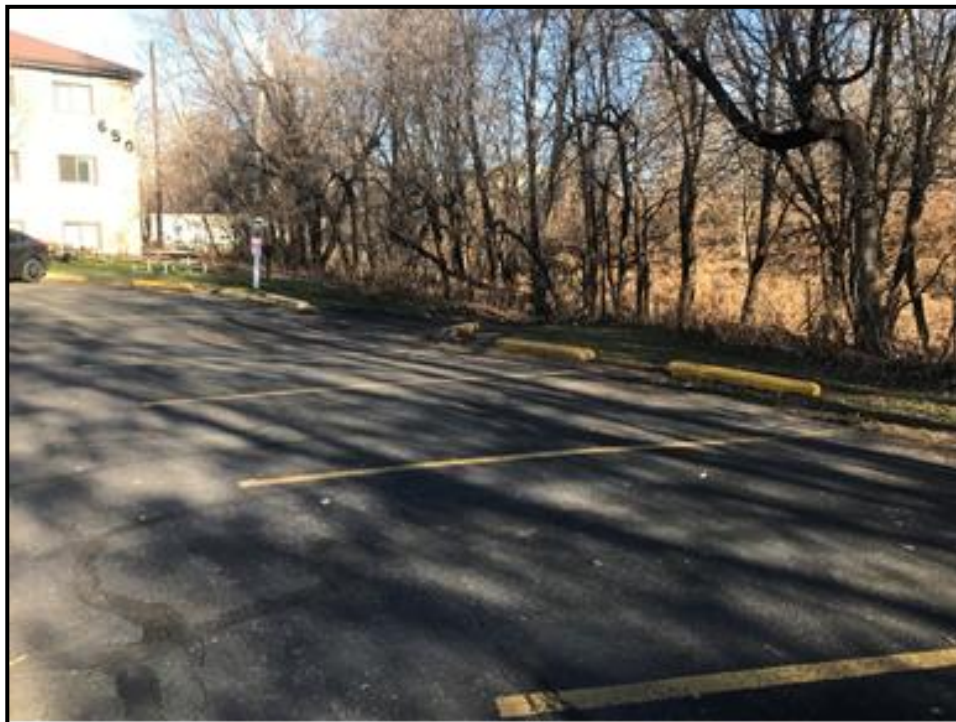
Looking Northeast at Proposed Temporary Easement Area

PHOTOGRAPHS OF SUBJECT

(Taken December 4, 2020)



Looking South at Proposed Temporary Easement Area



Looking Northeast at Proposed Temporary Easement Area

PHOTOGRAPHS OF SUBJECT

(Taken December 4, 2020)



Looking Northeast at Park Style Grill Encroaching on Adjacent Parcel



Looking East at Storm Water Collector Encroaching on Adjacent Parcel

PHOTOGRAPHS OF SUBJECT

(Taken December 4, 2020)



Looking Northeast at Parking Area Near Proposed Temporary Easement Area



Looking East at Proposed Temporary Access Easement

PHOTOGRAPHS OF SUBJECT

(Taken December 4, 2020)



Looking West at Detached Garage Improvements



Looking Southeast at Detached Garage Improvements

PHOTOGRAPHS OF SUBJECT

(Taken December 4, 2020)

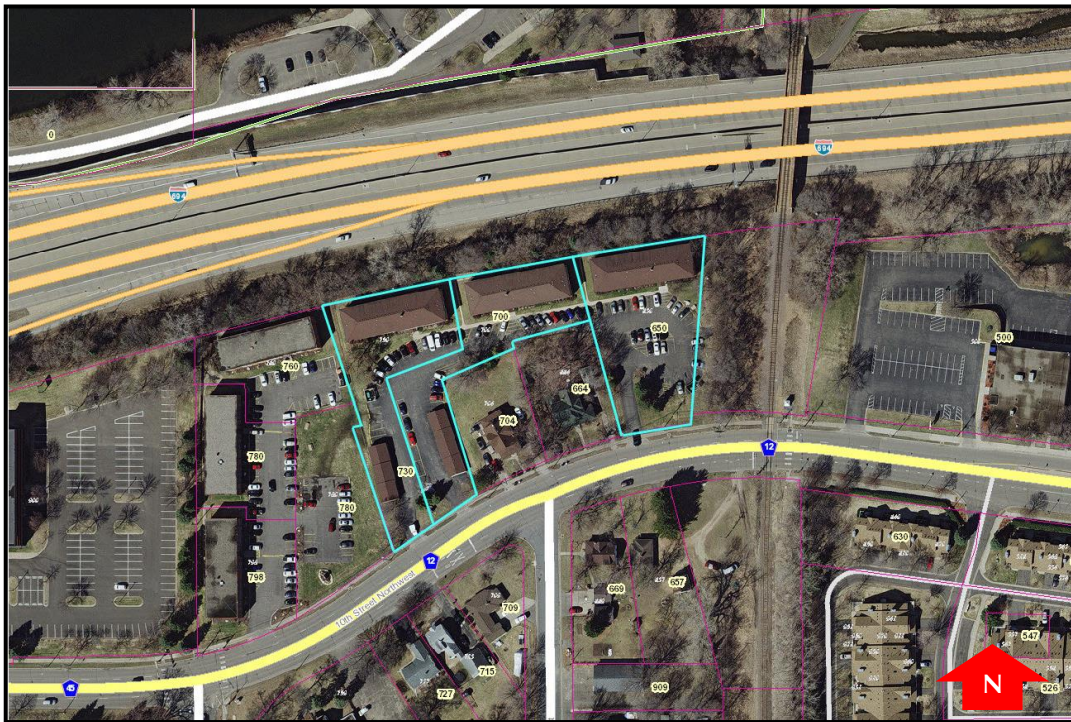


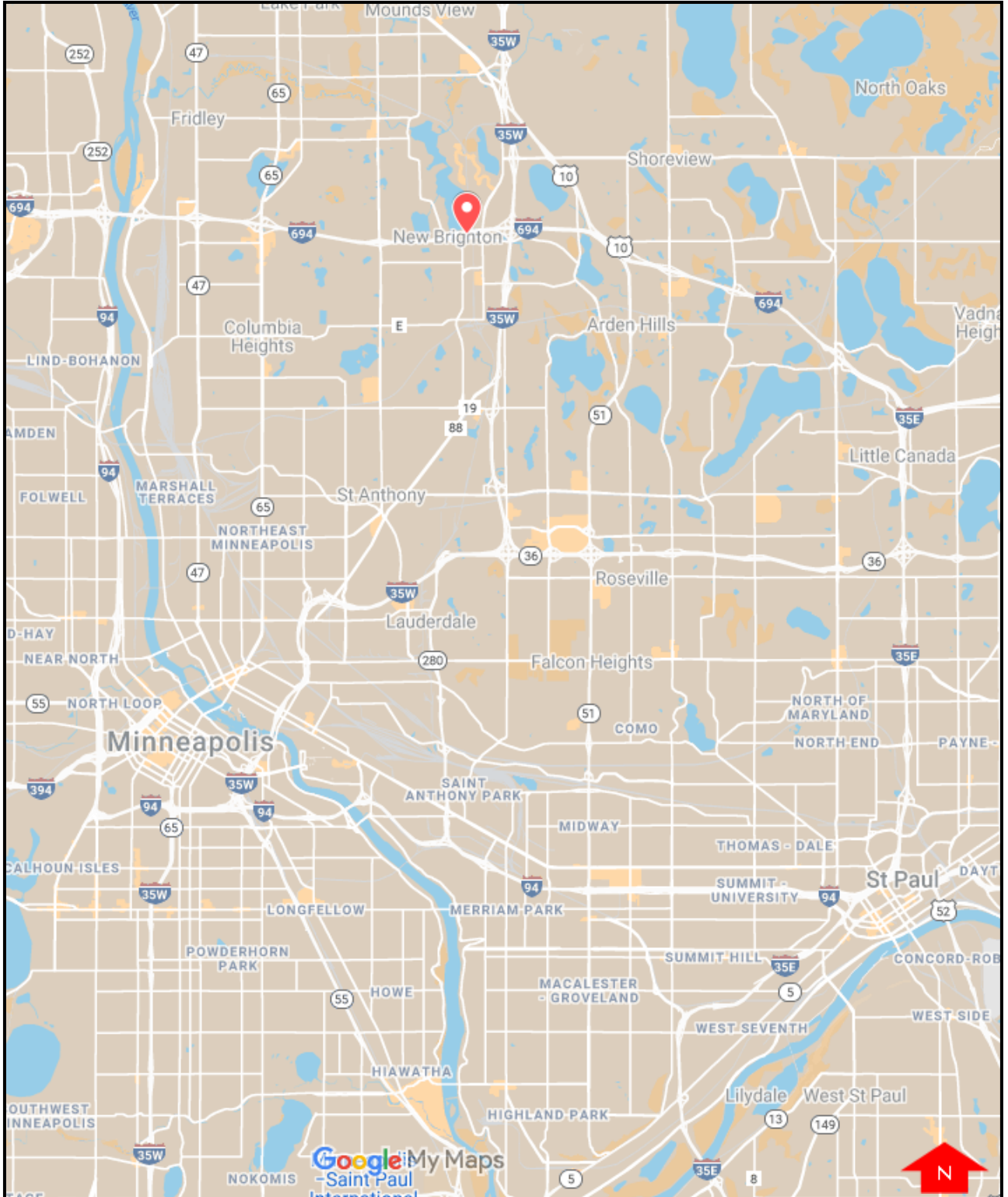
View of 10th Street NW Looking East



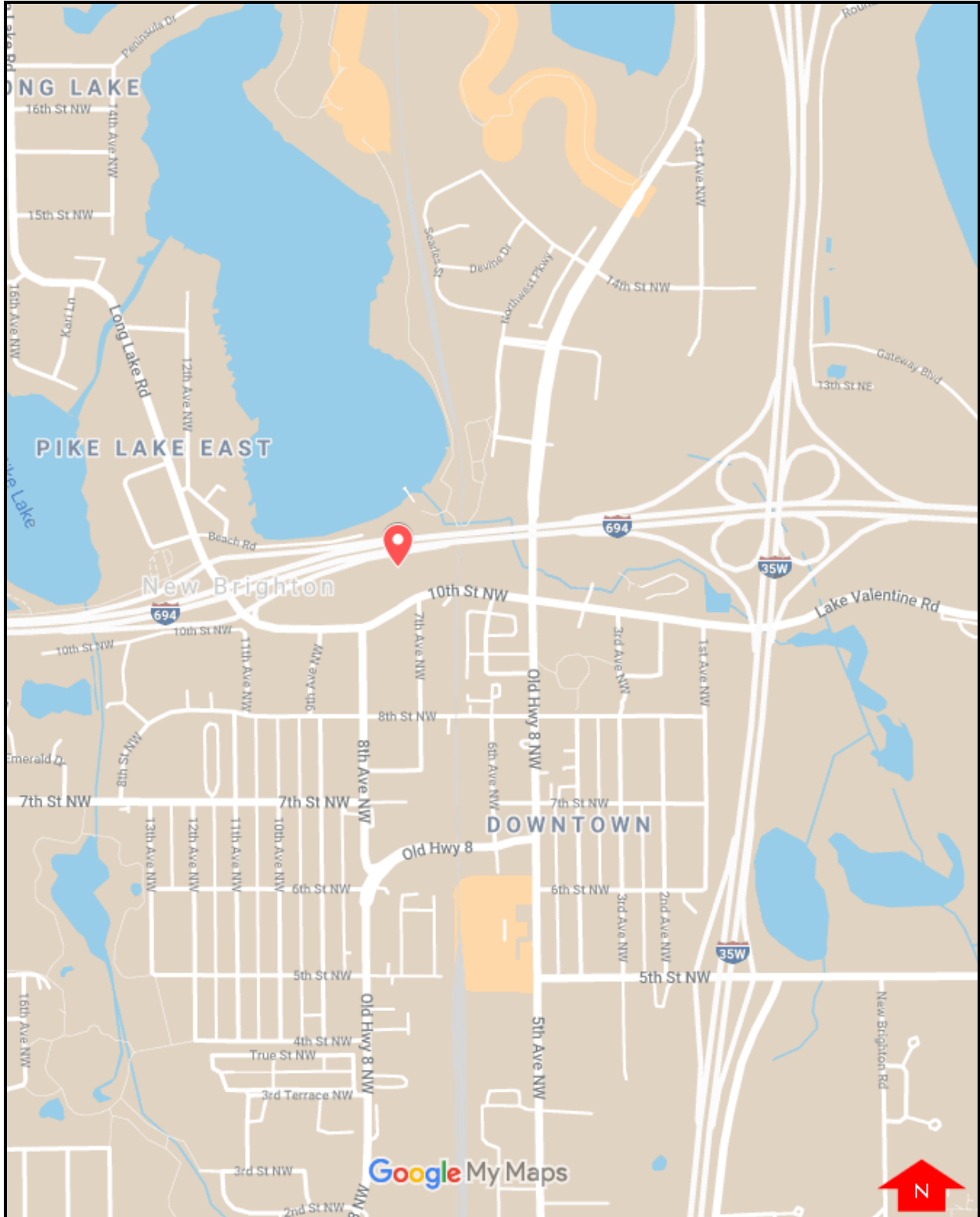
View of 10th Street NW Looking West

AERIAL VIEWS OF SUBJECT





SUBJECT LOCATION MAP - REGIONAL



SUBJECT LOCATION MAP - LOCAL

PROPERTY APPRAISED

The subject of this report is comprised of three parcels of land totaling 86,249 SF (1.98-acres), located at 650, 700, and 730 10th Street NW, in New Brighton, Minnesota. The subject is further identified as Ramsey County tax parcels 20-30-23-43-0008, 20-30-23-43-0012 and 20-30-23-43-0034. The subject site is improved with three, 2½-story, garden-style apartment buildings, which operate as Lakeview Apartments. According to Ramsey County, the building improvements were built in 1964 and the total gross building area is ±45,000 SF, and 51 units. Additionally, the subject property has two detached garages that were built in 1996 and have a combined gross building area of ±3,120 SF. Given that the proposed easements will not directly impact or cause severance damage to the existing buildings, only the value of the land and affected site improvements, if any, are valued in this appraisal.

Site improvements include asphalt parking lot, concrete aprons, curbing, and sidewalks, signage, landscaping, trees, trash enclosures, parking blocks, bollards, and park-style grills. It is noted that some of the subject site improvements along the property's eastern boundary, such as bituminous paving, parking blocks, trash enclosure, and park-style grill encroach on to the adjacent parcel to the east. In addition, it appears that the subject's parking lot encroaches onto the properties located at 664 and 704 10th Street NW.

While only tax parcel 20-30-23-43-0008 (650 10th Street NW) is impacted by the acquisition, given that the criteria for the larger parcel rule are met in this case (commonality of ownership, consistent highest and best use, and contiguity), all three of the contiguous tax parcels owned by LVP LLC, c/o Joseph F. Osterbauer are appraised together herein.

DATE OF APPRAISAL

The effective date of valuation is December 4, 2020.

INSPECTION OF THE PROPERTY

Craig A. Christianson conducted an exterior inspection of the subject property on December 4, 2020. Subsequently, Christine L. Mackaman conducted an exterior inspection of the subject property on December 13, 2020. It is noted that Mr. Christianson and Ms. Mackaman previously performed an exterior inspection of the property on November 25, 2019, as part of the same project. Ms. Mackaman also met with property manager, Anne Fjellman, on December 3, 2019.

PROPERTY OWNERSHIP

The subject property is owned by LVP LLC, c/o Joseph F. Osterbauer.

SALES HISTORY

The Uniform Standards of Professional Appraisal Practice (USPAP) requires that all sales of the subject property during the previous three years be reported and analyzed. According to public records, there have been no sales of the subject property within three years of the valuation date. To the appraisers' knowledge, the subject is not currently listed for sale, and no sales contract is currently pending.

CLIENT AND INTENDED USER

The client of this appraisal assignment is the City of New Brighton. The intended users of this appraisal report are the City of New Brighton and its representatives in conjunction with the Long Lake Interceptor Rehabilitation Project.

INTENDED USE

The intended use of this appraisal is to provide valuation guidance in the proposed acquisition of a portion of the subject property for a temporary access easement and a temporary construction easement in conjunction with the Long Lake Interceptor Rehabilitation Project. The purpose of this appraisal is to estimate the market value of the fee simple interest of the subject property, both before and after the proposed partial acquisition.

COMPETENCY OF APPRAISERS

Christine L. Mackaman, MAI, AI-GRS, and Craig A. Christianson have the knowledge and experience to complete this appraisal assignment competently and in compliance with USPAP. Refer to the Appraisers' Qualifications in the Addenda of this report for further details.

PROPERTY RIGHTS APPRAISED

The subject property will be appraised by estimating the market value of the fee simple interest of the real estate, subject to existing easements. For use in this appraisal, the fee simple interest in the real estate is subject to the following definition obtained on Page 90 of *The Dictionary of Real Estate Appraisal*, Sixth Edition, Appraisal Institute.

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

MARKET VALUE DEFINED

Market value as utilized in this appraisal report conforms to the following definition obtained from Page 142 of *The Dictionary of Real Estate Appraisal*, Sixth Edition.

MARKET VALUE DEFINED

The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- *Buyer and seller are typically motivated;*
- *Both parties are well informed or well advised, and acting in what they consider their best interests;*
- *A reasonable time is allowed for exposure in the open market;*
- *Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- *The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*

Unless otherwise noted in the appraisal report, market value shall represent cash equivalent terms where the seller receives all cash for their interest. The property may be financed at typical market terms under this definition.

The above definition describes market value as an exchange concept. According to *The Dictionary of Real Estate Appraisal*, Sixth Edition, at Page 245, value in exchange is defined as “a type of value that reflects the amount that can be obtained for an asset if exchanged between parties.”

SCOPE OF WORK

This appraisal report is intended to comply with the Uniform Standards of Professional Appraisal Practice (USPAP). The data and analyses contained in this report and the appraiser's files provide the basis for the value conclusions.

Summary of Appraisal Methodology

The function or intended use of this appraisal is to provide valuation guidance for the possible acquisition of a portion of the subject property for a temporary access easement

SCOPE OF WORK

Summary of Appraisal Methodology

and a temporary construction easement. In completing this assignment, we followed the general procedures outlined below:

1. Craig A. Christianson conducted an exterior inspection of the subject property on December 4, 2020. Subsequently, Christine L. Mackaman conducted an exterior inspection of the subject property on December 13, 2020. It is noted that Mr. Christianson and Ms. Mackaman previously performed an exterior inspection of the property on November 25, 2019, as part of the same project. Ms. Mackaman also spoke with property manager, Anne Fjellman, prior to the November 2019 inspection; the property owners and/or its representatives were afforded the opportunity to meet with the appraisers; however, the property owners and/or its representatives chose not to meet with us on the exterior inspection of the property.
2. An analysis and description of the market forces in the Twin Cities metropolitan area, region as a whole, Ramsey County, and a description of the City of New Brighton are retained in the appraisers' work file. A description of the neighborhood is based on a physical inspection of the area.
3. The property analysis is based on the above-referenced physical inspections of the property, along with information from city and county public records. Information regarding the extent of the acquisition, including a parcel sketch/right-of-way exhibit, was provided by the client.
4. The highest and best use of the subject property, both in the before and after conditions, is analyzed using the data compiled in the afore-mentioned steps, as well as the results of the valuation approach discussed in the following paragraph.
5. The appraisal task is to identify the market influence of acquiring a temporary access easement and a temporary construction easement across a portion of the subject property.

Specifically, the problem includes ascertaining the diminution in value, if any, directly related to the proposed partial acquisition. The accepted method of analysis is a comparison of the property under two scenarios. The first scenario values the property in its as is condition as of the date of appraisal. The second scenario values the property, assuming a hypothetical condition that the acquisition has occurred. This is a logical approach to the problem and most closely represents actual market events.

SCOPE OF WORK

Summary of Appraisal Methodology

6. Pertinent market data was collected and analyzed in order to develop the valuation approach. Much of this market data was obtained through a search of the REDI Comps database, the Northstar MLS database, eCRV records, and the Ramsey County Assessors' Office. Also, our research includes discussions with city officials, real estate brokers, and investors involved in sales transactions, etc.
7. Application of the appropriate approaches to value the property, both before and after the project. The final estimates of market value for the before and after conditions are reconciled after analyzing the results of the appropriate valuation approaches to value the subject. The after value is then deducted from the before value to estimate the recommended compensation, or damage, due to the owner of the subject property for the acquisition.
8. The appraisers were not provided with title work for the subject. It is also noted that hypothetical conditions or extraordinary assumptions, if any, relied upon in this analysis may affect the assignment results.

ASSUMPTIONS

Given that this appraisal has been prepared in advance of the proposed project, the following assumptions have been made related to planned construction activity:

1. There will be no interruption of access to the property as a result of the project, unless otherwise stated herein.
2. There will be no structural damage to the buildings as a result of the project.
3. Any damaged site improvements, including driveways and lawn areas, that lie within the temporary easement areas will be repaired or replaced by the City of New Brighton to a state generally similar to that which existed before the project. The temporary easements will last for a period of nine months, between October 1, 2021 and June 30, 2022. In addition, it is noted that some of the subject site improvements along the property's eastern boundary, such as bituminous paving, parking blocks, trash enclosure, and park-style grill encroach on to the adjacent parcel to the east; it is assumed that these site improvements will be worked around, repaired, or replaced, if damaged or removed, by the City of New

ASSUMPTIONS

Brighton and/or its contractors to a state generally similar to that which existed before the project.

4. The City of New Brighton and/or its contractors will work with the property owner to maintain reasonable access to the property throughout the project and minimize the impact of temporary interruptions, if any.

ENVIRONMENTAL CONSIDERATIONS

Based upon inspection of the subject property, it is assumed that no environmental concerns such as PCBs, toxic and hazardous soil or ground water contamination exist upon the subject as of the date of this appraisal report. However, the reader is advised that neither appraiser is qualified to perform inspections concerning the existence or absence of environmental concerns. If any environmental contaminants do exist within the subject property, the assignment results would likely be different.

REGIONAL AND CITY DATA

Location

The subject property is located in the city of New Brighton, Ramsey County, Minnesota. Ramsey County is part of the Minneapolis/St. Paul Metropolitan Area. The Minneapolis/St. Paul metropolitan area is situated in the north central portion of the United States, approximately 275 miles south of the U.S./Canadian Border and 400 miles northwest of Chicago, Illinois.

Commonly referred to as the "Twin Cities," the Minneapolis/St. Paul metropolitan area is located in the southeastern region of the State of Minnesota at the confluence of the Mississippi and Minnesota Rivers. The Minneapolis/Saint Paul metropolitan area is situated at the crossroads of Interstate 94 (east/west) and Interstate 35 (north/south) and is served by a major international airport. According to the U.S. Census Bureau, the Minneapolis-St. Paul-Bloomington, MN-WI Metropolitan Statistical Area (MSA) includes sixteen counties: Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Le Sueur, Mille

REGIONAL AND CITY DATA

Location

Lacs, Ramsey, Scott, Sherburne, Sibley, Washington and Wright Counties in Minnesota, and Pierce and St. Croix Counties in Wisconsin. The Twin Cities serves as a regional economic center for the upper Midwest.

Industry and Economic Climates

Minnesota is home to 17 companies listed on the 2019 Fortune 500 list, as well as privately held firms listed on the Forbes 500 list. Large insurance companies based in the Twin Cities include UnitedHealth Group, Thrivent Financial, Minnesota Mutual and the St. Paul Travelers Companies. The Twin Cities is home to the corporate headquarters of US Bank and the regional headquarters of Wells Fargo, two of the largest commercial bank holding companies. One of the largest thrift institutions, TCF Bank, is also based in the Twin Cities. In addition, the U.S. Government's Ninth Federal Reserve Bank is located in Minneapolis.

Enhanced by the vast and rich agricultural region surrounding the Twin Cities, long-term analysis of economic and demographic data reveals a trend of general growth and stability of the area's well-diversified economy. However, despite the region's virtues, it was not isolated from the national and global economic events that occurred in 2008 and 2009, which sent the nation into a deep recession. Furthermore, while the national and regional economies experienced significant improvements since 2013, due to the COVID-19 pandemic, high unemployment rates and various events which occurred in the first half of 2020 created economic and business uncertainties that have permeated all aspects of the real estate market.

As part of the valuation process, an analysis of the market affecting the subject property is conducted. This analysis helps lead to conclusions concerning the marketability and/or income potential of the subject property. In this context, a review of the general metropolitan area market is presented. The information in this market analysis is primarily obtained from Cushman & Wakefield's July 2020 "Compass" report for Minneapolis/St. Paul, as well as the Metropolitan Council and other commercial brokerage publications.

REGIONAL AND CITY DATA

Industry and Economic Climates

Land

- Demand for industrial sites continued to remain active in the first half of 2020. The strong demand is partly because suburban cities have become more amenable to new projects like bulk distribution centers as communities realize the likelihood of attracting office development is low.
- Industrial users are seeking larger sites that feature convenient access to transportation corridors to accommodate the rapidly increasing space requirements of e-commerce and fulfillment business.
- Companies are opting for built-to-suit projects, through owner-occupied or single-tenant arrangements, as municipalities place greater emphasis on accommodating job creators given the recent increase in unemployment rates.
- New infrastructure projects, including sewer and water extensions and new freeway interchanges have driven up land prices in certain new industrial zoned/guided areas.
- Multi-family residential construction saw a shift from urban submarkets to underserved suburban areas where cities are increasingly allowing the repurposing and re-guiding of land. Luxury market-rate apartments are starting to be developed in affluent suburbs, where rents have exceeded expectations. Still, demand is strong for sites that are within walking distance of popular amenities such as grocery stores or proximate to transit routes.
- Single-family residential demand remained strong in the beginning of 2020. Developers have shifted to smaller and affordable housing types. These housing types are suited for retiring baby boomers and first-time homebuyers, which include young “millennial” families. Builders have responded by building as many compact homes as possible, increasing density, and seeking to profit on volume. Additionally, there has been an increase in single-family developments specifically for renters.
- Homebuilders continue to seek sites located in suburban cities that have well-regarded public schools. Subdivisions are evolving to include a mix of housing types, price ranges and lot widths. Developers are also focusing on constructing townhome products that cater to first-time homebuyers.
- Agricultural land prices were relatively stable during the second half of 2019 even with poor weather and the trade dispute with China ongoing.

REGIONAL AND CITY DATA

Industry and Economic Climates

Land (continued)

- Although domestic and international economic factors continued to challenge farmers through the first half of 2020, major pricing adjustments have not occurred among agricultural land.
- Retail demand is primarily coming from individual users that are immune from online shopping. Starbucks, Dunkin' and Chick-fil-A were acquiring sites in the second half of 2019. The effect of Amazon.com continues to be felt by larger retailers.
- Retail land-buying decisions are not simply based on "new rooftops", but micro-demographic data of surrounding areas.
- Demand for office, retail and hospitality land have slowed down due to the pandemic raising fundamental questions that are still to be answered.
- The outlook for the second half of 2020 is uncertain due to COVID-19 and the November election, but continues to look well for residential and industrial sectors. However, increased deal activity is expected to follow as more questions are answered.

Retail

- The retail market has begun to experience permanent closures and bankruptcies due to the onset of COVID-19 in March 2020 and property damage following George Floyd's death. These closures have created space-specific opportunities for established users such as grocery operators, liquor stores, and food retailers who have successfully incorporated drive-through and carry-out options.
- In the first half of 2020, the Twin Cities market absorption was virtually flat at negative 1,619 SF. This is a significant decrease from the second half of 2019, when the Twin Cities market experienced positive absorption of 428,626 SF, with a total absorption of 450,783 SF for 2019.
- The Twin Cities retail vacancy rate at mid-year 2020 was 9.5%. Many of the challenges the Twin Cities market faces are shared across the nation.
- Although not reflected in the statistics of "The Compass" report, the state reported a total of more than \$500 million in property damage to more than 1,500 businesses.
- Fast-casual restaurants are in expansion mode. These include Crisp & Green, Chick-fil-A, Chipotle, Starbucks, Dunkin'/Baskin-Robbins, and Caribou Coffee.

REGIONAL AND CITY DATA

Industry and Economic Climates

Retail (continued)

- Restaurant users in the Minneapolis and St. Paul Central Business Districts are struggling to remain in business due to the low volume of office tenants and large events.
- Service retail categories such as nail/hair salons, cell phone retailers, banks, financial services firms, and day care centers have been more protected from the e-commerce emergence.
- Fitness center operators with larger physical footprints that can accommodate social distancing are expected to withstand the current market downturn.
- Mall owners are also beginning to develop or split off underutilized parking areas. Some examples of these types of development include iFLY, Zupas, and Xfinity at the Ridgedale Center in Minnetonka, Portillo's and Baldamar Steakhouse at Rosedale Center in Roseville, and Shake Shack and Restoration Hardware at Southdale in Edina.
- No approved, large-scale projects are in the pipeline.
- For grocers, activity is slowing. The market is becoming saturated and good sites have become more difficult to find and expensive. Active grocers include Hy-Vee, Aldi, Lunds & Byerly's, Kowalski's, Costco, Trader Joe's, and Fresh Thyme Farmers Market.
- The Twin Cities market has felt and will continue to feel the impact of numerous national retailers closing. JCPenney announced three closures of three Twin Cities locations, while Macy's remains a potential second half of 2020 closure.
- Scheels opened a new 240,000 SF store in Eden Prairie Center in July 2020.
- Due to COVID-19, policy changes specific to public safety will determine the future for retail development, while developers pursue sites while being selective on size.

Office

- Approximately 202,384 SF of absorption took place in the second half of 2019. Furthermore, office leasing activity remained steady through the first quarter of 2020, and first-half direct absorption finished a positive

REGIONAL AND CITY DATA

Industry and Economic Climates

Office (continued)

378,000 SF as leases signed in previous quarters commenced. However, unless existing lease terms required action, tenants have paused on long-term real estate decisions and continue careful evaluation of individual employee preferences, job functions, and overall productivity and personal connection in the work-from-home environment.

- The overall vacancy rate for the Twin Cities office sector remained steady from 17.0% in the second half of 2019 to 17.2% in the first half of 2020.
- Landlords have been investing in their properties by renovating, repositioning, and/or improving the amenities offered. Tenants have been choosing buildings that have “character” and/or are highly amenitized. Other tenants are considering a broader geography and different property types including single-story flex buildings or renovated warehouse space.
- The Twin Cities medical office market reports a 10.6% vacancy rate, positive absorption of 70,598 SF in the last year, and landlords are pushing rates modestly across the market.
- The medical office market has accelerated its shift to telehealth in response to the public health crisis of COVID-19, while putting new construction off-campus on pause.
- Projects in the preliminary phase include Ryan Companies’ 40,000 SF medical office building in Maple Grove and 100Health, a 120,000 SF multi-tenant development in Bloomington.
- The outlook remains uncertain for the medical office market and tenants will require more flexibility in lease terms as the business impact of the pandemic and long-term space needs become clearer.

Industrial

- There was a modest slowdown in leasing and construction for the Twin Cities industrial market with 1,524,411 SF of positive absorption in the second half of 2019 and 885,000 SF of positive absorption in the first half of 2020.
- Following similar trends from last year, bulk warehouse and office warehouse product in the Northeast and Northwest submarkets continued to drive positive absorption totals. Conversely, the Southwest and

REGIONAL AND CITY DATA

Industry and Economic Climates

Industrial (continued)

Southeast submarkets remain constrained by the lack of newer 32' clear bulk and office warehouse product that large users driving demand require.

- The overall direct vacancy rate fell from 7.5% at the second half of 2019 to 7.0% at the first half of 2020.
- The lowest 2019 vacancy rates were found in the Southeast and Southwest submarkets, which reported vacancy rates of 6.8% and 4.5% respectively.
- The highest rate was in the Northeast submarket, which reported a vacancy rate of 8.3%.
- New deliveries totaled just over 640,000 SF and were concentrated in the Northwest, led by a pair of speculative bulk warehouse projects by Scannell Properties and Opus.
- Investors have remained active in the first half of 2020 as \$1.1 billion in transactions occurred. Two record sales headlined this total. Link purchased the CSM industrial and office/flex portfolio consisting of 7.0 MSF across 59 properties in the Twin Cities and Colorado for a reported price of \$650 million. The second sale consisted of the 855,000 SF distribution center in Shakopee which sold for \$139 per square foot and was the first sub 5% cap rate on an industrial asset in the market.
- Rental rates continue to increase, moving and material costs are trending upward, and tenants are becoming more deliberate in their long-term facility planning.
- The low unemployment rate in the Twin Cities market, prior to the COVID-19 pandemic, caused some problems for companies that are looking to build or fill space too far from the urban core.
- Going forward, approximately 1 to 1.4 million SF of absorption is predicted for the second half of 2020.
- A general market slowdown in activity started to surface prior to 2020 and COVID-19 has accentuated this trend causing unknown macro-economic impacts.

Multi-Family

- The Twin Cities multi-family sales remained stable through the first quarter of 2020 with total sales volume exceeding \$400 million. However, the uncertainty of the pandemic has delayed and pushed out deals, and the

REGIONAL AND CITY DATA

Industry and Economic Climates

Multi-Family (continued)

few deals that are getting done have required buyers to accept more aggressive cap rates. An example of a deal that closed during the pandemic is the JAX, a micro-unit development in Northeast Minneapolis that sold at \$229,231 per unit.

- Vacancy rates have begun to increase and are expected to continue increasing while rent growth in the market is expected to flatten. However, suburban markets proved to be less prone to rising vacancy following the pandemic with relatively stable occupancy and rent collections.
- Millennials have been the focus of the multi-family market; however, Gen Z'ers are now entering the rental market. The Gen Z group is similar in size to the Millennials and they are now graduating college and entering the job market.
- Construction of the light rail line in the southwest metro area has sparked new development/re-development in that area and several multi-family projects have begun.
- Some developers have expanded into the micro-unit market in order to provide affordable options for rents while generating higher per SF rents in areas where larger parcels have already been acquired.
- The outlook for the multi-family sector remains steady, as millennials continue to choose renting rather than moving out to the suburbs for affordable starter homes and older generations begin to downsize to townhomes and other multifamily developments.
- Developers and investors continue to watch the City of Minneapolis as the implementation of inclusionary zoning policy will impact construction.

Hotel

- Previous predictions about the Twin Cities hotel market indicated the start of a cooling period following an extended up-cycle from significant events such as the Final Four in 2019 and the Super Bowl in 2018. The supply growth (3.2%) was beginning to outpace demand (1.9%) in the first half of 2020.
- In the Minneapolis-St. Paul MSA, average occupancy decreased from 64.7% in June 2019 to 34.8% in June of 2020, ADRs decreased from

REGIONAL AND CITY DATA

Industry and Economic Climates

Hotel (continued)

\$119.77 in June 2019 to \$93.70 in June 2020, and REVPAR decreased from \$77.47 in June 2019 to \$32.57 in June 2020.

- The first half of 2020 included opening of the space, 126-room Element, 170-room Cambria, and 182-room dual-brand Home2/Tru, all near the Mall of America.
- Construction began in early spring of 2020 on the dual-branded Cambria/Fairfield hotel in downtown Minneapolis, and a new Home2 Suites is in the works near Surly Brewing in northeast Minneapolis. Additionally, United Properties has plans for a 222-room Four Seasons Hotel in the Gateway Tower development at the north end of Nicollet Mall, which will be the first five-star hotel in the Twin Cities.
- Projects prior to the pandemic that had not broken ground were either shutdown or paused. Some of these include downtown St. Paul (1,000 rooms planned or underway), Woodbury, Maple Grove, Eagan (Omni Hotel in the Viking Lakes developmental), and Shakopee.
- The hotel market is experiencing major competition from Airbnb. While it is difficult to quantify its impact on hotel performance, some segment of Airbnb users are substituting hotels for cheaper rates. Due to this substitution, the average rates in some markets are negatively impacted. However, more cities are attempting to regulate Airbnb and similar platforms.
- Overall, the outlook is that the hotel market will flatten out. Along with the effects of the pandemic, hotel operators have trouble with the availability of labor, rising wages, and increasing supplies and materials costs. As such, development is expected to cool due to overbuilding concerns and rising construction costs.
- Hotel performance is expected to continue to mirror the slow but steady economic recovery indicated by Transportation Security Administration data. Conversely, full-service properties that are dependent on larger group business travel will likely be among the slowest to recover from the COVID-19 pandemic.

REGIONAL AND CITY DATA

Industry and Economic Climates

- The Twin Cities investment marketplace has continued to attract new equity and debt capital throughout the first half of 2020. The Twin Cities' transaction volume is following the broader national trend, with a rolling 12-month total in 2020 of \$5.341 billion, slightly down from \$6.447 billion in the previous year.
- In 2020 (rolling 12-month total), industrial market sales led all property types, totaling \$1.977 billion, a significant increase from \$1.401 billion in 2019. There has been continued demand for large distribution and fulfillment centers and smaller in-fill locations for last-mile delivery. The multi-family market followed with sales totaling \$1.552 billion.
- The difference between Class A, Class B, and Class C cap rates in the office sector is narrowing.
- Investors in the near term are likely to seek grocery anchored assets with 70% or more of NOI allocated to retail, and NNN assets with investment grade, "essential" credit.
- Investment sales volume of hotels, multi-family, office, and retail properties have all decreased from 2019 to 2020. Sales volume for the retail market dropped from \$1.065 billion in 2019 to \$605 million in 2020 (based on a rolling 12-month total).
- Value-add properties are likely to see a modest pricing adjustment due to the ongoing disruption in the industry.
- Hotel development remains uncertain following the multiple year-long trend of new supply outpacing record demand. However, extended stay, economy, and midscale properties, which have been supported by essential workers during the pandemic, as well as select independent resort properties are the first to bounce back in performance recorded in May and June of 2020.
- Investors are benefiting from low interest rates and are taking time with sales. The low cost of debt has encouraged owners to consider refinancing or recapitalization strategies as attractive alternatives to an outright sale.
- Medical office products are fueling demand with buyers increasing their allocations with little to no pricing adjustments expected for projects that have long-term health system tenants.
- The outlook for the second half of 2020 is that deal activity will accelerate, though some underwriting assumptions have changed.

REGIONAL AND CITY DATA

Industry and Economic Climates

In summary, prior to the COVID-19 pandemic, most markets were expected to experience continued demand and increase pricing. The Twin Cities had gained favor with international and national investors who are interested in bulk industrial, multi-family, core Class A office, and well positioned grocery-anchored retail centers. Sellers of top-quality, assets in prime locations with predictable income streams, a strong tenant base and good credit were expected to see the most demand.

However, the COVID-19 pandemic has affected the nation and created significant uncertainty for the U.S. economy. For the U.S. stock market, the first quarter of 2020 was the worst first quarter in U.S. history. The first confirmed COVID-19 case in Minnesota was reported March 6, 2020. Since then, many transactions and developments have been put on pause or are slowly crossing the finish line, and cap rates are becoming more aggressive in the multifamily market. Remote working, telehealth, drive-through and curb-side pick-up have become the new norm. Industrial investment is high while demand for hotel, retail, multi-family, and office properties have declined. Although impacts of the pandemic and recent events are improving, the short-term outlook remains uncertain.

Population

According to the 2010 census, the seven-county metropolitan area had a total population of 2,849,567. Based upon data compiled in the U.S. Census Bureau, the Metropolitan Council reports the following population trends for the City of New Brighton, Ramsey County, and the seven-county metropolitan area.

Population			
<u>Year</u>	<u>City of New Brighton</u>	<u>Ramsey County</u>	<u>Seven-County Metropolitan Area</u>
2000	22,206	511,035	2,642,062
2010	21,456	508,640	2,849,567
2019 Estimate	23,427	558,248	3,152,564
2020*	22,300	554,810	3,168,000
2030*	23,100	577,830	3,451,000
2040*	24,100	600,340	3,653,000

*As projected by the Metropolitan Council

REGIONAL AND CITY DATA

Population

As the table on the preceding page shows, the Metropolitan Area grew by 10.63% from 2010 to the 2019 estimate. This equates to a 1.13% annual compounded growth rate. Likewise, the populations of New Brighton and Ramsey County also increased over the same period. However, the city and county had slower growth rates from 2010 to 2019. New Brighton and Ramsey County grew by 9.19% and 9.75%, respectively.

Households

Based upon data compiled in the U.S. Census Bureau, the Metropolitan Council reports the following household trends for the City of New Brighton, Ramsey County, and the seven-county metropolitan area.

Households			
Year	City of New Brighton	Ramsey County	<u>Seven-County Metropolitan Area</u>
2000	9,013	201,236	1,021,456
2010	8,915	202,691	1,117,749
2019 Estimate	9,553	216,654	1,228,383
2020*	9,500	224,610	1,237,000
2030*	10,000	237,470	1,351,000
2040*	10,400	247,340	1,447,000

*As projected by the Metropolitan Council

The household data for the City of New Brighton is reflective of the City's population data and indicates New Brighton experienced a slight decline in the number of households between 2000 and 2010. Alternatively, the household data indicates that both Ramsey County and the seven-county metropolitan area realized an increase in households between 2000 and 2010. Between 2010 and the 2019 estimate, the households in the city and county grew by 7.16% and 6.89% over the period, respectively. This equates to a compounded annual growth rate of 0.77% for the city and 0.74% for the county. Going forward, similar household growth is expected to continue through 2040.

REGIONAL AND CITY DATA

Employment

The region's diverse economy and educated workforce contribute to a generally healthy employment sector. The area tends to have lower rates of unemployment than the nation, even in challenging economic cycles. The following table illustrates local to national unemployment trends. The figures below are average annual unemployment rates.

Average Annual Unemployment Rates (Percent)							
Area	2014	2015	2016	2017	2018	2019	2020
Ramsey County	4.0%	3.5%	3.6%	3.2%	2.7%	3.0%	6.6%*
Twin Cities	4.0%	3.5%	3.6%	3.3%	2.7%	3.0%	6.2%*
Minnesota	4.2%	3.7%	3.9%	3.4%	2.9%	3.2%	5.8%
United States	6.2%	5.3%	4.9%	4.4%	3.9%	3.7%	8.1%

Source: Minnesota Department of Employment and Economic Development

*Data through November 2020

As can be observed from the data above, local and regional unemployment rates generally trend lower than the national average. Furthermore, rates generally stabilized, after improving from peak unemployment levels back in 2009. While significant increases in unemployment have occurred in 2020 due to the COVID-19 pandemic, non-temporary impacts to employment are not yet known.

Utilities

The Minneapolis/St. Paul area, including New Brighton, is served by municipal water and sewer systems, electricity, telephone service and natural gas. Sewage disposal is regulated by the Metropolitan Waste Control Commission.

The Metropolitan Council controls sewer availability by restricting the area that it will serve. The area served is called the Metropolitan Urban Services Area (MUSA). Through its control of municipal sewer, the Metropolitan Council has been able to direct urban development.

REGIONAL AND CITY DATA

Transportation

The Minneapolis/St. Paul metropolitan area is served by the following major highways:

- Interstate 35 - A major north/south highway which connects with Duluth, Minnesota to the north and Kansas City, Missouri to the south. In the metro area, I-35 splits with I-35W passing through Minneapolis, while I-35E passes through St. Paul.
- Interstate 94 - A major east/west highway that connects with Milwaukee, Wisconsin/Chicago, Illinois to the east, and Fargo, North Dakota to the west.
- Interstate 494/694 - A major freeway which loops around the periphery of the Twin Cities.
- U.S. Highway 169 - A north/south route serving the western suburbs.
- U.S. Highway 212 - An east/west route serving the southwestern suburbs.
- U.S. Highway 12/
Interstate 394 - An east/west route which connects downtown Minneapolis with the western suburbs.
- U.S. Highway 61 - A north/south route serving the eastern suburbs.
- U.S. Highway 10 - A diagonal route extending from Wisconsin to Fargo, North Dakota; it passes through St. Paul and Anoka County.

Other major highways serving the Twin Cities area include State Highway 100, State Highway 77 (Cedar Avenue), Crosstown Highway 62, Lafayette Freeway, and U.S. Highway 52/55.

The Twin Cities is served by the Minneapolis St. Paul International Airport (MSP) and six general aviation airports throughout the region, known as “reliever airports” that help relieve congestion at MSP. These airports provide private and corporate aviation services for more than 400,000 aircraft each year according to the Metropolitan Airports Commission. MSP International has high volumes of passenger and cargo traffic to and from destinations around the globe. MSP is a hub for Delta Airlines and Sun Country Airlines, and is also served by ten other domestic and international passenger carriers.

REGIONAL AND CITY DATA

Transportation

The major means of mass transit in the Twin Cities is the metropolitan bus system operated by Metro Transit, a division of the Metropolitan Council. In addition, Light Rail Transit (LRT) along the Hiawatha Avenue corridor connects downtown Minneapolis, Minneapolis/ St. Paul International Airport, and the Mall of America. There are 17 LRT stations, and Metro Transit offers 46 bus routes with connecting service and timed transfers at 13 light rail stations. The Green Line LRT began service in June 2014 and connects the two CBDs of Minneapolis and St. Paul, as well as the State Capital and the University of Minnesota. The Northstar commuter rail connects the northwest suburbs of the Twin Cities with downtown Minneapolis.

Railroads serving the Twin Cities include Burlington Northern Santa Fe, Union Pacific, Canadian Pacific/Soo Line Railway Company, and Amtrak. Also, about 100 trucking firms serve the metropolitan area, making it one of the largest distribution centers in the nation.

Summary

In summary, the Twin Cities enjoys a strategic geographic location supported by strong transportation links. Analysis of economic and demographic data for the Twin Cities reveals a trend of general growth and soundness of the area's well-diversified economy.

While the region is not insulated from current national and global economic uncertainties, the above data indicate that the Twin Cities is an environment that is resilient and, in most circumstances, above national averages and standards. The Twin Cities region's business environment is expected to have a positive, long-term, effect on demand and real estate values, including properties such as the subject.

NEIGHBORHOOD DATA

The subject is located in the City of New Brighton, Ramsey County, Minnesota. As of 2019, the city population was estimated at 23,427, an increase of approximately 10.63% from 2010. Neighborhood boundaries are generally delineated as follows:

North: Interstate 694
South: County Road 93
East: Interstate 35W
West: MN State Highway 65

Primary access to the area is provided by Interstates 694 and 35W. Interstate 694 is an east/west thoroughfare that loops through the northern suburbs of Minneapolis/St. Paul. Access to the subject from Interstate 694 is provided by 10th Street NW. Interstate 35W is a north/south thoroughfare that travels through Minneapolis and runs along the eastern boundary of New Brighton. Access to the subject from Interstate 35W is provided by 5th Street NW, west to 5th Avenue NW, then north to 10th Street NW. Overall, location and vehicular access is good.

The area is suburban in character and near fully developed. The subject is located along the south side of Interstate 694. Immediate land uses surrounding the subject include high density residential to the west, Long Lake/Interstate 694 to the north, Minnesota Commercial Railroad and an Early Childhood Education Center to the east, townhouses to the southeast, and single-family residential to the south and southwest. Surrounding land uses are primarily residential.

The nearest shopping facilities serving the area are located south of the subject along 5th Avenue NW/Old Highway 8 NW. This area of the neighborhood offers basic convenience goods and personal services. Additional retail establishments are located west of the subject at the intersection of Interstate 694 and State Highway 65 including Menards, Petco, Target, Pawn America, and Discount Tire, along with numerous food service options.

The neighborhood has several lakes and waterways, namely Long Lake, Rush Lake, Round Lake and Rice Creek. Long Lake Regional Park and Rice Creek North Regional Trail provide numerous outdoor recreational opportunities to the neighborhood.

NEIGHBORHOOD DATA

In summary, the subject neighborhood is suitably located for multi-family residential use with access to major regional transportation routes and proximate to the Twin Cities central business districts. The area is in the mature stage of its life cycle and most of the immediate neighborhood is fully developed; however, there are certain parcels that have redevelopment potential. Given the history of the area and recent growth trends, it is anticipated that property values will increase moderately over the next few years. As such, the subject's neighborhood is expected to remain viable into the future.

LOCATION AND LEGAL DESCRIPTIONS

Location: 650, 700, and 730 10th Street Northwest
New Brighton, Minnesota

PID(s): 20-30-23-43-0008, 20-30-23-43-0012, and 20-30-23-43-0034

Legal Description(s)*: PID - 20-30-23-43-0008

BEG ON SLY L OF HWY 100 AND W L OF RY R/W TH SLY ON SD RY R/W TO NLY L OF 10TH ST NW TH WLY ON SD ST L 84 25/100 FT TH N 18 DEG 53 MIN W 150 FT TH N 9 DEG 52 MIN 20 SEC W TO SD HWY L TH ELY THEREON TO BEG IN SE 1/4 OF SEC 20 TN 30 RN 23

PID - 20-30-23-43-0012

BEG ON SL OF HWY 694 321.64 FT W OF WL OF RY R/W TH S 11 DEG 27 MIN 11 SEC E 90 FT TH S 71 DEG 7 MIN W 106.28 FT TH S 18 DEG 53 MIN W 192.78 FT TO NL OF 10TH ST TH SW ON SD NL 60.41 FT TH N 18 DEG 53 MIN W 163.84 FT TH N 71 DEG 7 MIN E 8.45 FT TH N 18 DEG 53 MIN W TO SL OF HWY 694 TH NELY ON SD SL 168.39 FT TO BEG IN SE 1/4 OF SEC 20 TN 30 RN 23

PID - 20-30-23-43-0034

BEG ON SLY L OF HWY 100 165.64 FT WLY FROM WL OF RY R/W TH WLY ON SD HWY L 156 FT TH SLY 90 FT TH S 71 DEG 7 MIN W 106.28 FT TH S 18 DEG 53 MIN E TO NLY L OF 10TH ST NW TH NELY ON SD L 61.91 FT TH N 18 DEG 53 MIN W 147.3 FT TH N 62 DEG 3.5 MIN E 100 FT TH N 18 DEG

LOCATION AND LEGAL DESCRIPTIONSPID - 20-30-23-43-0034

53 MIN W 2.7 FT TH N 71 DEG 19 MIN E 100 FT TH TO BEG
IN SE1/4 (SUBJ TO ESMTS) IN SEC 20 TN 30 RN 23

*The above legal descriptions were obtained from the Ramsey
County Property Tax website and are noted: *Not to be used on
legal documents.*

TAX AND ASSESSMENT DATA

TAX & ASSESSMENT DATA				
Property Identification Number	20-30-23-43-0008	20-30-23-43-0034	20-30-23-43-0012	
Property Address	650 10th Street NW	700 10th Street NW	730 10th Street NW	
2020 Assessor's Market Value (Payable 2021)				<u>Total</u>
Land	\$340,000	\$340,000	\$340,000	\$1,020,000
Improvements	\$1,549,800	\$1,583,500	\$1,578,500	\$4,711,800
Total	\$1,889,800	\$1,923,500	\$1,918,500	\$5,731,800
2019 Assessor's Market Value (Payable 2020)				
Land	\$340,000	\$340,000	\$340,000	\$1,020,000
Improvements	\$1,366,100	\$1,389,900	\$1,386,500	\$4,142,500
Total	\$1,706,100	\$1,729,900	\$1,726,500	\$5,162,500
Real Estate Taxes Payable 2020				
General Taxes	\$31,184	\$31,620	\$31,556	\$94,360
Special Assessments	\$0	\$0	\$0	\$0
Total	\$31,184	\$31,620	\$31,556	\$94,360
Effective Tax Rate	1.83%	1.83%	1.83%	1.83%
<u>Analysis of 2020 Assessor's Market Value</u>				<u>Total</u>
Land Area (GIS - SF)	30,492	26,572	29,185	86,249
Assessed Land Value Per SF	\$11.15	\$12.80	\$11.65	\$11.83

ZONING

Zoning is administered by the City of New Brighton. The subject is zoned R-3A, High Density Residential District. The zoning ordinance provides a list of permitted uses and special permit uses allowed in the R-3A, High Density Residential District.

Permitted Uses:

- Any use or structure permitted and regulated in an R-2 District.
- Multiple-family dwellings 2 1/2 stories
- Townhouses

Special Permit Uses:

- Any use or structure permitted and regulated under “special permit uses” in an R-2 District.
- Hospitals, clinics, and other buildings used for the treatment of human ailments, nursing homes, and homes for the aged.
- Motels and motor hotels when located on property adjacent to and having access to State or Federal highways.
- Day nurseries, nursery schools, and day care centers.
- Cemeteries provided that adequate landscaping is provided between the nearest cemetery lot and all adjacent land in the district.

Development standards applicable to the City of New Brighton R-3A District are as follows:

Maximum Floor Area Ratio: 0.5

Minimum setback requirements:

Front Yard:	30 Feet
Side Yard:	5 Feet
Side Yard (street):	30 Feet
Rear Yard:	30 Feet

In an R-3A District, any principal structure or building other than a single-family residence shall not be located less than fifty feet from any boundary line of an R-1 District.

Minimum lot dimension requirements:

Lot Width:	100 Feet
Lot Depth:	125 Feet
Lot Area:	12,500 SF

ZONING

Minimum lot area requirements:

<u>Number of Floors</u>	<u>Lot Area per Unit (SF)</u>
1	3,000
2	2,800
Over 2	2,500

Parking requirements:

LAND USE	NUMBER OF SPACES		UNIT OF MEASURE
Multi-family	2.0	1 enclosed	Dwelling unit
	+1.0	visitor parking	Each unit up to 10 units
	+.5	visitor parking	Each unit over 10 units

** It is noted that the above parking requirements must be met by all new multiple family housing projects within the City of New Brighton.*

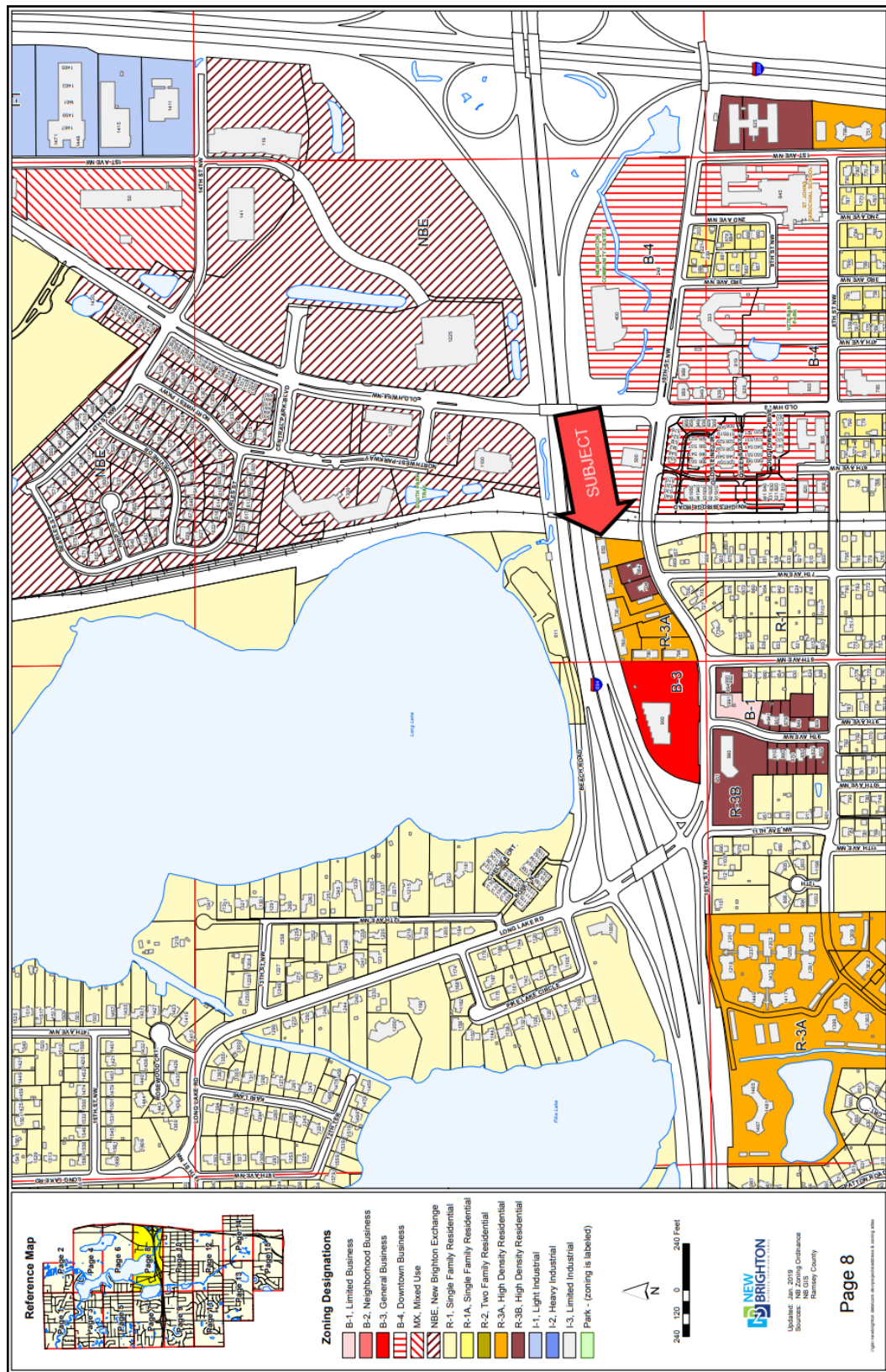
The subject property is improved with three, garden-style apartment buildings with a total of 51 units that operate as Lakeview Apartments. Based on aerial imagery and inspection of the property, the subject has a total of 89 parking spaces. Parking requirements for new multi-family uses requires the subject, with 51 units, to have 133 total parking spaces. The subject's current use is permitted under the City's R-3A zoning ordinance and it appears the subject is a legal, non-conforming property in regard to the number of required parking spaces under the current zoning ordinance for new multi-family housing projects. As previously discussed, the temporary construction easement will result in the temporary loss of six (6) parking stalls for the duration of the temporary easements, which is scheduled for a period of approximately nine months, commencing on October 1, 2021 and expiring June 30, 2022.

The City of New Brighton Future Land Use Map indicates the subject property is guided HDR, High Density Residential. In Chapter 3: Land Use, on page 3-27 of the Comprehensive Plan, the following is stated about the City of New Brighton's HDR, High Density Residential guiding.

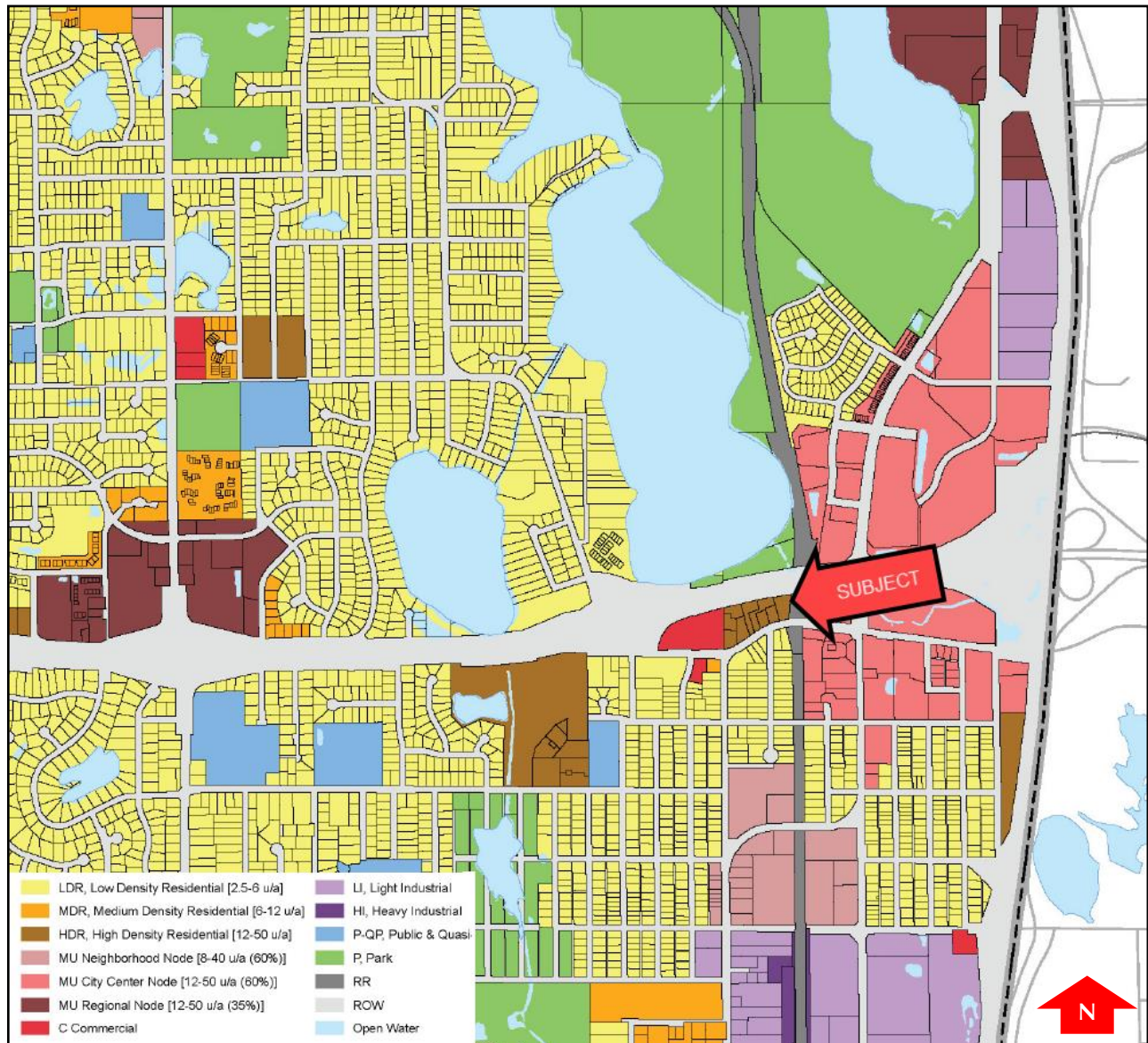
ZONING

High Density Residential: High-density residential areas are intended to be located in higher activity areas where residents can partake in a lifestyle which is rich in convenience and accessibility and less auto-dependent. These areas are intended to be located where convenient shopping and accessible transit is nearby, and/or other amenities are available. They are also intended to be integral parts of neighborhoods rather than freestanding or isolated elements. This housing type, consisting of apartments and condominiums, is intended to exceed a density of 12-units per acre at a minimum, and is expected to include levels exceeding 30-units per acre with a maximum of 50 units per acre.

In summary, the subject's current use as multi-family residential is an allowed permitted use, and is consistent with the City's Comprehensive Plan. However, given the number of parking spaces required under the current R-3A zoning ordinance for new housing projects in the city and the subject's actual number of parking spaces, the subject is considered a legal, non-conforming use.



PARTIAL ZONING MAP



PARTIAL 2040 FUTURE LAND USE MAP

BEFORE AND AFTER VALUATION

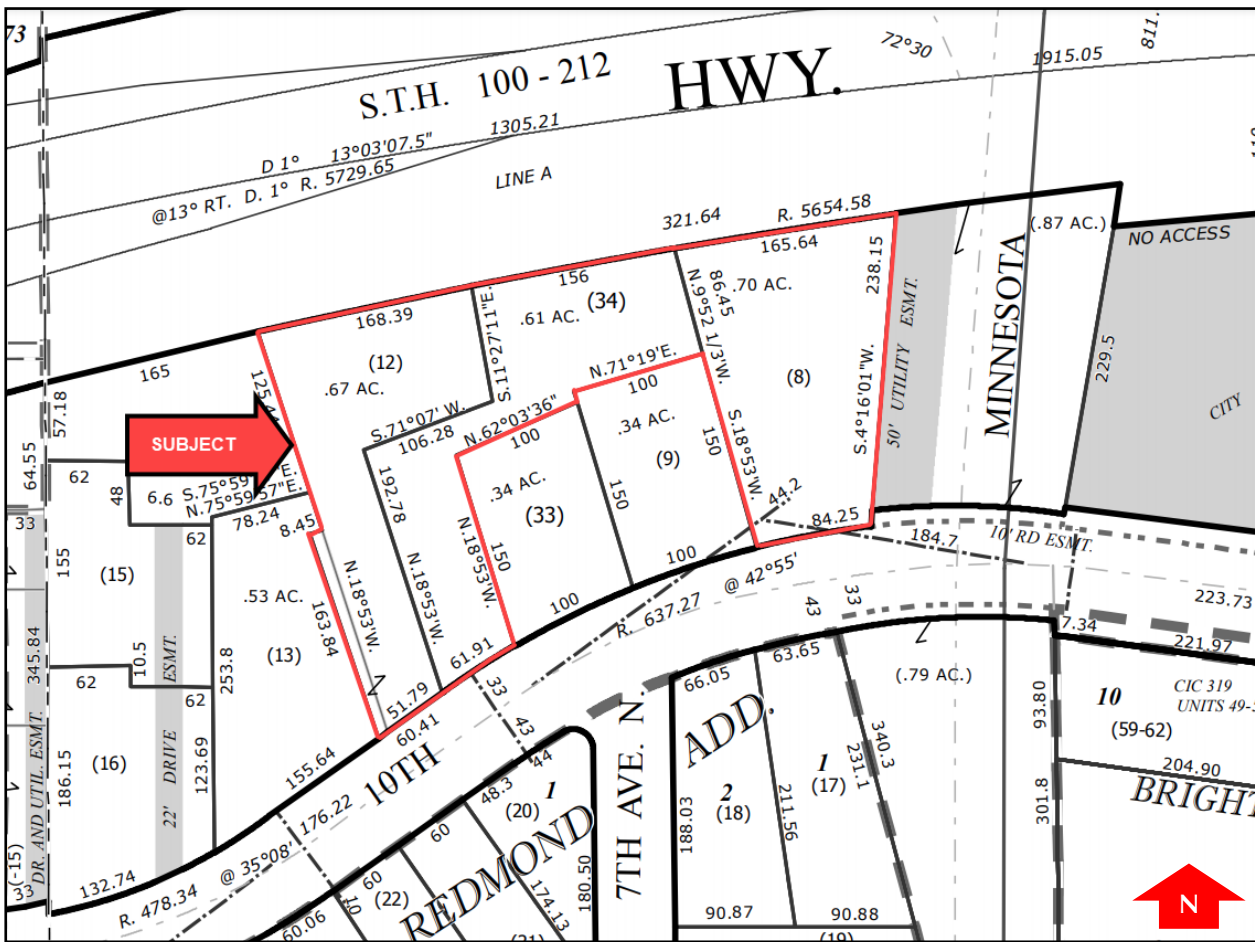
This appraisal is being conducted in order to estimate damages caused to the real property by the proposed partial acquisition of a temporary access easement and a temporary construction easement. The accepted method for measuring damages that result because of a partial acquisition is as follows:

1. Value the property as it exists before the acquisition, disregarding project influence.
2. Value the property as it will exist after the acquisition, disregarding any potential special benefit or value enhancement resulting from the project.
3. The difference is the damage caused by the acquisition (recommended compensation).

In the Before Value section of this report, the value of the subject property is estimated as it exists in the before condition. The acquisition and the remainder parcel is described, and then the remainder is appraised in the after value section of this report. The after value is then deducted from the before value. The temporary easements are added to the indicated permanent damages to conclude to an estimate of damages due the owner of the subject property for the partial acquisition. The subject land has been appraised in both the before and after conditions, utilizing the sales comparison approach to value.

BEFORE VALUE**Site Description**

Gross Parcel Size:	86,249 SF, or 1.98 Acres
Shape:	The subject site is comprised of three tax parcels forming an irregular shape (see Tax Parcel Map).
Frontage:	Approximately \pm 206 LF of frontage on 10 th Street NW and approximately \pm 490 LF of frontage on Interstate 694.
Access:	Direct vehicular access is provided by three curb cuts from 10 th Street NW.
Traffic Counts:	10 th Street NW: 9,000 AADT (2018) Interstate 694: 120,000 AADT (2019)



PARTIAL TAX PARCEL MAP

BEFORE VALUE**Site Description**

Terrain:	The subject site is mostly open and generally level. The subject site is positioned above street grade with Interstate 694 to the north and below street grade with 10 th Street NW to the south; the subject's terrain along 10 th Street NW slopes gently downward from south to north. The terrain is primarily turf/grass with light tree coverage; the trees are of varying types and ages. Mature trees line the subject's northern boundary and provide screening from Interstate 694.
Soil Conditions:	The soils appear stable and suitable for typical construction practices. However, neither soil tests nor engineering data have been provided to us in conjunction with this appraisal.
Flood Hazard:	According to FEMA, the subject is located in Flood Zone X, which are areas with minimal flood risk. Map Number: 27123C0004G Effective Date: June 4, 2010
Utilities:	The subject is located within MUSA boundaries, with public sewer and water services available.
Easements/ Encumbrances:	To the appraisers' knowledge, there are no easements or encumbrances that would have a significant effect on the subject's market value or marketability. It is noted that the appraisers were not provided with a title report for the subject.
Site Improvements:	Site improvements include asphalt parking lot, concrete aprons, curbing, and sidewalks, signage, landscaping, trees, trash enclosures, parking blocks, bollards, and park-style grills.
Encroachments:	Some of the subject site improvements along the property's eastern boundary, such as bituminous paving, parking blocks, trash enclosure, and park-style grill encroach on to the adjacent parcel to the east. In addition, it appears that the subject's parking lot encroaches onto the properties located at 664 and 704 10 th Street NW.

BEFORE VALUE**Improvement Description**

According to Ramsey County records, the subject site is improved with three, 2½-story, garden-style apartment buildings that were built in 1964 and contain a total GBA of ±45,000 SF and 51 units. In addition, the subject property has two detached garages that were built in 1996 and have a combined GBA of ±3,120 SF. The interiors of the buildings were not inspected as an element of this appraisal. Based on exterior observations of the subject during the inspection, the buildings appear to be well maintained and in average condition. Site improvements include asphalt parking lot, concrete aprons, curbing, and sidewalks, signage, landscaping, trees, trash enclosures, parking blocks, bollards, and park-style grills. It is noted that some of the subject site improvements along the property's eastern boundary, such as bituminous paving, parking blocks, trash enclosure, and park-style grill encroach on to the adjacent parcel to the east. The property operates as Lakeview Apartments.

However, since the proposed partial acquisition will not directly impact or cause severance damage to the existing building improvements, only the land and affected site improvements, if any, have been valued in this appraisal.

Highest and Best Use

Highest and best use is defined in *The Dictionary of Real Estate Appraisal*, Fifth Edition, Appraisal Institute as follows:

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

This publication goes on to distinguish the highest and best use as vacant and as improved, as follows:

Highest and best use of land or site as though vacant - Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.

BEFORE VALUE**Highest and Best Use**

Highest and best use of property as improved - The use that should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.

As market/marketability analysis progresses to highest and best use analysis, appraisers first consider the reasonably probable uses of a site that can be legally undertaken. In the analysis of pertinent data, four steps are implicit and are applied in the following order to develop adequate support for the appraiser's highest and best use opinion:

1. Legally permissible
2. Physically possible
3. Financially feasible
4. Maximally productive

As Vacant

The subject of this report is comprised of three parcels of land totaling 86,249 SF (1.98-acres). While only tax parcel 20-30-23-43-0008 (650 10th Street NW) is impacted by the acquisition, given that the criteria for the larger parcel rule are met in this case (commonality of ownership, consistent highest and best use and contiguity), all three of the contiguous tax parcels, owned by LVP LLC, c/o Joseph R. Osterbauer, are appraised together herein.

The first test of highest and best use involves identifying those uses which are legally permissible. Legal restrictions can include public restrictions such as zoning and building codes, and private restrictions such as deed restrictions and protective covenants. The property is currently zoned R-3A, High Density Residential and is guided HDR, High Density Residential. The subject is primarily surrounded by residential uses. Within the R-3A district, multi-family dwellings up to 2½ stories and townhouses are permitted uses. The City of New Brighton's HDR, High Density Residential guiding states the following:

BEFORE VALUE**Highest and Best Use****As Vacant**

High Density Residential: High-density residential areas are intended to be located in higher activity areas where residents can partake in a lifestyle, which is rich in convenience and accessibility and less auto-dependent. These areas are intended to be located where convenient shopping and accessible transit is nearby, and/or other amenities are available. They are also intended to be integral parts of neighborhoods rather than freestanding or isolated elements. This housing type, consisting of apartments and condominiums, is intended to exceed a density of 12-units per acre at a minimum, and is expected to include levels exceeding 30-units per acre with a maximum of 50 units per acre.

To our knowledge, there are no private restrictions that would adversely affect the subject property.

The subject is an interior site located along Interstate 694 with sufficient size (1.98 acres) to accommodate a variety of residential uses. The overall site is irregular in shape and the terrain is mostly level and open. The subject site is positioned above street grade with Interstate 694 to the north and below street grade with 10th Street NW to the south; the subject's terrain along 10th Street NW slopes gently downward from south to north. All public utilities are present and the subject has good access to the surrounding area. Furthermore, the terrain and soils are assumed conducive for building construction. Based on the above, it appears the site could accommodate most permitted uses allowed by zoning and/or guiding.

The City of New Brighton is primarily a residential community with approximately 40% of its land area devoted to housing; however, about only 4% of the City's land area is developed with multi-family residential units. Furthermore, the City of New Brighton is effectively fully developed with less than 2% of its land area being denoted as vacant. It is anticipated that there will not be a significant change in the City's land area committed to future residential uses. One exception for future residential development in the city is the Old Highway 8 corridor, where there are opportunities for future mixed-use redevelopment. Beyond the Old Highway 8 corridor, changes in future residential use areas will be limited to infill housing on individual lots and/or the potential maximization of under-developed parcels.

BEFORE VALUE**Highest and Best Use****As Vacant**

Based on a review of the City's zoning code, future land use guiding, and market data for the subject site, it is the appraisers' opinion that high density residential development, with a density between 12 and 50 units per acre, as allowed by guiding and consistent with the existing development of the property is the highest and best use of the subject, as vacant.

As Improved

According to Ramsey County, the subject is improved with three, 2½-story, garden-style apartment buildings that were built in 1964 and contain a total GBA of ±45,000 SF, and 51 units. The subject has a density of 25.76 units per acre. In addition, the subject property has two detached garages that were built in 1996 and have a combined GBA of ±3,120 SF. The same four tests that were used in the highest and best use analysis, as vacant, are used in the highest and best use analysis, as improved. The following alternatives are also considered:

- A) Raze the Existing Structures to Make Way for Redevelopment
- B) Convert the Structures to an Alternative Use
- C) Renovate or Remodel the Existing Structures
- D) Expand the Existing Structures
- E) Leave the Existing Structures as They Currently Exist

The subject building improvements are of sufficient size and appear to be well maintained. The property operates as Lakeview Apartments. Based on the property's age, size/density, and condition, and considering the 2020 assessed value of \$5,731,800 (Land - \$1,020,000 and Improvements - \$4,711,800), the existing improvements contribute to the overall market value. Thus, it would not be maximally productive to raze the improvements.

As previously stated, the subject property is improved with three apartment buildings, and was originally built and utilized for multi-family residential use. The subject is considered a high-density residential use and has a density of 25.76 units per acre,

BEFORE VALUE**Highest and Best Use****As Improved**

which is within the guided density allowance of 12 to 50 units per acre. As previously discussed, there is good demand for residential construction in the City of New Brighton; however, the lack of availability of vacant land in the city remains an issue for future development. Therefore, a well-planned apartment project that meets density requirements is considered financially feasible.

Although converting the buildings to a different use may be possible, it is not likely, and does not seem maximally productive as no alternative use would provide a greater return considering the potential cost of conversion. Also, due to the location and size of the existing improvements, as well as the irregular shape of the subject site, expansion of the improvements does not appear to be feasible. Therefore, based on the assessed value and given the attributes discussed, the highest and best use of the subject, as improved, is for continued use as currently improved.

Exposure and Marketing Time

The following definitions are taken from *The Dictionary of Real Estate Appraisal*, Sixth Edition, Appraisal Institute:

Exposure Time: The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market.

Marketing Time: An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

Exposure time of up to twelve months would be required to sell the subject property, based on the value stated herein. Marketing time, including due diligence and closing, is also estimated at up to twelve months.

BEFORE VALUE**Appraisal Procedures and Techniques**

Three traditional approaches to value are widely accepted in the appraisal of real property. These three approaches are briefly described below.

Cost Approach - Considers the current cost of reproducing a property less the depreciation from three sources: physical deterioration, functional obsolescence and external obsolescence. A summation of the market value of the land, assumed vacant, and the depreciated reproduction cost of the improvements provides an indication of the total value of the property.

Sales Comparison Approach - Produces an estimate of value by comparing the subject property to sales and/or listings of similar properties in the same or competing areas. This technique is used to indicate the value established by informed buyers and sellers in the market.

Income Approach - Based on an estimate of the subject property's possible net income. The net income is capitalized to arrive at an indication of value from the standpoint of an investment. This method measures the present worth of anticipated future benefits (net income) derived from a property.

The appraisal assignment is to estimate the fee simple market value of the subject land, both before and after a partial acquisition for a temporary access easement and a temporary construction easement. The sales comparison approach is the most common way of developing a market value estimate for land. Therefore, the sales comparison approach is utilized to value the subject. The cost approach and income approach are not considered applicable in this case, and are not utilized in this analysis.

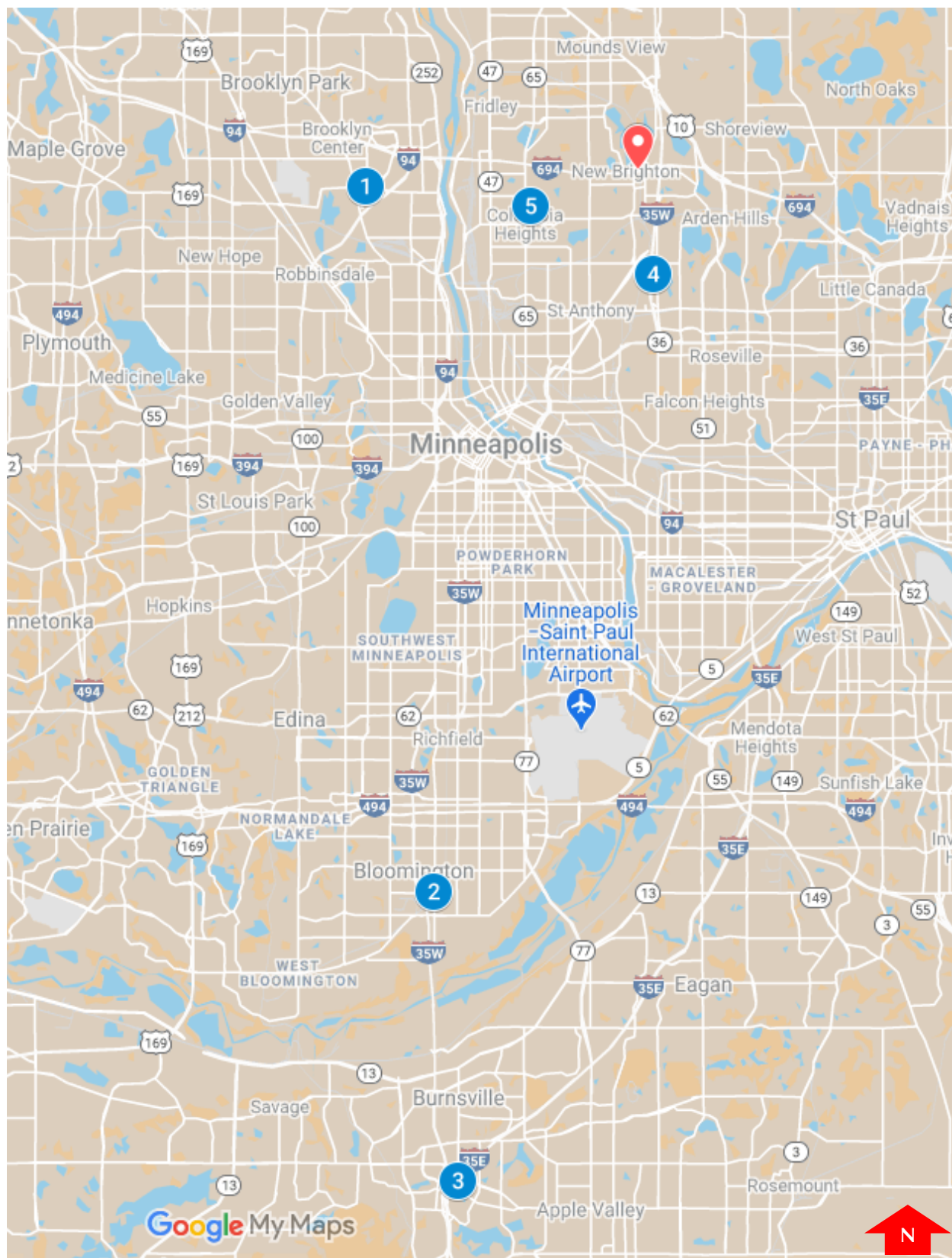
Sales Comparison Approach

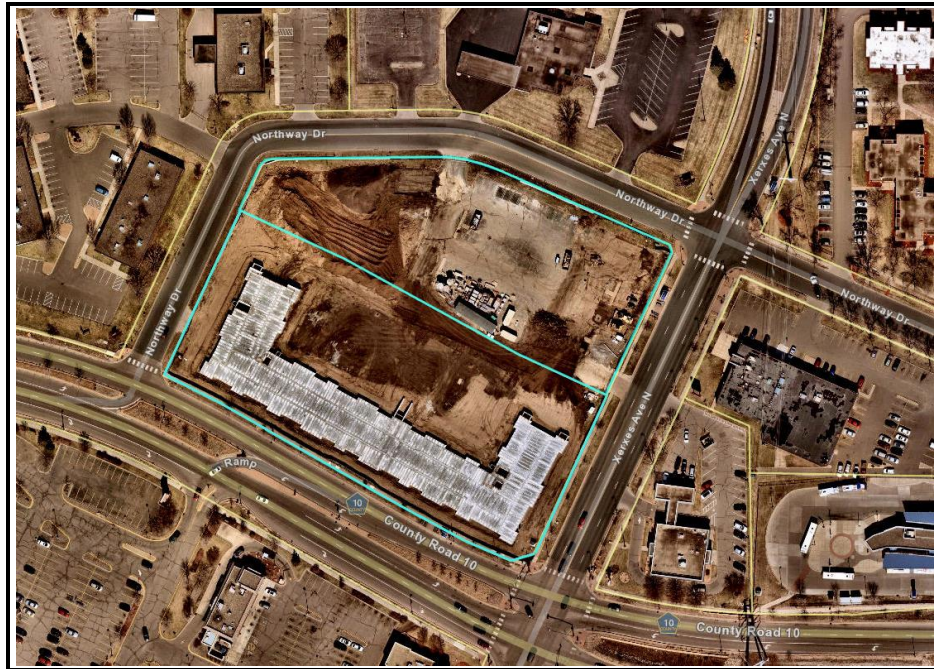
The sales comparison method is the most common way of developing a market value estimate for land. In the comparison method, sales of vacant land comparable to the subject property are gathered and analyzed. The sale prices are adjusted for market conditions, location, physical characteristics and other relevant variations. The adjusted prices are reduced to some common unit of comparison, such as price per acre or per SF. The appraiser analyzes market information and derives a unit value applicable to the subject property. The unit of comparison most commonly used for multi-family land is price per SF.

BEFORE VALUE**Sales Comparison Approach**

The validity of this approach is based on the assumption that continuity exists between similar properties of like adequacy and their market values. The reliability of this technique is dependent upon the availability of sales data and the degree of comparability of the sales analyzed.

A search was made for comparable land sales that are similar in terms of location, zoning, and potential use. Several sales were found that are useful to this analysis. The sales used in this analysis are presented on a location map, followed by individual write-ups, an adjustment grid, and a narrative analysis to arrive at a value estimate.



BEFORE VALUE**Sales Comparison Approach****Comparable Land Sale 1**

Location: 5801 Xerxes Ave N
 Brooklyn Center, Minnesota
 PID(s): 03-118-21-14-0024
 Buyer: Brooklyn Center AH I, LLLP & Brooklyn Center AH II, LLLP
 Seller: ILEX Group, Inc.
 Date of Sale: December 20, 2019
 Zoning: PUD, Planned Use District
 Intended Use: 270 Units of Multi-Family Apartments (Affordable & Workforce)
 Traffic Count(s): 9,250 AADT County Rd 10 (2017); 4,900 AADT Xerxes Ave N (2019)
 Land Area: 208,652 SF or 4.79 Acres
 Density: 56.37 Units per Acre
 Sale Price: \$2,150,000
 Price per Unit: \$7,963
 Price per SF: \$10.30
 Remarks: This property was purchased for construction of an affordable apartment and workforce housing project to be built in two phases with a total of 270 units. The site was formerly a grocery store and the building improvements were razed prior to the transaction; however, the parking lot improvements were not and required removal for redevelopment. Demolition costs were estimated at \$50,000. The site is level and at street grade. Prior to the transaction closing, the zoning for this site was changed from C-2 to PUD and the Central Commercial Overlay District was removed to allow for high density residential use.

BEFORE VALUE**Sales Comparison Approach****Comparable Land Sale 2**

Location: 9320 Lyndale Ave S
 Bloomington, Minnesota
 PID(s): 09-027-24-44-0065
 Buyer: MWF Properties, LLC
 Seller: 94 Lyndale LLC
 Date of Sale: August 28, 2019
 Zoning: RM-50, Multiple-Family Residential District
 Intended Use: 81 Units of Multi-Family Apartments (Affordable)
 Traffic Count(s): 12,700 AADT Lyndale Ave S (2019); 9,200 AADT 94th Street W (2015)
 Land Area: 76,230 SF or 1.75 Acres
 Density: 46.29 Units per Acre
 Sale Price: \$1,250,000
 Price per Unit: \$15,432
 Price per SF: \$16.40
 Remarks: This property was purchased by MWF Properties, LLC for development of an 81-unit, four story affordable apartment property. The site is level and at street grade. The property is zoned RM-50, which has a density allowance of 20-50 units per acre.

BEFORE VALUE**Sales Comparison Approach****Comparable Land Sale 3**

Location: 14501 Grand Ave S
 Burnsville, Minnesota
 PID(s): 02-78200-01-010
 Buyer: Rize on Grand Acquisition LLC
 Seller: HR Burnsville Limited Partnership
 Date of Sale: June 26, 2019
 Zoning: MIX, Mixed Use District
 Intended Use: 275 Unit Multi-Family Development
 Traffic Count(s): 1,550 AADT Grand Ave S (2018); 59,000 AADT Interstate 35 (2019)
 Land Area: 352,325 SF, or 8.09 Acres
 Density: 33.99 Units per Acre
 Sale Price: \$4,125,000
 Price per Unit: \$15,000
 Price per SF: \$11.71
 Remarks: This property was purchased for construction of a five story, 275-unit market-rate apartment building. The site is gently sloping from north to south and is at street grade with Grand Avenue S. The property has good visibility from Interstate 35E. Prior to the transaction closing, the zoning for this site was changed from a business district to a mixed-use planned unit development, which allows for high density residential use. The MIX zoning district has a density allowance of 15-30 units per acre.

BEFORE VALUE**Sales Comparison Approach****Comparable Land Sale 4**

Location:	3015 Centre Pointe Dr Roseville, Minnesota
PID:	05-29-23-11-0037
Buyer:	West Real Estate and Management, Inc. & Patras LLC
Seller:	Centre Point Solutions, LLC
Date of Sale:	February 21, 2019
Zoning:	PUD, Planned Use District
Intended Use:	87 Unit Hotel
Traffic Count(s):	No ADDT Centre Pointe Dr; 97,000 AADT Interstate 35W (2019)
Land Area:	61,855 SF, or 1.42 Acres
Density:	61.27 Units per Acre
Sale Price:	\$1,020,000
Price per SF:	\$16.49
Price per Unit:	\$11,724
Remarks:	This property was purchased for construction of an 87-unit (room) hotel project. The parcel is zoned PUD, Planned Unit Development and is guided Employment Center; the site is primarily surrounded by commercial uses. The property has frontage along Interstate 35W with good visibility. The site is generally level with light tree coverage and is at street grade with Centre Pointe Dr.

BEFORE VALUE

Sales Comparison Approach



Comparable Land Sale 5

Location:	4729 Grand Avenue NE Columbia Heights, Minnesota
PID(s):	25-30-24-32-0064; -0065; -0072
Buyer:	Columbia Heights Leased Housing Associates III, LLLP (Dominium)
Seller:	Grand Central Properties, LLC
Date of Sale:	December 1, 2017
Zoning:	MXD, Mixed Use District
Intended Use:	148 Units of Multi-Family Apartments (Affordable)
Traffic Count(s):	1,150 AADT 47 th Ave NE (2016); 27,000 ADDT Central Ave NE (2019)
Land Area:	214,750 SF or 4.93 Acres
Density:	30.02 Units per Acre
Sale Price:	\$1,200,000
Price per Unit:	\$8,108
Price per SF:	\$5.59
Remarks:	This property was purchased by Dominium for construction of an affordable apartment project. This site was formerly a K-Mart store. The property had been previously planned by the seller for a second phase of condominiums, but this plan was abandoned after the first phase was complete and the 2008 recession occurred. The project will include two apartment buildings with a total of 148 units. The site is level and at street grade.

COMPARABLE LAND SALES ADJUSTMENT GRID							
Sale Data	Subject	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5	Averages
Location City, State	650, 700, & 730 10th Street NW New Brighton, MN	5801 Xerxes Ave N Brooklyn Center, MN	9320 Lyndale Ave S Bloomington, MN	14501 Grand Ave S Burnsville, MN	3015 Centre Pointe Dr Roseville, MN	4729 Grand Avenue NE Columbia Heights, MN	
Property ID No.	20-30-23-43-0008 20-30-23-43-0012 20-30-23-43-0034	03-118-21-14-0024	09-027-24-44-0065	02-78200-01-010	05-29-23-11-0037	25-30-24-32-0064 25-30-24-32-0065 25-30-24-32-0072	
Intended Use Dwelling Units DU/Acre	Apartments 51 Units 25.76	Apartments 270 Units 56.37	Apartments 81 Units 46.29	Apartments 275 Units 33.99	Hotel 87 Units 61.27	Apartments 148 Units 30.02	
Land Area	86,249 SF	208,652 SF	76,230 SF	352,325 SF	61,855 SF	214,750 SF	
Recorded Sale Price Price per SF		\$2,150,000 \$10.30	\$1,250,000 \$16.40	\$4,125,000 \$11.71	\$1,020,000 \$16.49	\$1,200,000 \$5.59	\$12.10
Transactional Adjustments							
Unadjusted Sale Price		\$2,150,000	\$1,250,000	\$4,125,000	\$1,020,000	\$1,200,000	
Property Rights	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	
Adjusted Sale Price		\$2,150,000	\$1,250,000	\$4,125,000	\$1,020,000	\$1,200,000	
Financing	Cash To Seller	Cash To Seller	Cash To Seller	Cash To Seller	Cash To Seller	Cash To Seller	
Adjusted Sale Price		\$2,150,000	\$1,250,000	\$4,125,000	\$1,020,000	\$1,200,000	
Conditions of Sale	Typical	Typical	Typical	Typical	Typical	Typical	
Adjusted Sale Price		\$2,150,000	\$1,250,000	\$4,125,000	\$1,020,000	\$1,200,000	
Special Assessments	None	None	None	None	None	None	
Adjusted Sale Price		\$2,150,000	\$1,250,000	\$4,125,000	\$1,020,000	\$1,200,000	
Other Expenditures	None	Demolition	None	None	None	None	
Adjusted Sale Price		\$2,200,000	\$1,250,000	\$4,125,000	\$1,020,000	\$1,200,000	
Market Conditions	Dec-20	Dec-19	Aug-19	Jun-19	Feb-19	Dec-17	
Adjusted Sale Price		\$2,266,000	\$1,300,000	\$4,290,000	\$1,071,000	\$1,308,000	
Adjusted Sale Price per SF		\$10.86	\$17.05	\$12.18	\$17.31	\$6.09	\$12.70
Property Adjustments							
Location	Good	Suprior	Superior	Superior	Superior	Inferior	
Zoning (Density)	R-3A	PUD	RM-50	MIX	PUD	MXD	
Size	86,249 SF	208,652 SF	76,230 SF	352,325 SF	61,855 SF	214,750 SF	
Shape	Irregular - 'U' Shaped	Generally Trapezoidal	Irregular	Irregular	Irregular	Irregular	
Terrain	Open / Generally Level	Open / Level	Open / Level	Mostly Open / Sloping	Mostly Open / Level	Open / Level	
Net Adjustment		1.04	0.81	1.04	0.77	1.20	
Indicated Subject Value per SF		\$11.29	\$13.81	\$12.67	\$13.33	\$7.31	\$11.68

BEFORE VALUE**Sales Comparison Approach****Explanation of Adjustments**

Property Rights:	We are appraising the market value of the fee simple interest in the property. All of the comparable sales involved transfers of the fee simple interest. As such, no adjustments for property rights conveyed have been made.
Financing:	All of the comparable sales resulted in cash to the seller at closing. As such, no adjustments for financing are made.
Conditions of Sale:	No conditions of sale adjustments were necessary.
Special Assessments:	No special assessments were reportedly paid by the buyers.
Other Expenditures:	Comparable 1 is the site of a former grocery store. The building improvements were razed prior to the transaction, however, the grocery store's parking lot and associated site improvements were not razed prior to the transaction and required removal for redevelopment. An adjustment of \$50,000 was added to Comparable 1 for estimated parking lot demolition and removal costs.
Market Conditions:	<p>This adjustment reflects differences in market conditions between the date of appraisal and the date the comparables sold. The date of valuation is December 4, 2020. The comparable sales occurred between December 2017 and December 2019.</p> <p>The multi-family residential land market has experienced steady growth in demand during that time. As such, the market conditions adjustment is based on a 3% annual increase from 2017 to the date of value.</p>
Location:	<p>This adjustment is based upon observations of both the subject and the comparables, and considers factors such as demand generators, the strength of rental market, surrounding land use, views, corner influence, access to major thoroughfares, and proximity to the Twin Cities central business districts.</p> <p>Comparable 1 was deemed, on balance, to have similar locational attributes as compared to the subject, and no adjustment was applied.</p>

BEFORE VALUE**Sales Comparison Approach****Explanation of Adjustments**

Location (Continued):	<p>Comparable 2 was deemed to have superior locational attributes as compared to the subject and a 10% downward adjustment was applied for a stronger rental market and superior demand generators.</p> <p>Comparables 3 and 4 were also deemed, on balance, to have superior locational attributes, including stronger rental markets and superior surrounding land uses, as compared to the subject and each comparable was given a downward adjustment of 5%.</p> <p>Comparable 5, while closest in proximity to the subject, was deemed to have inferior locational attributes and was given an upward adjustment of 10%.</p>
Zoning (Density):	<p>All of the comparable sales, except Comparable 4, have zoning and/or future land use guiding that allows for high density residential development similar to the subject. However, the subject's zoning code allows a maximum building height of only 2½ stories, or 30 feet, whichever is less.</p> <p>All the comparable sales were developed with buildings of 3 or more stories, which affords a higher density allowance per acre. However, Comparables 1 and 2 have significantly higher densities and a downward adjustment of 5% for superior density as compared to the subject, is applied to each comparable.</p> <p>Comparable 4 is zoned PUD, Planned Unit Development and was developed with an 87-unit (room) hotel; this equates to a density allowance of 61.27 units per acre. It is noted that motels are a permitted use in the subject's R3-A zoning district and Comparable 4 was included in this analysis due to its proximity to the subject, its site size in comparison to the subject, and its frontage along Interstate 35W, which is similar to the subject's frontage along Interstate 694. A downward adjustment of 5% was also applied to Comparable 4 for superior zoning/density in this analysis.</p>

BEFORE VALUE**Sales Comparison Approach****Explanation of Adjustments**

Zoning (Density
(Continued):

No adjustments were applied to Comparables 3 and 5 for zoning/density as compared to the subject.

Size:

The subject site of this report is comprised of three parcels with a total gross land area of 86,249 SF (1.98-acres). Typically, a smaller site will sell for a higher price per SF than a larger one, all else being equal. The comparable sales bracket the subject's size and range from 61,885 SF to 352,325 SF in size.

Comparables 1 (208,652 SF), 3 (352,325 SF), and 5 (214,750 SF) were each given an upward adjustment of 15% for their larger sizes as compared to the subject. Comparable 2 (76,230 SF) is considered similar in size to the subject and no adjustment was applied. Comparable 4 (61,855 SF) was given a downward adjustment of 10% for its smaller size.

Shape:

As discussed previously, the subject's site is comprised of three parcels. The combined site is irregular in shape; furthermore, the subject's irregular shape is effectively 'U' shaped, which could create inefficiencies or constrain development somewhat were the subject site only vacant land.

All of the comparables have shapes that would not cause inefficiencies or constraints in developing the sites, and therefore, a downward adjustment of 5% was applied to each comparable.

Terrain:

The subject is mostly open and generally level. Overall, the topography is conducive to multi-family development. The comparable sales have terrain features that are also conducive to multi-family residential development. Therefore, no adjustments are warranted.

Summary of Analysis

The five comparable sales range in unadjusted unit price from \$5.59 per SF to \$16.49 per SF, with an average of \$12.10 per SF and a median of \$11.71 per SF. After the adjustment process, the five comparable sales range in unit price from \$7.31 per SF to \$13.81 per SF, with an average of \$11.68 per SF and a median of \$12.67 per SF.

BEFORE VALUE**Sales Comparison Approach****Summary of Analysis**

All the comparables are deemed similar in various attributes to the subject. However, primary consideration was given to Comparables 1 and 2. Comparable 1 is located in the northern portion of the Twin Cities metropolitan area, similar to the subject, and is the most recent sale; however, Comparable 1 is larger in size (208,652 SF). Comparable 2 is the closest sale in size (76,230 SF) to the subject (86,249 SF) and is the second most recent sale. However, Comparable 2 was deemed to have superior locational attributes as compared to the subject.

Secondary consideration was given to Comparables 3, 4, and 5. Comparable 3 sold in June of 2019, was deemed to have slightly superior locational attributes, and is much larger in size (352,325 SF) than the subject. As previously discussed, Comparable 4 is zoned PUD, Planned Unit Development and was developed with an 87-unit (room) hotel; which equates to a density allowance of 61.27 units per acre. However, motels are a permitted use in the subject's R3-A zoning district and Comparable 4 was included in this analysis due to its proximity to the subject, its site size in comparison to the subject, and its frontage along Interstate 35W, which is similar to the subject's frontage along Interstate 694. Comparable 5 is the closest sale in proximity to the subject but was deemed to have inferior locational attributes as compared to the subject; furthermore, Comparable 5 is the oldest sale (December 2017) and is larger in size (214,750 SF).

Given the above, the market value of the subject land, as of December 4, 2020, is estimated to be \$12.00 per SF. As such, the total market value of the subject land in the before condition is estimated as follows:

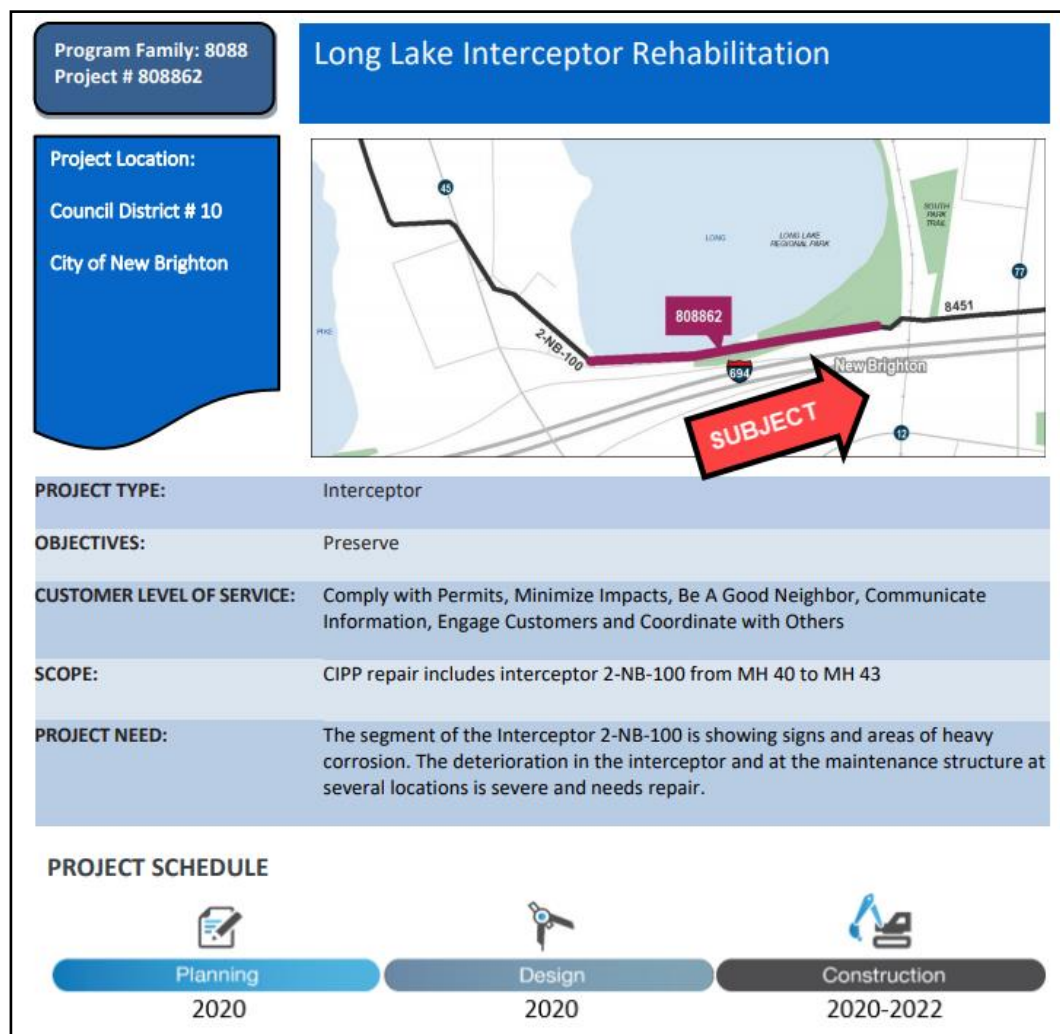
$$86,249 \text{ SF} \times \$12.00 \text{ per SF} = \$1,034,988$$

Rounded to **\$1,035,000**

On a price per unit basis, the subject's before land value conclusion of \$1,035,000 equates to \$20,294 per unit.

DESCRIPTION OF PROJECT AND ACQUISITION

The City of New Brighton and Metropolitan Council Environmental Services (MCES) are planning to rehabilitate existing interceptor facilities to ensure reliable service. The St. Paul Interceptor System Rehabilitation Program was developed to address areas of severe corrosion to the interceptor sewer systems in St. Paul and surrounding suburbs. Internal corrosion of concrete sewer pipes and structures can create structural weakness that creates a risk for collapse and potential loss of service, or wastewater spills. Several projects have been identified as part of St. Paul Interceptor System Rehabilitation Program. The subject property is recognized as part of the Long Lake Interceptor Rehabilitation (MCES Project #828862). Where possible, existing sewers are to be rehabilitated by using trenchless means, such as cured-in-place pipe or slip lining.



DESCRIPTION OF PROJECT AND ACQUISITION

As part of the construction project, the City of New Brighton has proposed a partial acquisition of the subject property. The proposed acquisition includes a temporary access easement and a temporary construction easement. Furthermore, the temporary construction easement will result in the temporary loss of six (6) parking stalls. The duration of the temporary easements will be for a period of approximately nine months, commencing on October 1, 2021 and expiring June 30, 2022.

The temporary access easement totals 3,225 SF, or approximately 3.74% of the subject site, and is necessary to provide the contractor a route from 10th Street NW to the work area on the parcel adjacent to the east of the subject. The temporary construction easement totals 522 SF of land, or approximately 0.61% of the subject site, and is necessary for material and equipment storage.

As previously discussed, only tax parcel 20-30-23-43-0008 (650 10th Street NW) is impacted by the acquisition. The temporary easement areas are entirely located within the subject's parking lot and are improved with bituminous paving. Parcel sketches depicting the temporary easements are located on the following pages. Furthermore, a project work map and survey for the subject property can be seen in the Addenda.

Based on the parcel sketches and inspection of the subject site, there does not appear to be impacted site improvements, other than bituminous paving, located within the proposed temporary easement areas. As previously discussed, it is assumed that any damaged site improvements, including driveways and lawn areas, that lie within the temporary easement areas will be repaired or replaced by the City of New Brighton to a state generally similar to that which existed before the project.

Lastly, it is assumed that reasonable, continuous access will be maintained throughout the project, and there will be no on-site disturbances outside easement areas. Furthermore, construction of the project does not interfere with the sale or marketability of the subject.

A construction schedule for the project, as of the effective appraisal date, is located on the following page.

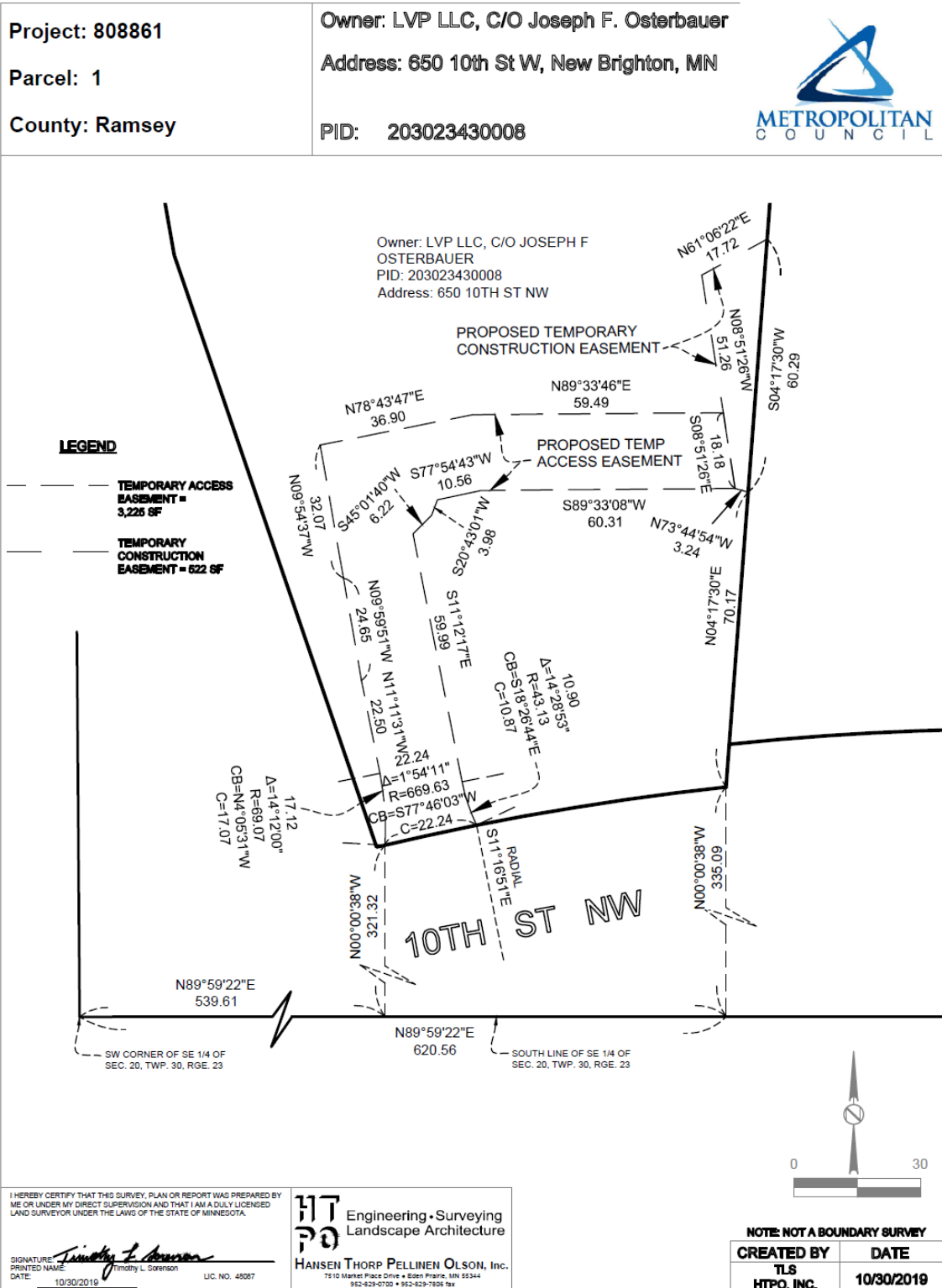
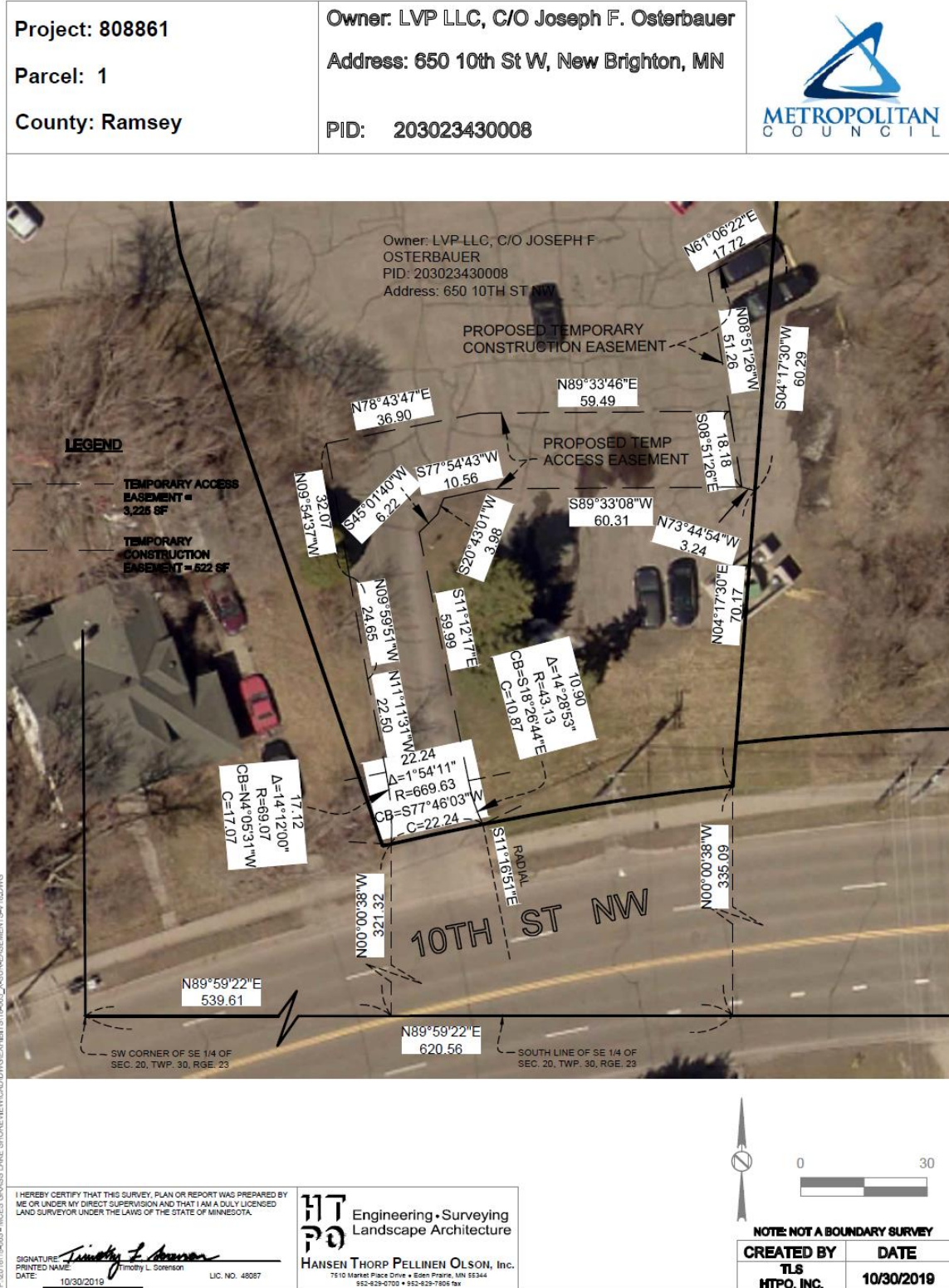







EXHIBIT A**PARCEL SKETCH**

EXHIBIT A



PARCEL SKETCH WITH AERIAL OVERLAY

EXHIBIT A APPENDIX

Project: 808861 Parcel: 1 County: Ramsey	Owner: LVP LLC, C/O Joseph F. Osterbauer Address: 650 10th St W, New Brighton, MN PID: 203023430008								
<p align="center"><u>PROPOSED TEMPORARY ACCESS EASEMENT</u></p> <p>A tract of land in the southeast 1/4 of Section 20, Township 30, Range 23, Ramsey County, Minnesota described as follows: Beginning at the intersection of the westerly right-of-way line of the Minnesota Transfer Railway and the southerly boundary of State Trunk Highway No. 100; thence south 4 degrees, 16 minutes 01 seconds west along said right-of-way line 238.15 feet to the northerly boundary of Tenth Street Northwest; thence southwesterly along said northerly boundary on a curve to the left, having a radius of 669.63 feet; (chord bearing south 80 degrees, 13 minutes, 03 seconds west), 84.25 feet; thence north 18 degrees, 53 minutes west, 148.56 feet; thence north 9 degrees, 52 minutes, 20 seconds west, 86.45 feet to the southerly boundary of said highway; thence northeasterly along said southerly boundary on a curve to the right having a radius of 5654.58 feet, 165.64 feet to the point of beginning.</p> <p>A temporary easement for access purposes over and across the above described property, described as follows:</p> <p>Commencing at the southwest corner of said southeast 1/4 of Section 20; thence North 89 degrees 59 minutes 22 seconds East, along the south line of said southeast 1/4, a distance of 539.61 feet; thence North 00 degrees 00 minutes 38 seconds West a distance of 321.32 feet to the northerly right of way line of 10th Street Northwest, the point of beginning of said easement to be described; thence northerly a distance of 17.12 feet along a non-tangential curve, concave to the west, having a radius of 69.07 feet, a central angle of 14 degrees 12 minutes 00 seconds, and a chord bearing of North 04 degrees 05 minutes 31 seconds West; thence North 11 degrees 11 minutes 31 seconds West, tangent to said curve, a distance of 22.50 feet; thence North 09 degrees 59 minutes 51 seconds West a distance of 24.65 feet; thence North 09 degrees 54 minutes 37 seconds West a distance of 32.07 feet; thence North 78 degrees 43 minutes 47 second East a distance of 36.90 feet; thence North 89 degrees 33 minutes 46 seconds East a distance of 59.49 feet; thence South 08 degrees 51 minutes 26 seconds East a distance of 18.18 feet; thence South 89 degrees 33 minutes 08 seconds West a distance of 60.31 feet; thence South 77 degrees 54 minutes 43 seconds West a distance of 10.56 feet; thence South 20 degrees 43 minutes 01 second West a distance of 3.98 feet; thence South 45 degrees 01 minute 40 seconds West a distance of 6.22 feet; thence South 11 degrees 12 minutes 17 seconds East a distance of 59.99 feet; thence southerly a distance of 10.90 feet along a tangential curve, concave to the east, having a radius of 43.13 feet, a central angle of 14 degrees 28 minutes 53 seconds, to said northerly right of way line of 10th Street Northwest; thence westerly along said northerly right of way line a distance of 22.24 feet, having a radius of 669.63 feet, a central angle of 01 degree 54 minutes 11 seconds, and a chord bearing of South 77 degrees 46 minutes 03 seconds West, to the point of beginning.</p> <p><u>PROPOSED TEMPORARY CONSTRUCTION EASEMENT</u></p> <p>A tract of land in the southeast 1/4 of Section 20, Township 30, Range 23, Ramsey County, Minnesota described as follows: Beginning at the intersection of the westerly right-of-way line of the Minnesota Transfer Railway and the southerly boundary of State Trunk Highway No. 100; thence south 4 degrees, 16 minutes 01 seconds west along said right-of-way line 238.15 feet to the northerly boundary of Tenth Street Northwest; thence southwesterly along said northerly boundary on a curve to the left, having a radius of 669.63 feet; (chord bearing south 80 degrees, 13 minutes, 03 seconds west), 84.25 feet; thence north 18 degrees, 53 minutes west, 148.56 feet; thence north 9 degrees, 52 minutes, 20 seconds west, 86.45 feet to the southerly boundary of said highway; thence northeasterly along said southerly boundary on a curve to the right having a radius of 5654.58 feet, 165.64 feet to the point of beginning.</p> <p>A temporary easement for construction purposes over, under, and across that part of the above described property, described as follows:</p> <p>Commencing at the southwest corner of said southeast 1/4 of Section 20; thence North 89 degrees 59 minutes 22 seconds East, along the south line of said southeast 1/4, a distance of 620.56 feet; thence North 00 degrees 00 minutes 38 seconds West a distance of 335.09 feet to the northerly right of way line of 10th Street Northwest; thence North 04 degrees 17 minutes 30 seconds East, along the easterly line of the above described parcel, a distance of 70.17 feet to the point of beginning of said easement to be described; thence North 73 degrees 44 minutes 54 seconds West a distance of 3.24; thence North 08 degrees 51 minutes 26 seconds West a distance of 51.26 feet; thence North 61 degrees 06 minutes 22 seconds East a distance of 17.72 feet to said easterly line of the above described parcel; thence South 04 degrees 17 minutes 30 seconds West, along said easterly line of the above described parcel, a distance of 60.29 feet to the point of beginning.</p> <table border="1"> <tr> <td data-bbox="272 1738 613 1858"> 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. SIGNATURE:  PRINTED NAME: Timothy L. Sorenson DATE: 10/30/2019 U.C. NO. 48087 </td> <td data-bbox="613 1738 889 1858">  HANSEN THORP PELLINEN OLSON, INC. 7910 Market Place Drive • Eden Prairie, MN 55344 952-929-0700 • 952-929-7806 fax </td> <td data-bbox="1149 1801 1409 1858"> <table border="1"> <tr> <th>DRAFTED BY</th> <th>DATE</th> </tr> <tr> <td>TLS HTPO, INC.</td> <td>10/30/2019</td> </tr> </table> </td> </tr> </table>			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. SIGNATURE:  PRINTED NAME: Timothy L. Sorenson DATE: 10/30/2019 U.C. NO. 48087	 HANSEN THORP PELLINEN OLSON, INC. 7910 Market Place Drive • Eden Prairie, MN 55344 952-929-0700 • 952-929-7806 fax	<table border="1"> <tr> <th>DRAFTED BY</th> <th>DATE</th> </tr> <tr> <td>TLS HTPO, INC.</td> <td>10/30/2019</td> </tr> </table>	DRAFTED BY	DATE	TLS HTPO, INC.	10/30/2019
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. SIGNATURE:  PRINTED NAME: Timothy L. Sorenson DATE: 10/30/2019 U.C. NO. 48087	 HANSEN THORP PELLINEN OLSON, INC. 7910 Market Place Drive • Eden Prairie, MN 55344 952-929-0700 • 952-929-7806 fax	<table border="1"> <tr> <th>DRAFTED BY</th> <th>DATE</th> </tr> <tr> <td>TLS HTPO, INC.</td> <td>10/30/2019</td> </tr> </table>	DRAFTED BY	DATE	TLS HTPO, INC.	10/30/2019			
DRAFTED BY	DATE								
TLS HTPO, INC.	10/30/2019								

AFTER VALUE

In the after condition, we will again value the subject land. The after value will be based on the following described property.

Site Description

Gross Parcel Size:	Same as in the Before Condition
Shape:	Same as in the Before Condition
Frontage:	Same as in the Before Condition
Access:	Same as in the Before Condition
Traffic Counts:	Assumed to be effectively the same as in the Before Condition
Terrain:	Same as in the Before Condition
Soil Conditions:	Same as in the Before Condition
Flood Hazard:	Same as in the Before Condition
Utilities:	Same as in the Before Condition
Easements/ Encumbrances:	In addition to the easements that existed in the before condition, if any, the subject will also be encumbered a 3,225 SF temporary access easement and a 522 SF temporary construction easement for nine months between October 1, 2021, and June 30, 2022, in the after condition.
Site Improvements:	Assumed to be effectively the same as in the Before Condition
Encroachments:	Assumed to be effectively the same as in the Before Condition

Improvement Description

The proposed partial acquisition does not directly impact the subject's building improvements. As such, the physical attributes of the buildings are the same in the after condition as they are in the before condition.

AFTER VALUE**Highest and Best Use**As Vacant

Same as in the Before Condition

As Improved

Same as in the Before Condition

Exposure and Marketing Time

Same as in the Before Condition

Appraisal Procedures and Techniques

As in the before valuation, the subject land will be valued utilizing the sales comparison approach to value.

Sales Comparison Approach

In the After Value analysis, the subject property's size is the same as in the before condition. Furthermore, the highest and best use of the subject remains unchanged in the after condition. Therefore, the same comparable sales are used in the after condition as were used in the before condition to estimate the value of the subject property. The comparable land sales grid and narrative analysis are located in the Before Value section of this report.

In the Before Value, the land value was estimated at \$12.00 per SF or \$20,294 per unit. The majority of other site attributes, including zoning, shape, soils, utilities and overall terrain features, remain unchanged as a result of the acquisition. Therefore, we conclude to the same unit value of \$12.00 per SF for the subject land in the after condition.

Thus:

$$86,249 \text{ SF} \times \$12.00 \text{ per SF} = \$1,034,988$$

Rounded to **\$1,035,000**

AFTER VALUE

Temporary Easements

The next items to consider are the temporary access easement and the temporary construction easement. The proposed temporary access easement totals 3,225 SF and is necessary to provide the contractor a route from 10th Street NW to the work area. The proposed temporary construction easement totals 522 SF of land and is necessary for material and equipment storage. As previously discussed, only tax parcel 20-30-23-43-0008 (650 10th Street NW) is impacted by the acquisition. The temporary easement areas are entirely located within the subject's parking lot and are improved with bituminous paving. As previously discussed, some of the subject site improvements along the property's eastern boundary, such as bituminous paving, parking blocks, trash enclosure, and park-style grill encroach on to the adjacent parcel to the east.

A temporary easement is typically viewed as a loss in potential rental income or return to the land. A common technique for estimating the value of temporary easements is the "lost rent concept." Using this method, a fair rent is paid to the land area within the easement, for the duration of the easement.

As previously discussed, the term for the temporary easements is nine months, and the City of New Brighton has reserved a period of time between October 1, 2021 and June 30, 2022, during which it may utilize the temporary access easement and the temporary construction easement. Therefore, since the temporary easement term is the same for both the temporary access easement and the temporary construction easement, the land areas within each temporary easement can be combined for calculation purposes, as follows:

Temporary Access Easement	3,225 SF
Temporary Construction Easement	<u>522 SF</u>
Total Land Area within Temporary Easements	3,747 SF

As shown above, the proposed temporary easements will encumber a total of 3,747 SF of land, which is approximately 4.34% of the subject site in the after condition. As previously discussed, we have valued the subject's land area on the previous pages at \$12.00 per SF. Thus, the after unit land value of \$12.00 per SF is utilized for calculating

AFTER VALUE**Temporary Easements**

compensation for the proposed temporary easements. Typically, the temporary easement value is discounted to a present value.

The market value of the affected land within the combined temporary easement area is estimated as follows:

$$3,747 \text{ SF} \times \$12.00 \text{ per SF} = \$44,964.00$$

In the appraisers' opinion, a reasonable annual rental rate is 10% of the fee value of the land affected by the proposed temporary easements. This rate includes reimbursement for property taxes paid by the owner during this time period. Next, using a 10% annual return, the annual rent attributable to this area is calculated at \$4,496.40. Based on a nine-month temporary easement term, compensation for the area encumbered is calculated as follows:

Annual Market Rent	\$4,496.40
Divided by 12 Months	<u>÷ 12</u>
Monthly Market Rent	\$ 374.70
Multiplied by 9 Months	<u>x 9</u>
Total	\$3,372.30
Rounded to	\$3,400.00

Temporary Parking Loss

In addition, the temporary easements will prevent the use of six parking spaces along the eastern boundary of the subject's parking lot, which may cause disruption to normal activities for the subject's tenants, especially for tenants residing in the subject's eastern most apartment building. For this reason, the subject may experience a temporary loss in rental income, by increased vacancy and/or rent concessions during the period when the six parking spaces are unavailable for use.

As previously discussed, the subject's current use is permitted under the City's R-3A zoning ordinance and the subject appears to be a legal, non-conforming property in

AFTER VALUE**Temporary Parking Loss**

regard to the number of required parking spaces under the current zoning ordinance for new multi-family housing projects. Based on aerial imagery and the appraisers' inspection of the subject site, the subject has 76 off-street surface parking spaces and 13 detached garage spaces, for a total of 89 parking spaces. Current zoning requirements for the number of parking stalls of a new multi-family use would require the subject property, with 51 units, to have 133 parking stalls. As such, the subject has 66.92% of the required stalls. Additionally, based on surveying other apartment of similar age in the subject's neighborhood, the subject's current parking ratio appears to be in-line with other multi-family properties with similar density and were constructed around the same time.

The potential temporary loss of six parking spaces may reduce the subject's parking from 89 spaces to 83 spaces during the nine-month period of use for the temporary easements. The six parking spaces equate to 6.74% of the subject's 89 total parking spaces. The eastern-most boundary of the parking lot may be affected by the temporary loss of parking, and the potential temporary loss of six parking spaces could primarily affect the 650 and 700 buildings. Outside of normal business hours, reportedly, the parking lot is usually at or near capacity and the temporary loss of six parking spaces will most likely affect the tenants and/or the number of available guest parking spaces available.

In general, a higher parking ratio may positively impact the occupancy that can be achieved. Conversely, as parking levels decline and parking becomes scarce, the occupancy can be negatively impacted. At a certain point, a multi-family property may not have sufficient parking levels to accommodate the property to achieve at-market occupancy levels. The subject's parking levels are below current zoning requirements for new multi-family housing projects, and the loss of six parking spaces further reduces the subject's parking ratio below market standards.

According to Ramsey County, the subject property is comprised of 15 one-bedroom units and 36 two-bedroom units. Given the above, and recognizing that there will not be a 100% rent loss, the appraisers estimate that the annual rental income for the 650 and 700 buildings may be reduced at modest rate of 1.0% to 2.0% during the temporary

AFTER VALUE**Temporary Parking Loss**

easement term. The appraisers have reconciled to a 1.5% reduction of the subject's annual rental income for buildings 650 and 700. This potential loss of rent will likely come in the form of rent concessions during the nine-month period of the temporary easements.

Therefore, compensation for the temporary loss of six parking spaces during the nine-month period is calculated as a potential loss in rental income for 34 units located in buildings 650 and 700. Based on market rents retained in our file, and considering asking rents for the subject's 1- and 2-bedroom units, we estimate the following average monthly rental rates for the subject.

1 Bedroom Units:	\$ 950
2 Bedroom Units:	\$1,100

Utilizing the monthly rental rates above, the subject's annual market rent for 34 units located in buildings 650 and 700 is estimated as follows:

1 Bedroom Units:	\$ 950 x 10 =	\$ 9,500 x 12 months =	\$114,000
2 Bedroom Units:	\$1,100 x 24 =	\$26,400 x 12 months =	<u>\$316,800</u>
		Annual Market Rent	\$430,800

As such, compensation due to the loss of up to six parking stalls during the nine-month temporary easement period is estimated as follows:

Annual Market Rent	\$ 430,800
x 1.5% Lost Rent Factor	<u>x 1.5%</u>
Annual Lost Rent	
From Reduced Parking	\$ 6,462
Divided by 12 Months	<u>÷ 12</u>
Monthly Lost Market Rent	\$ 538.50
Multiplied by 9 Months	<u>x 9</u>
Temporary Parking Impact	\$4,846.50
Rounded to	\$4,900.00

AFTER VALUE**Affected Site Improvements**

Additionally, there are site improvements that are affected by the proposed acquisition. Based on the parcel sketches and the appraisers' inspection of the subject site, these improvements include bituminous paving on or near the acquisition area that will be impacted by the reconstruction project. Furthermore, as previously discussed, some of the subject site improvements along the property's eastern boundary, such as bituminous paving, parking blocks, trash enclosure, and park-style grill encroach on to the adjacent parcel to the east; it is assumed that these site improvements will be worked around, repaired, or replaced, if damaged or removed, by the City of New Brighton and/or its contractors to a state generally similar to that which existed before the project.

Bituminous Paving

Based on the parcel sketches and the inspection of the subject site, the appraisers estimate that the entirety of the proposed temporary easement areas is improved with bituminous paving. However, it is assumed that any damaged site improvements, including driveways and lawn areas, that lie within the temporary easement areas will be repaired or replaced by the City of New Brighton to a state generally similar to that which existed before the project.

Summary – Affected Site Improvements

As such, we have concluded to no additional damages, or compensation, for site improvements affected by the reconstruction project.

FINAL SUMMATION

Based on the preceding data and analysis, the appraisers' final summation of damages to the subject property, as of December 4, 2020, is presented as follows:

Land Value Before the Acquisition	\$1,035,000
Land Value After the Acquisition	<u>\$1,035,000</u>
Indicated Permanent Damages	\$ 0
Plus: Temporary Easements	\$ 3,400
Plus: Temporary Parking Loss	<u>\$ 4,900</u>
Recommended Compensation	\$ 8,300

ADDENDA

EXHIBIT 1

Subject Property Work Map

(Page 66)

GENERAL NOTES:

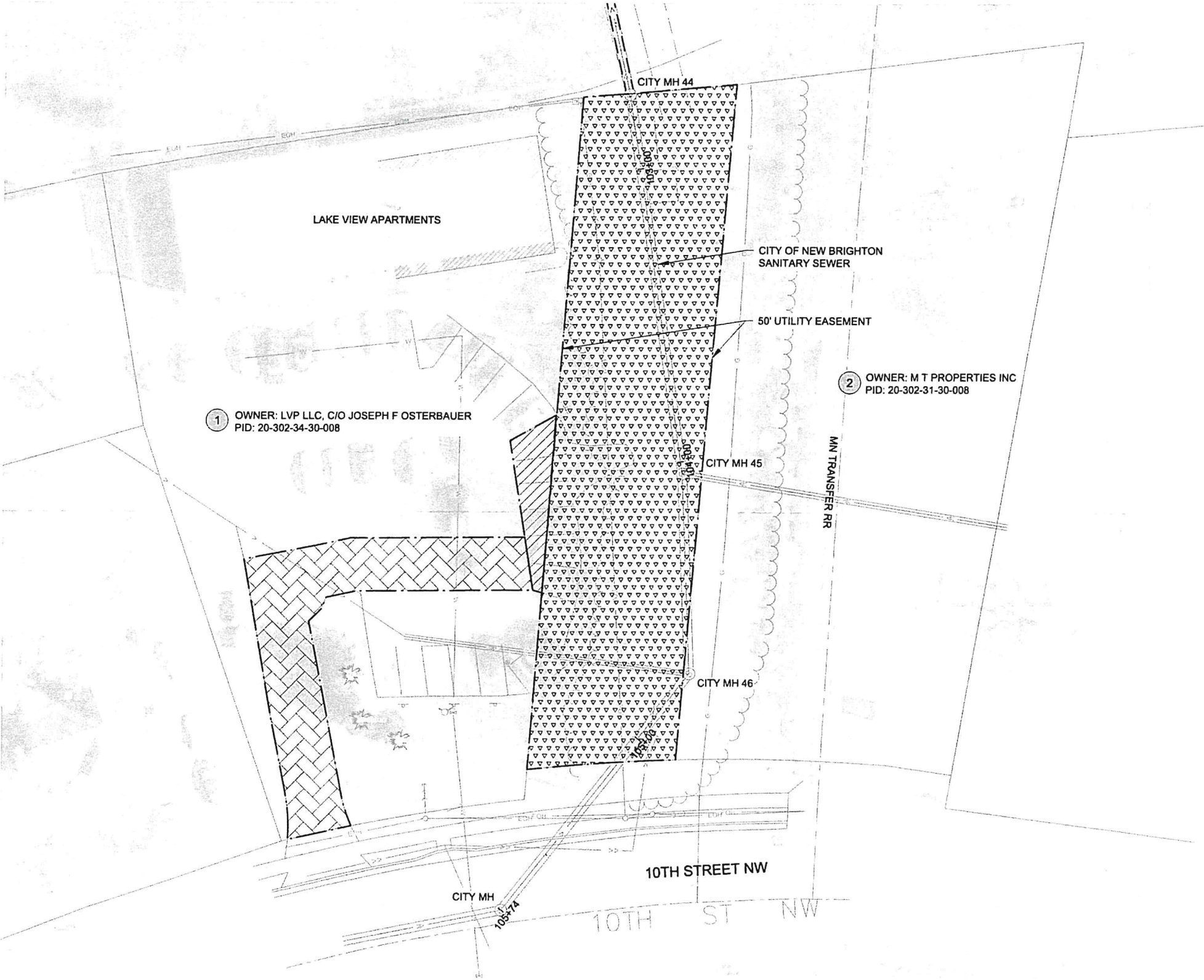
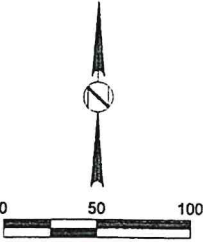
- 1. HORIZONTAL DATUM: RAMSEY C 66
 - 2. VERTICAL DATUM NAVD 83
 - 3. EXISTING EASEMENTS, PROPERTY LINES, AND RIGHT OF WAYS SHOWN ARE BASED ON HTPO RECORDS RESEARCH DRAWINGS.
 - 4. MCES EASEMENTS ARE LOCATED WITHIN THE CONSTRUCTION LIMITS UNLESS OTHERWISE NOTED.
- *SF AREAS ARE ESTIMATES THAT WILL BE FINALIZED ON THE EASEMENT DESCRIPTIONS/SKETCHES.

PARCEL OWNER	1
	LVP LLC, C/O JOSEPH F OSTERBAUER
PID NUMBER	20-302-34-30-008
ENTIRE PARCEL	29934 SF
NEW TEMPORARY ACCESS EASEMENT	3222 SF
NEW TEMPORARY CONSTRUCTION EASEMENT	522 SF

PARCEL OWNER	2
	M T PROPERTIES INC
PID NUMBER	20-302-31-30-008
ENTIRE PARCEL	36807 SF
EXISTING UTILITY EASEMENT	11652 SF

LEGEND:

- TEMPORARY CONSTRUCTION EASEMENT
- ACCESS EASEMENT
- NEW BRIGHTON UTILITY EASEMENT



Q:\METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES\GRASS LAKE-LONG LAKE SEWER REH-15P013B\FIG-1.DWG
PLOT DATE: 9/25/2018 5:29 AM
MODIFIED: 9/25/2018 5:10 AM

DESIGNED	AMJ
DRAWN	PRW
CHECKED	WJJ
DATE	DATE
BY	BY
REVISIONS	REVISIONS

DESIGNED	AMJ
DRAWN	PRW
CHECKED	WJJ
DATE	DATE
BY	BY
REVISIONS	REVISIONS

Foth
Foth Infrastructure & Environment, LLC
Eagle Point II
8550 Hudson Boulevard North, Suite 105
Lake Elmo, MN 55042
Phone: 651-288-8550 Fax: 651-288-8551

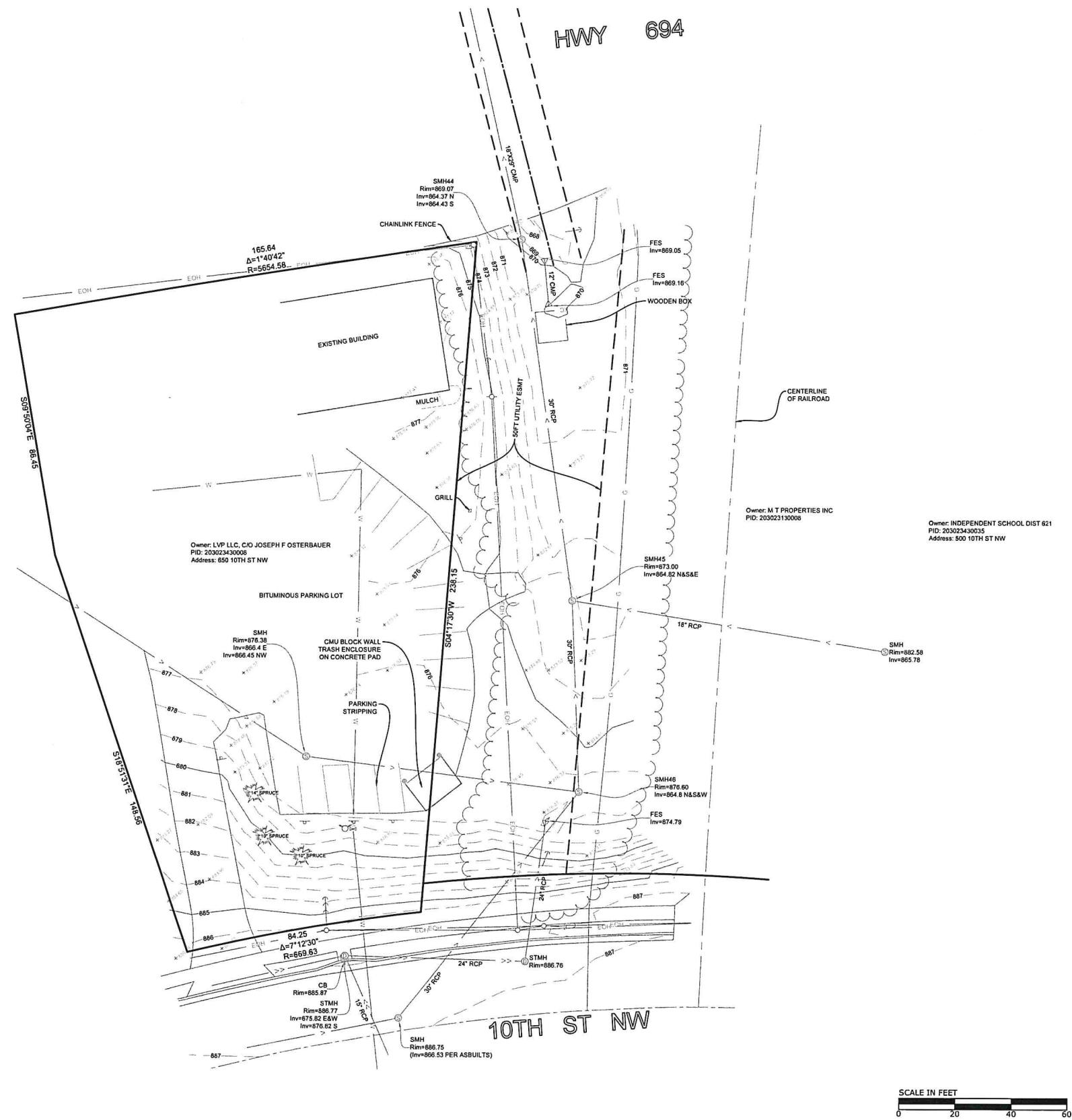
PROJECT	PROJECT NUMBER
FILE NAME	FIG-1

LONG LAKE INTERCEPTOR REHABILITATION
2-NB-100 AND 8451
WORK MAP

EXHIBIT 2

Subject Property Work Map - Survey

(Page 68)



Description of Property Surveyed

PART OF EX A 10.37 FT BY 72.03 FT TRACT IN NE 1/4 & EX BUTCHER'S SPUR LYING SELY OF A L DESC AS COM AT THE INTERSECTION OF THE NELY R/W L OF BUTCHER'S SPUR WITH THE N L OF THE S 200 FT OF NW 1/4 OF NE 1/4 THENCE NLY ALONG SD NELY R/W L TO THE INTERSECTION WITH THE ELY L OF THE MAIN LINE R/W OF MN TRANSFER RAILWAY CO SD FT BEING FT OF BEG OF SD L THENCE SLY TO THE INTERSECTION OF THE N L OF THE S 200 FT OF SD NW 1/4 OF NE 1/4 A DIST OF 9 FT E OF THE CL OF THE MAIN TRACK AND SD L THERE TERM; THE MAIN LINE R/W OF MN TRANSFER RAIL WAY CO IN SEC 20 (SUB TO ESPTS) ALL IN SEC 20 TN 30 RN 23

AND

PART OF BEG ON SLY L OF HWY 100 AND W L OF RY R/W TH SLY ON SD RY R/W TO NLY L OF 10TH ST NW TH WLY ON SD ST L 84 25/100 FT TH N 18 DEG 53 MIN W 150 FT TH N 9 DEG 52 MIN 20 SEC W TO SD HWY L TH ELY THEREON TO BEG IN SE 1/4 OF SEC 20 TN 30 RN 23

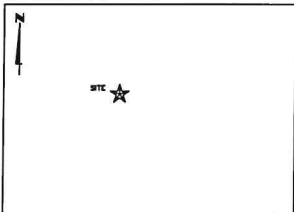
General Survey Notes

1. All distances are in US survey feet.
2. Bearings are based on the Ramsey County Coordinate System (NAD83-66AdJ).
3. The description of property surveyed is per the Ramsey County Property and Tax Map.
4. Site Address: 10TH ST NW, NEW BRIGHTON, MN.
5. This survey was prepared for the purpose of showing the existing conditions for site development.
6. Elevations are based on MN/DOT Geodetic Station 6285 V DISK, which has an elevation of 979.58 feet (NAVD88). Benchmarks for the site are the top nut of hydrant (TNH) at Rose Lane and 12th Ave NW which has an elevation of 896.81 feet and the TNH at the cul-de-sac of 12th Terrace NW which has an elevation of 877.13 feet.
7. The subsurface utility information in this plan is Utility Quality Level "C". This Utility Quality Level was determined according to the guidelines of CI-ASCE 38-02, entitled "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."
8. Please note this survey was prepared without the benefit of a Title Commitment. There may be easements of record that are not shown hereon.

LINETYPE & SYMBOL LEGEND

	PROPERTY LINE		BOLLARD
	RIGHT OF WAY		SIGN
	EASEMENT		POWER POLE
	ACCESS		GUYWIRE
	EDGE OF WATER		CABLE TV BOX
	FENCE		HYDRANT
	LANDSCAPE EDGE		WATER VALVE
	TREE LINE		FLARED END SECTION
	OVERHEAD UTILITY		STORM MANHOLE
	GAS MAIN		SANITARY MANHOLE
	WATER MAIN		
	SANITARY SEWER		
	STORM SEWER		
	TNH TOP NUT OF HYDRANT		DECIDUOUS TREE
	RCP REINFORCED CONCRETE PIPE		CONIFEROUS TREE

VICINITY MAP



CONTINGENT AND LIMITING CONDITIONS

(Pages 70-71)

CONTINGENT AND LIMITING CONDITIONS

The value estimates and conclusions in the appraisal are made subject to these assumptions and conditions:

1. No title search has been made and the reader should consult an appropriate attorney or title insurance company for accurate ownership data. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The legal description, furnished or otherwise, is assumed to be correct. No responsibility is assumed for the legal description or for matters including legal or title considerations.
3. The information contained in this report is not guaranteed, but it has been gathered from reliable sources. The appraiser(s) certify that, to the best of their knowledge and belief, the statements, information and materials contained in the appraisal are correct.
4. All value estimates in this report assume stable soil and any necessary soil corrections are to be made at the seller's expense, unless otherwise noted.
5. The site plan, if any, in this report is included to assist the reader in visualizing the property, but we assume no responsibility for its accuracy.
6. The market value herein assigned is based on conditions which were applicable as of the effective date of appraisal, unless otherwise noted.
7. The appraiser(s) who signed this report shall not be required to prepare for, or appear in court, or before any board or governmental body by the reason of the completion of this assignment without predetermined arrangements and agreements.
8. Surveys, plans and sketches may have been provided in this report. They may not be complete or be drawn exactly to scale.
9. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person, other than the party to whom it is addressed, without the written consent of the appraiser, and in any event only with properly written qualification and only in its entirety.
10. Information in the appraisal relating to comparable market data is more fully documented in the confidential file in the office of the appraiser.
11. All studies and field notes will be secured in our files for future reference.
12. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in the appraisal report. It is assumed that the utilization of the land and any improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted within the report.

CONTINGENT AND LIMITING CONDITIONS
(CONTINUED)

13. The distribution of the total valuation in this report between land and any improvements, if stated, applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.
14. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless non-compliance is stated, defined and considered in the appraisal report.
15. The appraiser(s) was not aware of the presence of soil contamination on the subject property, unless otherwise noted in this appraisal report. The effect upon market value, due to contamination was not considered in this appraisal, unless otherwise stated.
16. The appraiser(s) was not aware of the presence of asbestos or other toxic contaminants in any building(s) located on the site, unless otherwise noted in this report. The effect upon market value, due to contamination was not considered in this appraisal, unless otherwise stated.
17. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser(s) has no knowledge of the existence of such materials on or in the property. The appraiser(s), however, is not qualified to detect such substances. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
18. The value stated in this report is fee simple, assuming responsible ownership and management, unless otherwise indicated. This appraisal recognizes that available financing is a major consideration by typical purchasers of real estate in the market, and the appraiser(s) assumes that financing is or was made available to purchasers of property described herein.
19. The appraiser(s) has neither present nor contemplated interest in the property appraised and employment is not contingent upon the value reported.
20. Unless otherwise stated in this report, the appraiser(s) have not made a survey or analysis to determine whether any buildings on the property are in compliance with "The Americans with Disabilities Act" (ADA). If the property is not in compliance with the ADA, it could have a negative effect on the value of the property.
21. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

APPRAISER QUALIFICATIONS

(Pages 73-75)

QUALIFICATIONS OF

CRAIG A. CHRISTIANSON

PROFESSIONAL AFFILIATIONS

Candidate for Designation, Appraisal Institute

Certified General Real Property Appraiser, Minnesota License No. 40189696
 Real Estate Broker, Minnesota License No. 40650600
 Minnesota Commercial Association of Realtors (MNCAR) Member
 National Association of Realtors (NAR) Member
 Senior Accredited Minnesota Assessor (SAMA), License No. 3306 – expired
 St. Cloud State Real Estate Alumni Association Member

BUSINESS EXPERIENCE

Patchin Messner Valuation Counselors, Associate Appraiser, July, 2019 to Present
 Chadwick Appraisals, Certified General Appraiser, 2014 to 2019
 CC's Real Estate Services, LLC – Owner, Manager – 2013 to present
 Ramsey County Assessor's Office, Appraiser, 2007 to 2013

EDUCATIONAL BACKGROUND

Bachelor of Science Degree in Business, Double Major - Real Estate and Marketing
 St. Cloud State University, St. Cloud, MN

SPECIALIZED REAL ESTATE TRAINING

Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book Course)
Minnesota Broker Pre-License Course
Real Estate Finance & Investments
Urban and Regional Economics
Architectural Drafting and Design
Marketing Information and Research
Construction Technology
Site Valuation and Cost Approach
Appraisal Subject Matter Electives
Appraising FHA Today
Mold Pollution and the Appraiser
Construction Details and Trends
Advanced Residential Applications and Case Studies
Mass Appraisal Basics
Ethics for Minnesota Assessors
Basic Income Approach to Valuation
Green Construction (Seminar)
eCRV System (Seminar)
2011 Handling Property Tax Appeals in Minnesota
Minnesota Salesperson Pre-License Courses 1, 2 and 3
Real Estate Appraisal
Real Estate Law
Accounting I and II
Managerial Finance
USPAP – 15 hours
Market Analysis and Highest and Best Use
Residential Report Writing and Case Studies

QUALIFICATIONS OF

CRAIG A. CHRISTIANSON (CONTINUED)

Sales Comparison and Income Approaches
Ad Valorem Tax Consultation
Even Odder – More Oddball Appraisals
Appraising and Analyzing Retail Shopping Centers for Mortgage Underwriting
Assessment Laws and Procedures
Minnesota Assessment Administration
Minnesota Income Property Case Study
Appraising Waterfront and Lakeshore Property
Mortgage Fraud (Seminar)
IAAO Course 102 – Income Approach to Valuation
Real Estate Principles
Business Statistics
Risk Management and Insurance
Residential Construction
USPAP – 7 Hour Updates

APPRAISAL EXPERIENCE

Valuation and analysis of many types of commercial and residential real estate, including, but not limited to: retail, office, industrial, special purpose properties, vacant land, and single- and multi-family residential properties. Valuations have been performed for financing purposes, condemnation and property tax purposes, easement valuations, estates/charitable gifting valuations, highest and best use determination, and due diligence support. Valuations and market studies have been done on proposed, partially completed, new construction, renovated and existing structures.

APPRAISAL CLIENTS

Investment Firms
 Law Firms
 Lenders

Owners and/or Entities
 Private Investors
 Public Agencies

QUALIFICATIONS OF

CHRISTINE L. MACKAMAN

PROFESSIONAL AFFILIATIONS

MAI, AI-GRS, Appraisal Institute

Certified General Real Property Appraiser, Minnesota License No. 20517275

BUSINESS EXPERIENCE

Patchin Messner Valuation Counselors, Principal, 2015 to Present

CM Valuation, Principal, 2011 to Present

Cassidy Turley, 2004-2010

Metropolitan Council, 2001-2004

EDUCATIONAL BACKGROUND

Master of Urban and Regional Planning, University of Minnesota

Bachelor of Arts Degree, Albion College

SPECIALIZED REAL ESTATE TRAINING

Appraisal Institute Course Work:

Real Estate Appraisal Principles

Basic Valuation Procedures

Residential Case Study

Standards of Professional Appraisal Practice

Basic Income Capitalization

Advanced Income Capitalization

Highest & Best Use and Market Analysis

Advanced Sales Comparison and Cost Approaches

Report Writing and Valuation Analysis

Advanced Applications

Business Practice and Ethics

Litigation Appraising: Specialized Topics and Applications

The Appraiser as an Expert Witness

Review Theory

SEMINARS ATTENDED:

Appraisal Institute

Annual Real Estate Trends

Annual Forecast/Industry Forecast

Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book)

APPRAISAL EXPERIENCE

Preparation of appraisals for eminent domain, estate planning, tax appeal, financing, and acquisition/disposal. Properties appraised include: hospitals, apartment complexes, office and industrial buildings, shopping centers, single family residences and development land.

RELATED EXPERIENCE

North Star Chapter of the Appraisal Institute: 2021 Chapter President

North Star Chapter of the Appraisal Institute: Government Relations Committee, present

North Star Chapter of the Appraisal Institute: Region III Representative, past


North Star Chapter of the Appraisal Institute: Candidate Guidance Committee Chair, past

North Star Chapter of the Appraisal Institute: Board of Directors, past



Agenda Section:	Consent
Report Date:	3/18/2021
Council Meeting Date:	3/24/2021

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION: CONSIDERATION OF PERMANENT AND TEMPORARY EASEMENTS FOR PROPERTY LOCATED AT THE NE CORNER OF OLD HIGHWAY 8 AND 8 TH AVENUE NW	
DEPARTMENT HEAD'S APPROVAL: Craig Schlichting, Director of Community Assets and Development C65	
CITY MANAGER'S APPROVAL: 	
No comments to supplement this report	Comments attached <u> </u>

Recommendation: To approve and accept the attached easement agreements

Legislative History: These easements were reviewed and approved by the City Attorney and Pulte. The enclosed easement documents will be signed and submitted to the county for recording.

Financial Impact: The City will be responsible for all ongoing maintenance and replacement costs for City owned roadway, utility and sidewalk improvements within our right-of-way or defined easements.

Explanation: 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 properly maintain city owned facilities in the future. To accommodate the improvements and to help with the construction process, temporary and permanent easement agreements were created. The City Attorney prepared the easements, property owners will execute them, and they will be recorded. Certified copies of these documents will be given to the City Clerk.

Costs and Funding: NA

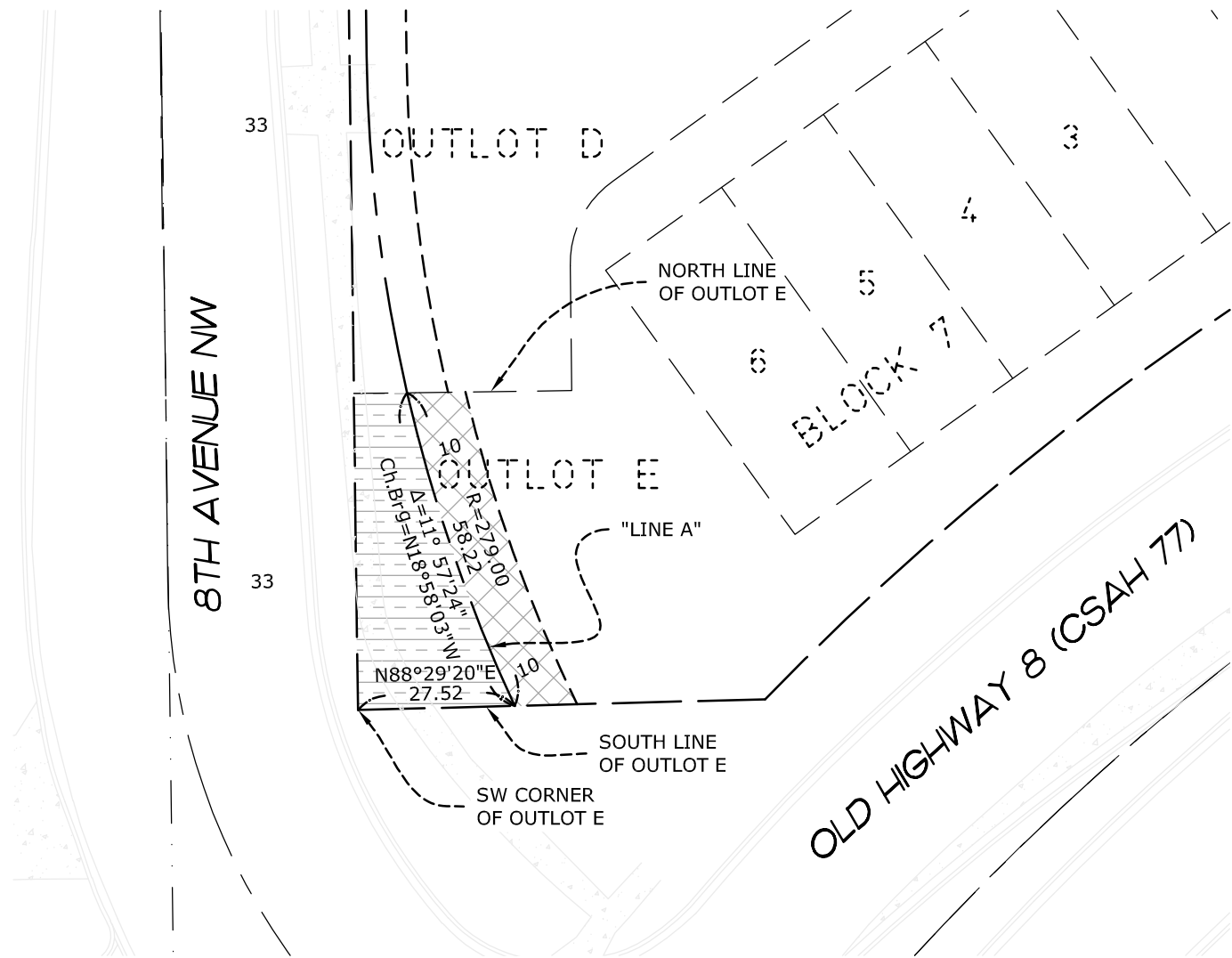


Craig G. Schlichting, P.E.
Director of Community Assets & Development

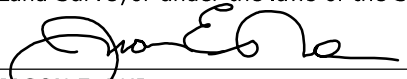
Attachments: Easement Agreements and Maps

SKETCH AND DESCRIPTION

~for~ KIMLEY-HORN



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


JASON E. RUD

Date: 2/16/2021 License No. 41578

PROPOSED LEGAL DESCRIPTIONS:

That part of Outlot E, MIDTOWN VILLAGE , Ramsey County, Minnesota, which lies westerly of the following described line:
Commencing at the southwest corner of said Outlot E; thence North 88 degrees 29 minutes 20 seconds East, assumed bearing, along the south line of said Outlot E a distance of 27.52 feet to the point of beginning of the line to be described, said line hereinafter referred to as "Line A"; thence northwesterly 58.22 feet along a non tangential curve, concave to the northeast, said curve having a radius of 279.00 feet, a delta angle of 11 degrees 57 minutes 24 seconds and a chord bearing of North 18 degrees 58 minutes 03 seconds West to the north line of said Outlot E and there terminating.
(Area of proposed right of way = 964 sq. ft.)

Together with

A 10 foot wide temporary construction easement over and across that part of Outlot E, MIDTOWN VILLAGE, Ramsey County, Minnesota, which adjoins and lies easterly of the previously described "Line A".
(Area of temporary easement = 583 sq. ft.)

EXISTING LEGAL DESCRIPTION:


Outlot E, MIDTOWN VILLAGE, Ramsey County, Minnesota.
(Per Ramsey County tax information)



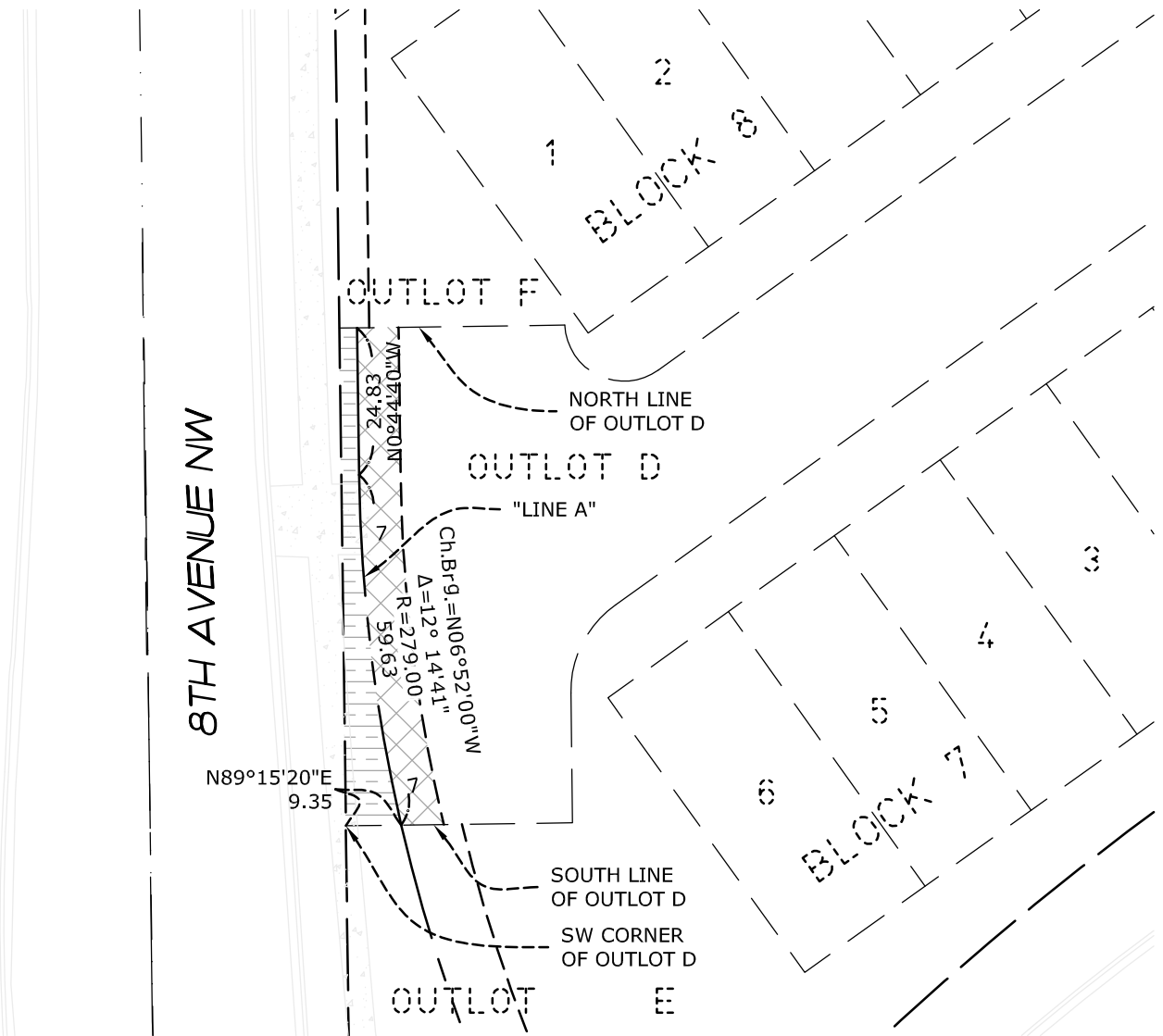
Parcel ID: 29-30-23-13-0191
DENOTES PROPOSED TEMPORARY CONSTRUCTION EASEMENT




DENOTES PROPOSED RIGHT OF WAY

DRAWN BY: BPN		SCALE: 1"=30'		JOB NO. 201297BT	
 E. G. RUD & SONS, INC. PROFESSIONAL LAND SURVEYORS 6776 LAKE DRIVE NE, SUITE 110 LINO LAKES, MINNESOTA 55014 TEL. (651) 361-8200 FAX (651) 361-8701 www.egrud.com		DATE: 2/16/2021		REVISIONS	
		1			
		2			
		3			
		4			
#	DATE	DESCRIPTION		BY	

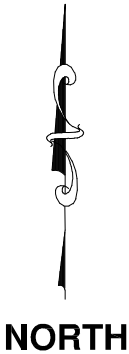
SKETCH AND DESCRIPTION ~for~ KIMLEY-HORN



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


JASON E. RUD

Date: 2/16/2021 License No. 41578





PROPOSED LEGAL DESCRIPTIONS:


That part of Outlot D, MIDTOWN VILLAGE , Ramsey County, Minnesota, which lies westerly of the following described line:
Commencing at the southwest corner of said Outlot D; thence North 89 degrees 15 minutes 20 seconds East, assumed bearing, along the south line of said Outlot D a distance of 9.35 feet to the point of beginning of the line to be described, said line hereinafter referred to as "Line A"; thence northwesterly 59.63 feet along a non tangential curve, concave to the northeast, said curve having a radius of 279.00 feet, a delta angle of 12 degrees 14 minutes 41 seconds and a chord bearing of North 6 degrees 52 minutes 00 seconds West; thence North 00 degrees 44 minutes 40 seconds West, tangent to the last described curve, a distance of 24.83 feet to the north line of said Outlot D and said "Line A" there terminating.
(Area of proposed right of way = 377 sq. ft.)

Together with
A 7 foot wide temporary construction easement over and across that part of Outlot D, MIDTOWN VILLAGE, Ramsey County, Minnesota, which adjoins and lies easterly of the previously described "Line A" .
(Area of temporary easement = 591 sq. ft.)

EXISTING LEGAL DESCRIPTION:

Outlot D, MIDTOWN VILLAGE, Ramsey County, Minnesota.
(Per Ramsey County tax information)

-  Parcel ID: 29-30-23-13-0190
DENOTES PROPOSED TEMPORARY CONSTRUCTION EASEMENT
-  DENOTES PROPOSED RIGHT OF WAY

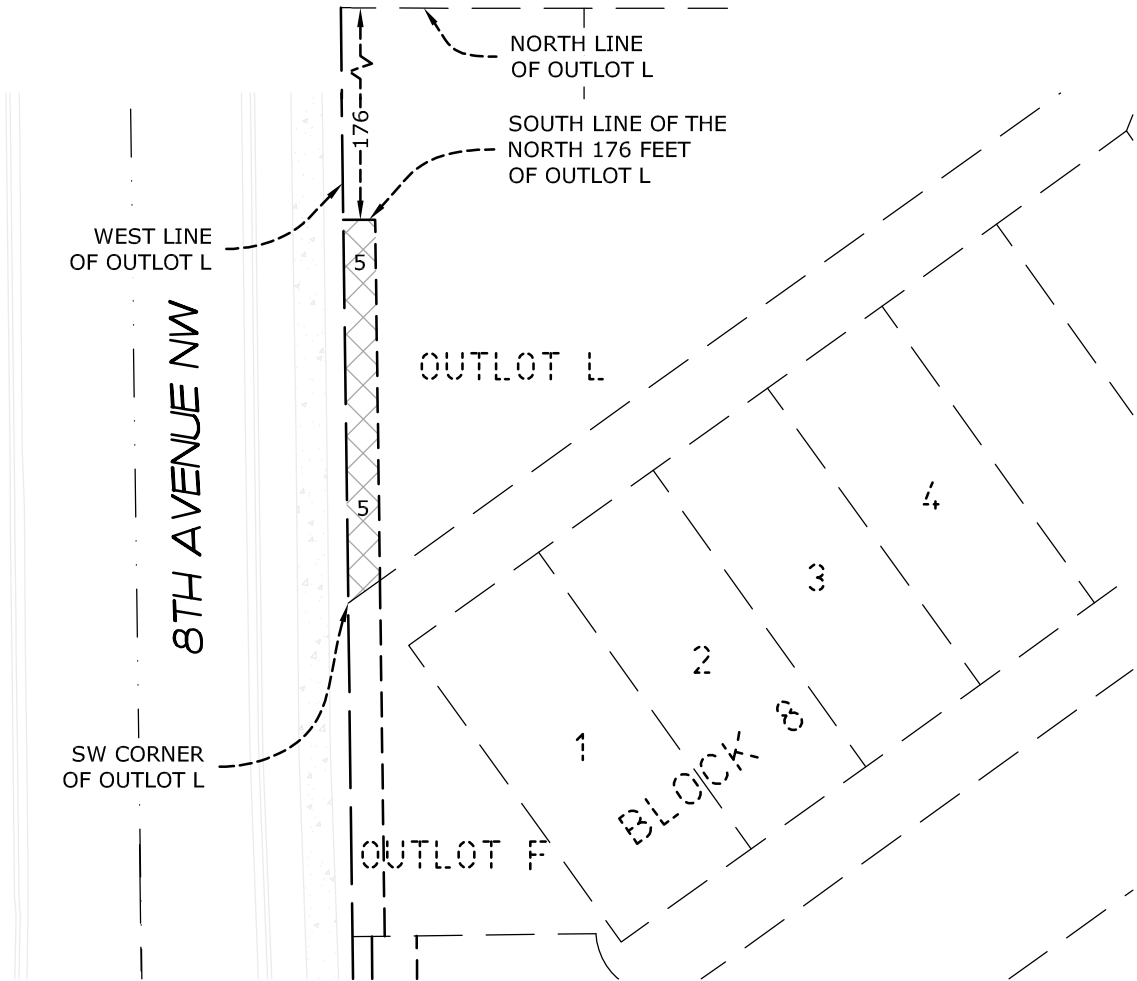
DRAWN BY: BPN		SCALE: 1"=30'		JOB NO. 201297BT		
 E. G. RUD & SONS, INC. PROFESSIONAL LAND SURVEYORS 6776 LAKE DRIVE NE, SUITE 110 LINO LAKES, MINNESOTA 55014 TEL. (651) 361-8200 FAX (651) 361-8701 www.egrud.com		DATE: 2/16/2021		REVISIONS		
		1				
		2				
		3				
		4				
		#	DATE	DESCRIPTION	BY	

SKETCH AND DESCRIPTION

~for~ KIMLEY-HORN

PROPOSED LEGAL DESCRIPTION:


A temporary construction easement over and across that part of the west 5.00 feet of Outlot L, MIDTOWN VILLAGE, Ramsey County, Minnesota, which lies southerly of the north 176.00 feet of said Outlot L.



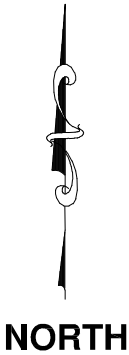
EXISTING LEGAL DESCRIPTION:

Outlot L, MIDTOWN VILLAGE, Ramsey County, Minnesota.
(Per Ramsey County tax information)


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


JASON E. RUD

Date: 2/16/2021 License No. 41578

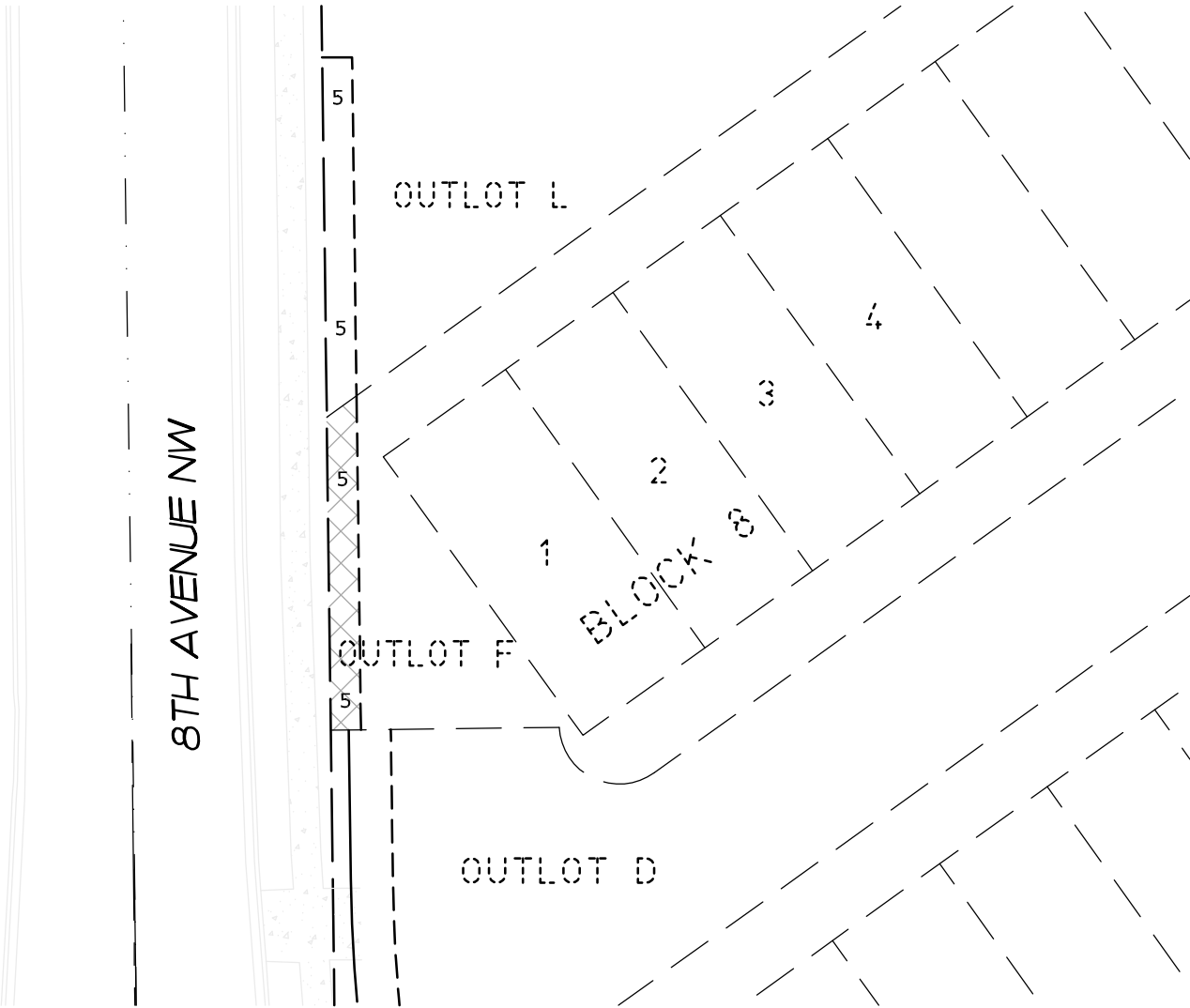


Parcel ID: 29-30-23-13-0188
DENOTES PROPOSED TEMPORARY CONSTRUCTION EASEMENT

DRAWN BY: <u>BPN</u>		SCALE: 1"=30'		JOB NO. <u>201297BT</u>			
 E. G. RUD & SONS, INC. PROFESSIONAL LAND SURVEYORS 6776 LAKE DRIVE NE, SUITE 110 LINO LAKES, MINNESOTA 55014 TEL. (651) 361-8200 FAX (651) 361-8701 www.egrud.com		DATE: <u>2/16/2021</u>					
		REVISIONS					
		1					
		2					
		3					
		4					
		#	DATE	DESCRIPTION		BY	

SKETCH AND DESCRIPTION

~for~ KIMLEY-HORN



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


JASON E. RUD

Date: 2/16/2021 License No. 41578

PROPOSED LEGAL DESCRIPTION:

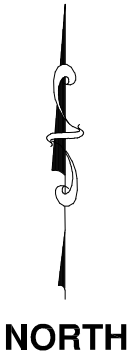
A temporary construction easement over and across the most westerly 5.00 feet of Outlot F, MIDTOWN VILLAGE, Ramsey County, Minnesota.


EXISTING LEGAL DESCRIPTION:

Outlot F, MIDTOWN VILLAGE, Ramsey County, Minnesota.
(Per Ramsey County tax information)



Parcel ID: 29-30-23-13-0189
DENOTES PROPOSED TEMPORARY CONSTRUCTION EASEMENT



DRAWN BY: <u>BPN</u>		SCALE: 1"=30'		JOB NO. <u>201297BT</u>			
 E. G. RUD & SONS, INC. PROFESSIONAL LAND SURVEYORS 6776 LAKE DRIVE NE, SUITE 110 LINO LAKES, MINNESOTA 55014 TEL. (651) 361-8200 FAX (651) 361-8701 www.egrud.com		DATE: <u>2/16/2021</u>					
		REVISIONS					
		1					
		2					
		3					
		4					
		#	DATE	DESCRIPTION	BY		

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made this ____ day of _____, 2021, by Pulte Homes of Minnesota LLC, a limited liability company formed under the laws of the state of Minnesota (the “Grantor”), in favor of the City of New Brighton, a municipal corporation under the laws of the State of Minnesota, (the “Grantee” or the “City”).

Recitals

- A. The Grantor is the fee owner of certain real property legally described on Exhibit A attached hereto (the “Property”);
- B. The Grantee is undertaking a project to construct certain improvements to the intersection of 8th Avenue NW and Old Highway 8 in the City of New Brighton (the “Project”); and
- C. The Grantor wishes to grant to the Grantee a temporary easement for construction purposes as hereinafter described in, over, under, across, and through a portion of the Property, which is legally described on Exhibit B, attached hereto, and further depicted on Exhibit C, attached hereto, (the “Easement Area”) according to the terms and conditions contained herein (the “Easement”).

Terms of Easement

- 1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by the Grantor, the Grantor grants and conveys to the Grantee a temporary easement for construction purposes over, under, across, and through the Easement Area.
- 2. Scope of Easement. The Easement includes the right of the Grantee, its contractors, agents, and employees, and vehicles and equipment to enter upon said premises at all reasonable times for the purposes of construction, grading, sloping, and restoration purposes, and all purposes ancillary thereto, together with the right to remove trees, shrubs or other vegetation in the Easement Area, as well as the right to deposit earthen materials within the Easement Area and to move, store, and remove equipment and supplies, and to perform any other work necessary and incident to the Project.
- 3. Warranty of Title. The Grantor warrants that it is the owner of the Property and has the right, title and capacity to convey to the Grantee the easement granted herein.

4. Environmental Matters. The Grantee 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. Limited Duration of Easement. The Easement shall commence on the date first written above and shall run with the land. The Easement shall be binding upon the Grantor and its successors and assigns and shall be for the benefit of the Grantee and its successors and assigns until termination on _____ at which time the Easement shall terminate without further action by either party.

**Pulte Homes of Minnesota
LLC**

By: _____

Its: _____

Name: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____ of Pulte Homes of Minnesota LLC, a Minnesota limited liability company, on its behalf, Grantor.

Notary Public

NOTARY STAMP OR SEAL

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

EXHIBIT A

Legal Description of the Property

Outlot E, MIDTOWN VILLAGE, Ramsey County, Minnesota

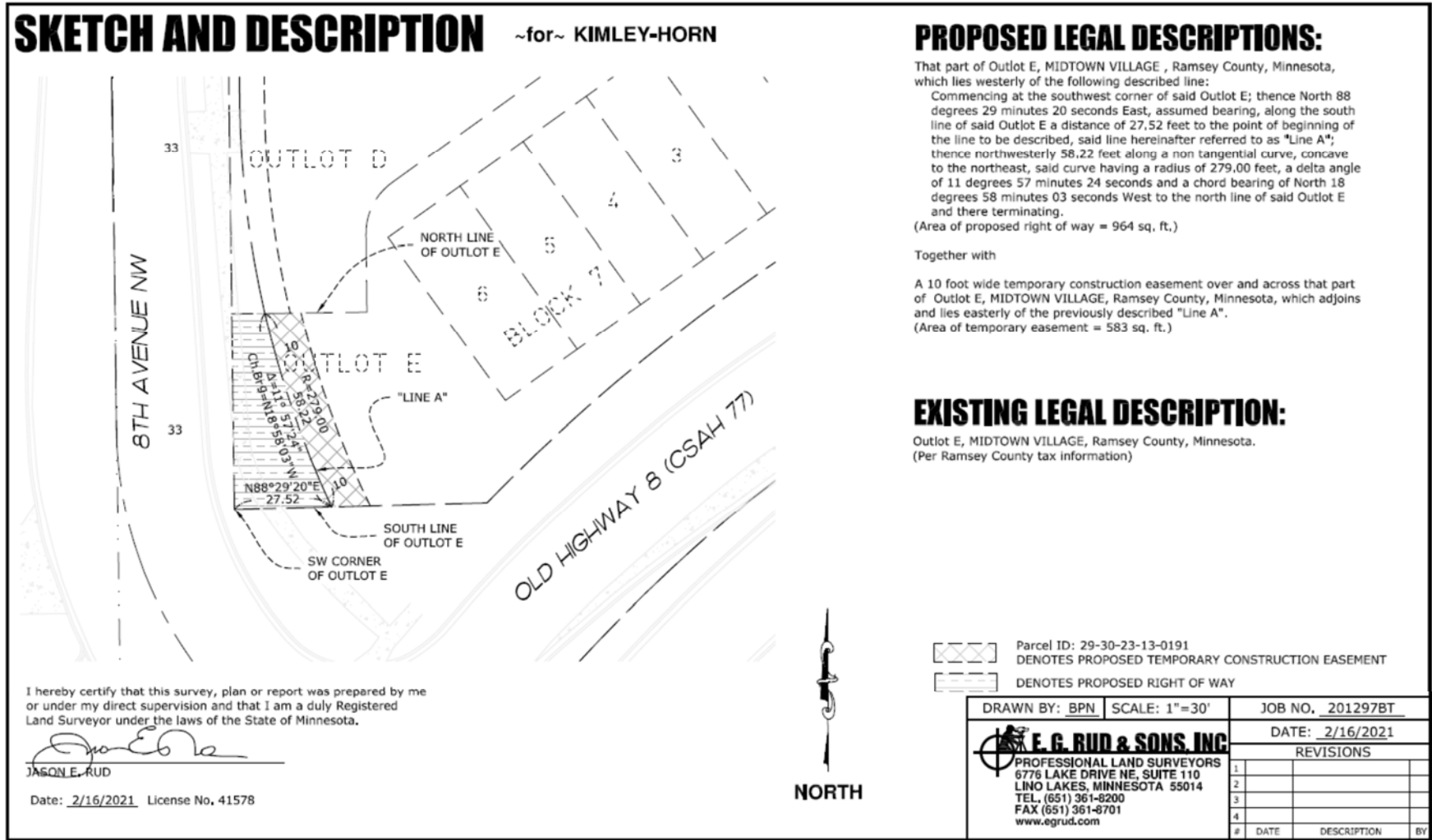
EXHIBIT B

Legal Description of the Easement Area

A 10 foot wide temporary construction easement over and across that part of Outlot E, MIDTOWN VILLAGE, Ramsey County, Minnesota, which adjoins and lies easterly of "Line A", said line being described as follows:

Commencing at the southwest corner of said Outlot E; thence North 88 degrees 29 minutes 20 seconds East, assumed bearing, along the south line of said Outlot E a distance of 27.52 feet to the point of beginning of the line to be described, said line hereinafter referred to as "Line A"; thence northwesterly 58.22 feet along a nontangential curve, concave to the northeast, said curve having a radius of 279.00 feet, a delta angle of 11 degrees 57 minutes 24 seconds and a chord bearing of North 18 degrees 58 minutes 03 seconds West to the north line of said Outlot E and there terminating.

EXHIBIT C **Depiction of the Easement Area**



TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made this ____ day of _____, 2021, by Pulte Homes of Minnesota LLC, a limited liability company formed under the laws of the state of Minnesota (the “Grantor”), in favor of the City of New Brighton, a municipal corporation under the laws of the State of Minnesota, (the “Grantee” or the “City”).

Recitals

- A. The Grantor is the fee owner of certain real property legally described on Exhibit A attached hereto (the “Property”);
- B. The Grantee is undertaking a project to construct certain improvements to the intersection of 8th Avenue NW and Old Highway 8 in the City of New Brighton (the “Project”); and
- C. The Grantor wishes to grant to the Grantee a temporary easement for construction purposes as hereinafter described over, under, across, and through a portion of the Property, which is legally described on Exhibit B, attached hereto, and further depicted on Exhibit C, attached hereto, (the “Easement Area”) according to the terms and conditions contained herein (the “Easement”).

Terms of Easement

- 1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by the Grantor, the Grantor grants and conveys to the Grantee a temporary easement for construction purposes over, under, across, and through the Easement Area.
- 2. Scope of Easement. The Easement includes the right of the Grantee, its contractors, agents, and employees, and vehicles and equipment to enter upon the Easement Area at all reasonable times for the purposes of construction, grading, sloping, and restoration purposes, and all purposes ancillary thereto, together with the right to remove trees, shrubs or other vegetation in the Easement Area, as well as the right to deposit earthen materials within the Easement Area and to move, store, and remove equipment and supplies, and to perform any other work necessary and incident to the Project.
- 3. Warranty of Title. The Grantor warrants that it is the owner of the Property and has the right, title, and capacity to convey to the Grantee the easement granted herein.

4. Environmental Matters. The Grantee 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. Limited Duration of Easement. The Easement shall commence on the date first written above and shall run with the land. The Easement shall be binding upon the Grantor and its successors and assigns and shall be for the benefit of the Grantee and its successors and assigns until termination on _____ at which time the Easement shall terminate without further action by either party.

**Pulte Homes of Minnesota
LLC**

By: _____

Its: _____

Name: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____ of Pulte Homes of Minnesota LLC, a Minnesota limited liability company, on its behalf, Grantor.

Notary Public

NOTARY STAMP OR SEAL

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

EXHIBIT A

Legal Description of the Property

Outlot D, MIDTOWN VILLAGE, Ramsey County, Minnesota

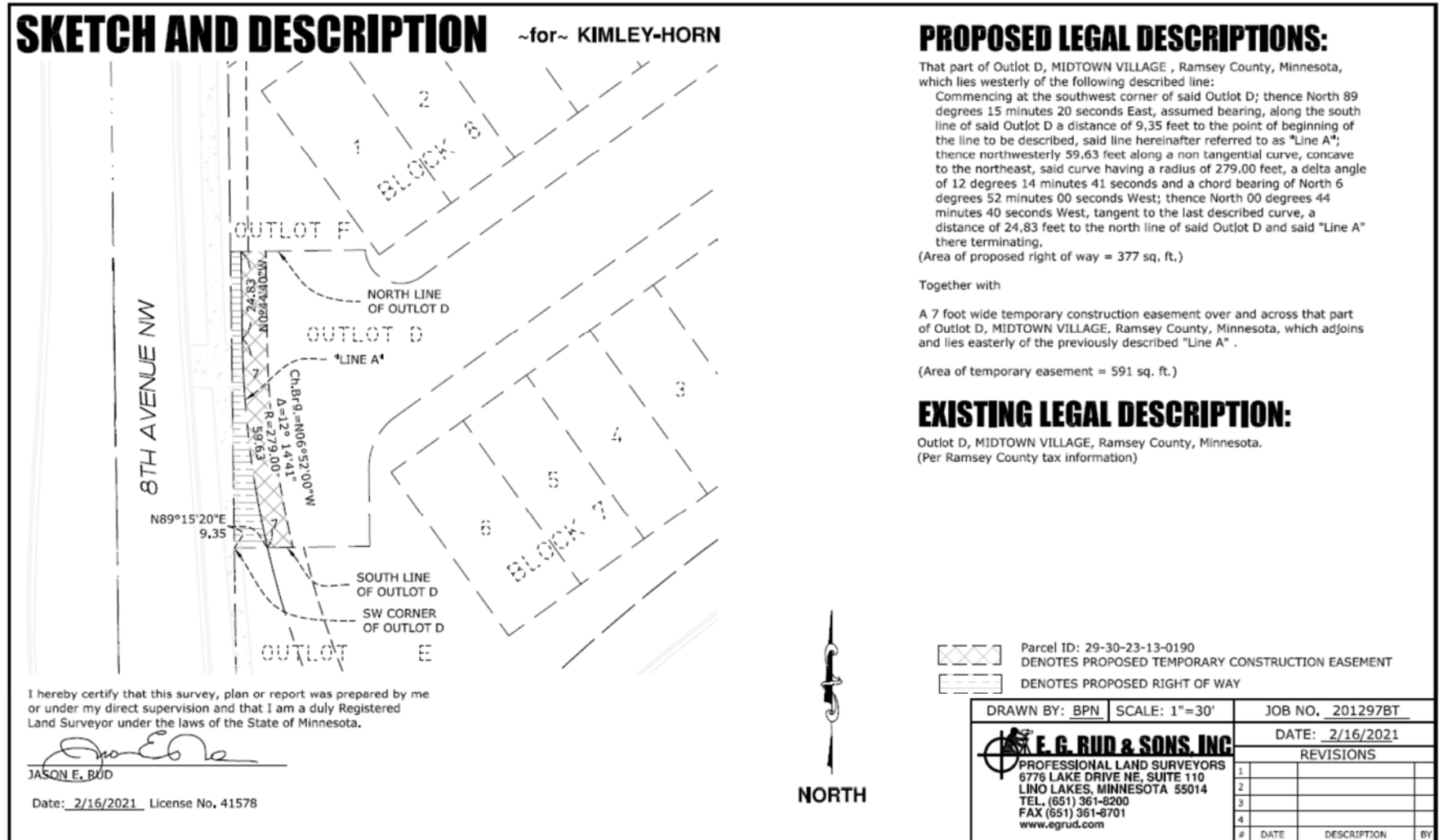
EXHIBIT B

Legal Description of the Easement Area

A 7 foot wide temporary construction easement over, under, across, and through that part of Outlot D, MIDTOWN VILLAGE, Ramsey County, Minnesota, which adjoins and lies easterly of "Line A", said line being described as follows:

Line A: Commencing at the southwest corner of said Outlot D; thence North 89 degrees 15 minutes 20 seconds East, assumed bearing, along the south line of said Outlot D a distance of 9.35 feet to the point of beginning of the line to be described, said line hereinafter referred to as "Line A"; thence northwesterly 59.63 feet along a nontangential curve, concave to the northeast, said curve having a radius of 279.00 feet, a delta angle of 12 degrees 14 minutes 41 seconds and a chord bearing of North 6 degrees 52 minutes 00 seconds West; thence North 00 degrees 44 minutes 40 seconds West, tangent to the last described curve, a distance of 24.83 feet to the north line of said Outlot D and said "Line A" there terminating.

EXHIBIT C **Depiction of the Easement Area**



TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made this ____ day of _____, 2021, by Pulte Homes of Minnesota LLC, a limited liability company formed under the laws of the state of Minnesota (the “Grantor”), in favor of the City of New Brighton, a municipal corporation under the laws of the State of Minnesota, (the “Grantee” or the “City”).

Recitals

- A. The Grantor is the fee owner of certain real property legally described on Exhibit A attached hereto (the “Property”);
- B. The Grantee is undertaking a project to construct certain improvements to the intersection of 8th Avenue NW and Old Highway 8 in the City of New Brighton (the “Project”); and
- C. The Grantor wishes to grant to the Grantee a temporary easement for construction purposes as hereinafter described in, over, under, across, and through a portion of the Property, which is legally described on Exhibit B, attached hereto, and further depicted on Exhibit C, attached hereto, (the “Easement Area”) according to the terms and conditions contained herein (the “Easement”).

Terms of Easement

- 1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by the Grantor, the Grantor grants and conveys to the Grantee a temporary easement for construction purposes over, under, across, and through the Easement Area.
- 2. Scope of Easement. The Easement includes the right of the Grantee, its contractors, agents, and employees, and vehicles and equipment to enter upon the Easement Area at all reasonable times for the purposes of construction, grading, sloping, and restoration purposes, and all purposes ancillary thereto, together with the right to remove trees, shrubs or other vegetation in the Easement Area, as well as the right to deposit earthen materials within the Easement Area and to move, store, and remove equipment and supplies, and to perform any other work necessary and incident to the Project.
- 3. Warranty of Title. The Grantor warrants that it is the owner of the Property and has the right, title and capacity to convey to the Grantee the easement granted herein.

4. Environmental Matters. The Grantee 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. Limited Duration of Easement. The Easement shall commence on the date first written above and shall run with the land. The Easement shall be binding upon the Grantor and its successors and assigns and shall be for the benefit of the Grantee and its successors and assigns until termination on _____ at which time the Easement shall terminate without further action by either party.

**Pulte Homes of Minnesota
LLC**

By: _____

Its: _____

Name: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____ of Pulte Homes of Minnesota LLC, a Minnesota limited liability company, on its behalf, Grantor.

Notary Public

NOTARY STAMP OR SEAL

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

EXHIBIT A

Legal Description of the Property

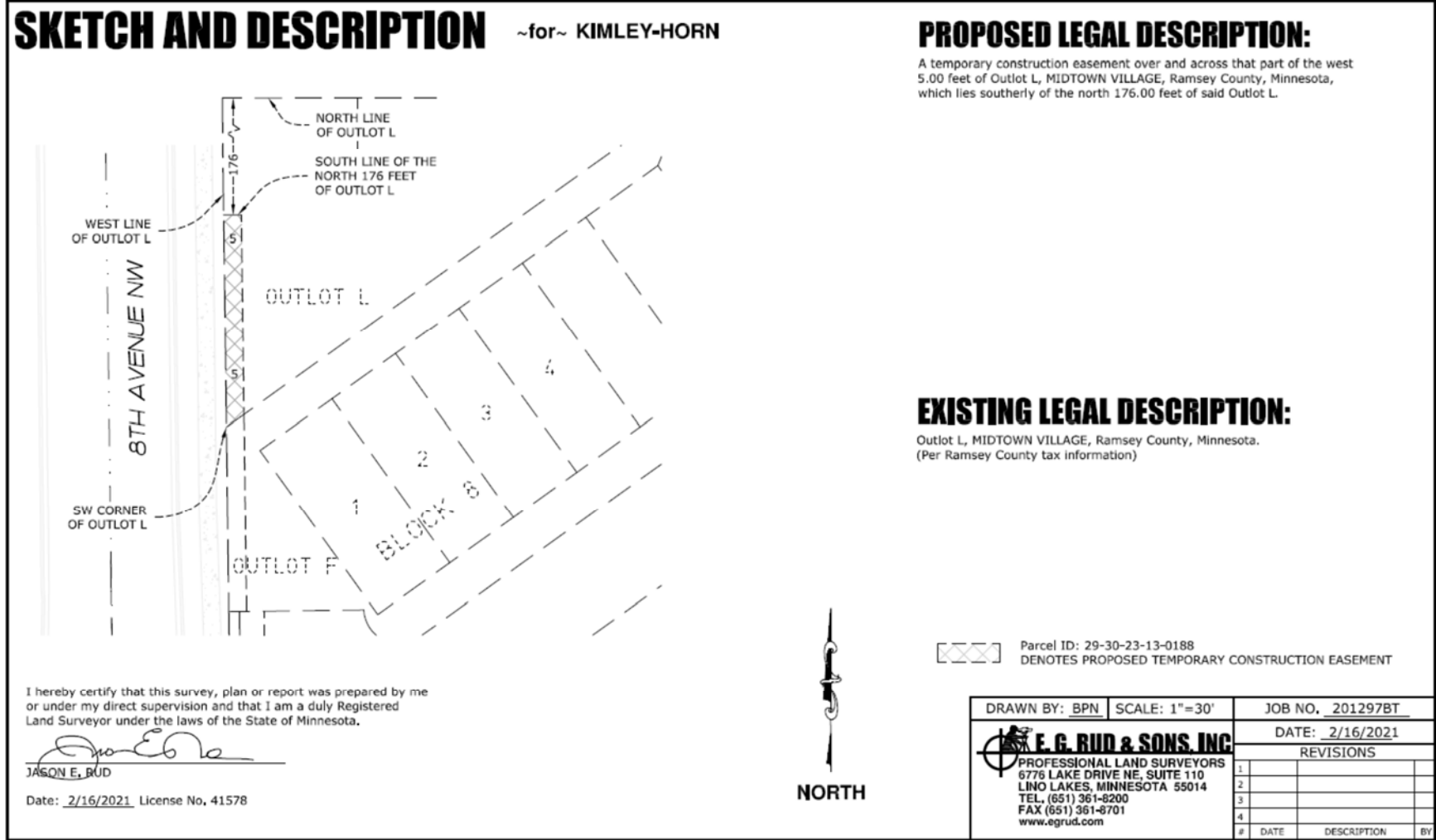
Outlot L, MIDTOWN VILLAGE, Ramsey County, Minnesota

EXHIBIT B

Legal Description of the Easement Area

A temporary construction easement over, under, across, and through that part of the west 5.00 feet of Outlot L, MIDTOWN VILLAGE, Ramsey County, Minnesota, which lies southerly of the north 176.00 feet of said Outlot L.

EXHIBIT C
Depiction of the Easement Area



TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made this ____ day of _____, 2021, by Pulte Homes of Minnesota LLC, a limited liability company formed under the laws of the state of Minnesota (the “Grantor”), in favor of the City of New Brighton, a municipal corporation under the laws of the State of Minnesota, (the “Grantee” or the “City”).

Recitals

- A. The Grantor is the fee owner of certain real property legally described on Exhibit A attached hereto (the “Property”);
- B. The Grantee is undertaking a project to construct certain improvements to the intersection of 8th Avenue NW and Old Highway 8 in the city of New Brighton (the “Project”); and
- C. The Grantor wishes to grant to the Grantee a temporary easement for construction purposes as hereinafter described over, under, across, and through a portion of the Property, which is legally described on Exhibit B, attached hereto, and further depicted on Exhibit C, attached hereto, (the “Easement Area”) according to the terms and conditions contained herein (the “Easement”).

Terms of Easement

- 1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by the Grantor, the Grantor grants and conveys to the Grantee a temporary easement for construction purposes in, over, under, across, and through the Easement Area.
- 2. Scope of Easement. The Easement includes the right of the Grantee, its contractors, agents, and employees, and vehicles and equipment to enter upon the Easement Area at all reasonable times for the purposes of construction, grading, sloping, and restoration purposes, and all purposes ancillary thereto, together with the right to remove trees, shrubs or other vegetation in the Easement Area, as well as the right to deposit earthen materials within the Easement Area and to move, store, and remove equipment and supplies, and to perform any other work necessary and incident to the Project.
- 3. Warranty of Title. The Grantor warrants that it is the owner of the Property and has the right, title and capacity to convey to the Grantee the easement granted herein.

4. Environmental Matters. The Grantee 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. Limited Duration of Easement. The Easement shall commence on the date first written above and shall run with the land. The Easement shall be binding upon the Grantor and its successors and assigns and shall be for the benefit of the Grantee and its successors and assigns until termination on _____ at which time the Easement shall terminate without further action by either party.

**Pulte Homes of Minnesota
LLC**

By: _____

Its: _____

Name: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____ of Pulte Homes of Minnesota LLC, a Minnesota limited liability company, on its behalf, Grantor.

Notary Public

NOTARY STAMP OR SEAL

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

EXHIBIT A

Legal Description of the Property

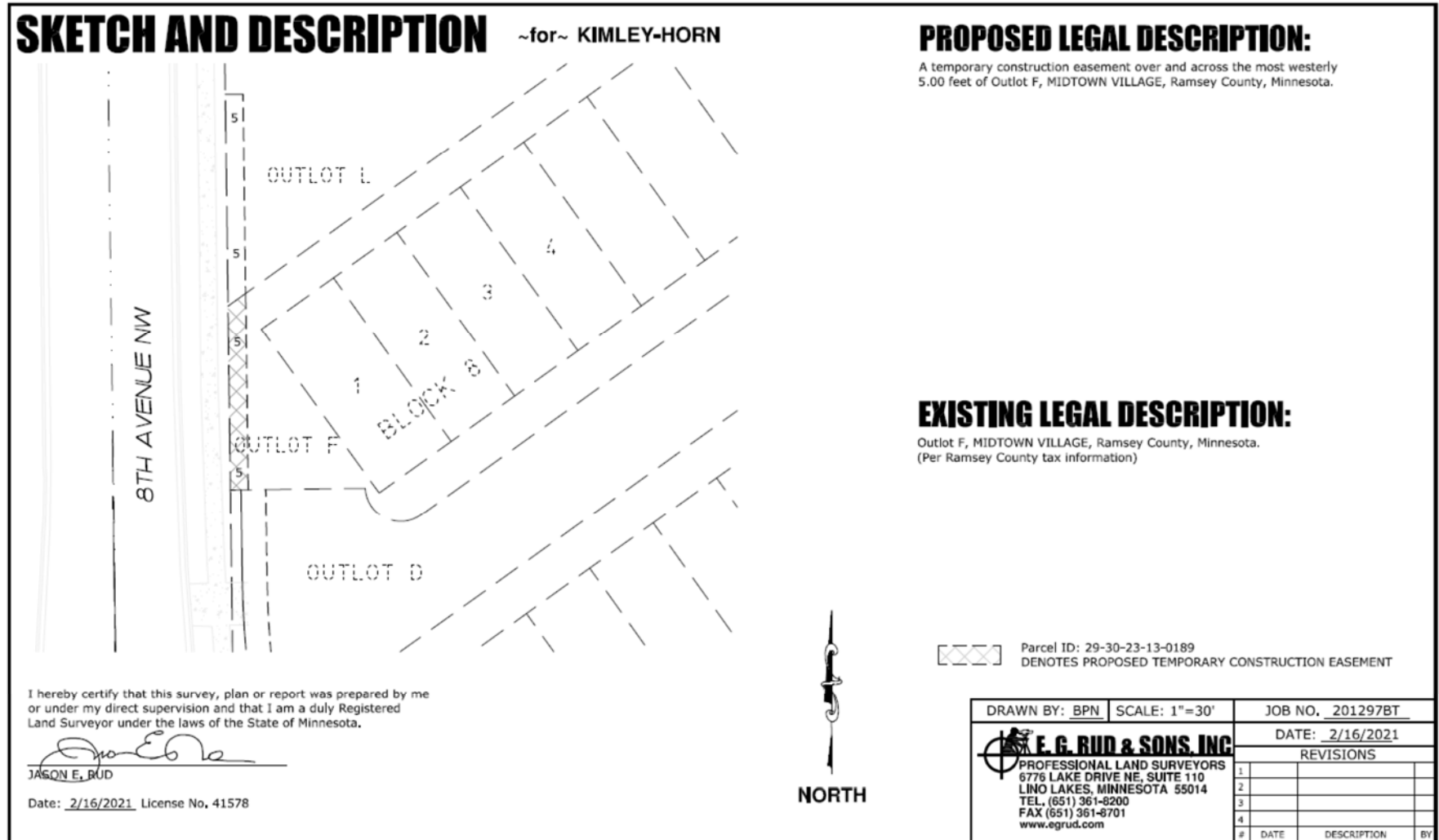
Outlot F, MIDTOWN VILLAGE, Ramsey County, Minnesota

EXHIBIT B

Legal Description of the Easement Area

A temporary construction easement over, under, across, and through the most westerly 5.00 feet of Outlot F, MIDTOWN VILLAGE, Ramsey County, Minnesota.

EXHIBIT C
Depiction of the Easement Area



EASEMENT AGREEMENT

THIS INSTRUMENT is made by Pulte Homes of Minnesota 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. The Grantor is the fee owner of property in Ramsey County, Minnesota, legally described on the attached Exhibit A (the “Property”).
- B. The 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 the Grantor, the 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 and to use the Easement Area for a public road, drainage and utilities and related purposes including the installation of a traffic signal and sidewalk. It also includes the right to enter the Easement Area for purposes of constructing, operating, maintaining, altering, grading, repairing, replacing, or removing a road, traffic signal, sidewalk, 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. 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.

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 the Grantor, its successors and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated this ____ day of _____, 2021.

Pulte Homes of Minnesota LLC

By: _____

Name: _____

Its: _____

STATE OF _____ }
COUNTY OF _____ } ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____ of Pulte Homes of Minnesota LLC, a Minnesota limited liability company, on its behalf, Grantor.

Notary Public

NOTARY STAMP OR SEAL

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

EXHIBIT A

Legal Description of the Property

Outlot E, MIDTOWN VILLAGE, Ramsey County, Minnesota.

EXHIBIT B

Legal Description of the Easement Area

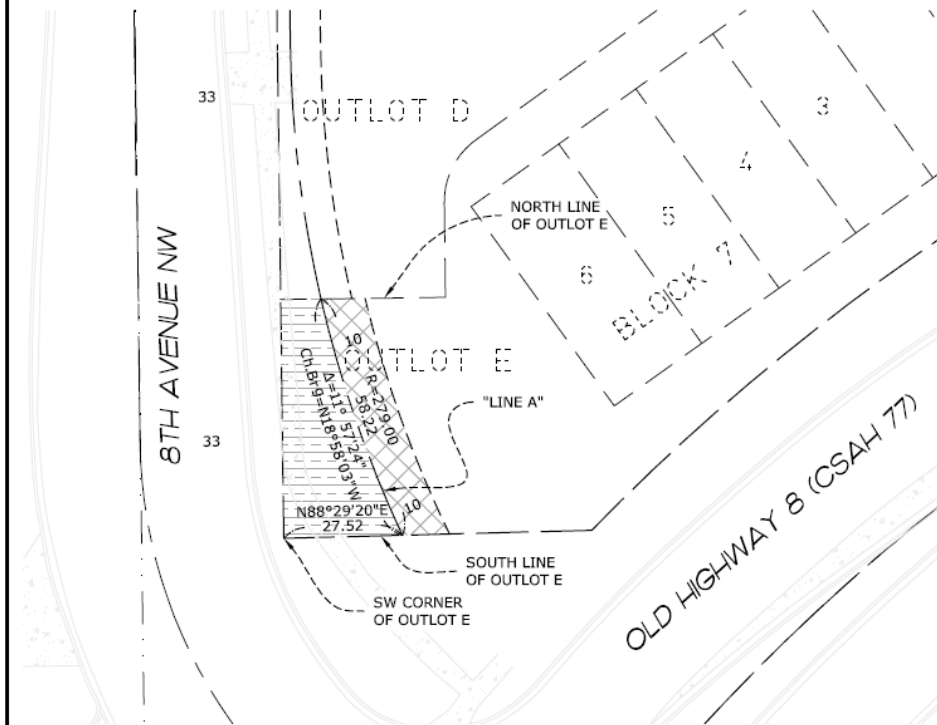
A permanent, nonexclusive roadway and utility easement over, under, across, and through that part of Outlot E, MIDTOWN VILLAGE, Ramsey County, Minnesota, which lies westerly of the following described line:

Commencing at the southwest corner of said Outlot E; thence North 88 degrees 29 minutes 20 seconds East, assumed bearing, along the south line of said Outlot E a distance of 27.52 feet to the point of beginning of the line to be described, said line hereinafter referred to as "Line A"; thence northwesterly 58.22 feet along a nontangential curve, concave to the northeast, said curve having a radius of 279.00 feet, a delta angle of 11 degrees 57 minutes 24 seconds and a chord bearing of North 18 degrees 58 minutes 03 seconds West to the north line of said Outlot E and there terminating.

EXHIBIT C **Depiction of the Easement Area**

SKETCH AND DESCRIPTION

~for~ KIMLEY-HORN



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

Jason E. Rud
JASON E. RUD

Date: 2/16/2021 License No. 41578



PROPOSED LEGAL DESCRIPTIONS:

That part of Outlot E, MIDTOWN VILLAGE, Ramsey County, Minnesota, which lies westerly of the following described line:

Commencing at the southwest corner of said Outlot E; thence North 88 degrees 29 minutes 20 seconds East, assumed bearing, along the south line of said Outlot E a distance of 27.52 feet to the point of beginning of the line to be described, said line hereinafter referred to as "Line A"; thence northwesterly 58.22 feet along a non tangential curve, concave to the northeast, said curve having a radius of 279.00 feet, a delta angle of 11 degrees 57 minutes 24 seconds and a chord bearing of North 18 degrees 58 minutes 03 seconds West to the north line of said Outlot E and there terminating.

(Area of proposed right of way = 964 sq. ft.)

Together with

A 10 foot wide temporary construction easement over and across that part of Outlot E, MIDTOWN VILLAGE, Ramsey County, Minnesota, which adjoins and lies easterly of the previously described "Line A".

(Area of temporary easement = 583 sq. ft.)

EXISTING LEGAL DESCRIPTION:


Outlot E, MIDTOWN VILLAGE, Ramsey County, Minnesota.
 (Per Ramsey County tax information)



Parcel ID: 29-30-23-13-0191

DENOTES PROPOSED TEMPORARY CONSTRUCTION EASEMENT

DENOTES PROPOSED RIGHT OF WAY

DRAWN BY: BPN		SCALE: 1"=30'	JOB NO. 201297BT		
 E. G. RUD & SONS, INC. PROFESSIONAL LAND SURVEYORS 6776 LAKE DRIVE NE, SUITE 110 LINO LAKES, MINNESOTA 55014 TEL. (651) 361-8200 FAX (651) 361-6701 www.egrud.com		DATE: <u>2/16/2021</u>			
		REVISIONS			
		1			
		2			
		3			
		4			
#	DATE	DESCRIPTION	BY		

EASEMENT AGREEMENT

THIS INSTRUMENT is made by Pulte Homes of Minnesota 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. The Grantor is the fee owner of property in Ramsey County, Minnesota, legally described on the attached Exhibit A (the “Property”).
- B. The 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 the Grantor, the 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 and to use the Easement Area for a public road, drainage and utilities and related purposes including the installation of traffic signals and sidewalks. It also includes the right to enter the Easement Area for purposes of constructing, operating, maintaining, altering, grading, repairing, replacing, or removing a road, traffic signal, sidewalk, 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. 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.

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 the Grantor, its successors and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated this _____ day of _____, 2021.

Pulte Homes of Minnesota LLC

By: _____

Name: _____

Its: _____

STATE OF _____ }
COUNTY OF _____ } ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____ of Pulte Homes of Minnesota LLC, a Minnesota limited liability company, on its behalf, Grantor.

Notary Public

NOTARY STAMP OR SEAL

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

EXHIBIT A

Legal Description of the Property

Outlot D, MIDTOWN VILLAGE, Ramsey County, Minnesota.

EXHIBIT B

Legal Description of the Easement Area

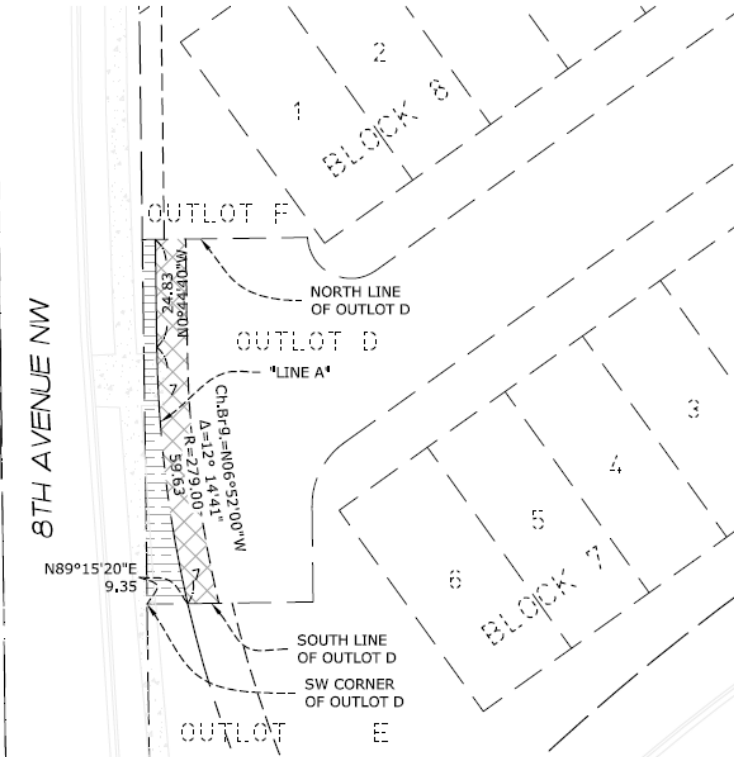
A permanent, nonexclusive roadway and utility easement over, under, across, and through that part of Outlot D, MIDTOWN VILLAGE, Ramsey County, Minnesota, which lies westerly of the following described line:

Commencing at the southwest corner of said Outlot D; thence North 89 degrees 15 minutes 20 seconds East, assumed bearing, along the south line of said Outlot D a distance of 9.35 feet to the point of beginning of the line to be described, said line hereinafter referred to as "Line A"; thence northwesterly 59.63 feet along a nontangential curve, concave to the northeast, said curve having a radius of 279.00 feet, a delta angle of 12 degrees 14 minutes 41 seconds and a chord bearing of North 6 degrees 52 minutes 00 seconds West; thence North 00 degrees 44 minutes 40 seconds West, tangent to the last described curve, a distance of 24.83 feet to the north line of said Outlot D and said "Line A" and there terminating.

EXHIBIT C Depiction of the Easement Area

SKETCH AND DESCRIPTION

~for~ KIMLEY-HORN



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

Jason E. Rud
JASON E. RUD

Date: 2/16/2021 License No. 41578



PROPOSED LEGAL DESCRIPTIONS:

That part of Outlot D, MIDTOWN VILLAGE, Ramsey County, Minnesota, which lies westerly of the following described line:

Commencing at the southwest corner of said Outlot D; thence North 89 degrees 15 minutes 20 seconds East, assumed bearing, along the south line of said Outlot D a distance of 9.35 feet to the point of beginning of the line to be described, said line hereinafter referred to as "Line A"; thence northwesterly 59.63 feet along a non tangential curve, concave to the northeast, said curve having a radius of 279.00 feet, a delta angle of 12 degrees 14 minutes 41 seconds and a chord bearing of North 6 degrees 52 minutes 00 seconds West; thence North 00 degrees 44 minutes 40 seconds West, tangent to the last described curve, a distance of 24.83 feet to the north line of said Outlot D and said "Line A" there terminating.

(Area of proposed right of way = 377 sq. ft.)

Together with


A 7 foot wide temporary construction easement over and across that part of Outlot D, MIDTOWN VILLAGE, Ramsey County, Minnesota, which adjoins and lies easterly of the previously described "Line A" .

(Area of temporary easement = 591 sq. ft.)

EXISTING LEGAL DESCRIPTION:

Outlot D, MIDTOWN VILLAGE, Ramsey County, Minnesota.
(Per Ramsey County tax information)

Parcel ID: 29-30-23-13-0190
DENOTES PROPOSED TEMPORARY CONSTRUCTION EASEMENT
DENOTES PROPOSED RIGHT OF WAY

DRAWN BY: BPN		SCALE: 1"=30'	JOB NO. 201297BT		
	E. C. RUD & SONS, INC. PROFESSIONAL LAND SURVEYORS 6776 LAKE DRIVE NE, SUITE 110 LINO LAKES, MINNESOTA 55014 TEL. (651) 361-8200 FAX (651) 361-8701 www.egrud.com		DATE: 2/16/2021		
			REVISIONS		
			1		
			2		
			3		
			4		
			#	DATE	DESCRIPTION
		BY			



Agenda Section:	Consent
Report Date:	3/18/2021
Council Meeting Date:	3/23/2021

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION: Consider 10 Year Agreement with the City of Minneapolis for a Standby Capacity for Potable Water Service.
DEPARTMENT HEAD'S APPROVAL: Craig Schlichting, Director of Community Assets & Development <i>C6S</i>
CITY MANAGER'S APPROVAL: <i>[Signature]</i>
No comments to supplement this report <i>[Signature]</i> Comments attached <u> </u>

Recommendation:

Authorize Mayor and City Manager to sign an agreement between the City of Minneapolis and New Brighton for emergency water capacity.

Legislative History:

4/12/2016 City Council Authorized an Interconnection Agreement as part of City Project 16-4, Distribution Control Station and Minneapolis Interconnection Pipeline.

Financial Impact:

The City of New Brighton will be required to pay the City of Minneapolis for any water supplied by the Minneapolis Water Works System (currently \$2.50/unit or \$3.34/gallon, to be adjusted annually), or pay a monthly standby capacity charge (currently \$4,670, with 3% increases per year) when not obtaining water.

Explanation:

The City currently uses its shallow wells for primary water use, and can use its deep wells during the summer months to meet irrigation demands. If an emergency occurs or the City encounters issues with its groundwater supply, it has the ability to transition to a surface water supply from Minneapolis. The purpose of this agreement is to define the payment process for receiving water from Minneapolis over the 10-year contract period. When not receiving water from Minneapolis, Minneapolis will preserve capacity in their system to meet our needs if requested, and we will pay a monthly standby capacity change for this portion of the agreement.

Costs and Funding: This project will be funded from Fund 206

Craig Schlichting, P.E.

Director of Community Assets and Development

Attachment: Agreement

AN AGREEMENT
BETWEEN
THE CITY OF MINNEAPOLIS
AND
THE CITY OF NEW BRIGHTON

This Agreement is made as of ____April, 2021, between the city of Minneapolis, a Minnesota home rule charter city (Minneapolis), and the city of New Brighton, a Minnesota statutory city (New Brighton).

WITNESSETH:

WHEREAS, New Brighton desires to obtain potable water service from the Minneapolis Water Works system; and

WHEREAS, the Minneapolis Water Works system produces potable water in quantities sufficient to meet the obligations of this Agreement;

NOW, THEREFORE, it is mutually agreed as follows:

1. Potable Water From Minneapolis.

- a. Minneapolis shall make available potable water service as provided herein to New Brighton from the Minneapolis Water Works system, for New Brighton's use within its City limits, for a period of ten years in accordance with the terms and conditions of this Agreement.
- b. At times when New Brighton is not obtaining potable water from the Minneapolis Water Works system, New Brighton shall make a monthly standby capacity charge payment to Minneapolis. The standby capacity charge will not be billed while New Brighton is receiving potable water from the Minneapolis Water Works system.
- c. In the event of a planned situation (non-emergency) New Brighton may request potable water service from Minneapolis by delivery of a written notice, given pursuant to Section 12, below, thirty (30) days prior to the requested start date. Minneapolis shall then resume potable water service as provided in this Agreement.
- d. In the event of an unplanned situation (emergency), New Brighton may request expedited potable water service by making a request directly to the Contract Manager. Minneapolis shall make every reasonable effort to install the spool piece necessary to enable potable water service seventy-two (72) hours after receipt of the request.
- e. In the event of either a planned or an unplanned situation the following steps shall be taken by both parties prior to the start of potable water service. Minneapolis and New

Brighton shall both take the necessary steps to disinfect the connection and pipe sections and conduct appropriate bacteriological testing as per AWWA standards. Minneapolis shall clean, disinfect (by spraying or swabbing), and install the 24-inch diameter spool piece with the 2-inch air release valve. New Brighton shall disinfect all necessary piping downstream of the gate valve to their Distribution Control Station. Minneapolis shall provide New Brighton access to valve vault as necessary for New Brighton to conduct disinfection and testing activities. Minneapolis shall open the gate valve upon confirmation from New Brighton for readiness of service. For reference the connection between the Minneapolis and New Brighton systems is detailed in Attachment A.

- f. New Brighton shall only provide water received from the Minneapolis system to its current and future customers within the city limits of New Brighton. New Brighton shall obtain written approval from Minneapolis as to any water received by New Brighton from Minneapolis to be supplied to consumers outside the city limits of New Brighton.

2. Supply of Potable Water.

- a. Minneapolis will provide potable water service to New Brighton on demand. "On demand," for the purposes of this Agreement, means supplying potable water service during the entire twenty-four (24) hours of the day to the extent needed, accepted, and distributed by New Brighton for use within its city limits, using New Brighton's water distribution system.
- b. New Brighton shall construct, own, operate, and maintain the water distribution system and storage facilities necessary to supply potable water to its customers from the point of connection.

3. Investment in Facilities.

"Point of connection" shall be defined as the location where the New Brighton water distribution system connects, for the purposes of receiving potable water, to the currently existing water distribution system owned and operated by Minneapolis. The point of connection is shown in Attachment A.

New Brighton shall make investments in and own all facilities necessary for the transmission, storage, and distribution of potable water from the existing point of connection to its consumers.

Minneapolis and New Brighton shall follow each other's right-of-way ordinances and permitting requirements for work within each City related to the provision of potable water service pursuant to this Agreement.

4. Measurement.

The potable water received by New Brighton pursuant to this Agreement shall be measured by a meter, maintained by New Brighton at its own cost and expense, located within the New Brighton Distribution Control Station. The meter shall be tested and inspected by New Brighton water personnel using the American Water Works Association (AWWA) standards for frequency of

testing, accuracy, and tolerances of meters. Whenever water service with Minneapolis is restarted New Brighton shall test the meter's accuracy within 30 days of the start of service. Results of all inspections and meter testing shall be provided to Minneapolis within one week of completion. The cost of testing shall be paid by New Brighton. Notwithstanding the former, Minneapolis reserves the right to test the meter at its own cost after one-week prior notice to New Brighton. Results of all meter testing conducted by Minneapolis shall be provided to New Brighton within one week of completion.

5. Maintenance.

New Brighton shall finance and maintain, at no expense to Minneapolis, its entire water distribution system from the point of connection to all connected lines within New Brighton.

Reliable construction and maintenance records, sufficient to identify the location of all parts of New Brighton's system and all maintenance performed on its system, shall be kept, all of which shall be subject to reasonable inspection by Minneapolis water personnel on one week prior notice.

New Brighton may review any water quality data maintained by Minneapolis on one week prior notice.

In the event of operational and water quality problems in the New Brighton water system, both parties pledge to work cooperatively to resolve them in a timely manner. Each party shall be responsible for the costs of reasonably necessary work on its side of the point of connection between the two water systems that relates to the operational or water quality problem .

6. Consumer Volume Restrictions.

Restrictions imposed by the Minneapolis Water Works system on its consumers shall be simultaneously imposed on New Brighton's consumers. Minneapolis will not impose restrictions on New Brighton consumers that are not imposed on Minneapolis consumers, except in emergencies.

7. Cancellation or Suspension of Service.

Minneapolis shall have the right to terminate potable water service to New Brighton for any default or breach of this Agreement by New Brighton, but no such termination or suspension shall be made without sixty (60) days written notice, in the manner specified in Section 12, below, excluding Sundays and legal holidays, stating with particularity those Agreement provisions alleged to have been violated. New Brighton shall have a reasonable opportunity to correct any condition cited by Minneapolis as a cause for termination of potable water service.

When necessary to make repairs to, or changes in, its lines or system, Minneapolis may, without incurring any liability therefore, suspend service for such periods as may be necessary to effectuate the purpose. Minneapolis shall not incur liability for interruptions in service which result from its inability to secure processing materials, breakdown or damage to processing, pumping, transmission or distribution facilities, acts of war, sabotage, work stoppage, labor

disruptions or any other conditions or circumstances beyond Minneapolis's reasonable ability to control.

8. Indemnification by City of New Brighton.

Except as to claims as to the quality of water prior to passing the point of connection for which Minneapolis is to indemnify New Brighton pursuant to Section 9, below, New Brighton agrees to defend, indemnify, and save Minneapolis harmless from any and all claims or demands for damages arising out of New Brighton's operations or the actions or neglect of New Brighton's officers, employees or agents, relating to the transport, use or disposal of potable water supplied pursuant to this Agreement, or from the use, installation, maintenance, and repair of New Brighton facilities downstream from the point of connection of the Minneapolis distribution system to the New Brighton distribution system as set forth in this Agreement, and will assume the defense of any actions arising therefrom in which Minneapolis is made party defendant. Minneapolis shall give New Brighton prompt notice of any such action. The foregoing indemnification, and any liability assumed by New Brighton as a result thereof, shall be subject to the limits of liability and other provisions set forth in Minnesota Statutes, Chapter 466.

9. Indemnification by Minneapolis.

Minneapolis agrees to defend, indemnify and save New Brighton harmless from any and all claims based on the quality of the potable water supplied to New Brighton by Minneapolis as it was prior to passing the point of connection, which arise from Minneapolis's operations or the actions or neglect of Minneapolis' officers, employees or agents pursuant to this Agreement, or from the use, installation, maintenance, and repair of Minneapolis owned facilities, whether inside or outside of Minneapolis, or the reading of Minneapolis' master meters by Minneapolis personnel, and will assume the defense of any actions arising therefrom in which New Brighton is made a party defendant. New Brighton shall give Minneapolis prompt notice of such action. Minneapolis shall not have any responsibility as to potable water quality problems or claims that relate to the quality of potable water within New Brighton, but which are not shown to relate to the quality of potable water as it was received by New Brighton at the point of connection. The foregoing indemnification, and any liability assumed by Minneapolis as a result thereof, shall be subject to the limits of liability and other provisions set forth in Minnesota Statutes, Chapter 466.

10. Rates.

- a. Minneapolis's Cost of Service Model shall be updated every three years in order to set a new volume rate effective January 1st of the year following the updating of the model. For example, the Cost of Service Model was updated in 2019 and set new water volume rates for wholesale customers effective January 1, 2020.

Adjustments to the volume rate shall also be made each year during the years between model updates and shall be based on the percentage change in the average monthly bill paid by a Minneapolis residential customer compared to the previous year. For example, the percentage change from 2020 to 2021 in the average monthly bill was used to adjust rates for wholesale customers effective January 1, 2021. "Average monthly bill" shall be

defined as the monthly bill for a Minneapolis residential customer consisting of 7 billing units of potable water consumption and the fixed charge fee for a 5/8" meter.

While not anticipated or intended, any adjustments to rates due to an extraordinary transfer to or from the Minneapolis Water Works Fund will be handled in accordance to the Minneapolis Water Works Fund's previously established processes.

- b. The monthly billing rate for potable water delivered by Minneapolis to New Brighton under this Agreement shall be as follows:

At times when New Brighton is not receiving potable water from the Minneapolis Water Works system, New Brighton shall pay Minneapolis a monthly standby capacity charge of \$4,670 per month, which shall be increased 3% each year starting in January 2022.

At times when New Brighton is receiving potable water from the Minneapolis Water Works system the water volume rate for potable water received by New Brighton shall be \$2.50 per unit for the period of January 1, 2021 through December 31, 2021. A new water volume rate will be established on January 1, 2022 and every January 1st thereafter based on the processes described in Section 10a.

11. Meter Reading and Billing.

Meter reading and billing for services provided under this Agreement shall be in accordance with current Minneapolis Water Works practices and are subject to change at any time by Minneapolis. New Brighton and Minneapolis will work together to develop a plan and schedule for allowing Minneapolis personnel access to the meter for monthly meter readings during times when New Brighton is receiving water from Minneapolis. Payments for billed services shall be made by New Brighton to Minneapolis on or before the due date noted on the bill. Failure of New Brighton to make such payments will subject New Brighton to cancellation or suspension of services as stated in Section 7, above.

12. Notices.

Whenever written notice is required Agreement, it shall be sent to the following Contract Managers:

For Minneapolis:

Annika Bankston
Director, Water Treatment and Distribution
Department of Public Works
City of Minneapolis
350 South 5th Street, Room 203
Minneapolis, MN 55415-1330
Annika.Bankston@minneapolismn.gov

For New Brighton:

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

New Brighton, MN 55112-2792
Phone: (651) 638-2056
craig.schlichting@newbrightonmn.gov

Notice shall be delivered in person, by courier, or by U.S. Postal Service, first class postage prepaid. For deliveries by U.S. Postal Service, deliveries shall be assumed to have been received three (3) days after deposit in a U.S. mailbox.

Either party may change its designated Contract Manager or the address thereof by written notice as provided in this section.

13. Amendment, Modification, or Waiver.

No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or their duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by either party of any breach or default of this Agreement shall not impair or prejudice any right arising from any other breach or default.

14. Definitions.

- a. "Potable Water" means water at the Point of Connection that conforms to the Federal Safe Water Drinking Act.
- b. "AWWA" means the American Water Works Association, presently headquartered in Denver, Colorado.

- 15.** This Agreement supersedes all other agreements and understandings between the New Brighton and Minneapolis regarding this subject.

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

CITY OF NEW BRIGHTON

By: _____
Mayor

By: _____
City Manager

FOR THE CITY OF MINNEAPOLIS

Approved: _____

Department Head responsible for Contract Monitoring
for this Agreement

Countersigned: _____

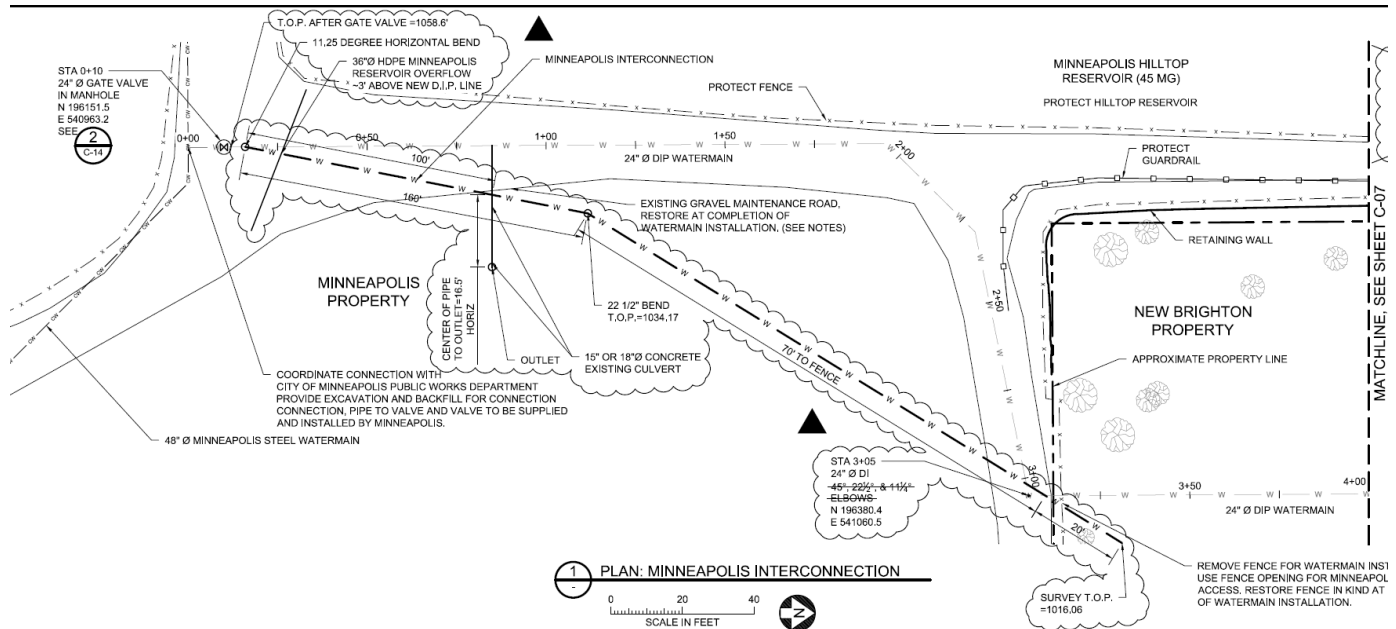
Finance Officer Designee

Approved as to Form

By: _____

Assistant City Attorney



Reference:
New Brighton City Project 16-4
Distribution Control Station & Minneapolis
Interconnection Pipeline
Record Drawing Set, 7/15/2020





Agenda Section:	Consent
Report Date:	3/18/2021
Council Meeting Date:	3/24/2021

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION: CONSIDER FINAL PAYMENT FOR CITY PROJECT 19-7, NEW BRIGHTON PUBLIC WORKS WARM STORAGE BUILDING REMODEL	
DEPARTMENT HEAD'S APPROVAL: Craig Schlichting, Director of Community Assets and Development <i>C65</i>	
CITY MANAGER'S APPROVAL: 	
No comments to supplement this report 	Comments attached <u> </u>

Recommendation: To approve Final Payment of \$44,100 for City Project 19-7, New Brighton Public Works Warm Storage Building Remodel to TMG Construction Inc.

Legislative History:

November 12, 2019 City Council authorized plans/specifications, and advertisement for bids.
 March 10, 2020 Bids opened by Staff
 May 26, 2020 Bid Awarded to TMG Construction Inc.

Financial Impact: The original contract amount, which was based on estimated quantities, was \$679,250 with a change order credit of \$2,450 decreasing this amount to \$675,800. Please see attached Payment for details. This payment also releases all retainage (with the exception of \$5,000 for future warranty work).

Explanation: With the Midtown Village improvements (just north of the Public Works site), changes were required for the remaining space within the Public Works yard. This project specifically addressed the need for additional equipment and vehicle storage. The remodeled warm storage building created a space where all snow plowing apparatus can be kept under one roof. TMG removed the concrete (backwash pit) and a mezzanine, and new garage doors were added to make it a drive-thru facility. The building will be painted under a separate contract this spring/summer. An escrow of \$5,000 will be retained for a year, at which time the contractor will return to the site to place a concrete sealer on the floor slab.

Costs and Funding: This project will be funded from Fund 604-2119-46200.



Craig G. Schlichting, P.E.
 Director of Community Assets & Development

Attachments: Lien Waivers and Application for Payment

TMG Construction**TRANSMITTAL****No. 22**576 Front Ave.
St. Paul, MN 55117**Phone:** (651) 789-0028
Fax: (651) 789-0582**PROJECT:** Warm Storage Building Remodel**DATE:** 03/11/2021**TO:** Kodet Architectural Group, Ltd.
15 Groveland Terrace
Minneapolis, MN 55403
Phone: (612) 377-2737**REF:** Pay Application #6**ATTN:** John Brandel**JOB:** 992**CONTRACT/PO:** 107719

WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
<input type="checkbox"/> Shop Drawings	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Approved as Submitted
<input type="checkbox"/> Letter	<input type="checkbox"/> Your Use	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Prints	<input type="checkbox"/> As Requested	<input type="checkbox"/> Resubmit
<input type="checkbox"/> Change Order	<input type="checkbox"/> Review and Comment	<input type="checkbox"/> Submit
<input type="checkbox"/> Plans	<input type="checkbox"/> Other:	<input type="checkbox"/> Returned
<input type="checkbox"/> Samples	SENT VIA:	<input type="checkbox"/> Returned for Corrections
<input type="checkbox"/> Specifications	<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Due Date:
<input checked="" type="checkbox"/> Other: Payment Application #6	<input type="checkbox"/> Separate Cover Via:	<input type="checkbox"/> Other:

COPIES**DESCRIPTION****PREPARED BY**

1	AIA Document G703 - 1992 Continuation Sheet #6
1	AIA Document G702 Application and Certificate for Payment #6
1	Invoice #1548
1	TMG Construction, Inc.-Waiver of Construction Lien Payment
1	Subcontractor Interim Lien Waiver-Archetype Signmakers, Inc.- 2/15/21
1	Subcontractor Interim Lien Waiver-Commercial Plumbing & Heating-01/26/21
1	Subcontractor Interim Lien Waiver-Commercial Plumbing & Heating-1/28/21
1	Subcontractor Interim Lien Waiver-Commercial Plumbing & Heating-2/10/21
1	Subcontractor Interim Lien Waiver-Daley Electric-12/11/20
1	Subcontractor Interim Lien Waiver-Daley Electric-01/20/21

Signed:

Laurie Greeninger

Date: 03/11/2021

TMG Construction**TRANSMITTAL****No. 22**576 Front Ave.
St. Paul, MN 55117**Phone:** (651) 789-0028**Fax:** (651) 789-0582

PROJECT: Warm Storage Building Remodel**DATE:** 03/11/2021**TO:** Kodet Architectural Group, Ltd.
15 Groveland Terrace
Minneapolis, MN 55403
Phone: (612) 377-2737**REF:** Pay Application #6**ATTN:** John Brandel**JOB:** 992**CONTRACT/PO:** 107719**COPIES****DESCRIPTION****PREPARED BY**

1	Subcontractor Interim Lien Waiver-Frontier Fire Protection-01/20/21
1	Subcontractor Interim Lien Waiver-Norling Construction-01/20/21

REMARKS:

Attached are documents for Pay Application #6 that were also emailed on 3-2-21. We are gathering the closeout documents and will mail or email them separately.

Signed:
Laurie Greeninger**Date:** 03/11/2021

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF PAGES

TO OWNER:	City of New Brighton 803 Old Highway 8 NW New Brighton, MN 55112 Attn: Craig Schlichting	PROJECT:	992 Warm Storage Building New Brighton Public Works Warm Storage Building 700 5th Street North-West New Brighton, MN 55112	APPLICATION NO.:	6	Distribution to:	<input checked="" type="checkbox"/> OWNER <input checked="" type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR
FROM CONTRACTOR:	TMG Construction, Inc. 576 Front Avenue St. Paul, MN 55117	VIA ARCHITECT:	Kodet Architectural Group, Ltd. 15 Groveland Terrace Minneapolis, MN 55403	PERIOD TO:	02/28/2021	PROJECT NOS.:	107719
CONTRACT FOR:	General Construction	CONTRACT DATE:	03/11/2020				

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 679,250.00
2. Net change by Change Orders	-2,450.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 676,800.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 676,800.00
5. RETAINAGE:	
a. _____ % of Completed Work (Columns D + E on G703)	\$ _____
b. _____ % of Stored Material (Column F on G703)	\$ _____
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$ 5,000.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 671,800.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 632,700.00
8. CURRENT PAYMENT DUE	\$ 39,100.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 5,000.00

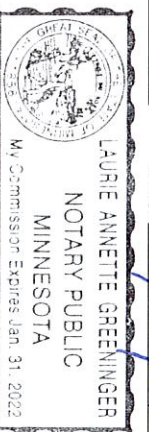
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	(\$2,450.00)
TOTALS		(\$2,450.00)
NET CHANGES by Change Order		(\$2,450.00)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: TMG Construction, Inc.

By: Tom Greenginger Date: 2/28/21

State of: Minnesota
County of: Ramsey
Subscribed and sworn to before me this 28th day of February, 2021.



Notary Public: Laurie A. Greenginger
My Commission expires: January 31, 2022

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 39,100.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: Andrew H. H. H. H. Date: 3.15.2021

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

INSTRUCTION SHEET

FOR AIA DOCUMENT G702

A. GENERAL INFORMATION

1. Purpose and Related Documents

AIA Document G702, Application and Certificate for Payment, is to be used in conjunction with AIA Document G703, Continuation Sheet. These documents are designed to be used on a Project where a Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Document A201, General Conditions of the Contract for Construction, 1987 Edition.

2. Use of Current Documents

Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA Documents List to determine the current edition of each document.

3. Limited License for Reproduction

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B. COMPLETING THE G702 FORM:

After the Contractor has completed AIA Document G703, Continuation Sheet, summary information should be transferred to AIA Document G702, Application and Certificate for Payment.

The Contractor should sign G702, have it notarized, and submit it, together with G703, to the Architect.

The Architect should review G702 and G703 and, if they are acceptable, complete the Architect's Certificate for Payment on G702. The Architect may certify a different amount than that applied for, pursuant to Paragraphs 9.5 and 9.6 of A201. The Architect should then initial all figures on G702 and G703 that have been changed to conform to the amount certified and attach an explanation. The completed G702 and G703 should be forwarded to the Owner.

The following is an example of an Application for Payment for work in progress. Please note that dollar amounts shown below are for illustrative purposes only, and are not intended to reflect actual construction costs.

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 100,000.00
2. Net change by Change Orders	\$ 5,000.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 105,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 40,000.00
5. RETAINAGE:	
a. % of Completed Work (Columns D + E on G703)	\$ 3,000.00
b. % of Stored Material (Column F on G703)	\$ 500.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$ 3,500.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 36,500.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 18,000.00
8. CURRENT PAYMENT DUE	\$ 18,500.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 66,500.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	10,000.00	5,000.00
TOTALS	10,000.00	5,000.00
NET CHANGES by Change Order	5,000.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Robert Apple
By: ROBERT APPLE, PRESIDENT Date: AUGUST 1, 1992

State of: VIRGINIA
County of: FAIRFAX
Subscribed and sworn to before me this FIRST day of AUGUST 1992

Notary Public: Jan Smith
My Commission expires: DEC. 31, 1993

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: _____
By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

C. MAKING PAYMENT

The Owner should make payment directly to the Contractor based on the amount certified by the Architect on AIA Document G702, Application and Certificate for Payment. The completed form contains the name and address of the Contractor. Payment should not be made to any other party unless specifically indicated on G702.

D. EXECUTION OF THE DOCUMENT

Each person executing the Agreement should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the Agreement. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.



AIA[®] Document G703[™] – 1992

Continuation Sheet

Page 2 of 3

AIA Document G703[™]-1992, Application and Certificate for Payment, or G732[™]-2009, Application and Certificate for Payment, Construction Manager as **PROJECT EDITOR**, Warm Storage Building
 containing Contractor's signed certification is attached.
 In tabulations below, amounts are in US dollars.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 6 Final
APPLICATION DATE: 02/16/2021
PERIOD TO: 02/28/2021
ARCHITECT'S PROJECT NO: 107719

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
1	Bonding	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	\$0.00	
2	Misc. Material	\$6,000.00	\$5,500.00	\$500.00	\$0.00	\$6,000.00	\$0.00	
3	Rental	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	
4	Mobilization	\$3,000.00	\$2,250.00	\$750.00	\$0.00	\$3,000.00	\$0.00	
5	Tool Use	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	\$0.00	
6	Clean Up	\$5,000.00	\$2,750.00	\$2,250.00	\$0.00	\$5,000.00	\$0.00	
7	Job Supervision	\$30,000.00	\$27,500.00	\$2,500.00	\$0.00	\$30,000.00	\$0.00	
8	TMG Labor	\$2,600.00	\$2,100.00	\$500.00	\$0.00	\$2,600.00	\$0.00	
9	TMG Carpentry	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	\$0.00	
10	Dumpster/Disposal	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	\$0.00	
11	02 4119 Selective Demolition	\$101,220.00	\$101,220.00	\$0.00	\$0.00	\$101,220.00	\$0.00	
12	03 0102 Concrete Demolition & Preparation	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	\$0.00	
13	03 3100 Concrete Forming & Accessories	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	
14	03 1113 Concrete Shoring	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	\$0.00	
15	03 21 00 Concrete Reinforcing Steel	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	\$0.00	
16	03 3100 Structural Concrete	\$65,500.00	\$65,500.00	\$0.00	\$0.00	\$65,500.00	\$0.00	
17	04 2000 Unit Masonry	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	
18	05 1200 Structural Steel	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	\$0.00	
19	05 3100 Steel Roof Deck	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	\$0.00	
20	05 5000 Metal Fabrications	\$6,000.00	\$5,000.00	\$1,000.00	\$0.00	\$6,000.00	\$0.00	
21	05 5100 Metal Grating Stairs	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	\$0.00	
22	05 5300 Bar Gratings	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	
23	06 1000 Rough Carpentry	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	\$0.00	
SUB-TOTALS		\$340,820.00	\$333,320.00	\$7,500.00	\$0.00	\$340,820.00	\$0.00	
GRAND TOTAL								

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Document G703™ – 1992 Instructions

Continuation Sheet

GENERAL INFORMATION

Purpose and Related Documents. AIA Document G703™, Continuation Sheet, is to be used in conjunction with AIA Document G702™, Application and Certificate for Payment, or AIA Document G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition. These documents are designed for use on Projects where the Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Documents A201™, General Conditions of the Contract for Construction, and A232™, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

Use of Current Documents. Prior to using any AIA Contract Document, users should consult www.aia.org or a local AIA component to verify the most recent edition.

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COMPLETING G703-1992

Heading. This information should be completed in a manner consistent with similar information on AIA Document G702, Application and Certificate for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, whichever is applicable.

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Column D. Enter in this column the amount of completed Work covered by the previous application (columns D & E from the previous application). Values from column F (Materials Presently Stored) from the previous application should not be entered in this column.

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Column G. Enter here the total of columns D, E and F. Calculate the percentage completed by dividing column G by column C.

Column H. Enter here the difference between column C (Scheduled Value) and column G (Total Completed and Stored to Date).

Column I. This column is normally used only for contracts where variable retainage is permitted on a line-item basis. It need not be completed on projects where a constant retainage is withheld from the overall contract amount.

Change Orders. Although Change Orders could be incorporated by changing the schedule of values each time a Change Order is added to the Project, this is not normally done. Usually, Change Orders are listed separately, either on their own G703 form or at the end of the basic schedule. The amount of the original contract adjusted by Change Orders is to be entered in the appropriate location on the G702 or G732 form, whichever is applicable.

Construction Change Directives. Amounts not in dispute that have been included in Construction Change Directives should be incorporated into one or more Change Orders. Amounts remaining in dispute should be dealt with according to Section 7.3 of AIA Document A201 or Section 7.3 of AIA Document A232.

The following is an example of a Continuation Sheet for work in progress. Please note that dollar amounts shown below are for illustrative purposes only, and are not intended to reflect actual construction costs.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)		
1	MOBILIZATION	5,000	5,000	0	0	5,000	100	0	
2	STUMP REMOVAL	5,000	5,000	0	0	5,000	100	0	
3	EARTH WORK	15,000	10,000	5,000	0	15,000	100	0	
4	LOWER RETAINING WALL	10,000	0	5,000	0	5,000	50	5,000	
5	CURBS & MISC. CONC.	5,000	0	0	0	0	0	5,000	
6	PAVING, UPPER DRIVE	20,000	0	0	0	0	0	20,000	
7	PAVING, LOWER DRIVE	20,000	0	0	0	0	0	20,000	
8	PAVERS	20,000	0	0	10,000	10,000	50	10,000	
9	BRICK WORK	5,000	0	0	0	0	0	5,000	
10									
11	GRAND TOTAL	105,000	20,000	10,000	10,000	40,000		65,000	



AIA[®] Document G703[™] – 1992

Continuation Sheet

Page 3 of 3

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as PROJECT Director, New Brighton Public Works Warm Storage Building Remodel

APPLICATION NO: 6 Final
APPLICATION DATE: 02/16/2021
PERIOD TO: 02/28/2021
ARCHITECT'S PROJECT NO: 107719

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
24	07 2100 Building Insulation	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100%	\$0.00	
25	07 6200 Sheet Metal Flashing & Trim	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100%	\$0.00	
26	07 7200 Roof Accessories	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100%	\$0.00	
27	07 9200 Joint Sealants	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100%	\$0.00	
28	08 3613 Sectional Doors	\$52,580.00	\$52,580.00	\$0.00	\$0.00	\$52,580.00	100%	\$0.00	
29	08 8000 Glazing	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	100%	\$0.00	
30	09 2900 Gypsum Board Assemblies	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100%	\$0.00	
31	09 9123 Painting	\$14,400.00	\$14,400.00	\$0.00	\$0.00	\$14,400.00	100%	\$0.00	
32	10 1400 Signage	\$2,950.00	\$2,950.00	\$0.00	\$0.00	\$2,950.00	100%	\$0.00	
33	11 8129 Facility Fall Protection	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100%	\$0.00	
34	21 0000 Fire Suppression	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	100%	\$0.00	
35	22 0000 Plumbing	\$53,400.00	\$53,400.00	\$0.00	\$0.00	\$53,400.00	100%	\$0.00	
36	23 0000 Heating, Ventilation & Air Conditioning	\$38,800.00	\$38,800.00	\$0.00	\$0.00	\$38,800.00	100%	\$0.00	
37	26 0000 Electrical	\$58,000.00	\$56,000.00	\$2,000.00	\$0.00	\$58,000.00	100%	\$0.00	
38	27 0000 Communications	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	
39	28 0000 Electronic Safety & Security	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	
40	32 1216 Asphalt Paving	\$9,950.00	\$9,950.00	\$0.00	\$0.00	\$9,950.00	100%	\$0.00	
41	32 3113 Chain Link Fences & Gates	\$4,400.00	\$4,400.00	\$0.00	\$0.00	\$4,400.00	100%	\$0.00	
42	Contractors Fee	\$55,000.00	\$51,250.00	\$3,750.00	\$0.00	\$55,000.00	100%	\$0.00	
43	Alternate No. 3: Provide and Install City Logo on Exterior	\$4,450.00	\$4,450.00	\$0.00	\$0.00	\$4,450.00	100%	\$0.00	
44	Change Order Number: 001	(\$2,450.00)	\$0.00	(\$2,450.00)	\$0.00	(\$2,450.00)	100%	\$0.00	
TOTALS		\$676,800.00	\$666,000.00	\$10,800.00	\$0.00	\$676,800.00	100%	\$0.00	
GRAND TOTAL									

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Document G703™ – 1992 Instructions

Continuation Sheet

GENERAL INFORMATION

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)		
1	MOBILIZATION	5,000	5,000	0	0	5,000	100	0	
2	STUMP REMOVAL	5,000	5,000	0	0	5,000	100	0	
3	EARTH WORK	15,000	10,000	5,000	0	15,000	100	0	
4	LOWER RETAINING WALL	10,000	0	5,000	0	5,000	50	5,000	
5	CURBS & MISC. CONC.	5,000	0	0	0	0	0	5,000	
6	PAVING, UPPER DRIVE	20,000	0	0	0	0	0	20,000	
7	PAVING, LOWER DRIVE	20,000	0	0	0	0	0	20,000	
8	PAVERS	20,000	0	0	10,000	10,000	50	10,000	
9	BRICK WORK	5,000	0	0	0	0	0	5,000	
10									
11	GRAND TOTAL	105,000	20,000	10,000	10,000	40,000		65,000	

Invoice



TMG Construction, Inc.
576 Front Avenue
St. Paul, MN 55117-4709
PH: (651) 789-0028
FAX: (651) 789-0582

DATE

INVOICE #

3/1/2021

1548

BILL TO:

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

P.O. NUMBER

TERMS

PROJECT

992 Warm Storage Bl...

QUANTITY

DESCRIPTION

RATE

AMOUNT

Project 19-7
New Brighton Public Works Warm Storage Building Remodel
803 Old Highway 8 NW
New Brighton, MN 55112

Pay Application #6

39,100.00

It's been a pleasure working with you!

TOTAL

\$39,100.00



296561

WAIVER OF CONSTRUCTION LIEN PAYMENT

February 28, 2021

For good and valuable consideration, the undersigned hereby irrevocably and unconditionally waives and releases any and all (a) rights and claims for a construction or other lien on land and buildings being construction, altered, erected or repaired and to the appurtenances thereunto, (b) rights and claims on any payment bond(s) furnished in conjunction with said construction, alteration, erection or repair, and (c) rights and claims for lien on money, bonds, or warrants due or to become due to the prime contractor therefor. The property covered by this waiver is owned by the City of New Brighton (owner), is located at 803 Old Highway 8 NW, New Brighton MN 55112 is described as Warm Storage Building and this waiver pertains to a portion of the work to be performed by TMG Construction, Inc. (prime contractor), 576 Front Avenue, St. Paul, MN 55117.

This waiver covers all labor, material and supplies for construction, alteration, erection, and repairs furnished by the undersigned under a contract with the City of New Brighton through the date of this waiver in the amount of THIRTY NINE THOUSAND ONE HUNDRED AND NO/100 (\$39,100.00). The lien waiver is not valid until the amount listed above has been received.

Signed under the penalties of perjury as of this 28th, February, 2021.

CONTRACTOR: TMG Construction, Inc.



Signature of Authorized Individual

Tom Greeninger, President
Printed Name and Title of Above Individual

Subscribed and sworn to before me this 28th day of February, 2021.

Notary's Stamp 

Notary Signature 



TMG Construction, Inc.
General Contractor

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: February 15, 2021

The undersigned hereby acknowledges receipt of the sum of \$5,282.00.

Reference Invoice: 98296

CHECK ONLY ONE

- 1) ☒ As partial payment for labor, skill and materials furnished
- 2) ☐ As payment for all labor, skill and material furnished or to be furnished (except the sum of \$_____ retainage or holdback)
- 3) ☐ As full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name)

**Warm Storage Building
New Brighton Public Works
700 5th Street NW
New Brighton, MN 55112**

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien rights against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

By: _____

Title: _____

Company Name: Archetype Signmakers, Inc.

Company Address: 9611 James Ave. South, Minneapolis, MN 55431

Please email lien waiver to laurie@tmgcinc.us



TMG Construction, Inc.
General Contractor

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: January 26, 2021

The undersigned hereby acknowledges receipt of the sum of \$15,000.00.

Reference Invoice: Pay Application #2 (Plumbing) \$15,000.00.

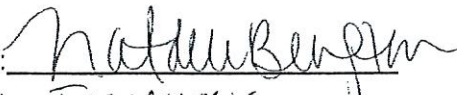
CHECK ONLY ONE

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**Warm Storage Building
New Brighton Public Works
700 5th Street NW
New Brighton, MN 55112**

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NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

By: 
Title: Treasurer

Company Name: Commercial Plumbing & Heating, Inc.

Company Address: 24428 Greenway Avenue, Forest Lake, MN 55025

Please email lien waiver to laurie@tmgcinc.us



TMG Construction, Inc.
General Contractor

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: January 28, 2021

The undersigned hereby acknowledges receipt of the sum of \$16,473.00.

Reference Invoice: Pay Application #4 (HVAC) \$16,473.00

CHECK ONLY ONE

- 1) ☒ As partial payment for labor, skill and materials furnished
- 2) ☐ As payment for all labor, skill and material furnished or to be furnished (except the sum of \$_____ retainage or holdback)
- 3) ☐ As full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name)

**Warm Storage Building
New Brighton Public Works
700 5th Street NW
New Brighton, MN 55112**

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NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

By: Natale Bingham
Title: Treasurer

Company Name: Commercial Plumbing & Heating, Inc.

Company Address: 24428 Greenway Avenue, Forest Lake, MN 55025

Please email lien waiver to laurie@tmgcinc.us



TMG Construction, Inc.
General Contractor

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: February 10, 2021

The undersigned hereby acknowledges receipt of the sum of \$18,102.00

Reference Invoice: Pay Application #2 (Plumbing) \$9,605.00; Pay Application #3 (Plumbing) \$5,700; and Pay Application #5 (HVAC) 2,797.00.

CHECK ONLY ONE

- 1) ☒ As partial payment for labor, skill and materials furnished
- 2) ☐ As payment for all labor, skill and material furnished or to be furnished (except the sum of \$_____ retainage or holdback)
- 3) ☐ As full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name)

**Warm Storage Building
New Brighton Public Works
700 5th Street NW
New Brighton, MN 55112**

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien rights against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

By: Nathan Bengtson
Title: Treasurer

Company Name: Commercial Plumbing & Heating, Inc.

Company Address: 24428 Greenway Avenue, Forest Lake, MN 55025

Please email lien waiver to laurie@tmgcinc.us

GOOD UPON RECEIPT OF PAYMENT



TMG Construction, Inc.
General Contractor

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: December 11, 2020

The undersigned hereby acknowledges receipt of the sum of \$13,437.50.

Reference Invoice: Pay Application #3

CHECK ONLY ONE

- 1) ☒ As partial payment for labor, skill and materials furnished
- 2) ☐ As payment for all labor, skill and material furnished or to be furnished (except the sum of \$_____ retainage or holdback)
- 3) ☐ As full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name)

**Warm Storage Building
New Brighton Public Works
700 5th Street NW
New Brighton, MN 55112**

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien rights against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

By: *Laurie R.*
Title: President

Company Name: Daley Electric, LLC

Company Address: 222 21st Street, Newport, MN 55055

Please email lien waiver to laurie@tmgcinc.us



TMG Construction, Inc.
General Contractor

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: January 20, 2021

The undersigned hereby acknowledges receipt of the sum of \$11,400.00.

Reference Invoice: Pay Application #4

CHECK ONLY ONE

- 1) ☒ As partial payment for labor, skill and materials furnished
- 2) ☐ As payment for all labor, skill and material furnished or to be furnished (except the sum of \$_____ retainage or holdback)
- 3) ☐ As full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name)

**Warm Storage Building
New Brighton Public Works
700 5th Street NW
New Brighton, MN 55112**

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NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

By: Laurie R.
Title: President

Company Name: Daley Electric, LLC

Company Address: 222 21st Street, Newport, MN 55055

Please email lien waiver to laurie@tmgcinc.us



TMG Construction, Inc.
General Contractor

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: January 20, 2021

The undersigned hereby acknowledges receipt of the sum of \$3,591.00.

Reference Invoice: Invoice #14558

CHECK ONLY ONE

- 1) ☒ As partial payment for labor, skill and materials furnished
- 2) ☐ As payment for all labor, skill and material furnished or to be furnished (except the sum of \$_____ retainage or holdback)
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New Brighton Public Works
700 5th Street NW
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By: 

Title: President

Company Name: Frontier Fire Protection, Inc.

Company Address: 550 County Road D, Ste. 18, New Brighton, MN 55112

Please email lien waiver to laurie@tmgcinc.us



TMG Construction, Inc.
General Contractor

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: January 20, 2021

The undersigned hereby acknowledges receipt of the sum of \$39,086.00.

Reference Invoice: 1552-\$19,363.00, 1553-\$9,000.00, and 1554-\$10,723.00.

CHECK ONLY ONE

- 1) ☒ As partial payment for labor, skill and materials furnished
- 2) ☐ As payment for all labor, skill and material furnished or to be furnished (except the sum of \$_____ retainage or holdback)
- 3) ☐ As full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name)

Warm Storage Building
New Brighton Public Works
700 5th Street NW
New Brighton, MN 55112

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien rights against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

By: [Signature]
Title: Owner

Company Name: Norling Construction, LLC
Company Address: 608 County Rd. E, Hudson, WI 54016




Please email lien waiver to laurie@tmginc.us

TMG Construction, Inc., 576 Front Ave., Saint Paul, MN 55117, O(651)789-0028, F (651)789-0582, www.tmginc.us



Report Number:	11
Agenda Section:	Consent
Report Date:	03/16/21
Council Meeting Date:	03/23/21

REQUEST FOR COUNCIL CONSIDERATION


ITEM DESCRIPTION: Consider Application for a Solicitor License for ACE Solid Waste	
DEPARTMENT HEAD'S APPROVAL: Daniel R. Olson, Deputy Director of Public Safety	
CITY MANAGER'S APPROVAL:	
No comments to supplement this report 	Comments attached <u> </u>

Recommendation: To issue a solicitor license to ACE Solid Waste, valid from April 1 through May 31, 2021; and possibly future 2021 dates to be determined.

Legislative History: City Code Chapter 20 regulates solicitor licenses.

Financial Impact: Solicitor licenses generate revenue of \$80/month based on the 2021 Fee Schedule.


Explanation: ACE Solid Waste has applied for a solicitor license for the sale of garbage and yard waste services in New Brighton. They are a licensed hauler in New Brighton. A letter was sent to ACE Solid Waste requesting a representative attend the virtual Council meeting to answer any questions the Council may have. All required fees have been paid.


 Julie Forbord
 Office Supervisor



Agenda Section:	Consent
Report Date:	3/17/2021
Council Meeting Date:	3/23/2021

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION: Consider Electric Vehicle Public Charging Pilot Service Agreement
DEPARTMENT HEAD'S APPROVAL: Craig Schlichting, Director of Community Assets & Development <i>C6S</i>
CITY MANAGER'S APPROVAL: 
No comments to supplement this report <u> </u> Comments attached <u> </u>

Recommendation:

Authorize Director of Community Assets and Development to work with City Attorney and sign an approved Electric Vehicle Public Charging Pilot Service Agreement.

Legislative History:

11/24/20 Authorized Director of Community Assets and Development to Apply for MCES, MPCA, and other grants related to the procurement of charging station infrastructure.

Financial Impact:

This agreement covers owner and Xcel responsibilities for the installation of an the electrical service for connection to electrical vehicle charging equipment. With the installation of public charging stations there are costs for equipment purchase, power extension, maintenance, and installation. Grants will be utilized to lower any future City related costs.

Explanation:

The City recently was accepted to be part of Xcel Energy pilot. The pilot feasibility study and assessment are complete and Xcel is proposing that the City now enter a customer agreement. This program would cover all of the costs associated with the infrastructure upgrades (related to power), installation, design, permitting and labor. The City would be responsible for purchase of the charging equipment and energy used following install.



Craig Schlichting, P.E.

Director of Community Assets and Development

Attachment: Pilot Service Agreement
EV Charging Station Schematic

ELECTRIC VEHICLE PUBLIC CHARGING PILOT SERVICE AGREEMENT

THIS ELECTRIC VEHICLE PUBLIC CHARGING PILOT SERVICE AGREEMENT (the “Agreement”), made this _____ day of _____, _____ (“Effective Date”) by and between NORTHERN STATES POWER COMPANY, a Minnesota corporation, doing business as Xcel Energy (“Xcel Energy”), 414 Nicollet Mall, Minneapolis, Minnesota 55401, and _____ (“Customer”). Customer and Xcel Energy may be referred to herein individually as a “Party” or collectively as the Parties.

WITNESSETH: That the parties hereto, each in consideration of the promises of the other in this Agreement, agree as follows:

1. Definitions

- “Applicable Laws” means all applicable federal and state laws, codes, ordinances, rules, regulations, judgments, decrees, directives, guidelines, policy requirements, and orders of any governmental person having jurisdiction over the Pilot Project, the practices involved in the Pilot Project, or any work Xcel Energy or Customer performs.
- “Calendar Days” means every day shown on the calendar, beginning and ending at midnight.
- “Charging Equipment” means the electric vehicle charging equipment installed by Customer at the Customer Location used to deliver electricity from the EV Supply Infrastructure to an electric vehicle. Charging Equipment includes the ungrounded, grounded, and equipment grounding conductors, the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets or apparatuses associated with the installed device, but does not include EV Supply Infrastructure.
- “Charging Station” means a station consisting of all Charging Equipment which, when connected to the EV Supply Infrastructure, is collectively as a unit required to deliver EV charging services to Consumers at the Customer Location.
- “Consumer” means an individual who uses the Charging Equipment at the Customer Location to charge an electric vehicle.
- “Customer Location” means _____

_____.
- “DCFC Charging Equipment” means Charging Equipment capable of delivering at least 50 kW via direct current using both CHAdeMO and SAE CCS charging connectors.
- “Dispute” means a disagreement between Xcel Energy and Customer that arises under or that relates to the Agreement.
- “EV Supply Infrastructure” means all the electric vehicle charging infrastructure (excluding the Charging Equipment) and all associated equipment installed by Xcel Energy at the Customer Location necessary to connect the Charging Equipment to Xcel Energy’s electric distribution

system, and includes but is not limited to the following: poles, conduits, ducts, cables, concrete pads, manholes, handholes, supporting foundations, switchboards, and electrical wiring and conduit between the transformer, main power distribution cabinet, and Charging Equipment.

- “Facilities” means any privately, publicly, or cooperatively owned line, system, and or other utility item that produces, transmits, or distributes communications, power, cable, television, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, signal systems, and other products or services that serve the public, and/or a privately-owned irrigation system. Any necessary appurtenances to each Facility are considered a part of it.
- “Force Majeure Event” means fire, floods, explosion, catastrophe, accident, declared war, riot, acts of God, acts of terrorism, insurrection, strike, and applicable laws that prevent performance, to the extent (i) such event is beyond a Party’s control, that due diligence and use of reasonable efforts by the Party claiming the Force Majeure Event could not have avoided or prevented, (ii) that materially and adversely affects a Party’s ability to meet its obligations under this Agreement, and (iii) the Party claiming the Force Majeure Event gives prompt written notice of the same to the other Party. A Force Majeure Event does not include events due to the acts or omissions of the Party claiming the Force Majeure Event.
- “Not Public Data” has the same definition as under Minn. Stat. § 13.02, subd. 8a, and means any Customer or Xcel Energy data which is classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.
- “Pilot Project” means the activities of both Parties during the Term that relate to the installation and ongoing maintenance of EV Supply Infrastructure and Charging Equipment to support EV charging by Consumers at the Customer Location.
- “Working Days” means any Calendar Day, excluding Saturdays, Sundays, and legal public holidays, as set forth in 5 U.S.C. § 6103(a).

2. Eligibility and Availability

2.1 To be eligible to participate in the Pilot Project and prior to Xcel undertaking any Xcel Energy responsibility set forth in Section 4, Customer must provide documentation acceptable to Xcel Energy evidencing that Customer meets all of the following requirements (the “Customer Requirements”):

2.1.1 Qualify as a non-residential customer;

2.1.2 Own or lease the Customer Location, or be Xcel Energy’s customer of record associated with the premises electric service meter at the Customer Location;

2.1.3 Provide express written consent, in a form acceptable to Xcel Energy in its sole discretion, from the owner of the Customer Location to grant Xcel Energy the appropriate real property rights and continuous access to EV Supply Infrastructure installed, owned, and maintained by Xcel Energy, including any necessary license agreements or easements signed by the owner of the Customer Location and approved by Xcel Energy;

- 2.1.4 During the Term, agree to take electric service to the Charging Stations on Xcel Energy's published A90 rate, or any rate that replaces the A90 rate;
 - 2.1.5 Agree to install and maintain at the Customer Location during the Term at least one Charging Station with DCFC Charging Equipment, at Customer's sole cost and expense;
 - 2.1.6 Ensure all Charging Station electric load is separately metered from any other load served at the Customer Location; and,
 - 2.1.7 Provide proof, acceptable to Xcel Energy in its sole determination, that Customer has purchased and has the ability, financial, technical or otherwise, to install Charging Stations that meet Xcel Energy's technical and safety standards, including that DCFC Charging Equipment meets requirements for Minnesota's Diesel Replacement program, and that have smart-charging capabilities.
- 2.2 To be eligible to participate in the Pilot Project, the Customer Location must provide documentation acceptable to Xcel Energy evidencing that Customer meets the following requirements (the "Customer Location Requirements"):
- 2.2.1 Be located in Xcel Energy's service territory and on corridors or in in high-utilization areas, as determined by Xcel Energy in its sole discretion;
 - 2.2.2 Be located in public places that generally allow for access twenty-four (24) hours each day, seven (7) days each week;
 - 2.2.3 Meet Xcel Energy's minimum safety, accessibility, convenience, and reliability requirements;
 - 2.2.4 Include a location acceptable to Xcel Energy, in Xcel Energy's sole determination, to deploy Charging Stations in a cost-effective manner, based on factors such as proximity to transformers, length of trenching, available transmission and distribution capacity, and ease of access for electric vehicle drivers, as determined by Xcel Energy in its sole discretion.

3. Customer Responsibilities

- 3.1 Except for the costs incurred by Xcel Energy to undertake the responsibilities set forth in Section 4 of this Agreement, Customer will pay all other costs of the Pilot Project.
- 3.2 Customer will assist in coordinating installation and maintenance of the EV Supply Infrastructure at the Customer Location with Xcel Energy and its contractor(s), including any applicable Charging Equipment manufacturers, vendors, or subcontractors, who provide services in connection with installing and maintaining the EV Supply Infrastructure. This will include issuing or obtaining any necessary license to allow Xcel Energy and its contractor(s) access to the Customer Location for the installation and maintenance of the EV Supply Infrastructure. Customer will also meet regularly with Xcel Energy to review and coordinate time schedules and track EV Supply Infrastructure and Charging Equipment installation status.

- 3.3 Customer will be responsible for the procurement of all necessary Charging Equipment for the Pilot Project at the Customer Location that meet the Customer Requirements within thirty (30) Calendar Days of the Effective Date, and shall provide proof of such purchase to Xcel Energy. Failure to provide proof of purchase within thirty (30) Calendar Days after the Effective Date will void any of Xcel Energy's obligations under Section 4 of this Agreement, and Xcel Energy may terminate, in its sole discretion, this Agreement immediately upon written notice to Customer in the event of such failure.
- 3.4 Customer will provide Xcel Energy with accurate and complete information regarding the Pilot Project in order to permit Xcel Energy to successfully install and complete the EV Supply Infrastructure for the Pilot Project. Customer consents to and permits Xcel Energy and its contractor(s), including any applicable Charging Equipment manufacturers, vendors, and subcontractors, who provided services in connection with installing and maintaining the EV Supply Infrastructure, to have remote access in order to access, collect, and share data from the Charging Equipment with respect to charging activity, vehicle usage, and technical performance (the "Data") during the Term of this Agreement. In addition to the Data, Customer agrees to provide to Xcel Energy the following information:
- (1) on an annual basis: (a) number of charging ports at the Customer Location, and individual port capacities; (b) costs to install Charging Equipment; (c) rates and fees charged to end-use customers, and if rates changed during the year, when particular rates were in effect; and (d) any public and/or private funds leveraged to install or maintain the Charging Equipment;
 - (2) on a monthly basis: (a) number of charging events, times, and durations, if the Charging Equipment is capable of providing such information; and (b) percentage of charging that aligns with onsite generation at Customer Location, if applicable; and
 - (3) any other information relating to the Charging Equipment and its usage that Xcel Energy may request from time to time.

Except for information or documents properly designated by Customer as "Not Public Data," Xcel Energy shall not be prohibited or restricted from disclosure or use of any Data, information, or documents it receives from Customer, nor is Xcel Energy prohibited or restricted from disclosing "Not Public Data" in connection with any legal or regulatory proceeding, provided Xcel Energy provides Customer with notice pursuant to Section 7.9.

- 3.5 Customer will pay for power consumed by the EV Supply Infrastructure and dispensed from the Charging Equipment at Xcel Energy's A90 service rate schedule, or any subsequent service rate schedule which replaces or modifies the A90 service rate schedule. If at any point during the Term Xcel Energy's public charging pilot is taken to scale as a program with terms different from the A90 service rate schedule, or if the A90 service rate schedule is modified for any reason, Customer may switch to the modified tariff for the remainder of the Term, and Customer shall pay for power consumed by the EV Supply Infrastructure and/or dispensed from the Charging Equipment at such modified tariff upon the effective date of the new tariff.

- 3.6 The rates Customer will charge Consumers for using the Charging Equipment at Customer Location will reflect the on-peak and off-peak time periods of the A90 service rate schedule, or any subsequent service rate schedule, and will include an energy rate differential ratio of at least 2:1. Customer may opt out of this default arrangement at its discretion to set pricing that reflects other considerations or needs, provided that the prices Customer charges to Consumers are reported to Xcel Energy as set forth in Section 3.5.
- 3.7 After installation of both the Charging Equipment and EV Supply Infrastructure is completed, Customer will operate and maintain the Charging Equipment at the Customer Location for the Term of this Agreement, and guarantees the safe and reliable operation of the Charging Equipment in accordance with applicable laws, rules and regulations. During the Term, Customer grants Xcel Energy, and its officers, agents, representatives, employees, and contractors a right of ingress, egress, and physical disturbance to the Customer Location on a seven (7) day, twenty-four (24) hour per day basis as required to construct, install, maintain, operate, repair, and remove EV Supply Infrastructure in accordance with the provisions of this Agreement. The general manner of such ingress and egress is subject to coordination with Customer.
- 3.8 After installation of both the Charging Equipment and EV Supply Infrastructure is completed, Customer will make the Charging Equipment at Customer Location available to the public for EV charging twenty-four (24) hours each day, seven (7) days each week, except at times when the Charging Equipment or EV Supply Infrastructure fails to operate or otherwise requires repair. Customer guarantees the Charging Equipment at Customer Location will be in full working order and available to the public for EV charging at least 95% of the time annually.
- 3.9 Customer will promptly notify Xcel Energy in the event Customer becomes aware that the Charging Equipment or EV Supply Infrastructure fails to operate or otherwise requires repair.
- 3.10 In the case of total equipment failure of all or a portion of the EV Supply Infrastructure, that is caused by Customer, any of Customer's employees, agents, or partners, or any Consumers, and not covered by a manufacturer's warranty, Customer may either request that Xcel Energy replace the necessary equipment at Customer's expense or terminate this Agreement pursuant to Section 5.1.
- 3.11 Customer will maintain the area surrounding the EV Supply Infrastructure, including, but not limited to, pavement maintenance, pruning of vegetation, snow removal, and the repair of security lighting.
- 3.12 Customer may remedy minor issues with the EV Supply Infrastructure that do not require qualified technicians to address, such as resetting infrequently tripped circuit breakers.
- 3.13 Customer will participate in surveys initiated by Xcel Energy and provide feedback about the Pilot Project. Customer will permit Xcel Energy to conduct surveys of Consumers using the Charging Infrastructure related to end-user satisfaction of the Pilot Project, and electric vehicles and electric vehicle charging infrastructure in general. Xcel Energy may freely use such feedback without restriction.

4. Xcel Energy Responsibilities

- 4.1 Xcel Energy and/or qualified and competent contractors hired by Xcel Energy will prepare construction drawings ("Construction Drawings") for the EV Supply Infrastructure at location(s) within the Customer Location determined by Customer in coordination with Xcel Energy. The Construction Drawings will show the proposed EV Supply Infrastructure and its location(s) within the Customer Location. Prior to Xcel Energy commencing construction of the EV Supply Infrastructure, Customer must approve the Construction Drawings. Once approved, the Construction Drawings may be modified only with the mutual consent of both Parties.
- 4.2 Xcel Energy will prepare and coordinate the EV Supply Infrastructure installation schedule ("Installation Schedule") with designated Customer staff as to minimize disruption to Customer's operations. Xcel Energy will also meet regularly with Customer staff to review and coordinate time schedules and track EV Supply Infrastructure status. Prior to Xcel Energy commencing construction of the EV Supply Infrastructure, Customer must approve the Installation Schedule. Once approved, the Installation Schedule may be modified only with the mutual consent of both Parties.
- 4.3 Xcel Energy will install the EV Supply Infrastructure pursuant to the Installation Schedule and consistent with the Construction Drawings in a good and workmanlike manner, with qualified and competent contractors, in compliance with all applicable codes and engineering standards, and in compliance with all Applicable Laws.
- 4.4 Xcel Energy will retain title and ownership of the EV Supply Infrastructure once installation and commissioning are completed. Customer shall acquire no right, title, or interest in any portion of the work performed by Xcel Energy or Xcel Energy's equipment, EV Supply Infrastructure or Facilities unless transferred to Customer under the provisions in Section 5. The work constructed and installed by Xcel Energy shall be and remain the personal property of Xcel Energy, shall not be considered a fixture of the property, shall not attach to the realty, and shall not be alienable or lienable by Customer or any third party for the Term of this Agreement, and Customer shall not allow lien claims, third party interest or any encumbrances to be placed on the work and/or EV Supply Infrastructure. Xcel Energy shall not permit any mechanics' or other liens to be placed on Customer property during the Term of this Agreement caused by or resulting from any work performed, material, or supplies furnished by or at the request of Xcel Energy or its contractors.
- 4.5 Xcel Energy shall own, operate, and maintain at its own expense the EV Supply Infrastructure at the Customer Location for the Term of this Agreement, unless terminated earlier as provided herein. Xcel Energy may engage one or more third-party contractors to complete its obligations under this Agreement. Xcel Energy shall not knowingly award contracts to contractors who have been or are suspended or debarred by the State of Minnesota or the United States. Xcel Energy shall be responsible for supervising any third-party contractor it chooses to retain.

- 4.6 After installation of, and while Xcel Energy owns the EV Supply Infrastructure, Xcel Energy shall conduct emergency repairs on the EV Supply Infrastructure on an as needed basis in accordance with the following:
- 4.6.1 Requests for emergency repairs can be made by Customer or Xcel Energy staff.
 - 4.6.2 Customer's requests for repair shall be made via telephone, email, or text message to an agreed-upon representative at Xcel Energy.
 - 4.6.3 All emergency repairs shall be completed by qualified technicians selected by Xcel Energy.
 - 4.6.4 Emergency repair service calls shall begin with inspection of malfunctioning EV Supply Infrastructure, a diagnosis of the potential issue, and an expected time required for repair.
 - 4.6.5 Xcel Energy shall use commercially reasonable efforts to repair the EV Supply Infrastructure in a timely manner.
 - 4.6.6 If the EV Supply Infrastructure cannot be repaired within one hour of the service technician's arrival, Customer shall be notified and given an estimated time the equipment is anticipated to be repaired.
- 4.7 After installation of, and while Xcel Energy owns the EV Supply Infrastructure, Xcel Energy may inspect the EV Supply Infrastructure at the Customer Location for general wear or malfunction on a periodic basis as determined by Xcel Energy. Such inspection may include, but is not limited to the following:
- 4.7.1 Xcel Energy shall have the right, but not the obligation, to inspect the Charging Equipment for initial and ongoing integration with the EV Supply Infrastructure.
 - 4.7.2 If periodic inspections reveal EV Supply Infrastructure failure, Xcel Energy shall request on-site technical services for inspection, diagnosis and emergency repair as set forth in Section 4.6.
- 4.8 Xcel Energy shall be responsible for the cost of purchasing and installing the EV Supply Infrastructure. Xcel Energy shall also be responsible for all costs that Xcel Energy, in its sole discretion, deems reasonably required for operating and maintaining the EV Supply Infrastructure (except that Customer will pay for all power consumed by the EV Supply Infrastructure and/or dispensed from the Charging Equipment, and any costs required under Section 3.10). All payments for this EV Supply Infrastructure will be made directly by Xcel Energy to the third-party contractor retained to complete the work, and Xcel Energy will have no financial obligation for any payments to Customer.
- 4.9 Xcel Energy will promptly notify Customer in the event Xcel Energy becomes aware that the EV Supply Infrastructure fails to operate or otherwise requires repair.

- 4.10 In the case of total equipment failure of all or a portion of the EV Supply Infrastructure, that is not caused by Customer, any of Customer's employees, agents, or partners, or any Consumers, and not covered by a manufacturer's warranty, Xcel Energy may either replace the necessary equipment at Xcel Energy's expense or terminate this Agreement pursuant to Section 5.1.

5. Term and Termination

- 5.1 This Agreement shall be effective upon the Effective Date. The term of this Agreement (the "Term") shall be for a ten (10) year period from the Effective Date. Either Party may terminate this Agreement for any reason or no reason, without cause, at any time by providing the other Party sixty (60) Calendar Days prior written notice. If Customer terminates this agreement pursuant to this Section 5.1, Xcel Energy shall sell to Customer and Customer shall buy all EV Supply Infrastructure, on an "as is" basis, without any warranty (express or implied), at the undepreciated balance of the EV Supply Infrastructure, as reasonably determined by Xcel Energy based on Xcel Energy's cost to purchase and install the EV Supply Infrastructure and the expected lives of the components of the EV Supply Infrastructure as of the date of termination. If Xcel Energy terminates this Agreement pursuant to this Section 5.1, Xcel Energy shall transfer title of the EV Supply Infrastructure to Customer, without any payment from Customer, and the EV Supply Infrastructure will be deemed abandoned in place in "AS IS" condition, without any warranty (express or implied) by Xcel Energy.
- 5.2 Either Party may terminate this Agreement if the other party materially breaches any of its obligations under the Agreement.
- 5.2.1. Prior to termination pursuant to this Section 5.2, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within thirty (30) Calendar Days of the notice (or, if the breach is not one that can be reasonably cured within thirty (30) Calendar Days, and if the breaching Party is not working diligently to cure such breach), then the Party giving the notice may terminate the Agreement without reference to Section 5.1 at any time thereafter by giving a written notice of termination.
- 5.2.2. If Customer terminates pursuant to this Section 5.2 for Xcel Energy's material breach of the Agreement, Xcel Energy shall transfer title of the EV Supply Infrastructure and Optional Charging Equipment, as applicable, to Customer, without any payment from Customer, and the EV Supply Infrastructure and Optional Charging Equipment will be deemed abandoned in place in "AS IS" condition, without any warranty (express or implied) by Xcel Energy.
- 5.2.3. Xcel Energy terminates pursuant to this Section 5.2 for Customer's material breach of the Agreement, Customer shall buy all EV Supply Infrastructure and Optional Charging Equipment, as applicable, on an "as is" basis, without any warranty (express or implied), at the undepreciated balance of the EV Supply Infrastructure and any Optional Charging Equipment, as reasonably determined by Xcel Energy based on Xcel Energy's cost to purchase and install the EV Supply

Infrastructure and Optional Charging Equipment and the expected lives of the components of the EV Supply Infrastructure and Optional Charging Equipment as of the date of termination.

5.2.4. A party terminating this Agreement pursuant to this Section 5.2 does not waive its rights to any remedy at law or in equity for a material breach of the Agreement.

5.3 At least one hundred and eighty (180) Calendar Days prior to the end of the Term of this Agreement, the Parties shall endeavor to negotiate a mutually agreeable plan for the EV Supply Infrastructure that will commence at the end of the Term of this Agreement, including but not limited to the following:

5.3.1 Extension of the Term of this Agreement;

5.3.2 Customer pays Xcel Energy an amount equivalent to the undepreciated balance of the EV Supply Infrastructure (based on Xcel Energy's cost to purchase and install the EV Supply Infrastructure and the expected lives of the components of the EV Supply Infrastructure) as of the end of the Term of the Agreement, and title to the EV Supply Infrastructure transfers to Customer in "AS IS" condition, without any warranties (express or implied) by Xcel Energy; or

5.3.3 Xcel Energy removes, at Xcel Energy's expense, the portion of the EV Supply Infrastructure that is above ground, restoring the Customer Location to original conditions or any other conditions agreed upon by the Parties, and Xcel Energy retains Title to the remaining portion of the EV Supply Infrastructure (the "Remaining EV Supply Infrastructure"), and such easement rights as Xcel Energy may require for the operation, repair, and maintenance of the Remaining EV Supply Infrastructure for the remainder of its expected life. At the end of the Remaining EV Supply Infrastructure's expected life, Xcel Energy shall transfer title of the Remaining EV Supply Infrastructure to Customer, without any payment from Customer, and the Remaining EV Supply Infrastructure will be deemed abandoned in place in "AS IS" condition, without any warranty (express or implied) by Xcel Energy.

5.4 If, at the end of the Term of this Agreement, the Parties have not come to a mutual agreement pursuant to Section 5.3 above, the Term of the Agreement shall automatically renew on a month-to-month basis until the Parties are able to come to a mutual agreement or until either Party unilaterally terminates the Agreement pursuant to Section 5.1.

5.5 Upon termination of this Agreement, in order to continue receiving electric service for a Charging Station, Customer must sign a new electric service agreement agreeing to take electric service pursuant to a tariff for which the Customer is then eligible.

6. Warranties, Indemnification, and Limitation of Liability

6.1 Customer represents and warrants that: (i) the execution, delivery and performance of the Agreement has been duly authorized by all requisite action on the part of Customer, and Customer has full power and authority to grant the rights and licenses granted by the

Agreement to Xcel Energy, including but not limited to the rights and licenses set forth in Section 3.2; (ii) this Agreement constitutes the legal, valid, and binding obligation of Customer; (iii) Customer is and will remain duly licensed, authorized or qualified to do business, and in good standing; and (iv) it is and will remain in compliance with all Applicable Laws applicable to it in connection with performance under this Agreement.

- 6.2 Xcel Energy, itself or through its contractor(s), shall perform the installation of the EV Supply Infrastructure in a safe and professional manner in accordance with all Applicable Laws. **EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6.1, XCEL ENERGY MAKES OR PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AGAINST INFRINGEMENT, WITH RESPECT TO THE WORK TO BE PERFORMED, SERVICES TO BE PROVIDED, OR EV SUPPLY INFRASTRUCTURE TO BE DELIVERED UNDER THIS AGREEMENT. IN THE EVENT TITLE TO EV SUPPLY INFRASTRUCTURE IS TRANSFERRED TO CUSTOMER IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, THE EV SUPPLY INFRASTRUCTURE IS PROVIDED "AS IS" AND WITH NO WARRANTY OF ANY KIND. XCEL ENERGY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 6.3 **IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL XCEL ENERGY BE LIABLE TO CUSTOMER AND ITS AGENTS, CONSUMERS, CONTRACTORS AND EMPLOYEES, FOR SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE.**
- 6.4 Subject to the limitations contained in this Agreement, each Party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by Applicable Laws and shall not be responsible for the acts of the other Party and the results thereof. Xcel Energy does not assume any responsibility for the adequacy, safety, design or satisfactory performance of the Facilities, Customer's design of any EV Supply Infrastructure, or the Charging Equipment. Notwithstanding the foregoing, to the fullest extent allowed by Applicable Laws, Customer shall, at its own expense, defend, indemnify and hold Xcel Energy harmless from and against any claims, lawsuits, liability, losses, damages or expenses (including attorney's fees) arising out of, resulting from or in any way connected with the: (i) the Charging Equipment; (ii) breach of any warranty set forth in Section 6.1; (iii) Customer's, or its employees', agents', contractors' or Consumers' negligent acts or omissions or willful misconduct; or (iv) the breach of Section 3.2 (License).
- 6.5 In no event will Xcel Energy be liable to Customer for any claims, expenses, losses, damages, or lawsuits arising out of any interruptions or disturbances in electric service. Except as described in this section, Xcel Energy's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement, or from performance or breach thereof, shall in no case exceed the total dollar amount for the specific work giving rise to the claim.

7. General Terms

- 7.1 *No Third-Party Beneficiary.* This Agreement is between the Parties and creates no third-party beneficiaries. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.
- 7.2 *Assignment Prohibited.* Customer shall not assign the Agreement, or any part thereof, nor delegate in whole or in part, its responsibilities hereunder, without the prior written consent of Xcel Energy. Unless otherwise agreed to in writing by Xcel Energy, no assignment will release or discharge the Customer from any obligations under the Agreement. Any prohibited assignment or delegation shall be null and void.
- 7.3 *Legal Compliance.* The Parties shall comply with all Applicable Laws. Each Party shall monitor its agents, contractors, and employees for the purposes of ensuring compliance with all Applicable Laws. If any change in circumstances or law will affect a Party's performance under this Agreement, that Party shall notify the other Party of the change in circumstances or law at the earliest reasonable opportunity, and the Parties will negotiate in good faith to modify the Agreement to take into account the changed circumstance or law.
- 7.4 *Dispute Resolution.* In the event of any Dispute arising out of or relating to this Agreement, the complaining Party shall provide written notice of Dispute to the other Party. The Dispute notice shall describe the facts surrounding the Dispute in sufficient detail to apprise the other Party of the nature of the Dispute.

Xcel Energy and Customer shall attempt in good faith to settle all Disputes through the negotiation process set forth in this Section. To this effect, unless otherwise agreed, Xcel Energy and Customer shall conduct at least one face-to-face meeting between the designated representatives from both Parties in an attempt to reach a solution that is satisfactory to both Xcel Energy and Customer. Such a meeting shall take place within seven (7) Calendar Days following delivery of a Dispute notice. If that meeting does not resolve the Dispute, Xcel Energy and Customer shall have executive level leadership from both Parties meet and attempt to resolve the Dispute.

If Xcel Energy and Customer fail to resolve a Dispute in accordance with this Section, either Party may, subject to Section 7.5, proceed to a court of competent jurisdiction and may, subject to any limitation set forth herein, pursue any remedies available to it at law or in equity.

- 7.5 *Applicable Law and Venue.* This Agreement shall be interpreted according with the laws of the State of Minnesota. Venue for all legal proceedings arising out of or relating to this Agreement or breach thereof shall be in the state or federal court with competent jurisdiction in Hennepin County, Minnesota.
- 7.6 *Non-Waiver.* The failure of either Party at any time to insist upon the strict performance of any or all of the terms, conditions, and covenants in this Agreement shall not be deemed a waiver by that Party of any subsequent breach or default in the said terms, conditions, or covenants by the other Party.

- 7.7 *Complete Agreement.* This Agreement constitutes the complete and exclusive understanding of the parties concerning its subject matter. This Agreement supersedes all prior agreements, representations, understandings, and communications, written or oral, between the Parties as to the subject matter of this Agreement.
- 7.8 *Amendments.* The terms of this Agreement may be changed, amended or modified only by mutual signed agreement of the parties.
- 7.9 *Data Practices.* Each Party must comply with the Minnesota Government Data Practices Act (Minnesota Statutes, chapter 13), as it applies to any data received, collected, stored, or disseminated by a Party for the work performed under this Agreement. However, nothing prevents the public filing of this Agreement with the Minnesota Public Utilities Commission. Each Party shall be responsible for specifically identifying any information or data in the Agreement that it believes to be Not Public Data.

If a Party receives a data practices request for information about or data from this Agreement (the "Receiving Party"), the Receiving Party shall promptly notify the other Party (the "Notified Party") in writing or email that a data practices request concerning this Agreement has been received by the Receiving Party and identify what information or documents it would intend to produce in response to such a request. Upon receipt of notice from the Receiving Party that it has received a data request, the Notified Party shall have ten Working Days within which to notify the Receiving Party that the Notified Party does not believe the information or documents can be released pursuant to the Minnesota Government Data Practices Act or other applicable law, and why. The Receiving Party shall be responsible for determining whether the requested data are public or otherwise classified and shall notify the Notified Party in writing or email of its decision, which notification shall be given at least three Working Days prior to release of the information or data to the requesting third party (if applicable). If the Notified Party disagrees with the Receiving Party's determination, the Notified Party may seek a protective order via court of competent jurisdiction.

Nothing in this section shall prohibit the disclosure of information, as required by law or legal process, to a court of competent jurisdiction or any agency or governmental body from the state or federal government with appropriate authority to request such information. If either Party is or could be legally compelled to make disclosure of information, the Receiving Party will notify the Notified Party prior to making such disclosure (unless prohibited by Applicable Laws) in order to permit the Notified Party to take steps to limit the effects of such disclosure. To be clear, any request for such information or documents issued to Xcel Energy from the Minnesota Public Utilities Commission, the Minnesota Department of Commerce, or the Office of the Minnesota Attorney General may be responded to by Xcel Energy in full, and if either Party believes that some portion of the response is non-public, such information or document will be marked in a manner consistent with the Minnesota Government Data Practices Act.

All reports, drawings, plans, specifications, calculations, studies, software programs, tapes, models, and memoranda, if any, assembled or prepared by Xcel Energy or Xcel Energy's affiliates, independent professional associates, agents, consultants, contractors, or subcontractors pursuant to this Agreement are instruments of service in respect of the

Agreement, and Xcel Energy shall retain all ownership and property interest therein. Customer may make and retain copies for information and reference in connection with the Pilot Project; provided, however, that it is understood and agreed that such documents are not intended to be re-used by Customer or others on extensions of the Pilot Project or on any other project or any other purpose other than as expressly set forth in this Agreement, and Customer shall not re-use or disclose to any third party all or any portion of such work product without the express prior written consent of Xcel Energy, which consent shall not be unreasonably withheld.

- 7.10 *Force Majeure.* If a Party's performance is delayed or hindered by a Force Majeure Event, such Party is excused from such performance for the period of delay, provided that the Party claiming a Force Majeure Event has notified the other Party of the delay as soon as is reasonably possible. In such event, the period for the performance shall be extended for the period of such delay.
- 7.11 The Parties are independent contractors. Nothing in this Agreement or in the activities contemplated by the Parties hereunder shall be deemed to create an agency, partnership, employment or joint venture relationship between the Parties or any of their representatives. Neither Party is an agent of the other nor has the authority to represent the other as to any matters. Customer responsible for the safety of its respective agents, employees and other representatives. Xcel Energy in no way assumes any of the duties, obligations or liabilities attributed to Customer under the Agreement.
- 7.12 Those provisions of this Agreement which would require that they survive termination of the Agreement in whole or part in order to give them full force and effect will survive the termination of the Agreement, regardless of the date, cause or manner of the termination. Such provisions include but are not limited to Sections 3.4, 5.2, 5.5, 6.1, 6.2, 6.3, 6.4, 6.5, 7.1, 7.4, 7.5, 7.12, 7.14, 7.15, as well as the Company's right to retain any Data collected in connection with the Pilot Project. In addition, all rights of action arising from or related to the Agreement that accrue during the Term of the Agreement, and any remedies for such claims, both legal and equitable, will survive such termination.
- 7.13 *Branding and Consumer Education.* The Parties agree to discuss opportunities for Company branding, consumer outreach and education efforts related to the benefits of electric vehicles, and implementation of renewable energy in connection with the Pilot Project.
- 7.14 *Taxes on Sale of EV Supply Infrastructure.* If Xcel Energy sells the EV Supply Infrastructure to Customer at the then undepreciated balance of the EV Supply Infrastructure and Customer agrees to purchase the same, then Xcel Energy will deliver to Customer a Bill of Sale for the undepreciated balance of the EV Supply Infrastructure. Customer further agrees that, in accordance with federal and state laws in effect at the time of the sale of the EV Supply Infrastructure from Xcel Energy to Customer: (i) Customer shall be responsible for and shall pay transfer taxes, either directly to a taxing authority or to Xcel Energy, as required by law, related to the undepreciated balance of the EV Supply Infrastructure as stated on the Bill of Sale; and (ii) Xcel Energy agrees to complete a Form

W-9 "Request for Taxpayer Identification Number and Certification" in the event of such sale.

7.15 *Notice.* Any notice required or permitted by this Agreement shall be deemed given (i) when delivered by hand, (ii) on the next business day after being sent by a reputable overnight courier service for next business day delivery, or (iii) on the third business day after being sent by prepaid United States mail, return receipt requested, in each case to the Party at the address specified as follows:

Customer: _____

Xcel Energy: _____

Either Party may change its address for notice purposes by giving the other Party prior written notice of the new address and the date upon which the change will be effective.

IN WITNESS WHEREOF, each of the undersigned is duly authorized and directed to sign this Agreement.

[Insert Customer Name]

By _____ Date: _____

Name _____

Title _____

Northern States Power Company, d/b/a Xcel Energy

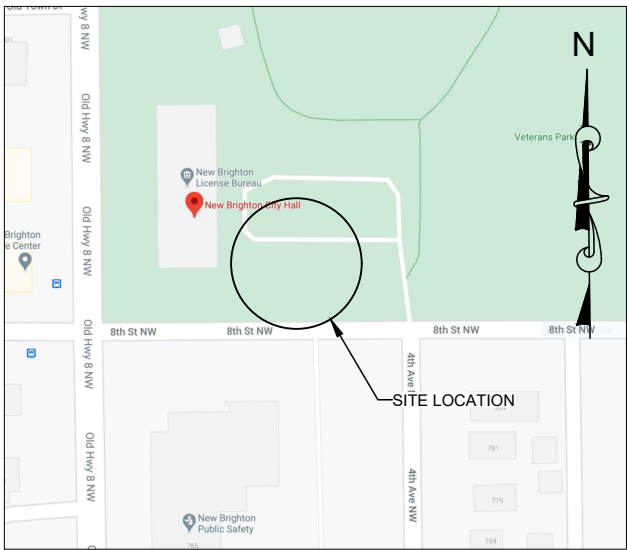
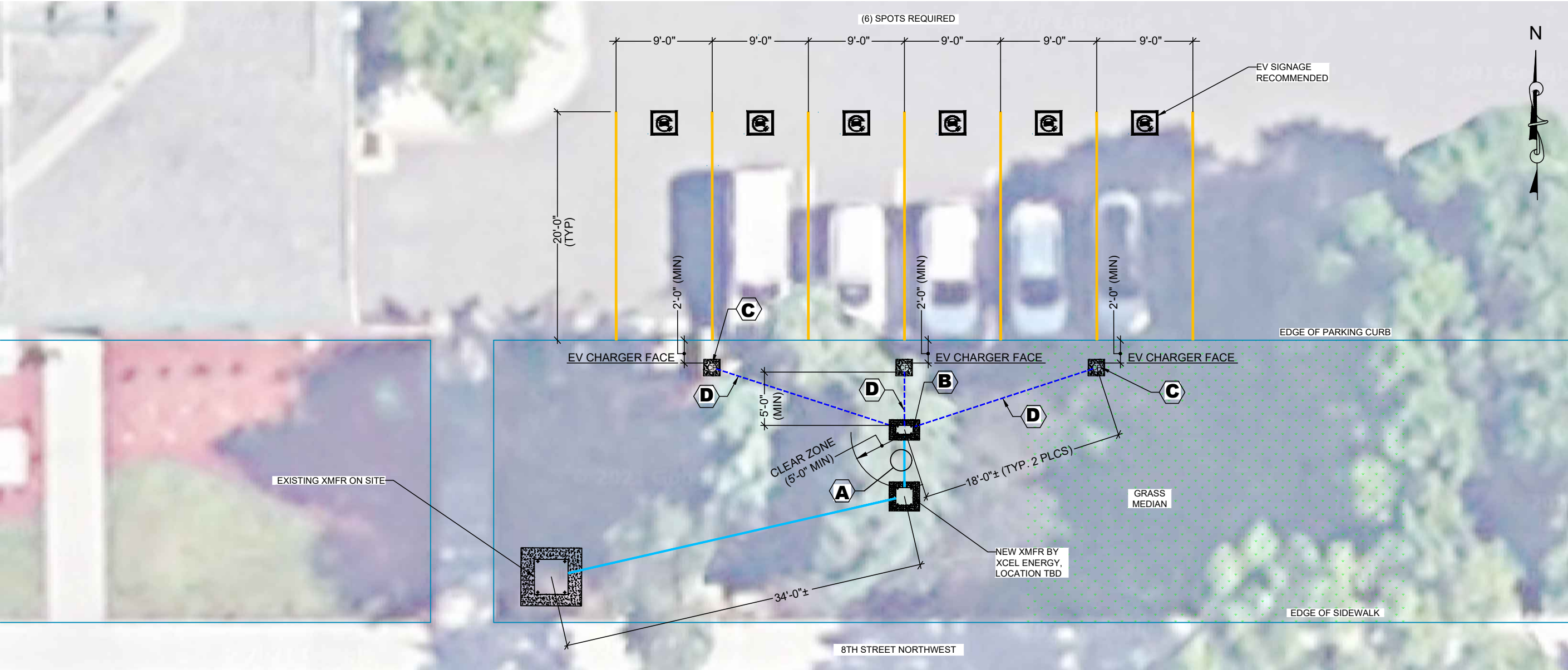
By _____ Date: _____

Name _____

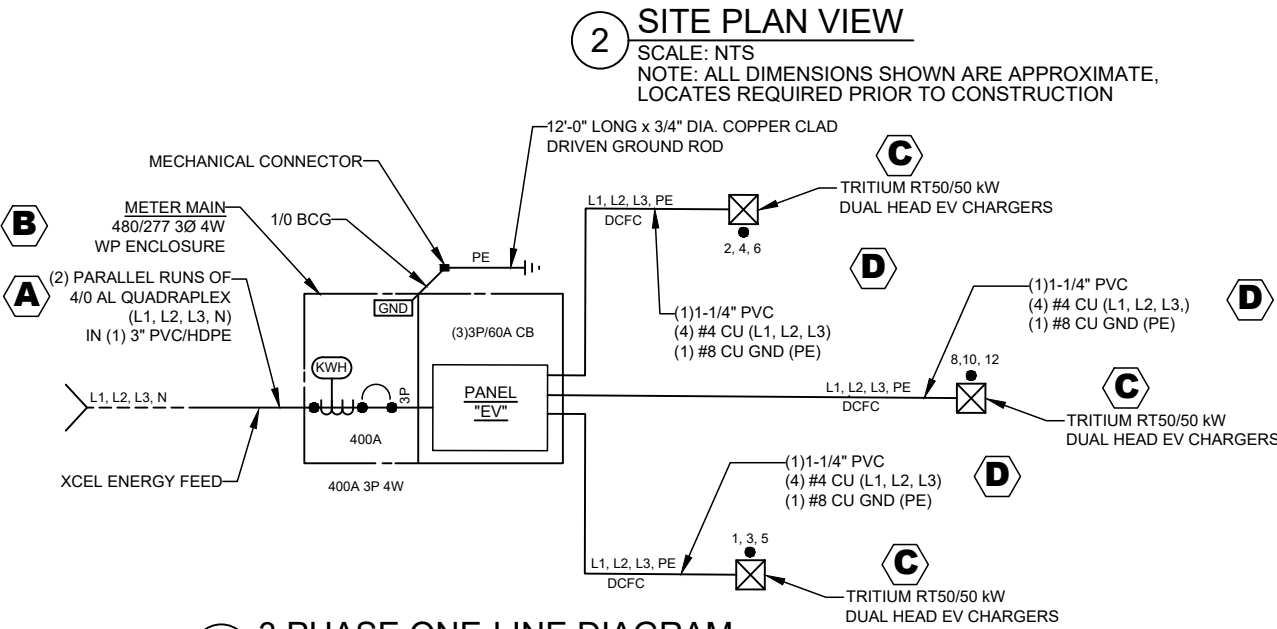
Title _____

ELECTRIC VEHICLE (EV) CHARGING STATION

Work Order# _____
St. Paul, MN



1 LOCATION VIEW
SCALE: NONE



3 3 PHASE ONE-LINE DIAGRAM
SCALE: NONE

THE SCOPE OF WORK FOR THIS PROJECT CONSISTS OF THE FOLLOWING:

- INSTALL (3) DUAL PORT ELECTRIC VEHICLE (EV). CHARGERS LOCATED IN THE PARKING LOT EAST OF NEW BRIGHTON CITY HALL TO COVER (6) PARKING SPACES.
- FEED FROM EXISTING XMFR SOUTHWEST OF SITE ON 8TH STREET NORTHWEST.
- TRENCH AND BORE TO METER PEDESTAL.
- FIELD VERIFY DIMENSIONS AND EXISTING OH AND UG UTILITIES BEFORE WORK.

CONSTRUCTION NOTES:

1. SEE VENDOR DRAWINGS FOR METER CABINET AND EV CHARGER EQUIPMENT DETAILS, SPECIFICATIONS AND INSTALLATION INSTRUCTIONS.
2. ALL DISCONNECT SWITCHES SHALL BE OF HEAVY-DUTY CONSTRUCTION WITH LOCKABLE HANDLES. PROVIDE NEMA ENCLOSURE AS REQUIRED BY EXPOSURE TYPE. ALL FUSIBLE SWITCHES SHALL BE PROVIDED WITH DUAL ELEMENT FUSES SIZED PER THE EQUIPMENT MANUFACTURER'S RECOMMENDATION.

ELECTRICAL IDENTIFICATION:

1. PROVIDE NAMEPLATES FOR ALL MAJOR ELECTRICAL EQUIPMENT AND ON EQUIPMENT.
2. PROVIDE ALL FEEDERS AND BRANCH CIRCUIT WIRING WITH COLOR CODED VINYL TAPE WRAPPED A MINIMUM OF 1.5 TIMES AROUND CIRCUMFERENCE OF JACKET/ SHIELDING TO DESIGNATE PHASE.
3. COLOR CODING OF CONDUCTORS SHALL BE PER XCEL ENERGY REQUIREMENTS.

EMERGENCY CONTACTS:
Nearest ER: New Brighton Care Center
200 feet west of site
805 6th Ave, New Brighton MN 55112
(651) 633-7200
Xcel Emergency Lines: Electric: **800-895-1999**
Gas: **800-895-2999**



414 NICOLLET MALL - CSC
MINNEAPOLIS MN 55401



4770 N. Bellevue Ave., Suite 100
Kansas City, Missouri 64116-2188
Office 816-474-9340
Fax 816-471-3569
Planner: Allen Huang
Checked by: Les Barnett
Date: February, 2021

ISSUED FOR CONSTRUCTION
2/22/2021

REVISIONS

REV	DATE	DESCRIPTION	BY
-	-	-	-

SITE ADDRESS

803 Old Hwy 8 NW Avenue
New Brighton, MN 55112

SHEET TITLE

SITE PLAN
NEW BRIGHTON

SHEET NUMBER

E-1



Agenda Section:	Consent
Report Date:	3/17/2021
Council Meeting Date:	3/23/2021

REQUEST FOR COUNCIL CONSIDERATION

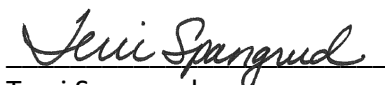
ITEM DESCRIPTION:	Consider Resolution Appointing Individuals to City Advisory Commissions
DEPARTMENT HEAD'S APPROVAL:	Devin Massopust, City Manager
CITY MANAGER'S APPROVAL:	
No comments to supplement this report	Comments attached <u> </u>

Recommendation: Approve the resolution appointing individuals to City Advisory Commissions

Legislative History: The terms of some current advisory commission members expire at the end of March. The City Council received and reviewed applications and interviewed candidates at their March 2, 2021 and March 9, 2021 Worksessions.

Financial Impact: None

Explanation: Staff prepared a resolution appointing these applicants to commissions as directed by the City Council during their March 9, 2021 Worksession.


Terri Spangrud
City Clerk

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

RESOLUTION APPOINTING INDIVIDUALS TO MUNICIPAL ADVISORY COMMISSIONS

WHEREAS, nineteen of New Brighton's residents offered their time and energy to serve our community and expressed their interest in filling one of eleven available positions; and

WHEREAS, the City Council has met and reviewed all applications submitted by individuals interested in serving an appointment to one of the City's four municipal advisory commissions and interviewed them;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton that the following appointments become effective April 1, 2021:

- Economic Development Commission
 - Mike Murlowski (Term expiring 3/31/2024)
 - John DuBose (Term expiring 3/31/2024)
- Parks, Recreation and Environmental Commission
 - Matthew Johnson (Term expiring 3/31/2024)
 - Julia O'Rourke (Term expiring 3/31/2024)
 - Ahmed Abdiwahed (Term Expiring 3/31/2024)
 - Michael Spooner (Term expiring 3/31/2024)
 - Kristin Hicks (Term Expiring 3/31/2023)
- Planning Commission
 - Tim McQuillan (Term expiring 3/31/2024)
 - Todd Biedenfeld (Term expiring 3/31/2024)
- Public Safety Commission
 - Geoff Hollimon (Term expiring 3/31/2024)
 - Leah Kuipers (Term expiring 3/31/2023)

ADOPTED this 23rd day of March, 2021 by the New Brighton City Council with a vote of _____ ayes and _____ nays.

Kari Niedfeldt-Thomas, Mayor

ATTEST:


Devin Massopust, City Manager

Terri Spangrud, City Clerk



Agenda Section:	VII
Item:	1
Report Date:	3/17/21
Council Meeting Date:	3/23/21

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION: Consider Resolution to approve a Minor Subdivision of 2530 Silver Lake Road	
DEPARTMENT HEAD'S APPROVAL: C65	
CITY MANAGER'S APPROVAL: 	
No comments to supplement this report <u> </u>	Comments attached <u> </u>

15.99 Deadline: 6/12/21

- Recommendations:**
- The Planning Commission and staff both find the subdivision can be approved with conditions.
 - Hold the public hearing required by Chapter 26 of City Code, and approve the resolution authorizing the subdivision

- Legislative History:**
- Complete application received on 2/12/21
 - Planning Commission business item review (no public hearing per code for minor subdivisions) conducted on 3/16/21;
 - Council public hearing (required by code) scheduled for 3/23/21

Financial Impact: None

Summary: Do & Bryan Nguyen are seeking approval to remove the existing home at 2530 Silver Lake Road in order to split the land into two conforming buildable parcels. Provided all improvements are removed leaving no nonconformities to the new lot line, this is a permissible lot split subject to conditions.

- Attachments:**
- 1) Staff Report
 - 2) Engineering Memo
 - 3) Resolution
 - 4) Agency/Public Comments
 - 5) City Maps
 - 6) Applicant's supporting documentation



Ben Gozola, AICP,
Assistant Director of Community Assets and Development

To: **City Council**

From: Ben Gozola, Assistant Director DCAD

Meeting Date: **3-23-21**

Applicants: **Do and Bryan Nguyen**

Main Contact: Jay Nguyen

Location: 2530 Silver Lake Road NW

Zoning: **R-1**

Introductory Information

Project: Do & Bryan Nguyen are seeking approval to remove the existing home at 2530 Silver Lake Road in order to split the land into two conforming buildable parcels.

History:

- Complete application received on 2/12/21
- Planning Commission business item review (no public hearing) held on 3/16/21;
- Council public hearing (required by code) scheduled for 3/23/21

Request(s): ▪ **Minor subdivision of the property at 2530 Silver Lake Road**

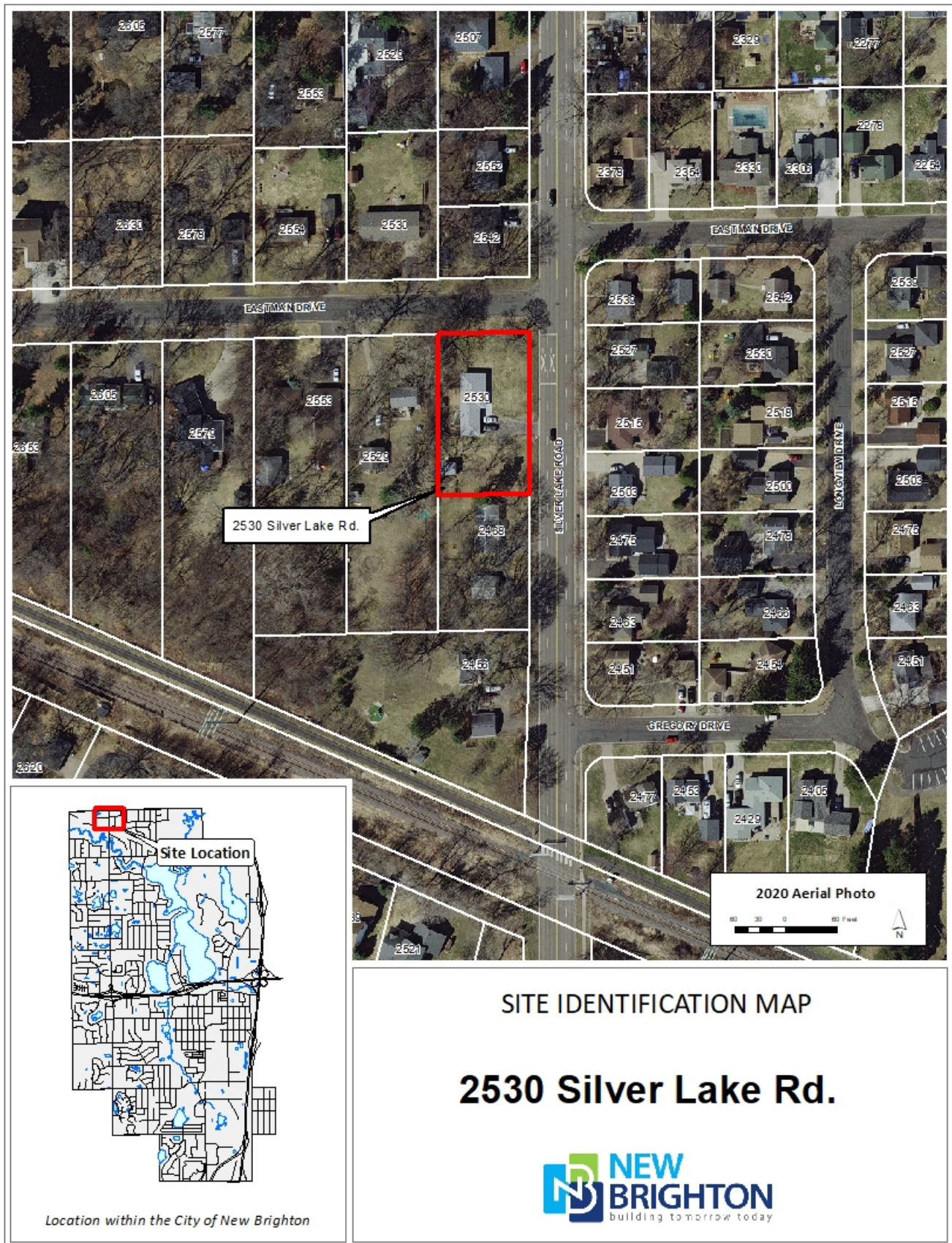
General Findings

Site Data:

- Existing Lot Size = 0.47 acres (20,549 sq ft)
- Existing Use – Single Family Home (to be removed)
- Existing Zoning – R-1
- Property Identification Number (PID): 18-30-23-21-0032

Comp Plan Guidance:

- The 2040 Comprehensive Plan guides this property for Low Density Residential use (LDR). The proposed subdivision into two lots meeting R-1 zoning standards is appropriate.



**Notable Code
Definitions:**

- **Boundary Lines.** Any line indicating the bounds or limits of any tract or parcel of land. Also, a line separating the various use districts as shown on the City's zoning map.
- **Frontage.** The width of a lot or building site measured on the line separating it from the public street or way.
- **Front Line.** A line separating the lot from the public street or way. The front line of lots with more than one street side shall be determined by the method specified in Section 8-670 of the Zoning Code.
- **Lot.** A parcel of land delineated upon and thereafter described by reference to a plat, registered land survey, or auditor's subdivision, or any similar recorded dedication document.
- **Lot Width.** The mean horizontal distance between the side lot lines of a lot as measured within the lot boundaries.
- **Subdivision.** The division of a parcel of land for the purpose of transfer of ownership or building development into two or more lots or parcels any of which resultant parcels is less than five acres in area or has a frontage of 300 feet or less on a public right-of-way; or, if a new street is involved, any division of a parcel of land. The term includes re-subdivision and, when appropriate to the context, shall relate to the process of subdividing or to consolidation. For purposes of this Chapter, subdivision also means the division of any land within a single tax parcel, including the division of lots or parcels that have been combined for tax purposes.

**Applicable
Codes:**

- **Chapter 26, Article 1, General Conditions.**
Outlines various minimum requirements for lots within a subdivision and the minor subdivision process.

**Applicant's
Narrative:**

We are requesting consideration of a lot split to divide our parcel to allow for the future construction of two single-family homes.

Minor Subdivision Review

Existing Conditions:

- The property at 2530 Silver Lake Road is of sufficient size to be subdivided into two lots, but the existing home on the property (built in 1953) is in a location that precludes subdivision.
- The land must be cleared of all improvements as a condition of any subdivision approval.

Proposed Lot Split:

- The landowner is proposing to create two lots from the present parcel, and both lots would meet minimum requirements.

PROPOSED	Parcel A	Parcel B
Area (min 10,000 sq ft)	10,272 square feet (conforming)	10,277 sq ft (conforming)
Width (min 75 feet*)	95' (conforming)	95' (conforming)
Bldg Coverage (30%**)	0.0% (conforming)	0.0% (conforming)
Max Impervious (50%**)	0.0% (conforming)	0.0% (conforming)

* at the building setback

** site will be cleared of all improvements as a condition of approval ensuring no nonconformities

Lot Access:

- Ramsey County reviewed the proposed lot subdivision along Silver Lake Road (Ramsey CSAH 44) and provided the following comments:
 - Only one driveway access will be allowed to Silver Lake Road.
 - The access can be a shared driveway for both parcels or one parcel can access via Eastman Drive, the City street.
 - The new driveway location onto Silver Lake Road must be located at or south of the existing driveway location to provide adequate spacing from existing access points and safe operations along the corridor.
- Staff concurs with and supports the County recommendations, and has included such as conditions should the proposed subdivision be approved.

Building Pads:

- Both proposed Parcel A and Parcel B will have sufficient areas for new single family dwellings. No concerns with potential impediments such as topography or wetlands.

Easements / ROW:	<ul style="list-style-type: none"> ▪ All drainage and utility easements as required by code are being dedicated as part of this minor subdivision. ▪ There is no need to request additional right-of-way along either Eastman Drive or Silver Lake Road.
Utilities	<ul style="list-style-type: none"> ▪ With this I would make sure that we identify the need to televise the existing sewer services and verify existing unused water service works. ▪ Sewer access charges and water access charges will apply to the new lot.
Environmental Impacts:	<ul style="list-style-type: none"> ▪ The creation of one additional lot in this context does not trigger the need for any formal environmental review.
Wetlands:	<ul style="list-style-type: none"> ▪ There are no wetlands on this site.
Shoreland District:	<ul style="list-style-type: none"> ▪ The subject property is not in the shoreland district.
Flood Plain & Steep Slopes:	<ul style="list-style-type: none"> ▪ There are no flood plains or steep slopes on this site.
Watershed District Comments (RCWD):	<ul style="list-style-type: none"> ▪ Per the Rice Creek Watershed District (RCWD): <ul style="list-style-type: none"> – <i>“The area to be subdivided is less than 1 acre and is located more than 300 feet from a waterbody therefore, a RCWD permit is not required. However, a notice of intent must be submitted to the District for projects that disturb more than 5,000 square feet of land. RCWD requests that the landowner provide notice to the District if they will be exceeding this threshold.”</i>
Park Dedication:	<ul style="list-style-type: none"> ▪ Chapter 26, Article 4 of the City Code outlines requirements for park dedication at the time of subdivision/new development. Per the City of New Brighton Fee Schedule based on the needs outlined in the 2040 Parks Comprehensive Plan, the Park Dedication fee per new dwelling unit is \$1,825. This dedication must be paid prior to filing the new subdivision with Ramsey County.

Supplementary Review & Public Comment

Additional Information:	<ul style="list-style-type: none"> ▪ None
Engineering Review:	<ul style="list-style-type: none"> ▪ Engineering has reviewed the plans and their comments are contained on the attached memo dated 3/9/21. ▪ Main highlights: <ul style="list-style-type: none"> – Surveyor should show the existing storm sewer line to the north and east of these properties. – Sewer and Water access charges will apply at the time of building permit.
Public Safety Review:	<ul style="list-style-type: none"> ▪ No public safety concerns on this application.
Public Comment:	<ul style="list-style-type: none"> ▪ Staff has not received any feedback from surrounding property owners as of 3/17/21.
Planning Commission Review:	<ul style="list-style-type: none"> ▪ The Planning Commission reviewed and discussed this application at their meeting on 3/16/21, and found everything to be in order and conforming with codes. ▪ The Planning Commission voted unanimously to recommend approval of the minor subdivision subject to the conditions in the resolution currently before Council. Staff concurs with this recommendation.

Conclusion:

The application is requesting to subdivide the property at 2530 Silver Lake Road NW into two buildable lots

Staff Recommendation: Per the analysis outlined in the report, staff is recommending **APPROVAL** of the proposed subdivision with conditions.

Council Options:	<p>The City Council has the following options:</p> <ul style="list-style-type: none">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 ITEMS and request additional information. <p>Based on an application date of 2/12/21, the 120-day review period for this application expires on 6/12/21. This deadline is set by statute and can only be extended by the applicant.</p>
Initial Motion for Debate:	<ul style="list-style-type: none">▪ “Consider Resolution Approving a Minor Subdivision of 2530 Silver Lake Road.”
Resolution Findings of Fact:	<ul style="list-style-type: none">1. The applicants propose to remove all improvements on the lot to ensure both new lots contain no nonconformities.2. Both proposed lots exceed the minimum lot size in the R-1 zoning district.3. Both proposed lots exceed the minimum required width for an R-1 zoned lot.4. Both of the proposed lots will have legal and direct access to an adjacent public roadway for access purposes.5. Both lots can be adequately served by municipal utilities.6. All required easements will be dedicated as part of this minor subdivision.
Resolution Conditions:	<ul style="list-style-type: none">1. The land must be cleared of all improvements as a condition of any subdivision approval2. Park dedication in the amount of \$1,825 shall be paid prior to the subdivision being filed with Ramsey County.3. Regarding lot access for both Parcel A and Parcel B:<ul style="list-style-type: none">a. Only one driveway access will be allowed to Silver Lake Road.

(cont.)

- b. The access can be a shared driveway for both parcels or one parcel can access via Eastman Drive to the north.
 - c. The new driveway location onto Silver Lake Road must be located at or south of the existing driveway location to provide adequate spacing from existing access points and safe operations along the corridor.
4. Engineering comments in the 3/9/21 Engineering Memo shall be successfully addressed to the satisfaction of the City Engineer prior to issuance of a building permit.
 5. A notice of intent shall be submitted to the Rice Creek Watershed District if planned projects will disturb more than 5,000 square feet of land.

cc: Do and Bryan Nguyen, Applicants



interoffice

MEMORANDUM

to: Ben Gozola, Assistant Director of Community Assets and Development/City Planner
from: Dustin Lind, Engineering Supervisor
subject: 2530 Silver Lake Road
date: March 9, 2021

The Engineering Department has reviewed the minor subdivision plan for the property at 2530 Silver Lake Road and we offer the following comments:

Storm Sewer

- 1) The site survey is missing the storm sewer line that runs adjacent to the property on the north and east lot lines. Approximate location shown on attached plan.

Watermain and Sanitary Sewer

- 1) Sewer Availability Charges (SAC) and Water Availability Charges (WAC) will be issued for the newly created lot during the building permit process.
- 2) The capped sewer service to Parcel B is incorrectly shown. The service does not extend to the property line as shown; rather it terminates at the service wye located next to the sewer main.
- 3) The existing sewer service to Parcel A shall be televised to ensure functionality prior to reinstatement.
- 4) The existing water service curb stop shall also be inspected to ensure functionality prior to reinstatement.

**RESOLUTION
CITY COUNCIL
CITY OF NEW BRIGHTON**

RESOLUTION MAKING FINDINGS OF FACT AND APPROVING A MINOR SUBDIVISION

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, Do and Bryan Nguyen (the “Applicants”), own land located at 2530 Silver Lake Road (the “Property”) which is legally described as:

EXISTING LEGAL DESCRIPTION:

That part of Lot 20, Knollwood Park No. 2, lying Northerly of the Southerly 160 feet thereof, said 160 feet being measured along the East AND West lines of said Lot. Reserving therefrom a 5 foot easement across said lot approximately 185 feet South of the North line of said lot for public utilities use, such as setting of poles, stringing of wires, trimming or removing of trees as necessary for line clearance, or for laying of underground conduits, Ramsey County, Minnesota.

WHEREAS, the Applicants made application to the City on 2/12/21 seeking a minor subdivision to divide the Property into two (2) buildable lots; and

WHEREAS, staff fully reviewed the request and prepared a report for consideration by the Planning Commission at their meeting on March 16, 2021; and

WHEREAS, the Planning Commission considered the subdivision request at their March 16, 2021, meeting and made recommendations for City Council consideration; and

WHEREAS, the City Council held a public hearing to listen to public input regarding this request at their meeting on March 23, 2021; and

WHEREAS, following the public hearing, the City Council considered 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 minor subdivision based on the following findings of fact:

1. The applicants propose to remove all improvements on the lot to ensure both new lots contain no nonconformities.
2. Both proposed lots exceed the minimum lot size in the R-1 zoning district.
3. Both proposed lots exceed the minimum required width for an R-1 zoned lot.
4. Both of the proposed lots will have legal and direct access to an adjacent public roadway for access purposes.
5. Both lots can be adequately served by municipal utilities.
6. All required easements will be dedicated as part of this minor subdivision.

BE IT FURTHER RESOLVED, that approval of the minor subdivision shall be subject to the following conditions:

1. The land must be cleared of all improvements as a condition of any subdivision approval
2. Park dedication in the amount of \$1,825 shall be paid prior to the subdivision being filed with Ramsey County.
3. Regarding lot access for both Parcel A and Parcel B:
 - a. Only one driveway access will be allowed to Silver Lake Road.
 - b. The access can be a shared driveway for both parcels or one parcel can access via Eastman Drive to the north.
 - c. The new driveway location onto Silver Lake Road must be located at or south of the existing driveway location to provide adequate spacing from existing access points and safe operations along the corridor.
4. Engineering comments in the 3/9/21 Engineering Memo shall be successfully addressed to the satisfaction of the City Engineer prior to issuance of a building permit.
5. A notice of intent shall be submitted to the Rice Creek Watershed District if planned projects will disturb more than 5,000 square feet of land.

ADOPTED this 23rd day of March, 2021 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

The undersigned Applicants have read, understand and hereby agree to the terms of this resolution and on behalf of himself/herself, his/her heirs, successors and assigns, hereby agree to the conditions set forth above, and to the recording of this resolution and attachments in the chain of title of the property.

Dated _____

<authorized representative>

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Public

From: [Mareck, Scott](#)
To: [Benjamin Gozola](#)
Cc: [Estochen, Bradley M](#); [Isaacson, Brian](#)
Subject: RE: NB March Land Use Application (quick turn around please)
Date: Monday, March 8, 2021 2:10:35 PM
Attachments: [image006.png](#)
[image007.png](#)

Ben,

Ramsey County has reviewed this proposed lot subdivision along Silver Lake Road (Ramsey CSAH 44) and have the following comments:

- Only one driveway access will be allowed to Silver Lake Road.
- The access can be a shared driveway for both parcels or one parcel can access via Eastman Drive, the City street.
- The new driveway location onto Silver Lake Road must be located at or south of the existing driveway location to provide adequate spacing from existing access points and safe operations along the corridor.

Thank you for the opportunity to provide this input.

Scott

Scott M. Mareck, AICP

Senior Transportation Planner | Public Works
612-719-1543 (cell)
1425 Paul Kirkwold Dr., Arden Hills, MN 55112



ramseycounty.us | [Facebook](#) | [Twitter](#) | [LinkedIn](#) | [e-Updates](#) | [Privacy notice](#)

From: Benjamin Gozola <Ben.Gozola@newbrightonmn.gov>
Sent: Monday, March 8, 2021 1:29 PM
To: Estochen, Bradley M <Bradley.Estochen@CO.RAMSEY.MN.US>; Daniel Scollan <daniel.scollan@state.mn.us>; eric.wojchik@metc.state.mn.us; Jack Gleason <john.gleason@state.mn.us>; Jason Spiegel (jason.spiegel@state.mn.us) <jason.spiegel@state.mn.us>; Kelsey White (kwhite@ricecreek.org) <kwhite@ricecreek.org>; MnDOT Review Team <metrodevreviews.dot@state.mn.us>; Mareck, Scott <Scott.Mareck@CO.RAMSEY.MN.US>
Subject: NB March Land Use Application (quick turn around please)

External message alert: This message originated from outside the Ramsey County email system.
Use caution when clicking hyperlinks, downloading pictures or opening attachments.

Reviewing agencies,

Apologies for a late delivery this month. We only one (1) application this month that came in late, but we can still get it through this month so we appreciate your quick review and comment. The request is for a minor subdivision (one lot into two) right off of Silver Lake Road.

- 1. Minor Subdivision:** Request from Do Nguyen to authorize removal of an existing house to legally subdivide the property at 2530 Silver Lake Road into two (2) buildable parcels – PID 18-30-23-21-0032.

Application materials **are attached**.

Presumed Interested Parties: ~~MnDOT, DNR, Met Council~~ **Ramsey County, RCWD,**

A response is neither required nor expected, **but comments (if you'd like to provide any) are due back to me ASAP...this one is on the fast track and I failed to send this out last week.**

Thank you as always!

Ben Gozola, AICP

Assistant Director of Community Assets and Development | City of New Brighton

803 Old Highway 8 | New Brighton, MN 55112

651-638-2059 | www.newbrightonmn.gov | [Find us on Facebook](#)

From: [Kelsey White](#)
To: [Benjamin Gozola](#)
Subject: RE: NB March Land Use Application (quick turn around please)
Date: Tuesday, March 9, 2021 2:06:47 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Hello Ben,

Thank you for providing notice for the 2530 Silver Lake Road subdivision in New Brighton. The area to be subdivided is less than 1 acre and is located more than 300 feet from a waterbody therefore, a RCWD permit is not required. However, a notice of intent must be submitted to the District for projects that disturb more than 5,000 square feet of land. RCWD requests that the landowner provide notice to the District if they will be exceeding this threshold.

Thank you,

Kelsey White

Permit Review Technician
Rice Creek Watershed District
4325 Pheasant Ridge Dr. NE, #611
Blaine, MN 55449-4539
Ph: 763-398-3084
kwhite@ricecreek.org



[Please consider following the RCWD on Facebook.](#)

From: Benjamin Gozola <Ben.Gozola@newbrightonmn.gov>
Sent: Monday, March 8, 2021 1:29 PM
To: Bradley Estochen (Bradley.Estochen@CO.RAMSEY.MN.US)
<Bradley.Estochen@CO.RAMSEY.MN.US>; Daniel Scollan <daniel.scollan@state.mn.us>;
eric.wojchik@metc.state.mn.us; Jack Gleason <john.gleason@state.mn.us>; Jason Spiegel
(jason.spiegel@state.mn.us) <jason.spiegel@state.mn.us>; Kelsey White <kwhite@ricecreek.org>;
MnDOT Review Team <metrodevreviews.dot@state.mn.us>; Scott Mareck
(Scott.Mareck@CO.RAMSEY.MN.US) <Scott.Mareck@CO.RAMSEY.MN.US>
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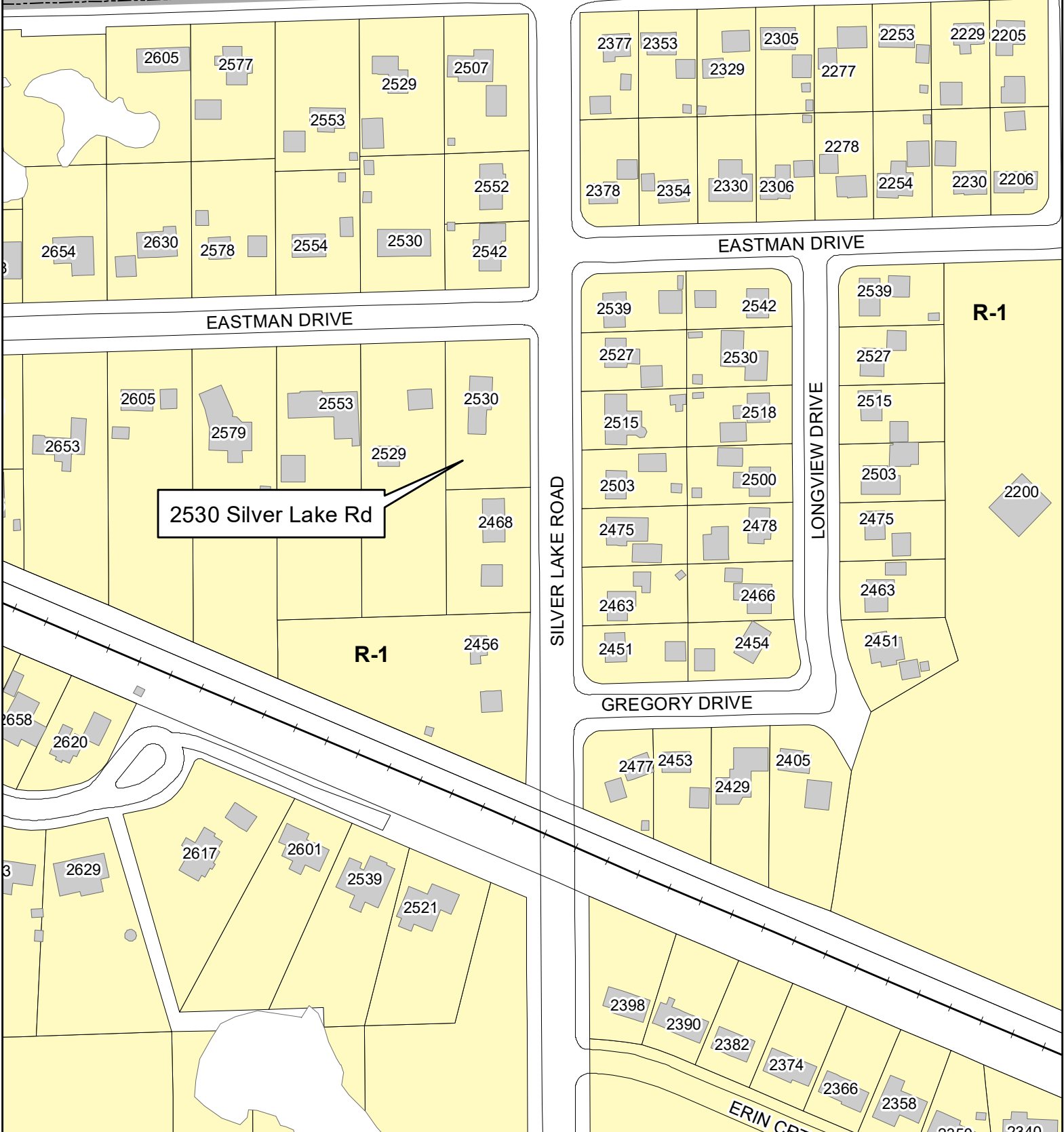
Ben Gozola, AICP

Assistant Director of Community Assets and Development | City of New Brighton

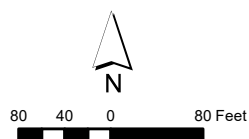
803 Old Highway 8 | New Brighton, MN 55112

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COUNTY ROAD H



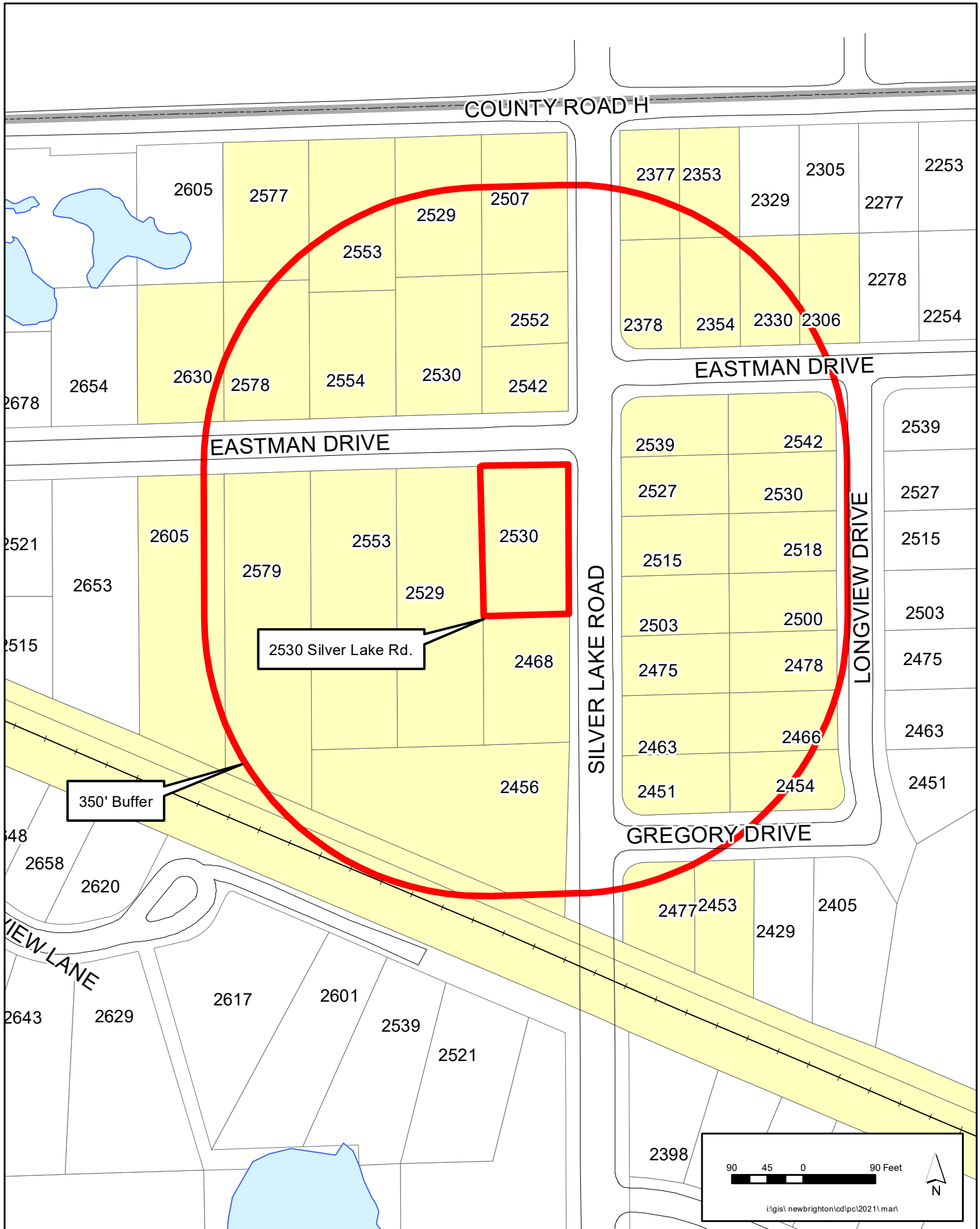
R-1, Single Family Residential



Current Zoning

2530 Silver Lake Rd
R-1, Single Family Residential

2530 Silver Lake Rd. - 350' Mailing Buffer



MINOR SUBDIVISION

~for~ JAY NGUYEN
~of~ 2530 SILVER LAKE ROAD
NEW BRIGHTON, MN

EXISTING LEGAL DESCRIPTION:

That part of Lot 20, Knollwood Park No. 2, lying Northerly of the Southerly 160 feet thereof, said 160 feet being measured along the East AND West lines of said Lot. Reserving therefrom a 5 foot easement across said lot approximately 185 feet South of the North line of said lot for public utilities use, such as setting of poles, stringing of wires, trimming or removing of trees as necessary for line clearance, or for laying of underground conduits, Ramsey County, Minnesota.

ZONING/SETBACK INFORMATION

EXISTING/PROPOSED ZONING R-1
MINIMUM LOT AREA = 10,000 SQUARE FEET
MINIMUM LOT WIDTH = 75 FEET (AT SETBACK)
FRONT SETBACK = 30 FEET
SIDE SETBACK = 5 FEET
REAR SETBACK = 5 FEET

PROPOSED LEGAL DESCRIPTIONS:

PARCEL A

That part of Lot 20, Knollwood Park No. 2, Ramsey County, Minnesota, which lies northerly of the south 255 feet of said Lot 20, said 255 feet being measured along the East and West lines of said Lot 20.

PARCEL B

The north 95 feet of the south 255 feet of Lot 20, Knollwood Park No. 2, Ramsey County, Minnesota, as measured along the East and West lines of said Lot 20.

PROPOSED DRAINAGE AND UTILITY EASEMENT DESCRIPTION:

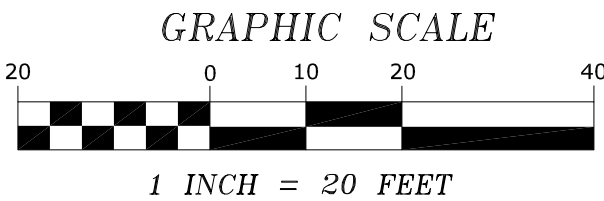
A perpetual easement for drainage and utility purposes over, under, and across the northerly 10 feet; westerly 10 feet; easterly 10 feet; southerly 5 feet; and northerly 10 feet of the southerly 100 feet of that part of Lot 20, Knollwood Park No. 2, lying Northerly of the Southerly 160 feet thereof, said 160 feet being measured along the East AND West lines of said Lot, Ramsey County, Minnesota.

TREE DETAIL

DENOTES ELEVATION
DENOTES TREE QUANTITY DENOTES
TREE SIZE IN INCHES DENOTES TREE
TYPE

BENCHMARK

RAMSEY CO. BM #9050
ELEVATION: 892.4260



NORTH

LEGEND

- DENOTES IRON MONUMENT FOUND
- DENOTES IRON MONUMENT SET
- DENOTES PROPOSED ELEVATION
- DENOTES EXISTING ELEVATION
- DENOTES DIRECTION OF DRAINAGE
- DENOTES GUY WIRE
- DENOTES AIR CONDITIONING UNIT
- DENOTES GAS METER
- DENOTES POWER POLE
- DENOTES ELECTRICAL MANHOLE
- DENOTES SANITARY SEWER MANHOLE
- DENOTES WATER VALVE
- DENOTES SIGN
- DENOTES FENCE
- DENOTES RETAINING WALL
- DENOTES EXISTING CONTOURS
- DENOTES OVERHEAD UTILITY
- DENOTES EXISTING SANITARY SEWER
- DENOTES EXISTING WATER MAIN
- DENOTES BUILDING SETBACK LINE
- DENOTES BITUMINOUS SURFACE
- DENOTES CONCRETE SURFACE
- DENOTES ADJACENT PARCEL OWNER INFORMATION (PER RAMSEY COUNTY TAX INFORMATION)

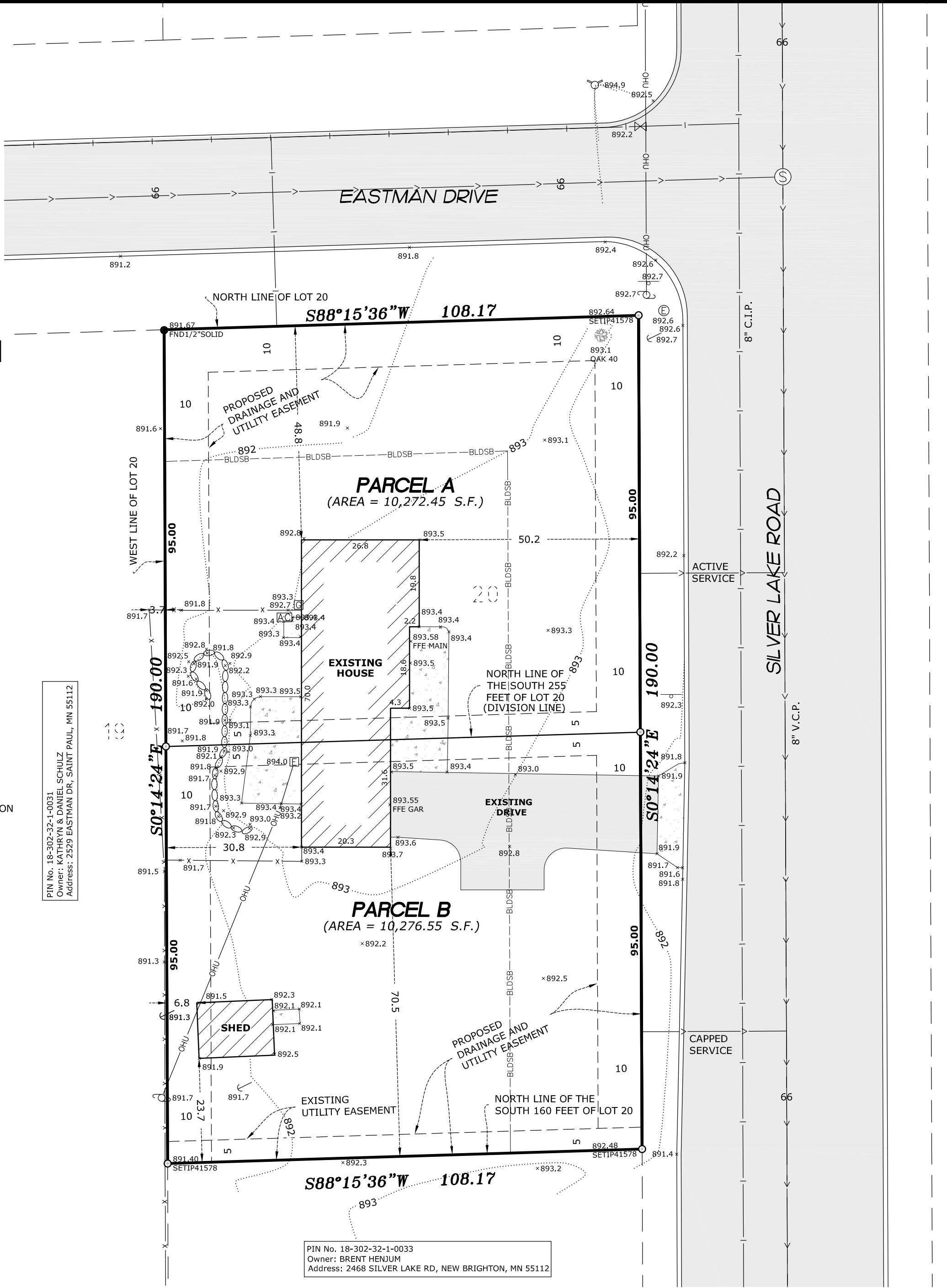
SURVEY NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 01/19/21.
- Bearings shown are on Ramsey County datum.
- Parcel ID Number: 18-20-23-21-0032.
- Curb shots are taken at the top and back of curb.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- Due to field work being completed during the winter season there may be improvements in addition to those shown that were not visible due to snow and ice conditions characteristic of Minnesota winters.

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

JASON E. RUD

Date: 02-12-2021 License No. 41578



DRAWN BY:	RAF	JOB NO:	210014BT	DATE:	02/12/21
CHECK BY:	JER	FIELD CREW:	RW		
1					
2					
3					
NO.	DATE	DESCRIPTION			BY

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



City of New Brighton Application Form

(Land use applications, Subdivision applications, and vacation requests will not be considered complete and will not be accepted until all property owners have signed)

I. Property Owner #1

Do Nguyen 2530 Silver Lake Rd NW MN 55112
 (name) (mailing address) (st) (zip)
612-562-7777 doonguyen@gmail.com
 (phone #) (fax #) (email)

Signature: 

II. Property Owner #2 For more than two owners, please provide their information and signature(s) on a separate sheet.

Bryan Nguyen 2839 Silver Lake Rd NE MN 55418
 (name) (mailing address) (st) (zip)
612-545-6791 nguye402@gmail.com
 (phone #) (fax #) (email)

Signature: 

III. Please identify the request(s) for which you are applying:

- ☐ **LAND USE APPLICATION** (subject to MN State Statute 15.99 timelines)
- | | |
|---|--|
| <input type="checkbox"/> Variance | <input type="checkbox"/> Non-conforming Use Permit |
| <input type="checkbox"/> Special Use Permit | <input type="checkbox"/> Grading Permit |
| <input type="checkbox"/> Site Plan Review | <input type="checkbox"/> Moving/Relocating Structures Permit |
| <input type="checkbox"/> Zoning Code Amendment / Rezoning | <input type="checkbox"/> Sign Permit |
| <input type="checkbox"/> Comprehensive Plan Amendment | <input type="checkbox"/> Other: |

☒ **SUBDIVISION APPLICATION** (subject to MN State Statute 462.358, subd. 3b timelines)

- | | |
|--|---|
| <input checked="" type="checkbox"/> Administrative Lot Split | <input type="checkbox"/> Preliminary Plat |
| <input type="checkbox"/> PUD or PRD | <input type="checkbox"/> Final Plat |

☐ **GENERAL APPLICATION** (not subject to any state mandated timelines)

- | | |
|--|--|
| <input type="checkbox"/> Right of Way Vacation | <input type="checkbox"/> Municipal Site Work Authorization |
| <input type="checkbox"/> Easement / Utility Vacation | <input type="checkbox"/> Zoning Letter |
| <input type="checkbox"/> Administrative Appeal | <input type="checkbox"/> Temporary Use Permit |
| <input type="checkbox"/> Deadline Extension Request | <input type="checkbox"/> Other: |

FEES

Fees for individual application types are established on a yearly basis by the City Council.

Please see the attached fee schedule for the applicable costs (and possibly escrow requirements) for your request(s).

Briefly describe your request below (If additional space is needed, please attach a narrative to this application)

REQUEST CONSIDERATION OF A LOT SPLIT TO DIVIDE PARCEL
FOR THE FUTURE CONSTRUCTION OF 2 SINGLE
FAMILY HOMES.

IV. Property & Contractor Information:

Street Location/Address of Property: 2530 Silver Lake Rd NW New Brighton MN
 Property Identification Number (PID): 183023210032 Zoning District: R-1 ⁵⁵¹¹²

Legal Description (From Deed or Certificate of Title): ☐ Please see attached

Lot: 20 Block: N/A Addition: KNOLLWOOD PARK NO. 2

Property described is by: ☐ Abstract ☒ Torrens - Certificate #: 633753
 Location of Certificate: _____

Architect (if applicable): _____ Phone: _____

JASON RUD
 Surveyor/Engineer (if applicable): E.G. RUD AND SONS Phone: jrud@egrud.com
651-361-8225

Builder (if applicable): _____ Phone: _____

V. Main Contact Person

- ☐ Property Owners
☒ Other (if other, please fill out the information below)

Title (Position or relation to property owners): Jay (sibling)

Jay Nguyen 2839 Silver Lake Rd St. Anthony MN
 (name) (address) (st) (zip) 5541
612-545-6792 nguye402@gmail.com
 (phone #) (fax #) (email)

VI. Notice of Fees

As set forth in the City Fee Schedule and pursuant to applicable law, the property owner shall be responsible to reimburse the city for all related miscellaneous costs incurred pursuant to the processing of this application. Note that these reimbursements may exceed the amount of the original land use application fee. Such expenses may include, but are not limited to, direct city payroll and overhead costs, fees paid to consultants and other professionals, and the cost of printing, mailing, and supplies. These miscellaneous fees are due immediately upon notification by the City. The City shall provide, upon request, an itemized statement of the various expenses incurred by the City. The City may withhold final action on a land use application and/or rescind prior action until all miscellaneous fees are paid. The City may require additional deposits, if deemed necessary. The property owner agrees to allow city staff and commission members to access the property per this application for inspection.

I acknowledge that I have read the above statement and fully understand that I am responsible for all costs incurred by the City in the processing and reviewing of this application.

Property Owners Signature: [Signature] Date: 2/12/21

ADMINISTRATIVE USE ONLY:

Date Application Received: _____ PC Date: _____
 Fee Paid: _____ CC Date: _____
 Escrow Paid: _____
 Receipt Number: _____

Certificate of Title

Certificate Number: **633753**

Created by Document Number: **2665030**

Transfer From Certificate Number: **602297**

Originally registered June 12, 1940. Book 215, Page 256, District Court No: 4192

State of Minnesota
County of Ramsey



S.S.

REGISTRATION

This is to certify that

Do Duc Nguyen, whose address is 2530 Silver Lake Road Northwest, New Brighton, Minnesota, 55112;

is now the owner of an estate in fee simple

In the following described land situated in the County of Ramsey and State of Minnesota,

That part of Lot 20, Knollwood Park No. 2, lying Northerly of the Southerly 160 feet thereof, said 160 feet being measured along the East and West lines of said Lot. Reserving therefrom a 5 foot easement across said lot approximately 185 feet South of the North line of said lot for public utilities use, such as setting of poles, stringing of wires, trimming or removing of trees as necessary, for line clearance, or for laying of underground conduits.

Subject to Restrictions contained in Document No. 305117.

Subject to the interests shown by the following memorials and to the following rights or encumbrances set forth in Minnesota statutes chapter 508, namely:

1. Liens, claims, or rights arising under the laws of the Constitution of the United States, which the statutes of this state cannot require to appear of record;
2. Any real property tax or special assessment;
3. Any lease for a period not exceeding three years, when there is actual occupation of the premises under the lease;
4. All rights in public highways upon the land;
5. The right of appeal, or right to appear and contest the application, petition, or other proceeding affecting the title, as is allowed by this chapter;
6. The rights of any person in possession under deed or contract for deed from the owner of the certificate of title;
7. Any outstanding mechanics lien rights which may exist under sections 514.01 to 514.17.

Memorials				
Document Number	Document Type	Date Received Month Day, Year Time	Amount (\$)	Running in Favor Of
2583353	Mortgage	Mar 22, 2017 12:09 PM	\$116,800.00	Mortgage Electronic Registration Systems, Inc., P.O. Box 2026, Flint, Michigan, 48501-2026

Indexes Verified through **1/21/2021**



IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of my office this 8th day of May, 2020.

Tara J Bach

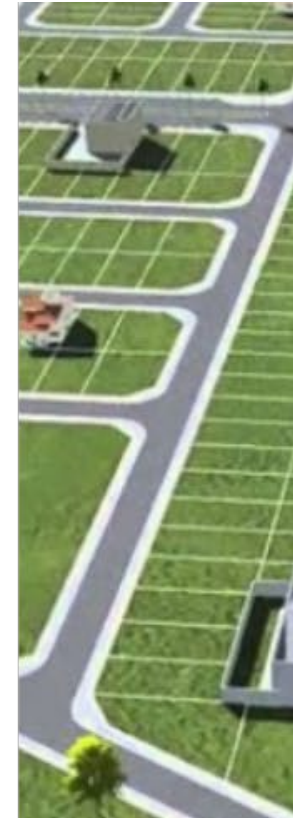
Registrar of Titles,

In and for the County of Ramsey and State of Minnesota.

Nguyen Minor Subdivision

City Council Public Hearing

3-23-21



Location Map

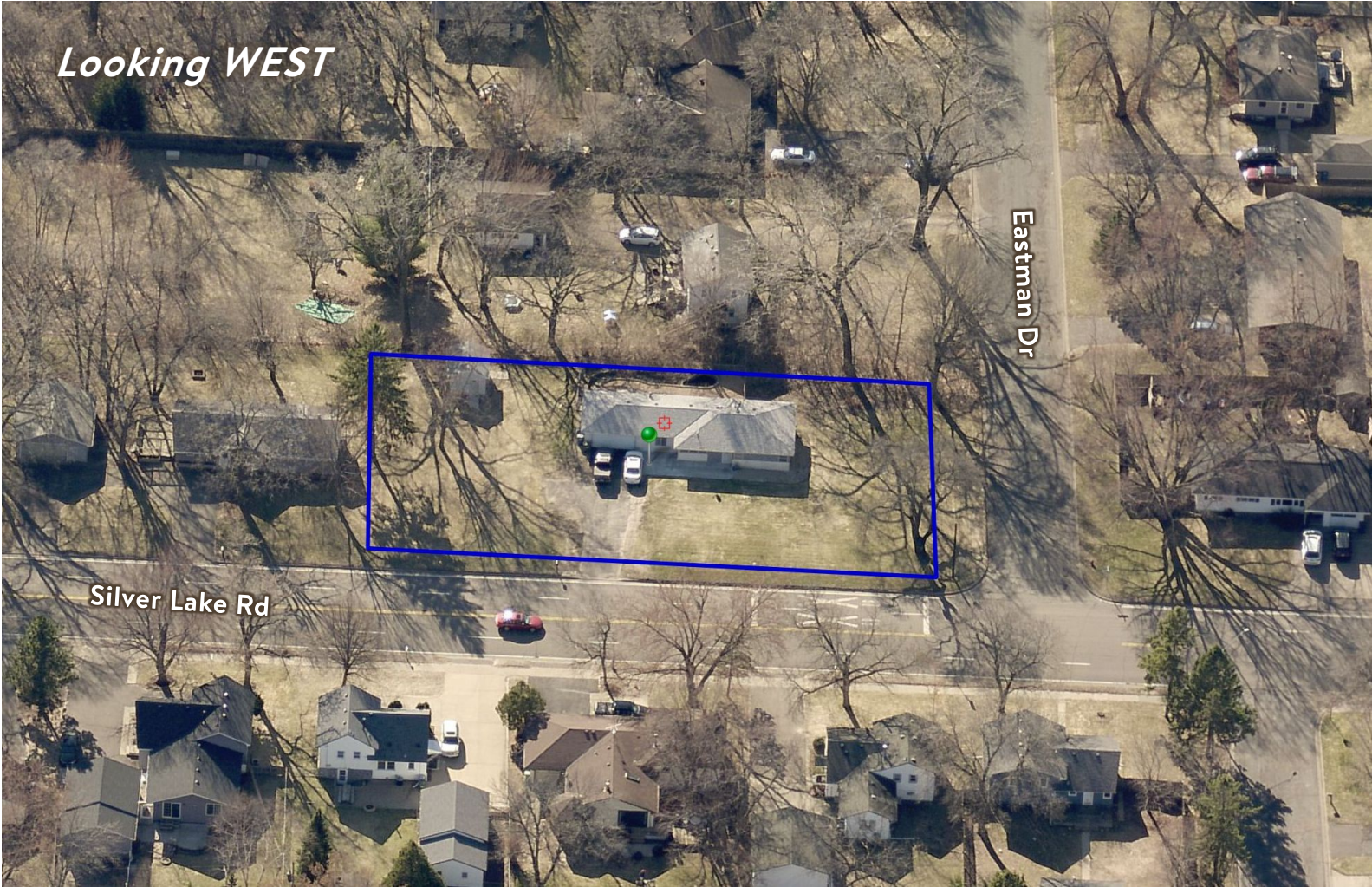
email comments at any time to:
Ben.Gozola@newbrightonmn.gov
 Or comment in the chat box via Zoom

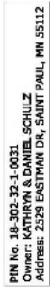
















Council Discussion / PUBLIC HEARING



TIMER

- Information Technology Staff will coordinate who is active at any given point in time
- Once hearing is open, on-line participants may speak when called upon by IT
- Alternatively, email comments at any time to:
Ben.Gozola@newbrightonmn.gov
- OR enter your comments in the chat box on Zoom

Final Council Steps: Nguyen Minor Subdivision



- Open Public Hearing
- Review Email Comments
- Review Chat Room Comments
- Close Public Hearing
- Discussion / Decision



Agenda Section: VI
Item: 2
Report Date: 3/17/21
Council Meeting Date: 3/23/21

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION: Public Hearing for Ordinance 880: Short Term Rentals
DEPARTMENT HEAD'S APPROVAL: <u>C65</u>
CITY MANAGER'S APPROVAL: <u>[Signature]</u>
No comments to supplement this report <u> </u> Comments attached <u> </u>

15.99 Deadline: n/a

Recommendations: ▪ Take input at the public hearing, consider feedback from the planning commission, and direct staff on needed final changes to be considered at the 4/13/21 Council Meeting.

Legislative History: ▪ January 2021: In response to complaints and recent issues arising at a local short-term rental property, Council directs staff to prepare a draft a suggested way forward for the City on Short Term Rentals

▪ Feb 9, 2021: Council reviews data on how other cities regulate short-term rentals, reviews staff's initial recommendations, and provides direction to staff on the framework for a final ordinance.

▪ March 16, 2021: Planning Commission reviews the draft language and provides feedback for Council consideration.

▪ Council public hearing scheduled for 3/23/21.

Financial Impact: ▪ Given the limited extent of what is proposed, no financial impact to our residents. Permits fee (TBD) will be minimal, and the suggested regulations will only impact people who allow their properties to be continually used in a manner contrary to code.

Summary: Main aspects of the revised ordinance include:

- Short term rentals are currently defined as any dwelling being rented for a period of 14 days or less.
- Anyone who wants to conduct a short term rental must acquire a permit each year. Exceptions: renting of individual rooms, and if the owner lives at the property and will be present during the rental period.

- Permits expire on Dec 31st of each year. Permits obtained between Nov 1st and Dec 31st run through Dec 31st of the following calendar year.
- All short term rentals must have a resident agent who can/will respond to problems.
- Documentation of occupants is required...list must be made available to the city upon request
- Specific information must be posted in the rental for occupants reference (contact info for the agent, property address, diagram of emergency exits)
- Owner is responsible for occupants adhering to all applicable ordinances & laws.
- First offense requires owner to take actions necessary to prevent further violations
- Second offense within 365 days of an initial violation results in immediate permit suspension and review by Council. Council can reinstate, amend conditions, or revoke after a public hearing.
- Properties with revoked permits cannot obtain a new permit for 365 days
- Persons who have a permit revoked cannot be issued a new short-term rental permit for 365 days.

Attachments: 1) *Staff Report (includes Planning Commission Feedback)*
 2) *Revised Ordinance 880*
 3) *Redlined Version providing comparison to February Draft*
 4) *Summary Publication Resolution (for eventual Council approval in April)*



Ben Gozola, AICP,
Assistant Director of Community Assets and Development

To: **Planning Commission**From: Ben Gozola, *Assistant Director DCAD*Meeting Date: **3-16-21**

INTRODUCTION

Short term rentals (e.g. properties advertised for rentals as short as one day which are advertised on websites like AirB&B, VRBO, etc), have become a contentious issue throughout the metro, and many cities are presently exploring various ways to protect existing neighborhoods from the potential impacts of this relatively new use type. Recent complaints locally prompted the City Council to ask staff to study the issue, and propose a possible direction tailored to New Brighton. A draft approach was reviewed by Council at the February 9th Work Session meeting, and has now been refined for final consideration.

ORDINANCE 880 OVERVIEW

Ordinance 880 would require property owners wishing to rent out their property as a short-term rental (defined as fourteen days or less at a time) to obtain an inexpensive permit and follow a simple set of guidelines. The new regulations would not apply to property owners who live on the property and would be present throughout the stay of a short-term rental guest or to the renting of an individual room within a dwelling.

- **Lines 8 – 19.** This portion of the ordinance adds a definition for “Short Term Rental” to Chapter 13 of the City Code.
- **Lines 21 – 24. Ordinance Purpose.** These lines establish the purpose and intent of adopting regulations to govern short term rentals.
- **Lines 25 – 30. Scope.** This language sets up a permitting exemption for owners who live on-site or only rent out individual rooms.
- **Lines 31 – 33. Permit Required.** States that any property owner who engages in short term rental of their dwelling must obtain a permit from the City.
- **Lines 34 – 50. Application.** These lines identify the items that make up a complete application for a short-term rental permit.

- **Lines 51 – 59. Short Term Rental Permit Application Review and Issuance.** These lines state that staff will review and approve permit applications, and provides direction on what to do if an application is incomplete. Complete applications will be approved.
- **Lines 60 – 62. Reasonable Conditions.** These lines give staff the authority to place conditions on any approval to ensure compliance with short-term rental requirements.
- **Lines 63 – 91. Requirements for Short Term Rentals.** These lines outline the four main things short-term renters must do:
 1. **They must identify a “resident agent” for the property.** A resident agent is someone who lives and works within 30 minutes of the short-term rental who can be the main contact for the property and address issues if/when complaints arise.
 2. **Documentation of Renters Required.** This can be important information for the City or local law enforcement if/when problems arise.
 3. **In Unit Posting of Important Information.** Each short-term rental must provide basic information to their short-term tenants such as the property’s address, fire escapes, and contact information for the resident agent.
 4. **Must comply with local ordinances.** States that owners are responsible for their renters adhering to all local, State, and Federal regulations.
- **Lines 92 – 106. Effect of Permit Approval.** These lines outlines how long permits are in effect, that they are non-transferable if the property is sold, and how permits can be renewed from year to year.
- **Lines 107 – 127. Suspension and Revocation.** These lines provide the City with recourse if/when a short-term rental property owner has guests that not adhering to local ordinances. A first time offense will be handled administratively with staff. The problem will be examined, and the property owner will be asked to implement appropriate measures to prevent future violations. Any further violations with 365 days will trigger an automatic suspension of the permit and review by City Council. Following their review, Council may elect to reinstate, amend, or revoke a permit.
- **Lines 128 – 132. Effect of Revocation.** These lines outline the consequences of a revoked permit: no new permit for one year, and no new permits for the resident agent for one year.

- **Lines 133 – 142. Enforcement provisions.** These lines were provided by the City Attorney to outline all enforcement remedies available to the City when enforcing these provisions.

PLANNING COMMISSION RECOMMENDATIONS/FEEDBACK

The Planning Commission considered the language of Ordinance 880 at their meeting on 3/16/21, and unanimously supported Council's desire to create some regulations to govern short term rentals, and they supported something being done. The following items were called out for Council consideration:

- Council may want to consider starting with a license requirement given that other communities have started with permits and later transitioned to licensing. Alternatively, consider differentiating between the resident who only rents their home out a handful of times during the year (permit) vs. the landowner who purchases a property specifically for short-term rental purposes (license).
- Consider getting input from the Public Safety Commission as well.
- Is the 30 minute-response by a resident agent time too tight? Could/should it be expanded (i.e. what if the resident works in the south metro and is technically more than a 40 minute drive away?)

At the end of discussion, the Commission again voiced support for the concept and indicated the City is certainly moving in the right direction, and many appreciated that small steps were being taken as opposed to over-regulating what is currently only a minor problem.

RECOMMENDATIONS

1. Hold the public hearing and direct staff on any updates you'd like to see to the ordinance before final consideration of the language on April 13th, 2021.
2. Staff is recommending approval of Ordinance 880 based on the following:
 - The ordinance represents a win-win for citizens: property owners would still be free to rent their property as they see fit, but neighboring property owners would now be protected if/when such rentals become a problem.
 - The new permit requirement will be free at first, and inexpensive once a permit fee is set during the next update of the City's fee schedule (\$10 is the currently proposed fee).
 - Taking a reasonable step now to place controls on short-term rentals will hopefully ensure far more drastic measures (such as an out-right ban or in-depth licensing) can be avoided.

ORDINANCE NO. 880

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

**AN ORDINANCE AMENDING CHAPTER 13 OF THE NEW BRIGHTON CITY CODE
REGARDING THE LICENSING OF SHORT TERM RENTALS**

THE CITY OF NEW BRIGHTON ORDAINS:

SECTION 1. Chapter 13 of the Code of Ordinances of the City of New Brighton, Minnesota, is hereby amended as follows:

Existing Article 1, General Conditions, is amended as follows:

Sections 13-1 through 13-2 are hereby restated and incorporated herein unchanged.

Section 13-3. Definitions, introductory paragraphs and definitions (1) through (24) are hereby restated and incorporated herein unchanged.

(25) Short Term Rental. A non-owner occupied dwelling unit rented for a period of fourteen (14) consecutive days or less.

Section 13-3. Definitions, existing definitions (25) through (28) are hereby restated and incorporated herein as definitions (26) through (29).

Sections 13-4 through 13-29 are hereby restated and incorporated herein unchanged.

Existing Articles 2 through 6 are hereby restated and incorporated herein unchanged.

Article 7. Short Term Rentals

Sec. 13-200. Purpose.

The purpose of this Article is to ensure that the short-term rental of a permitted dwelling unit is conducted, operated, and maintained so as not to become a nuisance to the surrounding neighborhood, or an influence that fosters blight and deterioration, or creates a disincentive for others to reinvest in the community.

Sec. 13-210. Scope.

This Article applies to any dwelling unit proposed to be used as a short-term rental with the following exceptions:

- (1) If the owner lives at the property and will be present on the property during the short-term rental period;
or
- (2) The renting of an individual room.

Sec. 13-220. Permit Required.

The short-term rental of any dwelling unit, or advertisement of a dwelling unit for short-term rental, shall be prohibited unless a permit authorizing short-term rental has been approved in accordance with this Article.

Sec. 13-230. Short Term Rental Permit Application.

Applications for a short-term rental permit shall be made by the fee owner or authorized representative of the fee owner of the residence proposed for use as a short-term rental. All applications for a short-term rental permit shall include:

- (1) A completed City of New Brighton application form for short-term rental permits;
- (2) Verification of authority to file the application (i.e., proof of ownership or control of the property; if not the owner of the property, the signature of the fee owner of the property);
- (3) A fee in an amount that is set forth in the City's fee schedule;
- (4) Contact information for both the owner and any authorized agent involved with the short-term rental;
- (5) The short-term rental property's address, number of bedrooms, total livable square feet, and number of off-street parking spaces;
- (6) A site plan identifying the location and number of off-street parking spaces;
- (7) Confirmation that the applicant:
 - a. Has read and understands City Code Chapter 13, Article 7;
 - b. Will post an easily accessible list of emergency contacts at the short-term rental; and
 - c. Will post an easily accessible copy of rental rules and regulations at the short-term rental.
- (8) Any other information that may be reasonably required by the City to evaluate the application.

Sec. 13-240. Short Term Rental Permit Application Review and Issuance

- (1) Approval of a short-term rental application will be granted by the City Council once the City has confirmed that all required information and the required fee has been submitted.
- (2) If the City determines that an application is incomplete, the applicant shall be notified of the deficiencies in the application and the date by which all deficiencies must be rectified.
- a. The permit will be issued if all deficiencies are addressed prior to the deadline.
- b. Failure to address all deficiencies by the deadline will result in denial of the permit and forfeiture of the application fee. Reapplication shall require submittal of a new application and payment of an additional fee.

Sec. 13-250. Reasonable Conditions.

In approving a short-term rental permit, the City may impose such reasonable conditions and requirements as it deems necessary and appropriate to ensure compliance with short-term rental requirements.

Sec. 13-260. Requirements of All Short Term Rentals

(1) Resident Agent.

- a. No short-term rental permit shall be issued without designation of a local resident agent.
- b. The resident agent must live and work within 30 miles of the dwelling unit being offered as a short term rental.
- c. The resident agent may, but is not required to be, the owner.
- d. One person may be the resident agent for multiple dwelling units.
- e. At all times, the resident agent shall have on file with the City a primary and a secondary phone number as well as a current address. The resident agent or a representative of the resident agent shall be available 24-hours a day at the primary or secondary phone number during all times that the dwelling unit is being rented to respond immediately to complaints or issues relating to the dwelling unit.
- f. The City shall be notified in writing of any change of resident agent prior to the change occurring.
- g. The resident agent shall be responsible for the activities of the tenants and maintenance and upkeep of the dwelling unit; and shall be authorized and empowered to receive the notice of violation of the provisions of City ordinances and state law, to receive orders, and to institute remedial action to effect such orders, and to accept all service of process pursuant to law.

- (2) **Documentation of Renters.** The resident agent shall maintain a list of all occupants authorized to use the short-term rental during any given rental period. The resident agent shall make the list of occupants available to City staff and/or law enforcement upon request.

(3) **In-Unit Posting.** The following information shall be posted in a conspicuous place within the short term rental:

- a. Name and contact information for the resident agent in charge of monitoring the property while renters are present.
- b. Street address of the subject property.
- c. Floor plan indicating fire exits and escape routes.

(4) **Compliance with Local Ordinances.** No owner shall undertake or allow the short-term rental of a dwelling unit in a manner that does not comply with the City Zoning Code, the City Code, including but not limited to this Article and state and federal laws and regulations.

Sec. 13-270. Effect of Short Term Rental Permit Approval.

(1) **Effective Dates.** Issuance of a short term rental permit shall authorize use of the property as a short term rental per the following guidelines:

- a. All short term rental permits issued between January 1st and October 31st of any given calendar year shall expire at midnight on December 31st of that same calendar year.
- b. Short term rental permits issued between November 1st and December 31st of any given calendar year shall authorize use of the property as a short term rental through December 31st of the following calendar year.

(2) **Non-transferable.** Sale of a property or transfer of ownership rights to a non-permit holder shall invalidate an issued short term rental permit. The new owner must apply for and receive a new short term rental permit to re-establish short term rental rights. Prospective owners wishing to establish short term rental rights on a property prior to acquisition may apply for a permit jointly with the present property owner.

(3) **Renewal.** To ensure existing permit holders can avoid a lapse in eligibility, permit holders are encouraged to apply for renewal of their permit after November 1st for the following calendar year.

Sec. 13-280. Permit Suspension or Revocation.

Any short-term rental found to be out of compliance with the requirements of Section 13-260 shall be subject to permit suspension or revocation

(1) **First Offense.** Upon determining a short-term rental property is out of compliance with any provision of Section 13-260, the property owner shall be ordered by City staff to correct the violation and take any/all appropriate actions necessary to prevent further violations. If the property owner disagrees with the order, he or she may appeal the decision to the City Council. Said decision shall be heard by the City Council at its next regular meeting.

(2) **Second Offense.** Upon determining that a second offense has occurred within 365 days of an initial offense, the permit shall be immediately suspended and directed to the City Council for reinstatement, amendment, or revocation.

(3) **Council Review.** The City Council may take action to reinstate, amend, or revoke a short term rental permit upon finding that any of the conditions set forth in Section 13-260 have been violated twice in any 365 day period. The City shall notify the short term rental permit holder, in writing, of the violations triggering the review, and the date upon which a public hearing will be held by the City Council to consider the matter. Written notice of the public hearing shall be provided to the short term rental permit holder and to all property owners within 350 feet of the property subject to the permit. Such notice shall be mailed to the last known address of the owners at least 10 days prior to the hearing. Following the hearing and subsequent discussion, the City Council may reinstate the permit, make amendments to the permit conditions, or revoke the permit by adopting a resolution with findings of fact that include the basis for the revocation.

(4) **Effect of Revocation.**

- a. No person who has had a permit revoked under this Section shall be issued a short-term rental permit for one year from the date of revocation.
- b. A property that has had its permit revoked shall not be issued another short-term rental permit for one-year from the date of revocation.

(5) **Enforcement.**

- a. An owner, operator, tenant, or occupant of any building or property in violation of the provisions of this Article may be charged and found guilty of a misdemeanor and may be held responsible for the cost of enforcement in addition to penalties.
- b. The City may exercise any and all remedies at law or in equity to ensure compliance with this Article. All unpaid costs, charges, and penalties may be certified to the property for collection with the property taxes.
- c. The City hereby further declares that the short-term rental of a dwelling or dwelling unit in violation of this Article may constitute a public nuisance pursuant to Chapter 17 of the City Code and the City may exercise its authority to abate such nuisances.

Sec. 13-290—299 Reserved

SECTION 2. Effective Date

This ordinance shall take effect upon its adoption by the City Council, its publication in the City's official newspaper.

ADOPTED this ____ day of April 2021, 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

ORDINANCE NO. 880

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

**AN ORDINANCE AMENDING CHAPTER 13 OF THE NEW BRIGHTON CITY CODE
REGARDING THE LICENSING OF SHORT TERM RENTALS**

THE CITY OF NEW BRIGHTON ORDAINS:

SECTION 1. Chapter 13 of the Code of Ordinances of the City of New Brighton, Minnesota, is hereby amended as follows:

Existing Article 1, General Conditions, is amended as follows:

Sections 13-1 through 13-2 are hereby restated and incorporated herein unchanged.

Section 13-3. Definitions, introductory paragraphs and definitions (1) through (24) are hereby restated and incorporated herein unchanged.

(25) Short Term Rental. A non-owner occupied dwelling unit rented for a period of fourteen (14) consecutive days or less.

Section 13-3. Definitions, existing definitions (25) through (28) are hereby restated and incorporated herein as definitions (26) through (29).

Sections 13-4 through 13-29 are hereby restated and incorporated herein unchanged.

Existing Articles 2 through 6 are hereby restated and incorporated herein unchanged.

Article 7. Short Term Rentals

Sec. 13-200. Purpose.

The purpose of this Article is to ensure that the short-term rental of a permitted dwelling unit is conducted, operated, and maintained so as not to become a nuisance to the surrounding neighborhood, or an influence that fosters blight and deterioration, or creates a disincentive for others to reinvest in the community.

Sec. 13-210. Scope.

This ~~section~~Article applies to any dwelling unit proposed to be used as a short-term rental with the following exceptions:

- (1) If the owner lives at the property and will be present on the property during the short-term rental period; or
- (2) The renting of an individual room.

Sec. 13-220. Permit Required.

The short-term rental of any dwelling unit, or advertisement of a dwelling unit for short-term rental, shall be prohibited unless a permit authorizing short-term rental has been approved in accordance with this Article.

Sec. 13-230. Short Term Rental Permit Application.

Applications for a short-term rental permit shall be made by the fee owner or authorized representative of the fee owner of the residence proposed for use as a short-term rental. All applications for a short-term rental permit shall include:

- (1) A completed City of New Brighton application form for short-term rental permits;
- (2) Verification of authority to file the application (i.e., proof of ownership or control of the property; if not the owner of the property, the signature of the fee owner of the property);
- (3) ~~Required fee;~~A fee in an amount that is set forth in the City's fee schedule;
- (4) Contact information for both the owner and any authorized agent involved with the short-term rental;
- (5) The short-term rental property's address, number of bedrooms, total livable square feet, and number of off-street parking spaces;
- (6) A site plan identifying the location and number of off-street parking spaces;
- (7) Confirmation that the applicant:
 - a. Has read and understands City Code Chapter 13, Article 7;
 - b. Will post an easily accessible list of emergency contacts at the short-term rental; and
 - c. Will post an easily accessible copy of rental rules and regulations at the short-term rental.
- (8) Any other information that may be reasonably required by the City to evaluate the application.

Sec. 13-240. Short Term Rental Permit Application Review and Issuance

- (1) Approval of a short-term rental application will be granted by the City Council once the City has confirmed that all required information and the required fee has been submitted.
- (2) If the City determines that an application is incomplete, the applicant shall be notified of the

deficiencies in the application and the date by which all deficiencies must be rectified.

- a. The permit will be issued if all deficiencies are addressed prior to the deadline.
- b. Failure to address all deficiencies by the deadline will result in denial of the permit and forfeiture of the application fee. Reapplication shall require submittal of a new application and ~~new payment~~ of an additional fee.

Sec. 13-250. Reasonable Conditions.

In approving a short-term rental permit, the City may impose such reasonable conditions and requirements as it deems necessary and appropriate to ensure compliance with short-term rental requirements.

Sec. 13-260. Requirements of All Short Term Rentals

(1) Resident Agent.

- a. No short-term rental permit shall be issued without designation of a local resident agent.
- b. The resident agent must live and work within 30 miles of the dwelling unit being offered as a short term rental.
- c. The ~~Agent~~resident agent may, but is not required to be, the owner.
- d. One person may be the resident agent for multiple dwelling units.
- e. At all times, the resident agent shall have on file with the City a primary and a secondary phone number as well as a current address. The resident agent or a representative of the resident agent shall be available 24-hours a day at the primary or secondary phone number during all times that the dwelling unit is being rented to respond immediately to complaints or issues relating to the dwelling unit.
- f. The City shall be notified in writing of any change of resident agent prior to the change occurring.
- g. The resident agent shall be responsible for the activities of the tenants and maintenance and upkeep of the dwelling unit; and shall be authorized and empowered to receive ~~service of the~~ notice of violation of the provisions of City ordinances and state law, to receive orders, and to institute remedial action to effect such orders, and to accept all service of process pursuant to law.

(2) Documentation of Renters. The resident agent shall maintain a list of all occupants authorized to use the short-term rental during any given rental period. The resident agent shall make the list of occupants available to City staff and/or law enforcement upon request.

(3) In-Unit Posting. The following information shall be posted in a conspicuous place within the short term rental:

- a. Name and contact information for the resident agent in charge of monitoring the property while renters are present.
- b. Street ~~Address~~address of the subject property.
- c. Floor plan indicating fire exits and escape routes.

(4) Compliance with Local Ordinances. No owner shall undertake or allow the short-term rental of a dwelling unit in a manner that does not comply with ~~all applicable~~the City Ordinances ~~Zoning Code~~, the ~~laws of the State of Minnesota, and~~ City Code, including but not limited to this Article ~~and state and federal laws and regulations.~~

Sec. 13-270. Effect of Short Term Rental Permit Approval.

- (1) **Effective Dates.** Issuance of a short term rental permit shall authorize use of the property as a short term rental per the following guidelines:
 - a. All short term rental permits issued between January 1st and October 31st of any given calendar year shall expire at midnight on December 31st of that same calendar year.
 - b. Short term rental permits issued between November 1st and December 31st of any given calendar year shall authorize use of the property as a short term rental through December 31st of the following calendar year.
- (2) **Non-transferable.** Sale of a property or transfer of ownership rights to a non-permit holder shall invalidate an issued short term rental permit. The new owner must apply for and receive a new short term rental permit to re-establish short term rental rights. Prospective owners wishing to establish short term rental rights on a property prior to acquisition may apply for a permit jointly with the present property owner.
- (3) **Renewal.** To ensure existing permit holders can avoid a lapse in eligibility, permit holders are encouraged to apply for renewal of their permit after November 1st for the following calendar year.

Sec. 13-280. Permit Suspension or Revocation.

Any short-term rental found to be out of compliance with the requirements of Section 13-260 shall be subject to permit suspension or revocation

- (1) **First Offense.** Upon determining a short-term rental property is out of compliance with any provision of Section 13-260, the property owner shall be ordered by City staff to correct the violation and take any/all appropriate actions necessary to prevent further violations. If the property owner disagrees with the order, he or she may appeal the decision to the City Council. Said decision shall be heard by the City Council at its next regular meeting.
- (2) **Second Offense.** Upon determining that a second offense has occurred within 365 days of an initial offense, the permit shall be immediately suspended and directed to the City Council for reinstatement, amendment, or revocation.
- (3) **Council Review.** The City Council may take action to reinstate, amend, or revoke a short term rental permit upon finding that any of the conditions set forth in Section 13-260 have been violated twice in any 365 day period. The City shall notify the short term rental permit holder, in writing, of the violations triggering the review, and the date upon which a public hearing will be held by the City Council to consider the matter. Written notice of the public hearing shall be provided to the short term rental permit holder and to all property owners within 350 feet of the property subject to the permit. Such notice shall be mailed to the last known address of the owners at least 10 days prior to the hearing. Following the hearing and subsequent discussion, the City Council may reinstate the permit, make amendments to the permit conditions, or revoke the permit by adopting a resolution with findings of fact that include the basis for the revocation.
- (4) **Effect of Revocation.**
 - a. No person who has had a permit revoked under this Section shall be issued a short-term rental permit for one year from the date of revocation.

- b. A property that has had its permit revoked shall not be issued another short-term rental permit for one-year from the date of revocation.
- (5) ~~Appeals & Penalties. (GET LANGUAGE FROM CITY ATTORNEY)~~ Enforcement.
- a. An owner, operator, tenant, or occupant of any building or property in violation of the provisions of this Article may be charged and found guilty of a misdemeanor and may be held responsible for the cost of enforcement in addition to penalties.
- b. The City may exercise any and all remedies at law or in equity to ensure compliance with this Article. All unpaid costs, charges, and penalties may be certified to the property for collection with the property taxes.
- c. The City hereby further declares that the short-term rental of a dwelling or dwelling unit in violation of this Article may constitute a public nuisance pursuant to Chapter 17 of the City Code and the City may exercise its authority to abate such nuisances.

Sec. 13-290—299 Reserved

SECTION 2. Effective Date

This ordinance shall take effect upon its adoption by the City Council, its publication in the City's official newspaper.

ADOPTED this ____ day of ~~February~~March 2021, 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

Document comparison by Workshare 10.0 on Wednesday, March 3, 2021
4:57:41 PM

Input:	
Document 1 ID	PowerDocs://DOCSOPEN/706676/1
Description	DOCSOPEN-#706676-v1-Short_Term_Rental_Ordinance
Document 2 ID	PowerDocs://DOCSOPEN/706676/2
Description	DOCSOPEN-#706676-v2-Short_Term_Rental_Ordinance
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	30
Deletions	11
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	41

RESOLUTION ____
CITY COUNCIL
CITY OF NEW BRIGHTON

**RESOLUTION AUTHORIZING PUBLICATION OF
ORDINANCE NO. 880 BY TITLE AND SUMMARY**

WHEREAS, the city council of the City of New Brighton has adopted Ordinance No. 880, an ordinance amending Chapter 13 of the New Brighton city code regarding permitting of short-term rental properties; and

WHEREAS, the ordinance is lengthy; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton, that the City Clerk shall cause the following summary of Ordinance No. 880 be published in the official newspaper in lieu of the entire ordinance:

Public Notice

The City Council of the City of New Brighton has adopted Ordinance No. 880 which requires that property owners first obtain a permit from the City prior to renting out their dwelling as a short term rental on websites such as VRBO and AirB&B. The purpose of the inexpensive permit is to ensure that such properties are being overseen by a resident agent during the time of the rental (i.e. someone who can respond within 30 minutes to issues should any arise), that renters be documented, that certain information is provided to renters, and that renters are responsible for seeing that their guests comply with all local ordinances. Repeat problems at a property will result in immediate suspension of a permit and review by City Council. Following review, the City Council may reinstate, amend, or revoke the permit. Repeat problems at properties may result in revocation of short-term rental rights for up to one year. The full ordinance text is available for inspection at City Hall during regular business hours, and will be emailed or sent to any party upon request.

Mayor Kari Niedfeldt-Thomas

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

Adopted this 13th day of April, 2021 by the City of New Brighton City Council with voting as follows:

Mayor Kari Niedfeldt-Thomas: _____

Abdullahi Abdulle: _____

Emily Dunsworth: _____

Graeme Allen: _____

Pamela Axberg: _____

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

Ordinance 880: Short Term Rentals Public Hearing

3/16/21



General Overview of Ord 880



- Creates language governing Short Term Rentals
- Intent is to stay out of the way, but still have leverage over problem properties
- Requires that short-term rentals acquire an inexpensive permit, and meet minimum standards during operation
- Non-compliance for a second time in a 365-day period triggers Council review of the permit



Main Changes to Ord 880



- Approval would be by City Council on consent agendas -- could be assigned to staff
- Removed occupancy limits
- Appeal language added for first offenses
- New Enforcement provisions added
- Full legal review



Ord 880

Definition

1 ORDINANCE NO. 880
2 STATE OF MINNESOTA
3 COUNTY OF RAMSEY
4 CITY OF NEW BRIGHTON

5 AN ORDINANCE AMENDING CHAPTER 13 OF THE NEW BRIGHTON CITY CODE
6 REGARDING THE LICENSING OF SHORT TERM RENTALS

7 THE CITY OF NEW BRIGHTON ORDAINS:

8 **SECTION 1.** Chapter 13 of the Code of Ordinances of the City of New Brighton, Minnesota, is hereby
9 amended as follows:

10 Existing Article 1, General Conditions, is amended as follows:

11 Sections 13-1 through 13-2 are hereby restated and incorporated herein unchanged.

12 Section 13-3. Definitions, introductory paragraphs and definitions (1) through (24) are hereby restated
13 and incorporated herein unchanged.

14 **(25) Short Term Rental.** A non-owner occupied dwelling unit rented for a period of fourteen (14)
15 consecutive days or less.

16 Section 13-3. Definitions, existing definitions (25) through (28) are hereby restated and incorporated
17 herein as definitions (26) through (29).

18 Sections 13-4 through 13-29 are hereby restated and incorporated herein unchanged.

19 Existing Articles 2 through 6 are hereby restated and incorporated herein unchanged.

20 **Article 7. Short Term Rentals**

21 **Sec. 13-200. Purpose.**

22 The purpose of this Article is to ensure that the short-term rental of a permitted dwelling unit is conducted,
23 operated, and maintained so as not to become a nuisance to the surrounding neighborhood, or an influence
24 that fosters blight and deterioration, or creates a disincentive for others to reinvest in the community.



Application Requirements

- 25 **Sec. 13-210. Scope.**
- 26 This Article applies to any dwelling unit proposed to be used as a short-term rental with the following
- 27 exceptions:
- 28 (1) If the owner lives at the property and will be present on the property during the short-term rental period;
- 29 or
- 30 (2) The renting of an individual room.
- 31 **Sec. 13-220. Permit Required.**
- 32 The short-term rental of any dwelling unit, or advertisement of a dwelling unit for short-term rental, shall be
- 33 prohibited unless a permit authorizing short-term rental has been approved in accordance with this Article.
- 34 **Sec. 13-230. Short Term Rental Permit Application.**
- 35 Applications for a short-term rental permit shall be made by the fee owner or authorized representative of the
- 36 fee owner of the residence proposed for use as a short-term rental. All applications for a short-term rental
- 37 permit shall include:
- 38 (1) A completed City of New Brighton application form for short-term rental permits;
- 39 (2) Verification of authority to file the application (i.e., proof of ownership or control of the property; if not
- 40 the owner of the property, the signature of the fee owner of the property);
- 41 (3) A fee in an amount that is set forth in the City's fee schedule;
- 42 (4) Contact information for both the owner and any authorized agent involved with the short-term rental;
- 43 (5) The short-term rental property's address, number of bedrooms, total livable square feet, and number of
- 44 off-street parking spaces;
- 45 (6) A site plan identifying the location and number of off-street parking spaces;
- 46 (7) Confirmation that the applicant:
- 47 a. Has read and understands City Code Chapter 13, Article 7;
- 48 b. Will post an easily accessible list of emergency contacts at the short-term rental; and
- 49 c. Will post an easily accessible copy of rental rules and regulations at the short-term rental.
- 50 (8) Any other information that may be reasonably required by the City to evaluate the application.



Four (4) Requirements of all short term rentals

- 51 **Sec. 13-240. Short Term Rental Permit Application Review and Issuance**
- 52 (1) Approval of a short-term rental application will be granted by the City Council once the City has
- 53 confirmed that all required information and the required fee has been submitted.
- 54 (2) If the City determines that an application is incomplete, the applicant shall be notified of the
- 55 deficiencies in the application and the date by which all deficiencies must be rectified.
- 56 a. The permit will be issued if all deficiencies are addressed prior to the deadline.
- 57 b. Failure to address all deficiencies by the deadline will result in denial of the permit and forfeiture
- 58 of the application fee. Reapplication shall require submittal of a new application and payment of
- 59 an additional fee.
- 60 **Sec. 13-250. Reasonable Conditions.**
- 61 In approving a short-term rental permit, the City may impose such reasonable conditions and requirements as
- 62 it deems necessary and appropriate to ensure compliance with short-term rental requirements.
- 63 **Sec. 13-260. Requirements of All Short Term Rentals**
- 64 (1) **Resident Agent.**
- 65 a. No short-term rental permit shall be issued without designation of a local resident agent.
- 66 b. The resident agent must live and work within 30 miles of the dwelling unit being offered as a short
- 67 term rental.
- 68 c. The resident agent may, but is not required to be, the owner.
- 69 d. One person may be the resident agent for multiple dwelling units.
- 70 e. At all times, the resident agent shall have on file with the City a primary and a secondary phone
- 71 number as well as a current address. The resident agent or a representative of the resident agent
- 72 shall be available 24-hours a day at the primary or secondary phone number during all times that
- 73 the dwelling unit is being rented to respond immediately to complaints or issues relating to the
- 74 dwelling unit.
- 75 f. The City shall be notified in writing of any change of resident agent prior to the change occurring.
- 76 g. The resident agent shall be responsible for the activities of the tenants and maintenance and
- 77 upkeep of the dwelling unit; and shall be authorized and empowered to receive the notice of
- 78 violation of the provisions of City ordinances and state law, to receive orders, and to institute
- 79 remedial action to effect such orders, and to accept all service of process pursuant to law.
- 80 (2) **Documentation of Renters.** The resident agent shall maintain a list of all occupants authorized to use
- 81 the short-term rental during any given rental period. The resident agent shall make the list of occupants
- 82 available to City staff and/or law enforcement upon request.

Ord 880



- 83 (3) **In-Unit Posting.** The following information shall be posted in a conspicuous place within the short
84 term rental:
- 85 a. Name and contact information for the resident agent in charge of monitoring the property while
86 renters are present.
- 87 b. Street address of the subject property.
- 88 c. Floor plan indicating fire exits and escape routes.
- 89 (4) **Compliance with Local Ordinances.** No owner shall undertake or allow the short-term rental of a
90 dwelling unit in a manner that does not comply with the City Zoning Code, the City Code, including
91 but not limited to this Article and state and federal laws and regulations.
- 92 **Sec. 13-270. Effect of Short Term Rental Permit Approval.**
- 93 (1) **Effective Dates.** Issuance of a short term rental permit shall authorize use of the property as a short
94 term rental per the following guidelines:
- 95 a. All short term rental permits issued between January 1st and October 31st of any given calendar
96 year shall expire at midnight on December 31st of that same calendar year.
- 97 b. Short term rental permits issued between November 1st and December 31st of any given calendar
98 year shall authorize use of the property as a short term rental through December 31st of the
99 following calendar year.
- 100 (2) **Non-transferable.** Sale of a property or transfer of ownership rights to a non-permit holder shall
101 invalidate an issued short term rental permit. The new owner must apply for and receive a new short
102 term rental permit to re-establish short term rental rights. Prospective owners wishing to establish short
103 term rental rights on a property prior to acquisition may apply for a permit jointly with the present
104 property owner.
- 105 (3) **Renewal.** To ensure existing permit holders can avoid a lapse in eligibility, permit holders are
106 encouraged to apply for renewal of their permit after November 1st for the following calendar year.
- 107 **Sec. 13-280. Permit Suspension or Revocation.**
- 108 Any short-term rental found to be out of compliance with the requirements of Section 13-260 shall be subject
109 to permit suspension or revocation
- 110 (1) **First Offense.** Upon determining a short-term rental property is out of compliance with any provision
111 of Section 13-260, the property owner shall be ordered by City staff to correct the violation and take
112 any/all appropriate actions necessary to prevent further violations. If the property owner disagrees with
113 the order, he or she may appeal the decision to the City Council. Said decision shall be heard by the
114 City Council at its next regular meeting.
- 115 (2) **Second Offense.** Upon determining that a second offense has occurred within 365 days of an initial
116 offense, the permit shall be immediately suspended and directed to the City Council for reinstatement,
117 amendment, or revocation.

Ord 880



- 118 (3) **Council Review.** The City Council may take action to reinstate, amend, or revoke a short term rental
119 permit upon finding that any of the conditions set forth in Section 13-260 have been violated twice in
120 any 365 day period. The City shall notify the short term rental permit holder, in writing, of the
121 violations triggering the review, and the date upon which a public hearing will be held by the City
122 Council to consider the matter. Written notice of the public hearing shall be provided to the short term
123 rental permit holder and to all property owners within 350 feet of the property subject to the permit.
124 Such notice shall be mailed to the last known address of the owners at least 10 days prior to the hearing.
125 Following the hearing and subsequent discussion, the City Council may reinstate the permit, make
126 amendments to the permit conditions, or revoke the permit by adopting a resolution with findings of
127 fact that include the basis for the revocation.
- 128 (4) **Effect of Revocation.**
- 129 a. No person who has had a permit revoked under this Section shall be issued a short-term rental
130 permit for one year from the date of revocation.
- 131 b. A property that has had its permit revoked shall not be issued another short-term rental permit for
132 one-year from the date of revocation.
- 133 (5) **Enforcement.**
- 134 a. An owner, operator, tenant, or occupant of any building or property in violation of the provisions
135 of this Article may be charged and found guilty of a misdemeanor and may be held responsible
136 for the cost of enforcement in addition to penalties.
- 137 b. The City may exercise any and all remedies at law or in equity to ensure compliance with this
138 Article. All unpaid costs, charges, and penalties may be certified to the property for collection
139 with the property taxes.
- 140 c. The City hereby further declares that the short-term rental of a dwelling or dwelling unit in
141 violation of this Article may constitute a public nuisance pursuant to Chapter 17 of the City Code
142 and the City may exercise its authority to abate such nuisances.

143 Sec. 13-290—299 Reserved
144



145 **SECTION 2. Effective Date**

146 This ordinance shall take effect upon its adoption by the City Council, its publication in the City's

147 official newspaper.

148 ADOPTED this ____ day of March 2021, by the New Brighton City Council with a vote of ____

149 ayes and ____ nays.

150 _____

151 Kari Niedfeldt-Thomas, Mayor

152 _____

153 Devin Massopust, City Manager

154 ATTEST:

155 _____

156 Terri Spangrud, City Clerk

157



Ord 878

RESOLUTION _____
CITY COUNCIL
CITY OF NEW BRIGHTON

RESOLUTION AUTHORIZING PUBLICATION OF
ORDINANCE NO. 880 BY TITLE AND SUMMARY

WHEREAS, the city council of the City of New Brighton has adopted Ordinance No. 880, an ordinance amending Chapter 13 of the New Brighton city code regarding permitting of short-term rental properties; and

WHEREAS, the ordinance is lengthy; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton, that the City Clerk shall cause the following summary of Ordinance No. 880 be published in the official newspaper in lieu of the entire ordinance:

Public Notice

The City Council of the City of New Brighton has adopted Ordinance No. 880 which requires that property owners first obtain a permit from the City prior to renting out their dwelling as a short term rental on websites such as VRBO and AirB&B. The purpose of the inexpensive permit is to ensure that such properties are being overseen by a resident agent during the time of the rental (i.e. someone who can respond within 30 minutes to issues should any arise), that renters be documented, that certain information is provided to renters, and that renters are responsible for seeing that their guests comply with all local ordinances. Repeat problems at a property will result in immediate suspension of a permit and review by City Council. Following review, the City Council may reinstate, amend, or revoke the permit. Repeat problems at properties may result in revocation of short-term rental rights for up to one year. The full ordinance text is available for inspection at City Hall during regular business hours, and will be emailed or sent to any party upon request.

Mayor Kari Niedfeldt-Thomas

Council Discussion / PUBLIC HEARING



TIMER

- Information Technology Staff will coordinate who is active at any given point in time
- Once hearing is open, on-line participants may speak when called upon by IT
- Alternatively, email comments at any time to: Ben.Gozola@newbrightonmn.gov
- OR enter your comments in the chat box on Zoom




- Open Public Hearing
- Review Email Comments
- Review Chat Room Comments
- Close Public Hearing
- Discussion / Direction to Staff
- Table the item for final consideration on April 13th



Report Number:	
Agenda Section:	Public Hearing
Report Date:	3/17/2021
Council Meeting Date:	3/23/2021

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION: PUBLIC IMPROVEMENT HEARING FOR PROJECT 21-1, 2021 STREET REHABILITATION
DEPARTMENT HEAD'S APPROVAL: Craig Schlichting, Director of Community Assets and Development C6S
CITY MANAGER'S APPROVAL: 
No comments to supplement this report <u> </u> Comments attached <u> </u>

Recommendation:

1. To hold a Public Improvement Hearing on proposed Project 21-1, 2021 Street Rehabilitation.
2. To adopt the resolution ordering Project 21-1, 2021 Street Rehabilitation as proposed in the Feasibility Study, authorize staff to proceed with the preparation of plans and specifications, and designate the Director of Community Assets and Development as the engineer for this improvement project.

Legislative History: The City Council adopted a Comprehensive Street Plan in 1980 and recently updated the plan as part of the New Brighton 2040 Comprehensive Plan process creating a means by which to improve and maintain high quality streets and alleys within the City. The streets considered for rehabilitation in 2021 have been identified by City staff as needing replacement in 2021 based on their age, pavement condition, and resident input.

On January 12, 2021, Council adopted a resolution ordering staff to prepare a Feasibility Study for City Project 21-1, 2021 Street Rehabilitation.

On February 18, 2021, an informational meeting was held with residents to be affected by this proposed project. Information about this meeting is included in the Feasibility Study.

On March 9, 2021, Council accepted the Feasibility Study for Project 21-1, 2021 Street Rehabilitation and set the Public Improvement Hearing for March 23, 2021.

Notices of the Public Improvement Hearing were mailed to property owners to be affected by this proposed street rehabilitation project and published in the local newspaper as required by law.

Financial Impact: The total estimated project cost is \$2,892,400. The Feasibility Study contains cost estimates and recommended funding.

Explanation: The purpose of this item is to hold the Public Improvement Hearing for proposed Project 21-1, 2021 Street Rehabilitation. A presentation of the Feasibility Study will be made by staff prior to the opening of the Public Improvement Hearing.

If the Council approves the project at the Public Improvement Hearing, staff will prepare plans and specifications based on the input received at the improvement hearing and previously collected information.

Costs and Funding: This project, if approved, would be funded from a combination of City of New Brighton general taxes, special assessments, and utility improvement funds.

A handwritten signature in blue ink, reading "Craig Schlichting", is positioned above a horizontal line.

Craig G. Schlichting, P.E.
Director of Community Assets & Development

Attachments: Resolution

Resolution No. 21-

State of Minnesota
County of Ramsey
City of New Brighton

RESOLUTION ORDERING PROJECT AND AUTHORIZING PREPARATION OF PLANS AND SPECIFICATIONS FOR PROJECT 21-1, 2021 STREET REHABILITATION.

WHEREAS, pursuant to Resolution 21-027 of the City Council of the City of New Brighton, adopted March 9, 2021, a date was set for a Council Hearing on proposed Improvement Project 21-1, 2021 Street Rehabilitation; and,

WHEREAS, ten days published notice of the hearing through two weekly publications of the required notice was given and the hearing was held thereon the 23rd day of March, 2021, at which time all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. Such improvement is hereby ordered as proposed.
2. The Director of Community Assets and Development is hereby designated as the engineer for this improvement and is hereby authorized to proceed with the preparation of the plans and specifications.

Adopted this 23rd day of March, 2021, by the New Brighton City Council with a vote of _____ ayes and _____ nays.

Kari Niedfeldt-Thomas, Mayor

ATTEST:

Devin Massopust, City Manager

Terri Spangrud, Deputy City Clerk



Department of Community Assets and Development

PROJECT 21-1, 2021 STREET REHABILITATION

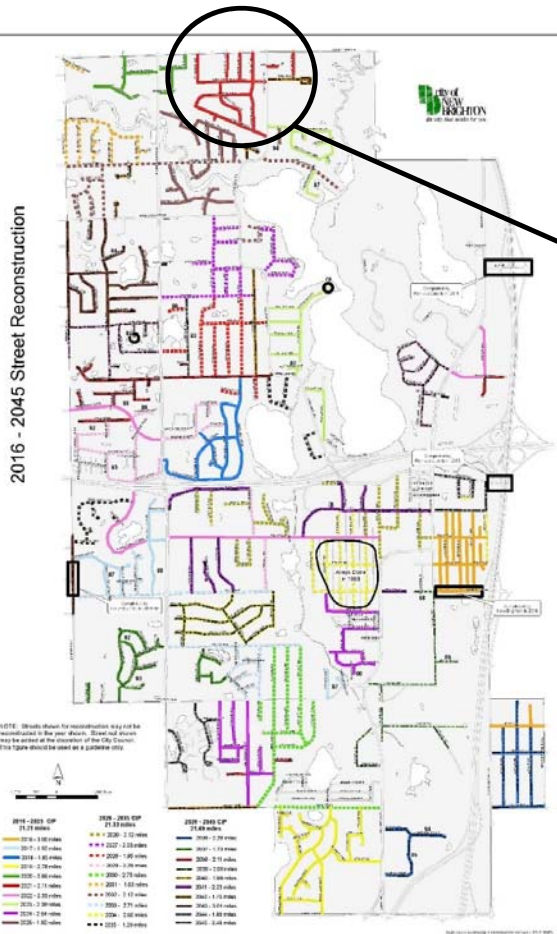
March 23, 2021 Public Hearing



PROJECT 21-1 SCHEDULE

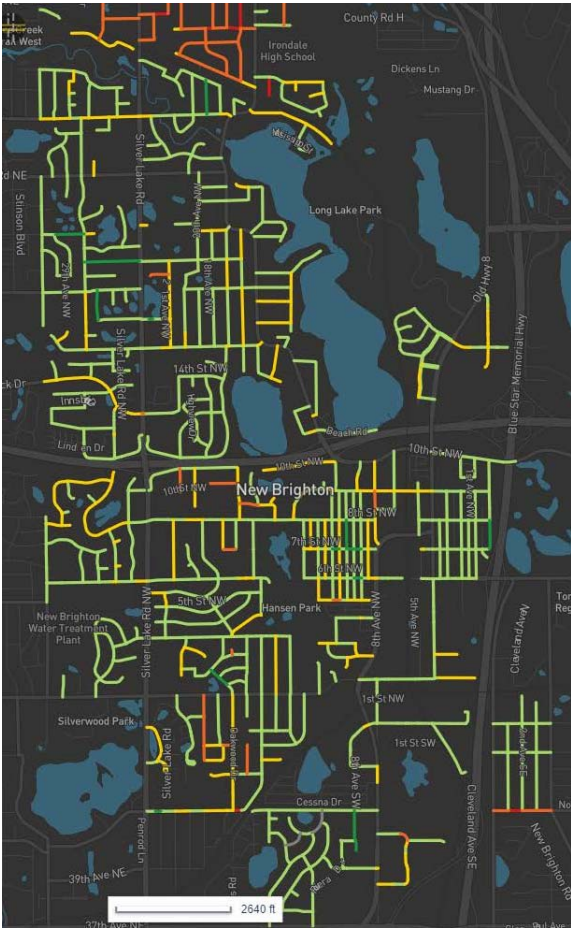


COMPREHENSIVE STREET PLAN



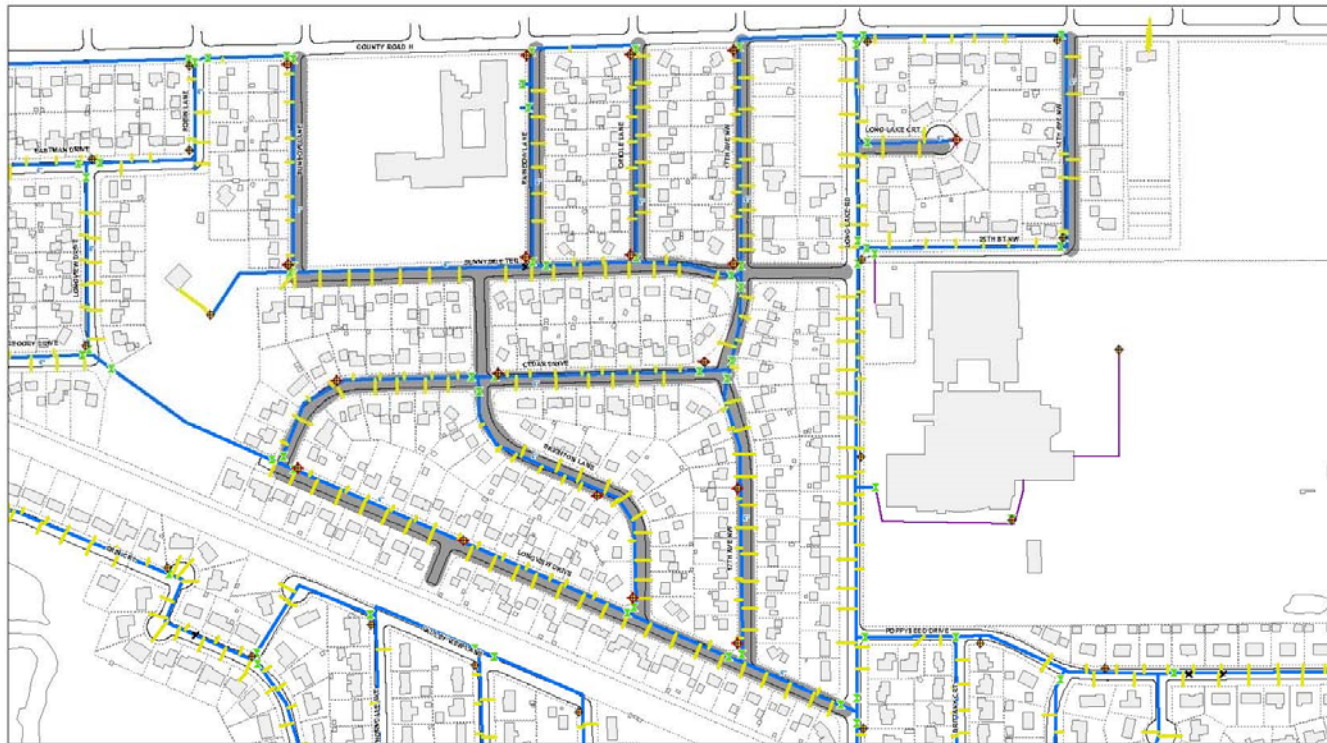
- City Council adopted plan for maintaining our streets and alley system.
- New Brighton has about 64 miles of streets and alleys.
- Streets are rehabilitated about every 25 to 30 years.
- Rehabilitate about 2.1 miles per year.
- Rehabilitate on a neighborhood basis to minimize disruption.

STREET IMPROVEMENTS



- 2.11 miles of streets in project corridor
- Last rehabilitated in 1990
- Streets to be constructed to their original width
- Remove and replace bituminous pavement and reclaim existing aggregate base material
- Replace broken and settled curb and gutter

WATER SYSTEM IMPROVEMENTS



✖ Break Location
 ● Hydrant
 ✕ Valve
 — Private Water Line
 — Water Service
 — Watermain
 — 2021 Street Reconstruction

Features to be replaced are highlighted in red.
 Hydrants: 18
 All other utilities will not be replaced.

225 112.5 0 225 Feet



Water System Replacement
For 2021 Street Reconstruction

- Watermain is C.I.P. with a low break frequency; will not be replaced
- 18 hydrants will be replaced based on age and no longer producing parts for repairs
- Water services with a history of freezing will be insulated



STORM SEWER SYSTEM IMPROVEMENTS



- ▲ Apron
- Catch Basin
- Storm Manhole
- Storm Sewer
- 2021 Street Reconstruction
- Casting Replacement Only (26)
- Structure & Casting Replacement (7)
- All Structures To Be Flex Sealed (49)

200 100 0 200 Feet



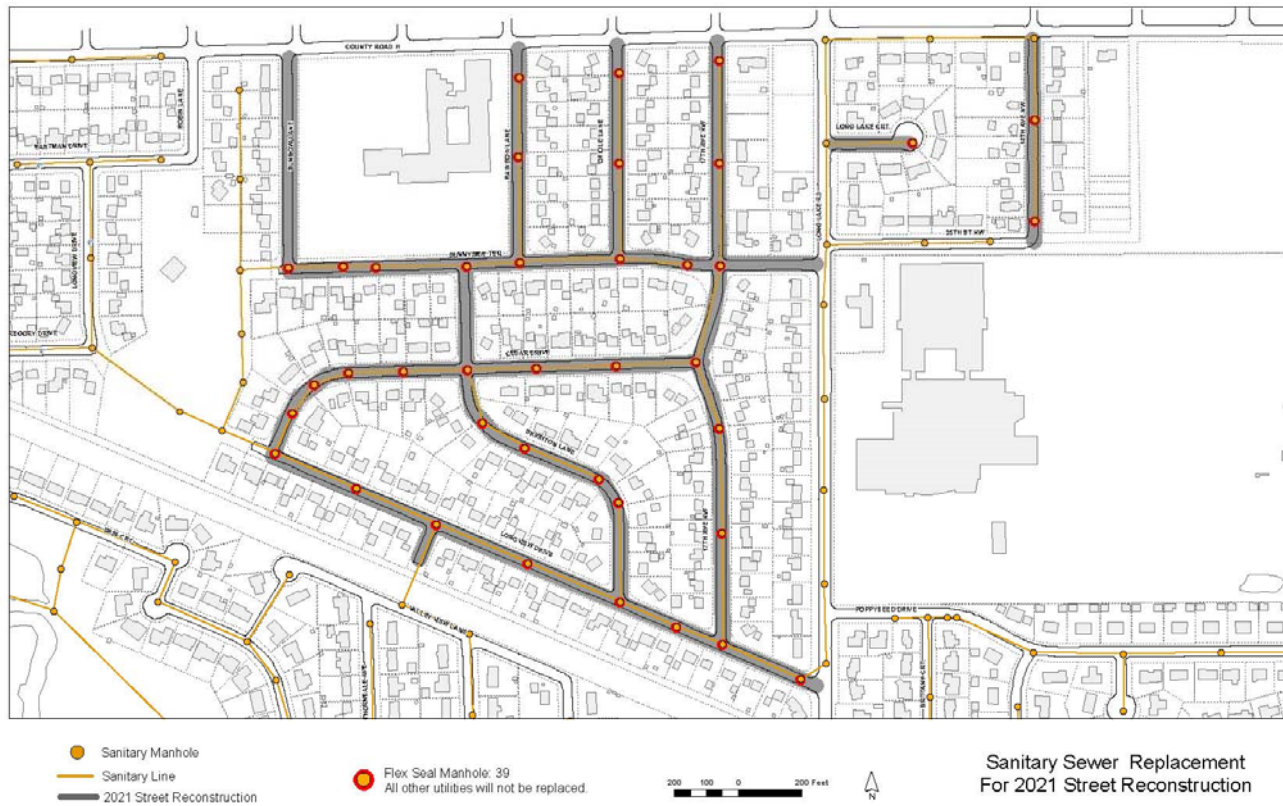
Storm Water Replacement
For 2021 Street Reconstruction

Light blue is green in the printed version of this map.

- Replace 7 existing block-built structures with precast concrete structures
- Replace existing grates on 26 catch basins
- Flex Seal 49 catch basins



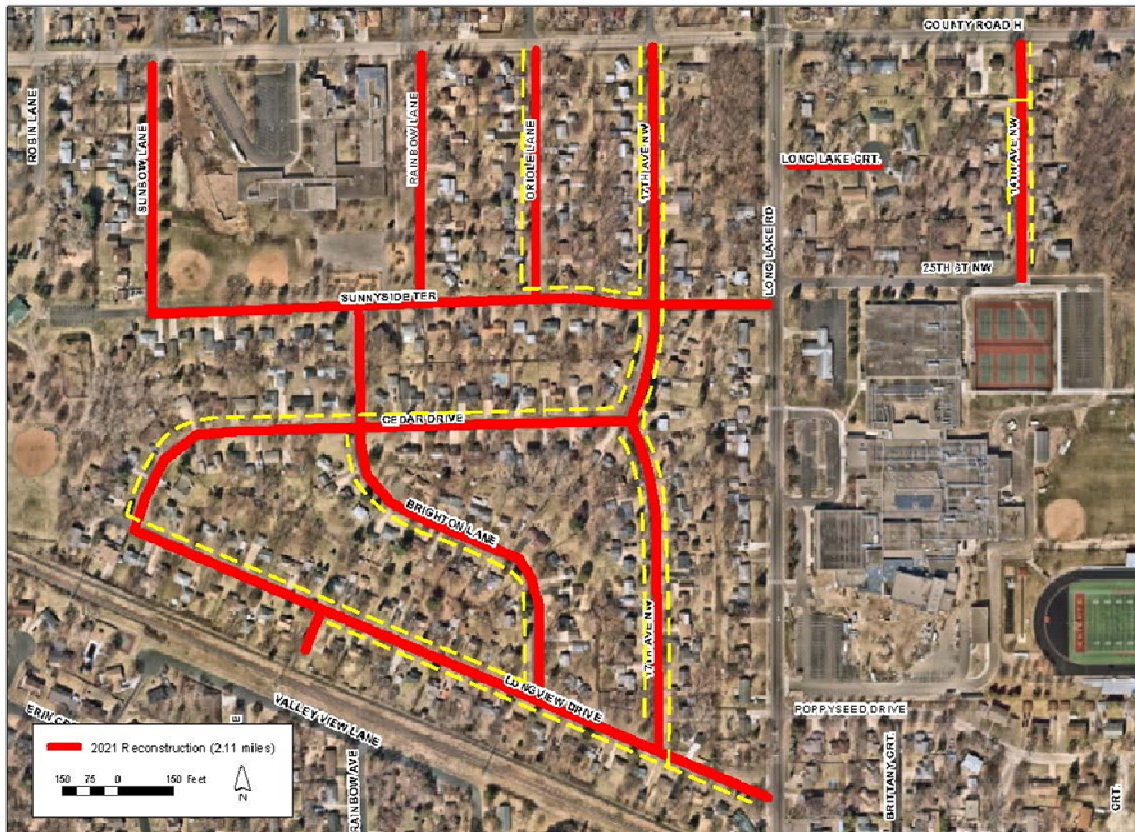
SANITARY SEWER SYSTEM IMPROVEMENTS



- Sewer mains televised. No issues found requiring open cutting of street
- Flex Seal 39 manholes to prevent inflow and infiltration.



PRIVATE UTILITIES



- Xcel gas to replace approximately 2 miles of gas main throughout project corridor (shown in yellow)
- Residential gas services will also be replaced
- Residential sewer service televising post operation

ESTIMATED PROJECT COSTS	
IMPROVEMENT	ESTIMATED COST
Construction Costs	\$2,132,400
Contingency (10%)	\$213,300
Engineering & Administration (20%)	\$469,100
Soil Borings	\$9,100
Legal & Fiscal (1%)	\$23,500
Bond Issuance Costs	\$45,000
TOTAL ESTIMATED PROJECT COST	\$2,892,400

PROJECT FUNDING

IMPROVEMENT	CITY COST	ASSESSABLE COST	TOTALS
Street Reconstruction	1. \$1,604,500	2. \$534,800	\$2,139,300
Watermain Improvements	\$273,700	\$0	\$273,700
Sanitary Sewer Improvements	\$72,700	\$0	\$72,700
Storm Sewer Improvements	\$406,700	\$0	\$406,700
Total	\$2,357,600	\$534,800	\$2,892,400

1. 75 percent of Street Rehabilitation costs.
2. 25 percent of Street Rehabilitation costs.

ASSESSMENT CALCULATIONS

Assessment Method: Per Lot Basis

Longview Drive = 38 Lots
Cedar Drive = 28 Lots
Brighton Lane = 20 Lots
17th Avenue NW = 42 Lots
Sunbow Lane = 7 Lots
Sunnyside Terrace = 16 Lots
Rainbow Lane = 8 Lots
Oriole Lane = 16 Lots
Long Lake Court = 6 Lots
14th Avenue NW = 13 Lots

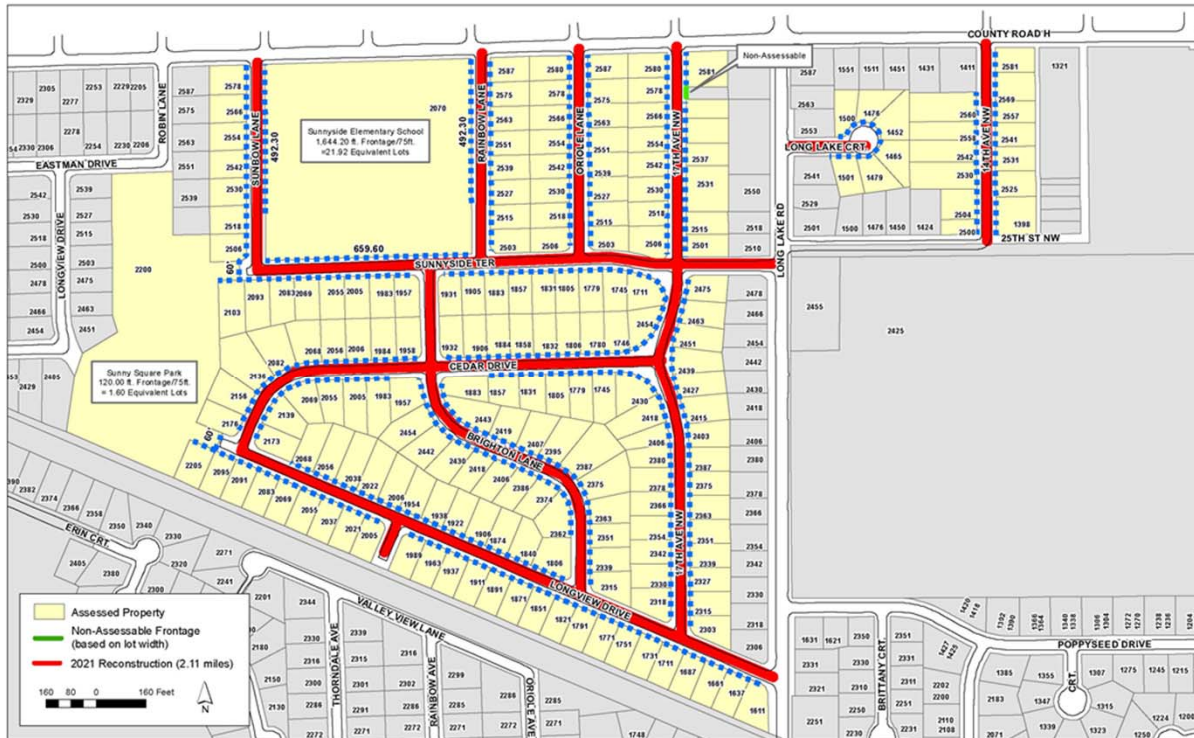
2070 County Road H (Sunnyside Elementary)
 $1,644.20' / 75' \text{ (standard lot frontage)} = 21.92 \text{ Lots}$

City of New Brighton (Sunny Square Park)
 $120.00' / 75' \text{ (standard lot frontage)} = 1.60 \text{ Lots}$

Total Assessable Lots = 217.52

Preliminary Estimated Assessments

25 % of Anticipated Street Costs =
 $\$534,800 / 217.52 \text{ Lots} = \mathbf{\$2,500 \text{ Per Lot}}$



*Non-Assessable lot on 17th Avenue NW has a lot frontage of 40'. Property would have to be combined with an adjacent property to become buildable.

EXAMPLE ASSESSMENT PAYOFF

\$2,500 @ 3.00% Interest for 10 Years

YEAR	PRINCIPAL	INTEREST	TOTAL	BALANCE
2023	\$250.00	\$94.50	\$344.50	\$2,250.00
2024	\$250.00	\$67.50	\$317.50	\$2,000.00
2025	\$250.00	\$60.00	\$310.00	\$1,750.00
2026	\$250.00	\$52.50	\$302.50	\$1,500.00
2027	\$250.00	\$45.00	\$295.00	\$1,250.00
2028	\$250.00	\$37.50	\$287.50	\$1,000.00
2029	\$250.00	\$30.00	\$280.00	\$750.00
2030	\$250.00	\$22.50	\$272.50	\$500.00
2031	\$250.00	\$15.00	\$265.00	\$250.00
2032	\$250.00	\$7.50	\$257.50	\$0.00
TOTAL	\$2,500	\$432.00	\$2,932.00	

$$\frac{\text{Avg Annual Payment } \$2,932.00}{10} = \$293.20$$

$$\frac{\text{Avg Monthly Payment } \$293.20}{12} = \$24.43$$

PAST SINGLE FAMILY ASSESSMENT RATES

Project	Assessment
20-1 Street Rehabilitation (preliminary)	\$2,500.00
19-1 Street Rehabilitation	\$2,825.83
18-1 Street Rehabilitation	\$2,557.80
17-1 Street Rehabilitation	\$1,603.86
16-1 Street Rehabilitation	\$1,401.64-\$1,675.54
15-1 Street Rehabilitation	\$1,687.29-\$2,225.85
14-1 Street Rehabilitation	\$2,356.97
13-1 Street Rehabilitation	\$1,052.07
11-1 Street Rehabilitation	\$1,324.27
10-3 Silver Lane Reconstruction	\$1,894.51

PROJECT 21-1 SCHEDULE



RECOMMENDATIONS

1. Hold Public Improvement Hearing
2. Adopt Resolution
 - Ordering Project 21-1, 2021 Street Rehabilitation
 - Authorize staff to prepare project plans and specifications

INFORMATION STAFF WANTS FROM RESIDENTS

Comments and opinions to include in the feasibility report for the City Council to review

Location of Sprinkler Systems

Location of Invisible Fences

If you have plans for driveway or private utility repairs

Frozen Water Service Issues

Dates of Special Events (Family gatherings, Graduations, Anniversaries)

Drainage Issues

Special Accessibility Needs



Questions?

Craig Schlichting, P.E.

651-638-2056

Craig.Schlichting@newbrightonmn.gov





Agenda Section:	Business
Report Date:	3/17/2021
Council Meeting Date:	3/23/2021

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION: CONSIDERATION OF APPROVAL OF PLANS AND SPECIFICATIONS AND AMENDMENT 2 TO THE PROFESSIONAL SERVICES CONTRACT WITH KIMLEY HORN, AND AUTHORIZE TO ADVERTISE FOR BIDS FOR CITY PROJECT 20-6, TRAFFIC SIGNAL AT OLD HIGHWAY 8 AND 8TH AVENUE.	
DEPARTMENT HEAD'S APPROVAL: Craig Schlichting, Director of Community Assets and Development <i>C6S</i>	
CITY MANAGER'S APPROVAL: <i>[Signature]</i>	
No comments to supplement this report <i>[Signature]</i>	Comments attached <u> </u>

Recommendation:

1. To approve the plans and specifications for Public Improvement Project 20-6, Traffic Signal at Old Highway 8 and 8th Avenue
2. Approve Amendment 2 to the Professional Services Agreement with Kimley Horn
3. Authorize Staff to Advertise for Bids.

Legislative History:

February 11, 2020:

- City Council entered into Cooperative Agreement with Ramsey County
- Authorization to enter professional services agreement with Kimley Horn
- Authorized preparation of plans and specifications

December 8, 2020

- City Council Authorized Amendment 1 to the Professional Services Agreement with Kimley Horn for design services.

February 23, 2021

- City Council Authorized Staff to Purchase Signal Equipment for Old Highway and 8th Avenue

Financial Impact: The City and County will split costs related to design and construction of the signal, the City will pay costs for work on 8th Avenue, and the County will pay costs for Old Highway 8 (with the exception of shared costs for sidewalks and City Utility improvements).

Explanation: The purpose of this item is to advance the project to the next step, which is to publicly advertise for bids. Bids are tentatively scheduled to be opened April/May, with construction to begin as early as May 2021. This project consists of the reconstruction of 8th Avenue from Old Highway 8 to 10th Street by the removal of the existing bituminous surfacing, removal and replacement of broken or settled sections of concrete curb and gutter, sanitary sewer construction, storm sewer construction, hydrant replacement, street excavation and grading, aggregate base, bituminous surfacing, and boulevard repair improvements.

During the redevelopment of the Midtown Village development a traffic analysis was performed. Based on current and future traffic demands a signal at Old Highway 8 and 8th Avenue NW is required. Ramsey County is responsible for Old Highway 8 and therefor is responsible for two legs of this intersection and half of the costs. The Cooperative Agreement established the County and City share of this project to be split evenly. The reconstruction of this intersection will include Old Highway 8 going on a road diet from the intersection down to 5th Street NW. The reconstruction will include LED lighting, and a multi-use bituminous trail on the east side of Old 8.

To make this project possible the City/County will be acquiring easements or property from Pulte and 575 Old Highway 8. The land required from Pulte is included as a separate council action for this City Council meeting. The City will do a land swap with 575 Old Highway 8 (Becker Home Remodeling) that is agreeable to both parties. This land swap will allow for expansion of the Becker business on their property, while also providing the City land it will need to build a future 8th Avenue road extension.

The amendment to the professional services contract includes City and County requests for design services related to work on Old Highway 8 and 8th Avenue NW. Additional inclusions are LED lighting, ADA bus stop improvements, sanitary sewer plans, property acquisition, signal pre-order, and a small amount of specialty construction inspection services.

Costs and Funding: The project will be funded with Ramsey County funds, TIF and MSA funds where allowed. Estimates at this time

Engineering Fees \$260,100

Construction Cost Estimates

Old Highway 8 and 8 th Avenue	\$1,222,000
Old Highway 8 south of intersection	\$382,000
8 th Avenue Improvements	\$949,000
(New Brighton \$1,632,000, Ramsey County \$921,000)	



Craig G. Schlichting, P.E.
Director of Community Assets and Development

Attachments:

Plan Sheets
Amendment Number 2

RAMSEY COUNTY & CITY OF NEW BRIGHTON
OLD HIGHWAY 8 INTERSECTION IMPROVEMENTS
NEW BRIGHTON CITY PROJECT NO. 20-6 & 21-4



PROJECT LOCATION
RAMSEY COUNTY
METRO DISTRICT

CONSTRUCTION PLANS FOR: GRADING, BITUMINOUS SURFACING, ADA IMPROVEMENTS, SIGNAL IMPROVEMENTS,
STORM SEWER IMPROVEMENTS, & SANITARY SEWER IMPROVEMENTS.

SAP 062-677-033 & 147-020-044 LOCATED ON: OLD HIGHWAY 8 FROM 5TH STREET TO 550' EAST OF 8TH AVE
SAP 062-677-033 & 147-020-044 LOCATED ON: 8TH AVE FROM OLD HIGHWAY 8 TO 7TH STREET
SAP 147-124-002 LOCATED ON: 8TH AVE FROM 7TH STREET TO 10TH STREET

LEGEND

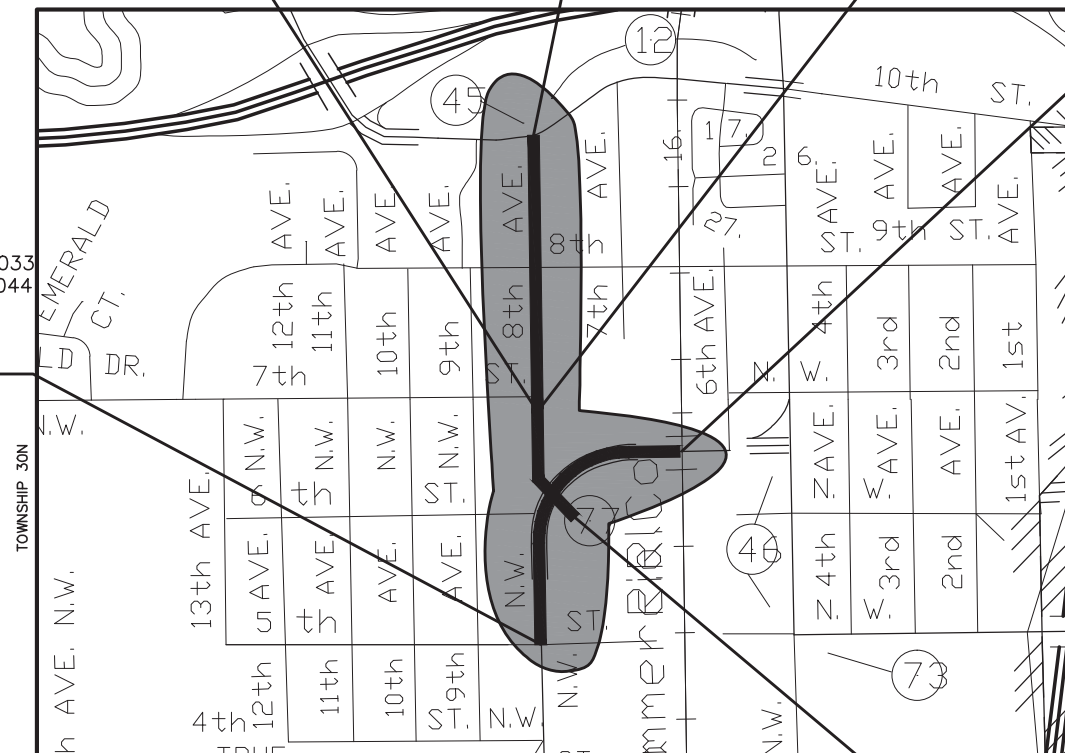
- EXISTING GATE VALVE
EXISTING HYDRANT
EXISTING CURB BOX
EXISTING WATERMAIN MANHOLE
EXISTING SANITARY MANHOLE
EXISTING STORM MANHOLE
EXISTING CATCH BASIN
EXISTING GAS VALVE
EXISTING CABLE TV BOX
EXISTING TELEPHONE BOX
EXISTING POWER POLE
EXISTING ELECTRICAL MANHOLE
EXISTING ELECTRICAL TRANSFORMER
EXISTING LIGHT POLE
EXISTING WATERMAIN
EXISTING SANITARY SEWER
EXISTING STORM SEWER
EXISTING GAS MAIN
EXISTING CABLE TV
EXISTING UNDERGROUND TELEPHONE LINE
EXISTING UNDERGROUND POWER
EXISTING OVERHEAD POWER
EXISTING FIBER LINE
EXISTING CURB AND GUTTER
EXISTING FENCE
EXISTING RIGHT-OF-WAY
EXISTING EASEMENT
EXISTING MAILBOX
EXISTING SOIL BORING
EXISTING STREET SIGN
EXISTING TREE
EXISTING TREE LINE
EXISTING CONTOUR
PROPOSED CONTOUR
DRAINAGE ARROW
PROPOSED GATE VALVE
PROPOSED BUTTERFLY VALVE
PROPOSED HYDRANT
PROPOSED MANHOLE (STORM/SANITARY)
PROPOSED CATCH BASIN
PROPOSED WATERMAIN
PROPOSED SANITARY SEWER
PROPOSED STORM SEWER
PROPOSED DRAIN TILE
PROPOSED CURB AND GUTTER
IN PLACE R/W
PROPOSED R/W
TEMPORARY EASEMENT
PERMANENT EASEMENT
PROPERTY LINE
LIMITS OF CONSTRUCTION

END S.A.P. 062-677-033
END S.A.P. 147-020-044
END C.P. 20-6
8TH AVE
STA. 55+81.35

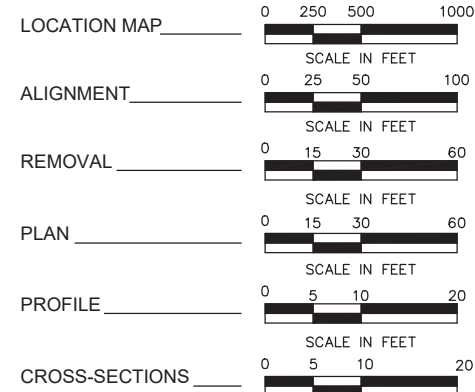
END S.A.P. 147-124-002
END C.P. 21-4
8TH AVE
STA. 70+74.02

BEGIN S.A.P. 147-124-002
BEGIN C.P. 21-4
8TH AVE
STA. 55+81.35

END S.A.P. 062-677-033
END S.A.P. 147-020-044
END C.P. 20-6
OLD HIGHWAY 8
STA. 11+79.85 (NB)



PLAN SET SCALES



DESIGN DESIGNATION: OLD HIGHWAY 8
STA. 1+23.26 (NB) TO 11+79.85 (NB)
(S.A.P. 062-677-033 & S.A.P. 147-020-044)
Functional Classification: MINOR ARTERIAL
No. of Traffic Lanes = 2 No. of Parking Lanes = 0
ADT (Current Year) 2021 = 12,200 Design Speed 30 MPH
ADT (Future Year) 2041 = 15,830 Based on STOPPING Sight Distance 2.0'
DHV (Design Hr. Vol.) = Height of eye 3.5 Height of Object
D (Directional Distr.) = 50 %
T (Heavy Commercial) = 4.48 %
R-Value 50 20 YR BESALS 1,663,000 Design Load 10 ton

DESIGN DESIGNATION: 8TH AVE
STA. 49+07.96 TO 70+74.02

Functional Classification: MAJOR COLLECTOR
No. of Traffic Lanes = 2 No. of Parking Lanes = 2
ADT (Current Year) 2021 = 5,400 Design Speed 30 MPH
ADT (Future Year) 2041 = 5,480 Based on STOPPING Sight Distance 2.0'
DHV (Design Hr. Vol.) = Height of eye 3.5 Height of Object
D (Directional Distr.) = 50 %
T (Heavy Commercial) = 4.09 %
R-Value 50 20 YR BESALS 620,000 Design Load 10 ton

DESIGN DESIGNATION: TRAIL
Design Speed 20 MPH
Based on STOPPING Sight Distance
Height of eye 3.5 Height of Object 0.0
Design Speed not achieved at:

OLD HIGHWAY 8
GROSS LENGTH 1.057 FEET 0.200 MILES
EXCEPTION LENGTH FEET MILES
NET LENGTH 1.057 FEET 0.200 MILES

8TH AVE
GROSS LENGTH 2.166 FEET 0.410 MILES
EXCEPTION LENGTH FEET MILES
NET LENGTH 2.166 FEET 0.410 MILES

BEGIN S.A.P. 062-677-033
BEGIN S.A.P. 147-020-044
BEGIN C.P. 20-6
8TH AVE
STA. 49+07.96

NOTE:
THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".

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

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

GOVERNING SPECIFICATIONS

THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MOST RECENT EDITION MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING "FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS."

INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2 - 3	STATEMENT OF ESTIMATED QUANTITIES
4	GENERAL CONSTRUCTION NOTES, STANDARD PLATES, AND UTILITY CONTACTS
5 - 6	TABULATIONS
7 - 9	CONSTRUCTION DETAILS
10 - 24	MNDOT STANDARD PLANS
25 - 29	TYPICAL SECTIONS
30 - 32	CONSTRUCTION PHASING AND DETOUR PLAN
33 - 34	ALIGNMENT PLAN AND TABULATION
35 - 37	STORM WATER POLLUTION PREVENTION PLAN
38 - 43	REMOVAL AND EROSION CONTROL PLAN
44 - 51	CONSTRUCTION PLAN AND PROFILES
52	STORM SEWER LATERALS
53 - 57	SANITARY SEWER AND WATERMAIN PLANS
58 - 61	INTERSECTION DETAIL PLAN
62	SUPERELEVATION PLAN
63 - 65	LIGHTING PLAN
66 - 79	TRAFFIC SIGNAL PLAN
80 - 92	SIGNING AND PAVEMENT MARKING PLANS
93 - 103	CROSS SECTIONS

90% PLAN SET

THIS PLAN SET CONTAINS 103 SHEETS

Kimley»Horn

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

DATE 3/5/2021 LIC. NO. 56719

ENGINEER KYLE T. IMHOLTE, PE

APPROVED CRAIG SCHLICHTING, P.E.
NEW BRIGHTON CITY ENGINEER

APPROVED RAMSEY COUNTY ENGINEER

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

APPROVED FOR STATE AND FEDERAL AID FUNDING: STATE AID ENGINEER

I HEREBY CERTIFY THAT THE FINAL FIELD REVISIONS, IF ANY, OF THIS PLAN WERE MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

ENGINEER
DATE LIC. NO.

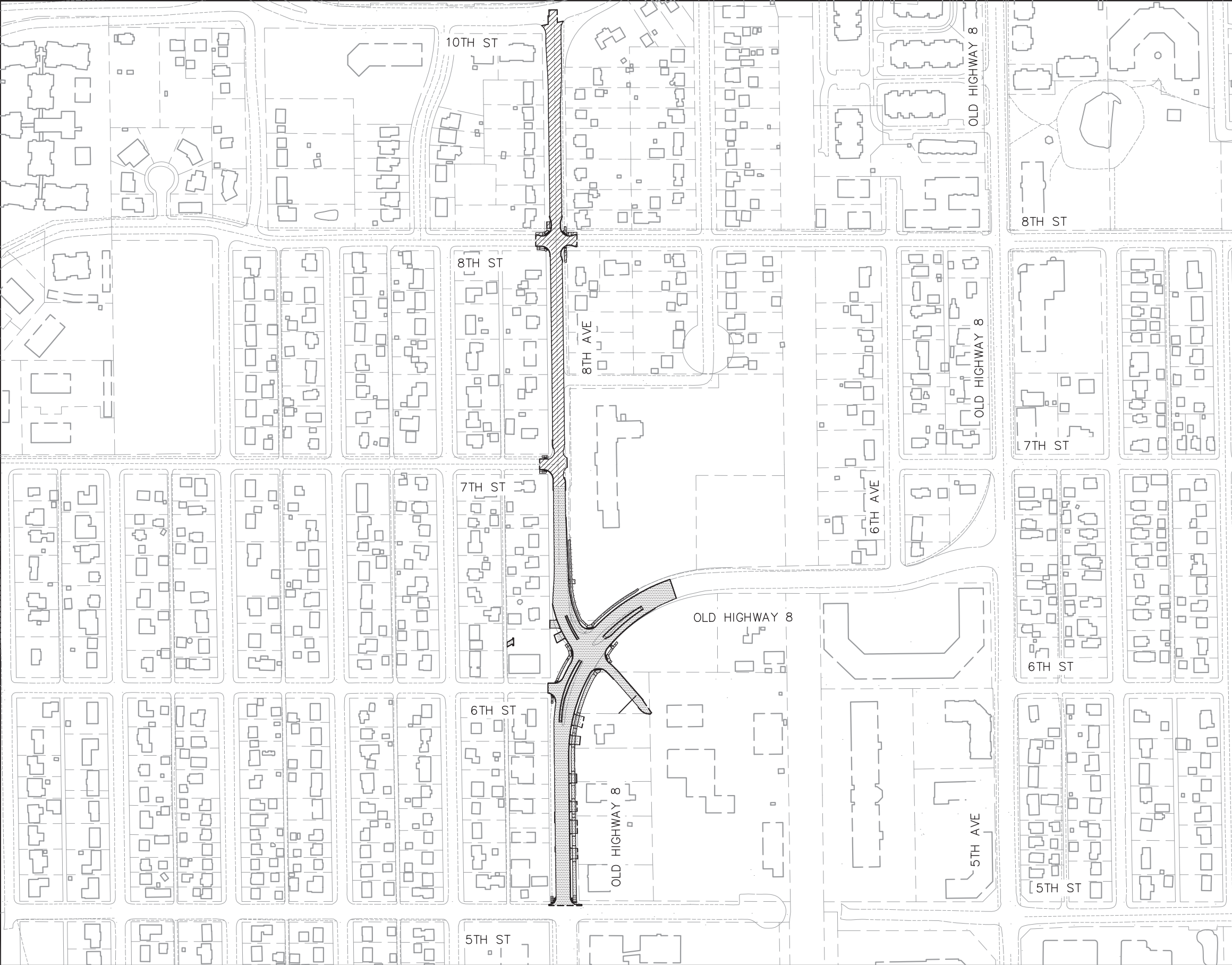
PLAN REVISIONS		
DATE	SHEET NO.	APPROVED BY

S.A.P. 062-677-033 & 147-020-044

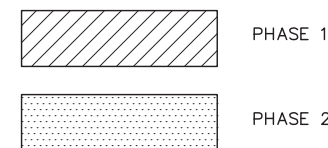
S.A.P. 147-124-002

SHEET NO. 1 OF 103 SHEETS

K:\TWC_Civil\City\NEW BRIGHTON\OLD HWY 8 STUDY\CAD\Plan Sheets\OLD8-CONST-PHASING.dwg March 05, 2021 - 8:10am



PHASING LEGEND



GENERAL CONSTRUCTION PHASING NOTES

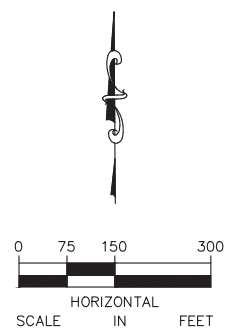
- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL COMMERCIAL AND RESIDENTIAL DRIVEWAYS THROUGHOUT THE ENTIRE DURATION OF THE PROJECT.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MOVING TRASH/RECYCLING RECEPTACLES AND BINS TO A DESIGNATED LOCATION FOR WASTE MANAGEMENT SERVICES FOR THE ENTIRE DURATION OF CONSTRUCTION ACTIVITIES THAT BLOCK WASTE REMOVAL ACCESS.
- 3. THE CONTRACTOR SHALL MAINTAIN EXISTING PEDESTRIAN ACCESS AND PLACE TEMPORARY PEDESTRIAN ACCESS ROUTES THROUGH THE CONSTRUCTION ZONE WHEN AN ALTERNATE PEDESTRIAN ROUTE IS NOT AVAILABLE PER THE MNMUTCD.

PHASE 1 CONSTRUCTION

- 1. CONSTRUCTION OF PHASE 1 SHALL BEGIN JUNE 1, 2021 AND BE COMPLETED BY JULY 16, 2021 (7 WEEKS). CONTRACTOR SHALL NOT WORK OUTSIDE OF THESE DATES WITHOUT APPROVAL FROM THE ENGINEER.
- 2. LOCAL DETOUR SHALL BE IN PLACE PRIOR TO CONSTRUCTION OF PHASE 1. CLOSE 8TH AVENUE TO THROUGH TRAFFIC FROM 7TH STREET TO 10TH STREET.
- 3. CONSTRUCT 8TH AVENUE AND ALL UNDERGROUND UTILITIES FROM 7TH STREET TO 10TH STREET.
- 4. PLACE PERMANENT VEGETATION AND TURF ESTABLISHMENT.
- 5. PLACE PERMANENT PAVEMENT MARKINGS.

PHASE 2 CONSTRUCTION

- 1. THE CONTRACTOR SHALL NOT COMMENCE PHASE 2 UNTIL PHASE 1 IS COMPLETE.
- 2. CONSTRUCTION OF PHASE 2 SHALL BEGIN JULY 19, 2021 AND BE COMPLETED BY OCTOBER 29, 2021 (15 WEEKS). CONTRACTOR SHALL NOT WORK OUTSIDE OF THESE DATES WITHOUT APPROVAL FROM THE ENGINEER.
- 2. LOCAL DETOUR SHALL BE IN PLACE PRIOR TO CONSTRUCTION OF PHASE 2. CLOSE OLD HIGHWAY 8 TO THROUGH TRAFFIC FROM 5TH STREET TO 6TH AVENUE. CLOSE 8TH AVENUE TO THROUGH TRAFFIC FROM OLD HIGHWAY 8 TO 7TH STREET.
- 3. CONSTRUCT OLD HIGHWAY 8 BETWEEN 5TH STREET AND 6TH AVENUE AND 8TH AVENUE BETWEEN OLD HIGHWAY 8 AND 7TH STREET INCLUDING ALL UNDERGROUND UTILITIES.
- 4. INSTALL SIGNAL SYSTEM AT OLD HIGHWAY 8 AND 8TH AVENUE.
- 5. PLACE PERMANENT VEGETATION AND TURF ESTABLISHMENT.
- 6. PLACE PERMANENT PAVEMENT MARKINGS.



No.	Date	Revisions	App.
90% PLAN SUBMITTAL			

DRAWING NAME	OLD8-CONST-PHASING.dwg
DESIGNED BY:	KTI
DRAWN BY:	MJK
CHECKED BY:	KTI
DATE:	3/5/2021
PROJECT NO.	160539007



767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

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.

KYLE T. IMHOLTE, PE
DATE: 3/5/2021 MN LIC. NO. 56719



CITY OF NEW BRIGHTON
OLD HIGHWAY 8 INTERSECTION IMPROVEMENTS



CITY OF NEW BRIGHTON
OLD HIGHWAY 8 INTERSECTION IMPROVEMENTS

CONSTRUCTION PHASING PLAN

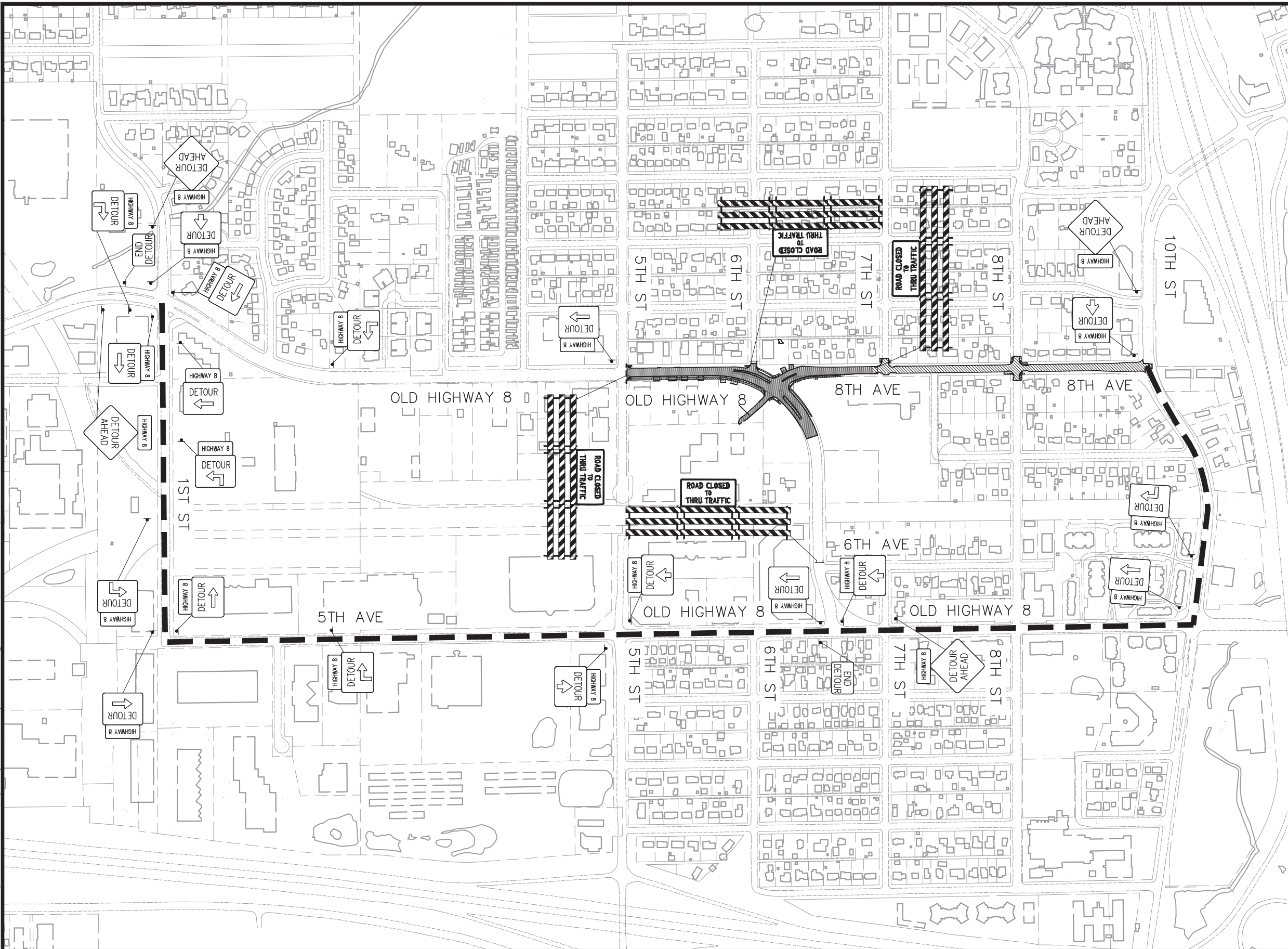
CITY PROJECT	20-6 & 21-4
S.A.P.	062-677-033
S.A.P.	147-020-044
S.A.P.	147-124-002

SHEET NO.

30

103

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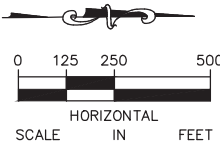


DETOUR LEGEND

- SIGN TT BARRICADE
- — — — — DETOUR ROUTE
- PHASE 1
- PHASE 2

GENERAL NOTES:

CONTRACTOR SHALL PLACE PHASE 2 ADVANCE NOTICE OF ROADWAY CLOSURE SIGNS ON 1ST STREET AND OLD HIGHWAY 8 A MINIMUM OF 14 CALENDAR DAYS IN ADVANCE OF THE CLOSURE.



No.	Date	Revisions	App.
90% PLAN SUBMITTAL			

DRAWING NAME OLD8--TC.dwg	
DESIGNED BY:	KTI
DRAWN BY:	MJK
CHECKED BY:	KTI
DATE:	3/5/2021
PROJECT NO.	160539007

767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

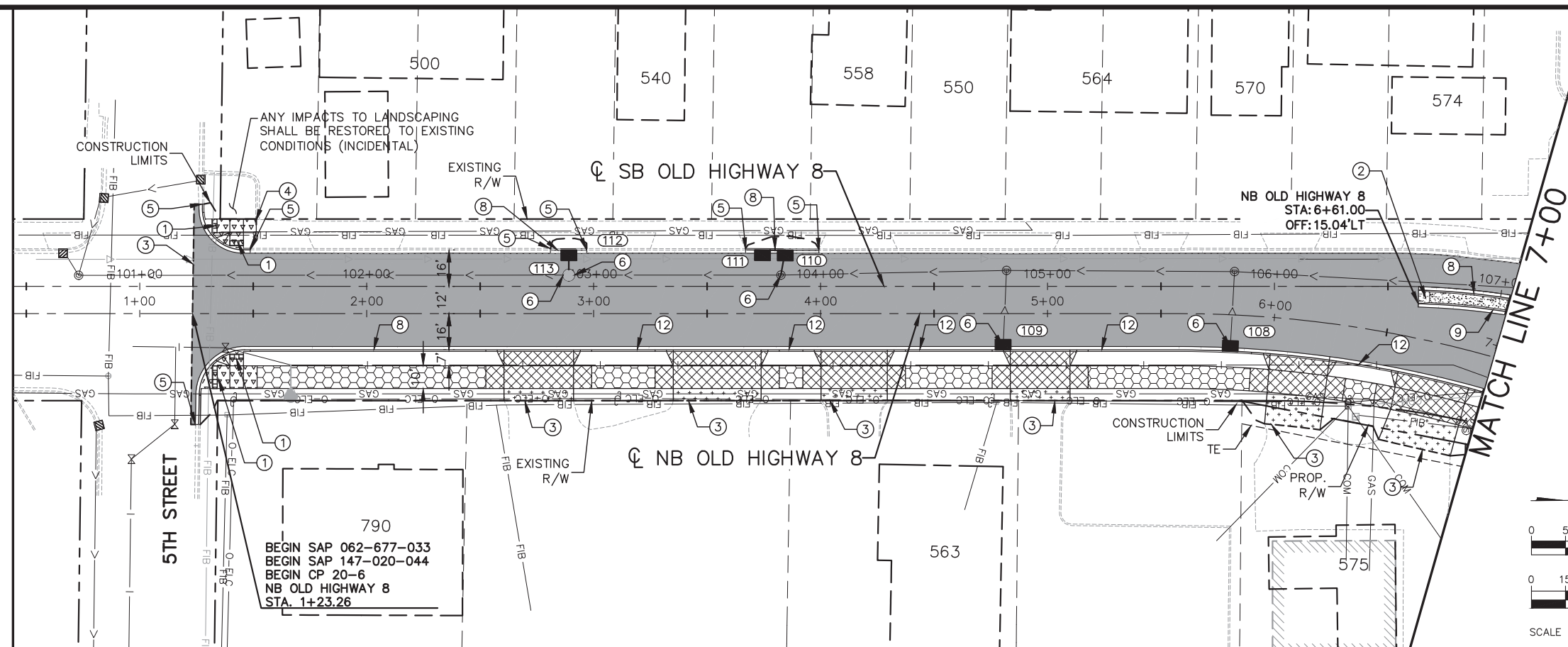
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

KYLE T. IMHOLTE, PE
DATE: 3/5/2021 MN LIC. NO. 56719


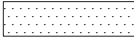

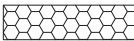

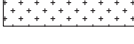


CITY OF NEW BRIGHTON
OLD HIGHWAY 8 INTERSECTION IMPROVEMENTS

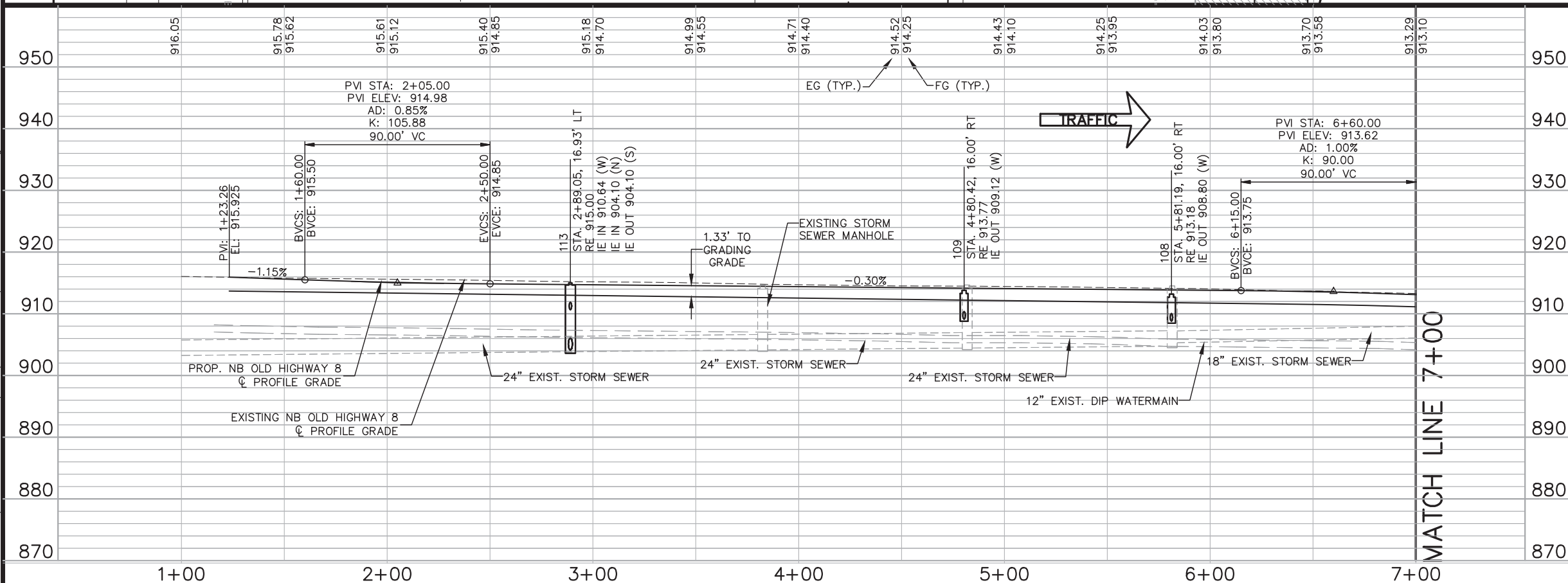
PHASE 2
DETOUR PLAN

CITY PROJECT	20-6 & 21-4	SHEET NO. 32 103
S.A.P.	062-677-033	
S.A.P.	147-020-044	
S.A.P.	147-124-002	



- ## NOTES:
1. MATCH LINE STATIONING BASED ON NB OLD HIGHWAY 8 $\frac{1}{2}$ AND 8TH AVENUE $\frac{1}{2}$.
 2. ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
 3. SEE SHEET 50 FOR SB OLD HIGHWAY 8 PROFILE.
 4. SEE SHEET 52 FOR ADDITIONAL STORM SEWER PROFILES.
 5. SEE SHEETS 58-61 FOR INTERSECTION DETAILS.
 6. SEE SHEET 62 FOR SUPERELEVATION PLANS.
 7. BOULEVARDS AND DISTURBED AREAS ALONG TRAILS AND WALKS TO BE RESTORED WITH 6" OF COMMON TOPSOIL, FERTILIZER TYPE 3 @ 200 LBS/ACRE, AND SODDING TYPE LAWN. SEE TYPICAL SECTION SHEETS 25-29.

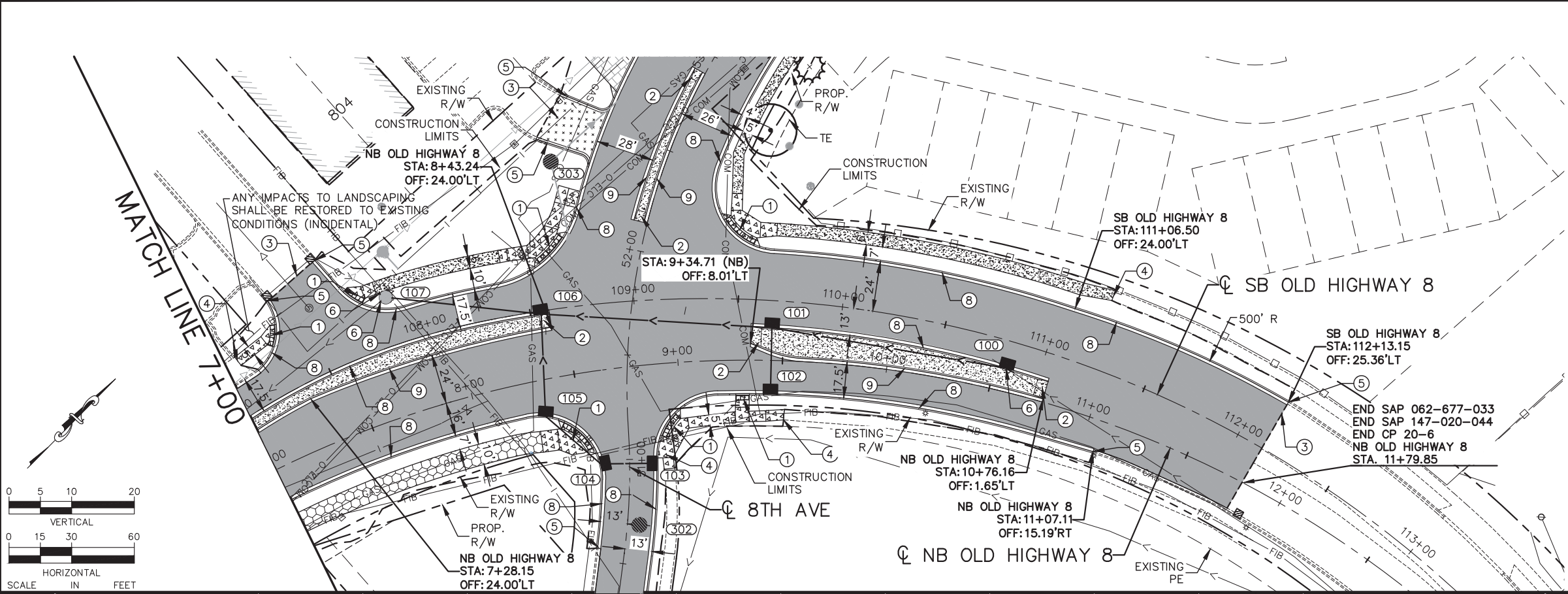
- ## LEGEND:
- | | |
|---|---|
|  | BITUMINOUS PAVEMENT
PER INSET A, SEE SHEET 25. |
|  | BITUMINOUS PAVEMENT
PER INSET B, SEE SHEET 25. |
|  | 4" CONCRETE WALK
PER INSET C, SEE SHEET 25. |
|  | 3" BITUMINOUS WALK
PER INSET D, SEE SHEET 25. |
|  | CONCRETE WALK, SEE SHEET 11. |
|  | BITUMINOUS DRIVEWAY PAVEMENT
PER RESIDENTIAL DETAIL, SEE SHEET 7. |
|  | 6" CONCRETE DRIVEWAY PAVEMENT
PER RESIDENTIAL DETAIL, SEE SHEET 7. |
|  | 8" CONCRETE DRIVEWAY PAVEMENT
PER COMMERCIAL DETAIL, SEE SHEET 7. |



- ## CONSTRUCTION NOTES:
- ① PEDESTRIAN CURB RAMP
SEE MNDOT STD. PLAN 5-297.250
 - ② CONCRETE APPROACH NOSE
SEE MNDOT STD. PLATE NO. 7113
 - ③ MATCH EXISTING PAVEMENT
 - ④ MATCH EXISTING CONCRETE SIDEWALK
 - ⑤ MATCH EXISTING CURB AND GUTTER
 - ⑥ CONNECT TO EXISTING STORM SEWER
 - ⑦ CONCRETE CURB AND GUTTER DESIGN B612
 - ⑧ CONCRETE CURB AND GUTTER DESIGN B618
 - ⑨ CONCRETE CURB AND GUTTER DESIGN B618 (TIP OUT)
 - ⑩ DECIDUOUS TREE 10' HT B&B
 - ⑪ CONIFEROUS TREE 10' HT B&B
 - ⑫ CONCRETE CURB AND GUTTER DESIGN B418

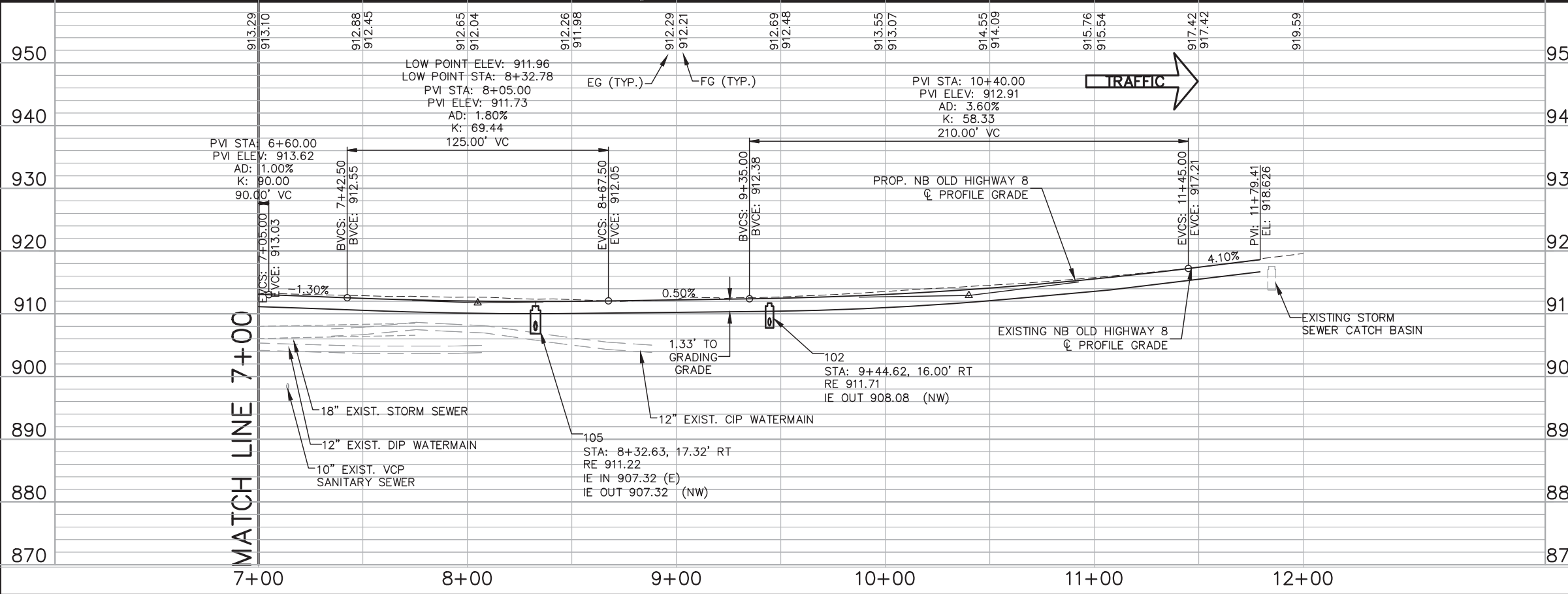
No.	Date	Revisions	App.	DRAWING NAME OLD8-PLAN PROFILE.dwg	<div><div><div>Kimley»Horn</div><div>767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114 PHONE: 651-645-4197 WWW.KIMLEY-HORN.COM</div></div></div>	<div>I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.</div> <div>KYLE T. IMHOLTE, PE</div> <div>DATE: 3/5/2021 MN LIC. NO. 56719</div>	<div><div><div><div>NEW BRIGHTON</div><div>building tomorrow today</div></div><div><div>RAMSEY COUNTY</div></div></div><div>CITY OF NEW BRIGHTON OLD HIGHWAY 8 INTERSECTION IMPROVEMENTS</div><div>NB OLD HIGHWAY 8 CONSTRUCTION PLAN & PROFILE STA. 1+23.26 TO STA. 7+00</div></div>	CITY PROJECT	20-6 & 21-4	<div><div>SHEET NO.</div><div>44</div><div>103</div></div>
				DESIGNED BY: KTI				S.A.P.	062-677-033	
				DRAWN BY: MJK				S.A.P.	147-020-044	
				CHECKED BY: KTI				S.A.P.	147-124-002	
				DATE: 3/5/2021						
				PROJECT NO. 160539007						

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- NOTES:**
1. MATCH LINE STATIONING BASED ON NB OLD HIGHWAY 8 C AND 8TH AVENUE C.
 2. ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
 3. SEE SHEET 50 FOR SB OLD HIGHWAY 8 PROFILE.
 4. SEE SHEET 52 FOR ADDITIONAL STORM SEWER PROFILES.
 5. SEE SHEETS 58-61 FOR INTERSECTION DETAILS.
 6. SEE SHEET 62 FOR SUPERELEVATION PLANS.
 7. BOULEVARDS AND DISTURBED AREAS ALONG TRAILS AND WALKS TO BE RESTORED WITH 6" OF COMMON TOPSOIL, FERTILIZER TYPE 3 @ 200 LBS/ACRE, AND SODDING TYPE LAWN. SEE TYPICAL SECTION SHEETS 25-29.

- LEGEND:**
- BITUMINOUS PAVEMENT PER INSET A, SEE SHEET 25.
 - BITUMINOUS PAVEMENT PER INSET B, SEE SHEET 25.
 - 4" CONCRETE WALK PER INSET C, SEE SHEET 25.
 - 3" BITUMINOUS WALK PER INSET D, SEE SHEET 25.
 - CONCRETE WALK, SEE SHEET 11.
 - BITUMINOUS DRIVEWAY PAVEMENT PER RESIDENTIAL DETAIL, SEE SHEET 7.
 - 6" CONCRETE DRIVEWAY PAVEMENT PER RESIDENTIAL DETAIL, SEE SHEET 7.
 - 8" CONCRETE DRIVEWAY PAVEMENT PER COMMERCIAL DETAIL, SEE SHEET 7.



- CONSTRUCTION NOTES:**
1. PEDESTRIAN CURB RAMP SEE MNDOT STD. PLAN 5-297.250
 2. CONCRETE APPROACH NOSE SEE MNDOT STD. PLATE NO. 7113
 3. MATCH EXISTING PAVEMENT
 4. MATCH EXISTING CONCRETE SIDEWALK
 5. MATCH EXISTING CURB AND GUTTER
 6. CONNECT TO EXISTING STORM SEWER
 7. CONCRETE CURB AND GUTTER DESIGN B612
 8. CONCRETE CURB AND GUTTER DESIGN B618
 9. CONCRETE CURB AND GUTTER DESIGN B618 (TIP OUT)
 10. DECIDUOUS TREE 10' HT B&B
 11. CONIFEROUS TREE 10' HT B&B
 12. CONCRETE CURB AND GUTTER DESIGN B418

No.	Date	Revisions	App.

90% PLAN SUBMITTAL

Kimley»Horn

767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

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KYLE T. IMHOLTE, PE
DATE: 3/5/2021 MN LIC. NO. 56719

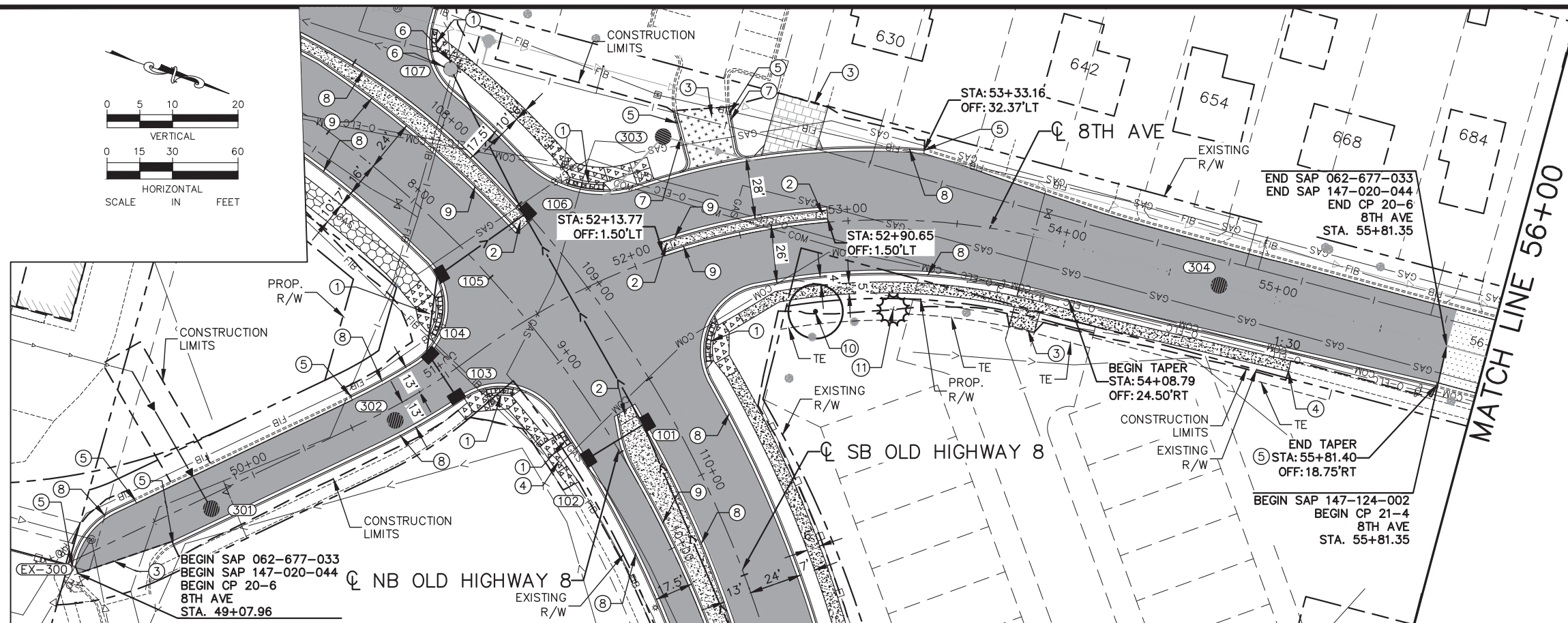
NEW BRIGHTON
Building tomorrow today

RAMSEY COUNTY

CITY OF NEW BRIGHTON
OLD HIGHWAY 8 INTERSECTION IMPROVEMENTS

NB OLD HIGHWAY 8
CONSTRUCTION PLAN & PROFILE
STA. 7+00 TO STA. 11+79.85

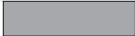
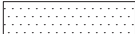



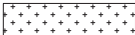
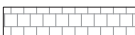

CITY PROJECT	20-6 & 21-4	SHEET NO.
S.A.P.	062-677-033	45
S.A.P.	147-020-044	
S.A.P.	147-124-002	103



NOTES:

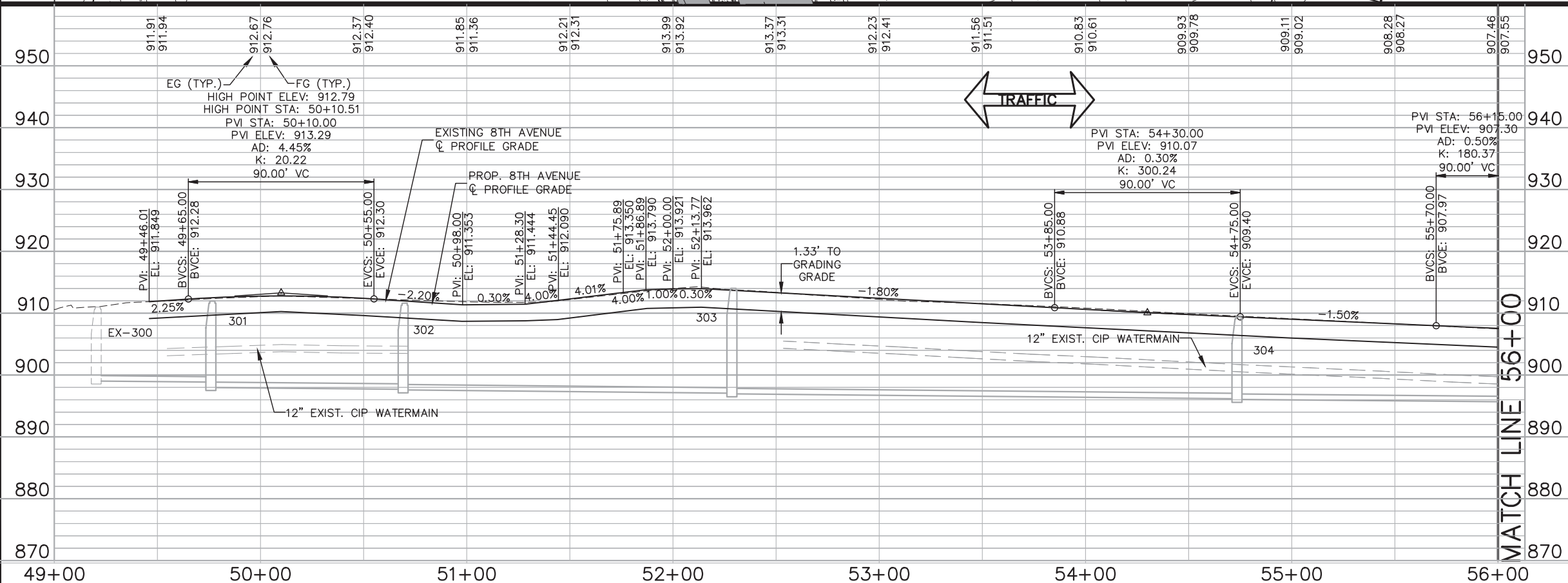
1. MATCH LINE STATIONING BASED ON NB OLD HIGHWAY 8 @ 8TH AVENUE @.
2. ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
3. SEE SHEET 50 FOR SB OLD HIGHWAY 8 PROFILE.
4. SEE SHEET 52 FOR ADDITIONAL STORM SEWER PROFILES.
5. SEE SHEETS 58-61 FOR INTERSECTION DETAILS.
6. SEE SHEET 62 FOR SUPERELEVATION PLANS.
7. BOULEVARDS AND DISTURBED AREAS ALONG TRAILS AND WALKS TO BE RESTORED WITH 6" OF COMMON TOPSOIL, FERTILIZER TYPE 3 @ 200 LBS/ACRE, AND SODDING TYPE LAWN. SEE TYPICAL SECTION SHEETS 25-29.

LEGEND:

- | | |
|---|---|
|  | BITUMINOUS PAVEMENT
PER INSET A, SEE SHEET 25. |
|  | BITUMINOUS PAVEMENT
PER INSET B, SEE SHEET 25. |
|  | 4" CONCRETE WALK
PER INSET C, SEE SHEET 25. |
|  | 3" BITUMINOUS WALK
PER INSET D, SEE SHEET 25. |
|  | CONCRETE WALK, SEE SHEET 11. |
|  | BITUMINOUS DRIVEWAY PAVEMENT
PER RESIDENTIAL DETAIL, SEE SHEET 7. |
|  | 6" CONCRETE DRIVEWAY PAVEMENT
PER RESIDENTIAL DETAIL, SEE SHEET 7. |
|  | 8" CONCRETE DRIVEWAY PAVEMENT
PER COMMERCIAL DETAIL, SEE SHEET 7. |

CONSTRUCTION NOTES:

- ① PEDESTRIAN CURB RAMP
SEE MNDOT STD. PLAN 5--297.250
- ② CONCRETE APPROACH NOSE
SEE MNDOT STD. PLATE NO. 7113
- ③ MATCH EXISTING PAVEMENT
- ④ MATCH EXISTING CONCRETE SIDEWALK
- ⑤ MATCH EXISTING CURB AND GUTTER
- ⑥ CONNECT TO EXISTING STORM SEWER
- ⑦ CONCRETE CURB AND GUTTER DESIGN B612
- ⑧ CONCRETE CURB AND GUTTER DESIGN B618
- ⑨ CONCRETE CURB AND GUTTER DESIGN B618 (TIP OUT)
- ⑩ DECIDUOUS TREE 10' HT B&B
- ⑪ CONIFEROUS TREE 10' HT B&B
- ⑫ CONCRETE CURB AND GUTTER DESIGN B418



No.	Date	Revisions	App.	DRAWING NAME
				OLD8-PLAN PROFILE.dwg
				DESIGNED BY: KT
				DRAWN BY: MJK
				CHECKED BY: KT
				DATE: 3/5/202
				PROJECT NO. 160539007

Kimley»»Horn

767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

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KYLE T. IMHOLTE, PE

DATE: 3/5/2021 MN LIC NO 56719

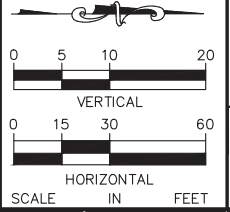
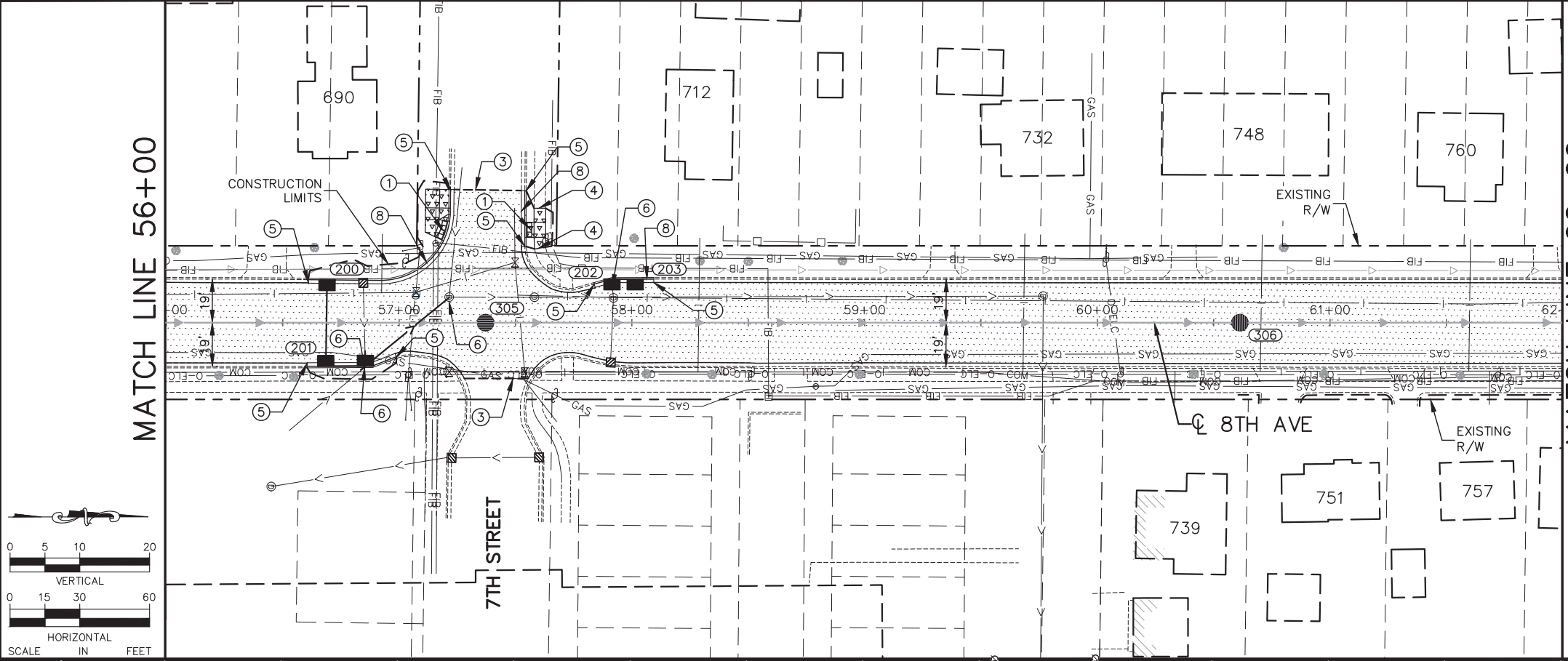


CITY OF NEW BRIGHTON
OLD HIGHWAY 8 INTERSECTION
IMPROVEMENTS

8TH AVENUE
CONSTRUCTION PLAN & PROFILE
STA. 49+07.96 TO STA. 56+00

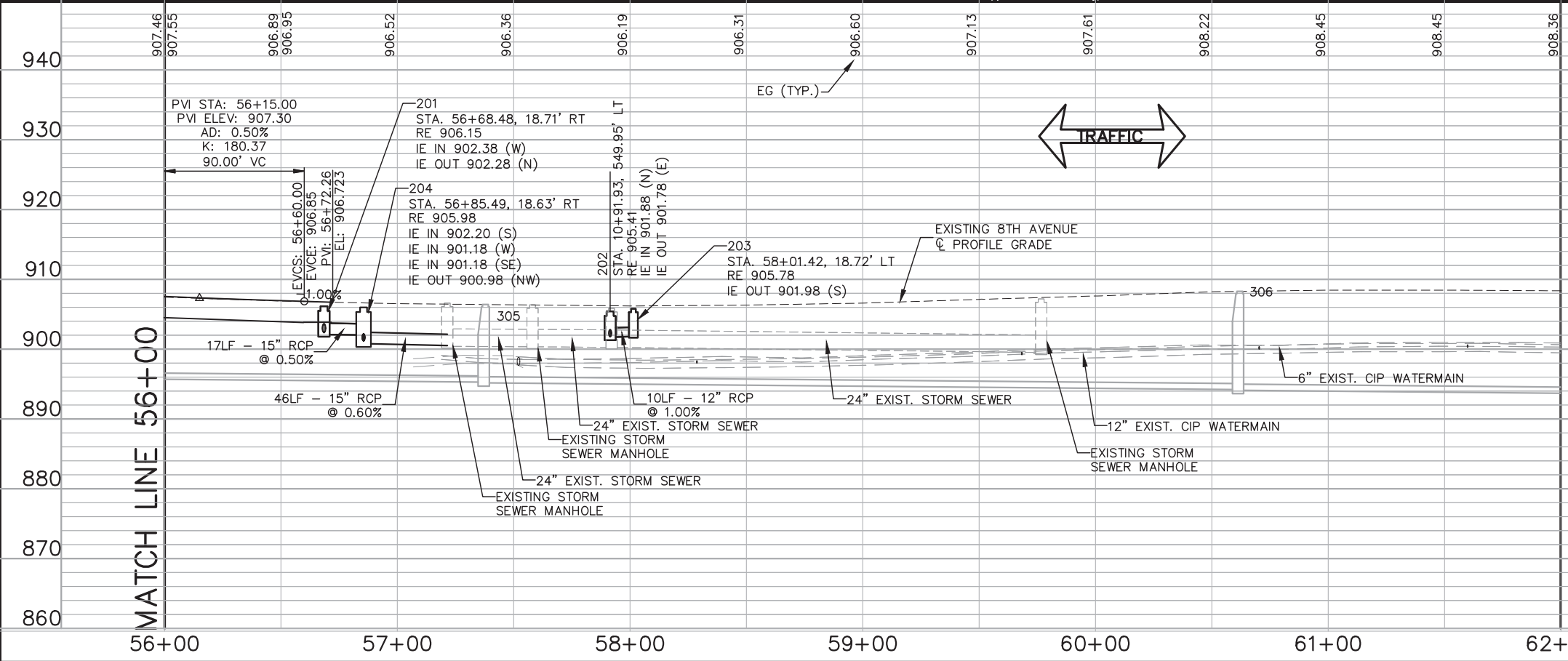
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S.A.P.	062-677-033	
S.A.P.	147-020-044	
S.A.P.	147-124-002	

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- NOTES:**
1. MATCH LINE STATIONING BASED ON NB OLD HIGHWAY 8 C/L AND 8TH AVENUE C/L.
 2. ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
 3. SEE SHEET 50 FOR SB OLD HIGHWAY 8 PROFILE.
 4. SEE SHEET 52 FOR ADDITIONAL STORM SEWER PROFILES.
 5. SEE SHEETS 58-61 FOR INTERSECTION DETAILS.
 6. SEE SHEET 62 FOR SUPERELEVATION PLANS.
 7. BOULEVARDS AND DISTURBED AREAS ALONG TRAILS AND WALKS TO BE RESTORED WITH 6" OF COMMON TOPSOIL, FERTILIZER TYPE 3 @ 200 LBS/ACRE, AND SODDING TYPE LAWN. SEE TYPICAL SECTION SHEETS 25-29.

- LEGEND:**
- [Pattern] BITUMINOUS PAVEMENT PER INSET A, SEE SHEET 25.
 - [Pattern] BITUMINOUS PAVEMENT PER INSET B, SEE SHEET 25.
 - [Pattern] 4" CONCRETE WALK PER INSET C, SEE SHEET 25.
 - [Pattern] 3" BITUMINOUS WALK PER INSET D, SEE SHEET 25.
 - [Pattern] CONCRETE WALK, SEE SHEET 11.
 - [Pattern] BITUMINOUS DRIVEWAY PAVEMENT PER RESIDENTIAL DETAIL, SEE SHEET 7.
 - [Pattern] 6" CONCRETE DRIVEWAY PAVEMENT PER RESIDENTIAL DETAIL, SEE SHEET 7.
 - [Pattern] 8" CONCRETE DRIVEWAY PAVEMENT PER COMMERCIAL DETAIL, SEE SHEET 7.



- CONSTRUCTION NOTES:**
- ① PEDESTRIAN CURB RAMP SEE MNDOT STD. PLAN 5-297.250
 - ② CONCRETE APPROACH NOSE SEE MNDOT STD. PLATE NO. 7113
 - ③ MATCH EXISTING PAVEMENT
 - ④ MATCH EXISTING CONCRETE SIDEWALK
 - ⑤ MATCH EXISTING CURB AND GUTTER
 - ⑥ CONNECT TO EXISTING STORM SEWER
 - ⑦ CONCRETE CURB AND GUTTER DESIGN B612
 - ⑧ CONCRETE CURB AND GUTTER DESIGN B618
 - ⑨ CONCRETE CURB AND GUTTER DESIGN B618 (TIP OUT)
 - ⑩ DECIDUOUS TREE 10' HT B&B
 - ⑪ CONIFEROUS TREE 10' HT B&B
 - ⑫ CONCRETE CURB AND GUTTER DESIGN B418

No.	Date	Revisions	App.

90% PLAN SUBMITTAL

Kimley»Horn

767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

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KYLE T. IMHOLTE, PE
DATE: 3/5/2021 MN LIC. NO. 56719

NEW BRIGHTON
Building tomorrow today

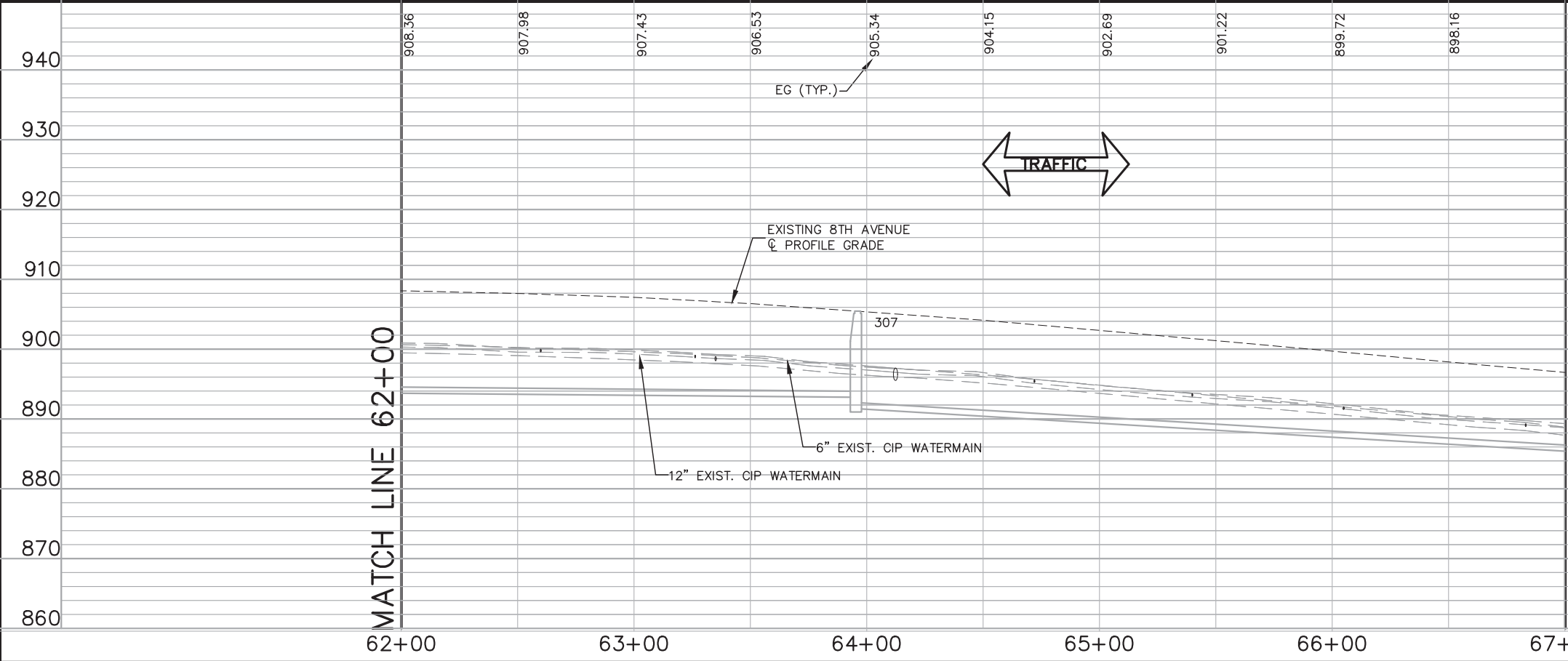
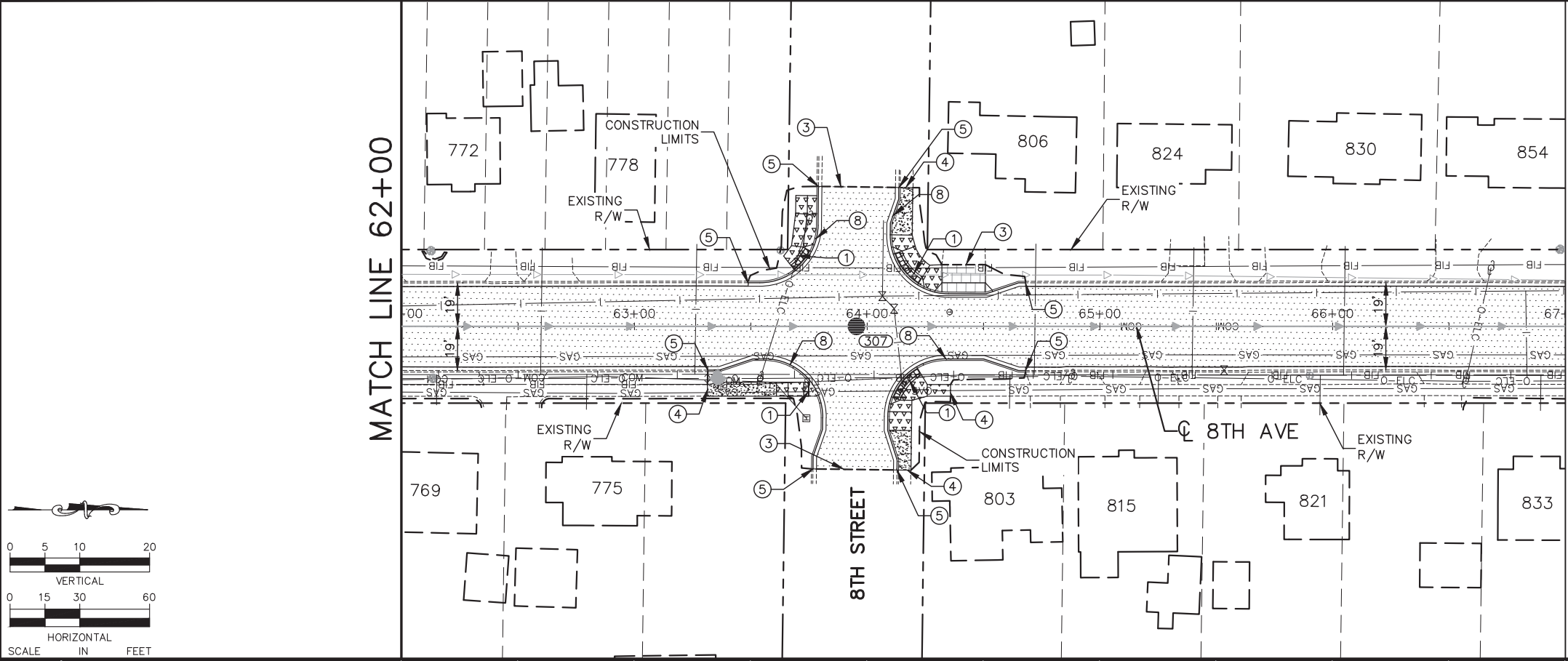
RAMSEY COUNTY

CITY OF NEW BRIGHTON
OLD HIGHWAY 8 INTERSECTION IMPROVEMENTS

8TH AVENUE
CONSTRUCTION PLAN & PROFILE
STA. 56+00 TO STA. 62+00

CITY PROJECT	20-6 & 21-4	SHEET NO.
S.A.P.	062-677-033	47
S.A.P.	147-020-044	
S.A.P.	147-124-002	103

K:\TWC_Civil\City\NEW_BRIGHTON\OLD_Hwy_8_STUDY\CAD\Plan_Sheets\OLD8-PLAN_PROFILE.dwg March 05, 2021 - 8:19am



- NOTES:**
1. MATCH LINE STATIONING BASED ON NB OLD HIGHWAY 8 CL AND 8TH AVENUE CL.
 2. ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
 3. SEE SHEET 50 FOR SB OLD HIGHWAY 8 PROFILE.
 4. SEE SHEET 52 FOR ADDITIONAL STORM SEWER PROFILES.
 5. SEE SHEETS 58-61 FOR INTERSECTION DETAILS.
 6. SEE SHEET 62 FOR SUPERELEVATION PLANS.
 7. BOULEVARDS AND DISTURBED AREAS ALONG TRAILS AND WALKS TO BE RESTORED WITH 6" OF COMMON TOPSOIL, FERTILIZER TYPE 3 @ 200 LBS/ACRE, AND SODDING TYPE LAWN. SEE TYPICAL SECTION SHEETS 25-29.

- LEGEND:**
- [Pattern] BITUMINOUS PAVEMENT PER INSET A, SEE SHEET 25.
 - [Pattern] BITUMINOUS PAVEMENT PER INSET B, SEE SHEET 25.
 - [Pattern] 4" CONCRETE WALK PER INSET C, SEE SHEET 25.
 - [Pattern] 3" BITUMINOUS WALK PER INSET D, SEE SHEET 25.
 - [Pattern] CONCRETE WALK, SEE SHEET 11.
 - [Pattern] BITUMINOUS DRIVEWAY PAVEMENT PER RESIDENTIAL DETAIL, SEE SHEET 7.
 - [Pattern] 6" CONCRETE DRIVEWAY PAVEMENT PER RESIDENTIAL DETAIL, SEE SHEET 7.
 - [Pattern] 8" CONCRETE DRIVEWAY PAVEMENT PER COMMERCIAL DETAIL, SEE SHEET 7.

- CONSTRUCTION NOTES:**
- ① PEDESTRIAN CURB RAMP SEE MNDOT STD. PLAN 5-297.250
 - ② CONCRETE APPROACH NOSE SEE MNDOT STD. PLATE NO. 7113
 - ③ MATCH EXISTING PAVEMENT
 - ④ MATCH EXISTING CONCRETE SIDEWALK
 - ⑤ MATCH EXISTING CURB AND GUTTER
 - ⑥ CONNECT TO EXISTING STORM SEWER
 - ⑦ CONCRETE CURB AND GUTTER DESIGN B612
 - ⑧ CONCRETE CURB AND GUTTER DESIGN B618
 - ⑨ CONCRETE CURB AND GUTTER DESIGN B618 (TIP OUT)
 - ⑩ DECIDUOUS TREE 10' HT B&B
 - ⑪ CONIFEROUS TREE 10' HT B&B
 - ⑫ CONCRETE CURB AND GUTTER DESIGN B418

No.	Date	Revisions	App.

90% PLAN SUBMITTAL

Kimley»Horn

767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

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.

KYLE T. IMHOLTE, PE
DATE: 3/5/2021 MN LIC. NO. 56719

NEW BRIGHTON
Building tomorrow today

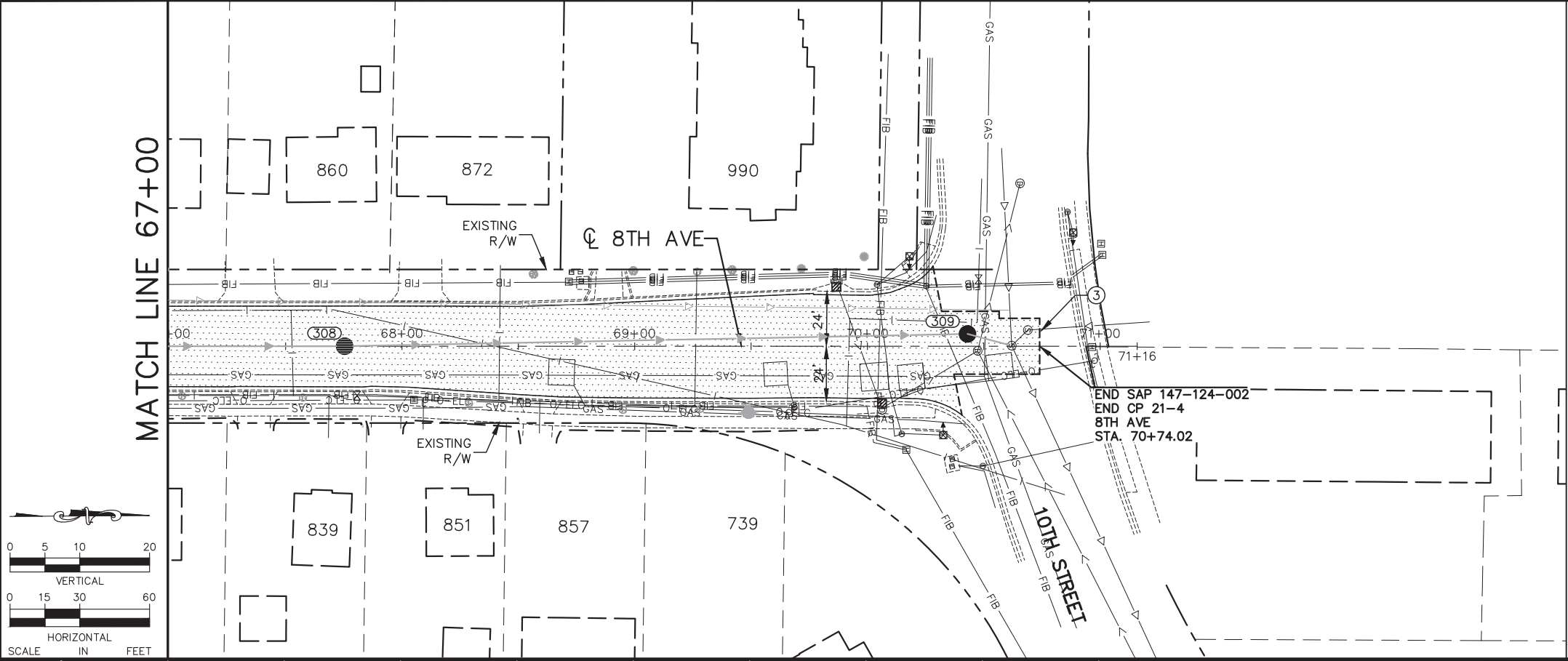
RAMSEY COUNTY

CITY OF NEW BRIGHTON
OLD HIGHWAY 8 INTERSECTION IMPROVEMENTS

8TH AVENUE
CONSTRUCTION PLAN & PROFILE
STA. 62+00 TO STA. 67+00

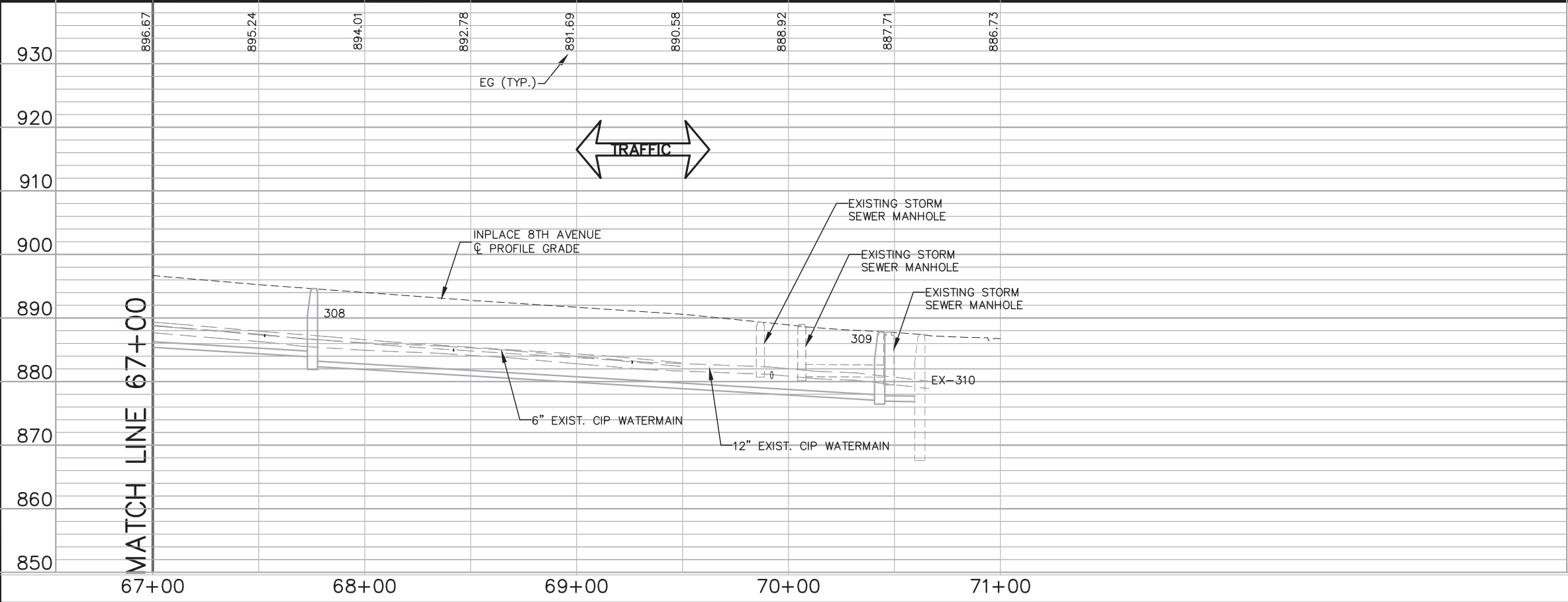
CITY PROJECT	20-6 & 21-4	SHEET NO.
S.A.P.	062-677-033	48
S.A.P.	147-020-044	
S.A.P.	147-124-002	103

K:\TWC_Civil\City\NEW_BRIGHTON\OLD_Hwy_8_STUDY\CAD\Plan_Sheets\OLD8-PLAN_PROFILE.dwg, March 05, 2021 - 8:19am



- NOTES:**
1. MATCH LINE STATIONING BASED ON NB OLD HIGHWAY 8 C/L AND 8TH AVENUE C/L.
 2. ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
 3. SEE SHEET 50 FOR SB OLD HIGHWAY 8 PROFILE.
 4. SEE SHEET 52 FOR ADDITIONAL STORM SEWER PROFILES.
 5. SEE SHEETS 58-61 FOR INTERSECTION DETAILS.
 6. SEE SHEET 62 FOR SUPERELEVATION PLANS.
 7. BOULEVARDS AND DISTURBED AREAS ALONG TRAILS AND WALKS TO BE RESTORED WITH 6" OF COMMON TOPSOIL, FERTILIZER TYPE 3 @ 200 LBS/ACRE, AND SODDING TYPE LAWN. SEE TYPICAL SECTION SHEETS 25-29.

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No.	Date	Revisions	App.
90% PLAN SUBMITTAL			

DRAWING NAME
OLD8-PLAN PROFILE.dwg

DESIGNED BY: KTI

DRAWN BY: MJK

CHECKED BY: KTI

DATE: 3/5/2021

PROJECT NO. 160539007

Kimley»Horn

767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

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.

KYLE T. IMHOLTE, PE
DATE: 3/5/2021 MN LIC. NO. 56719



CITY OF NEW BRIGHTON
OLD HIGHWAY 8 INTERSECTION IMPROVEMENTS

8TH AVENUE
CONSTRUCTION PLAN & PROFILE
STA. 67+00 TO STA. 70+74.02

CITY PROJECT	20-6 & 21-4	SHEET NO. 49 103
S.A.P.	062-677-033	
S.A.P.	147-020-044	
S.A.P.	147-124-002	

Point #	Elevation	Northing	Easting	Description
236	912.30	197920.76	548018.83	LANDING
240	914.30	197975.50	547938.38	FL, CURB HT=0"
241	914.50	197978.00	547957.02	FL, CURB HT=0"
242	914.63	197981.61	547955.30	LANDING
243	914.65	197982.89	547956.21	LANDING
244	914.70	197987.91	547951.00	LANDING
245	914.50	197985.01	547940.81	LANDING
246	914.45	197981.23	547937.27	LANDING
247	914.42	197979.44	547939.09	LANDING
260	913.85	197895.54	547896.22	FL, CURB HT=0"
261	913.70	197912.18	547894.28	FL, CURB HT=0"
262	913.85	197911.07	547890.43	LANDING
263	914.05	197895.73	547892.22	LANDING
264	914.20	197896.59	547885.26	LANDING
265	913.95	197909.14	547883.70	LANDING
266	914.20	197920.20	547878.45	LANDING
267	914.10	197927.06	547873.87	LANDING
268	913.95	197932.69	547882.53	LANDING
269	914.05	197926.04	547886.97	LANDING
270	914.10	197893.09	547890.44	LANDING
271	914.90	197884.98	547885.06	LANDING
272	914.95	197881.60	547883.00	LANDING
273	915.00	197884.70	547877.87	LANDING
274	914.95	197888.12	547879.95	LANDING

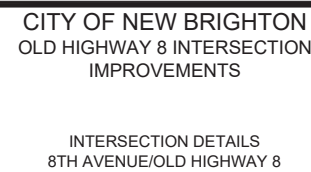
No.	Date	Revisions	App
90%		PLAN SUBMITTAL	

DRAWING NAME	
OLD8-PED_RAMP.dwg	
DESIGNED BY:	KTI
DRAWN BY:	MJK
CHECKED BY:	KTI
DATE:	3/5/2021
PROJECT NO.	160539007

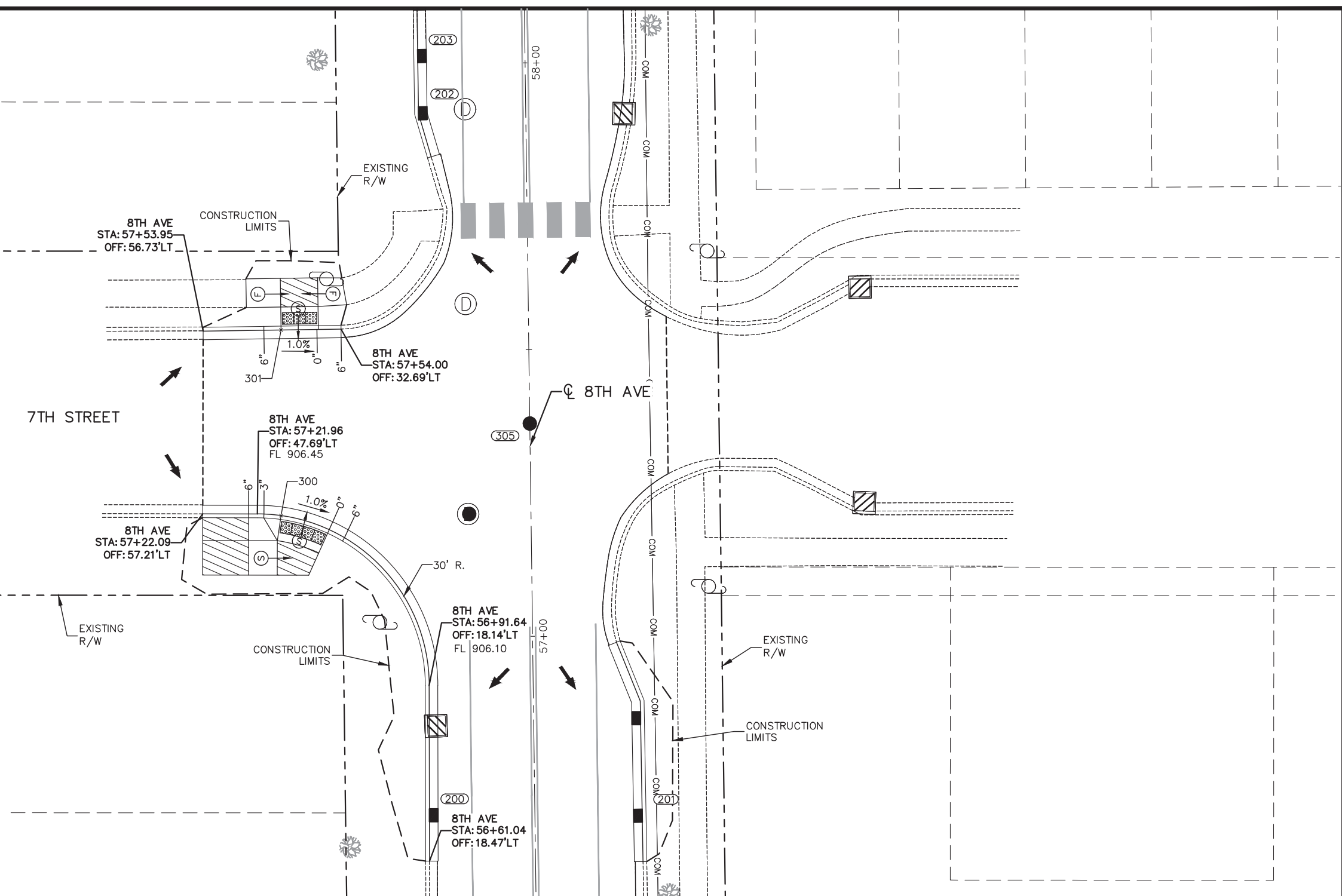
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KYLE T. IMHOLTE, PE

DATE: 3/5/2021 MN LIC. NO. 56719



CITY PROJECT	20-6 & 21-4	SHEET NO. <div style="font-size: 2em; text-align: center;">59</div> <div style="font-size: 4em; text-align: right;">103</div>
S.A.P.	062-677-033	
S.A.P.	147-020-044	
S.A.P.	147-124-002	



Point Table				
Point #	Elevation	Northing	Easting	Description
300	906.40	198442.90	547812.52	FL, CURB HT=0"
301	906.60	198475.27	547812.53	FL, CURB HT=0"

No.	Date	Revisions	App.	DRAWING NAME OLD8-PED_RAMP.dwg	
				DESIGNED BY:	KTH
				DRAWN BY:	MJK
				CHECKED BY:	KTH
				DATE:	3/5/2021
				PROJECT NO.	160539007

90% PLAN SUBMITTAL

DRAWING NAME	
OLD8-PED_RAMP.dwg	
DESIGNED BY:	KTI
DRAWN BY:	MJK
CHECKED BY:	KTI
DATE:	3/5/2021
PROJECT NO.	160539007

Kimley»»Horn
767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

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KYLE T. IMHOLTE, PE
DATE: 3/5/2021 MN LIC. NO. 56719



CITY OF NEW BRIGHTON
OLD HIGHWAY 8 INTERSECTION
IMPROVEMENTS

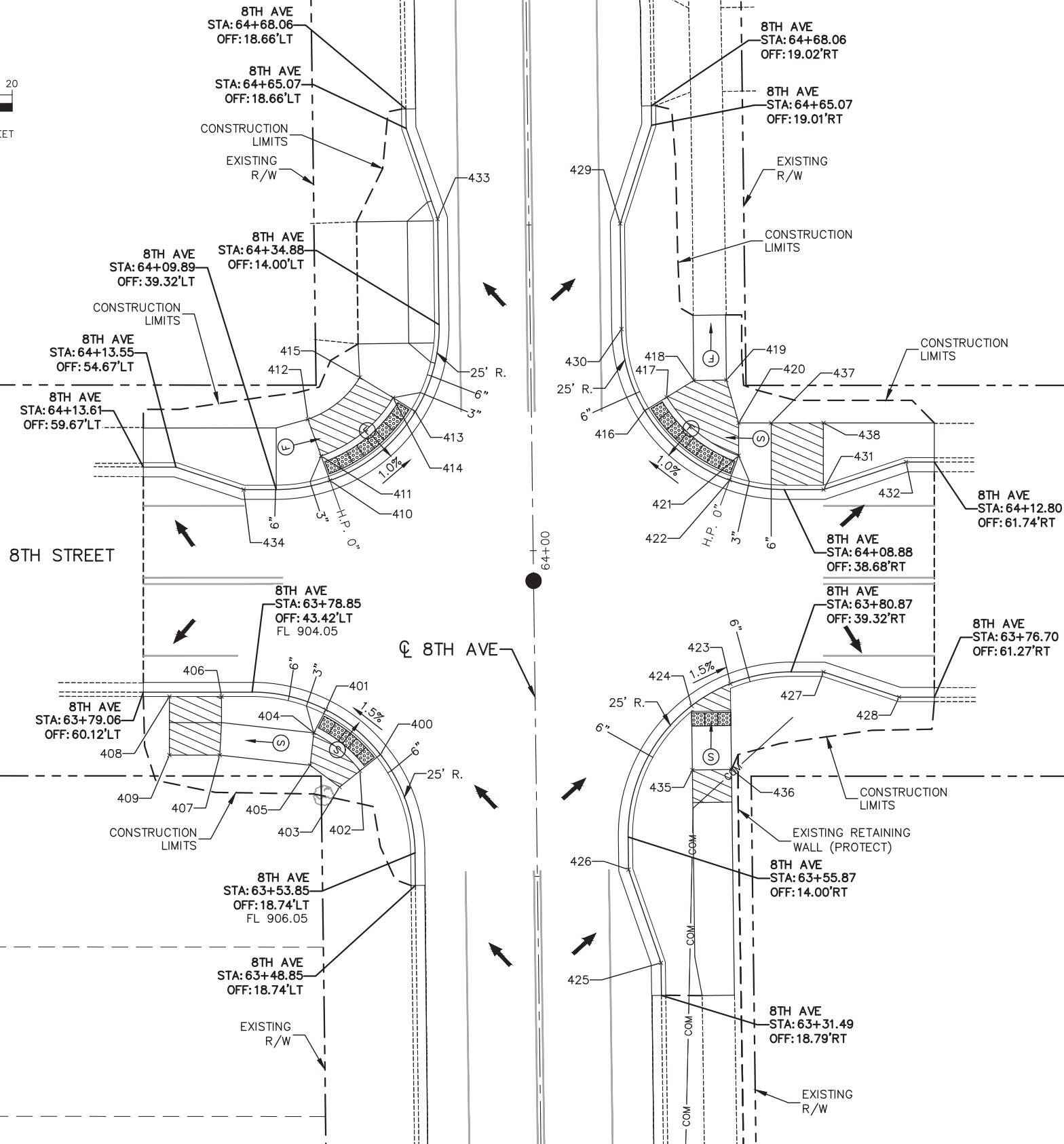
INTERSECTION DETAILS
8TH AVENUE/7TH STREET

CITY PROJECT	20-6 & 21-4
S.A.P.	062-677-033
S.A.P.	147-020-044
S.A.P.	147-124-002












SHEET NO.

60

103



Point Table				
Point #	Elevation	Northing	Easting	Description
420	904.75	199141.40	547878.81	LANDING
421	904.70	199136.38	547878.81	LANDING
422	904.60	199132.63	547877.43	FL, CURB HT=0"
423	905.55	199101.38	547877.54	FL, CURB HT=0"
424	905.65	199097.98	547871.58	FL, CURB HT=0"
425	906.40	199058.54	547866.89	FL, CURB HT=6"
426	906.15	199072.85	547861.91	FL, CURB HT=6"
427	905.15	199103.17	547891.84	FL, CURB HT=0"
428	904.90	199099.30	547903.45	FL, CURB HT=6"
429	903.70	199172.00	547860.62	FL, CURB HT=6"
430	904.10	199155.83	547860.83	FL, CURB HT=6"
431	904.40	199131.17	547891.84	FL, CURB HT=6"
432	904.15	199135.40	547904.52	FL, CURB HT=6"
433	903.75	199172.70	547832.61	FL, CURB HT=6"
434	903.90	199131.17	547802.82	FL, CURB HT=6"
435	906.25	199088.13	547871.71	LANDING
436	906.30	199088.21	547877.71	LANDING
437	905.10	199141.40	547883.81	LANDING
438	905.00	199141.40	547891.84	LANDING

LEGEND	
	INPLACE SIGNAL POLE
	PROPOSED SIGNAL POLE
	PEDESTRIAN PUSH BUTTON STATION
	PEDESTRIAN PUSH BUTTON
	TRUNCATED DOMES (SEE STANDARD PLATE 7038)
	LANDING AREA - 4' X 4' MIN. DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS
	INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%
	INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%
	DRAINAGE FLOW ARROW
	CONTROL POINTS, SEE CONTROL POINT TABLE
	CURB HEIGHT

No.	Date	Revisions	App.	DRAWING NAME OLD8-PED_RAMP.dwg
				DESIGNED BY: KT
				DRAWN BY: MJK
				CHECKED BY: KT
				DATE: 3/5/2021
				PROJECT NO. 160539002

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767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
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LAWS OF THE STATE OF MINNESOTA.

KYLE T. IMHOLTE, PE

DATE: 3/5/2021 MN LIC. NO. 56719



CITY OF NEW BRIGHTON
OLD HIGHWAY 8 INTERSECTION
IMPROVEMENTS

INTERSECTION DETAILS
8TH AVENUE/8TH STREET

CITY PROJECT	20-6 & 21-4	SHEET NO. <div style="font-size: 2em; text-align: center;">61</div> <div style="font-size: 4em; text-align: right;">103</div>
S.A.P.	062-677-033	
S.A.P.	147-020-044	
S.A.P.	147-124-002	

**AMENDMENT NUMBER 2 TO THE AGREEMENT BETWEEN THE CITY OF NEW BRIGHTON
AND KIMLEY-HORN AND ASSOCIATES, INC.**

AMENDMENT NUMBER 2 DATED MARCH 11, 2021 to the agreement between the City of New Brighton ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated August 12, 2020 ("the Agreement") concerning the Old Highway 8/8th Avenue Intersection Improvements (the "Project").

The Consultant has entered into the Agreement with the Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

CITY OF NEW BRIGHTON

By: _____

Title: _____

Date: _____

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By:  _____

Title: Sr. Vice President

Date: March 11, 2021

Exhibit A to Amendment Number 2,
dated March 11, 2021

Kimley-Horn will complete the following additional services as part of the preliminary and final design of improvements at the Old Highway 8 and 8th Avenue intersection.

Task 1 – Preparation of Preliminary Layout – No additional services.

Task 2 – Preliminary Engineering Report – No additional services.

Task 3 – Geotechnical Borings and Report – No additional services.

Task 4 – Old Highway 8 and 8th Avenue Traffic Analysis – No additional services.

Task 5 – Final Construction Plans and Specifications

As requested by City staff, the scope of the final construction documents will be expanded to include the following:

- Sanitary Sewer and Watermain – The replacement of existing fire hydrants and the installation of 10-inch sanitary sewer along 8th Avenue between Old Highway 8 and 10th Street have been added to the project requiring the preparation of additional plans and specifications and a sanitary sewer extension permit.
- Streetlighting – The installation of decorative streetlighting has been added to the project along Old Highway 8 between 5th Street and 8th Avenue requiring the preparation of additional plans and specifications.
- Bus Stops – Bus stop improvements have been added at 6 locations in the project area including plans for concrete pads and ADA improvements.

Additional services were also requested for the preparation of legal descriptions and exhibits for the acquisition of right-of-way/easements from six separate parcels in the project area.

In order to address lead time concerns associated with the signal mast arms, additional services were requested to solicit pricing from the mast arm supplier so that they could be preordered in advance of the award of the construction contract.

Task 6 – Stormwater Management and Watershed Coordination – No additional services.

Task 7 – Project Meetings and Coordination – No additional services.

Task 8 – Construction

City staff has requested that Kimley-Horn be available to provide support services during construction. These services could include shop drawing review, responding to contractor RFI's, providing design clarifications, and field visits. Since the scope of this task is not defined, a \$10,000 budget will be established to provide these services on an hourly basis when requested by City staff.

Fee and Expenses

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

Task	Current Amount	Amend No. 2 Amount	Total Revised Amount
1 Prepare Preliminary Layout	\$ 45,800	\$ 0	\$ 45,800
2 Preliminary Engineering Report	\$ 7,200	\$ 0	\$ 7,200
3 Geotechnical Borings and Report	\$ 16,500	\$ 0	\$ 16,500
4 Traffic Analysis	\$ 9,500	\$ 0	\$ 9,500
5 Final Construction Plans and Specs	\$ 96,800	\$44,500	\$141,300
<i>Sanitary Sewer and Watermain</i>	\$23,500		
<i>Streetlights</i>	\$ 9,800		
<i>Bus Stops</i>	\$ 3,600		
<i>Legal Descriptions and Exhibits</i>	\$ 6,000		
<i>Signal Mast Arm Preorder</i>	\$ 1,600		
6 Stormwater Management and Watershed Coordin.	\$ 9,600	\$ 0	\$ 9,600
7 Project Meetings and Coordination	\$ 8,400	\$ 0	\$ 8,400
8 Construction	\$ 0	\$10,000	\$ 10,000
Expenses	\$ 9,400	\$ 2,400	\$ 11,800
Total Estimated Fees and Expenses	\$203,200	\$56,900	\$260,100

Our total revised estimated not-to-exceed cost for the project including the additional services included in this Amendment is, therefore, \$260,100 including all labor and reimbursable expenses.

A majority of these additional costs are related to City improvements. A breakdown of the additional fees and expenses is as follows:

City Improvements (Sanitary Sewer, Watermain, Streetlighting)	\$ 38,900
Old Highway 8 and 8 th Avenue Intersection	\$ 8,000
Construction	\$ 10,000
Total Estimated Fees and Expenses	\$ 56,900

Schedule

The following is a summary of the updated project schedule.

Preliminary Layout and Engineering Report Complete	December 2020
Final Design	December 2020 – March 2021
Bidding	April 2021
Construction	June – October 2021



Department of Community Assets and Development

PROJECT 20-6, TRAFFIC SIGNAL AT OLD HIGHWAY 8 AND 8TH AVENUE

March 23, 2021 Council Meeting



LEGISLATIVE HISTORY

February 11, 2020:

- City Council entered into a Cooperative Agreement with Ramsey County
- Authorization to enter Professional Service Agreement with Kimley-Horn
- Authorized preparation of plans and specifications

December 8, 2020:

- City Council authorized Amendment 1 to the Professional Service Agreement with Kimley-Horn for design services

February 23, 2021:

- City Council authorized purchase of signal equipment for Old Highway 8 and 8th Avenue

March 23, 2021:

- **Consideration of approval of project plans and specifications**
- **Approve Amendment 2 to Professional Service Agreement with Kimley-Horn**
- **Authorize advertisement for bids**



PROJECT TIMELINE

March/April 2021:

- Advertise for Bids

April/May 2021:

- Publicly open bids
- Council to accept all bids and award contract to contractor

May/June 2021

- Phase 1 Construction Begins

July 2021

- Phase 1 Construction Complete
- Phase 2 Construction Starts

October 2021

- Phase 2 Construction Complete



8th Avenue (7th Street to 10th Street)

Begin Construction – Late May/Early June 2021

Road closure and detour in place during construction

Construction to include:

- Removal and replacement of existing bituminous surface and aggregate base
- Removal and replacement of broken or settle curb and gutter
- Sanitary sewer construction
- Storm sewer improvements
- Hydrant replacement
- Installation of bump outs at 8th Street
- ADA pedestrian ramp improvements

End Construction – July 2021

PROJECT DETAILS – PHASE 2

8th Avenue (Old Highway 8 to 7th Street)
Old Highway 8 / 8th Avenue Intersection
Old Highway 8 (5th Street to 8th Avenue)

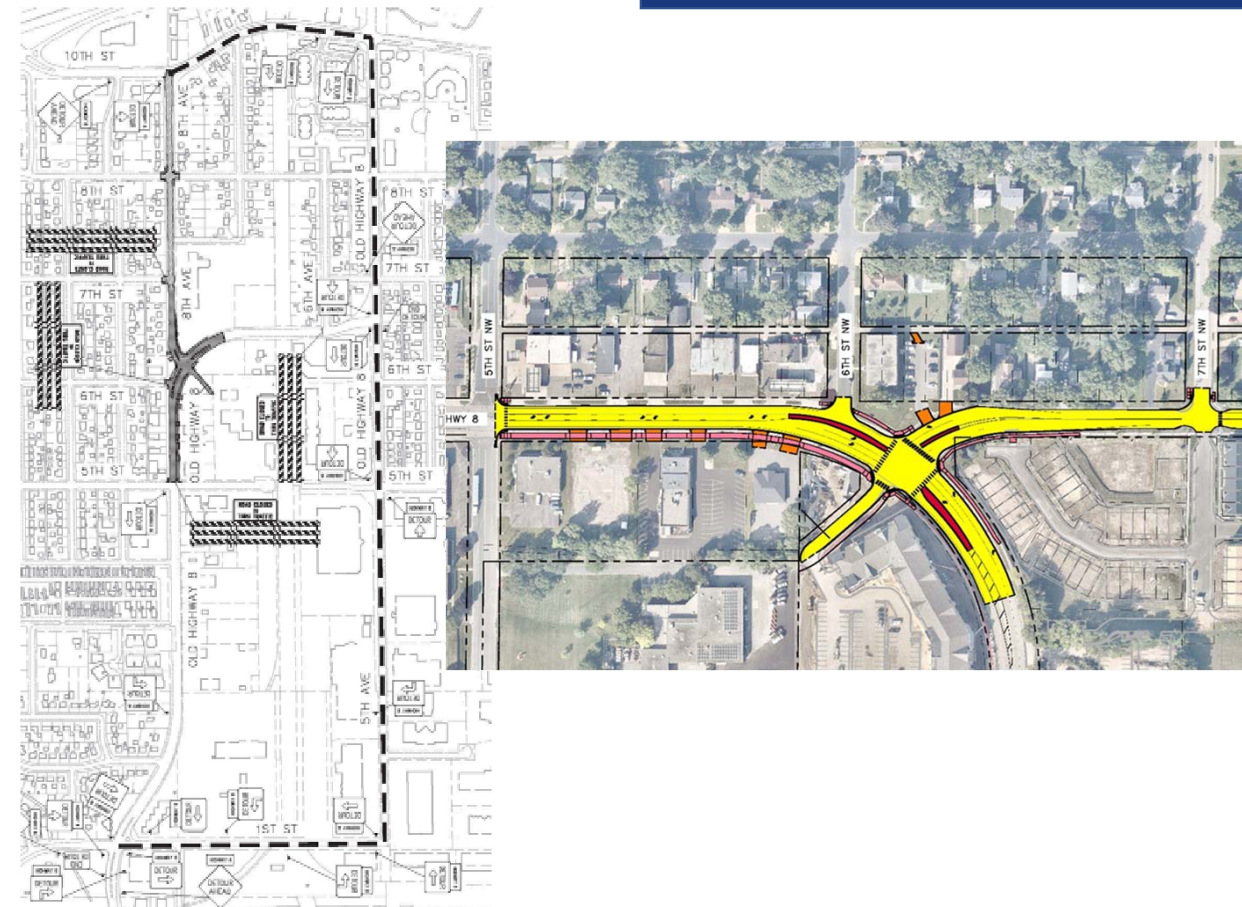
Begin Construction – July 2021

Road closure and detour in place during construction

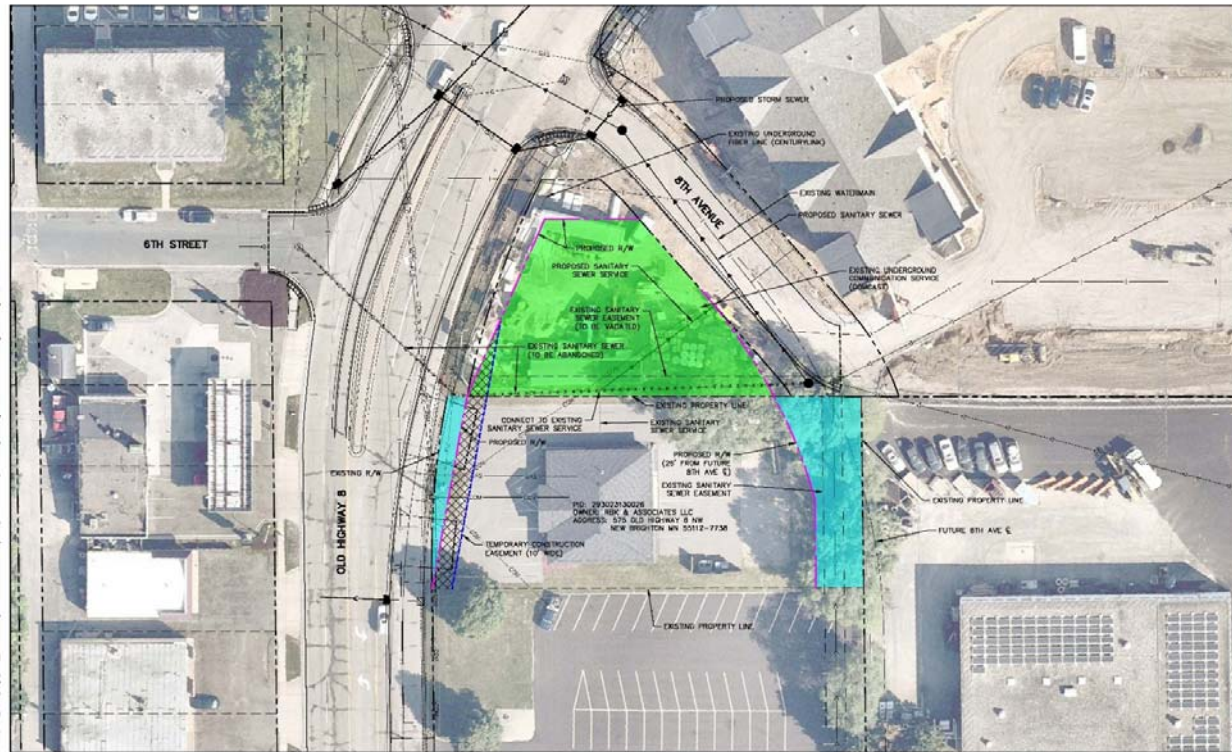
Construction to include:

- Traffic Signal installation
- Road diet – 5 lane to 3 lane conversion
- Multi-use bituminous trail along east side
- Decorative LED Lighting
- Removal and replacement of existing bituminous surface and aggregate base
- Removal and replacement of southerly curb line
- Sanitary sewer construction
- Storm sewer improvements

End Construction – October 2021



575 Old Highway 8 – Land Swap



- City to gain additional Right of Way needed for future 8th Avenue roadway extension (shown in blue)
- Becker Home Remodeling to gain additional property allowing for future expansion (shown in green)
- Sanitary sewer easement located along northerly boundary of 575 Old Highway 8 to be vacated.

LEGEND
 PERMANENT RIGHT OF WAY TO CITY
 LAND SWAP AREA TO PROPERTY OWNER
 PROPOSED RIGHT OF WAY
 PROPOSED TEMPORARY CONSTRUCTION EASEMENT

PID 203022130028
 TOTAL EXISTING AREA = 21,572 S.F.
 PERMANENT RIGHT OF WAY TO CITY = 3,545 S.F.
 LAND SWAP AREA = 8,563 S.F.

RAMSEY COUNTY
NEW BRIGHTON

Kimley»Horn
 707 CLINT STREET, SUITE 100, ST. PAUL, MN 55104
 PHONE: 651.224.1800
 WWW.KH-ENGINEERS.COM

OLD HIGHWAY 8 & 8TH AVE IMPROVEMENTS
 RIGHT OF WAY ACQUISITION EXHIBIT
 PID: 203022130028
 FEBRUARY 18, 2021

GRAPHIC SCALE IN FEET
 0 10 20

Construction Cost Estimates

IMPROVEMENT	ESTIMATED COSTS
Engineering Fees	\$260,100
Old Highway 8 and 8 th Avenue Intersection Improvements	\$1,222,000
Old Highway 8 (south of intersection)	\$382,000
8 th Avenue Improvements	\$949,000

- City and Ramsey County to split costs related to design and construction of traffic signal
- City to pay costs associated with 8th Avenue improvements
- Ramsey County to pay costs associated with Old Highway 8 (with the exception of shared sidewalk costs and City utility improvements)

Total Estimated New Brighton Costs = \$1,632,000

Total Estimated Ramsey County Costs = \$921,000

RECOMMENDATIONS

1. To approve the plans and specifications for Public Improvement Project 20-6, Traffic Signal at Old Highway 8 and 8th Avenue
2. Approve Amendment 2 to the Professional Services Agreement with Kimley-Horn
3. Authorize Staff to Advertise for Bids



Questions?

Craig Schlichting, P.E.

651-638-2056

Craig.Schlichting@newbrightonmn.gov

