



NEW HOPE CITY COUNCIL MEETING AGENDA

April 28, 2025

7:00 PM

City Hall, 4401 Xylon Avenue North

Mayor John Elder
Council Member Kyle Coryell
Council Member Andy Hoffe
Council Member Michael Isenberg
Council Member Jonathan London

The City Council wants and encourages citizen participation at Council Meetings. Your input and opinions count and are valuable. You are encouraged to bring forth your comments and issues at the appropriate point on the agenda.

A 15-minute maximum Open Forum is held at the beginning of each Council Meeting. At this time any person may address the Council on any subject pertaining to City business not listed on this agenda or scheduled as a future agenda item. The Council requests that you limit your presentation to 3 minutes. Anyone wishing to address the City Council on a particular item should raise their hand and be recognized by the Mayor. Approach the podium and speak into the microphone by first stating your name and address. Also, please record your name on the roster at the table near the door so that your name will be spelled correctly in the minutes.

Individuals should not expect the Mayor or Council to respond to their comments tonight; Council may refer the matter to staff for handling or for consideration at a future meeting. You are welcome to contact the city clerk at 763-531-5114 after the council meeting.

Council Meeting Broadcasts and Streaming

Watch New Hope City Council meetings live or on-demand at nhlive.ccxmedia.org or via the CCX Media+app. Meetings are also broadcast live and rebroadcast on Comcast Cable Channel 16.

www.newhopemn.gov



New Hope Values and Vision

City Mission

Strong local government that is proactive in responding to the community needs and issues by delivering quality public service to all city residents, businesses, property owners, and organizations in a prudent and efficient manner.

Values

❖ *Excellence and Quality in the Delivery of Services*

We believe that service to the public is our reason for being and strive to deliver quality services in a highly professional and cost-effective manner.

❖ *Fiscal Responsibility*

We believe that fiscal responsibility and the prudent stewardship of public funds and city assets is essential if residents are to have confidence in government.

❖ *Ethics, Integrity and Professionalism*

We believe that ethics, integrity, and professionalism are the foundation blocks of public trust and confidence and that all meaningful relationships are built on these values.

❖ *Respect for the Individual*

We believe in the uniqueness of every individual, and welcome, appreciate, and respect diversity and the differing of opinions.

❖ *Open, Honest, and Respectful Communication*

We believe that open, honest, and respectful communication is essential for an informed and involved citizenry and to foster a positive environment for those interacting with our city.

❖ *Cooperation and Teamwork*

We believe that the public is best served when all work cooperatively.

❖ *Visionary Leadership and Planning*

We believe that the very essence of leadership is to be responsive to current goals and needs, and visionary in planning for the future.

Vision

The city is a great place to grow as a family, individual, or business.

- ❖ All within our city are safe and secure.
- ❖ Essential services will be those that promote a safe and healthy environment for all residents.
- ❖ Essential services and programs will be enhanced and streamlined, and will be provided in an economical manner and with measurable results.
- ❖ The city views residents as its greatest asset and seeks their input and participation.
- ❖ The city will meet the communication needs of citizens, elected officials, and city staff.

Strategic Goals

- ❖ The city will maintain and improve its infrastructure (water distribution, storm water, sewer, roads, parks, lighting, and city facilities).
- ❖ The city will use frugal spending and resourceful financial management to maintain its fiscal health.
- ❖ The city will encourage maintenance, redevelopment, and reinvestment of existing properties to improve or enhance its tax base.
- ❖ The city will provide core services with a professional staff who are equipped with the necessary tools and equipment and given necessary direction.
- ❖ The city will facilitate and improve communications to promote effective intergovernmental cooperation between staff, citizens, and Council.

*Adopted by the New Hope City Council, August 2006
Reaffirmed by the New Hope City Council, May 2024*



CITY COUNCIL MEETING
City Hall, 4401 Xylon Avenue North
Monday, April 28, 2025
7:00 PM

- 1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE – April 28, 2025**
- 2. ROLL CALL**
- 3. APPROVAL OF MINUTES**
 - Regular Meeting Minutes – April 14, 2025
- 4. OPEN FORUM**
- 5. PRESENTATIONS**
 - 5.1. Awards presentation for the 2024-2025 New Hope Snowman/Snow Sculpture Contest winners
 - 5.2. Resolution approving special event at Cooper High School, Relay for Life, on Saturday, May 17, 2025, under the supervision of District 281 personnel and parents
- 6. CONSENT BUSINESS**
 - 6.1. Approval of financial claims through April 28, 2025
 - 6.2. Resolution proclaiming May 4-10, 2025, as Shingle Creek Watershed Cleanup Week.
 - 6.3. Resolution proclaiming May 11-17, 2025, as National Police Week in the City of New Hope
 - 6.4. Resolution recognizing National Arbor Day and proclaiming the month of May 2025, as Arbor Month in the City of New Hope.
 - 6.5. Resolution approving LG214 Premises Permit Application for West Metro Fire-Rescue District Relief Association to conduct lawful gambling at Frankie's Chicago Style at 3556 Winnetka Avenue North
 - 6.6. Resolution approving renewal of the agreement with Solution Builders to provide information technology support services for the city effective May 1, 2025, to April 30, 2026
 - 6.7. Motion approving amendments to the Human Rights Commission (HRC) Mission Statement
 - 6.8. Resolution authorizing the purchase of water meters from Core & Main in the amount of \$362,812
- 7. PUBLIC HEARING**
- 8. DEVELOPMENT AND PLANNING**
- 9. PETITIONS AND REQUESTS**

10. ORDINANCES AND RESOLUTIONS

- 10.1. Resolution approving agreement with the New Hope/Crystal/Plymouth Swim Club for use of the New Hope Aquatic Park for summer practices and meets

11. UNFINISHED AND ORGANIZATIONAL BUSINESS

12. OTHER BUSINESS

- 12.1. Exchange of communication between members of the city council

13. ADJOURNMENT

City of New Hope
4401 Xylon Avenue North
New Hope, Minnesota 55428

City Council Minutes
City Hall, 4401 Xylon Avenue North

April 14, 2025
City Hall, 7:00 PM

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE – April 14, 2025

The New Hope City Council met in regular session pursuant to due call and notice thereof; Mayor Elder called the meeting to order at 7:00 PM. The City Council and all present stood for the Pledge of Allegiance.

2. ROLL CALL

Council present:	Mayor John Elder Council Member Kyle Coryell Council Member Michael Isenberg Council Member Jonathan London Council Member Andy Hoffe
Staff present:	Reece Bertholf, City Manager Ann Ackerson, City Engineer in Training Dan Boyum, City Engineer Tim Hoyt, Police Chief Rich Johnson, Director of HR/Admin. Services Andrea Phinney, City Clerk-Treas. Bernie Weber, Director of Public Works Stacy Woods, City Attorney
Also present:	Josh Kunde, Asst. Chief – Logistics Sarah Larson, Fire Chief

3. APPROVAL OF MINUTES

- March 10, 2025 - City Council Meeting Minutes
- March 17, 2025 - Work Session Meeting Minutes
- March 24, 2025 - Special Meeting Minutes
- March 24, 2025 - City Council Meeting Minutes

Motion was made by Council Member London, seconded by Council Member Coryell, **to Approve**. Voted in favor thereof: Elder, Coryell, Isenberg, London; and the following voted against the same: None; Abstained: Hoffe; Absent: None. **Motion carried.**

4. OPEN FORUM

A resident addressed the Council to express concern regarding commercial vehicles being parked in residential areas. It was noted that the topic is on the agenda for

the work session of April 21, 2025. Printed items related to the issue provided by the resident were given to the Council members after the meeting.

ROTATING VOTES: Please note that votes taken on each agenda item are called by the secretary on a rotating basis; however, the written minutes always list the mayor's name first followed by the council members' in alphabetical order.

5. PRESENTATIONS

6. CONSENT BUSINESS

Mayor Elder introduced the consent items as listed for consideration and stated that all items will be enacted by one motion unless requested that an item be removed for discussion. Mr. Reece Bertholf, city manager, reviewed the consent items.

- 6.1. Approval of business license(s)
- 6.2. Approval of financial claims through April 14, 2025
- 6.3. Resolution proclaiming April 6-12, 2025, as National Crime Victims' Rights Week in the City of New Hope
- 6.4. Resolution proclaiming the month of May 2025 as Building Safety Month in the City of New Hope
- 6.5. Resolution proclaiming May 18-24, 2025, as National Public Works Week in the city of New Hope
- 6.6. Motion authorizing reuse of cabinets, interior doors, and furniture acquired with purchase of property at 7205 62nd Avenue North (improvement project no. 1133)

Motion was made by Council Member London, seconded by Council Member Hoffe, **to Approve the Consent items.** All present voted in favor. **Motion carried.**

7. PUBLIC HEARING

8. DEVELOPMENT AND PLANNING

- 8.1. Resolution approving plans and specifications for the 2025 crack repair, seal coat and fog seal project and ordering advertisement for bids (Improvement Project No. 1122)

Ms. Ann Ackerson, city engineer in training, presented the details of the annual street maintenance project which is completed in an effort to maximize the life of the pavement of city streets. Ms. Ackerson stated this year the project area includes a total of over 21 miles of streets in the city. She noted that the project is being separated into two projects (crack repair and seal coat & fog coat) to encourage more competitive bids. The

total cost of the project is estimated to be \$746,892.97, which will be funded by the street infrastructure fund. Ms. Ackerson informed Council that the project, if approved, would be completed by September 2025.

Motion was made by Council Member London, seconded by Council Member Isenberg, **to Approve Resolution 2025-39**. Voted in favor thereof: Elder, Coryell, Hoffe, Isenberg, London; and the following voted against the same: None; Abstained: None; Absent: None. **Motion carried.**

- 8.2. Resolution approving plans and specifications and authorizing the advertisement for bids for the 2024-2025 Sanitary Sewer Lining project (Improvement Project No. 1108)

Mr. Dan Boyum, city engineer, presented to Council the plans and specifications for the proposed sanitary sewer lining project. He discussed the benefits of lining versus an open-cut replacement. Mr. Boyum shared the map showing the areas that have already been lined, and the areas slotted for future pipe lining. Mr. Boyum noted that the city has been awarding two years of lining with one project as larger projects can attract more bidders and competitive bids, and it saves on indirect costs. He also noted that the city was waiting for possible FY24 federal funding that was not received. As a result, the plan is to do the work in 2025. Mr. Boyum went over the project location map, including the proposed alternates, in case the price comes in less than what was anticipated. The total project cost is estimated at \$893,488.70 with funding coming from the sewer fund.

Discussion ensued regarding the life expectancy of the lining and the impact on residents and businesses.

Mr. Reece Bertholf, city manager, added that the city will resubmit requests for future Congressional Directed Spending items.

Motion was made by Council Member Isenberg, seconded by Council Member London, **to Approve Resolution 2025-40**. Voted in favor thereof: Elder, Coryell, Hoffe, Isenberg, London; and the following voted against the same: None; Abstained: None; Absent: None. **Motion carried.**

9. PETITIONS AND REQUESTS

10. ORDINANCES AND RESOLUTIONS

11. UNFINISHED AND ORGANIZATIONAL BUSINESS

- 11.1. Motion approving renewal of insurance premiums for general liability, property damage, employee bond and worker's compensation for the

period April 20, 2025 through April 20, 2026 through the League of Minnesota Cities Insurance Trust (LMCIT)

Mr. Rich Johnson, director of HR/Admin Services, explained the city clerk coordinates renewal of the general liability insurance, and the director of human resources and administrative services handles the workers' compensation insurance renewal. The premium for property/liability coverage is \$221,713 which is an increase of \$3,372 or 1.54% from last year. The premium for workers compensation, based on a \$5,000 deductible for work-related medical expenses, is \$284,838 which is an increase of \$11,992 or 4.4% from last year. The total cost of the insurance (property, workers compensation, liquor liability, open meeting law defense, faithful performance, and volunteer accident plan) is \$506,551 which is under the 2025 budgeted amount of \$782,148.70.

Motion was made by Council Member London, seconded by Council Member Hoffe, **to approve renewal of insurance premiums for the period April 20, 2025 to April 20, 2026.** Voted in favor thereof: Elder, Coryell, Hoffe, Isenberg, London; and the following voted against the same: None; Abstained: None; Absent: None. **Motion carried.**

- 11.2. Motion to accept statutory limitations of \$500,000 for individual claimant recovery for insurance provided by League of Minnesota Cities Insurance Trust (LMCIT)

Mr. Reece Bertholf, city manager, explained that cities with coverage through the League of Minnesota Cities Insurance Trust must indicate whether or not the city wishes to waive the monetary limits on tort liability established by M.S. 466.04. It is recommended the city follow past practice and not waive the statutory limitation which leaves the individual recovery amount at the lower amount. If the city does not waive the statutory tort limits, an individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The per occurrence limit would be limited to \$1,500,000.

Motion was made by Council Member London, seconded by Council Member Coryell, **to accept statutory limitations provided by LMCIT.** Voted in favor thereof: John Elder, Kyle Coryell, Michael Isenberg, Jonathan London, Andy Hoffe; and the following voted against the same: None; Abstained: None; Absent: None. **Motion carried.**

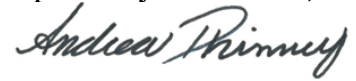
12. OTHER BUSINESS

- 12.1. Exchange of communication between members of the city council
Mayor Elder reported on upcoming events.

13. ADJOURNMENT

Motion was made by Council Member Coryell, seconded by Council Member London, **to adjourn the meeting, as there was no further business to come before the Council.** All present voted in favor. Motion carried. The New Hope City Council adjourned at 7:36 p.m.

Respectfully submitted,

A handwritten signature in cursive script, reading "Andrea Phinney".

Andrea Phinney, City Clerk



Request for Action

April 28, 2025

Approved by: Reece Bertholf, City Manager
Originating Department: Parks & Recreation
By: Susan Rader, Director of Parks &
Recreation

Agenda Section PRESENTATIONS

Item Number

5.1.

Agenda Title:

Awards presentation for the 2024-2025 New Hope Snowman/Snow Sculpture Contest winners

Requested Action:

Staff requests the City Council recognize the New Hope Snowman/Snow Sculpture Contest winners. This contest was sponsored by the Citizen Advisory Commission (CAC).

CAC Chair Wills will be in attendance to assist with the awards.

Policy/Past Practice:

Background:

The idea for a snowman-building contest was originally discussed at the October 2017 CAC meeting as part of a brainstorming session to generate ideas to bring attention to New Hope. The commissioners quickly agreed that it would be a fun contest to host and that it would encourage people to get outside to enjoy the winter. In order to give the option of creating a snowman or snow sculpture, the contest was titled the New Hope Snowman/Snow Sculpture Contest.

Similar to last year's contest, entries could be submitted through the end of March and the contest was open to New Hope individuals, families, neighborhoods and groups.

The contest was advertised in the Parks and Recreation brochure, *In Touch*, the city website, the city electronic sign boards, and through social media. Participants were asked to submit a photo with their name, address and a title for the creation via email.

Following the March 31 deadline, 11 entries were forwarded to the commissioners for voting. Last year, a total of 12 entries were received.

The contest winners are given the choice of a cash prize or certificate towards a parks and recreation program.

Attachments:

1. Snowman Snow Sculpture Contest PowerPoint



1

Requested Action

2

- The Citizen Advisory Commission and staff are requesting that the City Council recognize the 2024-2025 New Hope Snowman/Snow Sculpture contest winners.

2

Background

3

- The New Hope Snowman/Snow Sculpture contest was first held during the winter of 2017-2018 and is sponsored by the Citizen Advisory Commission.
- The contest was open to New Hope individuals, families, neighborhoods and groups.
- Participants were asked to submit their entries via email and include their name, address and a title for their creation.
- 11 entries were received.
- Following the March 31 deadline, the commissioners voted to determine the 2024-2025 winners.

3

Bitey
McBiteFace



4

Skeleton Igloo



5

Snow Kitty



6



7



8

Snow
Bunny



9

Snow Sofa



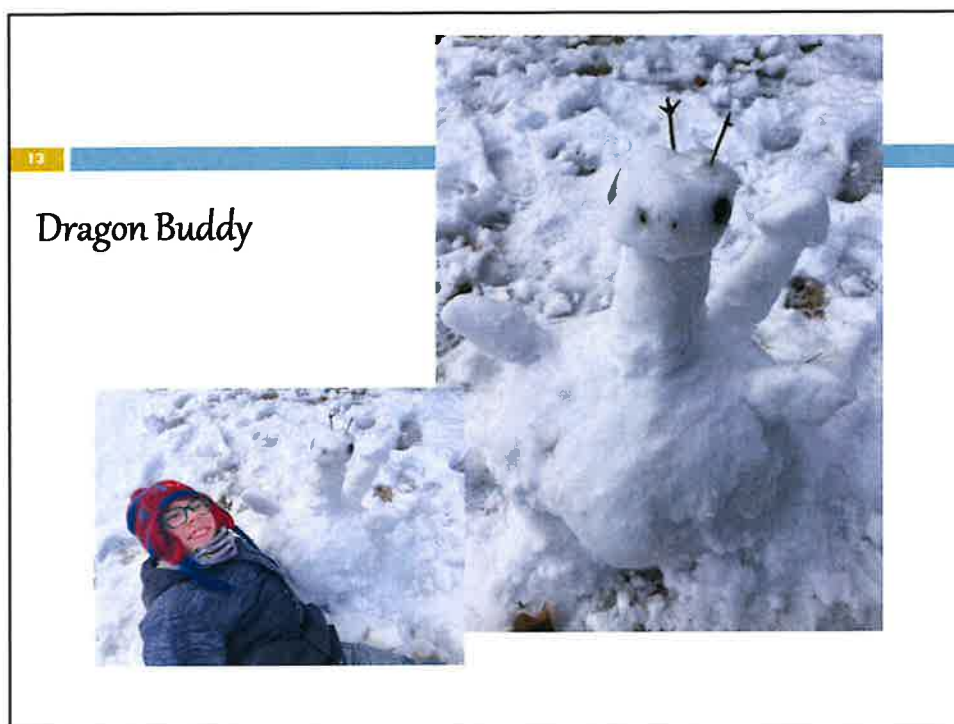
10



11



12



13



14

15

- Contest winners are given a choice of a cash prize or a certificate towards a parks and recreation program.
- 1st Place: \$70 P&R certificate or \$50 cash
- 2nd Place: \$40 P&R certificate or \$25 cash
- 3rd Place: \$20 P&R certificate or \$10 cash

Congratulations to the 2024-2025 winners....

15

Third Place

16

Happy
Hopper
by Kenna Witter



16

Second Place

17

Bitey McBiteFace
by
Leah and Micah Cone



17

First Place

18

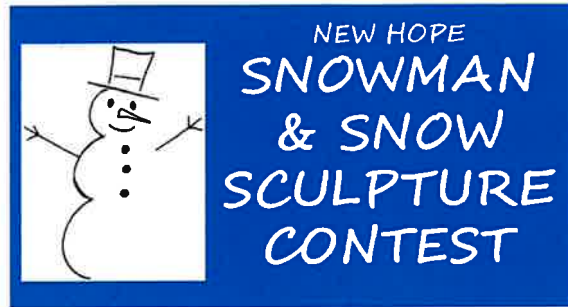
Snow Kitty
by Niko Bettaglio



18

19

- Thank you to everyone who participated in this year's contest!



19



Request for Action

April 28, 2025

Approved by: Reece Bertholf, City Manager
Originating Department: Community
Development

By: Jeff Alger, Community Development
Specialist, Jeff Sargent, Director of
Community Development

Agenda Section PRESENTATIONS

Item Number

5.2.

Agenda Title:

Resolution approving special event at Cooper High School, Relay for Life, on Saturday, May 17, 2025, under the supervision of District 281 personnel and parents

Requested Action:

Staff requests that the City Council approve a resolution authorizing a Relay for Life special event at Cooper High School from Saturday, May 17 to Sunday, May 18, 2025, under the supervision of District 281 personnel and parents.

Policy/Past Practice:

The city has approved this educational fundraising event at Cooper High School in the past.

Background:

American Cancer Society Senior Development Manager Kristen Broderdorp has requested that the city approve a request to allow for a “Relay for Life” fundraising event to be held at Cooper High School on Saturday, May 17 through Sunday, May 18, 2025. The overnight event is a fundraiser for cancer research, education, and advocacy that involves participants walking around the school track in honor or in memory of those affected by cancer. The event would begin on Saturday, May 17 at 6:00 p.m. and conclude on Sunday, May 18 at 6:00 a.m. The event would broaden the students’ education through participation in the fundraising and program at the school.

The event has been well supervised in the past and would involve no use of amplified sound after 11:00 p.m. As a result of injuries that were sustained at the event in 2010 due to poor lighting, organizers are requesting use of a minimal number of stadium lights for safety. Lighting levels will be decreased after 11:00 p.m. In addition to advisors that would be present for the event, parents would also be in attendance to help supervise.

The event qualifies as a “special event” under the amended conditional use permit for use of the athletic stadium and requires City Council authorization prior to being sanctioned.

Attachments:

1. Resolution
2. Presentation
3. Signatures from neighbors

RESOLUTION NO. 25-____

**RESOLUTION APPROVING SPECIAL EVENT AT COOPER HIGH SCHOOL,
RELAY FOR LIFE, ON SATURDAY, MAY 17, 2025,
UNDER THE SUPERVISION OF DISTRICT 281 PERSONNEL AND PARENTS**

WHEREAS, a request for a special event at Cooper High School has been received from students and advisors to conduct an overnight Relay for Life event; and

WHEREAS, the event is a special educational opportunity for area students that has been traditionally supported by the New Hope City Council; and

WHEREAS, the event will be well supervised by advisors from the school and parents of the student participants in the event.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes an overnight special event at Cooper High School on May 17, 2025, Relay for Life, the event is a broadening of the students' traditional education and the event shall be supervised by advisors and parents of the participating students.

Adopted by the City Council of the city of New Hope, Hennepin County, Minnesota this 28th day of April, 2025.

John Elder, Mayor

Attest: _____
Andrea Phinney, City Clerk



Relay For Life of Robbinsdale Area High Schools

Saturday, May 17th – Sunday, May 18th,
2025

6:00 pm to 6:00 am

Cooper High School Stadium

Supporting the
Fighters
Admiring the
Survivors
Honoring the
Taken

And Never.
Ever, giving
up

Hope



RelayForLife.org



Vision: End cancer as we know it, for everyone.

Mission: Improve the lives of people with cancer and their families through advocacy, research, and patient support, to ensure everyone has an opportunity to prevent, detect, treat, and survive cancer.

Patient
Support



Action
through
advocacy



Advancing
discovery



What is Relay For Life?

Overview

More than just a walk, the American Cancer Society Relay For Life brings together passionate supporters who embody the American Cancer Society mission to end cancer as we know it, for everyone. This volunteer-led experience unites communities to celebrate cancer survivors, remember loved ones lost to cancer, and raise funds to improve the lives of people with cancer and their families through advocacy, research, and patient support, to ensure everyone has an opportunity to prevent, detect, treat, and survive cancer.

Although each Relay For Life event embraces the uniqueness of the home community, every event does have the same four signature elements: a celebration of cancer survivors, a celebration of caregivers, a luminaria ceremony to honor and remember loved ones, and the opportunity to fight back against cancer.

Relayers **celebrate the wins** we have accomplished, **own the impact** their dollars are making, and **champion the future** for everyone.

In our community

Since 2010, Robbinsdale Area High Schools have raised \$560,516 – with more donations coming in this season. Last year, the students on Armstrong and Cooper high schools came together to form 9 teams, with 115 participants. Together, the students raised more than \$15,000

So far this year, we have 10 teams working to help the American Cancer Society’s mission to end cancer as we know it, for everyone.



Relay participants are welcomed in the opening ceremony.



The first lap of Relay honours cancer Survivors and Carers who take to the track and are acknowledged and supported by all in attendance.



With motivation levels high, teams pour onto the track & all participants walk the second lap together.



Darkness is symbolic of the fear that a patient feels when diagnosed. After sunset, we light candlebags to remember those we have lost, celebrate cancer survivors and to show those affected by cancer that they are not alone.



Team members take turns walking throughout the event to symbolise the ongoing fight against cancer.



When not walking, participants enjoy the Relay atmosphere and festivities, visiting team campsites to participate in games, activities and entertainment.



Closing Ceremonies wrap up the event, where we recognise volunteers and the community and say **THANK YOU** to everyone who makes Relay possible.

WHAT TO EXPECT AT A RELAY FOR LIFE EVENT



Students from
Armstrong High School

Students from Cooper
High School

Teachers, Staff, and
Administrators

Parent Chaperones for all
teams

Local Survivors and Caregivers,
especially for Opening at 6pm

Community Members until 11pm

**Who Can
Participate?**



Donate to one of our teams!

Light a Luminaria in honor or in memory of someone

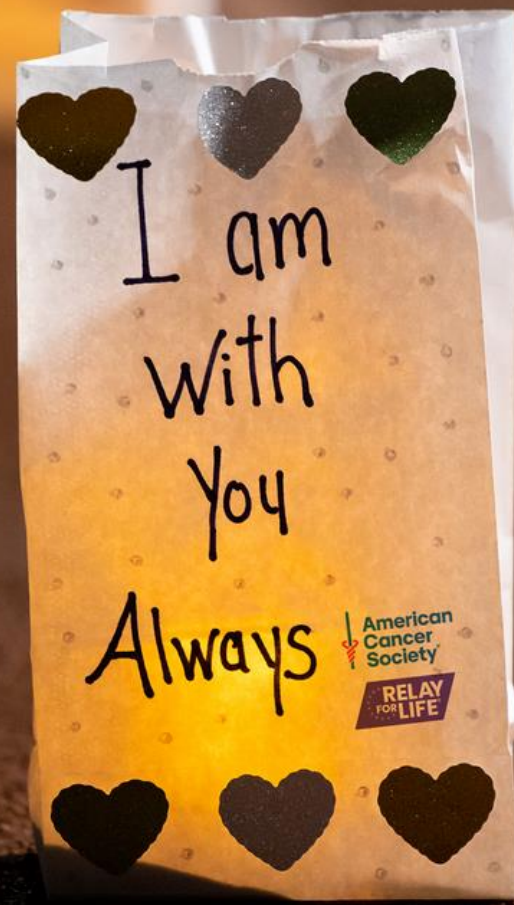
Join us at Relay for community hours

Join a team at RelayForLife.org/rdalehsmn

SURVIVORS – please let us know so we can honor you! You are the reason why we Relay every year.

How To Get Involved

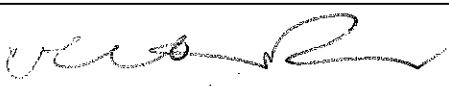
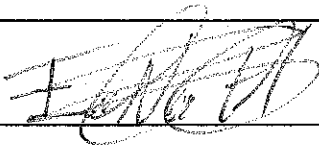
Questions?

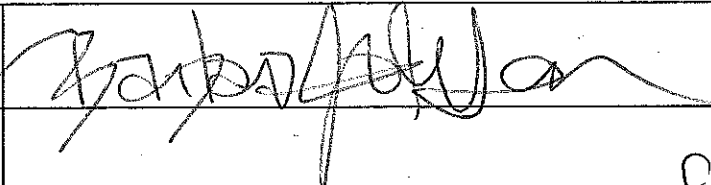
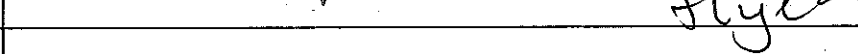
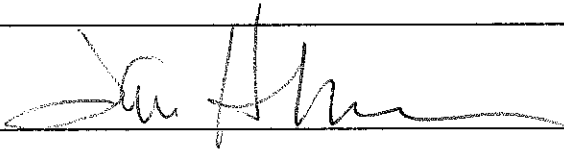


Thank You

Robbinsdale Relay for Life

April 2025

Address	No	Yes/Signature
4757 Zealand Ave N		 
4765 Zealand Ave N		 flyer
4773 Zealand Ave N		flyer
4781 Zealand Ave N		flyer
4789 Zealand Ave N		flyer
4801 Zealand Ave N		flyer
4809 Zealand Ave N		1 flyer
4817 Zealand Ave N		flyer
4825 Zealand Ave N		flyer
4833 Zealand Ave N		
4841 Zealand Ave N		flyer
4849 Zealand Ave N		flyer
8404 49th Ave N		
8400 49th Ave N		flyer
8316 49th Ave N		Tim Heath
8308 49th Ave N		Steve J. Howard

8300 49th Ave N		
8224 49th Ave N		 flyer
8216 49th Ave N		 flyer
8208 49th Ave N		 flyer
8200 49th Ave N		



Request for Action

April 28, 2025

Approved by: Reece Bertholf, City Manager
Originating Department: City Manager
By: Andrea Phinney, City Clerk-Treasurer

Agenda Section
CONSENT BUSINESS

Item Number
6.1.

Agenda Title:

Approval of financial claims through April 28, 2025

Requested Action:

Staff request that the Council review and approve the financial claims as detailed in the attached report.

Policy/Past Practice:

Pursuant to an annual resolution, the authority to make electronic funds transfers and pay claims prior to City Council approval shall be delegated to City Manager and his designee.

Background:

The Council adopts annually a resolution authorizing the City Manager and his designee to make electronic fund transfers and pay claims prior to City Council approval. Claims made since the previous council meeting are submitted by city departments and reviewed by Finance staff for accuracy and compliance before being presented to City Council for review and approval.

Attachments:

1. Check Disbursement Report
2. Check Disbursement Report - Details

CHECK DISBURSEMENT REPORT FOR CITY OF NEW HOPE

CHECK DATE 04/07/2025 - 04/18/2025

	Amount
100 General Fund	277,116.95
226 Econ Devlpmt Authority	3,231.98
227 Solid Waste Mgmt	47,729.50
402 Street Infrastructure	49,222.75
410 Public Works Facility expansio	9,294.25
601 Water	215,077.94
602 Sewer	4,991.24
604 St Light/Signal Oprtn	10,213.23
613 Golf Course	17,650.30
615 Ice Arena	52,309.43
651 Storm Water	4,632.77
701 C Garage-Operation	47,900.21
705 Information Technology	8,517.00
993 Payroll Clearing	218,788.30
996 Alliance Benefit Group	1,479.11
Report Total:	968,154.96

Council Check Summary for the meeting on April 28th, 2025

Checks 187596 - 187681 and EFT payments in the total of \$968,154.96



Treasurer



Request for Action

April 28, 2025

Approved by: Reece Bertholf, City Manager
Originating Department: Parks & Recreation
By: Shawn Markham, Contract
Manager/Forester

Agenda Section
CONSENT BUSINESS

Item Number
6.2.

Agenda Title:

Resolution proclaiming May 4-10, 2025, as Shingle Creek Watershed Cleanup Week.

Requested Action:

Staff recommends Council adopt a resolution proclaiming May 4-10, 2024, as “Shingle Creek Watershed Cleanup Week” in New Hope.

Policy/Past Practice:

Background:

The community is invited to participate in cleanup activities tentatively planned for Wednesday, May 7, 2025, at 5:00 p.m. at Meadow Lake Park in New Hope. Mr. Shawn Markham, city forester, will oversee the local activities. New Hope has recognized and has actively participated in an annual Shingle Creek Watershed cleanup event since 2008. Volunteers from the community, elected officials, and city staff will combine their efforts to clean up Meadow Lake Park and make efforts to control invasive species in the park. Efforts from past years included debris removal from Bass Creek in the northwest portion of New Hope, planting of trees and shrubs, shoreline cleanup, and litter removal.

Besides general cleanup, volunteers will help with landscaping and plantings. Volunteers are encouraged to wear gloves and boots and meet at Meadow Lake Park at 5:00 p.m. In addition to the cleanup, in honor of Arbor Day, the group will plant a tree in the park.

Attachments:

1. Resolution - Shingle Creek Cleanup 2025

City of New Hope

Resolution No. 2025-

Resolution proclaiming May 4-10, 2025, as “Shingle Creek Watershed Cleanup Week”

WHEREAS, the City of New Hope is dedicated to preserving and protecting the water resources in our watersheds; and

WHEREAS, litter and trash can be washed into our lakes, rivers, wetlands and streams, polluting the water and blocking our storm sewers and storm drains; and

WHEREAS, citizens can take an active role in protecting our water resources by picking up litter and trash and keeping our streets, parks, neighborhoods and community clean; and

WHEREAS, “Shingle Creek Watershed Cleanup Week” will take place May 4-10, 2025.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of New Hope does hereby proclaims May 4-10, 2025, to be “Shingle Creek Watershed Cleanup Week”.

BE IT FURTHER RESOLVED that the City Council hereby reaffirms its commitment to protecting and preserving our water resources and encourages residents, businesses, and institutions to use Shingle Creek Watershed Cleanup Week 2025 to help prevent water pollution and preserve our watersheds by participating in a cleanup event or by using this time to pick up trash and clean up our homes, businesses, streets, neighborhoods, and community.

Adopted by the City Council of the City of New Hope, Hennepin County, Minnesota this 28th day of April 2025.

Mayor

Attest: _____
City Clerk



Request for Action

April 28, 2025

Approved by: Reece Bertholf, City Manager
Originating Department: Police
By: Tim Hoyt, Police Chief

Agenda Section
CONSENT BUSINESS

Item Number
6.3.

Agenda Title:

Resolution proclaiming May 11-17, 2025, as National Police Week in the City of New Hope

Requested Action:

Staff recommends that the City Council approve a resolution proclaiming May 11-17, 2025, as National Police Week in the City of New Hope.

Policy/Past Practice:

The city recognizes the importance of law enforcement in maintaining a safe and secure community and understands that law enforcement officers sometimes make the ultimate sacrifice in the performance of their duties.

Background:

Police officers routinely face risks on behalf of the community. All too often, a police officer makes the ultimate sacrifice, the forfeiture of their life, in the performance of their duty to protect the community which they serve. The challenges facing law enforcement professionals grow every day. Domestic and international terrorism, unheard of only a few years ago, as well as planning for pandemics have increased the demands on the law enforcement community.

Over 800,000 sworn law enforcement officers serve in the United States. Being a professional law enforcement officer is an inherently risky occupation. On average, over the past ten years, one officer was killed every other day. More than 60,000 officers are assaulted each year resulting in 18,000 injuries.

On May 17, 1792, Deputy Sheriff Isaac Smith, New York City Sheriff's Office, became the first known law enforcement officer to die in the line of duty in our nation's history. Currently, there are 24,067 federal, state, and local law enforcement officers' names engraved on the walls of the National Law Enforcement Memorial. As of April 22, 21 officers have died in the line of duty this year. At the current rate, names are added, the Memorial Walls are expected to be filled by 2050.

The National Law Enforcement Memorial and Museum will hold ceremonies, including the 37th Annual Candlelight Vigil on May 13, to honor the fallen officers whose names have recently been added to the Memorial.

Attachments:

1. Resolution - National Police Week

City of New Hope

Resolution No. 2025 -

Resolution proclaiming May 11-17, 2025,
as National Police Week in the city of New Hope

- WHEREAS Congress and the president of the United States of America have designated the calendar week of each year during which May 15 occurs as *National Police Week* and May 15 of each year to be *Peace Officers' Memorial Day*; and
- WHEREAS the law enforcement officers of New Hope are our guardians of life, property, rights, and freedoms; defenders of an individual's right to be free; warriors in the war against crime; and dedicated to the preservation of life, liberty, and the pursuit of happiness; and
- WHEREAS it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and
- WHEREAS the men and women of the New Hope police department unceasingly provide a vital public service.

NOW, THEREFORE BE IT RESOLVED that the City Council of the city of New Hope calls upon the citizens of our community to especially honor and show their sincere appreciation for the police officers of this city by deed, remarks, and attitude. We call upon all our citizens to make every effort to express their thanks to the men and women who are willing to sacrifice their lives, if necessary, to guard our loved ones, property, and government against all who would violate the law; and

NOW, THEREFORE BE IT FURTHER RESOLVED that the City Council of the city of New Hope proclaims May 11-17, 2025, as *National Police Week* in the city of New Hope.

Adopted by the City Council of the city of New Hope, Hennepin County, Minnesota, this 28nd day of April, 2025.

Attest: _____
City Clerk

Mayor



Request for Action

April 28, 2025

Approved by: Reece Bertholf, City Manager
Originating Department: Parks & Recreation
By: Shawn Markham, Contract
Manager/Forester

Agenda Section
CONSENT BUSINESS

Item Number
6.4.

Agenda Title:

Resolution recognizing National Arbor Day and proclaiming the month of May 2025, as Arbor Month in the City of New Hope.

Requested Action:

Staff recommends Council adopt a resolution recognizing Friday, April 25th, 2025, as National Arbor Day and proclaiming May 2025 as Arbor Month in New Hope.

Policy/Past Practice:

A formal Arbor Day/Month proclamation is one of the requirements for designation as a Tree City USA by the National Arbor Day Foundation. New Hope has been designated a Tree City USA for each of the last 27 years. City staff will continue to manage the emerald ash borer populations by continuing to remove infested trees and replacing them with a variety of species on City property.

Background:

Attachments:

1. Resolution - 2025 Arbor Month Proclamation

City of New Hope

Resolution No. 2025-

Resolution recognizing National Arbor Day
and proclaiming the month of May 2025, as
Arbor Month in the City of New Hope

WHEREAS, trees are a valuable resource in the State of Minnesota as well as in the City of New Hope - purifying air and water, helping conserve soil, serving as recreational settings, providing habitat for wildlife, and enriching lives of residents in many important ways; and,

WHEREAS, pollutants, tree diseases, drought and urban development have damaged and continue to threaten trees, creating the need for concerted action to ensure the future of urban forests in this community and the state; and,

WHEREAS, each year the people of Minnesota pay special attention to the wonderful gift that trees represent and dedicate themselves to the continued health of the state's trees; and,

WHEREAS, the City will plant a tree in a New Hope park, in May 2025, in observance of Arbor Day, and is continuing an emerald ash borer tree removal/replacement program.

NOW, THEREFORE, BE IT RESOLVED that the New Hope City Council does hereby recognize April 25th, 2025, as National Arbor Day and proclaim the month of May 2025 to be Arbor Month in the City of New Hope.

Adopted by the City Council of the City of New Hope, Hennepin County, Minnesota this 28th day of April 2025.

Mayor

Attest: _____
City Clerk



Request for Action

April 28, 2025

Approved by: Reece Bertholf, City Manager
Originating Department: City Manager
By: Andrea Phinney, City Clerk-Treasurer

Agenda Section
CONSENT BUSINESS

Item Number
6.5.

Agenda Title:

Resolution approving LG214 Premises Permit Application for West Metro Fire-Rescue District Relief Association to conduct lawful gambling at Frankie's Chicago Style at 3556 Winnetka Avenue North

Requested Action:

Staff recommends that the Council approve the application permitting West Metro Fire-Rescue District Relief Association to conduct lawful gambling at Frankie's Chicago Style.

Policy/Past Practice:

The LG214 Premises Permit Application requires Council approval. After city approval, applications are submitted to the State Gambling Control Board. Ultimately, the state of Minnesota approves lawful gambling activity.

Background:

Per New Hope city code 8-26, only local nonprofit organizations which have operated for at least three years, have at least 15 active members, have a license to conduct lawful gambling from the state charitable gambling board, and comply with Minn. Stat. ch. 349 and subsections (a) through (c) of this section, shall be permitted to conduct charitable gambling within the city. For purposes of this section, "local nonprofit organizations" shall mean organizations with their principal place of business located in the city's trade area. The trade area means the area within the boundaries of the city and within the boundaries of the cities of Crystal, Plymouth, Maple Grove, Golden Valley and Brooklyn Park.

West Metro Fire-Rescue District Relief Association has conducted lawful gambling at Cinema Grill/Outtakes since 2014, and the organization has complied with city ordinances and state law. Council approved the Association's application to conduct lawful gambling at Hy-Vee Market Grille in 2023, but no activities occurred. Frankie's is permitting WMFRD Relief Association to conduct the following activities:

- Pull-Tabs (paper) with dispensing device
- Bar Bingo
- Tipboards
- Paddlewheel
- Electronic Pull-Tabs
- Electronic Linked Bingo

Because the organization currently conducts lawful gambling in the city, a background investigation was not required. The organization understands and agrees to comply with the city's ordinance relative to reporting requirements and required contributions to the city and trade area. In accordance with New Hope City Code 8-26, it is necessary for the organization to:

- Contribute 10% of the organization's net profits to the city of New Hope; the city uses the funds for recreation scholarships and summer musical productions.
- Submit a report listing lawful purpose expenditures in past calendar year, the name of the

entity to whom each check was written, and the city location of the recipient (15% to be expended in trade area)

- Submit a report prepared by an independent certified public accountant documenting compliance with City Code 8-26 as it relates to charitable gambling activities.

Attachments:

1. Resolution
2. LG214 Application and LG215 Lease
3. New Hope city code Sec. 8-26

City of New Hope

Resolution No. 2025-

Resolution approving LG214 Premises Permit Application
for West Metro Fire-Rescue District Relief Association
to conduct lawful gambling at Frankie's Chicago Style
at 3556 Winnetka Avenue North

WHEREAS, Minnesota Statutes Chapter 349 provides that organizations licensed by the Charitable Gambling Control Board must obtain authority from the Board to conduct lawful gambling at a specific location. The statute also stipulates that the application will not be approved unless the organization submits a resolution of approval by the local unit of government;

WHEREAS, West Metro Fire-Rescue District Relief Association has submitted form LG214, Premises Permit Application, to conduct lawful gambling at Frankie's Chicago Style, 3556 Winnetka Avenue North

WHEREAS, West Metro Fire-Rescue District Relief Association has submitted form LG215, Lease for Lawful Gambling Activity

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of New Hope, Minnesota, hereby approves the lawful gambling premises application to conduct lawful gambling at Frankie's Chicago Style, 3556 Winnetka Avenue North

Adopted by the City Council of the City of New Hope, Hennepin County, Minnesota, this 28th day of April, 2025.

Mayor

Attest: _____
City Clerk

LG214 Premises Permit Application**Annual Fee \$150 (NON-REFUNDABLE)****REQUIRED ATTACHMENTS TO LG214**

1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
2. \$150 annual premises permit fee, for each permit (non-refundable). Make check payable to "**State of Minnesota**."

Mail the application and required attachments to:

Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions? Call 651-539-1900 and ask for Licensing.**ORGANIZATION INFORMATION**Organization Name: West Metro Fire-Rescue District Firefighters Relief License Number: 03272Chief Executive Officer (CEO) Sam Gerlach Daytime Phone: 612-991-8884Gambling Manager: Nazib Chowdhury Daytime Phone: 310-709-8680**GAMBLING PREMISES INFORMATION**Current name of site where gambling will be conducted: Frankie's Chicago Style

List any previous names for this location:

NoneStreet address where premises is located: 3556 Winnetka Ave N
(Do not use a P.O. box number or mailing address.)

City: OR Township:	County:	Zip Code:
New Hope, MN	Hennepin	55427

Does your organization own the building where the gambling will be conducted?

☐

Yes

☒

No

If no, attach LG215 Lease for Lawful Gambling Activity.

A lease is not required if only a raffle will be conducted.

Is any other organization conducting gambling at this site?

☐

Yes

☒

No

☐

Don't know

Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played.

Has your organization previously conducted gambling at this site?

☐

Yes

☒

No

☐

Don't know

GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTABank Name: Citizens Independent Bank Bank Account Number: 1040518Bank Street Address: 3700 W Broadway City: Robbinsdale State: MN Zip Code: 55422**ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES**

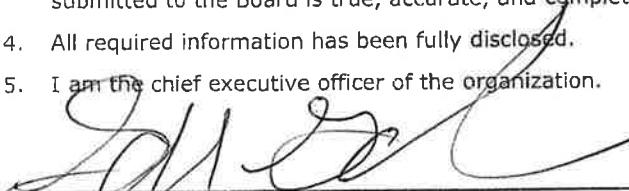
Address (Do not use a P.O. box number): City: State: Zip Code:

Extra Space Storage-3216 Winnetka Ave N New Hope MN 55427MNMN

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: <u>New Hope</u>	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
Local unit of government must sign.	TOWNSHIP NAME: _____ Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date Signed: _____

ACKNOWLEDGMENT AND OATH

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises. 2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law. 3. I have read this application and all information submitted to the Board is true, accurate, and complete. 4. All required information has been fully disclosed. 5. I am the chief executive officer of the organization. | <ol style="list-style-type: none"> 6. I assume full responsibility for the fair and lawful operation of all activities to be conducted. 7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them. 8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect. 9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license. 10. I understand the fee is non-refundable regardless of license approval/denial. |
|--|---|
- 
Signature of Chief Executive Officer (designee may not sign)

4/15/25
Date

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public

information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information;

Minnesota's Department of Public Safety, Attorney General, Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format, i.e. large print, braille, upon request.

An equal opportunity employer

LG215 Lease for Lawful Gambling Activity**LEASE INFORMATION**

Organization:	License/Site Number:	Daytime Phone:
West Metro Fire-Rescue District Firefighters Relief Association	03272	310-709-8680
Address:	City:	State: Zip:
4101 Douglas Dr N	Crystal	MN 55422
Name of Leased Premises:	Street Address:	
Frankie's Chicago Style	3556 Winnetka Ave N	
City:	State: Zip:	Daytime Phone:
New Hope	MN 55427	763-545-7767
Name of Legal Owner:	Business/Street Address:	
Winnetka Pizza Inc. (Kent Garbers)	3556 Winnetka Ave N	
City:	State: Zip:	Daytime Phone:
New Hope	MN 55427	612-229-6503
Name of Lessor (if same as legal owner, write "SAME"):	Address:	
SAME		
City:	State: Zip:	Daytime Phone:

Check applicable item:

- ☒ **New or amended lease.** Effective date: 5/1/2025. Submit changes at least ten days **before** the effective date of the change.
- ☐ **New owner.** Effective date: _____. Submit new lease **within** ten days after new lessor assumes ownership.

CHECK ALL ACTIVITY THAT WILL BE CONDUCTED (no lease required for raffles)

- | | |
|---|---|
| ☐ Pull-Tabs (paper) | ☒ Electronic Pull-Tabs |
| ☒ Pull-Tabs (paper) with dispensing device | ☒ Electronic Linked Bingo |
| ☒ Bar Bingo ☐ Bingo | Electronic games may only be conducted: |
| ☒ Tipboards | 1. at a premises licensed for the on-sale of intoxicating liquor or the on-sale of 3.2% malt beverages; or |
| ☒ Paddlewheel ☐ Paddlewheel with table | 2. at a premises where bingo is conducted as the primary business and has a seating capacity of at least 100. |

PULL-TAB, TIPBOARD, AND PADDLEWHEEL RENT (separate rent for booth and bar ops)

BOOTH OPERATION: Some or all sales of gambling equipment are conducted by an employee/volunteer of a licensed organization at the leased premises.

ALL GAMES, including electronic games: Monthly rent to be paid: ____%, not to exceed **10%** of gross profits for that month.

- Total rent paid from all organizations for only booth operations at the leased premises **may not exceed \$1,750**.
- The rent cap does not include BAR OPERATION rent for electronic games conducted by the lessor.

BAR OPERATION: All sales of gambling equipment conducted by the lessor or lessor's employee.

ELECTRONIC GAMES: Monthly rent to be paid: 15%, not to exceed **15%** of the gross profits for that month from electronic pull-tab games and electronic linked bingo games.

ALL OTHER GAMES: Monthly rent to be paid: 20%, not to exceed **20%** of gross profits from all other forms of lawful gambling.

- If any booth sales conducted by a licensed organization at the premises, rent may not exceed **10%** of gross profits for that month and is subject to booth operation **\$1,750** cap.

BINGO RENT (for leased premises where bingo is the primary business conducted, such as bingo hall)

Bingo rent is limited to one of the following:

- Rent to be paid: ____%, not to exceed **10%** of the monthly gross profit from all lawful gambling activities held during bingo occasions, excluding bar bingo.
- OR -
- Rate to be paid: \$ _____ per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor.
 - ⇒ Rent may not be paid for bar bingo.
 - ⇒ Bar bingo does not include bingo games linked to other permitted premises.

LEASE TERMINATION CLAUSE (must be completed)

The lease may be terminated by either party with a written 90 day notice. Other terms:

LG215 Lease for Lawful Gambling Activity

6/15 Page 2 of 2

Lease Term: The term of this agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board).

Management: The owner of the premises or the lessor will not manage the conduct of lawful gambling at the premises. The organization may not conduct any activity on behalf of the lessor on the leased premises.

Participation as Players Prohibited: The lessor will not participate directly or indirectly as a player in any lawful gambling conducted on the premises. The lessor's immediate family and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises, except as authorized by Minnesota Statutes, Section 349.181.

Illegal Gambling: The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises or that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes, Section 349.18, Subd. 1(a).

To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes, Section 609.75.

Notwithstanding Minnesota Rules 7865.0220, Subpart 3, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling, conducted at this site, that is prohibited by Minnesota Rules 7861.0260, Subpart 1, item H, or Minnesota Statutes, Section 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.

The lessor must not modify or terminate the lease in whole or in part because the organization reported, to a state or local law enforcement authority or to the Board, the conduct of illegal gambling activity at this site in which the organization did not participate.

Other Prohibitions: The lessor will not impose restrictions on the organization with respect to providers (distributor or linked bingo game provider) of gambling-related equipment and services or in the use of net profits for lawful purposes.

The lessor, the lessor's immediate family, any person residing in the same residence as the lessor, and any agents or employees of the lessor will not require the organization to perform any action that would violate statute or rule. The lessor must not modify or terminate this lease in whole or in part due to the lessor's violation of this provision. If there is a dispute as to whether a violation occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.

Access to Permitted Premises: Consent is given to the Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel to enter and inspect the permitted premises at any reasonable time during the business hours of the lessor. The organization has access to the premises during any time reasonable and when necessary for the conduct of lawful gambling.

Lessor Records: The lessor must maintain a record of all money received from the organization, and make the record available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record must be maintained for 3-1/2 years.

Rent All-Inclusive: Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to:

- trash removal
- electricity, heat
- snow removal
- storage
- janitorial and cleaning services
- other utilities or services
- lawn services
- security, security monitoring
- cost of any communication network or service required to conduct electronic pull-tabs games or electronic bingo
- in the case of bar operations, cash shortages.

Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Board. Rent payments may not be made to an individual.

ACKNOWLEDGMENT OF LEASE TERMS

I affirm that this lease is the total and only agreement between the lessor and the organization, and that all obligations and agreements are contained in or attached to this lease and are subject to the approval of the director of the Gambling Control Board.

Other terms of the lease:

None

Signature of Lessor:

Date:

Signature of Organization Official (Lessee):

Date:

Print Name and Title of Lessor:

Print Name and Title of Lessee:

Kent Garbers - Owner

Sam Gerlach - President

Questions? Contact the Licensing Section, Gambling Control Board, at 651-539-1900. This publication will be made available in alternative format (i.e., large print, braille) upon request. **Data privacy notice:** The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

Mail or fax lease to:

Minnesota Gambling Control Board
1711 W. County Road B, Suite 300 South
Roseville, MN 55113

Fax: 651-639-4032

Sec. 8-26. - Charitable gambling.

- (a) *Purpose.* The purpose of this section is to closely regulate and control the conduct of charitable gambling within the city in conformance with Minn. Stat. §§ 349.11 through 349.22, and to adopt more stringent regulations for lawful gambling as authorized by Minn. Stat. § 349.213(1).
- (b) *Licensee investigation.* Pursuant to Minn. Stat. § 349.16(8), the city shall conduct an investigation of every qualified organization applying for or renewing its state license with the Minnesota State Charitable Gambling Board to conduct charitable gambling in the city.
 - (1) *Fee.* A fee shall be charged for the investigation as set forth in the city's fee schedule. The city council may waive this fee upon request by the licensee.
 - (2) *Conduct of investigation.* The investigation shall be conducted by the chief of police or his authorized representative.
 - (3) *Time of investigation.* The investigation shall be completed within 21 days from the date that the licensee provides the city with the required information and paid the investigation fee required by this section.
 - (4) *Information required.* A state license for charitable gambling shall not be approved or renewed in the city until the investigation is completed and received by the city council and the investigation fee has been paid as required by this section. The investigation shall be based on the following information which the licensee shall provide to the city on forms approved by the city:
 - a. The official, legal name of the organization;
 - b. The business address;
 - c. The business telephone number;
 - d. The address of the premises where the lawful gambling will be conducted;
 - e. The name and address and title of the organization's executive officers;
 - g. Proof of Minnesota or Internal Revenue Service tax exempt status;
 - h. An indication of whether the applicant is chartered by parent organization;
 - i. If the organization is not a Minnesota organization, the address of the location in Minnesota where the organization's gambling records will be kept;
 - j. The name and address of the gambling manager;
 - k. A copy of the required fidelity bond for gambling managers;
 - l. An indication of whether the organization owns or leases the premises where lawful gambling will be conducted;
 - m. An indication of the class of license applied for;
 - n. The number of active members;

- o. If incorporated, the filing number of the articles of incorporation and where filed;
- p. The federal I.D. number, if any;
- q. An "authorization to inspect bank records" of the gambling bank account of the organization;
- r. A consent that city law enforcement officers or agents of the state charitable gambling board may enter upon the site to observe the lawful gambling being conducted and to enforce the law for any unauthorized game or practice;
- s. A copy of the lease agreement for the premises where the organization will conduct lawful gambling if the premises is not owned by the organization;
- t. A copy of the written internal accounting and administrative control system relative to gambling operations or if the licensee is requesting an approval for renewal of its license, a sworn affidavit from an executive officer that said control system has not been changed from the prior year;
- u. Such additional information as is necessary to properly identify the applicant and to ensure compliance with Minn. Stat. §§ 349.11 to 349.22.

(c) *Eligible licensees.* Only local nonprofit organizations which have operated for at least three years, have at least 15 active members, have a license to conduct lawful gambling from the state charitable gambling board, and comply with Minn. Stat. ch. 349 and subsections (a) through (c) of this section, shall be permitted to conduct charitable gambling within the city. For purposes of this section, "local nonprofit organizations" shall mean organizations with their principal place of business located in the city's trade area as set out in section 8-26(d)(2) of this Code.

(d) *Distribution of proceeds.*

- (1) Each organization licensed to conduct gambling within the city shall contribute to a fund administered and regulated by the city, without cost to such fund, for distribution by the city for purposes authorized under Minn. Stat. § 349.213, subd. 1, an amount equal to ten percent of the organization's net profits derived from lawful gambling at premises within the city. For purposes of this subsection, the term "net profits" means profits less amounts expended for allowable expenses; the terms "profits" and "allowable expenses" have the meanings given them by Minn. Stat. ch. 349 and rules and regulations promulgated thereunder. Payments to the fund shall be made annually on or before March 1 for the prior calendar year, and shall be submitted together with verifiable supporting documentation.
- (2) Each organization conducting lawful gambling within the city must expend 15 percent of its lawful purpose expenditures on lawful purposes conducted or located within the trade area of the city. For the purposes of this subsection, the term "trade area" means the area within the boundaries of the city and within the boundaries of the cities of Crystal, Plymouth, Maple Grove, Golden Valley and Brooklyn Park; provided that a contribution to Independent School

District 281 is deemed to have been made in the trade area of the city. This subsection applies only to lawful purpose expenditures of gross profits derived from lawful gambling conducted at premises within the city. On or before each March 1, each organization must file with the city (a) a report listing all lawful purpose expenditures in the prior calendar year, the name of the entity to which each check was written, and the city location of the recipient; and (b) a report prepared by an independent certified public accountant documenting compliance with this subdivision.

(Ord. No. 15-01, §§ 1, 2, 2-9-2015; Ord. No. 15-29, § 1, 11-23-2015; Ord. No. 17-07, § 14, 7-24-2017)



Request for Action

April 28, 2025

Approved by: Reece Bertholf, City Manager
Originating Department: HR & Admin Services
By: Rich Johnson, Director of Human
Resources and Admin Services

Agenda Section
CONSENT BUSINESS

Item Number
6.6.

Agenda Title:

Resolution approving renewal of the agreement with Solution Builders to provide information technology support services for the city effective May 1, 2025, to April 30, 2026

Requested Action:

Staff recommends the council approve the 2025 – 2026 proposed agreement with Solution Builders.

Policy/Past Practice:

In the past, the city has utilized the services of outside vendors to provide services to the city, e.g. financial services, currently provided by Abdo Financial Solutions.

Background:

In May 2015, the city transitioned from having an in-house IT Coordinator, to utilizing Solution Builders, Inc. as its information technology service provider. This arrangement has proven to be very cost-effective and successful overall, as both city staff and Solution Builders have worked hand-in-hand to meet the city's needs. The proposed contract is attached.

Attachments:

1. Resolution - Solution Builders Contract
2. Contract between the City of New Hope and Solution Builders
3. Master Services Agreement

City of New Hope

Resolution No. 2025 –

Resolution approving renewal of the agreement with Solution Builders to provide information technology support services for the city effective May 1, 2025, to April 30, 2026

WHEREAS, Solution Builders, Inc. currently provides Information Technology Services to the city; and

WHEREAS, the current agreement ends April 30, 2025; and

WHEREAS, an agreement was reached between the city and Solution Builders, Inc. to renew this agreement effective May 1, 2025, to April 30, 2026; and

WHEREAS, a copy of the amendment to the agreement is on file; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council in and for the City of New Hope as follows:

The Mayor, City Manager and New Hope City staff are authorized and directed to sign all appropriate documents, and to take whatever additional actions are necessary or desirable, to complete the agreement between the City of New Hope and Solution Builders, Inc.

Adopted by the New Hope City Council, Hennepin County, Minnesota, this 28th day of April, 2025.

Mayor

Attest: _____
City Clerk

Prepared for:
Rich Johnson
City of New Hope
4401 Xylon Ave N
New Hope, MN 55428

Prepared by:
Kris Baumann
Solution Builders, Inc.
KBaumann@sbinc.com
952-230-6560

Description	Quantity	Monthly Amount	Start Date	Term
Network Support		\$9037.62		0
Network Support - Full User	111	\$9037.62	5/1/2025	12
ThnAir Next Gen Antivirus (eSet)	102	\$0.00	5/1/2025	12
ThnAir Remote Monitoring & Management (Automate)	102	\$0.00	5/1/2025	12
Supported Server Count	7	\$0.00	5/1/2025	12
Supported Workstation Count	162	\$0.00	5/1/2025	12
Cloud Backups		\$6.00		0
ThnAir Cloud Backup O365 (C2C)	1	\$6.00	5/1/2025	12
Additional Services		\$5250.00		0
Dedicated Onsite Support	1	\$5200.00	5/1/2025	12
ThnAir Electronic Waste Recycling	1	\$50.00	5/1/2025	12
Discount for Project Work: 20% Discount for project labor	Monthly Total		\$14293.62	
Workstation Installation Fee: Setup and configuration of workstations printers (Network or Local), cell phones and workstation attached peripherals are included with this Network Support Agreement.	Term Total		\$171523.44	

Signature

Acceptance and Incorporation by Reference:

This Order together with the Master Services Agreement and Service Attachments and other terms and conditions identified on Exhibit A, all of which are incorporated herein by reference (collectively, the "Agreement") is between Solution Builders (sometimes referred to as "we," "us," "our," or "Provider"), and the customer identified on the Order (sometimes referred to as "you," "your," or "Client"). This Agreement is effective as of the date the Client accepts the Order (the "Effective Date"). By signing or accepting this Order, Client acknowledges, represents, and warrants that it has read and agrees to the terms and conditions identified on Exhibit A to this Order which are incorporated as if fully set forth herein.

The parties hereby agree that electronic signatures to this Order shall be relied upon and will bind them to the obligations stated herein. Each party hereby warrants and represents that it has the express authority to execute this Agreement(s).

Provider may make changes to the Agreement at any time. If there are changes, Provider will revise the date at the top of the document. Provider may or may not provide Client with additional notice regarding such changes. Client should review the terms and conditions regularly. Unless otherwise noted, the amended terms and conditions will be effective immediately, and your continued use of the Services thereafter constitutes your acceptance of the changes. If you do not agree to the amended terms and conditions, you must stop using the Services immediately. Please note, you may incur a termination fee or other third-party fees, if applicable.

The parties, acting through their authorized officers, hereby execute this Agreement.

IN WITNESS WHEREOF, this Order Form is agreed to by the parties below and entered into as of the Order Effective Date.

City of New Hope

Name: Reece Bertholf, City Manager

Signature: _____

Date: _____

Name: John Elder, Mayor

Signature: _____

Date: _____

Solution Builders, Inc.

1550 American Blvd E, Suite 900 | Bloomington, MN 55425

(PHONE) 952-854-8188 (SUPPORT) 612-SUPPORT | SOLUTIONBUILDERS.COM

Page 2 of 2

Page 54 of 82

Master Services Agreement

Master Service Agreement ("Agreement") between Solution Builders, Inc. 1550 American Blvd. East Suite 900 Bloomington, MN 55425 AND City of New Hope, 4401 Xylon Avenue N., New Hope, MN 55428 ("Client")

THIS AGREEMENT ("Agreement") is made and entered into by Solution Builders, Inc. ("SBINC") and Client ("Client"). Any Service Addendums (Addendum) and/or other Exhibits attached hereto are incorporated by reference and detail the term of the agreement, the service(s) provided, the fees and any other information about the service(s) to be provided by SBINC. Client agrees that the conditions and terms of this Agreement shall remain in effect on an ongoing basis for all future work and Addendums.

1. **Solution Builders Hours and Rates:** An Agreement provides for support services to be provided during normal business hours. Normal business hours are defined as being between the hours of 7:00 AM and 7:00 PM (Central Time), Monday through Friday excluding national holidays. The Normal Business Hours Rates below will be applied towards special projects completed outside the scope of the support plan chosen. Upon request from Client, SBINC will provide support services outside of normal business hours. The After-Hours Rates below will be applied towards after normal business hours, weekend and holiday support service requests.

Service	Normal Business Hours Rates	After-Hours Rates
Workstation/Printer/Mobile Support	\$145	\$217.50
Server Support	\$175	\$262.50
Router/Switch/Firewall Support	\$225	\$337.50
Project Management	\$175	\$262.50
Senior Project Management	\$255	\$382.50
Minimum on-site support charge	1.5 hours	3 hours
Minimum remote support charge	.5 hours	2 hours

2. **Total Monthly Fees and Payment Terms:** During the term of an Addendum, Client will pay fees to SBINC based on the Monthly Fees identified in the Addendum and all applicable taxes and any additional monthly amount that may be added during the term of the Addendum. Total Monthly Fees for each month are due at the beginning of each month. All fees will be subject to a finance charge of 1.5% monthly if not paid within 15 days. Failure of SBINC to assess the finance charge does not waive its right to retroactively assess the finance charge.
3. **Support Scope Changes:** Support option Addendums do envision some fluctuation in the support requirements of Client without an adjustment of the support fee. The following events will trigger an automatic review of the support budget amount:
 - a. Increase in staff count of 10% or more during the term of the Addendum
 - b. Decrease in staff count of 20% or more that is not related to seasonal staff level fluctuations
 - c. Addition of remote office locations with permanent staff
 - d. Support requirements resulting in an increase of 30% or greater in the annualized budget amount
 - e. At the time of renewal if there are no support scope changes an annual increase shall not exceed 5% of the previous term's support fees.
4. **End of Term/Automatic Renewal:** At the end of the term of the Addendum, the Addendum will automatically renew for consecutive terms of the same duration as the term, unless terminated in writing at least sixty (60) days prior to the expiration of the then-current term. If Client allows the Addendum to expire, prompt payment must be made by the Client of any unpaid monthly fees due through the termination or expiration of the Addendum.
5. **Early Termination:** An Addendum may be terminated early by either party by submitting written notice of the intent to terminate the Addendum to the other party, at least sixty (60) days in advance of the termination date. The written request to terminate the Addendum must be followed by prompt payment by the Client of any unpaid monthly fees due through the termination date of the Addendum.
6. **Default:** In the event Client fails to pay charges accrued when due, SBINC reserves the right to withdraw further services. Upon default, Client agrees to pay all expenses of collection, including reasonable attorneys' fees, whether or not legal action is commenced to collect the indebtedness.
7. **Product Purchases/No Warranty:** SBINC may, when requested by Client, resell products to Client in SBINC's role as a reseller of computer and technology related equipment and software. SBINC MAKES NO WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABILITY. IN NO EVENT SHALL SBINC BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE, OR DATA, OR LOSS OF USE BY CLIENT OR ANY THIRD PARTY, REGARDLESS OF WHETHER A CLAIM OR ACTION IS ASSERTED IN CONTRACT OR TORT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SBINC IN ADVANCE OR COULD HAVE BEEN REASONABLY FORSEEN BY SBINC.

Client Initials _____

Master Services Agreement

8. **Limits of Liability:** Client acknowledges that network and computer systems support is inherently complex and relies on the inter-operability of various software and hardware components from various manufacturers. Client understands that SBINC is not the manufacturer of said components and therefore SBINC is not a guarantor or insurer of the equipment or services rendered. Although SBINC is responsible to provide its best efforts, SBINC is not responsible for the in-operation of hardware or software systems. SBINC shall not be liable in any way for any delays in, or any failure of, services performed hereunder due to any wrongful or negligent act or omission of Client, or its employees and agents; and/or Client's failure to provide to or secure for SBINC as appropriate, reasonable access to Client's facilities, equipment and/or information as required by SBINC to meet its performance obligations under this Agreement. In furtherance and not in limitation of the foregoing, SBINC will not be liable in respect of any decisions made by Client as a result of the performance of services hereunder. SBINC IS PERFORMING THE SERVICES AND PROVIDING THE TECHNICAL INFORMATION ON AN "AS IS" BASIS AND SPECIFICALLY DOES NOT PROVIDE WARRANTIES WITH RESPECT TO THE USE BY CLIENT OF ANY DELIVERABLES. THE OBLIGATIONS AND LIABILITIES OF SBINC AND ITS AFFILIATES AS SET FORTH HEREIN ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER OBLIGATIONS, LIABILITIES AND REMEDIES, EXPRESS OR IMPLIED, INCLUDING ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY (COLLECTIVELY, "CLAIMS") IN TORT, CONTRACT, STATUTE, OR OTHERWISE, WHETHER OR NOT ARISING FROM NEGLIGENCE OF SBINC OR ITS AFFILIATES, ACTUAL OR IMPUTED. NO WARRANTIES (EITHER EXPRESS OR IMPLIED), REPRESENTATIONS, PROMISES OR STATEMENTS HAVE BEEN MADE BY SBINC OR ITS AFFILIATES UNLESS CONTAINED IN THIS AGREEMENT. NO WARRANTY, EXPRESS OR IMPLIED, IS MADE HEREIN THAT THE DELIVERABLES OR ANY PART ARE MERCHANTABLE, OR FIT OR SUITABLE FOR THE PARTICULAR PURPOSES FOR WHICH THE DELIVERABLES OR ANY PART THEREOF MAY BE ACQUIRED BY CLIENT. IN NO EVENT SHALL SBINC OR ITS AFFILIATES BE LIABLE TO CLIENT FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES ARISING FROM CLAIMS RELATED TO LOSS OF DATA, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT, OR OTHER DOWN TIME COSTS, WHETHER CLAIMED BY REASON OF BREACH OF WARRANTY OR OTHERWISE, AND WITHOUT REGARD TO THE FORM OF ACTION IN WHICH SUCH CLAIM IS MADE. NOTWITHSTANDING ANYTHING CONTAINED HEREUNDER TO THE CONTRARY, THE TOTAL MAXIMUM LIABILITY OF SBINC HEREUNDER SHALL IN NO EVENT EVER EXCEED THE AMOUNTS THAT CLIENT HAS PAID SBINC OVER THE PAST 12 MONTHS FOR THE SPECIFIC WORK FOR WHICH CLIENT'S CLAIM AROSE. CLIENT AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SBINC FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, LOSSES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) INCURRED BY SBINC ARISING IN CONNECTION WITH THE PERFORMANCE OF SERVICES EXCEPT SOLELY TO THE EXTENT RESULTING FROM THE WILLFUL OR KNOWING MISCONDUCT OF SBINC. In the event of any dispute by either party to the Agreement, both parties agree to a 60-day period to allow for resolution of any disputes. In the event that a dispute still exists, both parties agree to submit to binding arbitration to resolve the dispute.
9. **Limits of Support Provided:** An Agreement does not require SBINC to provide unlimited support for resolution of any network or computer related support need. SBINC is responsible to make a best effort in resolution of support issues. This Agreement shall not be construed to include support for or training on specific office productivity applications, line of business or vertical applications unless specifically requested by Client.
10. **Remote Support Access Authorization:** In addition to onsite support, and for the purposes of providing proactive monitoring, SBINC Support Staff and designates may access Client's network remotely to resolve issues, perform maintenance, and monitor network systems. Client hereby authorizes SBINC and designates to access Client's network remotely via an Internet connection or any other connection established for this purpose.
11. **Data Backup and Recovery:** Client acknowledges that Client is solely responsible for securing the integrity and preservation of Client's data. Client is advised to backup all data stored on Client systems. Furthermore, Client agrees that SBINC is not responsible for any loss of Client data which may be occasioned as a result of system hardware or software failure, or inadvertent human error. In the unfortunate event that data loss occurs, Client agrees that Client is responsible for all costs incurred for data recovery services if employed by Client.
12. **Confidentiality:** SBINC will not, and will cause its employees and contractors to not, at any time or in any manner, either directly or indirectly, use for the personal benefit of SBINC or divulge, disclose, or communicate in any manner any information that is proprietary to Client or Clients of Client. SBINC will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the expiration of the Agreement.

Client Initials _____

Master Services Agreement

- 13. Permanent Hire:** Client may at any time elect to make an offer of permanent employment to support personnel provided by SBINC, any SBINC employee or staff, or any contract personnel provided by SBINC. If an offer of permanent employment is accepted during an Addendum term or during twelve months following an Addendum term, a fee equal to one half of the first year total compensation amount of the support person being hired will be due to SBINC from Client on or before the 30th day after the start date of any such individual.
- 14. Governing Law:** The Agreement shall be construed under and governed by the laws of the State of Minnesota.
- 15. Entire Agreement:** This Agreement constitutes the entire Agreement and all Addendums, schedules and documents incorporated herein by reference contain the entire Agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written.
- 16. Severability:** If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 17. Force Majeure:** SBINC shall not be held liable for failure to perform its obligations under the Agreement when prevented from doing so by strike, lockout, breakdown, accident, order or regulation by any governmental authority, or because of war or other emergency, or for any other cause beyond their reasonable control.

Agreement and Acceptance: I acknowledge that I have read this Master Services Agreement and all attached documents, understand them, and agree to be bound by their terms and conditions.

For Client:

Authorizing Signature: _____ Date: _____

Print Name: _____ Title: _____

Authorizing Signature: _____ Date: _____

Print Name: _____ Title: _____

SBINC: Solution Builders, Inc.

Authorizing Signature: _____ Date: _____

Print Name: _____ Title: _____



Request for Action

April 28, 2025

Approved by: Reece Bertholf, City Manager

Originating Department: Police

By: Tim Hoyt, Police Chief

Agenda Section
CONSENT BUSINESS

Item Number

6.7.

Agenda Title:

Motion approving amendments to the Human Rights Commission (HRC) Mission Statement

Requested Action:

Staff recommends approval of amendments to the HRC's Mission Statement

Policy/Past Practice:

Background:

The Human Rights Commission Mission Statement was last amended in 2023. The HRC recently reviewed the document and discussed minor changes with council at the March 17th, 2025 work session. With recommendations from council, the HRC voted on minor amendments at their regularly scheduled meeting on April 7th, 2025. City Manager Bertholf discussed these minor amendments with the council at the work session on April 21st, 2025. The purpose and intent of the Human Rights Commission remains the same.

The amended mission statement will read:

The Human Rights Commission (HRC) protects and promotes the respect, dignity, and rights of all individuals and groups by serving as a bridge between the community and local government. The Commission works to create an inclusive environment where every individual can fully participate in community life by focusing on several key responsibilities, including:

- Developing both education and social opportunities within the community to foster understanding and respect amongst diverse populations,
- Serving as a resource for residents seeking information on public services involving equal treatment, and
- Working with our local government to ensure all residents are treated fairly without discrimination.

Attachments:

None



Request for Action

April 28, 2025

Approved by: Reece Bertholf, City Manager
Originating Department: Public Works
By: Bernie Weber, Director of Public Works

Agenda Section
CONSENT BUSINESS

Item Number
6.8.

Agenda Title:

Resolution authorizing the purchase of water meters from Core & Main in the amount of \$362,812

Requested Action:

Staff recommends that the Council approve a resolution authorizing the purchase of water meters and transponders from Core & Main as part of the city-wide meter replacement program.

Policy/Past Practice:

The City has a long history of completing preventative maintenance projects on the water distribution system. This includes replacement of faulty water meters and transponders to ensure accurate billing for both the resident and City.

Background:

The city last completed water meter transponder replacements in 2004. Public Works actively replaces outdated and faulty water meters throughout the city. To continue effective operation of the city water system, Public Works is accelerating the city-wide water meter replacement program in 2025. Installation of the meters will be completed in-house by city staff to limit project expenses. Staff is requesting to purchase an additional 1,000 water meters and 999 transponders to continue the city-wide replacements. Due to the water meters and transponders having a lead time of 6-8 weeks, and the current market uncertainties, staff recommends purchasing at this time.

Funding

Public Works has budgeted \$350,000 for water meter replacements in the 2025 city capital improvement program. The water meters and transponders are Sensus brand, and Core & Main – Minnesota is the exclusive authorized distributor of Sensus products in our area. The quote from Core & Main to purchase an additional 1,000 water meters and 999 transponders is \$362,812. There is sufficient funding available in the Water Fund to make this purchase.

Attachments:

1. Resolution
2. Sensus Sole Source Letter
3. Core & Main Quote
4. Memo from Abdo

City of New Hope

Resolution 25-

Resolution authorizing the purchase of water meters
from Core & Main in the amount of \$362,812

WHEREAS, the city of New Hope has a long history of completing preventative maintenance projects on the water distribution system; and,

WHEREAS, the Public Works Department recommends the purchase of additional water meters and transponders from Core & Main to continue the city-wide water meter replacement program; and,

WHEREAS, the funds for this equipment have been provided within the Water Fund for the Public Works Department.

NOW, THEREFORE, BE IT RESOLVED:

1. That the appropriation of \$362,812 for payment to Core & Main for water meters and transponders from the Water Fund is authorized and the Water Fund budget is hereby amended.

Adopted by the City Council of the city of New Hope, Hennepin County, Minnesota, this 28th day of April, 2025.

Mayor

Attest: _____
City Clerk

Jim Grillo
Director of Sales – Central Region
612-867-3283
jim.grillo@xylem.com



February 10, 2025

To Whom It May Concern:

Sensus, a Xylem brand is pleased to announce that **Core & Main – Minnesota** is the exclusive Authorized Distributor of Sensus products and a Value Added Reseller (VAR) for Sensus Services such as SaaS in your area in the state of Minnesota.

Please contact your Core & Main representative for all of your Sensus needs. Purchasing Sensus products and services from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality water measurement equipment and support in the near future. Please feel free to contact me at jim.grillo@xylem.com regarding this or any other matter.

Sincerely

A handwritten signature in black ink, appearing to read "J. Grillo".

James C. Grillo
Director of Sales – Central Region
Sensus a Xylem company



Bid Proposal for New Hope 2025 Bulk IPERL/Smartpoint

NEW HOPE PUBLIC WORKS

Job Location: New Hope , MN

Bid Date: 04/01/2025

Core & Main Bid #: 4115132

Core & Main

15800 W 79th St

Eden Prairie, MN 55344

Phone: 9529379666

Fax: 9529378065

Seq#	Qty	Description	Units	Price	Ext Price
10	1000	IPERL 3/4S 3TS 1G SM 7WHL	EA	175.00	175,000.00
20	999	510M S/POINT M2 WIRED SP HR	EA	188.00	187,812.00

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

MEMO

TO: REECE BERTHOLF
FROM: JULIE MCMACKINS, ABDO FINANCIAL SOLUTIONS
SUBJECT: FUNDING FOR THE PURCHASE OF WATER METERS
DATE: APRIL 21, 2025

BACKGROUND

The Public Works Department is in the process of replacing water meters throughout the city. The project is progressing and the purchase of additional water meters above the amount budgeted in the long-term financial plan for 2025 is necessary. Funding is available in the Water Fund for this purchase.

RECOMMENDATIONS

We recommend the City Council approve funding of the water meters from the Water Fund.



Request for Action

April 28, 2025

Approved by: Reece Bertholf, City Manager
Originating Department: Parks & Recreation
By: Susan Rader, Director of Parks &
Recreation

Agenda Section
ORDINANCES AND
RESOLUTIONS

Item Number
10.1.

Agenda Title:

Resolution approving agreement with the New Hope/Crystal/Plymouth Swim Club for use of the New Hope Aquatic Park for summer practices and meets

Requested Action:

Staff recommends that the City Council approve an agreement with New Hope/Crystal/Plymouth (NHCP) Swim Club for use of the New Hope Aquatic Park. This agreement will give the local swim club permission to use the city's outdoor pool for evening swim practices, May 27-29 and June 2-4 from 5-7:30 p.m. and for early morning swim practices, Monday through Friday, June 9 - July 30 (no July 4) from 6-8:30 a.m. It also gives permission to host a weekend morning swim meet on June 21 and 22 and a championship meet the weekend of July 18-20.

The practice usage will occur prior to the city's swim lesson program, with the club using all eight lanes of the pool. The city will charge \$130 per hour for this usage, which totals 107 hours.

The weekend morning swim meets will take place on Saturday, June 21 and Sunday, June 22, from 6-10:30 a.m. The Club will set up on Friday, June 20, after the pool closes to the general public. The city will charge \$250 per hour for the meets, which totals 9 hours, and \$65 per hour for set-up. This use would not interfere with any city-sponsored activities, other rentals or any use by the general public. The pool will be available for open swim each day.

The championship swim meet will take place July 18-20. The Club will set up on Friday morning during lap swim/water walking. The meet will run from 12-8 p.m. on Friday and then from 6 a.m.-7 p.m. on both Saturday and Sunday. The city will charge \$20,000 for a total of 34 hours (includes use of the 50-m and recreation pools), \$400 per hour for each additional hour, and \$65 per hour for set-up. The pool will be closed for open swim for all three days.

The amount due for this usage totals \$36,160, plus any set-up fees. All fees will be paid at the conclusion of the swim agreement and all insurance requirements will be met prior to use. Staff recommends approval.

Policy/Past Practice:

It is past practice to bring the swim meet facility agreement to the Council for approval.

Background:

The NHCP Swim Club has rented the New Hope Pool for many years. The rental fees are the same fees charged to all renters of the facility. The revenue realized pays for expenses incurred and the extra dollars brought in are important for this facility.

As part of the previous pool grant agreement with MN Swimming, the City Council had committed to allowing a championship meet for four years (2021-2024). During 2025 budget discussions, the Council supported the continuation of the meet, but agreed with staff that the fees charged needed to be more cost effective for the City. Instead of charging a separate hourly fee for the 50-m and

recreation pools, Council and staff agreed to charging a base fee of \$20,000 for up to 34 hours of use of both pools, with an additional charge for extra hours and for set-up and take down to help offset the revenue loss due to the pool being closed for general swimming during the meet. Similar to other Parks and Recreation fees, the rates for the practices and the morning only swim meets were increased slightly.

	2022	2023	2024	2025	
Practices	\$110/hr	\$115/hr	\$120/hr	\$130/hr	Does not impact use, so less is charged
June AM Meets	\$210/hr	\$220/hr	\$230/hr	\$250/hr; \$65/hr – set-up and take down	Does not impact use, but facility is more heavily used
July Championship Meet	\$265/hr	\$290/hr	\$320/hr – 50-m; \$50/hr – Rec Pool	\$20,000 for up to 34 hours; \$400/hr for addt hours; \$65/hr – set-up and take down	Closed for public swim during 3-day meet; facility heavily used

Total rental hours for all swim teams is estimated at 238 hours for the season.

Attachments:

1. Resolution - NHCP 2025 Agreement
2. NHCP Agreement
3. 2025 Swim Team Calendar

City of New Hope

Resolution No. 2025-

Resolution approving agreement with the New Hope/Crystal/Plymouth Swim Club
for use of the New Hope Aquatic Park for summer practices and meets

WHEREAS, the City of New Hope encourages use of the New Hope Aquatic Park during the summer season;
and

WHEREAS, the New Hope/Crystal/Plymouth Swim Club wishes to use the New Hope Aquatic Park for
practices, May 27-29 and June 2-4 from 5-7:30 p.m. at a rate of \$130 per hour; and

WHEREAS, for practices Monday through Friday, June 9-July 30 (no July 4) from 6-8:30 a.m. at a rate of \$130
per hour; and

WHEREAS, for morning swim meets on June 21 and June 22 from 6-10:30 a.m. at a rate of \$250 per hour; and

WHEREAS, for a championship swim meet July 18-20 at a rate of \$20,000 for up to 34 hours for use of the 50-
meter and recreation pools, \$400 per hour for each additional hour, and \$65 per hour for set-up
and take down; and

WHEREAS, all fees will be paid at the conclusion of the season.

NOW, THEREFORE, BE IT RESOLVED that the City of New Hope approves the agreement with the New Hope/
Crystal/Plymouth Swim Club for use of the New Hope Aquatic Park this summer.

Adopted by the City Council of the City of New Hope, Hennepin County, Minnesota, 28th day of April, 2025.

Mayor

Attest: _____
City Clerk

AGREEMENT FOR USE OF New Hope Aquatic Park

THIS AGREEMENT, made and entered into as of this 14 day of April, 2025, by and between the City of New Hope, a municipal corporation, hereafter called the "City", and the **NHCP Swim Club**, hereinafter referred to as the "USER".

WITNESSETH:

In consideration of their mutual covenants and agreements as hereinafter set forth, the parties hereto contract and agree as follows:

1. The City gives the User the right to use the municipal swimming pool and appurtenant facilities for swimming (Pool). The dates and hours of such activity, for which this permit is given, are set forth on the attached *Schedule "A"*, a copy of which is attached hereto and made a part hereof.
2. The rate charged will be per hour plus quarter hour fractions thereof. Time being charged will begin when USER enters the facility and ends when USER exits the facility.

Practice: \$130 per hour

Morning only swim meets: \$250 per hour

Full day swim meets: \$20,000 for up to 34 hours; \$400/hr – Additional Hours (50m and rec pools); \$65/hr – Set up and take down

Swim meet set up (not allowed in any body of water): \$50 per hour

Storage fee for lane line reels: \$550 annually

The rate includes a fee for lifeguard services provided by the City (see item #6 under this agreement). Additional fees will be charged if USER is early in arriving or late in leaving the facility. City will invoice the User after the season ends. The User will pay as soon as possible upon receipt of the bill but no later than 10/1/25.

3. The User agrees that it will be responsible for the safety of all persons using the premises under this permit and will hold the City harmless from any and all claims and any and all

costs of defending the same, including reasonable attorney fees, arising out of and by reason of the use of the City's municipal swimming Pool by any persons under the permit herein granted.

4. The User agrees it will obtain from the parents of each minor who participates in the use of the swimming pool under this contract before the minor is allowed use of the swimming pool facilities, a written and signed waiver, *Schedule "B"*, of claims against the City for any bodily injury or damage to said minor.
5. The User agrees that it will make prompt and full restitution for any damages to the City's Pool, or its appurtenant facilities, arising out of or by reason of the use of such Pool and facilities by any person under the permit herein granted.
6. City staff will be used to fulfill the need for lifeguard protection while the swimming pool is in use by any person under the terms of this permit. One lifeguard is included in the hourly rental rate. The User agrees it will reimburse the City for all expenses associated with use of additional staff.
7. The User hereby designates TUNA/NITCP as the User's Agent responsible for compliance with the provision of this permit. Any notices or directives relating to the use of the Pool, under the terms of this permit, shall be directed to the User's Agent and the User's Agent shall be responsible for compliance with the terms of the contract. At all times, while the pool and appurtenant facilities is in use, under the terms of this permit, either the User's Agent or person designated in writing by the User's Agent shall be in charge and shall be in attendance at the Pool.
8. The User agrees that any persons using the Pool and appurtenant facilities shall do so in an orderly manner.
9. It is understood and agreed that the concession facilities, shallow pool, current or vortex pools and office area will not be made available to the User during the hours for which this permit is granted.
10. It is understood and agreed that the diving boards and slides are off limits during the

rental period.

11. The User agrees that the pool will not be used when lightning is sighted or thunder is heard and thirty minutes thereafter or during any other hazardous weather or civil alerts.
12. Use of the Pool and appurtenant facilities, under this permit, shall at all times be subject to reasonable regulations and directives of the City on matters of safety and the conduct of persons using the facilities.
13. At all times during this permit, the User shall keep in force insurance on all persons using the City's Pool and appurtenant facilities, under the terms of this permit. Such insurance shall be comprehensive general liability insurance with the following coverage: bodily injury and property damage liability \$1,000,000 per occurrence, and \$2,000,000 general aggregate. The City of New Hope shall be listed as an additional insured. An Accord 25 certificate of insurance evidencing the insurance coverage shall be attached to this agreement as *Schedule "C"* and made a part hereof. The cancellation language on the Accord 25 certificate must provide at least 10 days written notice to the City. The following language shall be deleted from the Certificate's standard cancellation clause: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives".
14. The User agrees to provide a certificate of workers' compensation insurance listing the City as an additional insured for all Users' employees. An amended Accord 25 Certificate (as described above) is attached to the contract.
15. The User agrees to provide the City with a list of the names and addresses of members of the User's organization upon request. User agrees to keep this list current at all times.

In the event of a breach of the terms or conditions of this permit, it shall be subject to immediate termination by the City Manager of the City of New Hope; such termination shall be given by written

notice to the User's Agent designated in paragraph seven (7) above,

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands and seals.

CITY OF NEW HOPE

BY _____

Mayor Date

BY _____

City Manager Date

USER

BY Shawn Mendel 4/14/25

President Date
PROGRAM DIRECTOR

BY Katrina 4/17 VP AGE GROUP

Secretary Date
Sent to Meet Director(s)

SCHEDULE "A" 2025

Name of User: NHCP Swim Club

Team Practices:

Tuesday through Thursday; May 27th through May 29th, 2025 (shared with Lifeguard Training)
5:00 p.m. – 7:30 p.m. (enter- 15 minutes prior, exit pool immediately at 7:30pm, Exit facility 15 minutes after)

Monday through Wednesday; June 2nd through June 4th, 2025

5:00 p.m. – 7:30 p.m. (enter- 15 minutes prior, exit pool immediately at 7:30pm, Exit facility 15 minutes after)

Monday through Friday; June 9th through July 30th, 2025

6:00 a.m. - 8:30 a.m. (enter- 15 minutes prior, exit pool immediately at 8:30am, Exit facility 15 minutes after)

Morning Only Swim Meets:

Saturday, June 14th

6:00 a.m. – 10:30 a.m. (enter- 15 minutes prior, exit facility- 15 minutes after)

Sunday, June 15th

6:00 a.m. – 10:30 a.m. (enter- 15 minutes prior, exit facility- 15 minutes after)

Full Day Swim Meet:

Friday, July 18th

12:00 p.m. – 8:00 p.m.

Saturday, July 19th – Sunday July 20th

6:00 a.m. – 7:00 p.m.

*For any cancellations with less than 21 days notice, the User will be charged for the scheduled rental time. An exception to this would be for any weather related cancellations, mechanical failures or other health/safety related issues determined by staff of the City.

NHCP Swim Club Emergency Contact Information:

Name

Position

Phone

Email

SHARON Moran Program Director 612 810-6573
headcoach@nhcp-swimclub.org

SCHEDULE "C"

NHCP Swim Club

<u>NAME OF</u> <u>INSURANCE COMPANY</u>	<u>AMOUNT OF</u> <u>TYPE OF COVERAGE</u>	<u>INSURANCE</u>	<u>EFFECTIVE DATE</u>
--	---	------------------	-----------------------

1/01/25
12/31/25

PREVIOUSLY SENT - JAN -
Certificate of Insurance

DATE: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/3/2025

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

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

PRODUCER Insurance Office of America 1855 W. State Road 434 Longwood FL 32750	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED USA Swimming, Inc.; USA Swimming Foundation, and USA Swimming Local Swimming Committees & Member Clubs 1 Olympic Plaza Colorado Springs CO 80909-5780	E-MAIL ADDRESS: usascoi@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Accredited Surety and Casualty Company, Inc.	
	INSURER B: United States Fire Insurance Company	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 394409029 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Event	Y	Y	1-RSL-CO-17-01538639-00	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse/Molestation \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	Y	Y	1-RSL-CO-17-01538640-00	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Participant Accident			US1929937	1/1/2025	1/1/2026	Excess Medical 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Verification of General Liability and Excess Liability coverage for COVERED ACTIVITIES: Abuse and Molestation Aggregate on the General Liability policy is \$4,000,000. Medical Expense Coverage applies to Office Premises and Event Spectators only. General Liability policy includes a 30 Day Notice of Cancellation per policy provisions.

Other Insureds includes the following: Individual Members of USA Swimming, Inc., while acting in that capacity; Group Members, including Member Clubs, of USA Swimming, Inc. while acting in that capacity but solely as respects to "bodily injury" and "property damage" arising from "covered activities" for which a group member has received approval from USA Swimming, Inc. or its authorized representative.

See Attached...

CERTIFICATE HOLDER City of New Hope 4401 Xylon Ave N New Hope MN 55428	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE John Buckart
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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Insurance Office of America		NAMED INSURED USA Swimming, Inc.; USA Swimming Foundation, and USA Swimming Local Swimming Committees & Member Clubs 1 Olympic Plaza Colorado Springs CO 80909-5780	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Covered Activities (For Commercial General Liability Coverage)

With respect to USA Swimming, Inc. Member Clubs, Group Members, Member Coaches, and Member Officials (all if in good standing); volunteers and additional insured owner/lessors of premises, sponsors and co-promoters, coverage hereunder for these entities applies only to:

1) Swimming meets that have been issued a written Sanction (pursuant to USA Swimming Rule 202.4 and Rule 202.5) or Approval (pursuant to USA Swimming Rule 202.6). Approved meets means a competition where an Approval is issued by USA Swimming, Inc., or one of the USA Swimming, Inc. Local Swimming Committees for swimming meets conducted in conformance with USA Swimming, Inc. technical rules in which members and non-members may compete, including foreign meets under the USA Swimming, Inc. open border policy. USA Swimming, Inc. member clubs that either host or participate in a swimming meet that has been issued a Sanction or Approval or participate in an open border competition will be considered an insured provided that all of its athletes competing and coaches on deck are members of USA Swimming, Inc. in good standing.

2) Swimming practices, dry land training activities, camps, and learn to swim programs where all swimmers are members of USA Swimming, Inc. or U.S. Masters Swimming, Inc. and are conducted under direct and active supervision of a USA Swimming, Inc. member coach in good standing. Dry land training activities mean weight training, running, calisthenics, and exercise machine training, and any other training activities for which an insured has received approval from USA Swimming, Inc. or its authorized representative.

3) USA Swimming, Inc. Swim-A Thons sponsored by or registered with USA Swimming, Inc.

4) Social events and fund-raising activities that are events or activities for which an insured has received approval from USA Swimming, Inc. or its authorized representative.

5) Swimming tryouts. Swimming Tryouts mean swimming practices where a swimmer(s) who is not and who has never been a member of USA Swimming, Inc. participates in swimming activities with a USA Swimming, Inc. member club for a period not to exceed thirty days from the first day of practice to determine the swimmer's interest in becoming a member of USA Swimming, Inc. Tryout swimmers may not participate in more than one tryout period within the same twelve month span.

6) Safety Training for Swim Coaches, CPR, and Lifeguard Certifications of USA Swimming, Inc. member coaches and/or USA Swimming, Inc. members completing requirements to become member coaches, conducted by USA Swimming, Inc. member coaches that are member representatives of one of the approved agencies listed on the USA Swimming, Inc. Swim Training for Swim Coaches In-Water Skills Checklist.

7) USA Swimming official members in good standing attending an Observed Swim Meet (pursuant to USA Swimming Rule 202.8). An Observed Swim Meet is defined as a swim meet observed by an assigned USA Swimming, Inc. official(s) for conformance with USA Swimming, Inc. technical rules in a meet conducted under rules other than USA Swimming rules.

8) "Organized practices" that have been reported and a premium has been paid for. Organized practices are defined as recreation league meets hosted by USA Swimming member club with community teams that are not USA Swimming member teams.

The Certificate Holder is included as an Additional Insured on a Primary and Non-Contributory basis as required by written agreement. Waiver of Subrogation applies per written agreement.

Member Club: New Hope Crystal Plymouth Swim Club

RE: USA Swimming Sanctioned competition & Swim practice

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Additional Insured

Paragraph 2. of **Section II – Who Is An Insured** is amended by the addition of the following:

- e. Any person or organization is included as an additional insured, but only to the extent such person or organization is held liable for "bodily injury", "property damage" or "personal and advertising injury" caused by your acts or omissions. With respect to the insurance afforded to such insured, all of the following additional provisions apply:
 - (1) You and such person or organization have agreed in a written "insured contract" that such person or organization be added as an additional insured under this policy;
 - (2) The "bodily injury", "property damage" or "personal and advertising injury" for which said person or organization is held liable occurs subsequent to the execution of such "insured contract";
 - (3) The most we will pay is the lesser of either the Limits of Insurance shown in the Declarations or the Limits of Insurance required by the "insured contract";
 - (4) Such person or organization is an insured only with respect to:
 - (a) Their ownership, maintenance, or use of that part of the premises, or land, owned by, rented to, or leased to you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
 - (b) Your ongoing operations performed for that insured;
 - (c) Their financial control of you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
 - (d) The maintenance, operation or use by you of equipment leased to you by such person or organization;
 - (e) Operations performed by you or on your behalf and for which a state or political subdivision has issued a permit, provided such operations are not performed for such state or political subdivision, and are not included within the "products-completed operations hazard";
 - (5) This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", "occurrence" or offense:
 - (a) Which takes place at a particular premise after you cease to be a tenant of that premises;
 - (b) Which takes place after all work, including materials, parts or equipment furnished in connection with such work to be performed by or on behalf of the additional insured at the site of the covered operations, has been completed;
 - (c) Which takes place after that portion of "your work" out of which the injury or damage arises has been put to its intended use by any other person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project;
 - (d) Which takes place after the expiration of any equipment lease to which (4)(d) above applies;

(6) With respect to architects, engineers or surveyors, coverage does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by or for you, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications;

(b) Supervisory, inspection, architectural or engineering services.

However, if an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an insured, then this subsection 2.e. does not apply to such person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

POLICY NUMBER: 1-RSL-CO-17-01538639-00

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

June

2025

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
26	27 5:00pm-7:00pm 8 lanes NHCP	28 5:00pm-7:00pm 8 lanes NHCP	29 5:00pm-7:00pm 8 lanes NHCP	30	31	01
02 5:00pm-7:00pm 8 lanes NHCP	03 5:00pm-7:00pm 8 lanes NHCP	04 5:00pm-7:00pm 8 lanes NHCP	05	06 8:30am-10:30am 2 lanes Granite City Aquatics	07	08
09 6am-8:30am 8 lanes NHCP 8:30am-10:30am 4 lanes Great Wolf	10 6am-8:30am 8 lanes NHCP 8:30am-10:30am 4 lanes Sea Devils	11 6am-8:30am 8 lanes NHCP 8:30am-10:30am 4 lanes Great Wolf	12 6am-8:30am 8 lanes NHCP 8:30am-10:30am 4 lanes Great Wolf	13 6am-8:30am 8 lanes NHCP 8:30am-10:30am 2 lanes Granite City Aquatics 2 lanes Lifetime Plymouth	14	15
16 6am-8:30am 8 lanes NHCP 8:30am-10:30am 4 lanes Great Wolf	17 6am-8:30am 8 lanes NHCP 8:30am-10:30am 4 lanes Sea Devils	18 6am-8:30am 8 lanes NHCP 8:30am-10:30am 4 lanes Great Wolf	19 6am-8:30am 8 lanes NHCP 8:30am-10:30am 4 lanes Great Wolf	20 6am-8:30am 8 lanes NHCP 8:30am-10:30am 2 lanes Granite City Aquatics 2 lanes Lifetime Plymouth	21 NHCP Morning Meet	22 NHCP Morning Meet
23 6am-8:30am 8 lanes NHCP 8:30am-10:30am 4 lanes Great Wolf	24 6am-8:30am 8 lanes NHCP 8:30am-10:30am 4 lanes Sea Devils	25 6am-8:30am 8 lanes NHCP 8:30am-10:30am 4 lanes Great Wolf	26 6am-8:30am 8 lanes NHCP 8:30am-10:30am 4 lanes Great Wolf	27 6am-8:30am 8 lanes NHCP 8:30am-10:30am 2 lanes Granite City Aquatics 2 lanes Lifetime Plymouth	28	29
30 6am-8:30am 8 lanes NHCP 8:30am-10:30am 4 lanes Great Wolf	01	Notes:				

July

2025

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
30	01 6am-8:30am 8 lanes NHCP 8:30am-10:30am 4 lanes Sea Devils	02 6am-8:30am 8 lanes NHCP 8:30am-10:30am 4 lanes Great Wolf	03 6am-8:30am 8 lanes NHCP 8:30am-10:30am 4 lanes Great Wolf	04 6am-8:30am 8 lanes NHCP	05	06
07 6am-8:30am 8 lanes NHCP 8:30am-10:30am 4 lanes Great Wolf	08 6am-8:30am 8 lanes NHCP 8:30am-10:30am 4 lanes Sea Devils	09 6am-8:30am 8 lanes NHCP 8:30am-10:30am 4 lanes Great Wolf	10 6am-8:30am 8 lanes NHCP 8:30am-10:30am 4 lanes Great Wolf	11 6am-8:30am 8 lanes NHCP 8:30am-10:30am 2 lanes Granite City Aquatics 2 lanes Lifetime Plymouth	12	13
14 6am-8:30am 8 lanes NHCP 8:30am-10:30am 4 lanes Great Wolf	15 6am-8:30am 8 lanes NHCP 8:30am-10:30am 4 lanes Sea Devils	16 6am-8:30am 8 lanes NHCP 8:30am-10:30am 4 lanes Great Wolf	17 6am-8:30am 8 lanes NHCP 8:30am-10:30am 4 lanes Great Wolf	18 6am-8:30am 8 lanes NHCP 8:30am-10:30am 2 lanes Lifetime Plymouth MRC MEET	19 MRC MEET	20 MRC MEET
21 6am-8:30am 8 lanes NHCP 8:30am-10:30am 4 lanes Great Wolf	22 6am-8:30am 8 lanes NHCP 8:30am-10:30am 4 lanes Sea Devils	23 6am-8:30am 8 lanes NHCP 8:30am-10:30am 4 lanes Great Wolf	24 6am-8:30am 8 lanes NHCP 8:30am-10:30am 4 lanes Great Wolf	25 6am-8:30am 8 lanes NHCP 8:30am-10:30am 2 lanes Granite City Aquatics 2 lanes Lifetime Plymouth	26	27
28 6am-8:30am 8 lanes NHCP 8:30am-10:30am 4 lanes Great Wolf	29 6am-8:30am 8 lanes NHCP 8:30am-10:30am 2 lanes Sea Devils	30 6am-8:30am 8 lanes NHCP 8:30am-10:30am 4 lanes Great Wolf	31	01	02	03

August

2025

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
28	29	30	31	01 8:30am-10:30am 2 lanes Lifetime Plymouth	02	03
04	05	06	07	08	09	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31



Request for Action

April 28, 2025

Approved by: Reece Bertholf, City Manager

Originating Department: City Manager

By: Reece Bertholf, City Manager

Agenda Section
Other Business

Item Number
12.1

Agenda Title

Exchange of communication between members of the city council

Upcoming Meetings and Events:

May 1	6:00 p.m.	Bike Rodeo @ Golden Valley City Hall
May 5	7:00 p.m.	Human Rights Commission Meeting
May 6	7:00 p.m.	Planning Commission Meeting
May 12	7:00 p.m.	City Council Meeting