



**New Brighton City Council
Business Meeting Agenda
New Brighton City Hall | Council Chambers
803 Old Highway 8 NW, New Brighton, MN 55112
6:30 PM November 25, 2025**

Members of the City Council will attend the meeting in person unless eligible to attend remotely per MN Stat. 13D.02

To participate in this meeting, members of the public may:

- **Attend the meeting in person.**
- **Watch the meeting electronically.** Tune into CTV Channel 8023 (CenturyLink) or Channel 16 (Comcast). To observe the meeting as a livestream or a webcast, visit [NBMN.info/View-A-Meeting](https://nbnm.info/View-A-Meeting)
- **Join the meeting electronically.** Members of the public who need to interact with our public officials about agenda items, City Administration, and matters that are otherwise of public concern to the City Council but are unable to or not comfortable attending the meeting in person, may join the meeting electronically at: <https://newbrightonmn.gov/zoom> (no app needed), by scanning the QR Code on the right, or by using their Zoom app to join and entering: Meeting ID 898 6240 2361, Passcode 867530



I. Call to Order and Roll Call

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

II. Pledge of Allegiance

III. Public Comment Forum

IV. Approval of Agenda

V. Special Order of Business

1. Proclamation Recognizing Eagle Scout Ray Fieberg

VI. Consent Agenda

1. Consider Approval of Payments

2. Consider Approval of City Council Minutes
 - a. 2025.10.28 City Council Minutes
 - b. 2025.10.28 City Council Worksession Minutes
3. Accept Receipt of Commission Minutes
 - a. 2025.09.18 Equity Commission Minutes
4. Consider Approval of Temporary Liquor License for St. John the Baptist Church's Annual Wines to Wishes Fundraiser Event on January 31, 2026
5. Consider Request of Gambling Exempt Permit Application for St. John the Baptist Church's Annual Wines to Wishes Fundraiser Event on January 31, 2026
6. Consider Request of Gambling Exempt Permit Application for the New Brighton Sportsmen's Club 2026 "Fun for All Raffle" on Sunday, February 3, 2026
7. Consider a Resolution authorizing staff to enter into a five-year agreement governing Ramsey County SCORE Grant Funds and Establishing the 2026 Recycling Service Charge.
8. Consider Approval of Updates to the City's Purchasing Policy Included in the Employee Handbook Addendum
9. City Project No. 25-10, Water Treatment Plant #1 Greensand Filter Effluent Valve Additions
10. Replace Heaters at Water Treatment Plant #1
11. Consider Resolution Approving Massage Salon License for Hongman Li (Brighton Wellness) and Personal Service Massage License for Lisha Luo Contingent on Premises Inspection
12. Consider Authorizing Staff to Execute Professional Services Agreement with Complete Health Environmental and Safety Services (CHESS)
13. Consider Resolution Authorizing Transfers of Funds for Internal Financing of Parks Capital Projects
14. Consider Professional Services Agreement with ZMD Engineered Solutions, LLC for City Project 25-12 Public Safety Roof and Skylight Replacement
15. Consider Resolution Certifying Delinquent Utility Accounts and Past Due Accounts Receivables Invoices to be Payable with 2026 Property Taxes
16. Consider Approval of 2026-2028 Master Labor Agreement between Law Enforcement Labor Services Local No. 263 and the City of New Brighton
17. Consider Memorandum of Understanding between Law Enforcement Labor Services

Local No. 263 and the City of New Brighton to establish a check up from the neck up program.

18. Consider Memorandum of Understanding between Law Enforcement Labor Services Local No. 263 and the City of New Brighton to establish vacation buy-back as a one time option for employees to cash out accrued vacation hours for 2025.
19. Consider Approval of 2026-2028 Master Labor Agreement between Law Enforcement Labor Services Local No. 113 and the City of New Brighton.
20. Consider Memorandum of Understanding between Law Enforcement Labor Services Local No. 113 and the City of New Brighton to establish a check up from the neck-up program.
21. Consider Memorandum of Understanding between Law Enforcement Labor Services Local No. 113 and the City of New Brighton to establish vacation buy-back as a one-time option for employees to cash out accrued vacations hours for 2025.

VII. Public Hearings

1. Public Hearing for Small Restaurant, On-Sale Intoxicating Liquor License for Lisbeth Restaurant including Sunday Sales and Exterior Public Area.
 - a. Resolution Approving Small Restaurant, On-Sale Intoxicating Liquor License for Lisbeth Restaurant including Sunday Sales and Exterior Public Area.
2. Conduct a Public Hearing to Solicit Public Comment on the 2026 Proposed Budget and 2026 Proposed Property Tax Levies

VIII. Council Business

1. Housing Action Plan Introduction & Survey

IX. Commission Liason Reports, Announcements, and Updates

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

X. Adjournment

Proclamation

WHEREAS, Ray Fieberg began his scouting journey as a first grader in Pack 412, and continued his commitment to scouting and personal development in Troop 412 where Ray, known for his spirited and likeable personality (and for eating raw onions like they were apples), built lasting friendships over the years as he camped, rode ATVs, and built catapults while earning 32 merit badges, contributing to service projects, and gaining important skills including outdoor and technical skills such as knot-tying; and,

WHEREAS, Ray experienced unique opportunities during the COVID-19 pandemic, including leading younger scouts in Zoom patrol meetings and attending an insulated version of Tomahawk summer camp where interactions between troops were limited; and

WHEREAS, Ray has been a dedicated member of the Irondale Marching Knights and Drumline for four years, and despite intense school-year commitments to music programs, continued his involvement in scouting through participation in high adventure programs such as SeaBase, serving as a counselor at Kiwanis Scout Camp, assisting with Cub Scout events, and engaging in campouts, service projects, and meetings whenever possible; and

WHEREAS, Ray has demonstrated leadership, perseverance, and commitment to service, embodying the values and ideals of the Boy Scouts of America as he designed and oversaw the construction of two major items for Dr. Longabaugh and the Irondale band program for his Eagle Scout Project. This included a wooden shelving unit for drum pads and folders and a large wooden cabinet for percussion instruments with foam cutouts to organize instruments; and

WHEREAS, this Eagle Scout project challenged Ray to lead a diverse crew including family, neighbors, friends, parents from the troop, older scouts, and younger scouts he had never met, requiring him to design clear written instructions, communicate effectively, adapt to unexpected obstacles, and maintain calm and focus throughout; and

WHEREAS, Ray is enrolled at Dunwoody College of Technology in the Electrical Construction and Maintenance program and aspires to work as an electrician upon his graduation in 2027;

NOW, THEREFORE I, Kari Niedfeldt-Thomas, Mayor of the City of New Brighton, Minnesota do hereby congratulate:

Ray Fieberg

on earning the rank of Eagle Scout, commend him for his dedication to community service, leadership, and personal growth, and wish him continued success in all future endeavors.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Brighton, Minnesota to be affixed this 25th day of November, 2025.



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|------------------------|-------------------|
| Agenda Section: | Consent Agenda |
| Report Date: | 10/13/2025 |
| Meeting Date: | November 25, 2025 |

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of Payments

Action Requested:

| | |
|-----------------|------------------|
| Public Hearing: | Motion: X |
| Discussion: | Informational: |

Form of Action:

| | |
|---------------------|------------------------|
| Resolution: | Ordinance: |
| Contract/Agreement: | N/A or Other: X |

Votes Needed:

| | |
|-------------------|----------|
| 3 Votes: X | 4 Votes: |
| 5 Votes: | N/A: |

| | | | | | | | | | |
|---------------------------|--|------|----------------|------|----------------|--------|--------------|---------------|-----------------------|
| Summary Statement: | <p>The following summary of claims have been submitted to the City’s Finance Department for payment. A detailed listing is also attached.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>EFT:</td> <td>\$3,117,450.79</td> </tr> <tr> <td>ACH:</td> <td>\$3,143,369.34</td> </tr> <tr> <td>Check:</td> <td>\$139,817.85</td> </tr> <tr> <td>Total:</td> <td>\$6,400,637.98</td> </tr> </table> | EFT: | \$3,117,450.79 | ACH: | \$3,143,369.34 | Check: | \$139,817.85 | Total: | \$6,400,637.98 |
| EFT: | \$3,117,450.79 | | | | | | | | |
| ACH: | \$3,143,369.34 | | | | | | | | |
| Check: | \$139,817.85 | | | | | | | | |
| Total: | \$6,400,637.98 | | | | | | | | |

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

Applicable The Council Meeting immediately following the disbursement of funds.

| | |
|-------------------|--|
| Deadlines: | |
|-------------------|--|

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|--------------------------|---|
| Community Impact: | All payments of claims are accounted for in the City’s budgets and/or long-term financial plans and may be funded by the community through the property tax levy, user fees or other charges. |
|--------------------------|---|

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

| | | |
|----------------------------|---------------------------------------|------------------------------------|
| Strategic Priority: | Sustainable & Reliable Infrastructure | Operational Effectiveness X |
| | Environment & Sustainability | Diverstiy, Equity Inclusion |
| | Livable Community | N/A |

| | | | | |
|-----------------------|--|-----------------|---------------------|----------------------------|
| Fiscal Impact: | Financial Impact: Is there a financial consideration? | | No | Yes: \$6,400,637.98 |
| | Financing Sources: | Budgeted | Budget Modification | |
| | New Revenue | Use of Reserves | Other | |

| | | | |
|---------------------|---|----|---|
| Attachments: | <table border="1"> <tr> <td>1.</td> <td>VI_1 Consider Approval of Payments Xcel</td> </tr> </table> | 1. | VI_1 Consider Approval of Payments Xcel |
| 1. | VI_1 Consider Approval of Payments Xcel | | |

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

| Check Date | Payee | Description | Amount |
|------------|--------------------------|---|------------------|
| 10/11/2025 | A-1 VACUUM CLEANER-CC | NBCC VACUUM BELTS | 27.92 |
| 10/11/2025 | A-1 VACUUM CLEANER-CC | NBCC VACUUM BELTS | 2.48 |
| | | | <u>30.40</u> |
| 10/11/2025 | A1 RENT IT - CC | CONXRETE FOR PAD @ LIONS PARK | 395.00 |
| 10/11/2025 | A1 RENT IT - CC | CONXRETE FOR PAD @ LIONS PARK | 33.67 |
| 10/11/2025 | A1 RENT IT - CC | REFUND FOR TRAILER RETURN | (112.63) |
| 10/11/2025 | A1 RENT IT - CC | REFUND FOR TRAILER RETURN | (23.02) |
| | | | <u>293.02</u> |
| 10/11/2025 | ACCO BRANDS-CC | WHITEBOARD FOR SQUAD ROOM | 847.00 |
| 10/11/2025 | ACCO BRANDS - CC | | |
| 10/11/2025 | ACCO BRANDS - CC | WHITEBOARD FOR SQUAD ROOM | 62.56 |
| | | | <u>909.56</u> |
| 10/11/2025 | Ace Waste-cc | AUGUST WASTE DISPOSAL SERVICES | 352.39 |
| 10/11/2025 | Ace Waste-cc | AUGUST WASTE DISPOSAL SERVICES | 1,192.26 |
| 10/11/2025 | Ace Waste-cc | AUGUST WASTE DISPOSAL SERVICES | 1,945.79 |
| 10/11/2025 | Ace Waste-cc | AUGUST WASTE DISPOSAL SERVICES | 530.49 |
| 10/11/2025 | Ace Waste-cc | AUGUST WASTE DISPOSAL SERVICES | 1,090.26 |
| 10/11/2025 | Ace Waste-cc | AUGUST WASTE DISPOSAL SERVICES | 452.13 |
| 10/11/2025 | Ace Waste-cc | OCTOBER WASTE DISPOSAL SERVICES | 352.39 |
| 10/11/2025 | Ace Waste-cc | OCTOBER WASTE DISPOSAL SERVICES | 1,090.26 |
| 10/11/2025 | Ace Waste-cc | OCTOBER WASTE DISPOSAL SERVICES | 2,047.79 |
| 10/11/2025 | Ace Waste-cc | OCTOBER WASTE DISPOSAL SERVICES | 530.49 |
| 10/11/2025 | Ace Waste-cc | OCTOBER WASTE DISPOSAL SERVICES | 1,090.26 |
| 10/11/2025 | Ace Waste-cc | OCTOBER WASTE DISPOSAL SERVICES | 350.13 |
| | | | <u>11,024.64</u> |
| 10/11/2025 | AED SUPERSTORE-cc | CPR MANEQUIN SSUPPLIES | 246.00 |
| 10/11/2025 | ALDI - CC | MOCKTAIL PROGRAM SUPPLIES | 11.96 |
| 10/11/2025 | ALLDATA, INC - CC | VEHICLE DIAGNOSTICS SUBSCRIPTION | 1,500.00 |
| 10/11/2025 | ALLSTREAM - CC | HOSTED PHONE SYSTEM | 3,441.39 |
| 10/11/2025 | AMAZON WEB SERVICES - CC | HOSTED WEB SERVICES | 66.89 |
| 10/11/2025 | AMAZON.COM-cc | CLOCK FOR LUNCHROOM | 39.38 |
| 10/11/2025 | AMAZON.COM-cc | SUPER GLUE | 16.05 |
| 10/11/2025 | AMAZON.COM-cc | FOR MAINTENANCE BUILDING PATIO | 94.03 |
| 10/11/2025 | AMAZON.COM-cc | 2025 PASSPORT 11X17 WALL SIGN/ LB NUMBER TICKET ROLLS 5 | 79.98 |
| 10/11/2025 | AMAZON.COM-cc | 2025 PASSPORT 11X17 WALL SIGN/ LB NUMBER TICKET ROLLS 5 | 74.96 |
| 10/11/2025 | AMAZON.COM-cc | HDMI CABLES | 27.44 |
| 10/11/2025 | AMAZON.COM-cc | WATER JUG FOR WTP #1 | 140.49 |
| 10/11/2025 | AMAZON.COM-cc | WATER JUG FOR WTP #1 | 11.37 |
| 10/11/2025 | AMAZON.COM-cc | CHAPS | 299.85 |
| 10/11/2025 | AMAZON.COM-cc | MAGNETS | 26.98 |
| 10/11/2025 | AMAZON.COM-cc | TREE STAKES | 341.72 |
| 10/11/2025 | AMAZON.COM-cc | CLEANING MATERIAL WTP #1 | 337.76 |
| 10/11/2025 | AMAZON.COM-cc | CASE FOR TABLET- SPRINGER | 33.33 |
| 10/11/2025 | AMAZON.COM-cc | MOP FOR BATHROOM/SHOWER WTP #1 | 31.98 |
| 10/11/2025 | AMAZON.COM-cc | #1507 EXHAUST MANIFOLD CLAMP | 41.16 |
| 10/11/2025 | AMAZON.COM-cc | TRIMMER HEAD KITS PARKS TRIMMERS | 63.52 |
| 10/11/2025 | AMAZON.COM-cc | TERMINAL CONNECTORS SHOP | 16.38 |
| 10/11/2025 | AMAZON.COM-cc | TOMMY SCREW PARKS POLE SAW | 16.97 |
| 10/11/2025 | AMAZON.COM-cc | WIFI ADAPTER | 21.98 |
| 10/11/2025 | AMAZON.COM-cc | HDMI AND BATTERY | 53.25 |
| 10/11/2025 | AMAZON.COM-cc | MICRO HDMI ADAPTER | 32.64 |
| 10/11/2025 | AMAZON.COM-cc | THERMO COUPLES | 39.96 |
| 10/11/2025 | AMAZON.COM-cc | PHONE CASES (2) | 49.96 |

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

| Check Date | Payee | Description | Amount |
|------------|-------------------------|--|-----------------|
| 10/11/2025 | AMAZON.COM-cc | PUBLIC SAFETY COFFEE CREAMER | 29.64 |
| 10/11/2025 | AMAZON.COM-cc | PAPER FOR PUB ED | 106.43 |
| 10/11/2025 | AMAZON.COM-cc | CLIPBOARD AND BATTERIES | 100.56 |
| 10/11/2025 | AMAZON.COM-cc | PENS AND BREAST CANCER AWARENESS PINS | 36.80 |
| 10/11/2025 | AMAZON.COM-cc | TAPE FOR EVIDENCE ROOM | 40.32 |
| 10/11/2025 | AMAZON.COM-cc | COOKIE TRAYS FOR FIRE OPEN HOUSE | 59.99 |
| 10/11/2025 | AMAZON.COM-cc | SWEETNER FOR COFFEE/TEA AT CITY HALL - 2 BOXES | 57.98 |
| 10/11/2025 | AMAZON.COM-cc | MISCELLANEOUS PENS FOR LICENSE BUREAU | 90.00 |
| | | WIPES FOR THE EYE MACHINE IN THE LICENSE BUREAU - 3 BOXES | |
| | | WITH 2 PAILS IN EACH BOX | 465.57 |
| 10/11/2025 | AMAZON.COM-cc | SMALL ENVELOPES FOR THE PASSPORT OFFICE - 3 BOXES | 86.25 |
| | | TWO - W1480A TONER CARTRIDGES FOR THE PRINTERS IN THE | |
| | | LICENSE BUREAU | 274.46 |
| 10/11/2025 | AMAZON.COM-cc | VOLLEYBALLS | 79.94 |
| 10/11/2025 | AMAZON.COM-cc | VOLLEYBALLS | 6.70 |
| 10/11/2025 | AMAZON.COM-cc | SWIM LESSONS PARTICIPANT SUPPLIES | 39.68 |
| 10/11/2025 | AMAZON.COM-cc | 2 - CF289YC TONER CARTRIDGES FOR LICENSE BUREAU | 772.96 |
| | | POST-IT ARROWS FLAGES, ASSORTED BRIGHT COLORS, 6 PACKS FOR | |
| | | TERRI SPANGRUD | 28.73 |
| 10/11/2025 | AMAZON.COM-cc | PHONE CASE AND SCREWDRIVER SET | 53.24 |
| 10/11/2025 | AMAZON.COM-cc | TEA FOR CITY HALL | 14.98 |
| | | LYSOL DISINFECTANT WIPES FOR THE PASSPORT OFFICE/LICENSE | |
| | | BUREAU-PACK OF 4 CONTAINERS | 44.88 |
| 10/11/2025 | AMAZON.COM-cc | GOALIE GLOVES + PINNIES FOR SOCCER | 135.79 |
| 10/11/2025 | AMAZON.COM-cc | TAILS ON THE TRAILS SUPPLIES | 101.36 |
| 10/11/2025 | AMAZON.COM-cc | PUMPKIN WALK SUPPLIES/GS SUPPLIES | 29.98 |
| 10/11/2025 | AMAZON.COM-cc | PUMPKIN WALK SUPPLIES/GS SUPPLIES | 11.89 |
| 10/11/2025 | AMAZON.COM-cc | OFFICE SUPPLIES | 53.34 |
| 10/11/2025 | AMAZON.COM-cc | OFFICE SUPPLIES | 93.04 |
| 10/11/2025 | AMAZON.COM-cc | NBCC EXIT SIGNAGE | 7.99 |
| 10/11/2025 | AMAZON.COM-cc | NBCC EXIT SIGNAGE | 0.67 |
| 10/11/2025 | AMAZON.COM-cc | NBCC EAGLES NEST EQUIPMENT | 16.99 |
| 10/11/2025 | AMAZON.COM-cc | NBCC EAGLES NEST EQUIPMENT | 1.42 |
| 10/11/2025 | AMAZON.COM-cc | NBCC TOOLS | 27.19 |
| 10/11/2025 | AMAZON.COM-cc | NBCC TOOLS | 2.28 |
| 10/11/2025 | AMAZON.COM-cc | NBCC POWER STRIP | 36.79 |
| 10/11/2025 | AMAZON.COM-cc | NBCC POWER STRIP | 3.08 |
| | | | 4,802.06 |
| 10/11/2025 | VOID | VOID CHECK | ** VOIDED ** |
| 10/11/2025 | AMERICAN RED CROSS - CC | 4 CPR CERTS | 160.00 |
| 10/11/2025 | AMERICAN RED CROSS - CC | 14 CPR CERTS | 560.00 |
| 10/11/2025 | AMERICAN RED CROSS - CC | 7 CPR CERTS | 280.00 |
| | | | 1,000.00 |
| 10/11/2025 | APPLE SPICE - CC | INTERVIEW PANEL LUNCH | 114.60 |
| 10/11/2025 | APPLE SPICE - CC | TRAINING DAY LUCNH | 535.29 |
| | | | 649.89 |
| 10/11/2025 | Aramark-cc | COFFEE MACHINE MAINTENANCE AT CITY HALL | 171.22 |
| 10/11/2025 | Aramark-cc | COFFEE SUPPLIES | 406.82 |
| | | | 578.04 |
| 10/11/2025 | ARBY'S - CC | LUNCH FOR SWAT TRAINING 9/30/2025 | 12.50 |
| 10/11/2025 | ARROWWOOD RESORT -cc | MNGFOA ANNUAL CONFERENCE - HAYS | 272.46 |
| 10/11/2025 | ARROWWOOD RESORT -cc | MNGFOA ANNUAL CONFERENCE - INGEBRAND | 272.46 |
| | | | 544.92 |
| 10/11/2025 | ARROWWOOD RESORT -cc | MNGFOA CONFERENCE HOTEL JZ | 272.46 |
| 10/11/2025 | ARROWWOOD RESORT -cc | MNGFOA CONFERENCE HOTEL JZ | 136.23 |

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

| Check Date | Payee | Description | Amount |
|------------|--------------------------------|--|------------------|
| 10/11/2025 | ARROWWOOD RESORT -cc | MNGFOA CONFERENCE HOTEL - GF | 408.69 |
| | | | <u>817.38</u> |
| 10/11/2025 | Aspen Mills-cc | E. DRADER INITIAL UNIFORM | 1,445.92 |
| 10/11/2025 | Aspen Mills-cc | M. MOORE INITIAL POLICE UNIFORM | 2,424.00 |
| 10/11/2025 | Aspen Mills-cc | M. MOORE NAR COMBAT CASE | 46.98 |
| 10/11/2025 | Aspen Mills-cc | S. KELLY INITIAL UNIFORM | 2,376.21 |
| 10/11/2025 | Aspen Mills-cc | S. KELLY CAP | 130.95 |
| 10/11/2025 | Aspen Mills-cc | T. HAMDORF UNDERVEST SHIRT, CAN CASE MARK | 127.85 |
| 10/11/2025 | Aspen Mills-cc | M. MOORE DL CLIP | 49.95 |
| 10/11/2025 | Aspen Mills-cc | E. DRADER JACKET | 253.20 |
| | | | <u>6,855.06</u> |
| 10/11/2025 | ASTLEFORD INTERNATIONAL-cc | #1405 FUEL FILTER KIT | 50.30 |
| 10/11/2025 | ATHLETIC OUTFITTERS - CC | SHIRTS FOR SILVERA 5K | 227.06 |
| 10/11/2025 | ATLASSIAN - CC | HOSTED KNOWLEDGEBASE | 10.00 |
| 10/11/2025 | AUDIO VIDEO ELECTRONICS - CC | NBCC - AV INSTALL (ROOMS 218, 220, 224, & COMMUNITY ROOM) | 11,724.94 |
| 10/11/2025 | AUDIO VIDEO ELECTRONICS - CC | NBCC AV REPAIR - ROOMS 211 AND 216 | 3,035.30 |
| | | | <u>14,760.24</u> |
| 10/11/2025 | Batteries Plus-cc | BATTERY HAZMAT TRAILER | 20.15 |
| 10/11/2025 | Batteries Plus-cc | #2206 BATTERY | 155.95 |
| | | | <u>176.10</u> |
| 10/11/2025 | BEACH'S LONG LAKE SERVICE - CC | PROPANE SHOP | 37.63 |
| 10/11/2025 | BEACH'S LONG LAKE SERVICE - CC | PROPANE SHOP | 3.15 |
| | | | <u>40.78</u> |
| 10/11/2025 | BEISSWENGERS HARDWARE-cc | COPY OF KEY FOR LISCENCE BUREAU | 5.27 |
| 10/11/2025 | BEISSWENGERS HARDWARE-cc | SLEEVE ANCHORS | 30.24 |
| 10/11/2025 | BEISSWENGERS HARDWARE-cc | SLEEVE ANCHORS | 2.53 |
| 10/11/2025 | BEISSWENGERS HARDWARE-cc | NEW PARTS/ TOOL ORGANIZER FOR TRUCK | 32.99 |
| 10/11/2025 | BEISSWENGERS HARDWARE-cc | NEW PLIERS TO REPLACE LOST ONES | 15.89 |
| 10/11/2025 | BEISSWENGERS HARDWARE-cc | TOOLS TO FIT IRRIGATION | 22.98 |
| 10/11/2025 | BEISSWENGERS HARDWARE-cc | EMPTY SPRAY BOTTLES FOR AQUA HAWK | 9.18 |
| 10/11/2025 | BEISSWENGERS HARDWARE-cc | SUPPLIES FOR STREETLIGHTS | 25.97 |
| 10/11/2025 | BEISSWENGERS HARDWARE-cc | SUPPLIES FOR STREETLIGHTS | 73.95 |
| 10/11/2025 | BEISSWENGERS HARDWARE-cc | DRILL BITS FOR DUTY TRUCK | 41.99 |
| 10/11/2025 | BEISSWENGERS HARDWARE-cc | #2004 HARDWARE FOR MOUNT | 8.73 |
| 10/11/2025 | BEISSWENGERS HARDWARE-cc | BOLTS/ NUTS SHOP | 18.74 |
| 10/11/2025 | BEISSWENGERS HARDWARE-cc | #2502 NUTS & BOLTS | 49.36 |
| 10/11/2025 | BEISSWENGERS HARDWARE-cc | PVC PIPE FOR RICE CREEK WATER SHED @ HANSEN | 13.99 |
| 10/11/2025 | BEISSWENGERS HARDWARE-cc | PVC PIPE FOR RICE CREEK WATER SHED @ HANSEN | 1.17 |
| 10/11/2025 | BEISSWENGERS HARDWARE-cc | BATTERIES FOR FIREARM RANGE LANES | 237.34 |
| 10/11/2025 | BEISSWENGERS HARDWARE-cc | BATTERIES FOR FIREARM RANGE LANES | 219.00 |
| 10/11/2025 | BEISSWENGERS HARDWARE-cc | NUTS AND BOLTS FOR ATTACHING FIRE TRUCK TABLETS | 13.92 |
| 10/11/2025 | BEISSWENGERS HARDWARE-cc | DOOR STOPPER | 21.58 |
| 10/11/2025 | BEISSWENGERS HARDWARE-cc | DOOR STOPPER | 1.81 |
| 10/11/2025 | BEISSWENGERS HARDWARE-cc | SUPPLIES FOR SQUAD ROOM | 35.98 |
| 10/11/2025 | BEISSWENGERS HARDWARE-cc | LAMPS FOR OFFICE | 12.99 |
| 10/11/2025 | BEISSWENGERS HARDWARE-cc | LAMPS FOR OFFICE | 1.09 |
| 10/11/2025 | BEISSWENGERS HARDWARE-cc | NBCC - MISC FASTENERS | 2.38 |
| 10/11/2025 | BEISSWENGERS HARDWARE-cc | NBCC - MISC FASTENERS | 0.20 |
| 10/11/2025 | BEISSWENGERS HARDWARE-cc | BATTERIES FOR FIREARM RANGE LANES (CREDIT BACK WRONG CHARGE) | (237.34) |
| | | | <u>661.93</u> |

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

| Check Date | Payee | Description | Amount |
|------------|-------------------------------------|---|-----------------|
| 10/11/2025 | BENTLEY SYSTEMS - CC | OPENROADS SIGNCAD SELECT SUBSCRIPTION 09/17/2025 - 09/16/2026 | 1,198.00 |
| 10/11/2025 | BEST BUY - CC | TV FOR SQUAD ROOM | 129.99 |
| 10/11/2025 | BEST BUY - CC | TV FOR SQUAD ROOM | 11.53 |
| 10/11/2025 | BEST BUY - CC | TVS FOR SQUAD ROOM (MAX 3 FOR SALE PRICE) | 389.97 |
| 10/11/2025 | BEST BUY - CC | TVS FOR SQUAD ROOM (MAX 3 FOR SALE PRICE) | 32.65 |
| 10/11/2025 | BEST BUY - CC | TVS FOR SQUAD ROOM (MAX 3 FOR SALE) | 389.97 |
| 10/11/2025 | BEST BUY - CC | TVS FOR SQUAD ROOM (MAX 3 FOR SALE) | 32.65 |
| | | | <u>986.76</u> |
| 10/11/2025 | BIEDLER'S ELECTRIC MOTOR - CC | BACKPACK STRAPS FOR MILLWAUKEE VACCUUM | 67.53 |
| 10/11/2025 | BIEDLER'S ELECTRIC MOTOR - CC | BACKPACK STRAPS FOR MILLWAUKEE VACCUUM | 5.66 |
| | | | <u>73.19</u> |
| 10/11/2025 | BLAINE CUSTOM APPAREL & AWARDS - CC | ENGRAVING PLAQUES | 94.87 |
| 10/11/2025 | BRIGHTON UNIQUE AUTO INC - CC | #1506 A/C CONDENSER | 1,230.26 |
| 10/11/2025 | BRIGHTON UNIQUE AUTO INC - CC | #1506 A/C CONDENSER | 35.19 |
| | | | <u>1,265.45</u> |
| 10/11/2025 | BROADCAST MUSIC INC-CC | P & R ANNUAL BMI SUBSCRIPTION | 607.24 |
| 10/11/2025 | CAP CARPET & FLOORING LLC - CC | NBCC ROOM 100 BASE INSTALLATION AND FITNESS CENTER TRANSITION REPAIR | 786.25 |
| 10/11/2025 | CAP CARPET & FLOORING LLC - CC | NBCC ROOM 100 BASE INSTALLATION AND FITNESS CENTER TRANSITION REPAIR | 290.00 |
| | | | <u>1,076.25</u> |
| 10/11/2025 | CENTURYLINK - CC | PHONE SERVICE | 248.84 |
| 10/11/2025 | CENTURYLINK - CC | PHONE SERVICE | 134.38 |
| 10/11/2025 | CENTURYLINK - CC | PHONE SERVICE | 373.26 |
| 10/11/2025 | CENTURYLINK - CC | PHONE SERVICE | 61.79 |
| 10/11/2025 | CENTURYLINK - CC | PHONE SERVICE | 66.74 |
| 10/11/2025 | CENTURYLINK - CC | PHONE SERVICE | 61.79 |
| 10/11/2025 | CENTURYLINK - CC | PHONE SERVICE | 186.63 |
| | | | <u>1,133.43</u> |
| 10/11/2025 | CHIC-FIL-A - CC | LUNCH FOR FAITH COMMUNITY PARTNERSHIP MEETING | 182.37 |
| 10/11/2025 | CHUCK & DON'S - CC | DOG FOOD FOR TATER | 80.49 |
| 10/11/2025 | CHUCK & DON'S - CC | DOG FOOD FOR TATER | 80.62 |
| | | | <u>161.11</u> |
| 10/11/2025 | CINTAS - CC | FLOOR MATS & SUPPLIES FOR CITY HALL | 452.80 |
| 10/11/2025 | CINTAS - CC | NBCC FLOOR MAT CLEANING | 478.33 |
| | | | <u>931.13</u> |
| 10/11/2025 | CLEARSCAPE - CC | CP24-1 IRRIGATION REPAIRS | 332.30 |
| 10/11/2025 | COLLINS ELECTRICAL + TECHNOLOGY -CC | WIRING FOR COMMUNITY CENTER PHONES | 5,815.00 |
| 10/11/2025 | COMCAST CABLE-cc | PHONE SERVICE | 130.94 |
| 10/11/2025 | COMCAST CABLE-cc | PHONE SERVICE | 264.29 |
| 10/11/2025 | COMCAST CABLE-cc | PHONE SERVICE | 75.24 |
| 10/11/2025 | COMCAST CABLE-cc | PHONE SERVICE | 75.24 |
| 10/11/2025 | COMCAST CABLE-cc | PHONE SERVICE | 172.51 |
| 10/11/2025 | COMCAST CABLE-cc | INTERNET SERVICE | 131.31 |
| 10/11/2025 | COMCAST CABLE-cc | INTERNET SERVICE | 181.26 |
| 10/11/2025 | COMCAST CABLE-cc | CABLE TV | 149.52 |
| 10/11/2025 | COMCAST CABLE-cc | NBCC CABLE | 130.21 |
| | | | <u>1,310.52</u> |
| 10/11/2025 | COMMERCIAL RECREATION SPECIAL - CC | NBCC - EAGLES NEST SAFETY MAT | 870.00 |
| 10/11/2025 | COMMERS CONDITIONED WATER-cc | NBCC SALT FOR WATER SOFTNER | 39.00 |

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

| Check Date | Payee | Description | Amount |
|------------|-------------------------------------|--|-----------------|
| 10/11/2025 | Continental Research Corporation-cc | CHEMICALS FOR SEWER (SANITARY) LIFT STATION CLEANING | 600.00 |
| 10/11/2025 | CORE & MAIN - CC | APRONS FOR STORM PIPE | 495.00 |
| 10/11/2025 | COSTCO WHOLESale-CC | HEALTHY SNAKCS FOR WELLNESS COMMITTEE | 134.96 |
| 10/11/2025 | COSTCO WHOLESale-CC | PAPER PRODUCTS FOR PUBLIC SAFETY KITCHEN | 144.44 |
| 10/11/2025 | COSTCO WHOLESale-CC | PAPER PRODUCTS FOR PUBLIC SAFETY KITCHEN | 12.06 |
| 10/11/2025 | COSTCO WHOLESale-CC | CANDY/H2O FOR RESALE | 295.88 |
| 10/11/2025 | COSTCO WHOLESale-CC | SENIOR LEAGUE LUNCH | 59.90 |
| 10/11/2025 | COSTCO WHOLESale-CC | THRIVEXPO SUPPLIES | 111.48 |
| 10/11/2025 | COSTCO WHOLESale-CC | SODA/ PLATES/BOWLS FOR RESALE | 58.47 |
| 10/11/2025 | COSTCO WHOLESale-CC | SODA/ PLATES/BOWLS FOR RESALE | 60.96 |
| 10/11/2025 | COSTCO WHOLESale-CC | SODA FOR RESALE | 19.49 |
| | | | <u>897.64</u> |
| 10/11/2025 | CRAGUNS LODGE AND GOLF RE-cc | B. KREBSBACH LODGING FOR MCPA FALL LEADERSHIP CONFERENCE | 225.48 |
| 10/11/2025 | CUB FOODS-cc | HAND SANITIZER FOR BACTISS | 14.97 |
| 10/11/2025 | CUB FOODS-cc | DONUTS FOR COFFEE WITH A COP | 23.96 |
| 10/11/2025 | CUB FOODS-cc | MOCKTAIL PROGRAM SUPPLIES | 79.42 |
| 10/11/2025 | CUB FOODS-cc | THRIVE COOKIES | 194.46 |
| 10/11/2025 | CUB FOODS-cc | BINGO AND BREAKFAST SUPPLIES | 115.99 |
| | | | <u>428.80</u> |
| 10/11/2025 | DALCO ENTERPRISES, INC-cc | KNIVES | 40.95 |
| 10/11/2025 | DALCO ENTERPRISES, INC-cc | PUMICE SOAP | 99.63 |
| 10/11/2025 | DALCO ENTERPRISES, INC-cc | TOILET PAPER FOR NEIGHBORHOOD SHELTERS | 170.74 |
| 10/11/2025 | DALCO ENTERPRISES, INC-cc | CLEANING SUPPLIES | 94.31 |
| 10/11/2025 | DALCO ENTERPRISES, INC-cc | FLOOR SRUBBER REPAIR | 2,444.00 |
| 10/11/2025 | DALCO ENTERPRISES, INC-cc | FLOOR SCRUBBER REPAIR | 60.00 |
| 10/11/2025 | DALCO ENTERPRISES, INC-cc | FLOOR SCRUBBER REPAIR | 1,376.50 |
| | | | <u>4,245.18</u> |
| 10/11/2025 | DELTA AIR-cc | IACP CONFERENCE AIRFAIR MSP-DEN | 376.97 |
| 10/11/2025 | DELTA AIR-cc | NATIONAL TRAINING - AIR FARE - JH | 328.97 |
| | | | <u>705.94</u> |
| 10/11/2025 | DEM-CON LANDFILL - CC | LANDFILL STUMPS | 123.50 |
| 10/11/2025 | DEPARTMENT OF LABOR AND INDUSTRY-cc | PUBLIC SAFETY ANNUAL ELEVATOR OPER | 145.00 |
| 10/11/2025 | DIAMOND SPEED PRODUCTS INC - CC | NEW BLADES FOR THE TARGET SAW | 588.00 |
| 10/11/2025 | DIRTROAD APP - CC | NBPR EV CHARGE - VEHICLE 2206 | 3.00 |
| 10/11/2025 | DIRTROAD APP - CC | NBPR EV CHARGE - VEHICLE 2206 | 14.98 |
| 10/11/2025 | DIRTROAD APP - CC | NBPR EV CHARGE - VEHICLE 2506 | 13.48 |
| 10/11/2025 | DIRTROAD APP - CC | NBPR EV CHARGE - VEHICLE 2506 | 3.00 |
| 10/11/2025 | DIRTROAD APP - CC | DIRTROAD APP SUBSCRIPTION | (18.00) |
| | | | <u>16.46</u> |
| 10/11/2025 | DIRTROAD APP - CC | DIRTROAD | 12.14 |
| 10/11/2025 | DIRTROAD APP - CC | DIRTROAD | 3.00 |
| 10/11/2025 | DIRTROAD APP - CC | DIRTROAD | 12.41 |
| 10/11/2025 | DIRTROAD APP - CC | DIRTROAD | 11.60 |
| 10/11/2025 | DIRTROAD APP - CC | ELECTRIC CAR | 12.98 |
| 10/11/2025 | DIRTROAD APP - CC | ELECTRIC CAR | 1.29 |
| 10/11/2025 | DIRTROAD APP - CC | ELECTRIC CAR | 5.31 |
| 10/11/2025 | DIRTROAD APP - CC | ELECTRIC CAR | 9.97 |
| 10/11/2025 | DIRTROAD APP - CC | ELECTRIC CAR | 3.00 |
| 10/11/2025 | DIRTROAD APP - CC | EV CHARGE - P&R VOLT | 7.71 |
| 10/11/2025 | DIRTROAD APP - CC | EV MONTHLY CHARGE | 3.00 |
| | | | <u>82.41</u> |
| 10/11/2025 | DLT SOLUTIONS, LLC - CC | 2025 ANNUAL SUBSCRIPTION RENEWAL | 2,691.52 |

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

| Check Date | Payee | Description | Amount |
|------------|-------------------------------------|--|-----------------|
| 10/11/2025 | DNR FOREST NURSERIES - CC | SEEDLINGS | 228.00 |
| 10/11/2025 | DNR FOREST NURSERIES - CC | SEEDLINGS | 19.12 |
| | | | <u>247.12</u> |
| 10/11/2025 | DOLLAR TREE-cc | WINDEX/WINDOW CLEANER | 4.88 |
| 10/11/2025 | ELECTRO WATCHMAN INC-cc | CHLORINE DOOR DIAG. | 235.00 |
| 10/11/2025 | ELECTRO WATCHMAN INC-cc | BURGLAR ALARM MONITORING | 792.65 |
| | | | <u>1,027.65</u> |
| 10/11/2025 | FACEBOOK - CC | FB AD TAILS ON THE TRAILS | 37.15 |
| 10/11/2025 | FINANCE & COMMERCE, INC - CC | 2025 MILL & OVERLAY BID ADVERTISEMENT | 178.20 |
| 10/11/2025 | FIRSTNET / AT&T - CC | PUBLIC SAFETY AUGUST PHONE BILL | 3,160.68 |
| 10/11/2025 | FIRSTNET / AT&T - CC | CELLULAR SERVICE | 3,406.92 |
| | | | <u>6,567.60</u> |
| 10/11/2025 | FLEET FARM - CC | SEED FOR STORM SEWER | 17.90 |
| 10/11/2025 | FLEET FARM - CC | SEED FOR STORM SEWER | 209.99 |
| 10/11/2025 | FLEET FARM - CC | WORK PANTS- BASARA | 189.96 |
| | | | <u>417.85</u> |
| 10/11/2025 | FRA-DOR BLACK DIRT & RECYC -CC | BLACK DIRT | 99.71 |
| 10/11/2025 | FULL SLATE - CC | 2025 OCT APPOINTMENT SCHEDULING SUBSCRIPTION | 49.95 |
| 10/11/2025 | GALLS-cc | BADGES FOR M. WINTERLIN, M. SUTTER, L. OLSON | 1,830.59 |
| 10/11/2025 | GENERAL PARTS GROUP - CC | MAINTENANCE FACILITY STOVE REPAIR | 385.74 |
| 10/11/2025 | GFOA - CC | 2025 ANNUAL GAAP UPDATE | 150.00 |
| 10/11/2025 | Goodin Company-cc | BLACK PIPE VALVE TRAILOR FITTINGS | 309.00 |
| 10/11/2025 | GRAFIX SHOPPE-cc | REFLECTIVE FOR VIPS VEHICLE | 113.97 |
| 10/11/2025 | Grainger-cc | SAW BLADES | 67.85 |
| 10/11/2025 | GREATLAND YEARLI - CC | FEDERAL FORM 941 FILING 3RD QTR 2025 | 5.49 |
| 10/11/2025 | GYM WORKS INC - CC | NBCC FITNESS EQUIPMENT PARTS/REPAIRS | 1,918.00 |
| 10/11/2025 | HANDY - CC | TIE DOWN STRAPS | 46.41 |
| 10/11/2025 | HANDY - CC | TIE DOWN STRAPS | 798.67 |
| | | | <u>845.08</u> |
| 10/11/2025 | HERITAGE LANDSCAPE SUPPLY GROU - CC | IRRIGATION REPAIR PARTS | 114.99 |
| 10/11/2025 | HERITAGE LANDSCAPE SUPPLY GROU - CC | SEED BLANKET | 224.04 |
| 10/11/2025 | HERITAGE LANDSCAPE SUPPLY GROU - CC | SEED BLANKET | 12.44 |
| 10/11/2025 | HERITAGE LANDSCAPE SUPPLY GROU - CC | SLIT BLANKET FOR STORM SEWER APRONS | 305.15 |
| | | | <u>656.62</u> |
| 10/11/2025 | HOME DEPOT - CC | SQUAD ROOM MAILBOXES | 213.78 |
| 10/11/2025 | HOME DEPOT - CC | SAW BLADE | 53.94 |
| | | | <u>267.72</u> |
| 10/11/2025 | HORNUNG'S GOLF PRODUCTS - CC | GRIPS | 93.77 |
| 10/11/2025 | HORNUNG'S GOLF PRODUCTS - CC | TEES | 261.78 |
| | | | <u>355.55</u> |
| 10/11/2025 | HORTON GRAND HOTEL - CC | NATIONAL TRAINING - HOTEL STAY - JH | 844.92 |
| 10/11/2025 | HULU - CC | TV SERVICE FOR PSC | 106.19 |
| 10/11/2025 | IDEAL SERVICE, INC. - CC | PREVENTION MAINTENANCE VFD'S | 270.00 |
| 10/11/2025 | IDEAL SERVICE, INC. - CC | PREVENTION MAINTENANCE VFD'S | 90.00 |
| 10/11/2025 | IDEAL SERVICE, INC. - CC | REPLACE VFD FAN @ WELL #3 | 872.00 |
| 10/11/2025 | IDEAL SERVICE, INC. - CC | REPLACE VFD @ WELL #4 | 872.00 |
| | | | <u>2,104.00</u> |
| 10/11/2025 | Innovative Office Solutions-cc | SUGAR IN THE RAW FOR CITY HALL | 44.90 |
| 10/11/2025 | Innovative Office Solutions-cc | JUMBO PAPER CLIPS & STANDARD STAPLES FOR CITY HALL | 31.28 |
| 10/11/2025 | Innovative Office Solutions-cc | RULERS | 7.84 |

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

| Check Date | Payee | Description | Amount |
|------------|--------------------------------|---|-----------------|
| 10/11/2025 | Innovative Office Solutions-cc | GENERAL OFFICE SUPPLIES | 467.88 |
| 10/11/2025 | Innovative Office Solutions-cc | GENERAL OFFICE SUPPLIES | 267.81 |
| 10/11/2025 | Innovative Office Solutions-cc | TRAINING DAY LUNCH | 537.46 |
| 10/11/2025 | Innovative Office Solutions-cc | COPY PAPER FOR LICENSE BUREAU & CITY HALL | 340.32 |
| 10/11/2025 | Innovative Office Solutions-cc | NBCC RESTROOM SUPPLIES | 922.21 |
| 10/11/2025 | Innovative Office Solutions-cc | NBCC RESTROOM SUPPLIES | 908.64 |
| | | | 3,528.34 |
| 10/11/2025 | INNOVATIVE PLASTICS - CC | OFFICE SUPPLIES- PENS, SCISSORS, WHITE OUT | 47.59 |
| 10/11/2025 | InSpec-cc | NBCC WATER INTRUSION INVESTIGATION REPORT | 4,177.50 |
| 10/11/2025 | JOHN HENRY FOSTER - CC | COMPRESSOR ANNUAL MAINTENANCE | 522.17 |
| 10/11/2025 | KATOM RESTAURANT SUPPLY - CC | MICROWAVE FOR CITY HALL | 406.81 |
| 10/11/2025 | KULLY SUPPLY-cc | NEW VALVE FOR SINK IN HOLDING CELL #1 | 244.04 |
| 10/11/2025 | KULLY SUPPLY-cc | NEW VALVE FOR SINK IN HOLDING CELL #1 | 17.39 |
| | | | 261.43 |
| 10/11/2025 | L & S SERVICE SOLUTION - CC | NBCC MONTHLY CLEANING | 5,995.00 |
| 10/11/2025 | LASTPASS US LP - CC | PASSWORD MANAGER SUBSCRIPTION | 357.00 |
| 10/11/2025 | LASTPASS US LP - CC | PASSWORD MANAGER SUBSCRIPTION | 29.94 |
| | | | 386.94 |
| 10/11/2025 | LENOVO - CC | LENOVO LAPTOP REPAIR | 500.37 |
| 10/11/2025 | LENOVO - CC | LENOVO LAPTOP REPAIR | 41.91 |
| | | | 542.28 |
| 10/11/2025 | LHB, INC - CC | HANSEN WEST PROFESSIONAL SERVICES THROUGH AUG. 22 | 11,250.00 |
| 10/11/2025 | LIFT BRIDGE LODGE - CC | E.VOLK MNAWWA CONF. HOTEL ROOM | 1,778.08 |
| 10/11/2025 | LIFT BRIDGE LODGE - CC | C. SCHLIZHTING MNAWWA CONF. HOTEL ROOM | 1,437.72 |
| 10/11/2025 | LIFT BRIDGE LODGE - CC | LODGING AWWA- HARTMAN | 1,601.24 |
| | | | 4,817.04 |
| 10/11/2025 | LITTLE CAESARS - CC | PARENTS NIGHT OUT PIZZA | 51.25 |
| 10/11/2025 | Loffler Companies, Inc-cc | P & R MONTHLY COPIER CHARGES | 423.20 |
| 10/11/2025 | MacQueen Equipment-cc | #1302 FILTERS & MIRROR | 632.94 |
| 10/11/2025 | MacQueen Equipment-cc | #1302 OIL PRESSURE SENSOR | 137.57 |
| 10/11/2025 | MacQueen Equipment-cc | #1703 BACK- UP CAMERA | 174.09 |
| | | | 944.60 |
| 10/11/2025 | MARIE RIDGEWAY & ASSOC - CC | I. CRAIG PEER SUPPORT TRAINING | 400.00 |
| 10/11/2025 | MARIE RIDGEWAY & ASSOC - CC | THERAPY RETAINER AND 3 SESSIONS | 1,280.00 |
| | | | 1,680.00 |
| 10/11/2025 | MARRIOTT HOTELS - CC | HOTEL DINNER AT BS&A CONFERENCE | 31.57 |
| 10/11/2025 | Menards-cc | GARDEN HOSE/ SPRINKLERS | 261.90 |
| 10/11/2025 | Menards-cc | TARPS FOR FIRE TRUCKS | 171.47 |
| 10/11/2025 | Menards-cc | TV MOUNTS | 179.94 |
| 10/11/2025 | Menards-cc | TV MOUNT (WRONG SIZE) | 29.99 |
| 10/11/2025 | Menards-cc | SINK FOR SQUAD ROOM | 299.00 |
| 10/11/2025 | Menards-cc | TV MOUNTS (7) (USED CREDIT FROM RETURN) | 35.00 |
| 10/11/2025 | Menards-cc | MURATIC ACID FOR CLEANING TESTING EQUIPMENT | 12.99 |
| 10/11/2025 | Menards-cc | #985 WOOD SEALER | 20.93 |
| 10/11/2025 | Menards-cc | FUEL REGULATOR FIRE DEPT. | 19.99 |
| 10/11/2025 | Menards-cc | FUEL REGULATOR FIRE DEPT. | 1.62 |
| 10/11/2025 | Menards-cc | TARPS FOR SWEEPINGS PILE | 201.98 |
| 10/11/2025 | Menards-cc | PAINT ROLLERS FOR MARKING STORM SEWER | 16.47 |
| 10/11/2025 | Menards-cc | NEW FLASHLIGHT FOR JETTER | 59.99 |
| 10/11/2025 | Menards-cc | VALVE MACHINE SPRAY PAINT | 19.77 |
| 10/11/2025 | Menards-cc | SUPPLIES TO REPAIR RISE OFFICE | 55.42 |
| 10/11/2025 | Menards-cc | NBCC FACILITY EQUIPMENT - BATTERY TESTERS | 39.71 |

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

| Check Date | Payee | Description | Amount |
|------------|-----------------------------------|---|-----------------|
| 10/11/2025 | Menards-cc | NBCC - WOMEN'S LOCKER ROOM SHOWER EQUIPMENT | 19.97 |
| 10/11/2025 | Menards-cc | NBCC - CLEANING SUPPLIES | 109.58 |
| | | | <u>1,555.72</u> |
| 10/11/2025 | MERMAID LANES & EVENT CENTER - CC | BOWLING LANE FEES | 2,945.00 |
| 10/11/2025 | METROPOLITAN COUNCIL ENVIRO - CC | PARTIAL PAYMENT FOR OCTOBER WASTE WATER SERVICES | 19,999.00 |
| 10/11/2025 | MIDC ENTERPRISES - CC | PVC FOR TRAILS | 131.58 |
| 10/11/2025 | MIDC ENTERPRISES - CC | PVC FOR TRAILS | 197.37 |
| | | | <u>328.95</u> |
| 10/11/2025 | MIDWAY FORD - CC | #1917 IGNITION SWITCH | 27.50 |
| 10/11/2025 | MIDWAY FORD - CC | #1805 SENSOR | 77.55 |
| 10/11/2025 | MIDWAY FORD - CC | #1602 TIRE SENSOR | 50.59 |
| 10/11/2025 | MIDWAY FORD - CC | #1805 MIRROR GLASS/MOTOR | 97.20 |
| | | | <u>252.84</u> |
| 10/11/2025 | MIDWEST MACHINERY CO - CC | I MATCH HITCH FOR JOHN DEERE TRACTOR | 1,054.69 |
| 10/11/2025 | MINNCOR - CC | 2025 OCT DUPLICATE TITLE STOCK 3 PKGS. | 105.00 |
| 10/11/2025 | MINNEAPOLIS FINANCE DEPT - CC | WATER FIXED CHARGE JULY 2025 | 5,256.12 |
| 10/11/2025 | MINNESOTA CHIEFS OF POLICE-cc | B. KREBSBACH FALL LEADERSHIP SUMMIT | 280.00 |
| 10/11/2025 | MINNESOTA EQUIPMENT-cc | #2502 BELTS & HARDWARE | 339.22 |
| 10/11/2025 | MINNESOTA EQUIPMENT-cc | POWER SAW AND WHEEL | 446.37 |
| | | | <u>785.59</u> |
| 10/11/2025 | MIRRORS DELIVERED - CC | NBCC MIRROR INSTALLATION - FITNESS STUDIO AND FITNESS CENTER | 3,482.41 |
| 10/11/2025 | MN AWWA - CC | AWWA REGISTRATION- HARTMAN | 350.00 |
| 10/11/2025 | MN EMPLOYER COALITION - CC | MN EMPLOYER COALITION'S PAID LEAVE SEMINAR | 50.00 |
| 10/11/2025 | MN EMPLOYER COALITION - CC | FALL PAID LEAVE SEMINAR | 50.00 |
| | | | <u>100.00</u> |
| 10/11/2025 | MN GFOA- CC | ADVANCED GOVERNMENTAL ACCOUNTING - ZILLMER | 20.00 |
| 10/11/2025 | MN STATE FIRE CHIEF ASSOC - CC | KITCHEN FIRE TRAILIER FOR OPEN HOUSE | 75.00 |
| 10/11/2025 | MONARCH MARKET - CC | BS&A CONFERENCE DINNER JZ &AH | 52.49 |
| 10/11/2025 | MONARCH MARKET - CC | BS&A CONFERENCE LUNCH - DAY OF ARRIVAL - JI | 17.45 |
| | | | <u>69.94</u> |
| 10/11/2025 | MOUNDS VIEW PUBLIC SCHOOL-cc | GYMNASTICS FACILITY FEE | 685.00 |
| 10/11/2025 | MOUNDS VIEW PUBLIC SCHOOL-cc | RC CAR FACILITY FEE | 110.50 |
| 10/11/2025 | MOUNDS VIEW PUBLIC SCHOOL-cc | GYMNASTICS FACILITY FEE | 2,773.00 |
| 10/11/2025 | MOUNDS VIEW PUBLIC SCHOOL-cc | GYMNASTICS CAMP FACILITY FEE (POOL) | 129.25 |
| 10/11/2025 | MOUNDS VIEW PUBLIC SCHOOL-cc | VOLLEYBALL FACILITY FEE | 209.00 |
| 10/11/2025 | MOUNDS VIEW PUBLIC SCHOOL-cc | VOLLEYBALL FACILITY FEE | 313.50 |
| 10/11/2025 | MOUNDS VIEW PUBLIC SCHOOL-cc | GYMNASTICS GYM FEES | 1,100.00 |
| 10/11/2025 | MOUNDS VIEW PUBLIC SCHOOL-cc | GYMNASTICS GYM FEES | 1,750.75 |
| | | | <u>7,071.00</u> |
| 10/11/2025 | MRPA - CC | MRPA TRAINING- PRASEK, NELSON, WALLERIUS, BARRON, WOLLA, VEIMAN | 420.00 |
| 10/11/2025 | MSP AIRPORT - CC | BS&A CONF AIRPORT PARKING JZ, AH & JI | 81.39 |
| 10/11/2025 | MTI-cc | #2516 CUTTING BLADES | 340.32 |
| 10/11/2025 | MTI-cc | #2114 LIGHT ASSEMBLY | 168.75 |
| | | | <u>509.07</u> |
| 10/11/2025 | Nardini Fire Equipment-cc | NBCC FIRE ALARM INSPECTION | 1,170.00 |
| 10/11/2025 | NORDEAST COFFEE COMPANY, INC - CC | PUBLIC SAFETY COFFEE SEPTEMBER 2025 | 398.05 |
| 10/11/2025 | NORDEAST COFFEE COMPANY, INC - CC | PUBLIC SAFETY COFFEE OCTOBER 2025 | 398.05 |
| 10/11/2025 | NORDEAST COFFEE COMPANY, INC - CC | NBCC COFFEE FOR RESALE | 393.30 |
| 10/11/2025 | NORDEAST COFFEE COMPANY, INC - CC | NBCC COFFEE FOR RESALE | 545.55 |
| | | | <u>545.55</u> |

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

| Check Date | Payee | Description | Amount |
|------------|------------------------------------|---|-----------------|
| | | | 1,734.95 |
| 10/11/2025 | NORM'S TIRE SALES -CC | TIRES (SQUAD CARS) SHOP | 828.00 |
| 10/11/2025 | NORM'S TIRE SALES -CC | #1506 TIRE | 184.24 |
| 10/11/2025 | NORM'S TIRE SALES -CC | TIRES SHOP | 1,280.00 |
| | | | <u>2,292.24</u> |
| 10/11/2025 | North American Safety -cc | K THOMPSON CLOTHING | 359.22 |
| 10/11/2025 | NORTHERN TOOL EQUIPMENT-cc | SHOP AIR HOSE | 14.24 |
| 10/11/2025 | NORTHERN TOOL EQUIPMENT-cc | PRESSURE GAUGE & FITTINGS SHOP | 43.67 |
| 10/11/2025 | NORTHERN TOOL EQUIPMENT-cc | TOOLS/ SANDER SHOP | 144.37 |
| 10/11/2025 | NORTHERN TOOL EQUIPMENT-cc | NEW BATTERY FOR BACKPACK SPRAYER CRACK SEALER | 7.11 |
| 10/11/2025 | NORTHERN TOOL EQUIPMENT-cc | NEW BATTERY FOR BACKPACK SPRAYER CRACK SEALER | 84.98 |
| | | | <u>294.37</u> |
| | | MEAL WITH NICK KRIZ JARIC PLESKI PENG VANG AMANDA | |
| 10/11/2025 | OLIVE AND LAMB - CC | VILLANUEVA FOR TEAMBUILDING EXERCISE | 85.18 |
| 10/11/2025 | ON SITE COMPANIES-OSSTC - CC | PORTA POTTIES | 1,217.00 |
| 10/11/2025 | ON SITE COMPANIES-OSSTC - CC | PORTA POTTIES | 146.00 |
| | | | <u>1,363.00</u> |
| 10/11/2025 | Orkin -cc | SEPTEMBER ORKIN 2025 | 122.00 |
| 10/11/2025 | Orkin -cc | PEST CONTROL- SEPTEMBER PUBLIC WORKS | 150.00 |
| | | FREEDOM PARK PEST CONTROL | 87.00 |
| | | BRIGHTWOOD HILLS PEST CONTROL | 102.96 |
| | | NBCC PEST CONTROL | 144.00 |
| | | | <u>483.96</u> |
| 10/11/2025 | OXYGEN SERVICE COMPANY -cc | OXYGEN REFILL | 20.39 |
| 10/11/2025 | PAINTERS GEAR INC - CC | REPAIRS ON PAINT SPRAYER | 988.89 |
| 10/11/2025 | PERFORMANCE PLUS - CC | B. COOK PREPLACEMENT MEDICAL EXAM | 413.00 |
| 10/11/2025 | PIONEER PRESS-CC | LEGALS 08/01 - 08/31/25 | 253.00 |
| 10/11/2025 | PIONEER PRESS-CC | LEGALS 09/01 - 9/30/25 | 97.90 |
| | | | <u>350.90</u> |
| 10/11/2025 | PLAISTED COMPANIES INC - CC | TOP SOIL | 1,339.06 |
| 10/11/2025 | PLASTICS INTERNATIONAL - CC | PLASTIC STENCIL FOR STORM SEWER MARKINGS | 4.83 |
| 10/11/2025 | PLASTICS INTERNATIONAL - CC | PLASTIC STENCIL FOR STORM SEWER MARKINGS | 59.45 |
| | | | <u>64.28</u> |
| 10/11/2025 | PLURALSIGHT - CC | TRAINING SITE | 299.00 |
| 10/11/2025 | POSITIVE PROMOTIONS - CC | POLICE OFFICER PENS FOR PUB ED | 960.00 |
| 10/11/2025 | PRECISE - CC | PRECISE SUBSCRIPTION | 220.00 |
| 10/11/2025 | RAM MOUNTS - CC | #1902 RAM MOUNT FOR TABLET | 104.52 |
| 10/11/2025 | RAM MOUNTS - CC | #1902 RAM MOUNT FOR TABLET | 9.25 |
| | | | <u>113.77</u> |
| 10/11/2025 | RED WING SHOES - CC | BOOTS FOR JEFF KOTTA- NEW HIRE | 589.96 |
| 10/11/2025 | REMARKABLE OPERATIONS LLC - CC | REMARKABLE SUBSCRIPTION | 3.24 |
| 10/11/2025 | REPUBLIC SERVICES - CC | REPUBLIC SERVICES SEPTEMBER 2025 | 29,854.87 |
| 10/11/2025 | RJ KOOL - CC | REPAIRS FOR FD WASHING MACHINE | 596.90 |
| 10/11/2025 | ROSEVILLE CHRYSLER JEEP DODGE - CC | #1506 THERMOSTAT | 68.81 |
| 10/11/2025 | SAM'S CLUB - CC | SODA/WATER FOR RESALE | 42.94 |
| 10/11/2025 | SAM'S CLUB - CC | SODA/WATER FOR RESALE | 3.26 |
| | | | <u>46.20</u> |
| 10/11/2025 | SCHINDLER ELEVATOR CORP - CC | ELEVATOR INSPECTION 9/1/2025-8/31/2026 | 1,122.12 |
| 10/11/2025 | SHERWIN-WILLIAMS - CC | WHITE CROSSWALK PAINT | 842.50 |
| 10/11/2025 | SHERWIN-WILLIAMS - CC | SQUAD ROOM AND OFFICE PAINT | 362.64 |

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

| Check Date | Payee | Description | Amount |
|------------|---------------------------------|---|-----------------|
| 10/11/2025 | SHERWIN-WILLIAMS - CC | REGULATOR STREETS LINE SPRAYER | 145.00 |
| 10/11/2025 | SHERWIN-WILLIAMS - CC | NBCC PAINT SUPPLIES | 96.92 |
| | | | <u>1,447.06</u> |
| 10/11/2025 | SHRED IT-CC | CLEAN-UP DAY MAY 2025 | 1,908.00 |
| 10/11/2025 | STREICHER'S-cc | S. KELLY VEST | 347.98 |
| 10/11/2025 | STREICHER'S-cc | M. MOORE VEST | 347.98 |
| 10/11/2025 | STREICHER'S-cc | HANDCUFFS, KEY AND SIMUNITION MARKING ROUNDS | 129.23 |
| 10/11/2025 | STREICHER'S-cc | HANDCUFFS, KEY AND SIMUNITION MARKING ROUNDS | 340.81 |
| 10/11/2025 | STREICHER'S-cc | HANDCUFFS, KEY AND SIMUNITION MARKING ROUNDS | 39.37 |
| | | | <u>1,205.37</u> |
| 10/11/2025 | SUMMIT FIRE PROTECTION-cc | FIRE EXT ANNUAL | 275.40 |
| 10/11/2025 | SUMMIT FIRE PROTECTION-cc | FIRE EXT ANNUAL | 450.92 |
| 10/11/2025 | SUMMIT FIRE PROTECTION-cc | FIRE EXT ANNUAL | 450.93 |
| 10/11/2025 | SUMMIT FIRE PROTECTION-cc | DRY CHEMICAL EXTINGUISHER RECHARGE | 248.00 |
| 10/11/2025 | SUMMIT FIRE PROTECTION-cc | DRY CHEMICAL EXTINGUISHER RECHARGE | 346.35 |
| 10/11/2025 | SUMMIT FIRE PROTECTION-cc | NBCC ANNUAL FIRE EXTINGUISHER INSPECTION | 350.45 |
| | | | <u>2,122.05</u> |
| 10/11/2025 | SUPERIOR SAND AND GRAVEL - CC | CONCRETE & ASPHALT RUBBLE | 234.55 |
| 10/11/2025 | SUPERIOR SAND AND GRAVEL - CC | CONCRETE DISPOSAL | 50.00 |
| 10/11/2025 | SUPERIOR SAND AND GRAVEL - CC | CONCRETE RUBBLE SIDEWALKS | 120.00 |
| 10/11/2025 | SUPERIOR SAND AND GRAVEL - CC | RIPRAP FOR HANSEN PARK STORM SEWER | 1,380.60 |
| | | | <u>1,785.15</u> |
| 10/11/2025 | SYSCO MINNESOTA, INC - CC | LEAGUE COOKOUTS/COOKIES | 95.49 |
| 10/11/2025 | SYSCO MINNESOTA, INC - CC | LEAGUE COOKOUTS/COOKIES | 91.40 |
| | | | <u>186.89</u> |
| 10/11/2025 | TAHO SPORTSWEAR - CC | VOLLEYBALL CHAMP SHIRTS | 387.65 |
| 10/11/2025 | TAHO SPORTSWEAR - CC | FALL SOCCER LEAGUE SHIRTS | 2,291.65 |
| | | | <u>2,679.30</u> |
| 10/11/2025 | TARGET-cc | ANTIBIOTICS FOR INJURY | 7.54 |
| 10/11/2025 | TARGET-cc | PAIN MEDS FOR INJURY | 2.14 |
| 10/11/2025 | TARGET-cc | APPLE CHARGER APPLE PEN FOR IPAD | 40.97 |
| 10/11/2025 | TARGET-cc | STORAGE CONTAINERS/HOT COCO FOR FALL SOCCER LEAGUE | 87.92 |
| 10/11/2025 | TARGET-cc | STORAGE CONTAINERS/HOT COCO FOR FALL SOCCER LEAGUE | 4.45 |
| 10/11/2025 | TARGET-cc | PARENTS NIGHT OUT ICE CREAM/BOOK CLUB SUPPLIES/SENIOR BINGO PRIZES | 6.38 |
| 10/11/2025 | TARGET-cc | PARENTS NIGHT OUT ICE CREAM/BOOK CLUB SUPPLIES/SENIOR BINGO PRIZES | 8.89 |
| 10/11/2025 | TARGET-cc | PARENTS NIGHT OUT ICE CREAM/BOOK CLUB SUPPLIES/SENIOR BINGO PRIZES | 70.83 |
| 10/11/2025 | TARGET-cc | NBCC - WALL CLOCKS | 20.00 |
| 10/11/2025 | TARGET-cc | NBCC - WALL CLOCKS | 1.63 |
| | | | <u>250.75</u> |
| 10/11/2025 | TAXI AT CHARLOTTE AIRPORT - CC | TAXI FROM AIRPORT TO HOTEL (BS&A ANNUAL CONFERENCE) | 41.92 |
| 10/11/2025 | TAYLORS FALLS BOAT TOURS - CC | TAYLORS FALL BOAT TRIP | 1,223.08 |
| 10/11/2025 | TESSMAN COMPANY-cc | SEED/ SEED BLANKET | 470.25 |
| 10/11/2025 | TESSMAN COMPANY-cc | SEED BLANKETS | 368.72 |
| | | | <u>838.97</u> |
| 10/11/2025 | TEXT-EM-ALL - CC | TEXT-EM-ALL SUBSCRIPTION - MASS COMM TOOL TO NOTIFY MAINT STAFF FOR EARLY WINTER MAINT EVENTS | 19.00 |
| 10/11/2025 | THE FORMIDABLE GENEALOGIST - CC | GENEALOGY CLASS PAYMENT | 20.00 |

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

| Check Date | Payee | Description | Amount |
|------------|----------------------------------|--|-----------------|
| 10/11/2025 | THE MPX GROUP | BUSINESS CARDS FOR THE ECONOMIC DEVELOPMENT COMMISSION FOR MATHEW STEPHENS | 138.07 |
| 10/11/2025 | THE MPX GROUP - CC | NEW BUSINESS CARDS FOR YOUTH COMMUNITY CONNECTORS FOR HUE SCHLIEU | 168.95 |
| 10/11/2025 | THOMSON REUTERS- WEST-CC | OCTOBER ONLINE SOFTWARE SUBSCRIPTION CHARGE | 407.47 |
| 10/11/2025 | THRYV - CC | PRINT CHARGES | 17.55 |
| 10/11/2025 | THRYV - CC | BRIGHTWOOD HILLS DIGITAL MARKETING | 109.00 |
| | | | <u>126.55</u> |
| 10/11/2025 | TOTAL ENTERTAINMENT/KIDSDANCE-CC | PUMPKIN WALK DJ DEPOSIT | 100.00 |
| 10/11/2025 | TRI-STATE BOBCAT - CC | PULLEY & BOLTS STOCK | 200.21 |
| 10/11/2025 | TRI-STATE BOBCAT - CC | #2012 & #1903 FILTERS | 88.38 |
| 10/11/2025 | TRI-STATE BOBCAT - CC | #204 TIE ROD ASSEMBLY | 224.76 |
| 10/11/2025 | TRI-STATE BOBCAT - CC | #2405 FUEL CAP | 11.20 |
| 10/11/2025 | TRI-STATE BOBCAT - CC | PIVOT MOUNTS/ IDLER ARM SHOP | 19.74 |
| 10/11/2025 | TRI-STATE BOBCAT - CC | #1903 IDLER ARM | 161.99 |
| 10/11/2025 | TRI-STATE BOBCAT - CC | #1913/ #2013 OIL FILTERS | 29.84 |
| 10/11/2025 | TRI-STATE BOBCAT - CC | #1913 BELT | 65.99 |
| 10/11/2025 | TRI-STATE BOBCAT - CC | CASTER SEAL SHOP | 36.48 |
| 10/11/2025 | TRI-STATE BOBCAT - CC | BUSHINGS & FLUID TORO MOWERS/ STOCK | 156.84 |
| 10/11/2025 | TRI-STATE BOBCAT - CC | #2404 CAP KIT | 120.07 |
| 10/11/2025 | TRI-STATE BOBCAT - CC | BLOWER ATTACHMENT BELT BLOWER PARKS | 231.98 |
| | | | <u>1,347.48</u> |
| 10/11/2025 | TWIN CITIES FAMILY - CC | MARKETING FOR BIRTHDAYS | 350.00 |
| 10/11/2025 | TWIN CITY TEES - CC | YCC TSHIRT FOR EVENTS/IDENTIFICATION | 316.80 |
| 10/11/2025 | ULINE-CC | PALLET BIN FOR BRICK | 605.00 |
| 10/11/2025 | ULINE-CC | AA & AAA BATTERIES FOR CITY HALL | 132.69 |
| 10/11/2025 | UNIVERSITY OF MN - CC | TREE INSPECTOR TRAINING | 100.00 |
| 10/11/2025 | USPS-cc | POSTAGE FOR NNO REPORT | 17.84 |
| 10/11/2025 | VEIMAN TREE SERVICE - CC | TREE REMOVAL | 770.00 |
| 10/11/2025 | VEIMAN TREE SERVICE - CC | TREE REMOVAL | 630.00 |
| 10/11/2025 | VEIMAN TREE SERVICE - CC | TREE REMOVAL | 805.00 |
| | | | <u>2,205.00</u> |
| 10/11/2025 | Verizon-cc | CELLULAR SERVICE | 120.03 |
| 10/11/2025 | VESTIS - CC | CLEANING & UNIFORMS | 63.80 |
| 10/11/2025 | VESTIS - CC | CLEANING & UNIFORMS | 3.85 |
| 10/11/2025 | VESTIS - CC | CLEANING & UNIFORMS | 21.54 |
| 10/11/2025 | VESTIS - CC | CLEANING & UNIFORMS | 63.80 |
| 10/11/2025 | VESTIS - CC | CLEANING & UNIFORMS | 21.54 |
| 10/11/2025 | VESTIS - CC | CLEANING & UNIFORMS | 3.85 |
| 10/11/2025 | VESTIS - CC | CLEANING & UNIFORMS | 63.80 |
| 10/11/2025 | VESTIS - CC | CLEANING & UNIFORMS | 21.54 |
| 10/11/2025 | VESTIS - CC | CLEANING & UNIFORMS | 3.85 |
| 10/11/2025 | VESTIS - CC | CLEANING & UNIFORMS | 63.80 |
| 10/11/2025 | VESTIS - CC | CLEANING & UNIFORMS | 21.54 |
| 10/11/2025 | VESTIS - CC | CLEANING & UNIFORMS | 3.85 |
| | | | <u>356.76</u> |
| 10/11/2025 | VIKING ELECTRIC-cc | LAMPS FOR HLLWAY CANS | 243.00 |
| 10/11/2025 | VIKING ELECTRIC-cc | NBCC - LAMPS FOR FRONT DOOR CANS | 62.95 |
| | | | <u>305.95</u> |
| 10/11/2025 | WALGREENS-cc | WELLNESS AUGUST ACTIVITY CHALLENGE - GIFT CARDS | 175.00 |
| 10/11/2025 | WALGREENS-cc | PHOTOS FOR VIPS | 3.90 |
| 10/11/2025 | WALGREENS-cc | PHOTOS FOR VIPS | 0.33 |
| | | | <u>4.23</u> |

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

| Check Date | Payee | Description | Amount |
|------------|------------------------------------|--|-----------|
| 10/11/2025 | WALMART.COM - CC | SENIOR LEAGUE LUNCH | 32.42 |
| 10/11/2025 | WALMART.COM - CC | NBCC - EAGLES NEST EQUIUPMENT | 16.99 |
| 10/11/2025 | WALMART.COM - CC | NBCC - EAGLES NEST EQUIUPMENT | 1.38 |
| 10/11/2025 | WALMART.COM - CC | NBCC - COFFE SUPPLIES FOR SENIOR ROOM | 40.20 |
| | | | <hr/> |
| | | | 90.99 |
| 10/11/2025 | WARNER'S OUTDOOR SOLUTIONS - CC | 24-1 IRRIGATION REPAIR | 1,880.09 |
| 10/11/2025 | WATER DOCTORS WATER TREATMENT - CC | BRIGHTWOOD HILL ICE MACHINE | 261.18 |
| 10/11/2025 | WHEELER HARDWARE COMPANY-cc | NEW PUSH PULL HANDLE FOR SALLY PORT | 110.99 |
| 10/11/2025 | WINDY CITY NOVELTY - CC | GLOW STICKS FOR OPEN HOUSE AND HALLOWEEN | 1,036.80 |
| 10/11/2025 | YAMAHA GOLF & UTILITY - CC | CART REPAIRS/ PARTS | 224.05 |
| 10/30/2025 | 4M - BANK CHARGES - EFT | POSITIVE PAY CHARGES IN 4M | 60.18 |
| 10/30/2025 | AFLAC | AFLAC OCTOBER | 4,455.03 |
| 10/28/2025 | ALERUS RETIREMENT & BENEFITS-EFT | HSA SERVICE FEE COVERED BY CITY OCTOBER | 332.00 |
| 10/22/2025 | PITNEY BOWES INC - EFT | POSTAGE MACHINE REFILL OCTOBER 2025 | 2,000.00 |
| 10/22/2025 | MN DEPT OF COMMERCE | 2025 UNCLAIMED PROPERTY REMITTANCE | 75.00 |
| 10/22/2025 | MN DEPT OF COMMERCE | 2025 UNCLAIMED PROPERTY REMITTANCE | 1.00 |
| 10/22/2025 | MN DEPT OF COMMERCE | 2025 UNCLAIMED PROPERTY REMITTANCE | 17.00 |
| 10/22/2025 | MN DEPT OF COMMERCE | 2025 UNCLAIMED PROPERTY REMITTANCE | 4.83 |
| 10/22/2025 | MN DEPT OF COMMERCE | 2025 UNCLAIMED PROPERTY REMITTANCE | 1.96 |
| 10/22/2025 | MN DEPT OF COMMERCE | 2025 UNCLAIMED PROPERTY REMITTANCE | 1.18 |
| 10/22/2025 | MN DEPT OF COMMERCE | 2025 UNCLAIMED PROPERTY REMITTANCE | 0.97 |
| 10/22/2025 | MN DEPT OF COMMERCE | 2025 UNCLAIMED PROPERTY REMITTANCE | 35.00 |
| 10/22/2025 | MN DEPT OF COMMERCE | 2025 UNCLAIMED PROPERTY REMITTANCE | 35.80 |
| 10/22/2025 | MN DEPT OF COMMERCE | 2025 UNCLAIMED PROPERTY REMITTANCE | 10.00 |
| 10/22/2025 | MN DEPT OF COMMERCE | 2025 UNCLAIMED PROPERTY REMITTANCE | 1.00 |
| | | | <hr/> |
| | | | 183.74 |
| 10/16/2025 | XCEL ENERGY | WELLS & LIFT STATIONS 08/15-09/16/25 | 831.10 |
| 10/16/2025 | XCEL ENERGY | WELLS & LIFT STATIONS 08/15-09/16/25 | 184.66 |
| 10/16/2025 | XCEL ENERGY | WELLS & LIFT STATIONS 08/15-09/16/25 | 584.87 |
| 10/16/2025 | XCEL ENERGY | WELLS & LIFT STATIONS 08/15-09/16/25 | 39.10 |
| 10/16/2025 | XCEL ENERGY | WELLS & LIFT STATIONS 08/15-09/16/25 | 244.28 |
| 10/16/2025 | XCEL ENERGY | WELLS & LIFT STATIONS 08/15-09/16/25 | 35.25 |
| 10/16/2025 | XCEL ENERGY | WELLS & LIFT STATIONS 08/15-09/16/25 | 11,100.27 |
| 10/16/2025 | XCEL ENERGY | WELLS & LIFT STATIONS 08/15-09/16/25 | 910.21 |
| 10/16/2025 | XCEL ENERGY | WELLS & LIFT STATIONS 08/15-09/16/25 | 72.48 |
| | | | <hr/> |
| | | | 14,002.22 |
| 10/27/2025 | XCEL ENERGY | WELLS & LIFT STATIONS 08/15-09/16/25 - WATER TREATMENT PLANT WAS MISSING LAST BILL | 0.00 |
| 10/27/2025 | XCEL ENERGY | WELLS & LIFT STATIONS 08/15-09/16/25 - WATER TREATMENT PLANT WAS MISSING LAST BILL | 0.00 |
| 10/27/2025 | XCEL ENERGY | WELLS & LIFT STATIONS 08/15-09/16/25 - WATER TREATMENT PLANT WAS MISSING LAST BILL | 0.00 |
| 10/27/2025 | XCEL ENERGY | WELLS & LIFT STATIONS 08/15-09/16/25 - WATER TREATMENT PLANT WAS MISSING LAST BILL | 0.00 |
| 10/27/2025 | XCEL ENERGY | WELLS & LIFT STATIONS 08/15-09/16/25 - WATER TREATMENT PLANT WAS MISSING LAST BILL | 0.00 |
| 10/27/2025 | XCEL ENERGY | WELLS & LIFT STATIONS 08/15-09/16/25 - WATER TREATMENT PLANT WAS MISSING LAST BILL | 0.00 |
| 10/27/2025 | XCEL ENERGY | WELLS & LIFT STATIONS 08/15-09/16/25 - WATER TREATMENT PLANT WAS MISSING LAST BILL | 25,444.25 |
| 10/27/2025 | XCEL ENERGY | WELLS & LIFT STATIONS 08/15-09/16/25 - WATER TREATMENT PLANT WAS MISSING LAST BILL | 0.00 |
| 10/27/2025 | XCEL ENERGY | WELLS & LIFT STATIONS 08/15-09/16/25 - WATER TREATMENT PLANT WAS MISSING LAST BILL | 0.00 |
| | | | <hr/> |
| | | | 25,444.25 |
| 10/27/2025 | XCEL ENERGY | STREETLIGHTS 09/03-10/02/25 | 10,849.97 |

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

| Check Date | Payee | Description | Amount |
|------------|--------------------------------|------------------------------|------------------|
| 10/27/2025 | XCEL ENERGY | CITY HALL/PSB 09/15-10/14/25 | 2,820.65 |
| 10/27/2025 | XCEL ENERGY | CITY HALL/PSB 09/15-10/14/25 | 1,057.96 |
| 10/27/2025 | XCEL ENERGY | CITY HALL/PSB 09/15-10/14/25 | 4,543.85 |
| 10/27/2025 | XCEL ENERGY | CITY HALL/PSB 09/15-10/14/25 | 1,228.20 |
| | | | <u>9,650.66</u> |
| 10/27/2025 | XCEL ENERGY | NBCC/BHGC 09/16-10/15/25 | 6,476.66 |
| 10/27/2025 | XCEL ENERGY | NBCC/BHGC 09/16-10/15/25 | 524.93 |
| 10/27/2025 | XCEL ENERGY | NBCC/BHGC 09/16-10/15/25 | 787.92 |
| 10/27/2025 | XCEL ENERGY | NBCC/BHGC 09/16-10/15/25 | 47.99 |
| | | | <u>7,837.50</u> |
| 10/27/2025 | XCEL ENERGY | PARKS 09/15-10/14/25 | 1,565.85 |
| 10/27/2025 | XCEL ENERGY | PARKS 09/15-10/14/25 | 120.06 |
| | | | <u>1,685.91</u> |
| 10/31/2025 | HSA | Remittance Check | 9,380.02 |
| 10/03/2025 | EFTPS | Remittance Check | 43,198.01 |
| 10/03/2025 | EFTPS | Remittance Check | 19,594.84 |
| 10/03/2025 | EFTPS | Remittance Check | 19,594.84 |
| 10/03/2025 | EFTPS | Remittance Check | 6,646.15 |
| 10/03/2025 | EFTPS | Remittance Check | 6,646.15 |
| | | | <u>95,679.99</u> |
| 10/03/2025 | HSA | Remittance Check | 950.00 |
| 10/03/2025 | HSA | Remittance Check | 9,481.95 |
| | | | <u>10,431.95</u> |
| 10/03/2025 | MISSIONSQUARE | Remittance Check | 11,967.42 |
| 10/03/2025 | MISSIONSQUARE | Remittance Check | 172.42 |
| 10/03/2025 | MISSIONSQUARE | Remittance Check | 2,057.00 |
| | | | <u>14,196.84</u> |
| 10/03/2025 | MN CHILD SUPPORT | Remittance Check | 308.72 |
| 10/03/2025 | MN DCP | Remittance Check | 1,825.00 |
| 10/03/2025 | PERA | Remittance Check | 19,678.79 |
| 10/03/2025 | PERA | Remittance Check | 19,678.79 |
| 10/03/2025 | PERA | Remittance Check | 17,460.56 |
| 10/03/2025 | PERA | Remittance Check | 26,190.82 |
| 10/03/2025 | PERA | Remittance Check | 58.34 |
| 10/03/2025 | PERA | Remittance Check | 58.34 |
| 10/03/2025 | PERA | Remittance Check | 3,027.50 |
| | | | <u>86,153.14</u> |
| 10/03/2025 | RETIREMENT HEALTH SAVINGS PLAN | Remittance Check | 2,572.30 |
| 10/03/2025 | ROTH IRA | Remittance Check | 2,429.84 |
| 10/03/2025 | STATE TAXES | Remittance Check | 18,867.51 |
| 10/17/2025 | EFTPS | Remittance Check | 44,535.23 |
| 10/17/2025 | EFTPS | Remittance Check | 19,732.79 |
| 10/17/2025 | EFTPS | Remittance Check | 19,732.79 |
| 10/17/2025 | EFTPS | Remittance Check | 6,672.12 |
| 10/17/2025 | EFTPS | Remittance Check | 6,672.12 |
| | | | <u>97,345.05</u> |
| 10/17/2025 | HSA | Remittance Check | 9,380.02 |
| 10/17/2025 | MISSIONSQUARE | Remittance Check | 11,947.94 |
| 10/17/2025 | MISSIONSQUARE | Remittance Check | 206.90 |
| 10/17/2025 | MISSIONSQUARE | Remittance Check | 2,057.00 |
| | | | <u>14,211.84</u> |

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

| Check Date | Payee | Description | Amount |
|------------|--------------------------------|--------------------|---------------------|
| 10/17/2025 | MN CHILD SUPPORT | Remittance Check | 308.72 |
| 10/17/2025 | MN DCP | Remittance Check | 1,825.00 |
| 10/17/2025 | PERA | Remittance Check | 19,657.32 |
| 10/17/2025 | PERA | Remittance Check | 19,657.32 |
| 10/17/2025 | PERA | Remittance Check | 17,024.52 |
| 10/17/2025 | PERA | Remittance Check | 25,536.74 |
| 10/17/2025 | PERA | Remittance Check | 3,024.18 |
| | | | <u>84,900.08</u> |
| 10/17/2025 | RETIREMENT HEALTH SAVINGS PLAN | Remittance Check | 2,519.72 |
| 10/17/2025 | ROTH IRA | Remittance Check | 2,339.32 |
| 10/17/2025 | STATE TAXES | Remittance Check | 19,288.60 |
| 10/31/2025 | EFTPS | Remittance Check | 44,131.15 |
| 10/31/2025 | EFTPS | Remittance Check | 19,586.27 |
| 10/31/2025 | EFTPS | Remittance Check | 19,586.27 |
| 10/31/2025 | EFTPS | Remittance Check | 6,639.62 |
| 10/31/2025 | EFTPS | Remittance Check | 6,639.62 |
| | | | <u>96,582.93</u> |
| 10/31/2025 | MISSIONSQUARE | Remittance Check | 11,947.94 |
| 10/31/2025 | MISSIONSQUARE | Remittance Check | 120.69 |
| 10/31/2025 | MISSIONSQUARE | Remittance Check | 1,865.00 |
| | | | <u>13,933.63</u> |
| 10/31/2025 | MN CHILD SUPPORT | Remittance Check | 308.72 |
| 10/31/2025 | MN DCP | Remittance Check | 1,825.00 |
| 10/31/2025 | PERA | Remittance Check | 19,806.61 |
| 10/31/2025 | PERA | Remittance Check | 19,806.61 |
| 10/31/2025 | PERA | Remittance Check | 17,161.77 |
| 10/31/2025 | PERA | Remittance Check | 25,742.63 |
| 10/31/2025 | PERA | Remittance Check | 3,047.12 |
| | | | <u>85,564.74</u> |
| 10/31/2025 | RETIREMENT HEALTH SAVINGS PLAN | Remittance Check | 2,519.72 |
| 10/31/2025 | ROTH IRA | Remittance Check | 2,101.14 |
| 10/31/2025 | STATE TAXES | Remittance Check | 19,209.86 |
| 10/31/2025 | MN DEPT OF TRANSPORTATION | ACH SWEEPS OCTOBER | 7,079.98 |
| 10/31/2025 | MN DEPT OF TRANSPORTATION | ACH SWEEPS OCTOBER | 1,858,041.48 |
| 10/31/2025 | MN DEPT OF TRANSPORTATION | ACH SWEEPS OCTOBER | 354.00 |
| | | | <u>1,865,475.46</u> |
| 11/14/2025 | EFTPS | Remittance Check | 43,886.45 |
| 11/14/2025 | EFTPS | Remittance Check | 19,148.98 |
| 11/14/2025 | EFTPS | Remittance Check | 19,148.98 |
| 11/14/2025 | EFTPS | Remittance Check | 6,635.45 |
| 11/14/2025 | EFTPS | Remittance Check | 6,635.45 |
| | | | <u>95,455.31</u> |
| 11/14/2025 | HSA | Remittance Check | 9,380.02 |
| 11/14/2025 | MISSIONSQUARE | Remittance Check | 11,947.94 |
| 11/14/2025 | MISSIONSQUARE | Remittance Check | 293.11 |
| 11/14/2025 | MISSIONSQUARE | Remittance Check | 1,865.00 |
| | | | <u>14,106.05</u> |
| 11/14/2025 | MN CHILD SUPPORT | Remittance Check | 308.72 |
| 11/14/2025 | MN DCP | Remittance Check | 1,825.00 |
| 11/14/2025 | PERA | Remittance Check | 19,829.24 |
| 11/14/2025 | PERA | Remittance Check | 19,804.60 |

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

| Check Date | Payee | Description | Amount |
|------------|--|---|------------------|
| 11/14/2025 | PERA | Remittance Check | 17,960.68 |
| 11/14/2025 | PERA | Remittance Check | 26,940.97 |
| 11/14/2025 | PERA | Remittance Check | 58.34 |
| 11/14/2025 | PERA | Remittance Check | 58.34 |
| 11/14/2025 | PERA | Remittance Check | 3,046.85 |
| | | | <u>87,699.02</u> |
| 11/14/2025 | RETIREMENT HEALTH SAVINGS PLAN | Remittance Check | 5,981.84 |
| 11/14/2025 | ROTH IRA | Remittance Check | 2,073.48 |
| 11/14/2025 | STATE TAXES | Remittance Check | 18,898.37 |
| | | | <u>18,898.37</u> |
| 10/24/2025 | ADVANCED ENGINEERING AND ENVIRONMENTAL SEF | VALUES PROJECT - 20250830 TO 20250926 | 5,924.25 |
| 10/24/2025 | AMERICAN ENGINEERING TESTING, INC. | 2025 STREET REHAB TESTING | 958.15 |
| 10/24/2025 | ANCHOR SOLAR INVESTMENTS, LLC | SOLAR POWER PAYMENT - NOVEMBER | 412.22 |
| 10/24/2025 | ANCHOR SOLAR INVESTMENTS, LLC | SOLAR POWER PAYMENT - NOVEMBER | 400.28 |
| 10/24/2025 | ANCHOR SOLAR INVESTMENTS, LLC | SOLAR POWER PAYMENT - NOVEMBER | 333.45 |
| 10/24/2025 | ANCHOR SOLAR INVESTMENTS, LLC | SOLAR POWER PAYMENT - NOVEMBER | 1,271.30 |
| 10/24/2025 | ANCHOR SOLAR INVESTMENTS, LLC | SOLAR POWER PAYMENT - NOVEMBER | 1,674.27 |
| | | | <u>4,091.52</u> |
| 10/24/2025 | BARR ENGINEERING COMPANY | 23/62-0210.00 | 15,175.75 |
| 10/24/2025 | COMPASS PEER GROUPS, LLC | COMPASS PEER GROUPS - ANNUAL RETREAT- CREATING A LIFE MAP | 200.00 |
| 10/24/2025 | CORRECTIVE ASPHALT MATERIALS, LLC | PROJECT 25-2 RECLAMITE MAINTENANCE | 105,789.36 |
| 10/24/2025 | DAIKIN APPLIED | INSPECTION ONLY SERVICE LEVEL. 01-OCT-25 TO 31-DEC-25 | 2,040.00 |
| 10/24/2025 | ELECTRO WATCHMAN INC | SERVICE VISIT FOR MAINTENANCE GARAGE DOOR | 760.00 |
| 10/24/2025 | FOSCHI, GINA | MILEAGE REIMBURSEMENT REQUEST - FOR MNGFOA | 208.60 |
| 10/24/2025 | GENERAL REPAIR SERVICE | CONFERENCE/EMPLOYER COALITION SEMINAR | 312.50 |
| 10/24/2025 | HYDRO CORP | BACKFLOW PREVENTION MGMT PROGRAM- SEPTEMBER 2025 | 379.00 |
| 10/24/2025 | LARSON YOUTH SOCCER LLC | FALL A SESSIONS PAYMENT | 4,425.00 |
| 10/24/2025 | LEHMANN, JENNIFER | WELLBEING COMMITTEE - BREAST CANCER AWARENESS | 40.64 |
| 10/24/2025 | MARCO TECHNOLOGIES, LLC | MICROSOFT 365 LICENSING SUBSCRIPTION 10/14/25-11/13/25 | 5,179.90 |
| 10/24/2025 | METROPOLITAN COUNCIL | SEPTEMBER SAC 2025 | 7,455.00 |
| 10/24/2025 | METROPOLITAN COUNCIL | SEPTEMBER SAC 2025 | (74.55) |
| | | | <u>7,380.45</u> |
| 10/24/2025 | STREET FLEET | 2025 LB COURIER STREET FLEET OCTOBER 2025 (10/09/2025) | |
| | STREET FLEET EXPEDITED, LLC | REPORT COURIER | 25.16 |
| 10/24/2025 | VOLK, ERIC | INTERNET REIMBURSEMENT | 52.61 |
| 10/31/2025 | BOLTON & MENK, INC | 10TH STREET NW CULVERT | 5,618.50 |
| 10/31/2025 | BOLTON & MENK, INC | 2025 SANITARY SEWER MODEL | 5,649.00 |
| | | | <u>11,267.50</u> |
| 10/31/2025 | BSI MECHANICAL INC | NBCC BOILERS | 103,000.00 |
| 10/31/2025 | CREATIVE PAINTING MN | PREPARATION OF IRS FORM 990 YEAR ENDING 12/31/2024 | 2,500.00 |
| 10/31/2025 | CRYTEEL TRUCK EQUIPMENT | #2018 DUST CAP | 27.83 |
| 10/31/2025 | FACTORY MOTOR PARTS CO | 5W30 OIL | 50.04 |
| 10/31/2025 | FERGUSON ENTERPRISES, LLC | STORM SEWER PIPE AND FERNCOS FOR STORM SEWER ON 16TH | 448.33 |
| 10/31/2025 | FERGUSON ENTERPRISES, LLC | TERR NW | 2,972.92 |
| | | VALVE BOX PARTS | <u>3,421.25</u> |
| 10/31/2025 | GECK, DUEA & OLSON, PLLC | LEGAL COSTS - PROSECUTION CONTRACT, GDO FILE NO: R | 7,515.00 |
| 10/31/2025 | HAWKINS, INC. | LPC-4 / PARTS | 5,996.52 |
| 10/31/2025 | HAWKINS, INC. | LPC-4 / PARTS | 19,381.30 |

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

| Check Date | Payee | Description | Amount |
|------------|-------------------------------------|---|------------------|
| 10/31/2025 | HAWKINS, INC. | CHEM FEED PARTS | 1,682.64 |
| 10/31/2025 | HAWKINS, INC. | SODIUM PERMANGANATE | 9,766.28 |
| | | | <u>36,826.74</u> |
| 10/31/2025 | HEDIN, NANCY | LET ME TELL YOU MY STORY FALL INSTRUCTOR PAYMENT | 375.00 |
| 10/31/2025 | KATH FUEL OIL SERVICE | WASHER FLUID & DEF SHOP | 449.25 |
| 10/31/2025 | KENNEDY & GRAVEN CHARTERED | LEGAL COSTS | 1,996.50 |
| 10/31/2025 | KENNEDY & GRAVEN CHARTERED | LEGAL COSTS | 882.70 |
| 10/31/2025 | KENNEDY & GRAVEN CHARTERED | LEGAL COSTS | 48.50 |
| 10/31/2025 | KENNEDY & GRAVEN CHARTERED | LEGAL COSTS | 887.60 |
| 10/31/2025 | KENNEDY & GRAVEN CHARTERED | LEGAL COSTS | 766.30 |
| 10/31/2025 | KENNEDY & GRAVEN CHARTERED | LEGAL COSTS | 436.50 |
| 10/31/2025 | KENNEDY & GRAVEN CHARTERED | LEGAL COSTS | 97.00 |
| 10/31/2025 | KENNEDY & GRAVEN CHARTERED | LEGAL COSTS | 55.60 |
| 10/31/2025 | KENNEDY & GRAVEN CHARTERED | LEGAL COSTS | 82.80 |
| 10/31/2025 | KENNEDY & GRAVEN CHARTERED | LEGAL COSTS | 5,674.35 |
| | | | <u>10,927.85</u> |
| 10/31/2025 | KRAUS-ANDERSON CONSTRUCTION COMPANY | HANSEN PARK WEST PARK IMPROVEMENTS | 897,563.84 |
| 10/31/2025 | MANSFIELD OIL COMPANY OF GAINSVILLE | DIESEL 497 GALLONS FUEL TANK | 1,377.48 |
| 10/31/2025 | MANSFIELD OIL COMPANY OF GAINSVILLE | DIESEL 509 GALLONS SPOT | 1,318.67 |
| 10/31/2025 | MANSFIELD OIL COMPANY OF GAINSVILLE | UNLEADED 901 GALLONS | 2,309.33 |
| | | | <u>5,005.48</u> |
| 10/31/2025 | MC TOOL & SAFETY SALES | WINTER WORK GLOVES FOR JETTER | 155.52 |
| 10/31/2025 | MINUTE MAKER SECRETARIAL | 10/1/25 - EDC MEETING MINUTES; 10/1/25 PREC MEETING MINUTES | 344.00 |
| | | 21-9 OLD HIGHWAY 8-3 LANE CONVERSION REBID PARTIAL | |
| 10/31/2025 | NEW LOOK CONTRACTING, INC | PAYMENT 3 FINAL PAYMENT | 21,798.04 |
| 10/31/2025 | RAMSEY COUNTY EMCOM | FLEET SUPPORT FEE FOR SEPTEMBER | 570.96 |
| 10/31/2025 | RAMSEY COUNTY EMCOM | CAD SERVICES FOR SEPTEMBER | 1,614.42 |
| 10/31/2025 | RAMSEY COUNTY EMCOM | 911 DISPATCH SERVICES FOR SEPTEMBER | 10,744.33 |
| | | | <u>12,929.71</u> |
| 10/31/2025 | SONTERRE, AUSTIN | MEAL REIMBURSEMENT FOR TZD CONFERENCE 10/20-10/22/2025 | 21.34 |
| 10/31/2025 | SONTERRE, AUSTIN | MEAL REIMBURSEMENT FOR TZD CONFERENCE 10/20-10/22/2025 | 19.59 |
| 10/31/2025 | SONTERRE, AUSTIN | MEAL REIMBURSEMENT FOR TZD CONFERENCE 10/20-10/22/2025 | 21.34 |
| 10/31/2025 | SONTERRE, AUSTIN | MEAL REIMBURSEMENT FOR TZD CONFERENCE 10/20-10/22/2025 | 16.45 |
| | | | <u>78.72</u> |
| 10/31/2025 | STREET FLEET | 2025 LB COURIER STREET FLEET OCTOBER 2025 (10/15/2025) | |
| 10/31/2025 | STREET FLEET EXPEDITED, LLC | REPORT COURIER | 25.16 |
| 10/31/2025 | STREET FLEET EXPEDITED, LLC | 2025 LB COURIER STREET FLEET OCTOBER 2025 (10/22/2025) | |
| | | REPORT COURIER | 25.16 |
| | | | <u>50.32</u> |
| 11/07/2025 | ALEXANDER-SUSENS, TIFFANY | OCTOBER DEALER RUNS | 32.41 |
| 11/07/2025 | AMRIZE MIDWEST INC | 1804 SILVER LAKE ROAD CURB | 212.21 |
| 11/07/2025 | BARR ENGINEERING COMPANY | GRANT APPLICATION PREP | 633.50 |
| 11/07/2025 | CHESS, INC | MAINTENANCE PLAN - OCTOBER 2025 | 2,190.00 |
| 11/07/2025 | COVERALL OF THE TWIN CITIES | CLEANING @ PUBLIC WORKS NOVEMBER | 2,070.00 |
| 11/07/2025 | COVERALL OF THE TWIN CITIES | CLEANING OF CITY HALL | 2,561.00 |
| | | | <u>4,631.00</u> |

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

| Check Date | Payee | Description | Amount |
|------------|-------------------------------------|---|------------------|
| 11/07/2025 | CRAWFORD, LEIGH | 2025 OCTOBER DEALER BANK RUNS | 308.63 |
| 11/07/2025 | FREDRIKSON & BYRON | LEGAL SERVICES | 2,349.00 |
| 11/07/2025 | INTELLICENTS INC | MONTHLY HEALTH CONSULTING | 1,250.00 |
| 11/07/2025 | L.E.L.S | POLICE/SERG UNION DUES FOR NOVEMBER | 1,642.50 |
| 11/07/2025 | LAW ENFORCEMENT LABOR SERVICES, INC | | |
| 11/07/2025 | LAW ENFORCEMENT LABOR SERVICES, INC | POLICE/SERG UNION DUES FOR NOVEMBER | 438.00 |
| | | | <u>2,080.50</u> |
| | | CONTRACT OVERAGE CHARGE FOR THE 10/1/25 TO 10/31/25 | |
| 11/07/2025 | LOFFLER COMPANIES, INC | OVERAGE PERIOD | 439.20 |
| 11/07/2025 | MADISON NATIONAL LIFE INSUR. CO,INC | LTD FOR NOVEMBER | 2,288.36 |
| 11/07/2025 | MADISON NATIONAL LIFE INSUR. CO,INC | LIFE INSURANCE NOVEMBER | 1,255.96 |
| 11/07/2025 | MADISON NATIONAL LIFE INSUR. CO,INC | LIFE INSURANCE NOVEMBER | 141.30 |
| | | | <u>3,685.62</u> |
| 11/07/2025 | MC TOOL & SAFETY SALES | BLUE MARKING PAINT | 150.00 |
| 11/07/2025 | MCCRAY EXPRESS NETWORK | SOFTBALL UMPIRE PAY | 1,190.00 |
| 11/07/2025 | METROPOLITAN COUNCIL | NOVEMBER WASTE WATER SERVICES | 174,819.52 |
| 11/07/2025 | METROPOLITAN COURIER CORPORATION | SERVICES FOR THE MONTH OF OCTOBER | 698.25 |
| 11/07/2025 | MINUTE MAKER SECRETARIAL | MEETING MINUTESS - 10/14, 10/16, 10/21, 1028 | 1,052.50 |
| 11/07/2025 | NCPERS GROUP LIFE INS | PERA LIFE INS FOR NOVEMBER | 208.00 |
| 11/07/2025 | POSTMASTER, ST PAUL | POSAGE FOR WINTER 25-26 PR ACTIVITY GUIDE | 3,500.00 |
| 11/07/2025 | SPRINGER, GEORGE | INTERNET REIMBURSEMENT | 116.59 |
| 11/07/2025 | THE PARTNERS GROUP LLC | CONSULTANT SERVICES OCT 2025 | 3,300.00 |
| 11/07/2025 | TITAN MACHINERY | #1514 TRANSMISSION REPAIR | 1,821.22 |
| 11/07/2025 | TITAN MACHINERY | #1514 FAN CLUTCH CORE RETURN | (25.00) |
| | | | <u>1,796.22</u> |
| 11/07/2025 | WSB & ASSOCIATES INC | LIONS PARK SPLASH PAD DESIGN - PROFESSIONAL SERVICES FROM SEPT 1-30, 2025 | 599.50 |
| 11/07/2025 | WSB & ASSOCIATES INC | HANSEN SHADE GRANT PROFESSIONAL SERVICES FROM SEPTEMBER 1-30, 2025 | 6,256.00 |
| 11/07/2025 | WSB & ASSOCIATES INC | HANSEN WEST REDEVELOPMENT PROFESSIONAL SERVICES FROM SEPTEMBER 1-30, 2025 | 23,024.25 |
| | | | <u>29,879.75</u> |
| 11/07/2025 | PARK CONSTRUCTION COMPANY | PARTIAL PAYMENT 25-1 | 911,258.14 |
| 11/14/2025 | AARP | NOVEMBER AARP SAFE DRIVER CLASS | 205.00 |
| 11/14/2025 | BARR ENGINEERING COMPANY | 23/62-0210.00 ARMY REMEDIATION, SYSTEM MONITORING, MAINTENANCE PROJECTS | 20,345.03 |
| 11/14/2025 | BARR ENGINEERING COMPANY | PROFESSIONAL SERVICES 8/9/2025-10/3/2025 | 22,123.00 |
| | | | <u>42,468.03</u> |
| 11/14/2025 | BOLTON & MENK, INC | NEW BRIGHTON/10TH STREET NW CULVERT 10TH STREET | 11,353.50 |
| 11/14/2025 | BRAUN INTERTEC CORPORATION | NORTHWEST CULVERT REPLACEMENT | 7,015.84 |
| 11/14/2025 | BS & A SOFTWARE | BRIGHTWOOD HILLS CLUBHOUSE | 1,586.98 |
| 11/14/2025 | BS & A SOFTWARE | BS&A INTEGRATED PAYMENTS ABSORBED FEES 2025 OCTOBER | 305.59 |
| 11/14/2025 | BS & A SOFTWARE | BS&A INTEGRATED PAYMENTS ABSORBED FEES 2025 OCTOBER | 3,765.71 |
| 11/14/2025 | BS & A SOFTWARE | BS&A INTEGRATED PAYMENTS ABSORBED FEES 2025 OCTOBER | 3,765.71 |
| 11/14/2025 | BS & A SOFTWARE | BS&A INTEGRATED PAYMENTS ABSORBED FEES 2025 OCTOBER | 1,882.86 |
| | | | <u>11,306.85</u> |
| 11/14/2025 | CRAWFORD, LEIGH | 2025 SEPT MDRA ANNUAL CONF. PARKING | 6.00 |

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

| Check Date | Payee | Description | Amount |
|------------|-------------------------------------|--|------------------|
| 11/14/2025 | ESS BROTHERS & SONS INC. | 24-1 STREET REHAB FLEX SEAL | 20,110.00 |
| 11/14/2025 | FACTORY MOTOR PARTS CO | #1506 BRAKE PADS & ROTORS | 373.77 |
| 11/14/2025 | FINK, JENNIFER | ATHLETIC BUSINESS CONFERENCE EXPENSE REIMBURSEMENT | 65.49 |
| 11/14/2025 | FINK, JENNIFER | ATHLETIC BUSINESS CONFERENCE EXPENSE REIMBURSEMENT | 17.78 |
| | | | <u>83.27</u> |
| 11/14/2025 | FOSSE, CADY | BS&A MINI SESSION TO AND FROM EDEN PRAIRE MILAGE | 42.49 |
| 11/14/2025 | HAMDORF, TREVOR | UBER AT IACP CONFERENCE DENVER CO 10/18-10/21/2025 | 51.69 |
| 11/14/2025 | HAMDORF, TREVOR | UBER AT IACP CONFERENCE DENVER CO 10/18-10/21/2025 | 69.42 |
| | | | <u>121.11</u> |
| 11/14/2025 | JEFFERSON FIRE & SAFETY, INC. | BATTERY POWERED VENTILATION FANS | 9,819.50 |
| 11/14/2025 | KRAUS-ANDERSON CONSTRUCTION COMPANY | HANSEN PARK WEST PROJECT CONSTRUCTION | 616,957.83 |
| 11/14/2025 | NELSON, BRIANNA | EXPENSE STATEMENT REC INTERN 2025 | 70.91 |
| | | 2025-OCT MONTHLY MUNICIPAL MEETING AV SERVICES CITY OF | |
| 11/14/2025 | NORTH SUBURBAN ACCESS CORPORATION | NEW BRIGHTON | 1,284.50 |
| 11/14/2025 | REACH FOR RESOURCES | INCLUSION OVRAGE- SEPTEMBER | 171.68 |
| 11/14/2025 | TOKLE INSPECTIONS INC | MONTHLY INSPECTIONS | 4,794.88 |
| 11/14/2025 | US BANK | INVESTMENT ADMIN FEE QTR 3 2025 | 4,068.94 |
| 11/14/2025 | VOLK, ERIC | INTERNET REIMBURSEMENT | 105.22 |
| | | | <u>105.22</u> |
| 10/23/2025 | AMERICAN STUDENT TRANSPORTATION | FIELD TRIP FEES- ZERO GRAVITY | 300.00 |
| 10/23/2025 | AMERICAN STUDENT TRANSPORTATION | FIELD TRIP FEES- ZERO GRAVITY | 300.00 |
| 10/23/2025 | AMERICAN STUDENT TRANSPORTATION | FIELD TRIP BUS FEES- COMO ZOO W W/C BUS | 425.00 |
| 10/23/2025 | AMERICAN STUDENT TRANSPORTATION | FIELD TRIP BUS FEES- COMO ZOO W W/C BUS | 400.00 |
| 10/23/2025 | AMERICAN STUDENT TRANSPORTATION | FIELD TRIP BUS FEES - STAGES THEATRE W/LIFT BUS | 388.75 |
| 10/23/2025 | AMERICAN STUDENT TRANSPORTATION | FIELD TRIP BUS FEES - STAGES THEATRE W/LIFT BUS | 388.75 |
| 10/23/2025 | AMERICAN STUDENT TRANSPORTATION | LILLI PUT BUS CANELLATION FEE | 100.00 |
| 10/23/2025 | AMERICAN STUDENT TRANSPORTATION | FIELD TRIP BUS FEES - MERMAID BOWLING WLIFT BUS | 350.00 |
| 10/23/2025 | AMERICAN STUDENT TRANSPORTATION | FIELD TRIP BUS FEES - MERMAID BOWLING WLIFT BUS | 350.00 |
| 10/23/2025 | AMERICAN STUDENT TRANSPORTATION | FIELD TRIP BUS FEES- CENTRAL PARK W/LIFT BUS | 400.00 |
| 10/23/2025 | AMERICAN STUDENT TRANSPORTATION | FIELD TRIP BUS FEES- CENTRAL PARK W/LIFT BUS | 400.00 |
| | | | <u>3,802.50</u> |
| 10/23/2025 | APACHE LOCK & KEY | CORE CHANGES RISE AND NW ALARM DOOR | 324.95 |
| 10/23/2025 | BIG JOHN'S LANDSCAPING, LLC | CP24-1 DRIVEWAY END REINSTALLATION | 699.00 |
| 10/23/2025 | LEAGUE OF MINNESOTA CITIES | APMP FALL CONFERENCE | 50.00 |
| 10/23/2025 | LISSON, RYAN | MASTER PUMPKIN CARVER FOR PUMPKIN WALK | 1,350.00 |
| 10/23/2025 | LMCIT | DEDUCTIBLE - NO FAULT SEWER BACKUP - CLAIM 465934 | 535.00 |
| 10/23/2025 | MARTIN MARIETTA MATERIALS, INC | ASPHALT FOR WATERBREAK IN SE & TACK OIL | 279.40 |
| 10/23/2025 | MARTIN MARIETTA MATERIALS, INC | ASPHALT FOR SINK HOLES | 647.69 |
| | | | <u>927.09</u> |
| 10/23/2025 | MN METRO NORTH TOURISM BUREAU | SEPTEMBER LODGING TAX | 10,723.14 |
| 10/23/2025 | MN METRO NORTH TOURISM BUREAU | SEPTEMBER LODGING TAX | (536.16) |
| | | | <u>10,186.98</u> |
| 10/23/2025 | NOVACARE OUTPATIENT REHABILITATION | PRE-EMPLOYMENT TESTING - COOK | 185.00 |
| 10/23/2025 | OFFICE OF MN IT SERVICES | LANGUAGE LINE SERVICES - SEPTEMBER 2025 | 306.60 |
| 10/23/2025 | Otto Sons Construction LLC | REFUND PERMIT PBR25-0265 @ 80% | 1,391.20 |
| 10/23/2025 | Otto Sons Construction LLC | | |
| 10/23/2025 | Otto Sons Construction LLC | REFUND PERMIT PBR25-0265 @ 80% | 695.60 |
| 10/23/2025 | Otto Sons Construction LLC | REFUND PERMIT PBR25-0265 @ 80% | 85.00 |
| | | | <u>2,171.80</u> |
| 10/23/2025 | SAINT CROIX COFFEE & TEA COMPANY | COFFEE | 215.50 |
| 10/23/2025 | STOCKINGER, KATHY | CP24-1 IRRIGATION REPAIR REIMBURSTMENT | 500.00 |
| 10/23/2025 | WILSON, JOHN | CP 24-1 IRRIGATION REPAIRS | 1,388.32 |

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

| Check Date | Payee | Description | Amount |
|------------|--------------------------------|--|----------|
| 10/30/2025 | ALPHA PAINTING CO. | SQUAD ROOM PAINTING AND TWO DETECTIVE OFFICES | 1,600.00 |
| 10/30/2025 | BIG JOHN'S LANDSCAPING, LLC | PP#1 WALL REMOVAL & QUANTITIES ON HAND | 9,987.50 |
| 10/30/2025 | FLEETPRIDE, INC | 32309 AIR FILTER | 21.76 |
| 10/30/2025 | FLEETPRIDE, INC | OIL FILTERS/ SHOP | 15.42 |
| 10/30/2025 | FLEETPRIDE, INC | HYDRAULIC FITTINGS SHOP STOCK | 916.92 |
| 10/30/2025 | FLEETPRIDE, INC | FILTERS SHOP STOCK | 30.49 |
| 10/30/2025 | FLEETPRIDE, INC | #1105 12" MIRROR | 198.80 |
| | | | <hr/> |
| | | | 1,183.39 |
| 10/30/2025 | FRONTIER IRRIGATION | CP 24-1 IRRIGATION REPAIR | 1,811.01 |
| 10/30/2025 | KB FLOORS | NEW CARPET FOR SQUAD ROOM | 6,823.79 |
| | KOREY BEACH | | |
| 10/30/2025 | LYNN LEMBCKE CONSULTING | BWC AUDIT FOR 5/16/23-6/30/25 | 1,250.00 |
| 10/30/2025 | MARTIN MARIETTA MATERIALS, INC | 15TH ST & 28TH AVE SINK HOLES | 1,244.03 |
| 10/30/2025 | MCNEIL, NATHANIEL | REFUND FOR OVERPAYMENT | 1,092.51 |
| 10/30/2025 | MOUNDS VIEW, CITY OF | UTILITY CHARGES CITY OF MOUNDS VIEW 3RD QUARTER 2025 | 423.54 |
| 10/30/2025 | NYGAARD, PAUL | CP24-1 IRRIGATION REPAIR REIMBURSTMENT | 559.00 |
| 10/30/2025 | NYGAARD, PAUL | CP24-1 IRRIGATION REPAIR REIMBURSTMENT | 261.86 |
| | | | <hr/> |
| | | | 820.86 |
| 10/30/2025 | TWIN CITIES PET RESCUE | KITTY YOGA | 250.00 |
| 10/30/2025 | WILLIAMS, GRAHAM | REFUND FOR OVERPAYMENT | 31.74 |
| 11/06/2025 | AMBIA ENERGY, LLC | 80% REFUND PERMIT PE25-0300 PROJ CANCELLED | 1.00 |
| 11/06/2025 | AMBIA ENERGY, LLC | 80% REFUND PERMIT PE25-0300 PROJ CANCELLED | 120.00 |
| 11/06/2025 | AMBIA ENERGY, LLC | 80% REFUND PERMIT PBR25-0173 PROJ CANCELLED | 80.00 |
| 11/06/2025 | AMBIA ENERGY, LLC | 80% REFUND PERMIT PBR25-0173 PROJ CANCELLED | 1.00 |
| | | | <hr/> |
| | | | 202.00 |
| 11/06/2025 | DELAUNE, EUGENE AND KATHLEEN | UB REFUND FOR ACCOUNT: 221531-01 | 208.27 |
| 11/06/2025 | DOCKENDORF, ROBERT AND KIRSTEN | UB REFUND FOR ACCOUNT: 107987-01 | 56.94 |
| 11/06/2025 | DUMRA, RANJAN | UB REFUND FOR ACCOUNT: 311274-01 | 17.31 |
| 11/06/2025 | DUMRA, RANJAN | UB REFUND FOR ACCOUNT: 311274-01 | 30.73 |
| 11/06/2025 | DUMRA, RANJAN | UB REFUND FOR ACCOUNT: 311274-01 | 16.10 |
| | | | <hr/> |
| | | | 64.14 |
| 11/06/2025 | EARL F. ANDERSEN, INC. | SIGN BLANK MATERIAL "ALUMINUM BLANKS" | 1,434.35 |
| 11/06/2025 | FEATHER, WARREN SCOTT | REFUND FOR OVERPAYMENT | 3,456.19 |
| 11/06/2025 | GRIEP, ROSE | UB REFUND FOR ACCOUNT: 313767-01 | 1.72 |
| 11/06/2025 | GRIEP, ROSE | UB REFUND FOR ACCOUNT: 313767-01 | 6.34 |
| 11/06/2025 | GRIEP, ROSE | UB REFUND FOR ACCOUNT: 313767-01 | 3.03 |
| 11/06/2025 | GRIEP, ROSE | UB REFUND FOR ACCOUNT: 313767-01 | 1.60 |
| | | | <hr/> |
| | | | 12.69 |
| 11/06/2025 | HOWLAND, JEREL | UB REFUND FOR ACCOUNT: 107524-01 | 24.15 |
| 11/06/2025 | IDENTISYS INCORPORATED | STICKICARD FOR MEMBERSHIP CARDS | 282.29 |
| 11/06/2025 | JOHNSON, MARK AND CINDY | UB REFUND FOR ACCOUNT: 107318-01 | 24.68 |
| 11/06/2025 | LMCIT | CLAIM 465483 | 2,621.25 |
| 11/06/2025 | LMCIT | CLAIM 521770, 521937, 523757 | 1,240.86 |
| 11/06/2025 | LMCIT | CLAIM 521770, 521937, 523757 | 214.75 |
| 11/06/2025 | LMCIT | CLAIM 521770, 521937, 523757 | 550.66 |
| | | | <hr/> |
| | | | 4,627.52 |
| 11/06/2025 | MCDONALD, LINDA | UB REFUND FOR ACCOUNT: 111443-01 | 18.76 |
| 11/06/2025 | MCGRAW, TIMOTHY | UB REFUND FOR ACCOUNT: 220145-01 | 4.80 |
| 11/06/2025 | MCGRAW, TIMOTHY | UB REFUND FOR ACCOUNT: 220145-01 | 17.68 |
| 11/06/2025 | MCGRAW, TIMOTHY | UB REFUND FOR ACCOUNT: 220145-01 | 8.45 |
| 11/06/2025 | MCGRAW, TIMOTHY | UB REFUND FOR ACCOUNT: 220145-01 | 4.44 |
| | | | <hr/> |
| | | | 35.37 |

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

| Check Date | Payee | Description | Amount |
|------------|------------------------------------|--|-------------------------------|
| 11/06/2025 | MDRA | 2026 MDRA ANNUAL MEMBERSHIP DUES | 840.00 |
| | | SENIOR DAY TRIP TO CHANHASSEN NOV 12, 2025 FOR WHITE | |
| 11/06/2025 | MEDICINE LAKE TOURS | CHRISTMAS 48 PARTICIPANTS | 4,848.00 |
| 11/06/2025 | MEYERS, DOUGLAS | UB REFUND FOR ACCOUNT: 207167-01 | 196.84 |
| 11/06/2025 | MN POLLUTION CONTROL AGENCY | WRITTEN CLASS SD TEST- TRAVIS | 45.00 |
| 11/06/2025 | MN STATE FIRE DEPT ASSOC | 2026 MEMBERSHIP DUES | 450.00 |
| 11/06/2025 | MOGREN AERATION | DEEP TINE AERATION THE GREENS | 1,660.43 |
| 11/06/2025 | NATHE, ALAN AND ANGELA | UB REFUND FOR ACCOUNT: 302810-01 | 211.22 |
| 11/06/2025 | ORF, SCOTT AND LORI | UB REFUND FOR ACCOUNT: 218081-01 | 96.43 |
| 11/06/2025 | RALPH REEDER FOOD SHELF | GRANT PER MN STATUTE 465.039 | 20,000.00 |
| 11/06/2025 | RAMSEY COUNTY | PAYABLE 2025 SPECIAL ASSESSMENTS | 2,052.50 |
| 11/06/2025 | RAMSEY COUNTY | PAYABLE 2025 SPECIAL ASSESSMENTS | 965.00 |
| 11/06/2025 | RAMSEY COUNTY | PAYABLE 2025 SPECIAL ASSESSMENTS | 15.00 |
| | | | <u>3,032.50</u> |
| 11/06/2025 | ROSEVILLE PARK AND REC | SENIOR DAY TRIP OCTOBER 28, 2025 SWAN MIGRATION | 693.00 |
| 11/06/2025 | SIMMER, JAMES AND LAILAH | UB REFUND FOR ACCOUNT: 217208-01 | 127.07 |
| 11/06/2025 | WELKE, DANA S | UB refund for account: 300491-02 | 28.97 |
| 11/06/2025 | WS & D PERMIT SERVICE INC. | PB25-0470 PERMIT REFUNDED LESS ADMIN FEE | 430.00 |
| 11/06/2025 | WS & D PERMIT SERVICE INC. | PB25-0470 PERMIT REFUNDED LESS ADMIN FEE | 10.46 |
| | | | <u>440.46</u> |
| 11/13/2025 | BIG JOHN'S LANDSCAPING, LLC | PP#2 FINAL PMT 5TH AVE RETAINING WALL REPLACEMENT | 9,987.50 |
| 11/13/2025 | E.G. RUD & SONS, INC | 2025 STREET REHAB CONSTRUCTION STAKING | 18,578.40 |
| 11/13/2025 | FLEETPRIDE, INC | #1301 BACK UP LIGHTS | 79.63 |
| 11/13/2025 | KALINOFF, JOHN | UB refund for account: 103606 | 23.42 |
| 11/13/2025 | KALINOFF, JOHN | UB refund for account: 103606 | 15.82 |
| 11/13/2025 | KALINOFF, JOHN | UB refund for account: 103606 | 9.43 |
| 11/13/2025 | KALINOFF, JOHN | UB refund for account: 103606 | 8.53 |
| | | | <u>57.20</u> |
| 11/13/2025 | MINNESOTA OCCUPATIONAL HEALTH | Q3 RANDOM DRUG TESTING | 392.00 |
| 11/13/2025 | RAMSEY COUNTY ENVIRONMENTAL HEALTH | CLASS F RETAIL FOOD LICENSE | 197.00 |
| 11/13/2025 | REACH FOR RESOURCES | INCLUSION OVERAGE- AUGUST | 171.68 |
| 11/13/2025 | REACH FOR RESOURCES | INCLUSION OVERAGE- AUGUST | 15,713.01 |
| | | | <u>15,884.69</u> |
| 11/13/2025 | TIM BUTTERFIELD DRILLING, INC. | UB HYDRANT METER REFUND FOR ACCOUNT: 000015-01 | 2,180.45 |
| 11/13/2025 | TIM BUTTERFIELD DRILLING, INC. | | |
| 11/13/2025 | TIM BUTTERFIELD DRILLING, INC. | UB HYDRANT METER REFUND FOR ACCOUNT: 000015-01 | 182.60 |
| | | | <u>2,363.05</u> |
| | TOTAL PAYMENTS | | <u><u>\$ 6,400,637.98</u></u> |



COUNCIL PROCEEDINGS THE CITY OF NEW BRIGHTON

Pursuant to notice thereof, a regular meeting of the New Brighton City Council was held Tuesday, October 28, 2025 at 6:30 pm in the New Brighton Council Chambers.

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

Also Present: Devin Massopust-City Manager, Sarah Sonsalla-City Attorney (attending remotely), Gina Foschi-Finance Director, Craig Schlichting-Director Community Assets and Development, Ben Gozola-Assistant Director of Community Assets and Development

Call to Order

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

Pledge of Allegiance

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

Public Comment Forum

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

Approval of Agenda

Approval of the October 28, 2025 Council Agenda.

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

4 Ayes, 0 Nays-Motion Carried

Special Order of Business

1. Proclamation Recognizing Eagle Scout Elliott Gustafson

Mayor Niedfeldt-Thomas read a proclamation in full for the record recognizing Eagle Scout Elliot Gustafson. Elliot Gustafson thanked the Council for this recognition and commented on the recent project he completed at Hansen Park. He explained he enjoyed working to improve the patio area at the disc golf course. He stated he had 15 people volunteers him with this project.

Councilmember Allen thanked Elliot for being a volunteer in this community and commended him for achieving the rank of Eagle Scout.

2. Proclamation Recognizing the 75th Anniversary of the New Brighton Lions Club

Mayor Niedfeldt-Thomas read a proclamation in full for the record recognizing the 75th Anniversary of the New Brighton Lions Club and declaring November 10, 2025 to be New Brighton Lions Club Day in the City of New

Call to Order

Pledge of Allegiance

Public Comment Forum

Approval of Agenda

Approval of the October 28, 2025 Agenda.

Special Order of Business

Brighton.

Fritz Breidenbach, President of the New Brighton Lions Club, thanked the Council for this recognition. He commented on the work the Lions do in the community and stated he was very proud of the \$283,000 that was donated local charities last year.

Mayor Niedfeldt-Thomas stated she greatly appreciated the innovative spirit the Lions Club has, especially when it comes to stepping in and assisting with Stockyard Days. She thanked Mr. Breidenbach for his tremendous leadership and spirit of volunteerism on behalf of the community.

Councilmember Frischman thanked the Lions for the strong partnership they have with the City of New Brighton. Councilmember Allen thanked the Lions for all of their involvement in the community.

Consent Agenda

Consent Agenda

1. Consider Approval of Payments.
2. Approve City Council Minutes:
 - a. October 14, 2025 City Council Meeting Minutes.
 - b. October 14, 2025 Worksession Meeting Minutes.
3. Accept Receipt of Commission Minutes: None.
4. Resolution Authorizing Acceptance of a Metropolitan Council Policy Development Grant, and Granting Authorization to Enter Into a Contract with Thrive LLC To Complete a Housing Action Plan.
5. Consider Approval of an Agreement for Electrical Inspection Services.
6. Consider Authorizing Staff to Enter into an Agreement with Jessica Turtle and Rice Creek Watershed District for Public Art Installation at Hansen Park.
7. Consider Resolution Appointing Individuals to Commissions.
8. Consideration of Bids and Award of Contract for City Project 25-2B, 2025 Mill and Overlay.
9. Consider Professional Services Agreement with Kimley Horn for City Project 26-1, 2026 Street Rehabilitation Design Services.
10. Consider Resolution Authorizing a Transfer from the Street Financing Fund to the Street Improvement Capital Project Fund.
11. Consider Resolution Authorizing Interfund Loans from the Community Reinvestment Fund to the Utility Funds.

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

4 Ayes, 0 Nays - Motion Carried

Public Hearing

Public Hearing

None.

Council Business

1. New Brighton Town Center* Vision Plan Process Review (*TBD).

Council Business

1. New Brighton Town Center* Vision Plan Process Review (*TBD).

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

Assistant Director of Community Assets and Development Gozola stated the City of New Brighton, in partnership with Damon Farber Landscape Architects, has launched the Town Center Vision Plan to shape a long-term vision for the area surrounding City Hall, Veterans Park, and the Community Center. This district, often referred to as Downtown or City Center, serves as the civic and social heart of New Brighton. Once complete, the plan will create a shared vision and identity for the "Town Center" (name TBD), guide future redevelopment and public realm improvements, strengthen community connections, and identify zoning updates to support desired uses. The final plan will align with the upcoming 2028 Comprehensive Plan, and will be drafted to become the first component of the required plan update. Staff reported Damon Farber was in attendance to introduce their firm, their experience, and outline the process this study will go through over the next four to five months

Jeff McMenimen, Damon Farber, introduced himself to the Council and discussed the process that would be followed by his organization for the Town Center planning process.

Jordan van der Hagen, Damon Farber, introduced himself to the Council and noted he would be the design lead for this project.

Mr. McMenimen explained Damon Farber was a landscape architecture and urban design planning firm that has been in business in the Twin Cities for nearly 50 years. He reported he and Jordan were working with the city of Hermantown and Crystal on a town center planning effort. In addition, he has worked with the cities of Burnsville and Maple Grove on their public realm. He provided an overview of the Town Center vision plan which included the area from 10th Street to I-35W and Old Highway 8 to County Road E2. He discussed how the City had received grant funding to assist with this project in order to create a unified plan. His goal was to align this plan with the future comp plan. The timeline for this project was reviewed and it was noted the project would have four phases. The first phase would include community engagement after which time draft concepts would be created. He indicated he would then pursue community feedback on the draft concepts prior to completing a final plan for Council adoption.

Mr. van der Hagen provided an outline of the project area and noted the key landscape that was in place. He explained he was working to understand all of the systems in place, the demographics, employers, landowners and how traffic moved through this area. In addition, he wanted to better understand the parks and open spaces in this area. He stated he appreciated how involved the public was with the City and he wanted this project to empower the public. He reported an emerging theme from the feedback he has received to date notes there is a desired priority to enhance the public realm.

Mr. Breidenbach commented the next step for this project would be to encourage residents to complete an online survey which could be done now through early November. He stated a visioning workshop would be held with the City Council in the near future

Councilmember Frischman asked if the QR code for the survey could be posted at the Community Center. Assistant Director of Community Assets and Development Gozola stated he would speak with Park and Rec staff regarding this matter.

Mayor Niedfeldt-Thomas explained she was not thrilled about labeling this area a "Town Center". She asked if Damon Farber had other recommendations for naming this area. Mr. Breidenbach stated the name for this area was still up in the air and noted this was one of the questions on the online survey.

Mayor Niedfeldt-Thomas encouraged the representatives from Damon Farber to consider meeting with the New Brighton Area Historical Society, noting this organization would have historical maps of the area. In addition, she recommended Damon Farber meet with CPY (Community Partners with Youth) and attend an upcoming farmers market. She requested staff investigate if the property south of E2 (McGillis & Gibbs) could be altered. She commented on the parks comprehensive plan the City had in place and encouraged Damon Farber to review this document.

Assistant Director of Community Assets and Development Gozola explained the parks comprehensive plan was provided to Damon Farber, however he was uncertain if all of the documents provided by staff had been reviewed. He understood that all of the documents provided by staff would be used to help form the foundation through the planning process.

Mr. Breidenbach discussed the parks that were included within the study area noting the southwest corner of the study

area did need better connections to the remaining portion of the study area.

Mayor Niedfeldt-Thomas asked when the next City newsletter would be sent out. Assistant Director of Community Assets and Development Gozola explained staff was working on an article regarding this project for the next newsletter. Mayor Niedfeldt-Thomas commented on how the Council was working to be proactive when it comes to redevelopment opportunities noting the Council was interested in creating opportunities or charting the future versus being reactive. She thanked Damon Farber for working with the City team on this project.

Councilmember Allen inquired if visuals of a renovated Veterans Park have been put out to the public for feedback. Mr. van der Hagen stated this information was not included in the current survey.

Councilmember Allen questioned when the roadways within the study area were last reconstructed. Director of Community Assets and Development Schlichting stated most of the roadways were reconstructed in the 2015 to 2016 timeframe. He discussed how this project would create opportunities for enhanced streetscapes.

City Manager Massopust noted this item would come back to the City Council at a future worksession meeting for further discussion.

- 2. Consider Approval of Ordinance 923: An Ordinance to Conditionally Amend the Future Land Use Map in the 2040 Comprehensive Plan, and Conditionally Amend the Official Zoning Map for Land in and Around the Brightwood Hills Golf Course Clubhouse
 - a. Summary Publication Resolution for Ordinance 923.

2. Consider Approval of Ordinance 923: An Ordinance to Conditionally Amend the Future Land Use Map in the 2040 Comprehensive Plan, and Conditionally Amend the Official Zoning Map for Land in and Around the Brightwood Hills Golf Course Clubhouse
 a. Summary Publication Resolution for Ordinance 923.

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

Assistant Director of Community Assets and Development Gozola stated a recent facilities study showed a need for major investment in the Brightwood Hills Clubhouse in the coming years, dictating that replacement of the building may be the best long-term investment strategy for the community. Because of the expected price tag of the needed improvements, the City intends to explore options for a public-private partnership to replace the clubhouse. The City would gain an economically advantageous pathway to replacing the clubhouse and position the golf course for continuous success, and a developer would gain the right to create housing units above or next to the new clubhouse. A development concept could also address parking, drainage, and access issues for both the golf course property and the Grace Point Church property to the north. The proposed changes to land use guidance and zoning proposed by Ordinance 923 would only take effect on lands included in the development proposal, and only if a final development plan is acceptable to the City. Staff commented on the potential benefits of a public private partnership in further detail and detailed the type of housing units that could be included in this redevelopment project and reported the Planning Commission recommended conditional approval of Ordinance 923.

Mayor Niedfeldt-Thomas reported the Council has made it a priority to be very transparent. To that end, she explained there have been a number of proposal to change zoning regulations at the State level and the City Council has been lobbying against these changes. She reported the Council supports local municipalities being required to hold public hearings. She commented on how developers were voicing concern with how difficult it was to get proposals to City Council's because of the cost. She indicated the City's conditional zoning recommendation would allow developers to come to the City with a proposal for this property and honest conversations could be held. She noted the entire point of this ordinance was to quell the narrative at the capitol and to bring this project forward with a positive opportunity for both the City and a potential developer.

Councilmember Frischman commented she attended the Planning Commission meeting and stated she greatly appreciated the comments that were made by the public. She indicated she had wished even more residents had attended the meeting given how the number of households for this hearing was expanded.

Councilmember Allen explained he supported the City putting parameters in place for this development. He appreciated how the City was looking ahead and taking comments from the public. He stated the Council was uncertain if a developer would come forward that was interested in doing the type of project the City wanted, given the current market. However, the City was facing \$1.5 million in maintenance fees and was interested in pursuing a public private partnership for the clubhouse.

Councilmember Steffenhagen supported the City expanding its options while setting a narrow set of expectations for this property. He appreciated the fact the drainage issues surrounding the golf course and on the Grace Point Church property would be improved through the redevelopment of this site.

Further discussion ensued regarding the City’s work to identify and redevelopment certain mixed use nodes within the community.

Mayor Niedfeldt-Thomas requested staff speak to the conversations they have had with Grace Point Church. Assistant Director of Community Assets and Development Gozola stated Grace Point Church has been struggling with drainage issues and have been investing in their building. He noted exterior improvements were proposed for 2026 and noted this property was on board with a potential redevelopment project on the clubhouse site.

Mayor Niedfeldt-Thomas inquired if staff was in active conversations with regarding this project with developers. Assistant Director of Community Assets and Development Gozola indicated the only idea that has been brought forward to developers was that a potential redevelopment project may be coming forward for the clubhouse property. Mayor Niedfeldt-Thomas stated if this Ordinance were to be approved by the Council the next step for staff would be to inform developers that have expressed interest in this site of the proposed plans for this site and to encourage these developers to come forward with a proposal. She commented if a plan were to come forward how would this be addressed by the City. Assistant Director of Community Assets and Development Gozola explained after developers are made aware of the opportunity to provide a proposal, staff would evaluate the proposals and the top five would be brought to the City Council to see if the correct parameters are being met. He indicated further consideration would be held to ensure ownership and site design requirements are being met. He stated if the plan met these requirements, the proposal could move forward for preliminary plat consideration. City Manager Massopust reported the EDC and Planning Commission would review the proposal for comment to the City Council.

Motion by Councilmember Frischman, seconded by Councilmember Steffenhagen to recommend conditional approval of Ordinance 923, An Ordinance to Conditionally Amend the Future Land Use Map in the 2040 Comprehensive Plan, and Conditionally Amend the Official Zoning Map for Land in and Around the Brightwood Hills Golf Course Clubhouse.

4 Ayes, 0 Nays-Motion Carried

Assistant Director of Community Assets and Development Gozola reviewed the standard public hearing notice for this item and explained he received an email from the *Pioneer Press* that stated this item was published on October 21 not on or before October 3. He noted this was an honest mistake, but one that impacts the City’s process. He explained the Council’s action will demonstrate to developers the direction for this item. He noted if a proposal were to come forward from a developer, the Ordinance will be run concurrently with the preliminary plat.

Mayor Niedfeldt-Thomas inquired if the City was still required to publish ordinances in the *Pioneer Press* or could this be done on the City’s website. City Attorney Sonsalla explained the new legislation was to provide for communities that were outstate and do not have access to the *Pioneer Press* or the *Star Tribune*.

Mayor Niedfeldt-Thomas inquired if the City Attorney supported the publication plan as proposed by staff. City Attorney Sonsalla explained she supported staff’s publication recommendation.

3. Consider Acceptance of the Third Quarter 2025 Interim Financial Report.

City Manager Massopust indicated Finance Director Foschi would be presenting this item to the Council. Finance Director Foschi stated quarterly interim financial reports are provided in an effort to keep the Council informed of the City’s fiscal condition. She reviewed the third quarter 2025 interim financials, commenting on the revenues and expenditures in further detail for the City’s general fund and enterprise funds with the Council and recommended approval.

Councilmember Frischman asked if the overage in the Parks and Recreation Department was due to credit card fees. Finance Director Foschi reported the overage was due to an increase in the fees that were being charged by the credit card companies.

Mayor Niedfeldt-Thomas encouraged staff to make adjustments to the 2026 budget in order to accommodate the change in credit card fees. Finance Director Foschi reported staff had made an adjustment.

Councilmember Frischman thanked all who worked in the license bureau for providing a tremendous service to the community and for being a productive operation for the City.

3. Consider Acceptance of the Third Quarter 2025 Interim Financial Report.

Motion by Councilmember Frischman, seconded by Councilmember Steffenhagen to accept the third quarter 2025 Interim Financial Reports.

4 Ayes, 0 Nays-Motion Carried

Commission Liaison Reports, Announcements and Updates

Commission Liaison Reports, Announcements and Updates

Devin Massopust

City Manager Massopust thanked the Parks and Recreation Department for hosting another eventful Pumpkin Walk on Friday, October 24. He stated the Council would be meeting next on Tuesday, November 25.

Graeme Allen

Councilmember Allen reported he attended the Pumpkin Walk and noted this event was a tremendous success again this year. He stated he was very proud of all of the community events that were hosted by the City each year. He indicated the PREC would not be meeting in November, but encouraged the public to participate in Gnomes-giving gnome search from November 18 through December 2. He stated Veterans Day would be on Tuesday, November 11 and City offices would be closed that day.

Jeanne Frischman

Councilmember Frischman thanked the fire department for being a part of the Pumpkin Walk and for having a grease fire demonstration for the public.

Mayor Niedfeldt-Thomas

Mayor Niedfeldt-Thomas thanked the residents who participated in the Planning Commission public hearing. She congratulated the New Brighton Lions for celebrating their 75th anniversary. She congratulated the new commissioners that were appointed by the City Council at this meeting. She thanked the veterans who have served and to those who were active duty in the community. She noted she would be participating in a Rice Creek Watershed District State of Minnesota bonding showcase where the Jones Lake project would be discussed. She encouraged the public to participate in the upcoming election which would be held on Tuesday, November 4.

Adjournment

Mayor Niedfeldt-Thomas adjourned the meeting at 8:32 p.m.

Adjournment
The meeting adjourned at 8:32 p.m.

Kari Niedfeldt-Thomas, Mayor

ATTEST: _____
Terri Spangrud, City Clerk



Council Worksession
October 28, 2025
5:00 pm

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

Absent: Councilmember Emily Dunsworth

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

Guests in Attendance:

2026-2045 Utility Rate Analysis Discussion

Massopust stated the 2026-2045 utility rate analysis and 2026 proposed utility rates will be presented and discussed.

Foschi reviewed the 2026-2045 utility rate analysis with the Council noting a 20-year analysis of the City's water, sewer, stormwater and street light enterprise operations and their respective capital improvement plans is completed annually. The focus of the analysis is to ensure the determination of revenues, expenses and cash flows is appropriate for operations, capital maintenance and capital replacement. She provided further comment on the proposed water, sanitary sewer, stormwater and street light rates. Staff commented on how the proposed rate increases would impact the annual average bill for a single family home, noting there would be an approximately 5% increase.

Councilmember Allen requested further information on how much the City pays to have its waste water treated. Schlichting reported the City would be charged approximately \$2.4 million by Met Council to have its waste water treated.

Schlichting reviewed the projected water capital expenditures for the next 20 years which included repainting the water towers, water meter replacement, County Road watermain reconstruction, well and WTP site improvement and watermain street reconstruction costs.

Councilmember Allen stated he would like to have a conversation about what a fair utility rate would be for seniors living alone in a home.

Mayor Niedfeldt-Thomas agreed this would be a valuable conversation to have in 2026. Foschi reported there are so many ways a City can charge for utilities and noted an outside consultant may have to be brought in to assist the City with looking at the utility rate structure.

Councilmember Steffenhagen explained he was curious to learn more about what goes into the commercial and multi-family utility rates. Massopust noted that not all multi-family units have their own meters.

Schlichting commented on the sanitary sewer capital projects that would be completed in the next 20 years which included a SCADA replacement, Lift Station #23 onsite generator, Lift Station #7 pumps and controls, Lift Station #7 onsite generator, Lift Station #8 pumps and controls, street reconstruction costs and the cost for annual lining of problem sewers. He reviewed the stormwater capital expenditures for the next 20 years which included a Lions Park Stormwater reuse project, pavement management projects, curb replacements, street reconstruction cost and pond dredging. He provided the Council with a summary of the expenditures proposed for the street light capital funding noting this included re-lamping, pole painting and replacements.

Councilmember Allen asked if the City would have blue light posts going forward. Schlichting reported the City would have green ornamental light posts going forward, but noted some corridors would have blue light posts. He noted the plan for all semi-fours would be to have these transitions galvanized so as not to add future maintenance costs for the City.

Foschi provided the Council with detailed information on the Community Reinvestment Fund noting the projected cash balance for the next ten years. It was noted this fund was used for internal loans for capital projects.

Councilmember Frischman requested further information on franchise fees. Schlichting discussed how a flat franchise fee was collected from all Xcel Energy customers in the community. He noted \$100,000 of the fees collected from franchise fees were being directed towards the City's climate action plan.

Councilmember Allen thanked staff for all of their efforts on the utility rates and for creating a long term plan for the City.

Mayor Niedfeldt-Thomas thanked staff for their efforts and reported this item would come back to the Council will be on Tuesday, December 9.

Worksession adjourned at 5:57 pm

Respectfully submitted,

Terri Spangrud
City Clerk



MINUTES
New Brighton Equity Commission
Regular Meeting – September 18, 2025
6:30 p.m.

I. Call to Order

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

II. Roll Call

Members Present: Commissioners Cathy Forbes, Liz Erstad-Hicks, Sophie Jung, Kami Miller, Michael Postle, Melissa Spiess and Ellen Weber.

Members Absent: Commissioners Carlos Herrera and Kisten Thompson

Also Present: DEI Coordinator Hue Schlieu

III. Approval of Agenda

Motion by Commissioner Erstad-Hicks, seconded by Commissioner Weber to approve the agenda as presented.

Approved 7-0

IV. Approval of Minutes

Motion by Commissioner Weber, seconded by Commissioner Erstad-Hicks to approve the minutes from the August 21, 2025 meeting.

Approved 7-0

V. Business Items

A. DEI Commission Forum Preparation

Schlieu stated New Brighton Equity Commission hosted the first annual Equity Commission Forum in 2024. The forum was meant to provide space for Commissioners across the metro area to come together to ask questions, share learning, and receive more context on the potential impact that an Equity Commission can have. The event was such a success that there was a request for an annual occurrence. Minnetonka offered to host this year's forum. The goal of the meeting is to prepare for potential discussion topics to maximize the Commissioner's time and learning at the event. Staff requested feedback on how the City measures equity success.

Discussion included:

- The Commission asked who was invited to attend the forum in Minnetonka, noting equity members from Shoreview and Roseville was interested in attending.
- It was noted the event would be a world café style event, where a number of different topics would be discussed.
- The positive conversations that were held regarding cannabis retail sales were discussed.
- The Commissions efforts to address land acknowledgements and the future of Totem Pole Park was discussed.
- Staff commented on how equity was a value and priority to City staff.
- The Commission suggested the Equity Commission’s work plan be presented at this DEI forum event.
- The Commission spoke to the value of having a student commissioner on the Equity Commission, as well as building a youth community connectors program.
- The Commission appreciated receiving a presentation from Met Council where transit and accessibility in the community was further discussed.
- Further discussion ensued regarding how to share information and ideas with other equity commissions.
- Cost effective ways to provide the public with information on equity events in other communities was discussed.
- The benefit of reviewing other equity commission meeting minutes was discussed.
- The Commission commented on how difficult it may be to discuss the political climate at this time.
- The Commission supported discussing equity barriers and how other communities are overcoming these barriers.
- Staff suggested a future equity event be focused on barriers.
- The importance of seeing subsections in communities was addressed.
- Staff commented on how the City could consider hosting a community educational event.

VI. City Staff Update – Hue Schlieu, DEI Coordinator

Schlieu reported mid-year open Commission seat applications were due Tuesday, October 7 at 4:30 p.m. She encouraged Commissioners to reach out to residents that may be interested in serving. She indicated the City recently signed a language line contract which will allow staff to be able to get translation services immediately. She commented on a DEI training session that was held with Dr. Williams and City staff. She provided the Commission with an update on the youth community connectors program. Information was provided regarding the upcoming pumpkin walk. She stated she looked forward to attending the upcoming DEI forum with Commissioners on Tuesday, September 30.

VII. Chair Update – Kami Miller

Chair Miller provided the Commission with an update on the discussion the Council had regarding Commission pay.

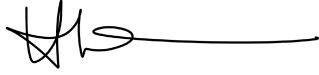
VIII. City Council Update – Emily Dunsworth

There was no update from the City Council.

IX. Adjournment – Next Meeting: October 16, 2025

The meeting adjourned at 8:05 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'HS' followed by a long horizontal line.

Hue Schlieu
DEI Coordinator



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|------------------------|--------------------------|
| Agenda Section: | Consent Agenda |
| Report Date: | 11/12/2025 |
| Meeting Date: | November 25, 2025 |

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of Temporary Liquor License for St. John the Baptist Church's Annual Wines to Wishes Fundraiser Event on January 31, 2026

| | |
|--------------------------|-------------------------------|
| Action Requested: | |
| Public Hearing: | <u>Motion: X</u> |
| Discussion: | Informational: |
| Form of Action: | |
| Resolution: | Ordinance: |
| Contract/Agreement: | <u>N/A or Other: X</u> |
| Votes Needed: | |
| <u>3 Votes: X</u> | 4 Votes: |
| 5 Votes: | N/A: |

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|---------------------------|--|
| Summary Statement: | <ul style="list-style-type: none"> • St John the Baptist Church is applying for a temporary On-Sale Liquor License for their Annual Wines to Wishes Fundraiser event scheduled for January 31, 2026. • The \$100 temporary liquor license fee and all paperwork have been submitted. |
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| Recommendations: | Approve the temporary liquor license application for St John the Baptist's School Fundraiser Event. |
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| Applicable Deadlines: | The state requires a minimum of 30 days to process liquor licenses. |
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| Community Impact: | The annual January fundraiser Wines to Wishes has been a recurring community event at St. Johns for many years; it brings the community together for a festival of family activities, music, food, and more in St. John the Baptist Church to support the parish school. This is an event many in New Brighton look forward to each year, and the church itself has a rich, long history in New Brighton which can be traced back to 1902. Events like this support community cohesion and offer informal opportunities for inclusive participation. |
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| Legislative History: | City Code Chapter 4 regulates temporary on-sale liquor licenses. |
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| Strategic Priority: | Financial Sustainability | Staff Capabilities |
| | Economic Development | Community Engagement & Belonging |
| | City Assets | N/A |

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| Fiscal Impact: | Financial Impact: Is there a financial consideration? | | No | Yes: \$ |
| | Financing Sources: | Budgeted | Budget Modification | |
| | New Revenue | Use of Reserves | Other | |

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| Attachments: | |
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| Agenda Section: | Consent Agenda |
| Report Date: | 11/12/2025 |
| Meeting Date: | November 25, 2025 |

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Request of Gambling Exempt Permit Application for St. John the Baptist Church's Annual Wines to Wishes Fundraiser Event on January 31, 2026

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|--------------------------|------------------------|
| Action Requested: | |
| Public Hearing: | <u>Motion: X</u> |
| Discussion: | Informational: |
| Form of Action: | |
| Resolution: | Ordinance: |
| Contract/Agreement: | <u>N/A or Other: X</u> |
| Votes Needed: | |
| 3 Votes: | 4 Votes: |
| 5 Votes: | <u>N/A: X</u> |

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| Summary Statement: | <ul style="list-style-type: none"> • St John the Baptist Church is applying for a gambling exempt permit for their Annual Wines to Wishes Fundraiser event scheduled for January 31, 2026. • All required paperwork has been submitted. |
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| Recommendations: | Take no action. |
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| Applicable Deadlines: | The state requires a minimum of 30 days to process gambling exempt permits. |
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| Community Impact: | The annual January fundraiser, Wines to Wishes, has been a recurring community event at St. Johns for many years; it brings the community together for a festival of family activities, music, food, and more in St. John the Baptist Church to support the parish school. This is an event many in New Brighton look forward to each year, and the church itself has a rich, long history in New Brighton which can be traced back to 1902. Events like this support community cohesion and offer informal opportunities for inclusive participation. Proceeds from gambling will go directly to the parish school, which will produce more well-rounded, civic-minded leaders coming in to our community. |
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| Legislative History: | Gambling Exempt Permits, once approved by the City, go to the Minnesota Gambling Control Board for final approval. This process can take up to 30 days. |
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| Strategic Priority: | Financial Sustainability | Staff Capabilities |
| | Economic Development | Community Engagement & Belonging |
| | City Assets | <u>N/A</u> |

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| Fiscal Impact: | Financial Impact: Is there a financial consideration? | | No | Yes: \$ |
| | Financing Sources: | Budgeted | Budget Modification | |
| | New Revenue | Use of Reserves | Other | |

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| Attachments: | |
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| Agenda Section: | Consent Agenda |
| Report Date: | 11/12/2025 |
| Meeting Date: | November 25, 2025 |

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Request of Gambling Exempt Permit Application for the New Brighton Sportsmen's Club 2026 "Fun for All Raffle" on Sunday, February 3, 2026

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| Action Requested: | |
| Public Hearing: | <u>Motion: X</u> |
| Discussion: | Informational: |
| Form of Action: | |
| Resolution: | Ordinance: |
| Contract/Agreement: | <u>N/A or Other: X</u> |
| Votes Needed: | |
| 3 Votes: | 4 Votes: |
| 5 Votes: | <u>N/A: X</u> |

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| Summary Statement: | <ul style="list-style-type: none"> • The New Brighton Sportsmen's Club is applying for a gambling exempt permit for their annual "Fun for All Raffle" event scheduled for February 22, 2026. • The event will be located at the New Brighton Eagles Aerie #3718 at 1pm. • All required paperwork has been submitted. |
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| Recommendations: | Take no action. |
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| Applicable Deadlines: | The state requires a minimum of 30 days to process gambling exempt permits. |
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| Community Impact: | For more than 75 years, the New Brighton Sportsmen’s Club has been a proud part of New Brighton's history, dedicated to conserving Minnesota’s natural habitats and promoting responsible outdoor recreation. Their long-standing “Fun for All Raffle” continues that legacy by raising funds that directly support local youth programs, conservation efforts, and community events. Through this annual tradition, the Club helps protect our natural resources while bringing neighbors together in the shared spirit of good sportsmanship and community pride. |
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| Legislative History: | Minnesota State law requires the City to sign the form before the applicant can submit their application to the Gambling Control Board. Gambling Exempt Permits, once approved by the City, go to the Minnesota Gambling Control Board for final approval. This process can take up to 30 days. |
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| Strategic Priority: | Financial Sustainability | Staff Capabilities |
| | Economic Development | Community Engagement & Belonging |
| | City Assets | <u>N/A</u> |

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| Fiscal Impact: | Financial Impact: Is there a financial consideration? | | No | Yes: \$ |
| | Financing Sources: | Budgeted | Budget Modification | |
| | New Revenue | Use of Reserves | Other | |

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| Attachments: | |
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| Agenda Section: | Consent Agenda |
| Report Date: | 11/12/2025 |
| Meeting Date: | November 25, 2025 |

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider a Resolution authorizing staff to enter into a five-year agreement governing Ramsey County SCORE Grant Funds and Establishing the 2026 Recycling Service Charge.

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| Action Requested: | |
| Public Hearing: | Motion |
| Discussion: | Informational: |
| Form of Action: | |
| Resolution | Ordinance: |
| Contract/Agreement: | N/A or Other: |
| Votes Needed: | |
| 3 Votes | 4 Votes: |
| 5 Votes: | N/A: |

| | |
|---------------------------|--|
| Summary Statement: | <p>-- Every year, Ramsey County administers grants to municipalities in support of local recycling services. These grants have been termed "SCORE" grants as money is being allocated from the State via the Select Committee On Recycling & the Environment (SCORE).</p> <p>-- This year, Ramsey County is asking all of its communities to enter into a five-year agreement to govern SCORE funding rather than revisit this item every year. Staff and the City Attorney have reviewed this new framework, and we concur this is an appropriate pathway forward.</p> <p>-- SCORE grant money <i>partially</i> funds budget items directly related to the</p> |
|---------------------------|--|

New Brighton recycling program, including staffing, city clean-up days, funding implementation of climate action plan waste management goals, and reducing recycling fees for all residents.

- Preliminary data provided to staff suggests the City will receive approximately \$93,518 in SCORE funds in 2026.
- 2026 will be year three of the City’s 5-year service contract with Republic Services. Under the contract, recycling rates in 2026 will be \$4.90 per unit, per month; or \$58.50 per year, per household. Given this contracted rate, the City’s recycling program in 2024 will cost \$372,850.80.
- To offset costs incurred by the City to administer the recycling program after inclusion of SCORE funds, the City will need to collect a 2026 *Recycling Service Charge* of \$14.25 on quarterly utility bills.

Recommendations: Approval of the resolution authorizing staff to enter into a five-year agreement with Ramsey County regarding SCORE grant funding, and establishing a 2026 recycling service charge of \$14.25.

Applicable Deadlines: Approval of this resolution is required at this time to ensure the City's 2026 SCORE funding request is submitted to the County on time.

Community Impact: Securing a yearly SCORE grant from Ramsey County supports:

- Staffing to administer the recycling program;
- Yearly clean-up day costs;
- Achieving Climate Action Plan waste management goals; and
- A city-wide discount on yearly recycling service fees paid by residents

Legislative History: Towards the end of every year, the City Council is asked to approve a resolution authorizing staff to pursue a SCORE grant through Ramsey County, and to establish the coming year’s recycling rate. This year, the County is asking all cities to enter into a five-year agreement on grant funding to alleviate the need to revisit this matter on a yearly basis. The agreement was reviewed by the City Attorney, and there are no concerns with the proposed framework.

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| Strategic Priority: | Financial Sustainability | Staff Capabilities |
| | Economic Development | Community Engagement & Belonging |
| | City Assets | N/A |

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| Fiscal Impact: | Financial Impact: Is there a financial consideration? | | No | Yes: Approximately \$93K+ per year in grant funds to support the New Brighton recycling program |
| | Financing Sources: | Budgeted | Budget Modification | |
| | New Revenue | Use of Reserves | Other | |
| | | | | |

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|---------------------|----|-----------------------------|
| Attachments: | 1. | 2026 SCORE GRANT RESOLUTION |
| | 2. | 5-year SCORE Agreement |

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

RESOLUTION AUTHORIZING STAFF TO ENTER INTO A FIVE-YEAR AGREEMENT WITH
RAMSEY COUNTY GOVERNING SCORE RECYCLING GRANTS FROM 2026 THROUGH 2030,
AND ESTABLISHMENT OF THE 2026 RECYCLING FEE

WHEREAS, the City of New Brighton (“City”) is a municipal corporation and subdivision of the State of Minnesota organized and operating under Minnesota law; and

WHEREAS, the City Council is the official governing body of the City; and

WHEREAS, the City operates a municipal recycling program; and

WHEREAS, state law requires counties to manage the waste produced by citizens and businesses by waste reduction, reuse, and recycling in preference to land-filling; and

WHEREAS, the Legislature has enacted legislation, referred to as the SCORE program, which authorizes grants to counties for waste reduction, reuse, and recycling activities; and

WHEREAS, the State of Minnesota has provided SCORE program money to Ramsey County for recycling activities; and

WHEREAS, Ramsey County provides annual grants to cities located within its boundaries, and is seeking to enter into a five-year agreement with its communities to oversee yearly disbursement of grant funds; and

WHEREAS, the City Attorney has reviewed the proposed agreement and did not identify any items of concern; and

WHEREAS, the City Manager, City Attorney, and City Clerk are asked to sign the agreement one authorized to do so by the City Council; and

WHEREAS, the City has entered into a Recycling Services Agreement with Republic Services that secured recycling services through 2028 at negotiated rates; and

WHEREAS, to cover recycling costs per the contract with Republic Services, a quarterly fee for recycling services must be established.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of New Brighton that City staff is authorized to enter the five-year agreement with Ramsey County to oversee yearly disbursement of SCORE grant funds through 2030; and

BE IT FURTHER RESOLVED, that the quarterly fee for recycling services in 2026 is hereby set at \$14.25.

ADOPTED this day of November 25, 2025, by the New Brighton City Council with a vote of ___ ayes and ___ nays.

Kari Niedfeldt-Thomas, Mayor

ATTEST:

Devin Massopust, City Manager

Terri Haarstad, City Clerk

(SEAL)

**AGREEMENT BETWEEN
RAMSEY COUNTY AND THE MUNICIPALITY
FOR A SCORE (The Governor’s Select Committee on Recycling and the Environment) FUNDING
RECYCLING GRANT**

This Agreement is between Ramsey County (the "County") and the City of New Brighton (the "Municipality").

Every year, Ramsey County receives SCORE (Governor’s Select Committee On Recycling and the Environment) funding from the Minnesota Pollution Control Agency. These funds are passed through to the municipalities to provide partial support for municipal recycling and related programs. To receive SCORE funding, municipalities must apply for the funding annually as well as adhere to the SCORE funding requirements.

1. MUNICIPALITY OBLIGATIONS

a. Collection

1. The Municipality shall ensure residential recycling service is available weekly or every other week to residents at their place of residence, including all multi-unit dwellings and manufactured home parks.
2. The Municipality shall provide recycling for at least the following materials at curbside and multi-unit dwelling properties:
 - a. Paper.
 - b. Cardboard.
 - c. Glass bottles.
 - d. Metal cans.
 - e. Cartons.
 - f. Plastic beverage and food containers.
 - g. Organics when present.
3. Ensure the collection of textiles for recycling is available to residents through curbside collection and to multi-unit dwellings through special collection or drop-off.
4. The Municipality shall add additional recyclable materials as reliable markets become available.
5. The Municipality shall maintain a long-term funding mechanism for its residential recycling programs.
6. The Municipality commits to the following one or two incentive(s) resources:
The Municipality shall implement the incentives specified in Attachment A: Recycling Performance Workplan listing them in their annual work plan in accordance with the guidelines outlined in Section 1(b) of this Agreement and will work to incorporate the Municipality's established environmental justice goals into both base and incentive funding structures. Attachment A is attached and made part of this Agreement.

b. Recycling Performance Work Plan

Each work plan year, the Municipality shall implement the strategies specified in Attachment A to measure its progress towards achieving recycling goals. Work plans may be updated if agreed to by both parties in writing.

c. Reimbursement

1. Expenses eligible for reimbursement must be in accordance with the established eligible expenses. Funds not spent by the Municipality during the budget year will be retained by the County. Unspent funds may be used by the County for SCORE-eligible expenditures as determined by the County. If applicable, the Municipality shall use the SCORE funds as specified by the Joint Powers Agreement for Recycling Funding dated July 1, 2019.
2. The County shall reimburse the Municipality a maximum not to exceed sum of **\$93,518** in base funding with **\$11,907.50** in incentive funding. Subject to the provisions of section 1(c)(5) below, the Municipality shall receive two payments for base funds. A payment of 50% of the total base funding award will be made within 35 days of receipt of an invoice, and in no case prior to the first day of March. The second payment of 50% of the total base funding award will be made within 35 days of receipt of an invoice, and in no case before the first day of June. The Municipality may invoice for the entire incentive funding amount upon completion of the incentive project by submitting an invoice and appropriate documentation of expenses.
3. The Municipality shall not use grant funds for expenses, or a portion of expenses, which have been or will be reimbursed by other parties, or for expenses that do not meet the eligibility criteria outlined in the SCORE grant application.
4. The County's obligation under this Agreement is subject to the availability and provision of funding from the State of Minnesota. The County may immediately cancel this Agreement or reduce the reimbursement to the Municipality to the extent funds received from the State are reduced or eliminated. The County is acting as fiscal agent for the Municipality and in no event shall be obligated to reimburse the Municipality in an amount in excess of that actually received from the State.
5. The County may deny reimbursement to the Municipality, or seek recovery of payments disbursed to the Municipality, if the Municipality is unable to verify that recycling collection service is provided at each place of residence, including multi-unit dwellings and manufactured home parks. The amount that the County may deny or seek recovery of, is that portion of the grant amount equivalent to the proportion of households not provided recycling collection service.

d. Program and Performance Reports

1. The Municipality shall meet with county staff for a mid-year status update related to the SCORE incentives funds by July 31 each year of this Agreement.
2. The Municipality shall submit a year-end report to the County through ReTRAC, the County's recycling and solid waste data management tool, by March 1 of each following year of the completed year. . The report is to include information on recycling at all residential units,

including multi-unit dwellings and manufactured home parks, even if the Municipality does not provide collection services to those units.

- a. The Municipality shall submit a narrative report to support the incentive work completed within the year. The Municipality is responsible for providing complete and accurate information for all applicable screens in the ReTRAC database.

e. Financial Reports

1. The Municipality shall submit, if requested by the County in its sole discretion, an audited financial report that shows how funds received from the County pursuant to this Agreement were disbursed.
2. Financial reports shall be in a form to be determined by the County, in its sole discretion.
3. If the Municipality has a Joint Powers Agreement for Recycling Funding, the Municipality shall submit a letter which certifies that SCORE funds have been used pursuant to the Joint Powers Agreement and this Agreement.

2. TERM

The term of this Agreement shall be from January 1, 2025 through December 31, 2025 and may be renewed for up to an additional 4 years as determined by the County. Each renewal year will require a new workplan and a new total award amount.

3. CANCELLATION

Either party may cancel this Agreement at any time upon thirty (30) days written notice to the other party. In the event of termination, the Municipality shall be entitled to reimbursement for those eligible expenses incurred up to the termination date, provided the expenses have been incurred according to the budget shown in Attachment A and the Municipality is not otherwise in default of any terms and conditions in this Agreement.

4. DEFAULT

Any of the following shall constitute default on the part of the Municipality:

- a. The failure of the Municipality to use funds in a manner consistent with this Agreement and Attachment A.
- b. The failure of the Municipality or its (sub)contractor(s) to use their best efforts to ensure the maximum collection and marketing of recyclable materials from all residential units.
- c. The failure of the Municipality to provide information satisfactory to the County as required in this Agreement, including information for the report required under Section 1(d).
- d. The failure of the Municipality to meet any terms and conditions of this Agreement.

5. GENERAL CONDITIONS

- a. All services and duties performed by the Municipality pursuant to this Agreement shall be performed to the satisfaction of the County and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations as a condition of payment. The Municipality agrees that it will comply with all federal, State and local statutes and ordinances relating to nondiscrimination.
- b. The Municipality is an independent contractor and shall not be the employee of the County for any purpose. The County shall not be responsible for the payment of any taxes, either federal or State, on behalf of the Municipality, nor shall the County be responsible for any fringe benefits. No Civil Service or other rights of employment will be acquired by virtue of the Municipality's services.
- c. The Municipality shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Municipality, its officials, agents, or employees, in the execution, performance, or failure to adequately perform the Municipality's obligations pursuant to this Agreement.
- d. All data collected, created, received, maintained or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable State statute, any State rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.
- e. All books, records, documents and accounting procedures and practices of the Municipality and its (sub)contractor(s), if any, relative to this Agreement are subject to examination by the County and the State Auditor, as appropriate, in accordance with the provisions of Minnesota Statutes §16C.05, Subd. 5.
- f. The Municipality shall make all reasonable efforts to ensure that their employees, officials and subcontractors do not engage in violence while performing under this agreement. Violence, as defined by the Ramsey County Workplace Violence Prevention and Respectful Workplace Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect or misuse of power and authority, where the impact is to cause pain, fear or injury.
- g. The Municipality will be required to pay any subcontractor within ten days of receipt of payment from the County for undisputed services provided by the subcontractor. The Municipality will be required to pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. SCORE funds may not be used towards interest penalty payments. For an unpaid balance of less than \$100.00, the Municipality shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Municipality must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

- h. All equipment purchased using funds provided in this Agreement shall remain the property of the Municipality.
- i. Any amendments to this Agreement shall be in writing and signed by both parties.

6. WASTE REDUCTION

The Municipality shall comply with Minnesota Statutes §115A.151 regarding recycling in local government facilities. The Municipality and its (sub)contractor(s) shall participate in a recycling program for at least four broad types of recyclable materials and shall favor the purchase of recycled products in its procurement processes. All reports, publications and documents produced as a result of this Agreement shall be printed on both sides of the paper, where commonly accepted publishing practices allow, on recycled and recyclable paper using soy-based inks, and shall be bound in a manner that does not use glue.

7. PUBLIC ENTITIES MANAGEMENT OF WASTE

The Municipality shall comply with Minnesota Statutes §115A.46 and §115A.471 when arranging for the management of mixed municipal solid waste and assure delivery of such waste to a waste processing facility for resource recovery.

8. Recycling Markets Support Fund

Ramsey County will reserve for the Municipality a portion of the Ramsey County Recycling Markets Support Fund (RMSF). This portion will be equal to the proportion of the county's population residing in the Municipality, according to the most recent population estimates posted by the Metropolitan Council, multiplied by the total amount of the RMSF. To gain access to these funds, the Municipality must first apply to Ramsey County, in accordance with the guidelines in place at the time for distribution of the RMSF. The Municipality will be allowed to seek reimbursement for incurred expenses, in accordance with its application as approved by Ramsey County. Ramsey County shall reimburse the Municipality for adequately documented requests consistent with such an approved application and the RMSF guidelines. The Municipality must provide evidence, upon request, that no RMSF monies were used to transport materials to a landfill and/or landfill recyclable materials. Ramsey County reserves the right at any time to amend the total amount of the RMSF, to amend the guidelines for distribution of the RMSF or to eliminate the RMSF.

RAMSEY COUNTY

CITY OF NEW BRIGHTON

Ling Becker, County Manager

By _____
Title: City Manager _____

Date: _____

Date: _____

Approval Recommended:

Approved as to Form:

Amy Caron, Public Health Director

By _____
Municipality Attorney

Approved as to form and insurance:

Stacey D'Andrea
Stacey D'Andrea (Oct 23, 2025 15:03:52 CDT)

Assistant County Attorney

By _____
Clerk/Treasurer

Attachment A

2025 Recycling Performance Work Plan

Minimum Requirements

1. Complete all 2025 SCORE requirements, including reporting on time and submitting a mid-year status report along with a final narrative report.
2. Provide outreach to all residents about the Municipality's recycling program and submit copies of materials to the County.
3. Use County materials and information when and where appropriate to promote increased recycling, reuse, and repair (e.g., Fix-it Clinics), medicine collection, household hazardous waste, organic waste and yard waste participation.
 - i. Send materials to the County for review prior to distribution.
 - ii. Include county contact information on materials:
 1. 24/7 Recycling & Disposal Hotline: 651-633-EASY (3279)
 2. RamseyRecycles.com
 - iii. Provide links to the County web pages on Municipality website.
4. Regularly update recycling content on the Municipality's website.
5. Promote BizRecycling resources to businesses and Multi-unit Recycling.
6. Work to incorporate the Municipality's established environmental justice goals into both base and incentive funding structures.
7. Use hauler data to identify those not recycling and target educational materials.
8. Ensure all multi-unit properties are meeting State law requirements to recycle and are receiving free County resources.
9. Increase opportunities for recycling in public spaces.
 - i. All recycling bins must be paired with a trash bin and in good condition.
 - ii. Labels must be readable.
 - iii. Promote the County's event container lending program and green event planning tips.
10. Enforce recycling contracts, including the assessment of penalties for non-compliance.
 - i. Audit reporting by obtaining hauler weight tickets.
 - ii. Have labels replaced if not readable.
11. Work with the County to educate and move toward Food Scraps Pick up Program for all residents.
12. Attend County Recycling Coordinator meetings and attend a yearly composition study.

Additional Incentive Activities Approved improve recycling, reuse, repair, reduce and rot.

1. Actively work with and promote BizRecycling to businesses and institutions in collaboration with Ramsey/Washington Recycling & Energy for organics recycling and food waste reduction programs.



| | |
|------------------------|--------------------------|
| Agenda Section: | Consent Agenda |
| Report Date: | 11/13/2025 |
| Meeting Date: | November 25, 2025 |

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of Updates to the City's Purchasing Policy Included in the Employee Handbook Addendum

| | |
|--------------------------|----------------------|
| Action Requested: | |
| Public Hearing: | Motion: |
| Discussion: | Informational: |
| Form of Action: | |
| Resolution: | Ordinance: |
| Contract/Agreement: | N/A or Other: |
| Votes Needed: | |
| 3 Votes: | 4 Votes: |
| 5 Votes: | N/A: |

| | |
|---------------------------|--|
| Summary Statement: | The City maintains a Purchasing Policy to serve as a guide for consistent purchasing practices and to highlight the key elements of the statutes that govern City purchasing. It is the policy of the City to regularly review and amend financial policies as needed. |
|---------------------------|--|

| | |
|-------------------------|--|
| Recommendations: | To approve the updates to the City's Purchasing Policy. Upon approval, the Employee Handbook Addendum will be updated to reflect the latest version. |
|-------------------------|--|

| | |
|------------------------------|-----|
| Applicable Deadlines: | n/a |
|------------------------------|-----|

| | |
|--------------------------|--|
| Community Impact: | Sound financial management ensures the City’s ability to continue funding the programs and services the community relies on. |
|--------------------------|--|

| | |
|-----------------------------|---|
| Legislative History: | The City's Purchasing Policy was first adopted in 1992 and last amended in July 2023. An outline of the proposed policy amendments is attached. |
|-----------------------------|---|

| | | |
|----------------------------|---------------------------------|----------------------------------|
| Strategic Priority: | Financial Sustainability | Staff Capabilities |
| | Economic Development | Community Engagement & Belonging |
| | City Assets | Operational Effectiveness |
| | | N/A |

| | | | | |
|-----------------------|--|-----------------|---------------------|---------|
| Fiscal Impact: | Financial Impact: Is there a financial consideration? | | No | Yes: \$ |
| | Financing Sources: | Budgeted | Budget Modification | |
| | New Revenue | Use of Reserves | Other | |

| | | |
|---------------------|----|---------------------------|
| Attachments: | 1. | Summary of Changes |
| | 2. | Current Purchasing Policy |
| | 3. | Updated Purchasing Policy |

SUMMARY OF CHANGES AND ADDITIONS TO THE PURCHASING POLICY

| SECTION OF CURRENT POLICY | NOTABLE CHANGES |
|---|--|
| INTRODUCTION | Renamed “Purpose” and simplified language |
| SCOPE | Removed. Some language consolidated within “Intent of Policy” section |
| INTENT OF POLICY | Updated to include some information previously in “Scope” section |
| CHIEF PURCHASING AGENT | Clarification on delegation of authority |
| CONTRACT DEFINITION | Removed – included in “Intent of Policy” section |
| LOWEST RESPONSIBLE BIDDER | Removed - summarized in new section called “State of Minnesota Competitive Bidding Requirements” |
| “BEST VALUE” PROCUREMENT ALTERNATIVE | Removed - summarized in new section called “State of Minnesota Competitive Bidding Requirements” |
| BIDDING REQUIRED FOR PURCHASES ABOVE \$175,000 | Removed – components summarized in new section called “State of Minnesota Competitive Bidding Requirements” |
| QUOTES USED FOR PURCHASES BETWEEN \$25,000 AND \$175,000 | Removed - components summarized in new section called “Quick Reference Guide” |
| PURCHASES FOR LESS THAN \$25,000 | Removed - components summarized in new section called “Quick Reference Guide” |
| PURCHASING CARDS AND CHARGE ACCOUNTS | n/a |
| EXCEPTIONS TO COMPETITIVE BIDDING | n/a |
| PROMPT PAYMENT TO SUBCONTRACTORS | Removed – included in LMC guidance for contracting |
| COMPLIANCE WITH BUDGET | n/a |
| APPROVAL OF DISBURSEMENTS | Replaced with “purchasing process” – to serve as a step-by-step guide for purchasing, which includes approval of disbursements |
| COUNCIL APPROVAL OF PAYMENTS | More detail is given on how Council approval of payments is obtained |
| CONFLICTS OF INTEREST | n/a |
| COMPLIANCE | n/a |

| ADDITIONS TO POLICY | EXPLANATION |
|--|--|
| OTHER HELPFUL RESOURCES | The intent of the Purchasing Policy is to focus on the purchasing process and not to fully encompass contracting guidelines and competitive bidding requirements. This section references LMC guidance that covers those topics more thoroughly. |
| PROFESSIONAL SERVICES CONTRACTS | Clarifies the requirements for professional service contracts. |
| EMPLOYEE EXPENSE REIMBURSEMENTS | Directs the reader to the “Expense Reimbursement” section of the Employee Handbook. |
| PUBLIC PURPOSE EXPENDITURE | Defines public purpose |
| PURCHASING PROCESS | To serve as a step-by-step guide for purchasing |
| LOCAL VENDORS | Emphasis on making efforts to purchase local when possible and cost effective. |
| EQUITY IN PURCHASING | Added per 2024 Strategic Priority |
| COOPERATIVE PURCHASING | Previously included under “exceptions to competitive bidding” |
| STATE OF MINNESOTA COMPETITIVE BIDDING REQUIREMENTS | Used to consolidate and simplify some of the sections removed from the previous policy draft related to competitive bidding. |

SECTION 31

PURCHASING POLICY

31.1 Introduction

The integrity and efficiency of the City's procurement system is a crucial component of its credibility. Procurement is the process through which the City acquires goods and services for its own use. Generally, there are three stages of the procurement cycle. First, planning and scheduling activities are designed to meet program, project and budgetary objectives. Second, the purchasing stage is the process through which solicitations are issued, advertisements run, vendors selected, and goods or services are received. The third stage is contract administration which includes executing, implementing, and enforcing the terms of the contracts and agreements, including the internal controls and procedures for disbursements.

31.2 Scope

The primary emphasis of this policy is on the purchasing stage of the procurement process. While the policy may address some of the specific issues in both the planning and scheduling and the contract administration stages, they are to be considered as secondary and should not be considered as complete within this policy. Even though they are closely related, the scope of this policy does not include all of the various issues dealing with the planning, scheduling, budgeting, various procedures and internal controls involved.

31.3 Intent of Policy

Purchasing means entering into an agreement to procure, obtain, acquire and/or be provided supplies, materials, services, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

It is intended that this policy shall be consistent with the provisions of Minnesota Statutes, specifically Minn. Stat. 471 Municipal Rights, Powers, Duties (See Sections .345 - Uniform Municipal Contracting Law to .36 – Noncompetitive Supplies and Equipment), and Minn. Stat. 412.311 Contracts. Minnesota Statutes generally deal with competitive-bidding procedures, not necessarily City purchasing. In some instances, the City's policies and procedures may be more restrictive than Minnesota Statutes. In the case of a discrepancy, Minnesota Statutes shall have precedence over this policy.

A fundamental objective of the procurement process is to provide departments with the goods and services they need in the right quality, on a timely basis, as efficiently as possible, and at the lowest overall cost.

Not every arrangement and/or disbursement that the City has or makes should be considered as procurement and subject to the provisions of this policy. There are items and/or transactions which do not easily fit within this policy. Examples include, but are not limited to, utilities, telephone, postage, fuels, sales and use tax, etc. It is expected that departments with responsibilities for City buildings and facilities will provide for their repair and maintenance, applicable utilities and safekeeping. There are also some

aspects of long-term programs and projects which do not fit easily into this purchasing policy. It is recognized that upon approval by the City Council of a long-term program or project, the City Manager is authorized to obtain the necessary, specific services. Regardless of the applicability of these items to this purchasing policy, they are subject to planning, scheduling, and disbursement policies and internal controls.

This policy is not intended to be an all encompassing policy addressing all issues and circumstances. The respective department making a purchase is responsible for ensuring that the proper procedures are followed, including compliance with Minnesota Statutes.

31.4 Chief Purchasing Agent of the City

The City Manager or his/her designee shall be the final authority for this policy (Minn. Stat. 412.691). The City Manager may use his/her discretion to make exceptions and changes to this policy as conditions and/or situations dictate, but still must comply with Minnesota Statutes. The City Manager may implement further limits and/or restrictions relating to specific sections of this policy or the other stages of procurement as deemed necessary. The City Manager will provide them in written form.

31.5 Quick Reference Guide

| Value of Purchase or Contract | Quotations Needed | Approvals Needed Prior to Purchase |
|--------------------------------------|--|---|
| \$0 - \$10,000 | Open market best price purchase | Department Director or Designee |
| \$10,001 - \$20,000 | At least two quotes if possible, OR open market best price purchase | Department Director City Manager |
| \$20,001 - \$25,000 | At least two quotes if possible, OR open market best price purchase | Department Director City Manager City Council |
| \$25,001 - \$175,000 | Sealed bids OR direct negotiation, by obtaining two or more quotes when possible | Department Director City Manager City Council |
| Greater than \$175,000 | Sealed bids | Department Director City Manager City Council |

Notes:

- If a cooperative purchasing agreement is in place, quotes are not needed.
- Professional service contracts are subject to the limits in the Quick Reference Guide, with the exception of sealed bids. Independent contractors are required to provide proof of insurance before providing services.
- All quotes obtained shall be retained by the department for a period of at least one year after the receipt thereof.
- Departments are responsible for collection and retention of all bids, quotes and cooperative purchasing agreements used in the purchasing process.

31.6 Contract Definition

Minnesota Statute 471.345 subd. 2 defines “contract” as an agreement entered into by a municipality for the sale or purchase of supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

31.7 Lowest Responsible Bidder

The bidder who submits the lowest bid in dollars is not necessarily the “lowest responsible bidder”. This quoted phrase gives the City Council reasonable discretion in choosing among bidders (Minn. Stat. 412.311 subd. 1). Responsibility of bidders means financial responsibility along with integrity, skill, and the likelihood of performing faithful and satisfactory work. Promptness, for example, is an element of responsibility. When bids on items are not capable of precise specifications, the City Council may exercise reasonable discretion in determining the lowest responsible bidder. In so doing, the City Council can consider the quality, suitability, and adaptability of the article the City is seeking. The City Council may decide what weight to give to various factors and, considering all of them, accept what it deems to be the lowest responsible bid.

31.8 “Best Value” Procurement Alternative

Best value procurement is a process based on competitive proposals (as an alternative to bids) that awards the contract to “the vendor or contractor offering the best value, taking into account the specifications of the request for proposals, the price and performance criteria as set forth in Minn. Stat. 16C.02 subd. 4a and described in the solicitation document (Minn. Stat. 16C.28, subd. 1(a) (2)).

The price and performance criteria mentioned in the previous paragraph may include, but are not limited to:

- (1) the quality of the vendor’s or contractor’s performance on previous projects;
- (2) the timeliness of the vendor’s or contractor’s performance on previous projects;
- (3) the level of customer satisfaction with the vendor’s or contractor’s performance on previous projects;
- (4) the vendor’s or contractor’s records of performing previous projects on budget and ability to minimize cost overruns;
- (5) the vendor’s or contractor’s ability to minimize change orders;
- (6) the vendor’s or contractor’s ability to prepare appropriate project plans;
- (7) the vendor’s or contractor’s technical capacities;
- (8) the individual qualifications of the contractor’s key personnel; or
- (9) the vendor’s or contractor’s ability to assess and minimize risks.

“Performance on previous projects” does not include the exercise or assertion of a person’s legal rights (Minn. Stat. 16C.02, subd. 4a).

The solicitation document must state the relative weight of price and other selection criteria. The award must be made to the vendor or contractor offering the best value applying the weighted selection criteria. If an interview of the vendor’s or contractor’s

personnel is one of the selection criteria, the relative weight of the interview must be stated in the solicitation document and applied accordingly (Minn. Stat. 16C.28, subd. 1(c)).

Personnel administering best value procurement procedures must be trained in RFP process for best value contracting for construction projects (Minn. Stat. 16C.03, subd. 19).

31.9 Bidding Required for Purchases above \$175,000

Unless exempted by Minnesota Statutes, the formal competitive-bidding process shall be used for any purchase with an estimated cost of at least \$175,000.

- A. Piecemeal bidding is not in compliance with Minnesota Statutes and is unacceptable per this policy. Piecemeal bidding is the process of splitting a project or purchase up into smaller units with estimated costs of less than \$175,000 to avoid the requirements of the competitive-bidding procedures.
- B. **Specifications prepared.** The Department Head shall prepare specifications and submit these to the City Manager. The City Manager shall forward the specifications to the City Council for their approval.
- C. **Council authorizes bidding.** Before sealed bids can be solicited, the City Council must approve the specifications and authorize the advertisement for sealed bids.
- D. **Advertisement.** The notice that bids are being solicited must be published once in the city's official newspaper at least ten days before the last day for the submission of bids. As an alternative to publishing the notice in a newspaper, a city may put them on its website or in a recognized industry trade journal if certain steps in D and E.(below) are followed (Minn. Stat. 412.311; Minn. Stat. 331A.03, subd. 3).
- E. **Alternative Dissemination of Bids and Requests for Proposals.** The City may use its web site or a recognized industry trade journal as an alternative method to disseminate solicitations of bids, requests for information, and requests for proposals (Minn. Stat. 331A.03, subd. 3)
 - 1. If the City has designated an alternative method to newspaper notice:
 - a. The City must continue to publish solicitations and requests in the newspaper for six months in addition to the alternative method.
 - b. The publication in the newspaper must indicate where to find the designated alternative method.
 - c. Alternative methods of publication must be in substantially the same format and for the same time period as is required for newspaper publication.
 - 2. If, in the normal course of its business, a qualified newspaper maintains a web site, then as a condition of accepting and publishing public notices, the newspaper must agree to post all the notices on its web site during the notice's full publication period (Minn. Stat. 331A.02, subd. 15).

F. Electronic Bidding. The City may use electronic bidding as described below.

1. Reverse Auction Purchases (Minn. Stat. 471.345, subd. 16)
 - a. The City may contract to purchase supplies, materials and equipment (but not services),
 - b. using an electronic purchasing process in which vendors compete to provide the supplies, materials, or equipment at the lowest price in an open and interactive environment.
2. Electronic Sales (Minn. Stat. 471.345, subd. 17)
 - a. The City may contract to sell supplies, materials, and equipment which is surplus, obsolete, or used,
 - b. using an electronic selling process in which purchasers compete to purchase the supplies, materials, or equipment at the highest purchase price in an open and interactive environment.

G. Council award. Sealed bids shall be opened and tabulated and then presented to the City Council for their approval. The bid shall be awarded to the lowest responsible bidder, or best value bidder as detailed in the request for proposal.

H. Record retention. The procuring department shall keep all bids on file for a period of at least two years.

31.10 Quotes Used for Purchases between \$25,000 and \$175,000

- A. Purchases with an estimated cost between \$25,000 and \$175,000 may be made either upon sealed bids or direct negotiation, by obtaining two or more quotations (if possible) for the purchase or sale when possible, and without advertising for bids. The Department Head shall be responsible for obtaining the quotations and submitting these to the City Manager.
- B. In cases where the estimated cost is between \$25,000 and \$175,000, the City Manager shall forward quotations to the City Council for their approval.
- C. Purchases shall be awarded to the lowest responsible bidder, or the best value bidder.
- D. The formal bid process shall be used if the City determines it to be in their best interest.
- E. All quotations obtained shall be kept on file by the procuring department for a period of at least two years after receipt.

31.11 Purchases for Less than \$25,000

- A. Purchases expected to be \$25,000 or less may be made by obtaining quotes or simply buying on the open market.
- B. In cases where the estimated cost is between \$20,000 and \$25,000, the City Manager shall forward quotations to the City Council for their approval.
- C. In cases where the expected cost does not exceed \$20,000, the City Manager shall be the final authority (Minn. Stat. 412.691). As implied by Section 3, the City Manager may delegate authority. Department heads may also delegate their authority. Authority shall not be delegated lower than Supervisor levels.

- For budgeted purchases with an expected cost of \$20,000 or less, prior approval of the City Manager shall be required.
 - For non-budgeted purchases with an expected cost of \$10,000 or more, prior approval of the City Manager shall be required.
- D. All quotes shall be kept on file by the procuring department for a period of at least one year after receipt.

31.12 Purchasing Cards and Charge Accounts

Use of charge accounts is strongly discouraged. The City encourages use of purchasing cards which provide more flexibility and better internal control (see separate Purchasing Card Policy).

- A. Purchases using charge accounts and purchasing cards must comply with all Minnesota Statutes, rules and City policies.
- B. Charge accounts must be pre-approved by the City's purchasing agent. The City's purchasing agent will review them with the Finance Department.
- C. The authorized users of charge accounts will be limited in number and to regular full-time and part-time employees. Temporary and seasonal employees are not authorized users of charge accounts.
- D. The department requesting a specific charge account shall provide a proposed list of employees authorized to use the charge account. The City's purchasing agent will review and approve the list. It is the responsibility of each department to maintain the list of authorized employees in a current manner.
- E. The vendor with which the charge account is opened shall be provided with a list of authorized employees. The vendor will be requested to check the employees' City identification prior to the charge being made.
- F. Departments must submit individual receipts for each purchase. These receipts will include the proper accounting code and be approved by the procuring department in a manner consistent with this policy and the Purchasing Card Policy. Receipts will be clearly marked so that it is easily discernable as to who made the purchase.
- G. Personal purchases on a City charge account are prohibited.

31.13 Exceptions to Competitive Bidding

The following are exceptions to the competitive bidding requirements:

- A. Contracts estimated to be \$175,000 or less, can be made using alternative procedures. Estimates need to be reasonable. If the estimates of the value of a contract are below the bid threshold, but most of the quotations are substantially over the threshold, formal bids shall be solicited.
- B. Certain shared hospital or ambulance purchases and leases.
- C. Fuel contracts for the generation of municipal power.
- D. Guaranteed energy savings contracts.
- E. Purchase or sale of real property.
- F. Contracts for professional services.

For the purposes of this policy, professional services means services that require technical, scientific, or professional training, including accounting, advising, analysis, architect, auditing, consultation, doctors, engineers,

evaluation, lawyers, planning, programming, prediction, or recommendation, and result in the production of a report or the completion of a task.

G. Contracts made under emergency circumstances, as declared by the Mayor and Council. (Minn. Stat. 412.311 & 12.37)

H. Cooperative Purchasing.

A municipality may contract for the purchase of supplies, materials, or equipment without regard to the competitive bidding requirements of this section if the purchase is through a national municipal association's purchasing alliance or cooperative created by a joint powers agreement that purchases items from more than one source on the basis of competitive bids or competitive quotations. The State's cooperative purchasing venture must be considered for purchasing contracts estimated to exceed \$25,000, before purchasing through another source (Minn. Stat. 471.345, subd. 15)

1. Under these programs, several governmental units can authorize one city to solicit bids and provide for the purchase at the option of each participating governmental unit.
2. The Cooperative Purchasing Venture ("State Contract"). CPV is a members-only joint powers program operated by the Minnesota Department of Administration. To purchase through it, cities must join. Cities cannot avoid the normal bidding requirements by simply purchasing at the state contract price or from a state contract vendor without joining the program and following its requirements.
3. As part of its marketing efforts, vendors sometimes say cities can purchase from them without bidding because they are on the "state contract" or they will sell at the state contract price. Employees should beware of this approach. The vendor MUST have been awarded the bid by the State.

I. Non-contracts

An agreement that does not meet the definition of a contract under the competitive bidding law is exempt from the competitive bidding requirements. For example, contracts for refuse hauling and janitorial services have been found to be exempt from the competitive bidding requirements because they were not considered to be contracts within the definition of the competitive bidding law.

31.14 Prompt Payment to Subcontractors

City contracts that involve a prime contractor must require the prime contractor to pay subcontractors within ten days of the prime contractor's receipt of payment from the city for undisputed services provided by the subcontractor (Minn. Stat. 471.425, subd. 4a). The contract must require the prime contractor to pay interest of 1.5 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time.

31.15 Compliance with Budget

This section pertains to the first stage of procurement, planning and scheduling. Operating plans and programs, improvement and redevelopment projects, and capital plans, upon City Council approval, are considered as part of the City budgets. The City Manager is responsible for implementing those plans and authorized to use his/her discretion in doing so.

Acting under the direction of the City Manager, the Department Head shall be responsible for ensuring that the total costs/expenses for the Department's operations, programs and projects do not exceed the total approved appropriations. The City Manager may authorize a non-budgeted purchase when the total appropriations for that Department will be adequate to accommodate the purchase.

31.16 Approval of Disbursements

- A. Disbursements will be made upon the approval for payment by a Department Head or his/her designee.
- B. The Department Head shall limit his/her designee to supervisors. These designees will be communicated to the purchasing agent and the Finance Department.
- C. Disbursements will be made upon department approval that goods and/or services being paid for have been received, goods and/or services being paid for are necessary, and no duplicate payments are made.
- D. Purchase orders shall include a description of the purchase, the amount to be paid, the proper account number, and confirmation that the merchandise or service has been delivered to the satisfaction of the City. By completing an automated purchase order, the account number validity is verified.
- E. Supporting documentation to be provided:
 - 1) Original invoice (not account statement).
 - 2) Items to be mailed with check, such as remittance copies, registration forms etc. should be attached to back of purchase order.
 - 3) Council report, if applicable.
- F. Purchases not approved by the Department Head, City Manager, or City Council, become the personal liability of that employee making the purchase.

31.17 Council Approval of Payments

- A. A list of all payments shall be provided to the City Council for approval.
- B. The following types of payments do not need City Council approval before they are paid:
 - 1. Judgments
 - 2. Principal and interest on obligations where the exact amounts have been previously fixed by contract
 - 3. Rent
 - 4. Other fixed charges determined under a contract which the City Council has previously authorized
 - 5. Wages and payroll related items that have been previously set by the City Council or state law
- C. The City Council delegates to the City Manager or his/her designee its authority to pay certain claims. These certain types of claims include the following:
 - 1. Prompt payment is necessary to take advantage of discounts or to avoid penalties.
 - 2. Postponing payment until the next Council meeting would be a detriment to the City.
 - 3. Payment in advance of Council approval is more efficient and effective, or is necessary because of the need to continue City services.
 - 4. Payments using the City's purchasing card.

5. All of the above payments will be included in a list of payments provided to the City Council at the next available Council meeting.

31.18 Conflicts of interest

Minnesota State Statutes 471.87 and 471.88 prohibit the purchase of goods and services wherever a conflict of interest may exist.

Employees must disclose to their immediate supervisor any personal financial interest in the selling or buying of goods or services for the City of New Brighton. No purchase orders, contracts or service agreements shall be given to an employee of the City or to a partnership or corporation of which an employee is a major stockholder or principal. No employee shall enter into the relationship with a vendor where the employee's actions are, or could reasonably be viewed as, not in the best interests of the City. If any employee becomes involved in a possible conflict situation, the employee shall disclose the nature of the possible conflict to his or her supervisor and to the City Manager. The City Manager shall promptly notify the individual in writing of an approval or disapproval of the activity. If disapproved, the employee shall remove himself or herself from the situation.

31.19 Compliance

Any procurement transaction made on behalf of the City which is not in compliance with established policies and procedures shall be deemed unauthorized. Any person making an unauthorized purchase may be liable for payment, restitution and/or further disciplinary action.

Rev. 7/92
Rev. 11/92
Rev. 12/92
Rev 1/96
Rev. 11/99
Rev. 7/05
Rev. 2/10
Rev. 7/23

PURCHASING POLICY

Purpose

In order to have consistency and uniformity in the purchasing practices of the City, it is essential for those authorized to purchase goods or services to have a clear understanding of the purchasing policy and the requirements thereof. The following information is intended to serve as a guide for purchasing practices.

Quick Reference Guide

| Value of Purchase or Contract | Quotations Needed | Approvals Needed Prior to Purchase |
|--------------------------------------|--|---|
| \$0 - \$10,000 | Open market best price purchase | Department Director or Designee |
| \$10,001 - \$20,000 | At least two quotes if possible, OR open market best price purchase | Department Director City Manager |
| \$20,001 - \$25,000 | At least two quotes if possible, OR open market best price purchase | Department Director City Manager City Council |
| \$25,001 - \$175,000 | Sealed bids OR direct negotiation, by obtaining two or more quotes when possible | Department Director City Manager City Council |
| Greater than \$175,000 | Sealed bids | Department Director City Manager City Council |

Notes:

- If a cooperative purchasing agreement is in place, quotes are not needed.
- Professional service contracts are subject to the limits in the Quick Reference Guide, with the exception of sealed bids. Sealed bids are not required.
- Independent contractors are required to provide proof of insurance before providing services.
- All quotes obtained shall be retained by the department for a period of at least one year after the receipt thereof.
- Departments are responsible for collection and retention of all bids, quotes and cooperative purchasing agreements used in the purchasing process.
- All contracts shall be reviewed by both the City Attorney and the LMCIT Risk Management Attorney. The LMCIT review focuses on insurance and liability provisions that may adversely affect the City's interests.

Other Helpful Resources

Employees are encouraged to reference the League of Minnesota Cities (LMC) information memo on [Competitive Bidding Requirements in Cities](#). This memo provides detailed guidance on contracting practices that are not covered in this policy.

Another helpful resource is the [LMC Handbook for Minnesota Cities Chapter 22: Expenditures, Purchasing and Contracts](#). This handbook outlines applicable State Statutes in a more reader-friendly way.

Intent of Policy

The intent of the policy is to ensure that the goods and services required by the City are obtained using established procedures that comply with all applicable Minnesota Statutes, specifically:

- Minn. Stat. 471 Municipal Rights, Powers, Duties (See Sections .345 - Uniform Municipal Contracting Law to .36 – Noncompetitive Supplies and Equipment)
- Minn. Stat. 412.311 Contracts.

In some instances, the City's policies and procedures may be more restrictive than Minnesota Statutes. In the case of a discrepancy, Minnesota Statutes shall have precedence over this policy.

Minnesota Statutes generally deal with competitive-bidding procedures, not necessarily City purchasing. The primary emphasis of this policy is on the purchasing stage of the procurement process. Purchasing means entering into an agreement or contract to order, obtain, acquire and/or be provided supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

This policy is not intended to be an all-encompassing policy addressing all issues and circumstances. The respective department making a purchase is responsible for ensuring that the proper procedures are followed, including compliance with Minnesota Statutes.

Determination of Contract Value

When determining the value of a multi-year contract for the purpose of approval requirements, the cumulative value over the course of the contract term shall be considered, if reasonably estimable. For example, a 3-year contract specifying fees of \$10,000/year shall be considered to have a value of \$30,000 when determining appropriate approval level.

If it can be reasonably estimated that several small purchases shall be made from the same vendor over the course of a year, accumulating to an amount greater than \$10,000, two or more quotes shall be obtained when possible.

Professional Services Contracts

The City often hires consultants such as attorneys, architects, engineers, accountants, or other persons with technical, scientific, or professional training. In certain cases, the City must hire a state licensed professional. The Quick Reference Guide shall be followed, except with regards to competitive bidding. Professional service contracts generally do not have to be competitively bid; however, competitive bidding may be used at the discretion of the Department Director, City Manager or Council.

At the discretion of the Department Director or City Manager, the City may advertise a request for proposals (RFP) to find their consultants. An RFP broadly defines the scope of the contract and asks interested parties to submit proposals describing the services offered as well as the price.

Employee Expense Reimbursements

Payments for City expenses made personally by an employee should be avoided whenever possible through the use of City Purchasing Cards. Whenever City expenses are incurred by the employee, reimbursement shall be made through the City's Expense Reimbursement process. See the section in the Employee Handbook Addendum titled "Expense Reimbursement" for additional information.

Public Purpose Expenditures

All expenditures made by City employees using City funds must be for a public purpose. An expenditure is made for a public purpose if it meets all of the following criteria.

- It will benefit the community as a whole;
- It is directly related to functions of government; and
- It does not have as its primary objective the benefit of a private interest.

Employees shall avoid any transaction that might impair the public confidence in the City's ability to govern effectively. Employees shall recognize that the purchasing process is subject to public review and evaluation.

Chief Purchasing Agent of the City

The City Manager is the Chief Purchasing Agent of the City. In cases where the expected cost does not exceed \$20,000, the City Manager shall be the final authority (Minn. Stat. 412.691). The City Manager may delegate authority to Department Directors, and Department Directors may also delegate their authority. Authority shall not be delegated lower than Supervisor levels. Delegation of Authority documents are retained by the Finance Department and updated at least annually.

- For purchases included in the approved operating budget with an expected cost of \$20,000 or less, prior approval of the City Manager shall not be required.
- For non-budgeted purchases with an expected cost of \$10,000 or more, prior approval of the City Manager shall be required.

Compliance with Budget

Operating programs, capital replacements, capital projects and redevelopment projects, upon City Council approval, are considered as part of the City budgets.

All purchases must be approved as part of the annual budget. Acting under the direction of the City Manager, the Department Director shall be responsible for ensuring that the total costs/expenses for the Department's operations, programs and projects do not exceed the total approved appropriations. Expenditures for departments that exceed appropriations are not authorized unless additional revenue sources, unspent appropriations, or fund balances are identified and available.

Purchasing Process

- A. Determine the need for the product or service
- B. Research the cost of the purchase to determine appropriate purchasing alternatives.
- C. Determine the appropriate funding source and whether sufficient funds are available.
- D. Using the Quick Reference Guide, determine what quotes or approvals are required prior to making the purchase.
- E. Forward the quotes and purchase documentation to the required approver. For Council approval, the Department Director must bring an agenda item to a Council meeting for prior approval of the purchase.
- F. Make the approved purchase and receive invoice from the vendor.
- G. Determine whether the goods or services included on the invoice have been received, and no duplicate payments have been made.
- H. Submit a request for payment by inputting the invoice information into the City's financial accounting system.
- I. Requests for payment shall be approved by the Department Director or their designee, as authorized in the Delegation of Authority document.
- J. Supporting documentation to be provided:
 - a. Original invoice (not account statement).
 - b. Items to be mailed with check, such as remittance copies, registration forms etc.
 - c. Council report, if applicable.
- K. Disbursements will be made by Finance upon the proper approval of payment.
- L. Finance shall provide a list of all payments to the City Council for approval.

Council Approval of Payments

The City Council has pre-approved payment for items that occur in the normal course of business even though they may exceed \$20,000. The following types of payments are approved as part of the budget process and do not need City Council approval before they are paid:

- Utility Bills (fuel, natural gas, recycling, telephone, etc.)
- Metropolitan Council Environmental Services
- Investments

- Debt service principal and interest payments as listed in the Debt Service Payment Schedule in approved bond documents
- Other fixed charges determined under a contract which the City Council has previously authorized.
- Wages and payroll-related items that have been previously set by the City Council or state law

The City Council delegates to the City Manager or their designee its authority to pay certain claims prior to formal approval. These certain types of claims include the following:

- Prompt payment is necessary to take advantage of discounts or to avoid penalties.
- Postponing payment until the next Council meeting would be a detriment to the City.
- Payment in advance of Council approval is more efficient and effective, or is necessary because of the need to continue City services.
- Payments using the City's purchasing cards.
- All of the above payments will be included in a list of payments provided to the City Council at the next available Council meeting.

Local Vendors

City employees will make every effort to purchase goods and services from local vendors and award purchases to those vendors when cost effective. This can be accomplished by insuring that local and state vendors who have goods or services available are included in the competitive shopping process that will precede most purchases.

Equity in Purchasing

The City is committed to building a supplier base that is reflective of its community and State and Local benchmarks. City employees will make every effort to purchase goods and services from disadvantaged business enterprises (DBEs) and award contracts to those vendors when cost effective. DBEs include women-owned businesses, BIPOC-owned businesses, or businesses owned by other socially or economically disadvantaged individuals. Specific goals and initiatives related to these efforts shall be defined outside of this policy document.

Purchasing Cards and Charge Accounts

Use of charge accounts is strongly discouraged. The City encourages use of purchasing cards which provide more flexibility and better internal control (see separate Purchasing Card Policy).

- A. Purchases using charge accounts and purchasing cards must comply with all Minnesota Statutes, rules and City policies.
- B. Charge accounts must be pre-approved by the Department Director and the Finance Department.

- C. The authorized users of charge accounts will be limited in number and to regular full-time and part-time employees. Temporary and seasonal employees are not authorized users of charge accounts.
- D. The department requesting a specific charge account shall provide a proposed list of employees authorized to use the charge account. The Department Director will review and approve the list. It is the responsibility of each department to maintain the list of authorized employees in a current manner.
- E. The vendor with which the charge account is opened shall be provided with a list of authorized employees. The vendor will be requested to check the employees' City identification prior to the charge being made.
- F. Departments must submit individual receipts or invoices for each purchase. It must include an itemized list of the product or service purchased. Receipts will be clearly marked so that it is easily discernable as to who made the purchase.
- G. Personal purchases on a City charge account are prohibited.

State of Minnesota Competitive Bidding Requirements

The procedures to follow for quotes and bids will depend on the estimated value, as outlined in the Quick Reference Guide. Of course, estimates should be reasonable and made in good faith. If a city asks for quotes because it reasonably estimates that the value of a contract will be below the bid threshold but all of the quotes come in over the threshold, the city should proceed in good faith. If substantially over the threshold, the city should solicit formal bids.

Employees shall reference the following resources when required to follow the competitive bidding process:

- League of Minnesota Cities (LMC) information memo on [Competitive Bidding Requirements in Cities](#).
- The [Uniform Municipal Contracting Law, Minnesota State Statute 471.345](#).
- [Minnesota State Statute 16C.28 Contracts: Award](#).

Elements of the competitive bidding process as detailed in the above-mentioned resources may include, but are not limited to:

- **Lowest Responsible Bidder.** When contracts must be made by sealed bids, they shall be solicited by public notice and awarded to the “lowest responsible bidder”.
- **“Best Value” Contracting Alternative.** As an alternative to the sealed bid process, the City may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals.
- **Piecemeal bidding.** Piecemeal bidding is not in compliance with Minnesota Statutes and is unacceptable per this policy. Piecemeal bidding is the process of splitting a project or purchase up into smaller units with estimated costs of less than \$175,000 to avoid the requirements of the competitive-bidding procedures.
- **Specifications.** The Department Director shall prepare specifications and submit these to the City Manager. The City Manager shall forward the specifications to the City Council for their approval.

- **Council Authorization of Bidding.** Before sealed bids can be solicited, the City Council must approve the specifications and authorize the advertisement for sealed bids.
- **Advertisement.** The notice that bids are being solicited must be published once in the city's official newspaper at least ten days before the last day for the submission of bids.
- **Alternative Dissemination of Bids and Requests for Proposals.** The City may use its web site or a recognized industry trade journal as an alternative method to disseminate solicitations of bids, requests for information, and requests for proposals (Minn. Stat. 331A.03, subd. 3).
- **Council award.** Sealed bids shall be opened and tabulated and then presented to the City Council for their approval. The bid shall be awarded to the lowest responsible bidder, or best value bidder as detailed in the request for proposal.
- **Change orders.** Any change order that causes the final cost to exceed the originally approved contract cost must be approved by Council.
- **Record retention.** The procuring department shall keep all bids on file for the retention period specified in the General Records Retention Schedule for Minnesota Cities.

Exceptions to Competitive Bidding

Per MN State Statute, there are several types of transactions that are not subject to the competitive bidding process. These exceptions include, but are not limited to:

- Professional Services contracts
- Insurance contracts
- Purchases from other government agencies
- Purchases or sale of real estate
- The purchase or lease of certain public safety equipment
- Electronic purchases through reverse auctions
- Fuel contracts for the generation of municipal power
- Contracts for refuse hauling and janitorial services
- Guaranteed energy savings contracts
- Contracts made under emergency circumstances, as declared by the Mayor and Council

Cooperative Purchasing

The City may increase savings by making purchases jointly with one or more governmental units through a process commonly known as cooperative purchasing. Under these programs, several governmental units can authorize one city to solicit bids on behalf of all participating units.

The City is a formal member of two cooperative purchasing programs: The state's cooperative purchasing venture (referred to as "CPV" or "State Contract") and Sourcwell. There is no cost, obligation or liability to participate. Membership is required in order to purchase through them. Information on accessing these programs is maintained in the Finance Department.

For a contract estimated to exceed \$25,000, the City must consider the availability, price and quality of supplies, materials, or equipment available through the CPV before purchasing through another source (Minn. Stat. 471.345, subd 15).

Cities cannot avoid the normal bidding requirements by simply purchasing at the state contract price or from a state contract vendor without joining the program and following its requirements.

As part of its marketing efforts, vendors sometimes say cities can purchase from them without bidding because they are on the "state contract" or they will sell at the state contract price. Employees should beware of this approach. The vendor **MUST** have been awarded the bid by the State.

Other cooperative purchasing agencies do exist. If the City does not utilize the state's cooperative purchasing venture, the City may forgo the competitive bidding requirements if the purchase is through a national municipal association's purchasing alliance or cooperative created by a joint powers agreement that purchases items from more than one source on the basis of competitive bids or competitive quotations. Approval by the City Attorney shall be obtained before utilizing any of these alternative programs.

Conflicts of interest

Minnesota State Statutes 471.87 and 471.88 prohibit the purchase of goods and services wherever a conflict of interest may exist.

Employees must disclose to their immediate supervisor any personal financial interest in the selling or buying of goods or services for the City of New Brighton. No purchase orders, contracts or service agreements shall be given to an employee of the City or to a partnership or corporation of which an employee is a major stockholder or principal. No employee shall enter into the relationship with a vendor where the employee's actions are, or could reasonably be viewed as, not in the best interests of the City. If any employee becomes involved in a possible conflict situation, the employee shall disclose the nature of the possible conflict to their supervisor and to the City Manager. The City Manager shall promptly notify the individual in writing of an approval or disapproval of the activity. If disapproved, the employee shall remove themselves from the situation.

Compliance

Any purchase or agreement made on behalf of the City which is not in compliance with established policies and procedures shall be deemed unauthorized. Any person making an unauthorized purchase may be liable for payment, restitution and/or further disciplinary action.

Rev. 07/1992
Rev. 11/1992
Rev. 12/1992

Rev 01/1996
Rev. 11/1999
Rev. 07/2005
Rev. 02/2010
Rev. 07/2023
Rev. 11/2025



| | |
|------------------------|--------------------------|
| Agenda Section: | Consent Agenda |
| Report Date: | 11/13/2025 |
| Meeting Date: | November 25, 2025 |

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: City Project No. 25-10, Water Treatment Plant #1 Greensand Filter Effluent Valve Additions

| | |
|--------------------------|----------------|
| Action Requested: | |
| Public Hearing: | Motion: X |
| Discussion: | Informational: |
| Form of Action: | |
| Resolution: | Ordinance: |
| Contract/Agreement: X | N/A or Other: |
| Votes Needed: | |
| 3 Votes: X | 4 Votes: |
| 5 Votes: | N/A: |

| | |
|---------------------------|--|
| Summary Statement: | <ul style="list-style-type: none"> • Staff has identified a need to add four knife gate valves to the four greensand filters at water treatment plant #1. • The valves are needed so required maintenance can be completed on the four modulating gate valves. |
|---------------------------|--|

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|-------------------------|---|
| Recommendations: | Authorize the Director of Community Assets and Development to enter |
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| | into an agreement with Magney Construction, Inc. for the installation of the four knife gate valves. |
|--|--|

| | |
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| Applicable Deadlines: | None |
|------------------------------|------|

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|--------------------------|--|
| Community Impact: | The ability to produce safe and reliable drinking water for our residents, businesses, and visitors. |
|--------------------------|--|

| | |
|-----------------------------|----|
| Legislative History: | NA |
|-----------------------------|----|

| | | |
|----------------------------|--------------------------|----------------------------------|
| Strategic Priority: | Financial Sustainability | Staff Capabilities |
| | Economic Development | Community Engagement & Belonging |
| | City Assets X | N/A |

| | | | | |
|-----------------------|--|-----------------|---------------------|------------------|
| Fiscal Impact: | Financial Impact: Is there a financial consideration? | | No | Yes: \$34,000.00 |
| | Financing Sources: | Budgeted X | Budget Modification | |
| | New Revenue | Use of Reserves | Other | |

| | |
|---------------------|--|
| Attachments: | 1. Barr Engineering - Letter of Recommendation |
|---------------------|--|

October 30, 2025

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

Re: City Project No. 25-10, Water Treatment Plant #1 Greensand Filter Effluent Valve Additions

Dear Eric:

Bids were received through October 28, 2025 for the above-referenced project located in Water Treatment Plant #1. The project was advertised for bidding on October 7, 2025, and three contractors provided a bid. The bids received are tabulated below:

| | <u>Bidder</u> | <u>Total Bid</u> |
|----|----------------------|-------------------------|
| 1. | MBI | \$65,994 |
| 2. | Total Mechanical | \$42,000 |
| 3. | Magney | \$34,000 |

We have reviewed the bid and their attachments and recommend that the project be awarded to the low bidder, Magney. Barr is familiar with Magney, and they have successfully completed projects we have designed. A copy of Magneys bid is attached.

Please let me know if you have questions about this project.

Sincerely,

Nathan Thomas, P.E.

Enclosure



October 7, 2025

**City of New Brighton
Quote Form
Water Treatment Plant #1 Greensand Filter Effluent Valve Addition
City Project 25-10**

The City of New Brighton is requesting quotations to modify the existing effluent manifold piping on each of the four greensand filters located in the City of New Brighton Water Treatment Plant 1. The existing 10-inch diameter pipe manifolds do not provide the ability to isolate/shut off the effluent flow from the filters. The proposed work is adding a 10-inch knife gate valve to each tank effluent line. The work associated with this request for quotation can be found on the attached specification and Figure-01.

If you are interested in quoting on this project, please complete this form and return it to Craig Schlichting, Director of Community Assets and Development, 803 Old Highway 8 NW, New Brighton, MN 55112, on or before 2:00 pm on Friday, October 17, 2025. The attached Responsible Contractor form is also required to be submitted at the time listed above. If you prefer, you may email the completed form to craig.schlichting@newbrightonmn.gov. Please contact Eric Volk at (651) 638-2119 if you have any questions.

SPECIFICATIONS

General – All work to be performed under these specifications shall be carried out within the corporate limits of City of New Brighton, Minnesota (City). All work shall be done in accordance with these specifications and as shown on the plans and shall be executed in such a manner as to conflict to a minimum extent with the normal and continuous functions of City and other utilities.

1100 – DEFINITIONS AND TERMS

Engineer — The word "Engineer" shall mean the authorized Professional Engineer of City.

1200 – PROPOSAL REQUIREMENTS AND CONDITIONS

Plans and Specifications — Bidders shall carefully examine the plans (Figure-01) and read the specifications before submitting bids on the work to be done. If any bidder contemplating submitting a quote for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, they may submit to Engineer, a written request for an interpretation thereof.

Examination of Site and Documents — Bidders shall satisfy themselves by a personal examination of the site as to all local conditions affecting the performance of the contract. The bidder, in submitting their proposal, is deemed to accept all conditions as the same as eventually found to exist and to waive all claim for extra compensation arising from the encountering of unforeseen difficulties, except as the same are expressly provided for in either the specifications or contract.

The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued. A copy of such addendum will be mailed or delivered to each person receiving a copy of the plans and specifications and to such other prospective bidders as have requested that they be furnished with a copy of each addendum.

Proposals may be rejected for any alteration, erasures, or penciled entries. No bidder may withdraw their proposal for at least 30 days after the scheduled closing time for the receipt of bids.

1300 – AWARD AND EXECUTION OF CONTRACT

Contract Form — The contract form of agreement shall be furnished by City of New Brighton. Bidders may view a copy of this form at the office of City Engineer.

1400 – SCOPE OF WORK

Alteration of the Work — The City of New Brighton reserves the right to increase or decrease the quantity of the work originally contemplated in the contract. Regardless of the final scope of the contract, payment to Contractor will be made on the basis of unit prices as stated in the proposal.

Plans – Figure-01 is included in lieu of plan sheets as part of this quote package.

Specifications – One technical specification is included as part of this quote package.

Materials - All materials installed under this project shall be new and shall be in first class condition. No secondhand materials shall be installed unless first approved by Engineer.

Approval of Subcontractors - Prior to the commencement of work set forth within this contract, furnish in writing to City Engineer, a list of subcontractors who will be working on this project (if any). The City Engineer reserves the right to reject any subcontractor, which in their opinion, is not capable of completing the work satisfactorily or which has not completed work satisfactorily in the past.

Discrimination - Comply with all applicable Federal and State Statutes and City of New Brighton's adopted Affirmative Action Program regarding nondiscrimination and Equal Employment Opportunity. Failure to comply with such statutes and/or Affirmative Action Program may lead to the non-award of the contract or once a contract has been let, the cancellation of such contract.

Working Hours - Conduct work between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday. No work shall be conducted on Saturdays, Sundays, or legal holidays unless approval, in writing, is given by City.

Project Completion Date - All work on this contract be completed on or before December 31, 2025. Coordinate with the City to minimize plant downtime.

1700 – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Contractor's Liability Insurance — Contractor shall secure and maintain insurance policies to protect themselves, subcontractors, and unless otherwise specified, City, from claims for bodily injury, death, or property damage which may arise from operations under this contract whether such operations by Contractor or by a subcontractor or anyone employed by them directly or indirectly. The policies shall not be for less than the amounts set forth as follows:

| | |
|---|--------------------------------------|
| Workmen's Compensation Insurance | Statutory |
| Contractor's Public Liability Insurance | \$2,000,000.00 combined single limit |
| Property Damage | \$1,000,000.00 combined single limit |
| Automotive Insurance: | |
| A. Public Liability | \$1,000,000.00 combined single limit |
| B. Property Damage | \$1,000,000.00 combined single limit |

Indemnity — Contractor shall indemnify and save harmless City of New Brighton and Barr Engineering Co. from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act or recovered against them by reason of any act or omission of the said Contractor, their agents, or employees, in the execution of the work.

Contractor shall, unless otherwise specified, maintain and pay for such insurance issued in the name of City of New Brighton, as will protect City from contingent liability under this contact, and City's right to enforce against Contractor any provision of this article shall be contingent upon the full compliance by City with the terms of such insurance policy or policies, a copy of which shall be deposited with City of New Brighton. Contractor's certificate of insurance shall state that the hold harmless agreement is insured.

The Department of Labor has adopted standards entitled "The Occupational and Health Standard Regulations: and subsequent amendments noted as Chapter XVII of Title 29, Code of Federal Regulations, Part 1926 (formerly Chapter XIII of Title 29, CFR, Part 1518). Contractor on the work included herein agrees to comply with the Occupational Safety and Health Standards of the United States Department of Labor pursuant to the Williams - Steiger Occupational Safety Act of 1970.

1800 – PROSECUTION AND PROGRESS

Failure to Complete the Work on Time — Should Contractor fail to complete work on or before the dates set for completion or by the dates set by extension of time for completion, City may permit Contractor to proceed, and in such case, there shall be deducted from the money due or coming due, to Contractor, the amount shown in the Schedule Of Liquidated Damages for each day the work remains uncompleted. This amount per day, together with the amount of any extra charges for engineering services or inspection occasioned by the delay in completion, shall be the

amount per day agreed upon as liquidated damages, and not as a penalty in lieu of actual damages occasioned by such damages.

| Schedule of Liquidated Damages | | |
|--------------------------------|------------------|-------------------------|
| Original Contract Amount | | Charge Per Calendar Day |
| From More Than | To and Including | |
| \$0 | \$50,000 | \$150 |
| \$50,000 | \$100,000 | \$300 |
| \$100,000 | \$500,000 | \$600 |
| \$500,000 | \$1,000,000 | \$1,000 |

Permitting Contractor to continue and finish the work, or any part of it, after the time fixed for its completion, including any extensions which may have been granted, shall in no way operate as a waiver on the part of City of any of its rights under the contract.

Neither by the act of taking over the work nor by the annulment of the contract, shall City forfeit the right to recover liquidated damages from Contractor or its surety for failure to complete the project within the specified time.

1900 – MEASUREMENT AND PAYMENT

Partial Payment — At least once each month at regular intervals, City of New Brighton shall make a progress payment to Contractor on the basis of a duly certified and approved estimate of the work performed during that preceding month. This partial payment shall not exceed 95 percent of the value of the completed work. The partial payment may include the value of the acceptable nonperishable materials delivered to the site of the work.

Prompt Payment to Subcontractors — Pay any subcontractors within ten days of Contractor’s receipt of payment from City for undisputed services provided by the subcontractor. Pay an interest rate of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, Pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor shall be awarded its costs and disbursements, including attorney’s fees, incurred in bringing the action.

Final Payment — Upon completion of the final inspection and performance tests of the construction and equipment and acceptance of the work, Engineer shall execute a certificate over his signature that the whole work provided for in this agreement has been completed and accepted by him under the terms and conditions thereof, whereupon the entire balance shall be paid to Contractor.

Quote Form
Water Treatment Plant #1 Greensand Filter Effluent Valve Addition
City Project 25-10

Greensand Filter Valve Modifications: \$ 34,000.00

The basis of payment for the Greensand Filter Valve Modifications shall be on the bid prices and final quantities installed.

All of the work on this contract shall be completed on or before December 30, 2025.

Company: Magney Construction, Inc.

By: Kevin Vranicar - President

Signatures: 

Date: October 17, 2025

Address: 1401 Park Road

Chanhassen, MN 55317

Telephone: 952-474-1674

Fax: 952-474-1679

Quote Approved by City of New Brighton: _____ Date: _____

CERTIFICATION

I hereby certify these specifications were prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Nathaniel Thomas

Nathaniel S Thomas

Responsible for all Divisions of these specifications.

License # 61883

Date: 10/7/2025



| | |
|------------------------|-------------------|
| Agenda Section: | Consent Agenda |
| Report Date: | 11/13/2025 |
| Meeting Date: | November 25, 2025 |

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Replace Heaters at Water Treatment Plant #1

| | |
|--------------------------|----------------|
| Action Requested: | |
| Public Hearing: | Motion: X |
| Discussion: | Informational: |
| Form of Action: | |
| Resolution: | Ordinance: |
| Contract/Agreement: X | N/A or Other: |
| Votes Needed: | |
| 3 Votes: X | 4 Votes: |
| 5 Votes: | N/A: |

| | |
|---------------------------|--|
| Summary Statement: | <ul style="list-style-type: none"> • We have an annual service agreement with Total Mechanical for the preventative maintenance and inspection of our heaters and air conditioners at Water Treatment Plant #1 • Through the inspection, they identified nine heaters that are cheaper to replace than repair. |
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| Recommendations: | Approve the Director of Community Assets and Development to enter |
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| | into an agreement with Total Mechanical for the replacement of nine heaters at Water Treatment Plant #1. |
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| Applicable Deadlines: | None |
|------------------------------|------|

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| Community Impact: | The ability to provide safe and reliable drinking water to our residents, businesses, and visitors. |
|--------------------------|---|

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|-----------------------------|----|
| Legislative History: | NA |
|-----------------------------|----|

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|----------------------------|--------------------------|----------------------------------|
| Strategic Priority: | Financial Sustainability | Staff Capabilities |
| | Economic Development | Community Engagement & Belonging |
| | City Assets X | N/A |

| | | | | |
|-----------------------|--|-----------------|-----------------------|-------------------|
| Fiscal Impact: | Financial Impact: Is there a financial consideration? | | No | Yes: \$ 37,726.00 |
| | Financing Sources: | Budgeted | Budget Modification | |
| | New Revenue | Use of Reserves | Other Fund 206 (Army) | |

| | |
|---------------------|---|
| Attachments: | 1. Total Mechanical Quote - Replacement of WTP #1 Heaters |
|---------------------|---|



420 Broadway Avenue
 St. Paul Park, MN 55071
 P# 651-768-9367
 F# 651-768-9258

| | | |
|--|--|-----------------------|
| Company: <i>New Brighton Public Works</i> | Proposal Number: <i>SQ 5420</i> | Date: <i>10/30/25</i> |
| Address: <i>700 5th Street NW</i> | Email Address: | |
| City, State, Zip: <i>New Brighton MN 55112</i> | Phone Number: | |
| Attention: <i>Eric Volk</i> | Subject: <i>Unit Heater Replacements</i> | |

Total Mechanical Services, Inc. is please to present the following proposal:

Work includes:

Units # 1-6, & #s 12,13,16

Install new Lennox unit heaters to replace the above units, with the same capacity as the existing units

Notes:

Allow two weeks delivery on the above equipment

Lift provided

Exclusions: Premium Time labor, any work beyond proposal

| | |
|--------------------------------------|--------------|
| Cost for work as described above is: | \$ 37,726.00 |
|--------------------------------------|--------------|

Our terms are net 30 days, with a 1-1/2% per month finance charge applied to all past due invoices. Based upon a credit analysis, we may request a partial or complete payment before proceeding with the work. We warrant our repair work for 90 days. We warrant new equipment installations for one year. The above stated warranties do not enhance, extend, reduce or diminish any manufacturer warranties.

This proposal and the pricing shown is good for 45 days

Proposal Submitted by:

Mike Rick

(651) 768 9367 ext 109

| | | | |
|-------------|-------|------|-----|
| Accepted By | Title | Date | PO# |
|-------------|-------|------|-----|



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|------------------------|--------------------------|
| Agenda Section: | Consent Agenda |
| Report Date: | 11/13/2025 |
| Meeting Date: | November 25, 2025 |

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Resolution Approving Massage Salon License for Hongman Li (Brighton Wellness) and Personal Service Massage License for Lisha Luo Contingent on Premises Inspection

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|--------------------------|------------------------|
| Action Requested: | |
| Public Hearing: | Motion: X |
| Discussion: | Informational: |
| Form of Action: | |
| Resolution: X | Ordinance: |
| Contract/Agreement: | N/A or Other: X |
| Votes Needed: | |
| 3 Votes: X | 4 Votes: |
| 5 Votes: | N/A: |

| | |
|---------------------------|--|
| Summary Statement: | <ul style="list-style-type: none"> • Hongman Li, owner of newly established "Brighton Wellness" has submitted all required fees and materials for a Massage Salon License at 2633 Innsbruck Dr. Suite D. • Her first employee, Lisha Luo, is applying for a Personal Service Massage License and will be the one performing massage for Hongman Li's business. • To conduct massage in New Brighton, an establishment must have a Massage Salon License and every individual performing |
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| | <p>massage must have a Personal Service Massage License.</p> <ul style="list-style-type: none"> • A complete background check has been cleared for both these applicants. • Once approved by council, the last step will be a premises inspection. |
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| Recommendations: | Authorize issuance of Massage Salon License via Resolution to Hongman Li, owner of "Brighton Wellness," and a Personal Service Massage License to Lisha Luo contingent on completion of a premises inspection by the Code Compliance Officer. |
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| Applicable Deadlines: | None |
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| Community Impact: | <p>Brighton Wellness provides valuable benefits to New Brighton and supports the City’s commitment to a diverse and thriving business community. The owner, Hongman Li, immigrated from China and brings cultural and economic diversity that strengthens our local business environment. Lisha Luo, the massage therapist for Brighton Wellness, has completed 600 hours of professional massage therapist training at the accredited program of Santa Ana Beauty College, which exceeds the City required minimum of 500 hours (Sec. 10-304). The business will offer traditional massage along with other wellness services such as infrared lamp therapy, infrared hot stone therapy, yoga stretching, and traditional scraping therapy. These services give residents more options for stress relief, pain management, and overall wellness. The sale of health related products such as lotions and essential oils adds convenient retail access for the community. Welcoming this business expands local wellness resources and supports a culturally diverse entrepreneur.</p> |
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| Legislative History: | City Code Chapter 10, Article 9 regulates licenses for therapeutic massage. |
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| Strategic Priority: | Financial Sustainability | Staff Capabilities |
| | Economic Development | Community Engagement & |

| | | |
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| | | Belonging |
| | City Assets | Operational Effectiveness |
| | | N/A |

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| Fiscal Impact: | Financial Impact: Is there a financial consideration? | | No | Yes: \$ |
| | Financing Sources: | Budgeted | Budget Modification | |
| | New Revenue | Use of Reserves | Other | |

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| Attachments: | 1. | Resolution Approving Massage Salon License for Hongman Li (Brighton Wellness) and Personal Service Massage License for Lisha Luo Contingent on Premise |
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RESOLUTION NO. _____
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION APPROVING MASSAGE SALON LICENSE FOR HONGMAN LI (BRIGHTON WELLNESS) AND PERSONAL SERVICE MASSAGE LICENSE FOR LISHA LUO CONTINGENT ON PREMISES INSPECTION

WHEREAS, the applicant, Hongman Li, owner of Brighton Wellness located at 2633 Innsbruck Dr. Suite D, New Brighton MN, 55112 has applied for a Salon Massage License and her employee, Lisha Luo, applied for a Personal Service Massage license; and,

WHEREAS, applicant Lisha Luo has met and exceeded the personal service training requirements under Sec. 10-311; and,

WHEREAS, the applicants submitted complete applications consistent with Sec. 10-295 and Sec. 10-296; and,

WHEREAS, the applicants meet all eligibility criteria under Sec. 10-305; and,

WHEREAS, the premise inspection is pending and will be completed soon; and,

WHEREAS, all required fees, including investigation fees under Sec. 10-298 have been paid by both applicants,

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of New Brighton approves Hongman Li’s application for a Massage Salon License for her business Brighton Wellness located at 2633 Innsbruck Dr. Suite D, New Brighton MN, 55112 along with Lisha Luo’s Personal Service Massage License. The licensees are required to follow all federal, state and local laws. This licenses will be effective from January 1, 2026 to December 31, 2026 and will require annual renewal by the applicants.

ADOPTED this ____ day of _____ 2025 by the New Brighton City Council with a vote of ____ ayes and ____ nays.

Kari Niedfeldt-Thomas, Mayor

ATTEST:

Devin Massopust, City Manager

Terri Spangrud, City Clerk



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| Agenda Section: | Consent Agenda |
| Report Date: | 11/17/2025 |
| Meeting Date: | November 25, 2025 |

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Authorizing Staff to Execute Professional Services Agreement with Complete Health Environmental and Safety Services (CHESS)

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|------------------------------|------------------|
| Action Requested: | |
| Public Hearing: | Motion: X |
| Discussion: | Informational: |
| Form of Action: | |
| Resolution: | Ordinance: |
| Contract/Agreement: X | N/A or Other: |
| Votes Needed: | |
| 3 Votes: X | 4 Votes: |
| 5 Votes: | N/A: |

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| Summary Statement: | The City began working with CHESS in 2022 to provide health, safety, and environmental programs along with assistance on compliance topics. The two-year agreement is now due for renewal. |
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| Recommendations: | Authorize Staff to Execute Professional Services Agreement with Complete Health Environmental and Safety Services (CHESS). |
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| Applicable Deadlines: | Current agreement ends December 31, 2025 |
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| Community Impact: | A safe and well-trained workforce benefits the community by reducing risk and ensuring overall wellbeing of staff, residents, and visitors. |
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| Legislative History: | <p>Professional services provided by CHESS will include site safety walkthroughs of every City building, facilitation of bimonthly safety committee meetings, development and review of safety programs, development of annual training calendar, provision of safety training, and workers' compensation assistance. CHESS will also be available to assist with any OSHA inspections.</p> <p>The 2026 fee represents a 2% increase from 2025.</p> |
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| Strategic Priority: | Financial Sustainability | Staff Capabilities |
| | Economic Development | Community Engagement & Belonging |
| | City Assets | N/A |

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|-----------------------|--|--------------------|---------------------|---|
| Fiscal Impact: | Financial Impact: Is there a financial consideration? | | No | Yes: \$ 26,760 in 2026 \$ 27,480 in 2027 |
| | Financing Sources | Budgeted: X | Budget Modification | |
| | New Revenue | Use of Reserves | Other | |

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| Attachments: | 1. CHESS Safety Services Proposal for New Brighton 2026-2027 |
|---------------------|--|



November 6, 2025

Blia Her
City of New Brighton
803 Old Highway 8 NW
New Brighton, MN 55112
blia.her@newbrightonmn.gov

Dear Bila:

Complete Health, Environmental & Safety Services, Inc. (CHES, Inc.) has appreciated the opportunity to work with the City of New Brighton over the last couple of years. Our contract is due to expire at the end of December. You have asked for a proposal for continued services.

Since January 2024 we have provided the following services:

- Compliance walkthroughs of the Maintenance Center and the Community Center each year.
- Participated in your safety committee, preparing the agendas, minutes and any follow up, along with facilitating the meetings.
- In 2024 we provided or scheduled seven safety training sessions covering DOT regulations, the personal protective equipment policy, Right to Know/Hazard Communication, electrical safety, seasonal employee safety training, confined space entry training, and trench safety / working around heavy equipment.
- In 2025 we provided five safety training sessions covering forklift training, lockout/tagout specific procedures development, Right to Know/HazComm, seasonal employee training, confined space entry training, and work station ergonomics (two sessions). We also arranged for work zone safety training.
- Developed safety training calendars for each following year.
- Reviewed & updated your emergency plans
- Developed a respiratory protection program covering Public Works, Parks and Public Safety
- Developed a personal protective equipment program
- Updated the AWAIR program
- Assisted with workers compensation questions and issues.
- Answered specific questions as they came up.

Based on our discussions and our knowledge of the City, we recommend the following Scope of Services over a two-year contract:

Site Walkthroughs

- At least one walkthrough of each facility (Maintenance Center, Public Safety, City Hall, Community Center) during the two-year contract.
- You will receive a report with a description of the hazards identified.

Safety committee meetings

- Includes attending and facilitating the meeting, preparation of the agenda and minutes, preparation of talking points, and follow-up activity.
- The committee has been meeting six times a year.

Written safety programs

- Develop and revise safety programs as needed and as required.
- When possible, program reviews will be incorporated into safety committee meetings.

Safety training

- Develop an annual training calendar with input from the safety committee
- Provide or arrange for up to six safety training sessions each year for Public Works / Parks Maintenance, including the mandatory training (Right to Know/hazard communication, confined space entry, seasonal employee training)
- Provide one training annually for other city staff. This could be offered as two sessions on the same day. For 2026, this training will tentatively be de-escalation.

Workers compensation - Injuries

- Assist with the OSHA 300 log, including annual submission to federal OSHA as required.
- Answer questions about injury management and injury reporting as needed.
- Annual review of your OSHA 300 log.
- Reminders about posting the log.

Monthly Safety Reminders

- We will provide monthly safety flash cards (by email in poster format or as flash cards) on different topics, which can either be distributed to employees or reviewed at a shop meeting. They cover general safety topics, such as are found in your safety programs (ladders, welding, grinders, personal protective equipment, etc.).

CHES will also:

- Be available by phone to answer safety, environmental, OSHA, workers compensation or related questions.
- Be available for an OSHA inspection (up to eight hours of assistance and follow-up).
- Inform you of legislative or rule changes that may affect you.

To provide the above services, including work in our office and by phone, time on site and travel, we anticipate providing 275 hours over a two-year period. The cost will be as follows:

| Year | Annual | Billed monthly |
|-------------|---------------|-----------------------|
| 2026 | \$26,760 | \$2230 |
| 2027 | \$27,480 | \$2290 |

The above costs do not include charges from outside trainers, training specifically for custodial/building maintenance staff, or industrial hygiene monitoring (which we do not anticipate will be needed). We would discuss the options with you prior to setting up any outside trainers or doing other work that would require additional charges.

For 2026, we anticipate the cost for outside trainers (LTAP work zone and arc flash) to be less than \$1000.

We can also assist you with OSHA safety grants. Public Works is eligible again in 2026 and other departments are eligible any time.

- We will prepare the grant application, including project description and applicable OSHA standards.
- We will prepare the grant survey report.
- OSHA reviews completed grant applications every two months (deadlines are June 15, August 15, October 15, etc.). Projects cannot be started until the fully executed grant is received.
- OSHA may fund up to 50%, with a maximum of up to \$10,000, of project costs. The funds cannot be used for our services, and we cannot guarantee that OSHA will award a grant.

The cost for an OSHA safety grant will be billed separately. We charge a flat fee of \$975 to write grants for our maintenance clients. Your different departments are each eligible for a grant.

This proposal is good for 90 days from the date of this letter (if you proceed with a Maintenance Contract, the safety grant component of this proposal will be honored for the length of the Maintenance Contract). Terms and conditions which apply to this proposal are attached.

If you know you want to proceed, please sign below and return a signed copy to our offices by mail, email (carkey@chess-safety.com) or fax (651-415-2886). A purchase order or an email from you acknowledging acceptance of the proposal, payment of invoices at the new rate, or scheduling services, such as training, will be considered a valid contract. We look forward to continuing to work with New Brighton. If you have any questions, please call me at 651-481-9787.

Sincerely yours,



Carol Keyes, CRC, CSP
CHES, Inc.
carkey@chess-safety.com
651-842-9210

Cc: Eric Volk, Public Works
Jen Lehmann

Proposal Acceptance

I, _____, as an authorized representative of New Brighton, accept the above proposal for services under a maintenance plan.

- Two-year maintenance plan (\$26,760 the first year, \$27,480 the second year, to be billed monthly)
- OSHA safety grant application (\$975)

Signature (authorized representative of New Brighton)

Date



TERMS AND CONDITIONS

This Terms and Conditions document is attached to and made part of the proposal from **Complete Health, Environmental & Safety Services, Inc.**, hereinafter called CHESS, to City of New Brighton hereinafter called CITY, dated the 6th day of November, 2025.

CITY is a **municipality**.

CHESS is an independent consulting firm providing services as follows:

A. CHESS may survey CITY's occupational safety, health, and environmental programs, including safety policies, personal protective equipment assessments, AWAIR, injury prevention, workers compensation/return to work, occupational disease prevention programs, physical facility safety plans and OSHA compliance, environmental compliance, and other programs as requested.

B. CHESS may make recommendations and/or develop programs needed to bring CITY into compliance with current state and federal regulations.

C. CHESS may make recommendations for improving overall occupational safety and health and environmental compliance for CITY.

D. CHESS may design programs to fit other CITY operations and needs as survey may disclose.

Therefore, the parties agree as follows:

1. **Information:** CITY agrees to make available to CHESS all requested occupational health, safety and environmental records. The withholding of information will seriously impair CHESS's ability to render quality service, and CHESS will not be responsible for any oversight due to lack of information or information withheld for any reason.

Open access to records is essential to a valid survey. In the event CHESS determines that vital information is being withheld, CHESS will notify CITY and give it fifteen (15) days in which to provide access to such needed records. If CITY fails to provide the requested records or data, or access thereto, CHESS may without further notice terminate this contract and CITY will be responsible and agrees to pay for work performed by CHESS through the date of termination. CITY will indemnify and hold CHESS harmless for any costs or claims arising from incorrect advice, recommendations, findings or decisions based on incomplete disclosure or inaccurate information provided by CITY or if CITY changes its procedures after CHESS has completed the services outlined in the proposal.

Any training materials produced by CHESS are and will remain the physical and intellectual property of CHESS and will be available for use only by CHESS personnel, unless expressly negotiated that the material is being produced for CITY's ongoing use.

2. CHESS retains the copyright for all work products created by CHESS for CITY. CITY is given unlimited rights for internal distribution and use. For training, the work product is the training itself, and any materials used in that training are for CHESS's use only, unless other arrangements are explicitly made. Work products may be altered by CITY for its internal use, but must be identified as altered by someone other than CHESS..

3. **Assistance:** CITY agrees to make personnel available to assist CHESS in gathering information. CHESS will request access to personnel in a timely fashion to impinge on CITY's operations in the least obtrusive manner possible.

4. **Implementation:** It is solely the responsibility of CITY to implement recommendations made by CHESS. CHESS serves as a consultant to CITY and as such, has no authority and assumes no responsibility for the actions of CITY or its employees.

CITY may retain CHESS for such implementation or for additional services beyond the scope of the proposal by separate agreement. Services may be billed at a negotiated rate or at an hourly rate for professional services, including travel, of \$250; and expenses billed separately. These fees are subject to annual increases for multi-year contracts.

5. Hazard Identification: In the event CHES observes safety, health, or environmental hazards that constitute an imminent danger to human life, or a serious violation of law, CHES will notify CITY of the need to correct the observed hazard/violation. In the event CITY fails to correct an identified serious hazard to human life or the environment in a timely manner, this contract may be terminated and CITY will be responsible for and agrees to pay for work performed by CHES through the date of termination. CITY will indemnify and hold CHES harmless for any costs or claims arising from the failure of CITY to comply or correct violations or for injuries or illnesses to its employees. CHES will not be held responsible for CITY's failure to comply or correct violations or for injuries or illnesses to its employees.

6. CITY Representation: The terms of this agreement are based upon representations made to CHES by CITY employees and officials. In the event of unexpected or undisclosed situations, CHES will notify CITY of such conditions and of the necessity, if any, to modify the terms of this agreement to reflect changed conditions. This could include change in key personnel at CITY.

7. Maintenance Plan: The services of CHES under a maintenance plan are on-going and subject to CITY operations. Changes in operations, personnel or of law may require modifications or amendments to plans and to services being performed by CHES. As part of its ongoing services and maintenance plan, CHES will notify CITY of required changes. It is CITY's responsibility to notify CHES of changes in operations or personnel. It is CITY's responsibility to implement changes recommended by CHES. CHES reserves the right to raise rates up to 5% annually on multi-year proposals.

8. Additional Services: If the proposal includes training, it is the responsibility of CITY to ensure employees attend training. Unless included in the proposal, there will be additional fees for make-up sessions or additional sessions for new employees. Additional services may be required if CITY is found to have OSHA, MPCA or other regulatory violations. Fees for services to be provided by CHES as corrective actions will be determined on a case by case basis.

9. Outside trainers: As a courtesy to CITY, CHES may agree to arrange for outside trainers, either under the contract or at an additional cost. CHES has no oversight of this training or the instructor. CHES simply makes the arrangements on behalf of the CITY. CHES will in no way be held responsible for the content of the training, the effectiveness of the training, or the information provided. CITY agrees to hold harmless and indemnify CHES in relation to anything having to do with this training. CITY agrees to reimburse CHES for the cost of the training, per the proposal.

10. Performance: CHES will make every reasonable effort to provide services in a prompt, timely fashion. CHES will not be held responsible for failure to perform services if i) CITY fails to provide CHES with necessary information, materials, access, etc., or ii) CITY causes delays of any type. CHES will not be held responsible if failure to perform is due to causes beyond CHES's control.

11. Records Retention: A copy of CHES's records retention policy is available upon request.

12. Compliance with Laws: CHES will make every effort to comply with local, state or federal laws, codes and regulations.

13. Safety: CHES staff is trained in the use of personal protective equipment and proper safety measures, and will use appropriate safety precautions. It is understood and agreed that, with respect to site health and safety, CHES is responsible solely for the safe performance, by its personnel, of their activities in carrying out the required services. Pursuant to this agreement, CHES will advise CITY personnel of unsafe procedures. CHES is not responsible for the failure of CITY or its employees to follow the recommendations of CHES. CITY waives any claim against CHES for, and agrees to defend, indemnify and hold CHES harmless from any claim for liability, injury or loss to CITY, CITY employees, or others. It is expressly agreed that CHES shall not be in charge of and shall have no control or responsibility over any aspect of the work of CITY's employees, contractors or agents.

14. CITY warrants that it is under no obligation to receive similar services from any person, firm, or entity and is authorized to make this contract. CHES agrees to use its diligence, skill and ability as consultants to promote the occupational health and safety of CITY and its employees.

15. Cancellation: For maintenance agreements, this contract can be canceled after six months, with payment due on the work already performed. The cost of maintenance agreements is calculated to be spread out over a twelve- or twenty-four-month period, or other period as noted in the written proposal. Upon cancellation, the amount due will be based on the entire contract cost and work already performed.

16. Suspension of Services: If, due to a force majeure event such as a pandemic, CITY suspends its operations, maintenance agreements with CHES may be suspended as well for up to nine months. If services are not reinstated within nine months, payment will be due on work already performed and the contract may be canceled.

17. Confidentiality: CHES is authorized to photograph, videotape or make other diagrams of CITY's operations as are necessary to complete the terms of this agreement. CHES agrees that it will not disclose any identifiable information, records, or photographs without prior notice to, and written authorization of CITY unless such disclosure is required by law or necessary to prevent imminent danger.

18. Payment: CHES shall invoice CITY for services monthly, at the completion of each phase of the work, or as provided in the proposal. Unless otherwise agreed, payment not received within 30 days of invoice shall be subject to interest charges of 1% (one percent) per month on the unpaid balance. Payment not received within 90 days of invoice will be referred to a collection agency and subject to a 35% surcharge. Consistent failure to pay invoices on time may result in CHES terminating this agreement.

19. Certificate of Insurance: CHES will provide certificates of insurance upon request. If company requests to be named as an additional insured there will be a \$250 surcharge.

20. Warranty: CHES warrants that the services, findings, recommendations and/or advice provided to CITY is prepared, performed and rendered in accordance with procedures, protocols and practices generally accepted in the industrial hygiene and other applicable professions for use in similar assignments. CITY acknowledges and agrees that CHES has made no other implied or expressed representation, warranty or condition with respect to the services, findings, recommendations or advice to be provided by CHES.

21. Limitations on Damages: CHES maintains insurance in the following amount: \$1,000,000 each claim; \$1,000,000 aggregate. CITY agrees that in no event will CHES be liable for costs or damages in an amount greater than the coverage provided by CHES's insurance and CITY agrees to indemnify CHES for all costs in excess of this amount (except to the extent that such costs result from CHES's gross negligence).



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| Agenda Section: | Consent Agenda |
| Report Date: | 11/17/2025 |
| Meeting Date: | November 25, 2025 |

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Resolution Authorizing Transfers of Funds for Internal Financing of Parks Capital Projects

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|--------------------------|----------------|
| Action Requested: | |
| Public Hearing: | Motion: |
| Discussion: | Informational: |
| Form of Action: | |
| Resolution: | Ordinance: |
| Contract/Agreement: | N/A or Other: |
| Votes Needed: | |
| 3 Votes: | 4 Votes: |
| 5 Votes: | N/A: |

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| Summary Statement: | The Finance Director is seeking authorization to transfer funds from the Non-Fleet Fund and Pavement Management Fund to the Parks Capital Project Fund to finance the remainder of the Hansen Park West project that is currently underway. |
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| Recommendations: | Approve the resolution authorizing transfers of funds included in the 2025-2034 Capital Improvement Plan (CIP). |
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| Applicable | n/a |
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| Deadlines: | |
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| Community Impact: | Sound financial management ensures the City’s ability to continue funding the programs and services the community relies on. |
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| Legislative History: | <p>Oftentimes, the purchases of capital items are financed using cash reserves in multiple funds. These cash reserves must be transferred out of one fund and into the fund in which the asset will be accounted for. The City’s legal level of budgetary control is at the fund level, and all transfers between funds must be authorized by City Council.</p> <p>The Hansen Park West project is the last project in Phase 1 of the Parks Comprehensive Plan. The Phase 1 financing plan included bond financing, grant funding, and a mix of internal financing from the Community Reinvestment Fund, Non-Fleet Replacement Fund, and Pavement Management Fund. All projects are being accounted for in the Parks Capital Project Fund and financing has been transferred in over time as projects have progressed.</p> <p>As we near the end of Phase 1, the Finance Director is seeking authorization to transfer the remaining internal financing sources into the project fund.</p> |
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| Strategic Priority: | <u>Financial Sustainability</u> | Staff Capabilities |
| | Economic Development | Community Engagement & Belonging |
| | <u>City Assets</u> | N/A |

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|-----------------------|--|-------------------------------|---------------------|---------------------------------|
| Fiscal Impact: | Financial Impact: Is there a financial consideration? | | No | <u>Yes:</u> \$ 2,753,000 |
| | Financing Sources: | <u>Budgeted</u> | Budget Modification | |
| | New Revenue | <u>Use of Reserves</u> | Other | |

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|---------------------|----|------------|
| Attachments: | 1. | Resolution |
|---------------------|----|------------|

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

**RESOLUTION AUTHORIZING TRANSFERS OF FUNDS FOR
INTERNAL FINANCING OF PARKS CAPITAL PROJECTS**

WHEREAS, the City oftentimes finances the purchase of capital items using cash reserves in multiple funds, and

WHEREAS, the cash reserves must be transferred out of one fund and into the fund in which the asset will be accounted for, and

WHEREAS, the City’s legal level of budgetary control is at the fund level and all transfers between funds must be authorized by City Council, and

WHEREAS, the transfers have previously been included in the 2025-2034 Capital Improvement Plan adopted by Council.

NOW THEREFORE, BE IT RESOLVED the Finance Director is authorized and directed to transfer funds as follows:

1. Transfer \$253,000 from the Pavement Management Fund (606) to the Parks Capital Project Fund (403).
2. Transfer up to \$2,500,000 from the Non-Fleet Fund (604) to the Parks Capital Project Fund (403) in lump sum installments as needed through Hansen Park West project completion.

ADOPTED this 25th day of November 2025 by the New Brighton City Council with a vote of _____ ayes and _____ nays.

Kari Niedfeldt-Thomas, Mayor

ATTEST:

Devin Massopust, City Manager

Terri Spangrud, City Clerk



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| Agenda Section: | Consent Agenda |
| Report Date: | 11/19/2025 |
| Meeting Date: | November 25, 2025 |

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Professional Services Agreement with ZMD Engineered Solutions, LLC for City Project 25-12 Public Safety Roof and Skylight Replacement

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|--------------------------|----------------|
| Action Requested: | |
| Public Hearing: | Motion: X |
| Discussion: | Informational: |
| Form of Action: | |
| Resolution: | Ordinance: |
| Contract/Agreement:X | N/A or Other: |
| Votes Needed: | |
| 3 Votes:X | 4 Votes: |
| 5 Votes: | N/A: |

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| Summary Statement: | |
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| Recommendations: | Authorize the Director of Community Assets and Development to enter a Professional Services Contract for design and construction admistrations services for roof rehabilitation at the Public Safety Building |
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| Applicable Deadlines: | NA |
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| Community Impact: | Maintaining city facilities and infrastructure protects public investment and ensures equipment and personnel operate effectively. |
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| Legislative History: | NA |
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| Strategic Priority: | Financial Sustainability | Staff Capabilities |
| | Economic Development | Community Engagement & Belonging |
| | City Assets X | N/A |

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| Fiscal Impact: | Financial Impact: Is there a financial consideration? | | No | Yes: \$ 75,600 |
| | Financing Sources: | Budgeted Non-fleet | Budget Modification | |
| | New Revenue | Use of Reserves | Other | |

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| Attachments: | 1. | 2025 New Brighton REROOF PROPOSAL - Public Safety Building |
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May 1, 2025

Mr. Craig Schlichting, P.E.
Dir. Comm Assets & Devel, City of New Brighton
803 Old Highway 8 NW
New Brighton, MN 55112

Re: 2025 Partial Roof Rehabilitation at Public Safety Building

Dear Mr. Schlichting:

Thank you for your interest in our services. As a follow-up to our discussions and April 23, 2025, onsite meeting, we are pleased to provide this proposal for roof rehabilitation engineering services as you have requested.

Scope of Services

Our services include design and construction administration for roof rehabilitation at the City of New Brighton's Public Safety Building. It is our understanding the initial budget from the City is approximately \$900,000. Based on a total square footage of approximately 24,000 ft², the type of existing roof system being replaced and tentative bidding schedule, we believe the budget should be sufficient to reroof all the proposed roof areas (see the attached overall aerial photos for reference with the roof sections labeled in cyan).

As discussed, Areas A, B, C, and D with ballasted EPDM roofs over the administrative offices and fire truck garage are slated for roof design options. The standing seam section, Area E, will have cleaning and maintenance performed on it in 2025 or 2026 as the City's budget allows. These roof sections are approximately 24,000 ft² in size. We will work closely with you and the City to package the project to maximize the work to be included in the project while maintaining the City's budget. The overall cost of the project will be largely impacted by the final roof system selection and the timeframe the City would like to complete the work.

Overall, this project is average in complexity; however, several issues will need to be addressed during the design phase of the project to ensure a clear and concise set of construction documents are produced for bidding. Some of the issues include various roof edge condition detailing, occupancy and use, scheduling, access and staging area, possible thru-wall flashing replacement, existing roof system components and salvageability, screen wall removal/ painting/ reinstallation, skylight replacement, roof protection at mechanical units, and drainage. The effect of such items on the final design and the initial budget amount will be discussed throughout the design process.

The complete scope is described as follows:

Fieldwork

The fieldwork portion of the design process will include the complete visual inspection of the roof and wall sections and field measurements of all applicable details and test openings, as necessary, to further determine the nature and condition of the existing building components. We will access and open details as necessary with the assistance of a local roofing contractor. Photographs will be taken and sketches of existing conditions will be made to aid in the design process. This portion of the work will also include field verification of the overall dimensions versus existing drawing information for these roof sections. Once we complete our field investigation portion of the work, we will meet with you and present pertinent information on all roof sections.

We do not anticipate the need for a hazardous materials consultant to test for the presence of hazardous materials since this building was built in the early 2000's. If it is determined that hazardous materials are suspected, we will work with the City to add these services to the work and, if necessary, incorporate the specification sections for removal from the hazardous materials consultant into our construction documents. If the City has a preferred hazardous materials consultant, we will work with them throughout this process.

We will review interior conditions and past performance criteria as well as occupancy and safety concerns with you during this time. We will evaluate any existing building plans and detail drawings the City has in order to complete our fieldwork.

Design

Once the necessary fieldwork is complete and pertinent information has been gathered, we will generate a preliminary design. This design will include an overall roof plan for all the rehabilitation areas, location of penetrations, interior and perimeter details, an overall description, and detail locations. Detail sheets will be generated; the details will explicitly show existing and new components and call out methods of sealing and coating, repair, installation and fastening of new materials including size and type of fasteners, spacing and location. All roofing and waterproofing materials, flashings, and sealants will be shown as well.

The services of a structural engineer will be necessary to evaluate structural capacity as it relates to drift loading because of increased roofing system R-values and potential ponding in the case of a plugged drain. Any modification recommendations resulting from the structural engineer's evaluation will be incorporated into the project as well.

A project manual will be generated to supplement the drawings. The manual will include specifications for all aspects of the construction process and complete written instructions for the installation of the roof replacement. All responsibilities of the Contractor will be specified including insurance and bonding requirements, safety and staging, scheduling of work, permits, references, and means of securing payments. The plans and specifications are complimentary type documents which cover, in detail, the many important aspects of the project from bidding to final inspection.



Once our preliminary design is complete, we will meet with you to review this information and address any questions or concerns about the project. When your review is complete and the preliminary design is approved, we will finalize the drawings, project manual, and bid dates and make them available for bidding.

Bid Process

After the bid documents have been prepared, we will assist in the bid process. We will contact several contractors and provide them with the bid package. We will also provide an Advertisement to Bid for the City to place in area publications as required. We will conduct a pre-bid meeting at the site with all prospective bidders and you to discuss critical aspects of completing the installation properly, safely, and with minimal disruption to daily facility functions. Once bids are received, we will help evaluate them and provide a letter of recommendation and a bid tabulation for your reference.

Construction Administration

After the bid is awarded and contracts are executed by the City, a pre-construction meeting with the Contractor and you will be conducted prior to the start of the project. We will review the project requirements again to assure all parties agree and understand completely what is expected throughout the project; a construction timeline will be established. Prior to the start of work, we will review and approve submittals as necessary.

Once the construction begins, we will provide periodic onsite observations to ensure the roof rehabilitation is completed as intended and in compliance with the drawings and project manual. We will record and photograph the progress and provide you with complete records including observation reports, written correspondence, field notes and photographs documenting completion of the project. We will conduct meetings, as necessary, to review the Contractor's progress and address project issues. We will also review pay requests and make recommendations for payment.

When the project is complete, we will conduct a final inspection to ensure that all items of the work have been completed in a satisfactory manner.

Design Budget

We propose to provide engineering services for the design of roof rehabilitation for a fee of \$41,400. This fee includes all ZMD's costs associated with fieldwork and design. This fee does not include the costs for contractor assistance, a hazardous material consultant, if necessary, or structural engineering fees. These costs will be billed through ZMD as a reimbursable expense with no markup (we estimate these costs to be less than \$4,500 for the project).

Construction Administration Budget

We propose to provide the services necessary for construction administration of the roof rehabilitation for a fee of \$29,700. This fee is based on periodic construction observation throughout the project including any progress meetings. It includes all travel expenses, costs associated with conducting a pre-construction meeting, maintaining and supplying progress documents, review of pay requests, visual observation, communication with the Contractor and you, inspection reports, photographs of the construction site and final inspection. This fee is dependent upon weather, contractor, and conditions encountered as work progresses.

Timeline for ZMD Design Work

We could begin this work effort within one week of the initial notice to proceed. We anticipate completing the design portion of the work such that the bidding process can commence in mid to late summer 2025. This would enable the City to bid the project for optimal pricing and allow the successful responsive low bidder to order materials for construction in a timely manner due to anticipated material lead times.

Please sign this proposal and return it if acceptable. Receipt of signed proposal will serve as our notice to proceed. If you have any questions regarding this proposal or require further information, please contact our office.

Sincerely,

ZMD Engineered Solutions, LLC



Robert A. South, PE
President

Accepted by: City of New Brighton

By: _____ Date: _____





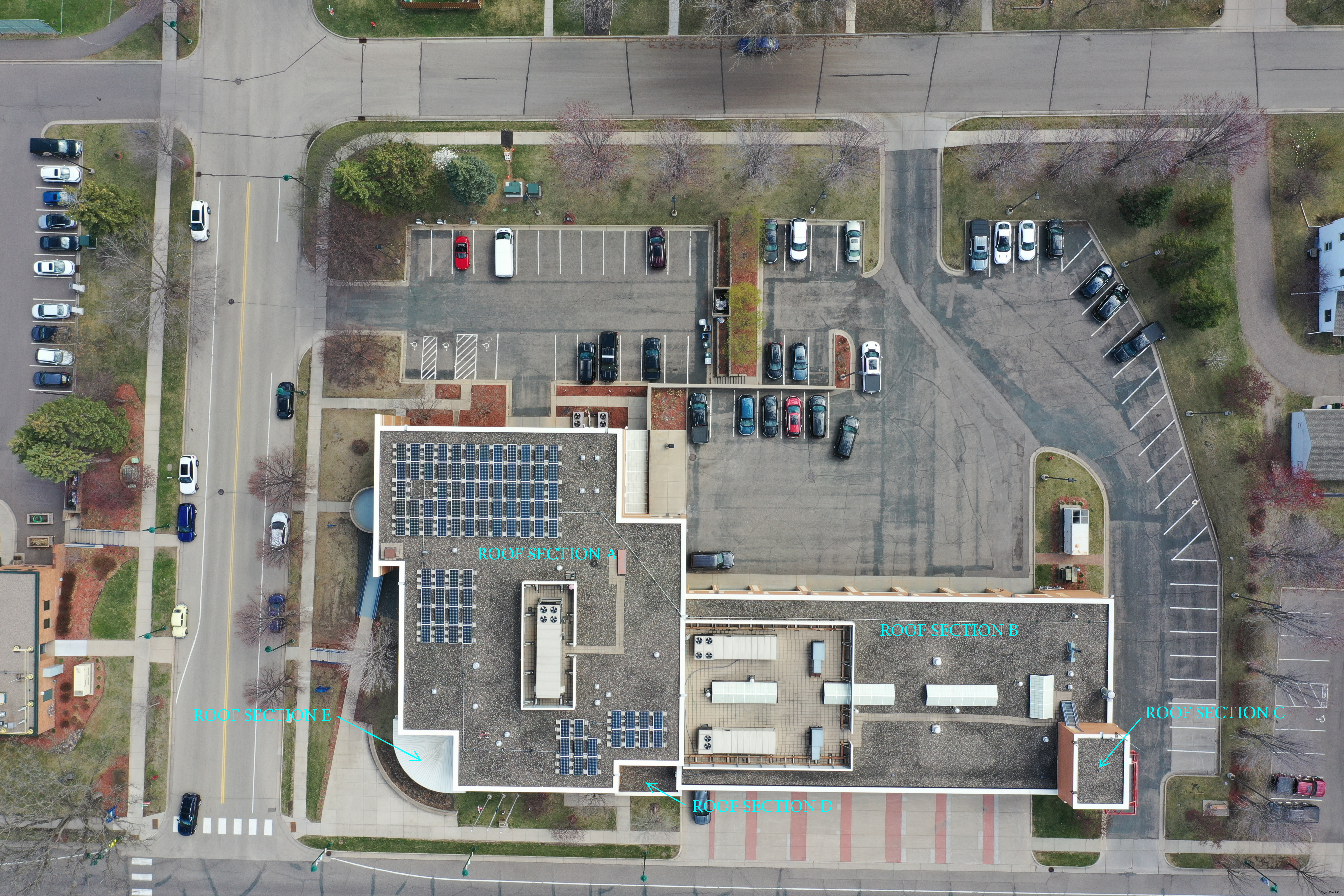
ROOF SECTION A

ROOF SECTION B

ROOF SECTION C

ROOF SECTION D

ROOF SECTION E



ROOF SECTION A

ROOF SECTION B

ROOF SECTION C

ROOF SECTION D

ROOF SECTION E



| | |
|------------------------|-------------------|
| Agenda Section: | Consent Agenda |
| Report Date: | 11/19/2025 |
| Meeting Date: | November 25, 2025 |

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Resolution Certifying Delinquent Utility Accounts and Past Due Accounts Receivables Invoices to be Payable with 2026 Property Taxes

| | |
|--------------------------|----------------|
| Action Requested: | |
| Public Hearing: | Motion: X |
| Discussion: | Informational: |
| Form of Action: | |
| Resolution: X | Ordinance: |
| Contract/Agreement: | N/A or Other: |
| Votes Needed: | |
| 3 Votes: X | 4 Votes: |
| 5 Votes: | N/A: |

| | |
|---------------------------|---|
| Summary Statement: | The amount to be certified at this time to the 2026 property taxes for utility accounts is \$124,840.74 and for past due accounts receivables invoices is \$3,201.00. |
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| Recommendations: | To adopt the resolution certifying delinquent utility accounts and past due accounts receivables invoices to be payable with the 2026 property taxes. |
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| Applicable | The list of past due amounts to be certified is due to Ramsey County by |
|-------------------|---|

| | |
|-------------------|--------------------|
| Deadlines: | November 26, 2025. |
|-------------------|--------------------|

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| Community Impact: | Certifying these charges for collection with the property taxes assures the City of payment for these services without raising rates for other users. |
|--------------------------|---|

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| Legislative History: | <ul style="list-style-type: none"> • Each year delinquent charges for utility services and accounts receivables are certified for collection with the property taxes. Through certification, the City is assured of payment for these services. The certified amount must be paid with the 2026 property taxes. • Minnesota State Statutes provide cities with authority to levy a one-year special assessment on properties for unpaid utility bills and service charges. Authority to certify these unpaid charges are also provided in the City Code. The Code defines a delinquency as unpaid charges which are at least ninety (90) days past due. The Code also defines a past due accounts receivables invoice as any charge not paid when due; however, City staff recommends certifying unpaid amounts which are at least ninety (90) days past due to be consistent with the treatment of utility accounts. All customers have been advised about the certification process and given an opportunity to make full payment prior to this certification. The minimum amount eligible for utility account certification is a delinquency of at least \$100. • The total amount that will be certified to the 2026 property taxes for Utilities is \$233,223.56 (June updated total \$108,382.82 + November \$124,840.74). For a comparison, the total amount certified to the 2025 property taxes was \$200,865.13. • The total amount that will be certified to the 2026 property taxes for accounts receivables invoices is \$3,734.50 (June updated total \$533.50 + November \$3,201.00). For a comparison, the total amount certified to the 2025 property taxes was \$14,965.34. • The certified amounts include an interest charge of 10% per annum, as the City will not receive settlement in full until December 2026. |
|-----------------------------|--|

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|----------------------------|----------------------------|----------------------------------|
| Strategic Priority: | Financial Sustainability X | Staff Capabilities |
| | Economic Development | Community Engagement & Belonging |
| | City Assets | N/A |

| | | | | |
|-----------------------|--|-----------------|---------------------|--------------------|
| Fiscal Impact: | Financial Impact: Is there a financial consideration? | | No | Yes: \$ 128,041.74 |
| | Financing Sources: | Budgeted | Budget Modification | |
| | New Revenue | Use of Reserves | Other X | |

| | | |
|---------------------|----|---|
| Attachments: | 1. | Resolution to certify past due accounts receivables and delinquent utility accounts |
| | 2. | UB Certification List for Council |
| | 3. | AR Certification List for Council |

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

RESOLUTION CERTIFYING DELINQUENT UTILITY ACCOUNTS AND PAST DUE ACCOUNTS RECEIVABLES INVOICES TO BE PAYABLE WITH 2026 PROPERTY TAXES

WHEREAS, the City certifies delinquent utility bills and past due accounts receivable invoices for collection with the property taxes each year; and

WHEREAS, certification is authorized by the City Code for delinquent utility charges unpaid that exceed \$100 and are past due by ninety (90) days; and

WHEREAS, certification is authorized by the City Code for accounts receivable charges unpaid when due; and

WHEREAS, interest at the rate of 10% per annum has been included in the totals; and

WHEREAS, the affected customers have been advised as to the certification providing them an opportunity to make full payment prior to this certification

NOW THEREFORE, BE IT RESOLVED that:

1. The certifications shall be shown in Attachment A and Attachment B.
2. The certified amounts shall be collected in full with the 2026 property taxes.

ADOPTED this 25th day of November 2025 by the New Brighton City Council with a vote of _____ ayes and _____ nays.

Kari Niedfeldt-Thomas, Mayor

ATTEST:

Devin Massopust, City Manager

Terri Spangrud, City Clerk

Delinquent Utility Balance List

Attachment A

Wednesday, November 19, 2025

| Account Number | Parcel Number | Delinquent Amount | Additional Penalty | Total |
|----------------|---------------|-------------------|--------------------|-------------|
| 100305-01 | 333023230082 | \$ 210.17 | \$ 21.02 | \$ 231.19 |
| 100438-01 | 333023220037 | \$ 276.64 | \$ 27.66 | \$ 304.30 |
| 100743-01 | 333023220027 | \$ 342.21 | \$ 34.22 | \$ 376.43 |
| 100776-01 | 333023220048 | \$ 1,066.63 | \$ 106.66 | \$ 1,173.29 |
| 101220-01 | 293023340053 | \$ 343.10 | \$ 34.31 | \$ 377.41 |
| 101410-01 | 293023340031 | \$ 470.56 | \$ 47.06 | \$ 517.62 |
| 101444-01 | 293023340040 | \$ 454.57 | \$ 45.46 | \$ 500.03 |
| 101717-01 | 323023230006 | \$ 196.84 | \$ 19.68 | \$ 216.52 |
| 102517-01 | 313023140058 | \$ 162.08 | \$ 16.21 | \$ 178.29 |
| 102616-01 | 323023310046 | \$ 500.38 | \$ 50.04 | \$ 550.42 |
| 102624-01 | 323023340001 | \$ 396.85 | \$ 39.69 | \$ 436.54 |
| 103085-01 | 323023310018 | \$ 306.83 | \$ 30.68 | \$ 337.51 |
| 103176-01 | 323023310027 | \$ 197.83 | \$ 19.78 | \$ 217.61 |
| 103366-01 | 323023310041 | \$ 402.99 | \$ 40.30 | \$ 443.29 |
| 103424-01 | 293023330084 | \$ 299.27 | \$ 29.93 | \$ 329.20 |
| 103911-01 | 293023330010 | \$ 561.90 | \$ 56.19 | \$ 618.09 |
| 104174-01 | 323023220059 | \$ 179.93 | \$ 17.99 | \$ 197.92 |
| 104224-01 | 323023220026 | \$ 395.33 | \$ 39.53 | \$ 434.86 |
| 104984-01 | 293023330067 | \$ 477.15 | \$ 47.72 | \$ 524.87 |
| 105106-01 | 293023330074 | \$ 154.44 | \$ 15.44 | \$ 169.88 |
| 105262-01 | 313023110008 | \$ 307.86 | \$ 30.79 | \$ 338.65 |
| 105437-01 | 313023140016 | \$ 317.47 | \$ 31.75 | \$ 349.22 |
| 105593-01 | 313023140044 | \$ 516.37 | \$ 51.64 | \$ 568.01 |
| 105833-01 | 313023110063 | \$ 174.42 | \$ 17.44 | \$ 191.86 |
| 106286-01 | 313023120138 | \$ 443.90 | \$ 44.39 | \$ 488.29 |
| 106484-01 | 303023430013 | \$ 1,096.29 | \$ 109.63 | \$ 1,205.92 |
| 106815-01 | 303023330061 | \$ 308.00 | \$ 30.80 | \$ 338.80 |
| 107268-01 | 303023430003 | \$ 319.04 | \$ 31.90 | \$ 350.94 |
| 107623-01 | 333023230121 | \$ 222.58 | \$ 22.26 | \$ 244.84 |
| 107862-01 | 323023410007 | \$ 338.30 | \$ 33.83 | \$ 372.13 |
| 107912-01 | 323023440007 | \$ 431.19 | \$ 43.12 | \$ 474.31 |
| 107946-01 | 323023440004 | \$ 328.63 | \$ 32.86 | \$ 361.49 |
| 108530-01 | 323023320075 | \$ 341.97 | \$ 34.20 | \$ 376.17 |
| 109157-01 | 323023310012 | \$ 342.71 | \$ 34.27 | \$ 376.98 |
| 109751-01 | 323023310015 | \$ 656.74 | \$ 65.67 | \$ 722.41 |
| 111286-01 | 313023140040 | \$ 2,414.71 | \$ 241.47 | \$ 2,656.18 |
| 111492-01 | 323023320038 | \$ 410.94 | \$ 41.09 | \$ 452.03 |
| 111765-01 | 323023330084 | \$ 342.23 | \$ 34.22 | \$ 376.45 |
| 112292-01 | 313023140015 | \$ 342.21 | \$ 34.22 | \$ 376.43 |
| 113109-01 | 303023230050 | \$ 106.92 | \$ 10.69 | \$ 117.61 |
| 113803-01 | 323023210001 | \$ 936.45 | \$ 93.65 | \$ 1,030.10 |
| 200055-01 | 293023140124 | \$ 211.43 | \$ 21.14 | \$ 232.57 |
| 200238-01 | 293023140107 | \$ 231.85 | \$ 23.19 | \$ 255.04 |

| | | | | | | | |
|-----------|--------------|----|----------|----|--------|----|----------|
| 200592-01 | 293023110059 | \$ | 894.23 | \$ | 89.42 | \$ | 983.65 |
| 200659-01 | 293023110084 | \$ | 307.90 | \$ | 30.79 | \$ | 338.69 |
| 201046-01 | 293023110066 | \$ | 147.83 | \$ | 14.78 | \$ | 162.61 |
| 201210-01 | 293023340012 | \$ | 346.87 | \$ | 34.69 | \$ | 381.56 |
| 201640-01 | 293023310050 | \$ | 434.42 | \$ | 43.44 | \$ | 477.86 |
| 201939-01 | 293023140145 | \$ | 344.51 | \$ | 34.45 | \$ | 378.96 |
| 202077-01 | 293023110053 | \$ | 340.57 | \$ | 34.06 | \$ | 374.63 |
| 202176-01 | 293023140130 | \$ | 351.74 | \$ | 35.17 | \$ | 386.91 |
| 202275-01 | 293023120106 | \$ | 224.75 | \$ | 22.48 | \$ | 247.23 |
| 202531-01 | 303023130066 | \$ | 306.38 | \$ | 30.64 | \$ | 337.02 |
| 202671-01 | 303023420010 | \$ | 191.25 | \$ | 19.13 | \$ | 210.38 |
| 202697-01 | 303023420011 | \$ | 648.39 | \$ | 64.84 | \$ | 713.23 |
| 202879-01 | 293023130007 | \$ | 171.00 | \$ | 17.10 | \$ | 188.10 |
| 202960-01 | 293023120064 | \$ | 571.94 | \$ | 57.19 | \$ | 629.13 |
| 202994-01 | 293023120078 | \$ | 319.30 | \$ | 31.93 | \$ | 351.23 |
| 203091-01 | 293023140100 | \$ | 424.10 | \$ | 42.41 | \$ | 466.51 |
| 203125-01 | 293023140086 | \$ | 1,585.56 | \$ | 158.56 | \$ | 1,744.12 |
| 203158-01 | 293023140131 | \$ | 361.02 | \$ | 36.10 | \$ | 397.12 |
| 203216-01 | 293023120060 | \$ | 221.43 | \$ | 22.14 | \$ | 243.57 |
| 203224-01 | 293023120051 | \$ | 456.32 | \$ | 45.63 | \$ | 501.95 |
| 203463-01 | 293023120019 | \$ | 323.44 | \$ | 32.34 | \$ | 355.78 |
| 203471-01 | 293023120043 | \$ | 344.51 | \$ | 34.45 | \$ | 378.96 |
| 203612-01 | 293023220005 | \$ | 3,120.77 | \$ | 312.08 | \$ | 3,432.85 |
| 203638-01 | 293023220006 | \$ | 2,827.67 | \$ | 282.77 | \$ | 3,110.44 |
| 203661-01 | 293023230017 | \$ | 340.57 | \$ | 34.06 | \$ | 374.63 |
| 204131-01 | 293023210084 | \$ | 238.91 | \$ | 23.89 | \$ | 262.80 |
| 204149-01 | 293023120048 | \$ | 450.58 | \$ | 45.06 | \$ | 495.64 |
| 204180-01 | 293023210082 | \$ | 344.50 | \$ | 34.45 | \$ | 378.95 |
| 204339-01 | 293023210004 | \$ | 323.44 | \$ | 32.34 | \$ | 355.78 |
| 204560-01 | 293023240110 | \$ | 246.34 | \$ | 24.63 | \$ | 270.97 |
| 204602-01 | 293023240130 | \$ | 479.91 | \$ | 47.99 | \$ | 527.90 |
| 204677-01 | 293023240133 | \$ | 344.50 | \$ | 34.45 | \$ | 378.95 |
| 204941-01 | 293023210071 | \$ | 537.05 | \$ | 53.71 | \$ | 590.76 |
| 205047-01 | 293023210104 | \$ | 357.02 | \$ | 35.70 | \$ | 392.72 |
| 205104-01 | 293023210106 | \$ | 325.66 | \$ | 32.57 | \$ | 358.23 |
| 205146-01 | 303023110069 | \$ | 663.23 | \$ | 66.32 | \$ | 729.55 |
| 205286-01 | 303023110047 | \$ | 153.62 | \$ | 15.36 | \$ | 168.98 |
| 205310-01 | 293023310011 | \$ | 402.09 | \$ | 40.21 | \$ | 442.30 |
| 205351-01 | 293023310022 | \$ | 652.41 | \$ | 65.24 | \$ | 717.65 |
| 205476-01 | 293023240112 | \$ | 348.72 | \$ | 34.87 | \$ | 383.59 |
| 205518-01 | 293023240114 | \$ | 622.69 | \$ | 62.27 | \$ | 684.96 |
| 206011-01 | 203023430018 | \$ | 862.69 | \$ | 86.27 | \$ | 948.96 |
| 206532-01 | 293023310036 | \$ | 543.56 | \$ | 54.36 | \$ | 597.92 |
| 206797-01 | 293023240099 | \$ | 401.87 | \$ | 40.19 | \$ | 442.06 |
| 206805-01 | 293023240065 | \$ | 371.22 | \$ | 37.12 | \$ | 408.34 |
| 206839-01 | 293023240063 | \$ | 264.22 | \$ | 26.42 | \$ | 290.64 |
| 206946-01 | 293023240045 | \$ | 557.32 | \$ | 55.73 | \$ | 613.05 |

| | | | | | | | |
|-----------|--------------|----|----------|----|--------|----|----------|
| 207795-01 | 193023430002 | \$ | 573.11 | \$ | 57.31 | \$ | 630.42 |
| 208298-01 | 293023230039 | \$ | 184.78 | \$ | 18.48 | \$ | 203.26 |
| 208843-01 | 193023410047 | \$ | 307.90 | \$ | 30.79 | \$ | 338.69 |
| 209049-01 | 203023320046 | \$ | 702.17 | \$ | 70.22 | \$ | 772.39 |
| 209270-01 | 303023140011 | \$ | 395.72 | \$ | 39.57 | \$ | 435.29 |
| 209544-01 | 303023140041 | \$ | 147.83 | \$ | 14.78 | \$ | 162.61 |
| 209650-01 | 303023120034 | \$ | 752.73 | \$ | 75.27 | \$ | 828.00 |
| 209742-01 | 303023120007 | \$ | 638.15 | \$ | 63.82 | \$ | 701.97 |
| 209833-01 | 303023120046 | \$ | 147.83 | \$ | 14.78 | \$ | 162.61 |
| 210740-01 | 203023340101 | \$ | 341.63 | \$ | 34.16 | \$ | 375.79 |
| 211128-01 | 303023240026 | \$ | 1,087.54 | \$ | 108.75 | \$ | 1,196.29 |
| 211185-01 | 293023220016 | \$ | 420.41 | \$ | 42.04 | \$ | 462.45 |
| 211334-01 | 303023110020 | \$ | 744.00 | \$ | 74.40 | \$ | 818.40 |
| 212282-01 | 193023440048 | \$ | 310.24 | \$ | 31.02 | \$ | 341.26 |
| 212662-01 | 303023140065 | \$ | 1,421.96 | \$ | 142.20 | \$ | 1,564.16 |
| 212704-01 | 303023140057 | \$ | 422.88 | \$ | 42.29 | \$ | 465.17 |
| 213090-01 | 303023420035 | \$ | 147.83 | \$ | 14.78 | \$ | 162.61 |
| 213629-01 | 193023320080 | \$ | 313.85 | \$ | 31.39 | \$ | 345.24 |
| 214213-01 | 203023320025 | \$ | 401.52 | \$ | 40.15 | \$ | 441.67 |
| 214452-01 | 303023110022 | \$ | 165.94 | \$ | 16.59 | \$ | 182.53 |
| 214700-01 | 193023430001 | \$ | 318.04 | \$ | 31.80 | \$ | 349.84 |
| 214825-01 | 303023110005 | \$ | 147.83 | \$ | 14.78 | \$ | 162.61 |
| 215046-01 | 203023330018 | \$ | 231.93 | \$ | 23.19 | \$ | 255.12 |
| 215160-01 | 193023410021 | \$ | 472.09 | \$ | 47.21 | \$ | 519.30 |
| 215731-01 | 193023410029 | \$ | 293.06 | \$ | 29.31 | \$ | 322.37 |
| 216036-01 | 303023240020 | \$ | 183.27 | \$ | 18.33 | \$ | 201.60 |
| 216077-01 | 303023240018 | \$ | 353.30 | \$ | 35.33 | \$ | 388.63 |
| 216192-01 | 303023210012 | \$ | 433.65 | \$ | 43.37 | \$ | 477.02 |
| 216366-01 | 193023430008 | \$ | 621.60 | \$ | 62.16 | \$ | 683.76 |
| 216424-01 | 193023430010 | \$ | 375.34 | \$ | 37.53 | \$ | 412.87 |
| 216606-01 | 203023340120 | \$ | 147.83 | \$ | 14.78 | \$ | 162.61 |
| 216978-01 | 303023240073 | \$ | 351.19 | \$ | 35.12 | \$ | 386.31 |
| 216986-01 | 303023240007 | \$ | 228.77 | \$ | 22.88 | \$ | 251.65 |
| 217026-01 | 303023130093 | \$ | 344.47 | \$ | 34.45 | \$ | 378.92 |
| 217117-01 | 303023120030 | \$ | 402.00 | \$ | 40.20 | \$ | 442.20 |
| 218206-01 | 303023420086 | \$ | 155.17 | \$ | 15.52 | \$ | 170.69 |
| 218396-01 | 303023220047 | \$ | 598.73 | \$ | 59.87 | \$ | 658.60 |
| 218867-01 | 303023220005 | \$ | 147.83 | \$ | 14.78 | \$ | 162.61 |
| 218883-01 | 303023220007 | \$ | 541.01 | \$ | 54.10 | \$ | 595.11 |
| 219428-01 | 293023420009 | \$ | 1,820.46 | \$ | 182.05 | \$ | 2,002.51 |
| 220376-01 | 303023310011 | \$ | 495.14 | \$ | 49.51 | \$ | 544.65 |
| 220657-01 | 303023340076 | \$ | 325.45 | \$ | 32.55 | \$ | 358.00 |
| 220954-01 | 303023310013 | \$ | 293.40 | \$ | 29.34 | \$ | 322.74 |
| 221133-01 | 293023130201 | \$ | 566.19 | \$ | 56.62 | \$ | 622.81 |
| 222034-01 | 293023310008 | \$ | 333.70 | \$ | 33.37 | \$ | 367.07 |
| 222323-01 | 203023310031 | \$ | 344.57 | \$ | 34.46 | \$ | 379.03 |
| 222562-01 | 303023340092 | \$ | 147.83 | \$ | 14.78 | \$ | 162.61 |

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|-----------|--------------|----|----------|----|--------|----|----------|
| 222601-01 | 293023130211 | \$ | 424.94 | \$ | 42.49 | \$ | 467.43 |
| 223677-01 | 203023410078 | \$ | 680.82 | \$ | 68.08 | \$ | 748.90 |
| 223725-01 | 203023420035 | \$ | 274.79 | \$ | 27.48 | \$ | 302.27 |
| 224335-01 | 203023420037 | \$ | 147.83 | \$ | 14.78 | \$ | 162.61 |
| 264495-01 | 293023310060 | \$ | 1,134.28 | \$ | 113.43 | \$ | 1,247.71 |
| 300467-01 | 173023220016 | \$ | 134.39 | \$ | 13.44 | \$ | 147.83 |
| 300657-01 | 193023130205 | \$ | 288.37 | \$ | 28.84 | \$ | 317.21 |
| 300715-01 | 193023240054 | \$ | 500.22 | \$ | 50.02 | \$ | 550.24 |
| 301358-01 | 203023230049 | \$ | 286.76 | \$ | 28.68 | \$ | 315.44 |
| 301630-01 | 203023230033 | \$ | 195.61 | \$ | 19.56 | \$ | 215.17 |
| 302083-01 | 193023210096 | \$ | 196.66 | \$ | 19.67 | \$ | 216.33 |
| 302208-01 | 193023220069 | \$ | 319.25 | \$ | 31.93 | \$ | 351.18 |
| 302406-01 | 203023220051 | \$ | 410.60 | \$ | 41.06 | \$ | 451.66 |
| 302414-01 | 203023220028 | \$ | 250.35 | \$ | 25.04 | \$ | 275.39 |
| 302562-01 | 193023210080 | \$ | 134.39 | \$ | 13.44 | \$ | 147.83 |
| 302596-01 | 193023210076 | \$ | 625.57 | \$ | 62.56 | \$ | 688.13 |
| 302646-01 | 193023210073 | \$ | 156.91 | \$ | 15.69 | \$ | 172.60 |
| 302653-01 | 193023210084 | \$ | 342.96 | \$ | 34.30 | \$ | 377.26 |
| 303396-01 | 183023140023 | \$ | 442.60 | \$ | 44.26 | \$ | 486.86 |
| 303537-01 | 183023110081 | \$ | 134.39 | \$ | 13.44 | \$ | 147.83 |
| 303651-01 | 183023110006 | \$ | 134.39 | \$ | 13.44 | \$ | 147.83 |
| 303941-01 | 193023120023 | \$ | 192.30 | \$ | 19.23 | \$ | 211.53 |
| 304006-01 | 193023120013 | \$ | 193.68 | \$ | 19.37 | \$ | 213.05 |
| 304279-01 | 193023210060 | \$ | 286.91 | \$ | 28.69 | \$ | 315.60 |
| 304311-01 | 193023210062 | \$ | 311.22 | \$ | 31.12 | \$ | 342.34 |
| 304428-01 | 193023210026 | \$ | 349.35 | \$ | 34.94 | \$ | 384.29 |
| 304451-01 | 193023210028 | \$ | 134.39 | \$ | 13.44 | \$ | 147.83 |
| 304659-01 | 193023140083 | \$ | 282.22 | \$ | 28.22 | \$ | 310.44 |
| 305292-01 | 173023330024 | \$ | 134.39 | \$ | 13.44 | \$ | 147.83 |
| 305573-01 | 183023330053 | \$ | 134.39 | \$ | 13.44 | \$ | 147.83 |
| 305904-01 | 193023140049 | \$ | 144.97 | \$ | 14.50 | \$ | 159.47 |
| 306563-01 | 193023130007 | \$ | 6,589.82 | \$ | 658.98 | \$ | 7,248.80 |
| 306746-01 | 193023120005 | \$ | 647.08 | \$ | 64.71 | \$ | 711.79 |
| 306951-01 | 183023430041 | \$ | 409.41 | \$ | 40.94 | \$ | 450.35 |
| 307082-01 | 193023130024 | \$ | 610.94 | \$ | 61.09 | \$ | 672.03 |
| 307207-01 | 193023120033 | \$ | 266.21 | \$ | 26.62 | \$ | 292.83 |
| 307413-01 | 183023310035 | \$ | 565.75 | \$ | 56.58 | \$ | 622.33 |
| 307421-01 | 183023310034 | \$ | 590.42 | \$ | 59.04 | \$ | 649.46 |
| 307439-01 | 183023310033 | \$ | 282.22 | \$ | 28.22 | \$ | 310.44 |
| 307868-01 | 173023220039 | \$ | 189.04 | \$ | 18.90 | \$ | 207.94 |
| 308262-01 | 193023240020 | \$ | 319.24 | \$ | 31.92 | \$ | 351.16 |
| 308551-01 | 183023310052 | \$ | 473.49 | \$ | 47.35 | \$ | 520.84 |
| 308676-01 | 193023220012 | \$ | 134.39 | \$ | 13.44 | \$ | 147.83 |
| 309435-01 | 183023110072 | \$ | 445.04 | \$ | 44.50 | \$ | 489.54 |
| 309518-01 | 183023110076 | \$ | 134.39 | \$ | 13.44 | \$ | 147.83 |
| 309716-01 | 173023220014 | \$ | 232.51 | \$ | 23.25 | \$ | 255.76 |
| 309849-01 | 183023120022 | \$ | 636.32 | \$ | 63.63 | \$ | 699.95 |

| | | | | | | | |
|-----------|--------------|----|----------|----|--------|----|----------|
| 309948-01 | 183023210023 | \$ | 204.30 | \$ | 20.43 | \$ | 224.73 |
| 310169-01 | 183023120028 | \$ | 315.28 | \$ | 31.53 | \$ | 346.81 |
| 310540-01 | 183023130029 | \$ | 278.74 | \$ | 27.87 | \$ | 306.61 |
| 310730-01 | 173023230034 | \$ | 396.40 | \$ | 39.64 | \$ | 436.04 |
| 310888-01 | 183023430028 | \$ | 663.04 | \$ | 66.30 | \$ | 729.34 |
| 310961-01 | 183023430019 | \$ | 757.81 | \$ | 75.78 | \$ | 833.59 |
| 311134-01 | 183023210027 | \$ | 193.02 | \$ | 19.30 | \$ | 212.32 |
| 311266-01 | 173023320009 | \$ | 507.86 | \$ | 50.79 | \$ | 558.65 |
| 311282-01 | 173023320021 | \$ | 188.33 | \$ | 18.83 | \$ | 207.16 |
| 311332-01 | 173023320024 | \$ | 318.45 | \$ | 31.85 | \$ | 350.30 |
| 311514-01 | 183023240016 | \$ | 1,079.86 | \$ | 107.99 | \$ | 1,187.85 |
| 311597-01 | 183023240061 | \$ | 314.28 | \$ | 31.43 | \$ | 345.71 |
| 311761-01 | 193023140007 | \$ | 327.09 | \$ | 32.71 | \$ | 359.80 |
| 311787-01 | 193023140006 | \$ | 376.56 | \$ | 37.66 | \$ | 414.22 |
| 311910-01 | 193023110100 | \$ | 548.64 | \$ | 54.86 | \$ | 603.50 |
| 311928-01 | 193023110099 | \$ | 475.51 | \$ | 47.55 | \$ | 523.06 |
| 312132-01 | 183023440077 | \$ | 321.69 | \$ | 32.17 | \$ | 353.86 |
| 312157-01 | 183023440076 | \$ | 360.32 | \$ | 36.03 | \$ | 396.35 |
| 312173-01 | 183023440075 | \$ | 335.90 | \$ | 33.59 | \$ | 369.49 |
| 312603-01 | 183023140005 | \$ | 161.28 | \$ | 16.13 | \$ | 177.41 |
| 312744-01 | 183023110091 | \$ | 554.25 | \$ | 55.43 | \$ | 609.68 |
| 312819-01 | 183023110003 | \$ | 197.48 | \$ | 19.75 | \$ | 217.23 |
| 312884-01 | 183023140049 | \$ | 581.45 | \$ | 58.15 | \$ | 639.60 |
| 312900-01 | 183023140051 | \$ | 427.77 | \$ | 42.78 | \$ | 470.55 |
| 312926-01 | 183023140053 | \$ | 197.22 | \$ | 19.72 | \$ | 216.94 |
| 313072-01 | 183023140043 | \$ | 319.19 | \$ | 31.92 | \$ | 351.11 |
| 313155-01 | 183023130004 | \$ | 274.81 | \$ | 27.48 | \$ | 302.29 |
| 313320-01 | 183023120045 | \$ | 134.39 | \$ | 13.44 | \$ | 147.83 |
| 313486-01 | 183023420011 | \$ | 150.49 | \$ | 15.05 | \$ | 165.54 |
| 313841-01 | 183023420020 | \$ | 798.47 | \$ | 79.85 | \$ | 878.32 |
| 313932-01 | 183023310010 | \$ | 708.58 | \$ | 70.86 | \$ | 779.44 |
| 314153-01 | 183023230053 | \$ | 134.39 | \$ | 13.44 | \$ | 147.83 |
| 314898-01 | 183023110030 | \$ | 556.00 | \$ | 55.60 | \$ | 611.60 |
| 314906-01 | 183023110029 | \$ | 141.82 | \$ | 14.18 | \$ | 156.00 |
| 314963-01 | 183023320030 | \$ | 197.62 | \$ | 19.76 | \$ | 217.38 |
| 315226-01 | 183023230046 | \$ | 263.61 | \$ | 26.36 | \$ | 289.97 |
| 315432-01 | 173023230039 | \$ | 862.79 | \$ | 86.28 | \$ | 949.07 |
| 315606-01 | 173023230021 | \$ | 304.29 | \$ | 30.43 | \$ | 334.72 |
| 315614-01 | 173023230007 | \$ | 338.08 | \$ | 33.81 | \$ | 371.89 |
| 315978-01 | 183023440028 | \$ | 552.54 | \$ | 55.25 | \$ | 607.79 |
| 316117-01 | 183023430003 | \$ | 641.34 | \$ | 64.13 | \$ | 705.47 |
| 316232-01 | 183023420070 | \$ | 134.39 | \$ | 13.44 | \$ | 147.83 |
| 316307-01 | 183023330025 | \$ | 788.40 | \$ | 78.84 | \$ | 867.24 |
| 316364-01 | 183023240050 | \$ | 280.34 | \$ | 28.03 | \$ | 308.37 |
| 316406-01 | 183023240032 | \$ | 351.28 | \$ | 35.13 | \$ | 386.41 |
| 316620-01 | 183023240008 | \$ | 617.71 | \$ | 61.77 | \$ | 679.48 |
| 316745-01 | 183023230039 | \$ | 480.57 | \$ | 48.06 | \$ | 528.63 |

| | | | | | | | |
|-----------|--------------|----|--------|----|-------|----|--------|
| 316869-01 | 183023120014 | \$ | 393.69 | \$ | 39.37 | \$ | 433.06 |
| 316893-01 | 173023240018 | \$ | 140.44 | \$ | 14.04 | \$ | 154.48 |
| 316968-01 | 173023310006 | \$ | 160.24 | \$ | 16.02 | \$ | 176.26 |
| 316984-01 | 173023230031 | \$ | 179.74 | \$ | 17.97 | \$ | 197.71 |
| 317065-01 | 173023230027 | \$ | 338.04 | \$ | 33.80 | \$ | 371.84 |
| 317115-01 | 173023230016 | \$ | 134.39 | \$ | 13.44 | \$ | 147.83 |
| 317149-01 | 173023240016 | \$ | 470.07 | \$ | 47.01 | \$ | 517.08 |
| 317420-01 | 193023220074 | \$ | 231.62 | \$ | 23.16 | \$ | 254.78 |
| 317487-01 | 193023220024 | \$ | 134.39 | \$ | 13.44 | \$ | 147.83 |
| 317743-01 | 193023210001 | \$ | 294.77 | \$ | 29.48 | \$ | 324.25 |
| 317834-01 | 183023420039 | \$ | 151.39 | \$ | 15.14 | \$ | 166.53 |
| 317974-01 | 183023220016 | \$ | 180.02 | \$ | 18.00 | \$ | 198.02 |
| 318014-01 | 183023220007 | \$ | 324.06 | \$ | 32.41 | \$ | 356.47 |
| 318212-01 | 183023330037 | \$ | 462.75 | \$ | 46.28 | \$ | 509.03 |
| 318337-01 | 183023230019 | \$ | 548.49 | \$ | 54.85 | \$ | 603.34 |
| 318493-01 | 303023220021 | \$ | 449.08 | \$ | 44.91 | \$ | 493.99 |
| 318519-01 | 183023120008 | \$ | 343.69 | \$ | 34.37 | \$ | 378.06 |
| 318691-01 | 183023120059 | \$ | 372.59 | \$ | 37.26 | \$ | 409.85 |
| 318915-01 | 183023130020 | \$ | 431.37 | \$ | 43.14 | \$ | 474.51 |
| 318980-01 | 183023130025 | \$ | 430.82 | \$ | 43.08 | \$ | 473.90 |
| 319012-01 | 183023130026 | \$ | 301.04 | \$ | 30.10 | \$ | 331.14 |
| 320002-01 | 183023230075 | \$ | 420.07 | \$ | 42.01 | \$ | 462.08 |
| 320747-01 | 203023220046 | \$ | 624.19 | \$ | 62.42 | \$ | 686.61 |
| 321448-01 | 173023230070 | \$ | 577.11 | \$ | 57.71 | \$ | 634.82 |
| 321588-01 | 173023230065 | \$ | 439.92 | \$ | 43.99 | \$ | 483.91 |

| | | | | | | |
|--------|----|------------|----|-----------|----|------------|
| Totals | \$ | 113,491.58 | \$ | 11,349.16 | \$ | 124,840.74 |
|--------|----|------------|----|-----------|----|------------|

AR Delinquent Tax List

Wednesday, November 19, 2025

| PARCEL NUMBER | CUSTOMER | CODING | BALANCE | CERTIFICATION FEE | TOTAL AMOUNT |
|----------------------|--|-----------------|--------------------|--------------------------|---------------------|
| 193023130303 | 151 Silver Lake Partners llc | FALSE ALARM | \$ 190.00 | \$ 19.00 | \$ 209.00 |
| 183023310004 | LAW CENTER | FALSE ALARM | \$ 190.00 | \$ 19.00 | \$ 209.00 |
| 193023430023 | TMK PROPERTY | FIRE INSPECTION | \$ 60.00 | \$ 6.00 | \$ 66.00 |
| 183023310064 | POP CULTURE ARCHIVES | FALSE ALARM | \$ 380.00 | \$ 38.00 | \$ 418.00 |
| 303023430023 | SILVER LAKE PARTNERS MITCHELL REALTY LLC | FALSE ALARM | \$ 2,090.00 | \$ 209.00 | \$ 2,299.00 |
| TOTALS: | | | \$ 2,910.00 | \$ 291.00 | \$ 3,201.00 |



| | |
|------------------------|--------------------------|
| Agenda Section: | Consent Agenda |
| Report Date: | 11/17/2025 |
| Meeting Date: | November 25, 2025 |

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of 2026-2028 Master Labor Agreement between Law Enforcement Labor Services Local No. 263 and the City of New Brighton

| | |
|------------------------------|------------------|
| Action Requested: | |
| Public Hearing: | Motion: X |
| Discussion: | Informational: |
| Form of Action: | |
| Resolution: | Ordinance: |
| Contract/Agreement: X | N/A or Other: |
| Votes Needed: | |
| 3 Votes: X | 4 Votes: |
| 5 Votes: | N/A: |

| | |
|---------------------------|---|
| Summary Statement: | <ul style="list-style-type: none"> • Sergeants are represented by LELS Local N. 263. The current Master Labor Agreement ends December 31, 2025. Negotiations were initiated early in 2025 to allow more time to reach an agreement and to fully incorporate requests into the 2026 budget cycle. • Management and labor met three times this fall to discuss the labor agreement, with most conversations focused on wages, work schedule, holiday, paid, and sick leave. Both parties are satisfied with the proposed agreement. |
|---------------------------|---|

| | |
|--|--|
| | <ul style="list-style-type: none"> • A summary of the most significant revisions is below, with a version of the new contract showing tracked changes attached. <ul style="list-style-type: none"> ○ Wages reflect a 7% increase in both 2026, 2027, and 3% in 2028. (Article 22.1) ○ Employees will receive a monthly HSA contribution, rather than an annual contribution. (Article 17.1) ○ Adjustments to uniform allowance will increase based on general wages each year, paid on the 2nd paycheck calendar year. (Article 18) ○ Add Juneteenth to raise holiday hours to 104. Holiday buy-back payout will be completed once per year, on the last paycheck of December. (Article 26) ○ Parental leave granted for parents up to 80 hours (New Article 27) ○ Employees will be able to maintain a balance of 80 hours of comp time, and able to carry over 40 comp hours to next year. Any exceeding the carryover cap will be paid out at the end of December. (Article 13.6) ○ MN Paid Leave - Employee pays 50%, Employer pays 50% of premium (Article 17.6) ○ Employees eligible to buy-back up to 20 hours using their sick leave for healthy living expenses (Article 25.13) ○ ESST law - agreement verbiage that was reached in 2024 MOU (Article 25.14) • Financial impacts will be incorporated into the 2026, 2027, and 2028 budget request processes. |
|--|--|

| | |
|-------------------------|---|
| Recommendations: | Approve 2026-2028 Master Labor Agreement between LELS Local No. 263 and the City of New Brighton. |
|-------------------------|---|

| | |
|------------------------------|--|
| Applicable Deadlines: | Current Master Labor Agreement ends December 31, 2025. |
|------------------------------|--|

| | |
|--------------------------|--|
| Community Impact: | Collective bargaining unions allow employees to negotiate wages, benefits, and workplace safety. |
|--------------------------|--|

| | |
|-----------------------------|---|
| Legislative History: | <ul style="list-style-type: none"> • 7/28/25, 8/25/25, 9/17/25 — Representatives from management |
|-----------------------------|---|

| | |
|--|--|
| | and Union met to discuss 2026-2028 labor agreement |
|--|--|

| | | |
|----------------------------|--------------------------|----------------------------------|
| Strategic Priority: | Financial Sustainability | Staff Capabilities |
| | Economic Development | Community Engagement & Belonging |
| | City Assets | N/A: X |

| | | | | |
|-----------------------|--|--------------------|---------------------|--|
| Fiscal Impact: | Financial Impact: Is there a financial consideration? | | No | Yes: to be included in 2026, 2027, & 2028 budget cycles |
| | Financing Sources | Budgeted: X | Budget Modification | |
| | New Revenue | Use of Reserves | Other | |

| | | | |
|---------------------|---|----|--|
| Attachments: | <table border="1" style="width: 100%;"> <tr> <td style="width: 10%;">1.</td> <td>LELS 263 - 2026 Sergeants - tracked changes 20251120</td> </tr> </table> | 1. | LELS 263 - 2026 Sergeants - tracked changes 20251120 |
| 1. | LELS 263 - 2026 Sergeants - tracked changes 20251120 | | |



MASTER LABOR AGREEMENT

BETWEEN

THE CITY OF NEW BRIGHTON

AND

**LAW ENFORCEMENT LABOR SERVICES, INC
LOCAL NO. 263**

January 1, ~~2024-2026~~ through December 31, ~~2025~~ 2028

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ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the CITY OF NEW BRIGHTON, hereinafter called EMPLOYER, and LAW ENFORCEMENT LABOR SERVICES, INC., hereinafter called the UNION.

It is the intent and purpose of this AGREEMENT to:

- 1.1 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT.

ARTICLE 2- RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative, under Minnesota Statutes, Section 179A.03, Subd. 8, for all police personnel in the following job classification: **Sergeant**
- 2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.
- 2.3 Employees covered under this contract are considered non-exempt employees and as such are eligible for overtime purposes.

ARTICLE 3 - DEFINITIONS

- 3.1 UNION: LAW ENFORCEMENT LABOR SERVICES, INC.
- 3.2 UNION MEMBER: A MEMBER OF LAW ENFORCEMENT LABORSERVICES, INC., (Local #236).
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The City of New Brighton Public Safety Dept.
- 3.5 EMPLOYER: The City of New Brighton.
- 3.6 DIRECTOR: The Director of the City of New Brighton Public Safety Department
- 3.7 UNION OFFICER: Officer elected or appointed by the LAW ENFORCEMENT LABOR SERVICES, INC
- 3.8 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.9 REST BREAKS: Two periods of fifteen minutes each during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.

- 3.10 LUNCH BREAK: A thirty minute period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 3.12 GRIEVANCE: A dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.
- 3.13 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the employee's SCHEDULED SHIFT.
- 3.14 COMPENSATORY TIME: Time off the employee's regularly scheduled work schedule equal in time to overtime worked.

ARTICLE 4 - EMPLOYER SECURITY

- 4.1 The UNION agrees that during the life of this AGREEMENT, the UNION will not cause, encourage, participate in or support any strike, slow-down, or other interruption of or interference with the normal functions of the EMPLOYER.

ARTICLE 5 - EMPLOYER AUTHORITY

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

ARTICLE 6 - UNION SECURITY

- 6.1 The EMPLOYER shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly UNION dues. Such monies shall be remitted as directed by the UNION.
- 6.2 The UNION may designate two (2) employees from the bargaining unit to act as Stewards and one (1) alternate and shall inform the EMPLOYER in writing of such notice and changes in the positions of Stewards and/or alternates.
- 6.3 The EMPLOYER shall make space available on the employee bulletin board the posting of UNION notice(s) and announcement(s).

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

ARTICLE 7- EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE

7.1 Union Representatives:

The EMPLOYER will recognize representatives designated by the UNION in section 6.2 of this contract as the grievance representatives of the bargaining unit having the duties and responsibilities established by this ARTICLE. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated as provided in ARTICLE 6.2 of this AGREEMENT.

7.2 Processing of a Grievance

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

7.3 Procedure

Grievances, as defined by Section 3.12, shall be resolved in conformance with the following procedure:

Step 1 An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance in writing to the employee's immediate supervisor as designated by the EMPLOYER. The Supervisor will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

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

considered waived.

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

Step 4 A grievance unresolved in Step 3 and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. For grievance matters involving written disciplinary action, discharge, or termination, the assignment of an arbitrator shall be consistent with Minnesota Statute 626.892.

7.4 Waiver

If the EMPLOYER fails to respond to a grievance within the specified time limits, the grievance shall be considered denied at that step. If the UNION fails to appeal a grievance to the next step within the specified time limit, it shall be considered waived. The time limit in each step may be extended by mutual written agreement of the UNION and EMPLOYER in each step.

7.5 Choice of Remedy

If, as a result of the written EMPLOYER response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed to either Step 4 of ARTICLE VII or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 in ARTICLE VII, the grievance is not subject to the arbitration procedure as provided in Step 4 of ARTICLE VII. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 4 of Article VII or another appeal process, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of ARTICLE VII. An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in *EEOC v. Board of Governors of State Colleges and Universities*, 957 F.2d 424 (7th Cir.), cert denied, 506 U.S. 906, 113 S. Ct. 299 (1992), or if *Board of Governors* is judicially or legislatively overruled, this paragraph shall be immediately null and void and shall be deleted from this Agreement.

7.6 Arbitrator's Authority

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION and shall have no authority to make a decision on

any other issue not so submitted.

- B. The arbitrator shall be without power to make decisions contrary to or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.
- D. The election set forth above shall not apply to claims subject to the jurisdiction of the United State Equal Employment Opportunity Commission.

ARTICLE 8- SAVINGS CLAUSE

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

ARTICLE 9 - SENIORITY

- 9.1 Seniority shall be determined by the EMPLOYEE'S length of continuous time in grade as a Sergeant with the Police Department, except as provided for in Section 9.3. Such seniority will be posted in an appropriate location. Seniority rosters may be maintained by the Director on the basis of time in grade and time within specific classifications.
- 9.2 The probationary period shall be six (6) months in length. During the probationary period a newly promoted employee may be reduced in rank at the sole discretion of the EMPLOYER.
- 9.3 A reduction in the workforce will be accomplished on the basis of seniority. For the purposes of this section, seniority shall be considered on the basis of full time employment in the Department of the EMPLOYER. Employees shall be recalled from layoff on the basis of seniority. An EMPLOYEE on layoff shall have an opportunity to return to work within twelve (12) months of the time of the EMPLOYEE'S layoff before any new EMPLOYEE is hired.
- 9.4 Senior employees will be given preference with regard to transfer, job classification assignments and promotions when the job relevant qualifications of employees are equal.

- 9.5 Senior qualified employees shall be given shift assignment preference after twelve months (12) of continuous full-time employment.

ARTICLE 10 - DISCIPLINE

- 10.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
- a) Oral reprimand
 - b) written reprimand
 - c) unpaid suspension
 - d) demotion, or
 - e) discharge.
- 10.2 Suspensions, demotions and discharge will be in written form.
- 10.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of any employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the UNION will receive a copy of such reprimand and/or notice.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 10.5 Employees who are the subject of an investigation which may lead to disciplinary action will be questioned in accordance with the Minnesota Peace Officers Bill of Rights (Minn. Stat. 626.89).
- 10.6 Grievances relating to this ARTICLE shall be initiated by the UNION in Step 3 of the grievance procedure under ARTICLE VII.
- 10.7 Discharges will be preceded by a five day (5) suspension without pay.
- 10.8 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such questioning.

ARTICLE 11- CONSTITUTIONAL PROTECTION

- 11.1 Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE 12 - WORK SCHEDULES

- 12.1 It is acknowledged that law enforcement scheduled work hours do not tie in neatly with the traditional, two thousand and eighty (2080) hour work year. Further, variances in the work schedule do not tie neatly with the payroll cycle and would result in changes in the amounts of pay each paycheck. To accommodate these differences each paycheck will be for a uniform amount. Since timing of the payroll cycle will fluctuate somewhat each year, actual compensation paid will vary. Consequently, time paid may total 2072, 2080, 2088

or 2096 hours in any particular year. For payroll purposes only, hourly pay shall be defined as (Monthly Salary x 12 months)/2080 hours.

The EMPLOYEE will be required to account for the amount paid through:

- a) hours worked on an assigned shift,
- b) holidays,
- c) assigned training,
- d) authorized leave time.

At the commencement of each year, an EMPLOYEE'S expected work schedule hours will be reconciled to the 2080 hours by utilizing holiday hours. A subsequent review and adjustment will occur during each year to reconcile an EMPLOYEE'S actual total scheduled work hours to the actual total to be paid. All positive or negative adjustments shall be on a straight time basis. At the end of each year, EMPLOYEES who work more than the actual total paid will receive pay for additional time worked. EMPLOYEES who work less than the actual total paid will reduce their accumulated vacation balances.

- 12.2 Holidays and authorized leave time are to be calculated on the basis of the actual length of time —of the assigned shifts. Upon separation, an EMPLOYEE's final paycheck will reflect reconciliation of holiday hours base on the number of holiday hours listed in Article 26 that have passed in the calendar year.
- 12.3 Nothing contained in this or any other ARTICLE shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign EMPLOYEES.

ARTICLE 13 - OVERTIME

- 13.1 Employees will be compensated at one and one-half (1-1/2) times the employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift. Changes of shifts do not qualify any employee for overtime under this ARTICLE.
- 13.2 Overtime refused by employees will be recorded and considered as unpaid overtime worked. Overtime will be distributed as equally as practicable.
- 13.3 For the purpose of computing overtime compensation overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 13.4 Overtime will be calculated to the nearest fifteen (15) minutes.
- 13.5 Employees have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.
- 13.6 Effective 1/1/2010, Employees who are required to work overtime hours will be provided the —opportunity to bank compensatory time in lieu of receiving overtime compensation. Each— Employee will be allowed to maintain a maximum balance of forty-eighty (4080) hours of compensatory —time for overtime hours worked. The Employees working overtime will have the option at the time of filling out his/her overtime card of receiving time off at the rate of one and one-half —(1-1/2) —times for each hour worked subject to the approval/disapproval of the Director of —Public Safety. The use of compensatory time, when requested, shall be

subject to the —approval/disapproval of the Director of Public Safety or his/her designee.

At the end of the fiscal year, a maximum accrual of 40 compensatory hours shall be carried over to the following fiscal year. Compensatory hours exceeding the carryover cap shall be paid out once per year on the last paycheck in December.

ARTICLE 14 COURT TIME

14.1 An employee who is required to appear in Court during the employee's scheduled off- duty time shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) times the employee's base pay rate. An employee who is scheduled for Court during off-duty time, but subsequently canceled, shall be entitled to the three (3) hours pay at one and one-half (1-1/2) times the employee's base rate, unless the employee was notified of the cancellation prior to the day of the scheduled Court. An extension or early report to a regularly scheduled shift for Court does not qualify the employee for the three (3) hour minimum.

ARTICLE 15 - CALL BACK TIME

15.1 An employee who is called to duty during the employee's scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

15.2 An EMPLOYEE who is required to attend supervisory staff meetings during scheduled off-duty time shall receive two (2) hours pay at once and one-half (1-1/2) times the employee's base pay rate.

ARTICLE 16-STANDBY PAY

16.1 EMPLOYEES required by the EMPLOYER to standby for duty, shall be paid for such standby time at the rate of one hour pay for each hour of standby.

ARTICLE 17 - INSURANCE*

17.1 Effective 1/01/~~2326~~, The EMPLOYER will contribute ~~\$9661,087~~/month for EMPLOYEES requesting single health insurance, ~~\$1,477661~~/month for EMPLOYEES requesting single +1 coverage, and ~~\$1,670878~~/month for EMPLOYEES requesting and qualifying for dependent (family) coverage for the policy period January 1, 202~~63~~ to December 31, 202~~63~~. EMPLOYEES that participate in the City of New Brighton Health Savings Account Program (HDHP-HSA Health Insurance Plan or Equivalent) will receive an (Per IRS regulations) annual deductible contribution from the City.- The EMPLOYER will deposit the deductible into the EMPLOYEE'S Health Savings Account ~~during the first payroll period of the New Year in equal installments each month with: dDeposits will be made during on the first payroll period of each month.~~ —All EMPLOYEE'S will receive a maximum ~~deductible-HSA~~ contribution of \$1,500.00 per year for single coverage, \$1,650 for single coverage on the ~~\$78,500~~ high deductible plan, \$2,300.00 per year for single+1 coverage, \$3,300 for single +1 coverage on the ~~\$175,000~~ plan, \$2,300.00 per year for family coverage and \$3,800 for family coverage on the ~~\$1517,000~~ plan from the City and based upon the EMPLOYEES continued enrollment in the City's HDHP-Health Savings Account Insurance Plan. The EMPLOYER

will fund the start-up fee and all monthly fees associated with the Health Savings Account (HSA) for those EMPLOYEES participating in the Health Savings Account (HSA).

For those employees that elect coverage under the highest deductible plan (\$~~87,500~~/~~\$175,000~~), the City will contribute the monthly cost of an accident coverage plan.

**~~20246, 2027~~ and ~~20258~~ health insurance contributions are subject to a re-opener to be scheduled in ~~Fall 20263, Fall 2026~~ and Fall ~~202724~~.*

- 17.2 Effective 1/01/08, The EMPLOYER initiated a cafeteria benefits program to provide more options to EMPLOYEES relating to overall benefit selection. The City's Health Insurance

Program is included within the EMPLOYER'S cafeteria benefits program. In the future, as the cafeteria benefits program proceeds, the EMPLOYER intends to include the opportunity for EMPLOYEES to participate in a health insurance plan option that provides for a zero co-pay, 100% hospitalization insurance program.

Effective 1/1/13, the EMPLOYER will no longer be offering a \$0.00 co-pay, 100% hospitalization insurance plan to its EMPLOYEES.

- 17.3 Effective 1/1/07 employees have the ability to opt out of health insurance, provided proof of insurance coverage is provided from the other insurance carrier. The City will pay \$350/month to employees opting out, which would be eligible to be used within the cafeteria benefits program.
- 17.4 Optional benefits. EMPLOYEES may utilize any EMPLOYER monetary contributions available after health insurance premiums are satisfied per Section Article XVI for the purpose of selecting additional benefits, from the City's cafeteria benefits program. Employees shall receive remaining resources in the form of cash, which can then be directed to desired benefits provided.
- 17.5 Long Term Disability Option. The EMPLOYER will pay 75% of the premium of a 90 day qualifying period of a city sponsored long term disability plan if the EMPLOYEE notifies the EMPLOYER of their desire to participate in the plan

17.6 - MINNESOTA PAID FAMILY AND MEDICAL LEAVE

As of January 1, 2026, a program known as the Family and Medical Benefit Insurance Program will be available to employees as defined under Minn. Stat. Chapter 268B and the parties have agreed to adhere to the requirements. As provided in Minn. Stat. 268B.14 Subd. 3, the EMPLOYER shall pay 50% of the premium and each employee shall pay 50% of the total premium through a deduction in their wages. In accordance with Minn. Stat. 268B.14 Subd. 1, payment is calculated on the taxable wages the employer pays to employees in covered employment.

Effective January 1, 2026, EMPLOYEES will have the option to supplement Paid Time Off with any benefits they are eligible to receive from Minnesota Paid Family and Medical Leave.

This coordination will not provide greater than 100% of the EMPLOYEE's usual weekly wage.

ARTICLE 18- UNIFORMS

Uniform and equipment will be purchased based off of the New Brighton Public Safety Policy Manual. Each Employee shall be allowed up to ~~\$920 in 2022 and \$948 in 2023, \$976.44 in 2024, and \$1,005.73 in 2025~~ \$1,077 in 2026, \$1,152 in 2027, and \$1,186 in 2028 and will ~~increase by the amount of COLA~~ be adjusted relative to general wage increases each year thereafter. The uniform allowance is paid on the second paycheck of each calendar year. For new employees, the allowance will be prorated quarterly and paid based on where their hire date falls in the remaining quarters of the year.

The City will pay the cost of soft body armor and three carriers for each employee.

All purchases must conform to the department standards and be approved in advance by the Director of Public Safety who reserves the right to establish criteria for color, style, etc. This does not prohibit the EMPLOYEE from purchasing Velcro equipment for the items.

ARTICLE 19- INJURY ON DUTY

19.1 Employees injured during the performance of their duties for the EMPLOYER and thereby rendered unable to work for the EMPLOYER will be paid the difference between the employee's regular pay and Worker's Compensation insurance payments for a period not to exceed ninety(90) working days per injury, not charged to the employee's vacation, sick leave or other accumulated paid benefits. Employees drawing Workers' Compensation benefits will not receive supplementary Injury On Duty pay or sick leave pay which provides for more after-tax take home pay than the employee made while working.

ARTICLE 20- LONGEVITY – Eliminated, effective January 1, 2024

ARTICLE 21 - OPTIONAL PAY SCHEDULE – Eliminated, effective January 1, 2024

ARTICLE 22 - WAGE RATES AND STEP SYSTEM

22.1 The following monthly wage rates shall be Effective January 1, 2024~~6~~ - December 31, 2025~~8~~ reflecting a 7% increase in 2026, 7% in 2027, and 3% in 2028: ~~(includes a 3% COLA and step increases each year):~~

| Grade 12 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 |
|---------------------------|---------------|---------------|---------------|---------------|---------------|
| Effective January 1, 2024 | \$9,091.81 | \$9,387.42 | \$9,692.30 | \$10,007.48 | \$10,332.96 |
| Effective January 1, 2026 | \$10,021 | \$10,346 | \$10,682 | \$11,030 | \$11,388 |
| Effective January 1, 2025 | \$9,364.56 | \$9,669.04 | \$9,983.07 | \$10,307.70 | \$10,642.95 |
| Effective January 1, 2027 | \$10,722 | \$11,070 | \$11,430 | \$11,802 | \$12,185 |
| Effective January 1, 2028 | \$11,044 | \$11,402 | \$11,773 | \$12,156 | \$12,551 |

Effective January 1, 202⁶4, wage rates for incoming Sergeants will be the next highest STEP based on current wages including specialty pay.

22.2 Eliminated, effective January 1, 2024.

22.3 Post-Retirement Wage contribution. Employees will contribute 1% of their annual income into a City-selected post-retirement insurance program.

ARTICLE 23 - EDUCATION AND LICENSE REIMBURSEMENT

23.1 The City shall directly pay or reimburse for any educational classes per Section 30 (Tuition Reimbursement) of the City's Employee Handbook.

23.2 The EMPLOYER will pay P.O.S.T. License fees for all employees requiring such license.

ARTICLE 24 - VACATIONS

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

VACATION ACCRUAL

| <u>Years of Employment</u> | <u>Hours of Vacation Per Year of Full Time Service</u> |
|----------------------------|--|
| 1-5 | 80 |
| 6-9 | 120 |
| 10-11 | 128 |
| 12 | 136 |
| 13 | 144 |
| 14 | 152 |
| 15 | 160 |
| 20 | 180 |
| 21 | 188 |
| 22 | 196 |
| 23+ | 204 |

- 24.2 Vacation accrual shall not exceed 360 hours. Any hours over the 360 maximum accrual limit will be lost at the end of the calendar year (December 31), unless special exception is granted by the City Manager.
- 24.3 Two employees may not be allowed vacation at the same time unless approved by the Director.
- 24.4 An employee leaving the municipality's service in good standing and after giving proper notice of separation, shall be compensated for up to 260 hours of accrued vacation leave.

ARTICLE 25- SICK LEAVE

- 25.1 Rate of Accrual. Sick leave with pay shall be accrued by permanent full-time employees at the ~~rate of eight (8) hours for each calendar month of full-time service or major fraction thereof~~ an hourly rate of 0.461 based on hours paid, equivalent to a maximum of 96 hours per year with an accrual up to 96 hours per year.
- 25.2 Use Restricted. Paid sick leave shall be granted only to those employees who have accrued sick leave time.
- 25.3 Purpose. Sick leave shall not be considered as a privilege which an employee may use at his or her discretion but shall be allowed in case of necessity and actual illness, legal quarantine, or disability of the employee or to receive dental or medical care or other sickness preventative measures approved by the City Manager.
- 25.4 Use for Funerals/Illness in Family. Employees may use up to twenty-four (24) hours of paid funeral leave to attend the funeral of a ~~member of the employee's immediate family~~ family member- (see definition of family members in Section 3 of the City's Employee Handbook).

~~Up to sixteen (16) hours of sick leave may also be used for attending the funeral of an employee's immediate family member. Immediate Family shall include employee's family members as defined by Minn. Stat. 181.9413.~~

~~When necessary, up to three (3) days of sick leave with pay may also be used for the purpose of attending to the needs of an illness, injury or disability of a member of the employee's immediate family. Immediate Family shall include employee's family members as defined by Minn. Stat. 181.9413. Immediate Family for this additional time shall include employee's family members as defined by Section 3.17 (Definition) of the City of New Brighton Employee~~

Handbook.

Per Minn. Stat. 181.9447, sick leave may be used to make arrangements for or attend funeral services or a memorial, or address financial or legal matters that arise after the death of a family member and to care for a family member. Family member for this purpose is defined by Minnesota's Earned Sick and Safe Time law, and referenced in the Section 3.17 of the City of New Brighton Employee Handbook.

25.5 Notice. In order to be eligible for sick leave with pay an employee must notify the on-duty supervisor or department head not less than two (2) hours prior to the beginning of the employee's work day, and shall keep the department head informed of the employee's condition if the absence is more than three days duration.

25.6 Substantiation. Proof to support sick leave shall be required as follows:

A. Reasonable documentation as provided in Minn Stat. 181.9447 An attending doctor's statement may be required for any sick leave taken after three (3) consecutive days.

B. An employee claiming sick leave may be required to file competent written evidence that the employee has been absent as authorized. Sick leave taken immediately preceding termination of employment or retirement of an employee shall always be substantiated by a written medical report.

C. An employee who has been unable to work for a period of time because of illness or accident, may be required, before being permitted to return to work, to provide medical evidence that the employee is again able to perform all essential duties of the job in a competent manner and without hazard to the employee or others.

D. The City Manager may require a medical examination deemed necessary before or during an approved utilization of sick leave. Any required examination shall be paid by the City.

25.7 When Denied. No sick leave shall be allowed for illness, injury or physical —inability resulting from misconduct on the job except as provided in Section 15 (Sick/Funeral Leave) of Employee Handbook. No additional time off will be allowed for any holidays occurring during an employee's sick leave account. No sick leave benefits of any kind shall be granted after the termination of employment.

25.8 Effect on Accumulation. Employees using sick leave shall be considered to be working for the purpose of accumulating additional vacation leave or sick leave. Only days which the employee would normally have worked shall be charged against the employee's sick leave account.

25.9 Maximum Accrual. Sick leave may be accumulated to a maximum of one thousand forty (1040) hours.

25.10 Post Retirement Health Savings Account-

Effective 1/1/10, EMPLOYEES terminating in good standing and have completed

twenty (20) or more years of service with the City and has accrued sick leave in his/her account, the employee is eligible to receive the following contribution by the City into the Employee's post-retirement health saving account plan, subject to the provisions of such plan.

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

25.11 Employees departing the City in good standing with at least ten (10) years of service shall direct 45% of their accrued sick/terminal leave pay (up to four hundred thirty-two (468) hours) to be deposited into a post-retirement health savings account.

25.12 Abuse. Claiming sick leave when physically fit, except as permitted by this article, may be cause for disciplinary action, including transfer, suspension, demotion, or dismissal.

25.13 Sick Leave for Healthy Living: Employees shall be eligible to buy-back up to twenty (20) hours of Sick Leave each year for reimbursement on expenses that promote healthy living. Healthy Living receipts must be approved ~~the~~by the Employer prior to payment at the ~~E~~mployee's rate of pay upon submission. Eligible expenses are gym memberships, fitness classes, personal trainer fees, fitness equipment, nutrition counseling, and therapeutic massages.

25.14 Earned Sick and Safe Time law – The parties reached an agreement in November 2024 to adhere to requirements of the Earned Sick and Safe Time requirement, Minn. Stat. 181.9445-181.9448.

ARTICLE 26 - HOLIDAYS

26.1 Employees shall be entitled to ~~ninety-six (96)-~~104 hours of holiday per year. These holidays shall be provided by being built into the work schedule as part of the hours requirement of the year, except that such holidays shall not be built into the work schedule for employees working a Monday through Friday schedule.

26.2 Employees who are required to be on duty on any City specified holiday, as defined below, shall be given an additional hour of pay for every hour worked at the discretion of the Director of Public Safety.

26.3 Employees shall be eligible to buy-back up to 48 hours of banked holiday time at the current rate of pay. The holiday buy-back option may be taken once per year ~~and-with~~ payment shall be paid by the end of the calendar year on the last paycheck of December.

Designated Holidays

New Year's Day

Martin Luther King Day
President's Day

Easter Sunday

Memorial Day

Juneteenth

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

The day following Thanksgiving

Christmas Eve

Christmas Day

~~Juneteenth will be added as a holiday with an increase in hours accordingly should the City of New Brighton or the State of Minnesota recognize June 19th as a holiday.~~

ARTICLE 27 – PAID PARENTAL LEAVE

27.1 The City of New Brighton will provide eligible employees with up to eighty (80) hours of paid parental leave in accordance with the “Employer’s Paid Pregnancy and Parenting Leave, Paid Parental Leave policy and Pregnancy Accommodations (Policies 16.16, and 16.17 revised 6/24/2014).

ARTICLE 278 - WAIVER

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

287.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law for bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT, except where so stipulated, or with respect to any term or condition of employment not specifically referred to or covered in this AGREEMENT, even though such terms or conditions may not have been within the

knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

| **ARTICLE 289 - DURATION**

| 298.1 This AGREEMENT shall be effective as of the first (1st) day of January, 20246 and shall remain in full force and effect until the thirty-first (31st) day of December, 20285.

| **ARTICLE 2930 – INDEMNIFICATION**

| 3029.1 Should future amendment to Minn. Stat. § 471.44 or 466.07 impact employees' terms and conditions of employment, the Union or Employer may elect to re-open the Labor Agreement to meet and negotiate issues relative to those amendments.

In witness whereof, the parties hereto have executed this AGREEMENT on this ____ day of _____ 2025.

FOR THE CITY OF NEW BRIGHTON

FOR LAW ENFORCEMENT LABOR SERVICES, INC.

Matt Farmer
LELS Vice President

Devin Massopust
City Manager

~~Mitch Singer~~ Scott Kingslien
LELS President

Kari Niedfeldt-Thomas
Mayor

Rick Mathwig
LELS Business Representative



| | |
|------------------------|--------------------------|
| Agenda Section: | Consent Agenda |
| Report Date: | 11/19/2025 |
| Meeting Date: | November 25, 2025 |

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Memorandum of Understanding between Law Enforcement Labor Services Local No. 263 and the City of New Brighton to establish a check up from the neck up program.

| | |
|------------------------------|------------------|
| Action Requested: | |
| Public Hearing: | Motion: X |
| Discussion: | Informational: |
| Form of Action: | |
| Resolution: | Ordinance: |
| Contract/Agreement: X | N/A or Other: |
| Votes Needed: | |
| 3 Votes: X | 4 Votes: |
| 5 Votes: | N/A: |

| | |
|---------------------------|---|
| Summary Statement: | <ul style="list-style-type: none"> • Sergeants are represented by Law Enforcement Labor Services No. 263. • The proposed MOU establishes a mandatory check up from the neck, mental health program. This proposed MOU is to help promote the psychological and emotional health of our personnel. |
|---------------------------|---|

| | |
|-------------------------|---|
| Recommendations: | Consider approving Memorandum of Understanding between Law Enforcement Labor Services Local No. 263 and the City of New Brighton to authorize a mandatory check up from the neck up, mental health program. |
|-------------------------|---|

| | |
|------------------------------|-----|
| Applicable Deadlines: | N/A |
|------------------------------|-----|

| | |
|--------------------------|-----|
| Community Impact: | N/A |
|--------------------------|-----|

| | |
|-----------------------------|--|
| Legislative History: | 9/17/2025 - Representatives from management and Union met to discuss and tentatively agree on the proposed MOU |
|-----------------------------|--|

| | | |
|----------------------------|--------------------------|----------------------------------|
| Strategic Priority: | Financial Sustainability | Staff Capabilities |
| | Economic Development | Community Engagement & Belonging |
| | City Assets | N/A |

| | | | | |
|-----------------------|--|--------------------|---------------------|-----|
| Fiscal Impact: | Financial Impact: Is there a financial consideration? | | No | Yes |
| | Financing Sources | Budgeted: X | Budget Modification | |
| | New Revenue | Use of Reserves | Other | |

| | |
|---------------------|-------------------------------------|
| Attachments: | 1. 2026_Mental Health MOU_Sergeants |
|---------------------|-------------------------------------|

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the City of New Brighton and Law Enforcement Labor Services, Inc. Local No. 263 in order to establish a check up from the neck up program.

The parties have agreed to the following language:

CHECK UP FROM THE NECK UP

This program allows employees’ access to a qualified mental health professional specifically contracted by our agency to provide individualized counseling. An annual, confidential session is mandatory for all sworn personnel and must be completed while on-duty or off-duty. A minimum session of one-hour is required each calendar year and staff must use the City’s contracted consultant. For the annual check-up, employees will receive off-duty pay equivalent to two (2) hours at one and one-half (1.5) times their base pay rate. The consultant will also provide training to our department to promote the psychological and emotional health of our personnel. The consultant will also respond, when requested, to defined critical incidents to offer support and services.

This contract language shall be effective January 1, 2026 and shall remain in full force and effect until December 31, 2028.

In witness whereof, the parties hereto have executed this AGREEMENT on this ____ day of _____, 2025.

FOR THE CITY OF NEW BRIGHTON

FOR LELS LOCAL NO. 263

Devin Massopust
City Manager

Matt Farmer
LELS Vice President

Kari Niedfeldt-Thomas
Mayor

Scott Kingslien
LELS President

Rick Mathwig
LELS Business Representative



| | |
|------------------------|--------------------------|
| Agenda Section: | Consent Agenda |
| Report Date: | 11/19/2025 |
| Meeting Date: | November 25, 2025 |

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Memorandum of Understanding between Law Enforcement Labor Services Local No. 263 and the City of New Brighton to establish vacation buy-back as a one time option for employees to cash out accrued vacation hours for 2025.

| | |
|------------------------------|------------------|
| Action Requested: | |
| Public Hearing: | Motion: X |
| Discussion: | Informational: |
| Form of Action: | |
| Resolution: | Ordinance: |
| Contract/Agreement: X | N/A or Other: |
| Votes Needed: | |
| 3 Votes: X | 4 Votes: |
| 5 Votes: | N/A: |

| | |
|---------------------------|---|
| Summary Statement: | <ul style="list-style-type: none"> • Sergeants are represented by Law Enforcement Labor Services Local No. 263 • The proposed MOU establishes a vacation buy-back as a one-time option for employees who are projected to have more than 360 hours of vacation leave as of Dec 31, 2025, to elect and cash out up to 40 hours of accrued vacation leave, paid at the employee's regular base rate on their final paycheck of 2025. This approach enables the department to maintain stable work schedules |
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| | through December while ensuring staff do not lose their accrued benefit. |
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| Recommendations: | Approve Memorandum of Understanding between Law Enforcement Labor Services Local No. 263 and the City of New Brighton for a vacation buy-back as a one time option for employees in 2025. |
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| Applicable Deadlines: | N/A |
|------------------------------|-----|

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| Community Impact: | N/A |
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| Legislative History: | <ul style="list-style-type: none"> • 6/13/2023 - City Council approved the 2024-2025 Master Labor Agreement with Law Enforcement Labor Services Local No. 263 • 11/7/2205 - Management and Union came to a tentative agreement on proposed agreement |
|-----------------------------|--|

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| Strategic Priority: | Financial Sustainability | Staff Capabilities |
| | Economic Development | Community Engagement & Belonging |
| | City Assets | N/A |

| | | | | |
|-----------------------|--|--------------------|---------------------|-----|
| Fiscal Impact: | Financial Impact: Is there a financial consideration? | | No | Yes |
| | Financing Sources: | Budgeted: X | Budget Modification | |
| | New Revenue | Use of Reserves | Other | |

| | | | |
|---------------------|--|----|--------------------------------------|
| Attachments: | <table border="1"> <tr> <td style="width: 10%;">1.</td> <td>2025_Vacation Buy-Back MOU_Sergeants</td> </tr> </table> | 1. | 2025_Vacation Buy-Back MOU_Sergeants |
| 1. | 2025_Vacation Buy-Back MOU_Sergeants | | |

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the City of New Brighton and Law Enforcement Labor Services, Inc. Local No. 263 in order to establish vacation buy-back as a one-time option for employees to cash out accrued vacation hours for 2025.

The parties have agreed to the following language:

VACATION BUY-BACK

Employees who are projected to have more than 360 hours of vacation leave as of December 31, 2025, can elect to cash out up to 40 hours of accrued vacation leave, paid out at the employee’s regular base rate on the final paycheck of 2025. The vacation hours do not count towards the carryover cap and are limited to 40 hours per employee, regardless of the total excess balance. Employees must submit a written election form to payroll by December 19, 2025.

This contract language shall be effective October 2025 and shall remain in full force and effect until December 31, 2025.

In witness whereof, the parties hereto have executed this AGREEMENT on this ____ day of _____, 2025.

FOR THE CITY OF NEW BRIGHTON

FOR LELS LOCAL NO. 263

Devin Massopust
City Manager

Matt Farmer
LELS Vice President

Kari Niedfeldt-Thomas
Mayor

Scott Kingslien
LELS President

Rick Mathwig
LELS Business Representative



| | |
|------------------------|--------------------------|
| Agenda Section: | Consent Agenda |
| Report Date: | 11/19/2025 |
| Meeting Date: | November 25, 2025 |

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of 2026-2028 Master Labor Agreement between Law Enforcement Labor Services Local No. 113 and the City of New Brighton.

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|------------------------------|------------------|
| Action Requested: | |
| Public Hearing: | Motion: X |
| Discussion: | Informational: |
| Form of Action: | |
| Resolution: | Ordinance: |
| Contract/Agreement: X | N/A or Other: |
| Votes Needed: | |
| 3 Votes: X | 4 Votes: |
| 5 Votes: | N/A: |

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| Summary Statement: | <ul style="list-style-type: none"> • Officers and Detectives are represented by LELS Local No. 113. The current Master Labor Agreement ends December 31, 2025. Negotiations were initiated early in 2025 to allow more time to reach an agreement and to fully incorporate requests into the 2026 budget cycle. • Management and labor met four times this fall to discuss the labor agreement, with most conversations focused on wages, work schedule, holiday, paid and sick leave. Both parties are satisfied with the propose agreement. |
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| | <ul style="list-style-type: none"> • A summary of the most significant revisions is below, with a version of the new contract showing tracked changes attached. <ul style="list-style-type: none"> ○ Wages reflect a 5% increase in both 2026, 2027, and a 3% in 2028 (Article 21.1). ○ Employees will receive a one time retention payment in 2026. Employees must have completed the probationary period before becoming eligible to receive the payment in 2026 (Article 21.7) ○ Lateral Officer Hiring continues lateral hiring bonus agreement that was reached in 2024 MOU (Article 21.8) ○ Added Community Engagement Officer as assignment with specialty pay (21.4) ○ Employees will receive a monthly HSA contribution, rather than an annual contribution, which is consistent with non-union staff (Article 17.1). ○ Adjustments to uniform allowance will increase to \$1,000 in 2026, and then based on general wages each year after, paid on the 2nd paycheck calendar year (Article 19.2) ○ Add Juneteenth to raise holiday hours to 104. Holiday buy-back payout will be completed once per year, on the last paycheck of December (Article 24.2). ○ Parental leave granted for parents up to 80 hours (New Article 25) ○ Employees will be able to maintain a balance of 80 hours of comp time, and able to carry over 40 comp hours to next year. Any exceeding the carryover cap will be paid out bi-monthly (Article 13.6) ○ MN Paid Leave - Employee covers 50%, Employers covers 50% of premium (Article 17.7) ○ ESST law incorporated through statutory reference and consistent with agreement reached in 2024 MOU (Article 23.15) • Financial impacts will be incorporated into the 2026, 2027, and 2028 budget request processes. |
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| Recommendations: | Approve 2026-2028 Master Labor Agreement between LELS Local No. 113 and the City of New Brighton. |
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| Applicable Deadlines: | Current Master Labor Agreement ends December 31, 2025. |
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| Community Impact: | Collective bargaining unions allow employees to negotiate wages, benefits, and workplace safety. |
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| Legislative History: | <ul style="list-style-type: none"> 7/8/25, 7/24/25, 8/14/25, 9/3/25 - Representatives from management and Union met to discuss 2026-2028 labor agreement |
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| Strategic Priority: | Financial Sustainability | Staff Capabilities |
| | Economic Development | Community Engagement & Belonging |
| | City Assets | N/A |

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|-----------------------|--|-------------------|---------------------|--|
| Fiscal Impact: | Financial Impact: Is there a financial consideration? | | No | Yes: to be included in 2026, 2027, & 2028 budget cycles |
| | Financing Sources | Budgeted X | Budget Modification | |
| | New Revenue | Use of Reserves | Other | |

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| Attachments: | 1. LELS Patrol Contract - tracked changes 20251002 |
|---------------------|--|



MASTER LABOR AGREEMENT

BETWEEN

CITY OF NEW BRIGHTON

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

LOCAL NO. 113

January 1, 202~~4~~⁶ through December 31,
202~~8~~⁵

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MASTER LABOR AGREEMENT

BETWEEN

CITY OF NEW BRIGHTON

AND

LAW ENFORCEMENT LABOR SERVICES, INC.
LOCAL 113

ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of January 1, 2024⁶, between the CITY OF NEW BRIGHTON, hereinafter called EMPLOYER, and LAW ENFORCEMENT LABOR SERVICES, INC., hereinafter called the UNION.

It is the intent and purpose of this AGREEMENT to:

- 1.1 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT.

ARTICLE 2- RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative, under Minnesota Statutes, Section 179.71, subd. 3, for all police personnel in the following job classifications:

Patrol Officer
Detective

- 2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 - DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc., Local No. 113.
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Inc., Local No. 113.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.

- 3.4 DEPARTMENT: The City of New Brighton Department of Public Safety.
- 3.5 EMPLOYER: The City of New Brighton.
- 3.6 DIRECTOR: The Director of the City of New Brighton Department of Public Safety.
- 3.7 UNION OFFICER: Officer elected or appointed by the Law Enforcement Labor Services, Inc., Local No. 113.
- 3.8 DETECTIVE: An employee specifically assigned or classified by the EMPLOYER to the job classification and/or job position of DETECTIVE.
- 3.9 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the employee's SCHEDULED SHIFT.
- 3.10 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.11 REST BREAKS: Two periods of fifteen minutes each during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.12 LUNCH BREAK: A thirty minute period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.13 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 3.14 GRIEVANCE: A dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.
- 3.15 [LATERAL POLICE OFFICER or LATERAL OFFICER: Any officer with experience beyond entry-level.](#)

ARTICLE 4 - EMPLOYER SECURITY

- 4.1 The UNION agrees that during the life of this AGREEMENT that the UNION will not cause, encourage, participate in or support any strike, slow-down, or other interruption of or interference with the normal functions of the EMPLOYER.

ARTICLE 5 - EMPLOYER AUTHORITY

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to

determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules, and to perform an inherent managerial function not specifically limited by this AGREEMENT.

- 5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

ARTICLE 6- UNION SECURITY

- 6.1 The EMPLOYER shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly UNION dues. Such monies shall be remitted as directed by the UNION.
- 6.2 The UNION may designate employees from the bargaining unit to act as Steward and alternate and shall inform the EMPLOYER in writing of such notice and changes in the position of Steward and/or alternate.
- 6.3 The EMPLOYER shall make space available on the employee bulletin board the posting of UNION notice(s) and announcement(s).
- 6.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this ARTICLE.

ARTICLE 7- EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE

7.1 Union Representatives:

The EMPLOYER will recognize Representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this ARTICLE. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated as provided in ARTICLE 6.2 of this AGREEMENT.

7.2 Processing of a Grievance

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

be detrimental to the work programs of the EMPLOYER.

7.3 Procedure

Grievances, as defined by Section 3.14, shall be resolved in conformance with the following procedure:

Step 1 An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance in writing to the employee's immediate supervisor as designated by the EMPLOYER. The Supervisor will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

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

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

Step 4 A grievance unresolved in Step 3 and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board. For grievance matters involving written disciplinary action, discharge, or termination, the assignment of an arbitrator shall be consistent with Minnesota Statute 626.892.

7.4 Waiver

If the Employer fails to respond to a grievance within the specified time limits, the grievance shall be considered denied at that step. If the Union fails to appeal a grievance to the next step within the specified time limit, it shall be considered waived. The time limit in each step may be extended by mutual written agreement of the UNION and EMPLOYER in each step.

7.5 Choice of Remedy

If, as a result of the written EMPLOYER response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed to either Step 4 of ARTICLE 7 or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 in ARTICLE 7, the grievance is not subject to the arbitration procedure as provided in Step 4 of ARTICLE 7. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 4 of Article 7 or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of ARTICLE 7.

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

7.6 Arbitrator's Authority

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

ARTICLE 8- SAVINGS CLAUSE

8.1 This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the City of New Brighton. In the event any provision of this AGREEMENT shall be held to be

contrary to a law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 9 - SENIORITY

- 9.1 Seniority shall be determined by the employee's length of service in the bargaining unit and posted in an appropriate location. Seniority rosters will be maintained by the Director of Public Safety (or designee) on the basis of time in grade and time within specific classifications.
- 9.2 During the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the EMPLOYER. During the probationary period a promoted or reassigned employee may be replaced in their previous position at the sole discretion of the EMPLOYER.
- 9.3 A reduction in the work force will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within twelve (12) months of the time of the employee's layoff before any new employee is hired.
- 9.4 Senior employees will be given preference with regard to transfer, job classification assignments and promotions when the job-relevant qualifications of employees are equal.
- 9.5 Senior qualified employees shall be given shift assignment preference after twelve (12) months of continuous full-time employment.
- 9.6 One continuous vacation period shall be selected on the basis of seniority until April 15 of each calendar year.
- 9.7 At least once per year, and after any permanent change in work schedule, employees will bid their work shift, including hours of work and days of work, by seniority.

ARTICLE 10 - DISCIPLINE

- 10.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms. [Coaching and Counseling are considered private data-as of 2026 and will be managed according to the General Record Retention Schedule for Minnesota Cities.](#)
 - a) oral reprimand
 - b) written reprimand
 - c) unpaid suspension
 - d) demotion, or
 - e) discharge.
- 10.2 Suspensions, demotions and discharge will be in written form.

- 10.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of any employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the UNION will receive a copy of such reprimand and/or notice.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 10.5 Discharges will be preceded by a five (5) day suspension without pay.
- 10.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such questioning.
- 10.7 Grievances relating to this ARTICLE shall be initiated by the UNION in Step 3 of the grievance procedure under ARTICLE 7.

ARTICLE 11- CONSTITUTIONAL PROTECTION

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE 12 -WORK SCHEDULES

- 12.1 It is acknowledged that law enforcement scheduled work hours do not tie in neatly with the traditional, two thousand and eighty (2080) hour work year. Further, variances in the work schedule do not tie neatly with the payroll cycle and would result in changes in the amounts of pay each paycheck. To accommodate these differences each paycheck will be for a uniform amount. Since timing of the payroll cycle will fluctuate somewhat each year, actual compensation paid will vary. Consequently, time paid may total 2072, 2080, 2088 or 2096 hours in any particular year. For payroll purposes only, hourly pay shall be defined as (Monthly Salary x 12 months)/2080 hours.

The EMPLOYEE will be required to account for the amount paid through:

- a) hours worked on an assigned shift,
- b) holidays,
- c) assigned training,
- d) authorized leave time.

At year end, a review and adjustment will occur to reconcile an EMPLOYEE's actual total scheduled work hours to the actual total paid. EMPLOYEES who work more than the actual total paid will receive overtime pay for any additional time worked. EMPLOYEES who work less than the actual total paid will have to use accumulated vacation or comp-time on a straight time basis to reconcile the difference.

- 12.2 Holidays and authorized leave time are to be calculated on the basis of the actual length of time of the assigned shifts. Upon separation, an EMPLOYEE's final paycheck will reflect reconciliation of holiday hours based on the number of holiday hours listed in Article 24 that have passed in the calendar year.
- 12.3 Nothing contained in this or any other ARTICLE shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign EMPLOYEES.

ARTICLE 13 - OVERTIME

- 13.1 Employees will be compensated at one and one-half (1-1/2) times the employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift. Changes of shifts do not qualify any employee for overtime under this ARTICLE.
- 13.2 Overtime refused by employees will for record purposes under ARTICLE 13, subd. 13.2 be considered as unpaid overtime worked. Overtime will be distributed as equally as practicable.
- 13.3 For the purpose of computing overtime compensation overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 13.4 Overtime will be calculated to the nearest fifteen (15) minutes.
- 13.5 Employees have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.
- 13.6 Employees working overtime will have the option at the time of filling out the overtime card of receiving time off at the rate of one and one-half (1-1/2) times for each hour worked subject to the approval/disapproval of the Director of Public Safety. This time off, when requested, shall be subject to the approval/disapproval of the Director of Public Safety or his/her designee, and is limited to a maximum accrual of ~~forty (40)~~ eighty (80) hours. Any comp time balance exceeding 80 hours will be paid out bi-monthly.

At the end of the fiscal year, a maximum accrual of 40 compensatory hours shall be carried over to the following fiscal year. Compensatory hours exceeding the carryover cap shall be paid out on the last paycheck in December.

ARTICLE 14 - COURT TIME

- 14.1 An employee who is required to appear in Court during the employee's scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) times the employee's base pay rate. An employee who is scheduled for Court during off-duty time, but subsequently canceled, shall be entitled to the three (3) hours pay at one and one-half (1-1/2) times the employee's base rate, unless the employee was notified of the cancellation prior to the day of the scheduled Court. An employee who worked the late night shift (approximately 11:00 p.m. to 7:00 a.m.) who is required to appear in court following such shift shall receive a

minimum of three (3) hours pay at one and one-half (1-1/2) times the employee's base rate. An extension or early report to a regularly scheduled shift for Court does not qualify the employee for the three (3) hour minimum.

ARTICLE 15 - CALL BACK TIME

- 15.1 An employee who is called to duty during the employee's scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

ARTICLE 16- WORKING OUT OF CLASSIFICATION

- 16.1 Employees assigned by the EMPLOYER to assume the full responsibilities and authority of a higher job classification shall receive the salary schedule of the higher classification for the duration of the assignment.

ARTICLE 17 - INSURANCE*

- 17.1 Effective 1/01/20~~23~~²⁶, The EMPLOYER will contribute \$~~966~~^{1,087}/month for EMPLOYEES requesting single health insurance, \$~~1,477~~⁶⁶¹/month for EMPLOYEES requesting single +1 coverage, and \$~~1,670~~⁸⁷⁸/month for EMPLOYEES requesting and qualifying for dependent (family) coverage for the policy period January 1, 202~~6~~³ to December 31, 202~~6~~³.

EMPLOYEES that participate in the City of New Brighton Health Savings Account Program (HDHP-HSA Health Insurance Plan or Equivalent) will receive an (Per IRS regulations) annual deductible contribution from the City. The EMPLOYER will deposit the deductible into the EMPLOYEE'S Health Savings Account ~~during the first payroll period of the New Year in equal installments each month with deposits made during the first payroll of each month.~~ All EMPLOYEE'S will receive a maximum ~~deductible-HSA~~ contribution of \$1,500.00 per year for single coverage, \$1,650 for single coverage on the \$~~7,58,500~~ ^{high} deductible plan, \$2,300.00 per year for single+ 1 coverage, \$3,300 for single + 1 coverage on the \$~~175,000~~ plan, \$2,300.00 per year for family coverage and \$3,800 for family coverage on the \$~~175,000~~ plan from the City and based upon the EMPLOYEES continued enrollment in the City's HDHP-Health Savings Account Insurance Plan. The EMPLOYER will fund the start-up fee and all monthly fees associated with the Health Savings Account (HSA) for those EMPLOYEES participating in the Health Savings Account (HSA).

For those employees that elect coverage under the highest deductible plan (\$~~87,500~~/^{\$175,000}), the City will contribute the monthly cost of an accident coverage plan.

**202~~7~~⁴ and 202~~8~~⁵ health insurance contributions are subject to a re-opener to be scheduled in Fall 202~~6~~³ and Fall 202~~7~~⁴.*

- 17.2 Effective 1/01/01, The EMPLOYER initiated a cafeteria benefits program to provide more

options to EMPLOYEES relating to overall benefit selection. The City's Health Insurance Program is included within the EMPLOYER'S cafeteria benefits program.

In the future, as the cafeteria benefits program proceeds, the EMPLOYER intends to include the opportunity for EMPLOYEES to participate in a health insurance plan option that provides for a zero co-pay, 100% hospitalization insurance program.

Effective 1/1/2013, the EMPLOYER will no longer be offering a zero co-pay, 100% hospitalization insurance plan to its EMPLOYEES.

- 17.3 Effective, upon contract ratification, employees would have ability to opt out of health insurance, provided proof of insurance coverage is provided from the other insurance carrier. The City will pay \$350/month to employees opting out, which would be eligible to be used within the cafeteria benefits program.
- 17.4 Long Term Disability Option. The EMPLOYER will pay 75% of the premium of an 90 day qualifying period of a city sponsored long term disability plan if the EMPLOYEE notifies the EMPLOYER of their desire to participate in the plan.
- 17.75 Optional benefits. EMPLOYEES may utilize any EMPLOYER resources available after health insurance premiums are satisfied per Section 17.1 for the purpose of selecting additional benefits, from the City's cafeteria benefits program. Employees shall receive remaining resources in the form of cash, which can then be directed to desired benefits provided.
- 17.86 The City shall provide a \$25,000 term life insurance policy to EMPLOYEES during their employment with the City.

17.7 Minnesota Paid Family and Medical Leave - As of January 1, 2026, a program known as the Family and Medical benefit Insurance Program will be available to employees as defined under Minn. Stat. Chapter 268B and the parties have agreed to adhere to the requirements. As provided in Minn. Stat. 26B.14 Subd. 3, the EMPLOYER shall pay 50% of the premium and each employee shall pay 50% of the total premium through a deduction in their wages. In accordance with Minn. Stat. 268B.14 Subd.1, payment is calculated on the taxable wages the employer pays to employees in covered employment.

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

ARTICLE 18- STANDBY PAY

- 18.1 Employees required by the EMPLOYER to standby shall be paid for such standby time at the rate of one hours' pay for each hour of standby

ARTICLE 19-UNIFORMS

19.1 The EMPLOYER shall provide required uniform and equipment as follows:

| ITEM | INITIAL ISSUE | CLOTHING ALLOWANCE | RETURNED AT TERMINATION |
|------------------------------|---------------|--------------------|-------------------------|
| Hats: | | | |
| Garrison | X | X | X |
| Fur | X | X | X |
| Rain Cover | X | X | X |
| Shirts: | | | |
| Long Sleeve | 6 | 3 | X |
| Short Sleeve | 6 | 3 | X |
| Pants: | | | |
| All-Season | 3 | X | X |
| or | | | |
| Winter Weight | 2 | X | X |
| and | | | |
| Summer Weight | 2 | X | X |
| Footwear and Handwear: | | | |
| Shoes | X | X | |
| Boots | | X | |
| Overshoes | | X | |
| Gloves | | X | |
| Mittens | | X | |
| Coats, etc.: | | | |
| Winter (leather Optional) | X | X | X |
| Lightweight | X | X | X |
| Rain | X | X | X |
| Insulated Vest | | X | X |
| Soft Body Armor & 2 carriers | X | | X |
| Safety vest | X | X | X |
| Leather (Velcro optional): | | | |
| Garrison Belt | | X | |
| Gun Belt | X | X | X |
| Holster | X | | X |

| | | | |
|--|---|-------|---|
| Leather (Velcro optional): | | | |
| Handcuff Case/Strap | X | X | X |
| Ammo Carrier | X | X | X |
| Flashlight Holder | X | X | X |
| Baton/PR-24 Holder | X | X | X |
| Belt Keepers | X | X | X |
| Knife Holder | | X | |
| Chemical Weapon Holder | | X | X |
| Key Holder | | X | X |
| Miscellaneous Equipment: | | | |
| Handgun | X | | X |
| Handcuffs/Key | X | | X |
| Nightstick | X | X | X |
| PR-24 or ASP (if certified) | X | X | X |
| Badge | X | | X |
| Cap Device | X | | X |
| Name Tag | X | X | |
| Misc. Insignia | X | X | X |
| ID Card | X | | X |
| Whistle | X | X | |
| Chemical Weapon | | X | X |
| Tag Book Holder | | X | X |
| Tie Bar | | X | |
| Revolver Grips | | 1 set | |
| Briefcase | | X | X |
| Clipboard | | X | X |
| Miscellaneous Clothing: | | | |
| Necktie | X | X | |
| Dickie | X | X | |
| Soft Body Armor Carriers (beyond City provided issue) | X | X | X |
| Sunglasses | | X | |
| Gun Safe-(Maximum City Reimbursement of \$250.00) | | X | |

19.2 Employees shall be allowed up to \$8661,000- each-in 2026, and adjusted relative to general wage increases each year thereafter, year for uniform allowance. Members assigned as SWAT Operators will receive an additional \$150.00 clothing allowance each year. The uniform allowance is paid on the second paycheck of each calendar year. For new employees, the allowance will be prorated quarterly and paid based on where their hire date falls in the remaining quarters of the year.

- 19.3 The EMPLOYER will pay the cost of soft body armor and two carriers for each employee.
- 19.4 Personnel assigned to the Criminal Investigation Section may receive up to the same yearly amounts as stated above for the purchase of civilian work-related clothing.
- 19.5 All purchases must conform to the department standards and be approved in advance by the Director of Public Safety who reserves the right to establish criteria for color, style, etc. This does not prohibit the employee from purchasing Velcro equipment for the items.

ARTICLE 20 - INJURY ON DUTY

20.1 Employees injured during the performance of their duties for the EMPLOYER and thereby rendered unable to work for the EMPLOYER will be paid the difference between the employee’s regular pay and Worker’s Compensation insurance payments for a period not to exceed ninety (90) working days per injury, based on seven hundred twenty (720) hours per injury and a work year of 2080 hours. The injury on duty will not be charged to the employee’s vacation, sick leave or other accumulated paid benefits. Employees drawing Workers’ Compensation benefits will not receive supplementary IOD pay or sick leave pay which provides for more after tax take-home pay than the employee made while working.

ARTICLE 21 – WAGE RATES

21.1 The following monthly wage rates shall be effective January 1, 202~~6~~⁴ through December 31, 202~~8~~⁵ (includes a 3% COLA each year): reflecting a 5% increase in 2026, 5% in 2027, and 3% in 2028.

| | Step 1 (Start) | Step 2 (1 year) | Step 3 (2 years) | Step 4 (3 years) | Step 5 (4 years) | Step 6 (5 years) | Step 7 (6 years) |
|---|---------------------------|----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| <i><u>Effective January 1, 2024</u></i> | \$6,210 | \$6,620 | \$7,057 | \$7,522 | \$8,019 | \$8,548 | \$9,112 |
| <i><u>Effective January 1, 2026</u></i> | \$6,716 | \$7,159 | \$7,631 | \$8,135 | \$8,672 | \$9,245 | \$9,855 |
| <i><u>Effective January 1, 2025</u></i> | \$6,396 | \$6,818 | \$7,268 | \$7,748 | \$8,259 | \$8,805 | \$9,386 |
| <i><u>Effective January 1, 2027</u></i> | \$7,052 | \$7,517 | \$8,013 | \$8,542 | \$9,106 | \$9,707 | \$10,348 |
| <i><u>Effective January 1, 2028</u></i> | \$7,264 | \$7,743 | \$8,253 | \$8,798 | \$9,379 | \$9,998 | \$10,658 |

21.2 Post-Retirement Wage contribution. Effective 01/01/21, in compliance with recent IRS rule changes pertaining to retirement health savings (RHS) plans, the police officers union is hereby deemed a group that will have 2% of the UNION MEMBERS compensation placed into a RHS plan. Contributions are an expense to the employee. An employee leaving the City in good standing and qualifying for sick leave severance shall have the severance pay deposited into the employee’s RHS account.

21.3 Employees classified or assigned by the EMPLOYER to the following job classification or position will receive ~~–three hundred sixty one–six~~ dollars (\$366~~1~~) per month for the duration of this

~~agreement, in 2024, three hundred sixty six (\$366) per month in 2025~~ - **Detective and VCET Officer**

- 21.4 Employees serving in the following departmental assignments will receive two hundred thirty ~~five~~ (\$235~~2~~) per month ~~for the duration of this agreement in 2024, two hundred thirty five (\$235) per month in 2025, excluding the months of June, July, and August of each year~~: **School Resource Officer (excluding the months of June, July, and August of each year) and Community Engagement Officer.**
- 21.5 O.I.C. - Any employee who works out of their classification in the duties of Officer-in-Charge for less than four (4) hours shall receive one (1) hour of regular pay per shift. Employees who work at least four (4) hours as an Officer-in-Charge shall receive two (2) hours of regular pay per shift.
- 21.6 F.T.O. - Any employee who is assigned Field-Training-Officer duty shall receive three (3) hours compensatory time, or regular pay per shift worked as an F.T.O.
- ~~21.7~~ Retention Payment – ~~The EMPLOYER shall pay a cash retention payment to each EMPLOYEE in 2026, for the up to an annual amount total of \$2,500. An employee must have successfully completed the probationary year of employment prior to eligibility to receive the payment; after that point, employee's and then shall be eligible for the appropriate the full amount retentional payment. the~~ For all employee's t The retention payment shall be paid in bi-weekly installments to an eligible employee on the employer's regular bi-weekly pay dates. An employee, u Upon separation from employment, an employee shall not be eligible for the remaining balance of the annual retention payment.
- 21.8 Lateral Officer Hiring – This section memorializes a Memorandum of Understanding in place since February 2024 by allowing the City to remain competitive with other jurisdictions by incentivizing lateral police officer applicants.

Hiring Bonus: The City shall offer a hiring bonus of \$5,000.00 to qualified lateral officers that are hired into the position of Police Officer for the City. This bonus will be paid in two installments: a) the first \$2,500.00 will be paid on the first paycheck following the officer's hire, b) a second \$2,500.00 will be paid the first paycheck following successful completion of the new hire's probationary period.

Seniority: The seniority of an incoming lateral officer shall not supersede that of current staff.

Benefits: Any offer that includes advancement of vacation or sick leave benefits shall not allow an incoming lateral officer to exceed maximum accruals for the year.

Budget Continuity: The City retains full authority to determine an annual budget for the lateral officer hiring bonus program. The number of lateral new hires in each year of implementation to receive the hiring bonus will be determined and based on the limitations of the budget established for the program and at the sole discretion of the City Manager. All lateral hires will be offered the hiring bonus until that year's hiring bonus budget is depleted. When the hiring bonus budget for any particular year is depleted, the City will provide written notice to the

LELS 113. However, the City reserves the right to hire lateral police officers without offering them the hiring bonus if the City’s hiring bonus budget for that year is already depleted. Neither the LELS 113 nor an officer hired without a lateral hiring bonus may grieve the lack of bonus given to any lateral hire as a result of budget restraints.

Program Suspension: The City retains full authority to cease offering hiring bonuses at any time for any reason and without obligation to bargain the decision to end the program. In the event that the hiring bonus program is discontinued, the City’s bargaining obligations shall be satisfied by providing notice and an opportunity to bargain impacts. Any money still owed to any officer under an agreement established prior to the cessation of the lateral officer hiring bonus program shall be paid according to the terms outlined under the agreement with that officer.

Returning Employees: Employees who separate from City service and return to City employment shall not be eligible for the lateral officer hiring bonus.

ARTICLE 22- VACATIONS

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

VACATION ACCRUAL

| <u>Years of Employment</u> | <u>Hours of Vacation Per Year of Full Time Service</u> | <u>Maximum Accrual Allowed</u> |
|----------------------------|--|--------------------------------|
| 1-5 | 80 | 160 |
| 6-9 | 120 | 240 |
| 10-11 | 128 | 256 |
| 12 | 136 | 272 |
| 13 | 144 | 288 |
| 14 | 152 | 304 |
| 15 | 160 | 320 |
| 20 | 180 | 360 |
| 21 | 188 | 376 |
| 22 | 192 | 384 |
| 23 | 196 | 392 |
| 25+ | 200 | 400 |

22.2 Vacation shall not be accrued to exceed twice an employee’s annual rate.

22.3 EMPLOYEES are not allowed to carry-over more than 360 hours of vacation time from one calendar year to the next. The 360 hour maximum carry over limit will be enforced on December 31st of

each year. EMPLOYEES that are over the 360 maximum carry over limit will lose those additional vacation hours at the end of the calendar year (December 31), unless special exception is granted by the City Manager.

- 22.4 No vacation shall be permitted during an employee's first six (6) months of service to the EMPLOYER.
- 22.5 One vacation period of up to fifteen (15) consecutive working days can be selected on a seniority basis until April 15. Two employees may not be allowed vacation at the same time unless approved by the Director of Public Safety.
- 22.6 An employee leaving the municipality's service in good standing and after giving proper notice of termination, shall be compensated for up to 260 hours of accrued vacation leave.
- 22.7 If an otherwise qualified EMPLOYEE dies while employed by the City, the vacation compensation provided within this Section will be paid to the EMPLOYEES estate.

ARTICLE 23 - SICK LEAVE

- 23.1 Rate of Accrual. Sick leave with pay shall be accrued by permanent full-time employees ~~at up to a maximum of 96 hours per year, the rate of eight (8) hours for each calendar month of full-time service or major fraction thereof.~~ at up to a maximum of 96 hours per year.
- 23.2 Use Restricted. Paid sick leave shall be granted only to those employees who have accrued sick leave time.
- 23.3 Purpose. Sick leave shall not be considered a privilege which an employee may use at his or her discretion, but shall be allowed in case of necessity and actual illness, legal quarantine, or disability of the employee or to receive dental or medical care or other sickness preventative measures approved by the City Manager.
- 23.4 Use for Funerals, Illness in Family. Employees may use up to twenty-four hours (24) of paid funeral leave to attend the funeral of a ~~family member, member of the employee's immediate family~~ (see definition of ~~immediate~~ family members in Section 3.17 of the City's Employee Handbook). ~~Sixteen (16) hours of sick leave may also be used for attending the funeral of an employee's immediate family member.~~
~~Up to three days of sick leave may also be used for the purpose of attending to the needs of a critically ill member of the employee's immediate family. Critically ill is defined where a physician has indicated that there is the imminent probability of death or that the employee is ordered to observe and monitor the condition of the health of the employee's kin. The period of sick leave usage may be extended in 30 calendar day increments, up to 90 calendar days, if pre-approved by the City Manager~~

Per Minn. Stat. 181.9447, sick leave may be used to make arrangements for or attend funeral services or a memorial, or address financial or legal matters that arise after the death of a family member and to care for a family member. Family member for this purpose is defined by Minnesota's Earned Sick and Safe Time law, and referenced in the Section 3.17 of the City of New Brighton Employee Handbook.

- 23.5 Notice. In order to be eligible for sick leave with pay an employee must notify the employee's supervisor or department head prior to the beginning of the employee's work shift, except when such illness makes such notification by employee not possible, based on reasonableness; and shall keep the department head informed of the employee's condition if the absence is more than three days duration.
- 23.6 Substantiation. Proof to support sick leave shall be required as follows:
- A. Reasonable documentation as provided in Minn Stat. 181.9447~~An attending doctor's statement~~ _____ may be required for any sick leave taken after three (3) consecutive days,-
 - B. An employee claiming sick leave may be required to file competent written evidence that the employee has been absent as authorized. Sick leave taken immediately preceding termination of employment or retirement of an employee shall always be substantiated by a written medical report.
 - C. An employee, who has been unable to work for a period of time because of illness or accident, may be required, before being permitted to return to work, to provide medical evidence that the employee is again able to perform all essential duties of the job in a competent manner and without hazard to the employee or others.
 - D. The City Manager may require a or medical examination, or both, as deemed necessary before or during an approved utilization of sick leave. Any or required medical examination shall be paid by the City.
- 23.7 When Denied. No sick leave shall be allowed for illness, injury or physical inability resulting from misconduct on the job except as provided in Section 21-67 of City Code. No additional time off will be allowed for any holidays occurring during an employee's sick leave. No sick leave benefits of any kind shall be granted after termination of employment.
- 23.8 Effect on Accumulation. Employees using sick leave shall be considered to be working for the purpose of accumulating additional vacation leave or sick leave. Only days which the employee would normally have worked shall be charged against the employee's sick leave account.
- 23.9 Maximum Accrual. Sick leave may be accumulated to a maximum of one thousand forty (1040) hours.
- 23.10 Terminal Leave. Effective 1/1/04, Terminal sick leave payments in the amount of forty-five (45)

percent of accrued sick leave, (excluding bank sick leave), to a maximum of four hundred thirty-two (432) hours shall be granted to employees terminating in good standing and have completed ten (10) years of service with the City, after giving fourteen (14) days written notice of such termination.

- 23.11 Effective January 1, 2010, if an employee leaves the organization in good standing with twenty (20) or more years of service with the City and has accrued sick leave hours in his/her account, the employee is eligible to receive the following contribution by the City into the Employee's post-retirement health savings account plan, subject to the provisions of such plan.
- 75% (1040 hours to 961 hours)
 - 70% (960 hours to 921 hours)
 - 65% (920 hours to 881 hours)
 - 60% (880 hours to 801 hours)
 - 55% (800 hours to 761 hours)
 - 50% (760 hours to 0 hours)
- 23.12 Post-retirement Insurance Plan: Effective 1/1/08, employees departing the City in good standing with at least ten (10) years of service will contribute their eligible terminal pay into a City Selected post retirement health savings plan. This would be in lieu of receiving a cash payment provided under the terminal pay section identified in Sections 24.10.and 24.11.
- 23.13 If an otherwise qualified EMPLOYEE dies while employed by the City, the terminal payments provided within this Section will be paid to the EMPLOYEE'S estate.
- 23.14 Abuse. Claiming sick leave when physically fit, except as permitted in this division may be cause for disciplinary action, including transfer, suspension, demotion, or dismissal.
- 23.15 Earned Sick and Safe Time Law – The parties reached an agreement in November 2024 to adhere to requirements of the Earned Sick and Safe Time requirement, Minn. Stat. 181.9445-181.9448.

ARTICLE 24 - HOLIDAYS

- 24.1 Employees shall be entitled to ninety six (~~96~~104) hours of holiday pay per year. These holidays shall be provided by being built into the work schedule as part of the hours requirement of the year, except that such holidays shall not be built into the work schedule for employees working a Monday through Friday schedule.
- 24.2 Employees shall be paid at time and one-half (1-1/2) rate for all hours worked on the following ~~eleven~~ ~~thirteenth~~ (~~13~~14) holidays:
- Easter Sunday, New Year's Day, Martin Luther King, Presidents Day, Memorial Day, ~~Juneteenth~~, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day. Overtime hours worked on the above ~~eleven-thirteenth~~ (~~13~~14) holidays will be paid at a double time and one-half (2-1/2) rate.

~~*Juneteenth added as a holiday, with increase in holiday hours accordingly, if employer or State of Minnesota offers the benefit to other New Brighton employees.*~~

ARTICLE 25 – PAID PARENTAL LEAVE

25.1 The City of New Brighton will provide eligible employees for up to eighty (80) hours of paid parental leave in accordance with the “Employer’s Paid Pregnancy and Parenting Leave, Paid Parental Leave policy and Pregnancy Accommodations (Policies 16.16, and 16.17 revised 6/24/2014).

ARTICLE 265 - P.O.S.T. LICENSE

The Employer will pay the cost of POST license fees for all employees requiring such licensure.

ARTICLE 267 - WAIVER

- 25.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.
- 25.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law for bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT, except where so stipulated, or with respect to any term or condition of employment not specifically referred to or covered in this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE 287- DURATION

This agreement shall be effective as of the first (1st) day of January 20264 and shall remain in full force and effect until the thirty-first (31st) day of December 202785.

In witness whereof, the parties hereto have executed this AGREEMENT on this _____ day of _____, 20253.

FOR THE CITY OF NEW BRIGHTON

FOR LELS LOCAL NO. 113

Kari Niedfeldt-Thomas
Mayor

Doug Henning
LELS Business Agent

Devin Massopust
City Manager

~~Ian Craig Joseph Super~~
LELS Union Steward

~~Joe Pyka Donald Kostohryz~~
LELS Union Steward

Austin Sonterre
LELS Union Steward



| | |
|------------------------|--------------------------|
| Agenda Section: | Consent Agenda |
| Report Date: | 11/19/2025 |
| Meeting Date: | November 25, 2025 |

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Memorandum of Understanding between Law Enforcement Labor Services Local No. 113 and the City of New Brighton to establish a check up from the neck-up program.

| | |
|------------------------------|------------------|
| Action Requested: | |
| Public Hearing: | Motion: X |
| Discussion: | Informational: |
| Form of Action: | |
| Resolution: | Ordinance: |
| Contract/Agreement: X | N/A or Other: |
| Votes Needed: | |
| 3 Votes: X | 4 Votes: |
| 5 Votes: | N/A: |

| | |
|---------------------------|--|
| Summary Statement: | <ul style="list-style-type: none"> • Police Officers and Detectives are represented by Law Enforcement Labor Services No. 113. • The proposed MOU establishes a mandatory check up from the neck up mental health program. This proposed MOU is to help promote the psychological and emotional health of our personnel. |
|---------------------------|--|

| | |
|-------------------------|---|
| Recommendations: | Consider approving Memorandum of Understanding between the Enforcement Labor Services Local No. 113 and the City of New Brighton to authorize a mandatory check up from the neck up, mental health program. |
|-------------------------|---|

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|------------------------------|-----|
| Applicable Deadlines: | N/A |
|------------------------------|-----|

| | |
|--------------------------|-----|
| Community Impact: | N/A |
|--------------------------|-----|

| | |
|-----------------------------|--|
| Legislative History: | 9/3/2025 - Representatives from management and Union met to discuss and tentatively agree on the proposed MOU. |
|-----------------------------|--|

| | | |
|----------------------------|--------------------------|----------------------------------|
| Strategic Priority: | Financial Sustainability | Staff Capabilities |
| | Economic Development | Community Engagement & Belonging |
| | City Assets | N/A |

| | | | | |
|-----------------------|--|--------------------|---------------------|-----|
| Fiscal Impact: | Financial Impact: Is there a financial consideration? | | No | Yes |
| | Financing Sources | Budgeted: X | Budget Modification | |
| | New Revenue | Use of Reserves | Other | |

| | |
|---------------------|------------------------------------|
| Attachments: | 1. 2026_Mental Health MOU_Officers |
|---------------------|------------------------------------|

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the City of New Brighton and Law Enforcement Labor Services, Inc. Local No. 113 in order to establish a check up from the neck up program.

The parties have agreed to the following language:

CHECK UP FROM THE NECK UP

This program allows employees’ access to a qualified mental health professional specifically contracted by our agency to provide individualized counseling. An annual, confidential session is mandatory for all sworn personnel and must be completed while on-duty or off-duty. This session may be conducted in-person or virtually. A minimum session of one-hour is required each calendar year and staff must use the City’s contracted consultant. For the annual check-up, employees will receive off-duty pay equivalent to two (2) hours at one and one-half (1.5) times their base pay rate. The consultant will also provide training to our department to promote the psychological and emotional health of our personnel. The consultant will also respond, when requested, to defined critical incidents to offer support and services.

This contract language shall be effective January 1, 2026 and shall remain in full force and effect until December 31, 2028.

In witness whereof, the parties hereto have executed this AGREEMENT on this ____ day of _____, 2025.

FOR THE CITY OF NEW BRIGHTON

FOR LELS LOCAL NO. 113

Devin Massopust
City Manager

Joseph Super
LELS Union Steward

Kari Niedfeldt-Thomas
Mayor

Donald Kostohryz
LELS Union Steward

Austin Sonterre
LELS Union Steward

Doug Henning
LELS Business Representative



| | |
|------------------------|--------------------------|
| Agenda Section: | Consent Agenda |
| Report Date: | 11/19/2025 |
| Meeting Date: | November 25, 2025 |

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Memorandum of Understanding between Law Enforcement Labor Services Local No. 113 and the City of New Brighton to establish vacation buy-back as a one-time option for employees to cash out accrued vacations hours for 2025.

| | |
|------------------------------|------------------|
| Action Requested: | |
| Public Hearing: | Motion: X |
| Discussion: | Informational: |
| Form of Action: | |
| Resolution: | Ordinance: |
| Contract/Agreement: X | N/A or Other: |
| Votes Needed: | |
| 3 Votes: X | 4 Votes: |
| 5 Votes: | N/A: |

| | |
|---------------------------|--|
| Summary Statement: | <ul style="list-style-type: none"> • Police Officers and Detectives are represented by Law Enforcement Labor Services Local No. 113 • The proposed MOU establishes a vacation buy-back as a one-time option for employees who are projected to have more than 360 hours of vacation leave as of Dec 31, 2025, to elect and cash out up to 40 hours of accrued vacation leave, paid at the employee's regular base rate on their final paycheck of 2025. This approach enables the department to maintain stable work schedules |
|---------------------------|--|

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|--|--|
| | through December while ensuring staff do not lose their accrued benefit. |
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| Recommendations: | Approve Memorandum of Understanding between Law Enforcement Labor Services Local No. 113 and the City of New Brighton for a vacation buy-back as a one time option for employees in 2025. |
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|------------------------------|-----|
| Applicable Deadlines: | N/A |
|------------------------------|-----|

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| Community Impact: | N/A |
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| Legislative History: | <ul style="list-style-type: none"> • 6/3/2023 - City Council approved the 2024-2025 Master Labor Agreement with Law Enforcement Labor Services Local No. 113 • 11/3/2025 - Management and Union came to a tentative agreement on proposed agreement |
|-----------------------------|---|

| | | |
|----------------------------|--------------------------|----------------------------------|
| Strategic Priority: | Financial Sustainability | Staff Capabilities |
| | Economic Development | Community Engagement & Belonging |
| | City Assets | N/A |

| | | | | |
|-----------------------|--|--------------------|---------------------|-----|
| Fiscal Impact: | Financial Impact: Is there a financial consideration? | | No | Yes |
| | Financing Sources: | Budgeted: X | Budget Modification | |
| | New Revenue | Use of Reserves | Other | |

| | |
|---------------------|--|
| Attachments: | 1. 2025_Vacation Buy-Back MOU_Officers |
|---------------------|--|

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the City of New Brighton and Law Enforcement Labor Services, Inc. Local No. 113 in order to establish vacation buy-back as a one-time option for employees to cash out accrued vacation hours for 2025.

The parties have agreed to the following language:

VACATION BUY-BACK

Employees who are projected to have more than 360 hours of vacation leave as of December 31, 2025, can elect to cash out up to 40 hours of accrued vacation leave, paid out at the employee’s regular base rate on the final paycheck of 2025. The vacation hours do not count towards the carryover cap and are limited to 40 hours per employee, regardless of the total excess balance. Employees must submit a written election form to payroll by December 19, 2025.

This contract language shall be effective October 2025 and shall remain in full force and effect until December 31, 2025.

In witness whereof, the parties hereto have executed this AGREEMENT on this ____ day of _____, 2025.

FOR THE CITY OF NEW BRIGHTON

FOR LELS LOCAL NO. 113

Devin Massopust
City Manager

Joseph Super
LELS Union Steward

Kari Niedfeldt-Thomas
Mayor

Donald Kostohryz
LELS Union Steward

Austin Sonterre
LELS Union Steward

Doug Henning
LELS Business Representative



| | |
|------------------------|--------------------------|
| Agenda Section: | Public Hearings |
| Report Date: | 10/21/2025 |
| Meeting Date: | November 25, 2025 |

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Public Hearing for Small Restaurant, On-Sale Intoxicating Liquor License for Lisbeth Restaurant including Sunday Sales and Exterior Public Area.

| | |
|--------------------------|----------------|
| Action Requested: | |
| Public Hearing: X | Motion: |
| Discussion: | Informational: |
| Form of Action: | |
| Resolution: X | Ordinance: |
| Contract/Agreement: | N/A |
| Votes Needed: | |
| 3 Votes: X | 4 Votes: |
| 5 Votes: | N/A: |

| | |
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| Summary Statement: | <p>Segundo Pedro Chaguan has applied for an On-Sale Intoxicating Liquor License for his restaurant, Lisbeth Restaurant at 788 Cleveland Ave SW, New Brighton, MN 55112. He is applying also for the add-on licenses of Sunday Sales and Exterior Public Area (patio service).</p> <p>Staff has:</p> <ul style="list-style-type: none"> • Reviewed the application for completeness under Sec. 4-180. • Verified applicant eligibility under Secs. 4-178 (ineligible persons) and 4-179 (ineligible places). |
|---------------------------|--|

| | |
|--|--|
| | <ul style="list-style-type: none"> • Confirmed the premises meet building code and other local requirements under Sec. 4-181. • Confirmed fee payment under Sec. 4-182. • Completed the investigation required by Sec. 4-183. • Published and posted the notice of public hearing in accordance with Sec. 4-186. • Completed a full criminal background investigation of the application, Segundo Chaguan, which disclosed no issues or concerns that would inhibit the processing of a liquor license in New Brighton. Staff recommends approval of the license subject to conditions listed in the attached resolution. |
|--|--|

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| Recommendations: | <p>Staff recommend that the City Council:</p> <ul style="list-style-type: none"> • Hold a public hearing; and, • Adopt the resolution approving issuance of an Small restaurant, on-sale intoxicating liquor license to Segundo Chaguan for Lisbeth Restaurant LLC at 788 Cleveland Ave SW, New Brighton, MN 55112, subject to compliance with state licensing requirements and any conditions listed in the resolution. |
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| Applicable Deadlines: | This license should be processed as soon as possible to allow Segundo to maximize the time left in 2025 before he must renew for a 2026 License. |
|------------------------------|--|

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| Community Impact: | Lisbeth’s Café & Restaurant adds character and flavor to New Brighton by offering a unique mix of American, Middle Eastern, and Ecuadorian dishes in a warm, locally owned setting. As a community gathering spot, it supports the local economy, celebrates cultural diversity, and gives residents a welcoming place to connect. A liquor license will further enhance the restaurant’s success by expanding its menu options, attracting more guests for dinners and events, and helping the business thrive as part of New Brighton’s growing dining scene. |
|--------------------------|---|

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| Legislative History: | |
|-----------------------------|--|

| | | | |
|----------------------------|--|--------------------------|--------------------|
| Strategic Priority: | <table border="1" style="width: 100%;"> <tr> <td data-bbox="482 1803 969 1885">Financial Sustainability</td> <td data-bbox="969 1803 1455 1885">Staff Capabilities</td> </tr> </table> | Financial Sustainability | Staff Capabilities |
| Financial Sustainability | Staff Capabilities | | |

| | | |
|--|----------------------|----------------------------------|
| | Economic Development | Community Engagement & Belonging |
| | City Assets | <u>N/A</u> |

| | | | | |
|-----------------------|--|-----------------|---------------------|---------|
| Fiscal Impact: | Financial Impact: Is there a financial consideration? | | No | Yes: \$ |
| | Financing Sources: | Budgeted | Budget Modification | |
| | New Revenue | Use of Reserves | Other | |

| | | |
|---------------------|----|---|
| Attachments: | 1. | Approve Liquor License Lisbeth Restaurant Presentation v3 |
|---------------------|----|---|



Public Hearing and Resolution Approving Intoxicating Liquor License for Lisbeth Restaurant

Includes Small Restaurant classification, On-Sale Intoxicating Liquor License including Sunday Sales and Exterior Public Area

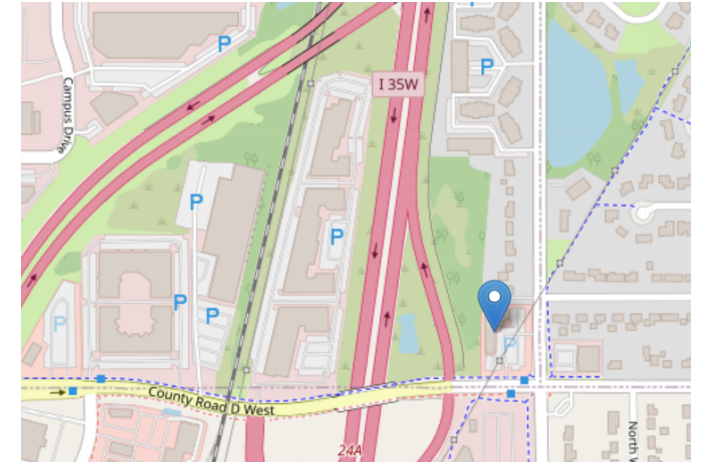
Mathew Stephens, Communications Specialist/Deputy Clerk

Terri Spangrud, City Clerk



Business: Lisbeth Restaurant LCC

- Location: **Lisbeth Restaurant** located at 788 Cleveland Ave SW, New Brighton MN, 55112
 - Cuisine blends **classic American comfort** with **traditional Middle Eastern** and **Ecuadorian flavors**
- Applicant: Segundo Pedro Chaguan
- Type of License/Category sought:
 - **On-Sale Intoxicating Liquor License** (*Sec. 4-174: Classifications*)
 - Add-on Licenses: **Sunday Sales** (Sec.4-143) and **External Public Area** (Patio)
 - **Small Restaurant: 1,710 square feet; 20 Patio seats, 54 restaurant seats** (*Sec. 4-176: “restaurants having an interior public area of not less than 1,500 square feet and not more than 2,499 square feet.”*)



Application Submitted

- The application meets all the requirements of City Code Sec. 4-180.
- Staff reviewed eligibility under Sec. 4-178 and Sec. 4-179 and found the applicant and premises eligible for the license.
 - **Seating:** 48 in main area + 6 bar seats (54 total)
 - Total square footage: 1,710
- Background investigation (Sec. 4-183) found no issues.
 - All three References (Sec. 4-180.12) listed on the application were contacted. Statements referring to the applicant as “hard worker and a good person” and very responsible” were noted by all three.

Location History Timeline

- December, 2023
 - Lisbeth Restaurant opened at 788 Cleveland Ave SW in December of 2023
 - The legal “doing business as” name is “Lisbeth Restaurant”
 - Signage states “Lisbeth Café & Restaurant”
- Pre-2023
 - Previously, the space was “Original Mediterranean Grill” which closed when the owner retired.
 - From what our records indicate, this is the first restaurant with a liquor license in this location.
 - The City does not do general business licensing, so specific business records are not maintained by the City, and food licensing is managed by Ramsey County.

Liquor License Application Timeline

- April 4, 2021
 - Lisbeth Restaurant LLC was filed with the Office of the Minnesota Secretary of State by Segundo Chaguan. The current status is “Active/In Good Standing.”
- August 2025
 - Mr. Chaguan applied for an Intoxicating Liquor License with the City of New Brighton.
- September - October 2025
 - City Staff reviewed application materials for completeness and accuracy with State laws and City Code.
 - Application materials sent to Public Safety for criminal background investigation. No findings disqualify the application from the license.
- November 2025
 - Notice of Public Hearing published on November 10th, 2025 to indicate Public Hearing for the approval of the license during the City Council meeting on Nov. 25, 2025.

Public Hearing / Council Discussion

- Mayor opens the Public Hearing
- One speaker at a time may provide comment.
- **Speaker begins by stating NAME and ADDRESS for the record**, then providing comments. Comments are limited to 3 minutes.
- Council questions will be held to the end of the hearing.

Next Steps

Location: Lisbeth Restaurant

Applicant: Segundo Chaguan

City Council:

- Close Public Hearing.
- Motion to approve the Resolution for Small Restaurant, On-Sale Intoxicating Liquor License for Lisbeth Restaurant including Sunday Sales and Exterior Public Area.

City Staff:

- Staff sends documents to AGED. AGED reviews and approves or denies the license (takes 30 days)
- Check with MN IRS to ensure that the Lisbeth Restaurant is current on taxes (takes 2 – 3 weeks)
- Staff issues the license to applicant for activation on January 1, 2026 authorizing the applicant to start serving alcohol.

Thank you for your time!

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

RESOLUTION APPROVING SMALL RESTAURANT, ON-SALE INTOXICATING LIQUOR LICENSE FOR LISBETH RESTAURANT INCLUDING SUNDAY SALES AND EXTERIOR PUBLIC AREA

WHEREAS, the applicant, Segundo Pedro Chaguan, owner of Lisbeth Restaurant located at 788 Cleveland Ave SW, New Brighton MN, 55112 has applied for an On-Sale Intoxicating Liquor License with Sunday Sales and Exterior Public Area license add-ons; and,

WHEREAS, the applicant submitted a complete application consistent with Sec. 4-180; and,

WHEREAS, the applicant meets all eligibility criteria under Sec. 4-178; and,

WHEREAS, the premises meets all requirements of Sec. 4-179 and Sec. 4-181; and,

WHEREAS, all required fees under Sec. 4-182 have been paid; and,

WHEREAS, all required investigations under Sec. 4-183 were completed; and,

WHEREAS, the public hearing was published per the requirements of Sec. 4-186 and was held; and,

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of New Brighton approves Segundo Pedro Chaguan’s application for an On-Sale Intoxicating Liquor License for Lisbeth Restaurant at 788 Cleveland Ave SW, New Brighton MN, 55112. The licensee is required to follow all federal, state and local laws. This license will be effective from January 1, 2026 to December 31, 2026 and will require annual renewal by the applicant.

ADOPTED this _____ day of _____ 2025 by the New Brighton City Council with a vote of _____ ayes and _____ nays.

Kari Niedfeldt-Thomas, Mayor

ATTEST:

Devin Massopust, City Manager

Terri Spangrud, City Clerk



| | |
|------------------------|--------------------------|
| Agenda Section: | Public Hearings |
| Report Date: | 11/13/2025 |
| Meeting Date: | November 25, 2025 |

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Conduct a Public Hearing to Solicit Public Comment on the 2026 Proposed Budget and 2026 Proposed Property Tax Levies

| | |
|--------------------------|-----------------------|
| Action Requested: | |
| Public Hearing: | Motion: |
| Discussion: | Informational: |
| Form of Action: | |
| Resolution: | Ordinance: |
| Contract/Agreement: | N/A or Other: |
| Votes Needed: | |
| 3 Votes: | 4 Votes: |
| 5 Votes: | N/A: |

| | |
|---------------------------|--|
| Summary Statement: | <p>The City Manager’s recommended 2026 General Fund budget is \$25,578,100 which represents a 6.5% increase over the 2025 adopted budget.</p> <p>The total proposed tax levy for taxes payable in 2026 is \$16,117,900, which represents an increase of \$964,700 or 6.37%. This includes a \$15,465,700 general levy and a \$652,200 debt levy.</p> <p>The 2026 proposed tax levies for the two storm sewer improvement taxing districts within the city remain unchanged at \$3,750 for Lake</p> |
|---------------------------|--|

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|--|--|
| | Diane and \$2,100 for Bicentennial Pond. |
|--|--|

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| Recommendations: | To conduct a public hearing to solicit public comment on the 2026 proposed budget and 2026 proposed property tax levies. |
|-------------------------|--|

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| Applicable Deadlines: | <p>November 25 – December 29, 2025: The City is required to hold a public meeting where the proposed 2026 tax levies and budgets must be discussed, and the public must be given a reasonable amount of time to comment. Also known as the Truth-In-Taxation Hearing.</p> <p>December 29, 2025: Cities are required to adopt final 2026 levies and budgets, and certify the final 2026 levies to the County Auditor by this date.</p> |
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| Community Impact: | Sound financial management ensures the City’s ability to continue funding the programs and services the community relies on. |
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| Legislative History: | <p>August 12, 2025: City Council received the 2026 City Manager Recommended Budget at the work session.</p> <p>September 2, 2025: Follow-up discussions on the 2026 City Manager Recommended Budget took place at the work session, including a review of the 2026-2035 CIP.</p> <p>September 9, 2025: Council adopted the preliminary 2026 tax levy of \$16,441,200. The preliminary 2026 tax levy was certified to Ramsey County and used in their calculations for their parcel-specific notices mailed to each property owner.</p> |
|-----------------------------|---|

| | | |
|----------------------------|---------------------------------|----------------------------------|
| Strategic Priority: | Financial Sustainability | Staff Capabilities |
| | Economic Development | Community Engagement & Belonging |
| | City Assets | N/A |

| | | | |
|-----------------------|---|----|----------------|
| Fiscal Impact: | Financial Impact: Is there a financial | No | Yes: \$ |
|-----------------------|---|----|----------------|

| | | | |
|--|---------------------------|-----------------|------------------------------------|
| | consideration? | | |
| | Financing Sources: | Budgeted | Budget Modification |
| | New Revenue | Use of Reserves | Other: 2026 Budget and Levy |

| | | |
|---------------------|----|-----------------------|
| Attachments: | 1. | 2026 Gen Fund Summary |
| | 2. | 2026 TNT Presentation |

GENERAL FUND BUDGET REPORT FOR CITY OF NEW BRIGHTON

Calculations As Of 10/31/2025

| | 2024 | 2025 | 2025 | 2025 | 2026 | 2026 | 2026 | 2026 |
|--|-------------------|-------------------|--------------------|-------------------|----------------------|-------------------|---------------------|-------------------|
| | Activity | Amended Budget | Activity | Projected | City Mgr Recommended | Proposed Budget | Proposed Amt Change | Proposed % Change |
| Fund: 101 General Fund | | | | | | | | |
| Revenues | | | | | | | | |
| GENERAL TAXES | 13,644,600 | 14,493,200 | 7,379,700 | 14,493,200 | 15,789,000 | 15,465,700 | 972,500 | 6.71% |
| FRANCHISE TAXES | 1,241,800 | 1,255,000 | 1,042,700 | 1,255,000 | 1,233,000 | 1,233,000 | (22,000) | -1.75% |
| LICENSES | 213,100 | 201,500 | 306,200 | 298,800 | 199,300 | 199,300 | (2,200) | -1.09% |
| PERMITS | 766,700 | 500,000 | 656,800 | 605,000 | 500,000 | 500,000 | 0 | 0.00% |
| IN-HOUSE ENG AND ADMIN | 914,400 | 904,300 | 642,700 | 920,300 | 932,900 | 932,900 | 28,600 | 3.16% |
| INTERGOVERNMENTAL | 1,184,000 | 1,077,700 | 1,078,600 | 1,258,700 | 1,149,600 | 1,212,900 | 135,200 | 12.55% |
| CHARGES FOR SERVICE | 4,094,200 | 4,178,500 | 3,848,700 | 4,349,600 | 4,591,800 | 4,591,800 | 413,300 | 9.89% |
| INVESTMENT INCOME | 305,900 | 125,000 | 207,200 | 300,000 | 125,000 | 125,000 | 0 | 0.00% |
| CHANGE IN FAIR VALUE OF INVESTMENTS | 114,500 | 0 | 0 | 190,000 | 0 | 0 | 0 | 0.00% |
| SPECIAL ASSESSMENTS - PEN & INT | 1,700 | 0 | 100 | 0 | 0 | 0 | 0 | 0.00% |
| OTHER/MISC | 0 | 0 | 0 | 23,100 | 16,500 | 16,500 | 16,500 | 100.00% |
| FINES & FORFEITURES | 58,600 | 55,000 | 57,700 | 75,000 | 55,000 | 55,000 | 0 | 0.00% |
| RENTS | 377,300 | 386,200 | 380,100 | 385,500 | 438,000 | 438,000 | 51,800 | 13.41% |
| REFUNDS & REIMB | 88,600 | 50,000 | 54,200 | 72,300 | 55,000 | 55,000 | 5,000 | 10.00% |
| CONTRIBUTIONS | 0 | 0 | 11,300 | 12,200 | 0 | 0 | 0 | 0.00% |
| SALE OF ASSETS | 2,700 | 0 | 2,200 | 2,100 | 0 | 0 | 0 | 0.00% |
| TRANSFER IN | 1,033,900 | 795,900 | 627,500 | 795,900 | 753,000 | 753,000 | (42,900) | -5.39% |
| Total Revenues | 24,042,000 | 24,022,300 | 16,295,700 | 25,036,700 | 25,838,100 | 25,578,100 | 1,555,800 | 6.48% |
| Expenditures | | | | | | | | |
| COUNCIL | 42,500 | 43,800 | 34,700 | 43,800 | 44,000 | 43,900 | 100 | 0.23% |
| ADMINISTRATION | 1,372,700 | 1,453,200 | 1,173,500 | 1,467,900 | 1,713,800 | 1,540,500 | 87,300 | 6.01% |
| ELECTIONS | 179,400 | 152,100 | 90,600 | 152,100 | 161,800 | 161,800 | 9,700 | 6.38% |
| LEGAL | 137,100 | 130,000 | 134,500 | 130,000 | 134,000 | 134,000 | 4,000 | 3.08% |
| CENTRAL SERVICES | 203,000 | 233,700 | 195,100 | 237,100 | 217,300 | 217,300 | (16,400) | -7.02% |
| FINANCE | 756,700 | 816,800 | 673,800 | 813,900 | 785,100 | 784,900 | (31,900) | -3.91% |
| LICENSE BUREAU | 703,500 | 800,500 | 614,700 | 753,200 | 950,600 | 950,300 | 149,800 | 18.71% |
| PASSPORTS | 281,800 | 344,500 | 283,300 | 326,500 | 415,700 | 415,500 | 71,000 | 20.61% |
| ENGINEERING | 553,700 | 578,700 | 451,500 | 578,700 | 599,700 | 599,500 | 20,800 | 3.59% |
| STREETS | 381,800 | 415,900 | 293,000 | 401,400 | 434,100 | 434,000 | 18,100 | 4.35% |
| GARAGE | 734,800 | 736,800 | 599,400 | 763,000 | 719,500 | 719,400 | (17,400) | -2.36% |
| COMMUNITY DEVELOPMENT | 956,400 | 992,500 | 816,900 | 992,500 | 1,095,300 | 1,095,000 | 102,500 | 10.33% |
| RECYCLING | 379,800 | 416,800 | 314,900 | 434,800 | 418,600 | 418,600 | 1,800 | 0.43% |
| PARKS | 1,794,900 | 1,933,000 | 1,577,000 | 1,975,900 | 2,195,600 | 2,195,100 | 262,100 | 13.56% |
| FORESTRY | 273,600 | 321,400 | 251,800 | 323,900 | 336,000 | 335,900 | 14,500 | 4.51% |
| RECREATION | 1,138,600 | 1,167,200 | 1,092,500 | 1,289,400 | 1,304,500 | 1,305,100 | 137,900 | 11.81% |
| COMMUNITY CENTER | 2,098,300 | 2,376,200 | 1,940,300 | 2,377,500 | 2,504,000 | 2,504,400 | 128,200 | 5.40% |
| GOLF COURSE | 391,200 | 407,500 | 389,900 | 437,300 | 434,500 | 434,400 | 26,900 | 6.60% |
| POLICE | 6,705,000 | 7,331,500 | 5,812,700 | 7,057,700 | 7,739,700 | 7,728,500 | 397,000 | 5.41% |
| FIRE | 1,371,400 | 1,451,100 | 1,177,900 | 1,494,300 | 1,538,500 | 1,532,400 | 81,300 | 5.60% |
| TRANSFERS | 3,023,700 | 2,218,100 | 660,000 | 2,878,100 | 2,415,800 | 2,346,800 | 128,700 | 5.80% |
| TURN OVER RATIO - BUDGET | 0 | (299,000) | 0 | 0 | (320,000) | (319,200) | (20,200) | 6.76% |
| Total Expenditures | 23,479,900 | 24,022,300 | 18,578,000 | 24,929,000 | 25,838,100 | 25,578,100 | 1,555,800 | 6.48% |
| NET OF REVENUES & EXPENDITURES: | 562,100 | 0 | (2,282,300) | 107,700 | 0 | 0 | 0 | 0.00% |
| BEG. FUND BALANCE - ALL FUNDS | 10,156,474 | 10,718,494 | 10,718,494 | 10,718,494 | 10,826,194 | 10,826,194 | | |
| END FUND BALANCE - ALL FUNDS | 10,718,574 | 10,035,394 | 8,436,194 | 10,826,194 | 10,826,194 | 10,826,194 | | |



Truth in Taxation Hearing

2026 Proposed Property Tax Levies and 2026 Proposed General Fund Budget

November 25, 2025

Devin Massopust, City Manager
Gina Foschi, Finance Director



City Manager Recommended Budget

- New Brighton is a Plan B form of government under Minnesota Statutes – Plan B cities establish the City Manager as the chief administrative officer for the organization
- Minnesota Statute 412.701-412.751 states that the City Manager must prepare and submit an annual budget for Council's consideration
- The recommended budget and corresponding property tax levy serves as the foundation for Council review, adjustment and eventual adoption
- An integral piece of the budget creation and adoption process is the truth-in-taxation public hearing

Purpose of Truth-in-Taxation Public Hearing

- ✓ Provide a summary of the General Fund budget
- ✓ Explain how the General Fund budget impacts the 2026 property tax levy
- ✓ Explain how the property tax levy impacts municipal services
- ✓ Allow for comments from property owners

Cities with a population over 500 must hold their Public Meeting after November 24 and no later than December 29 and at 6:00 PM or later as required by State Statute

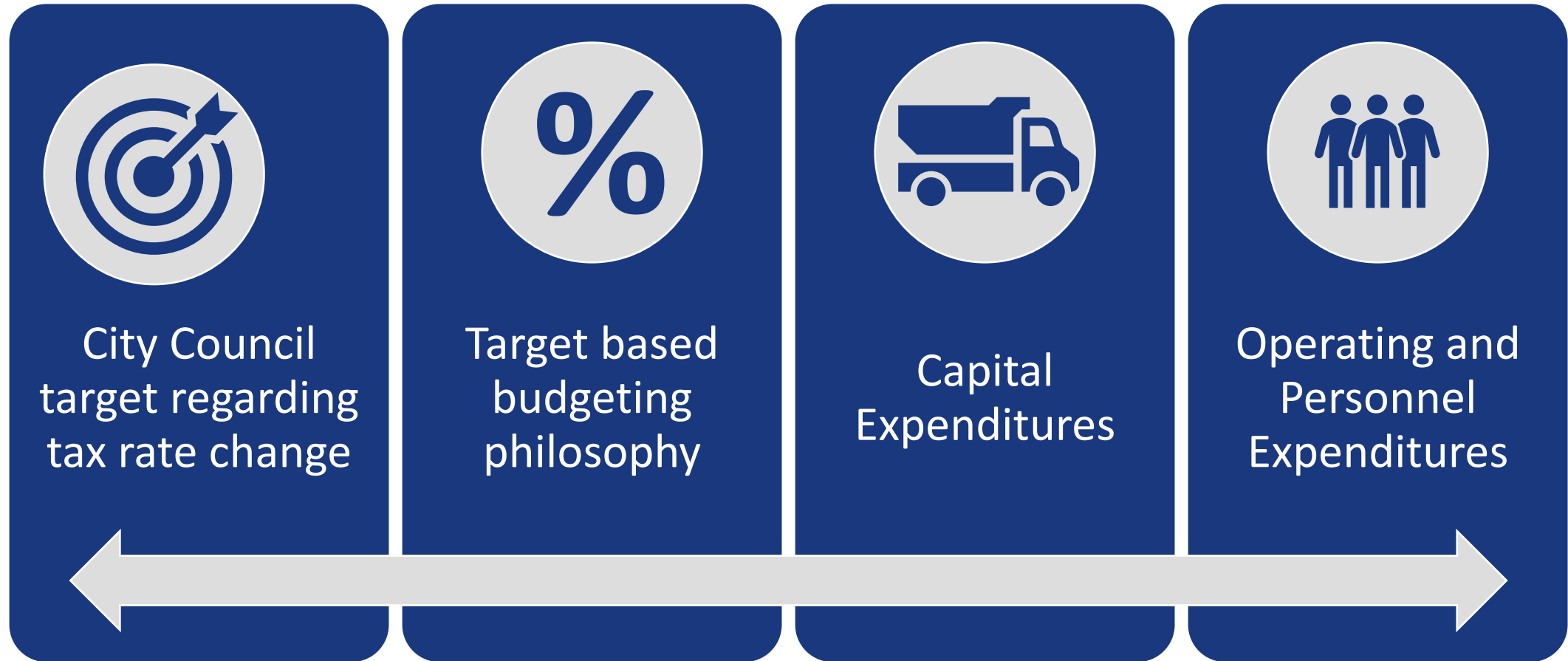
2026 Budget Timeline

| | |
|--------------------------|---|
| April 1, 2025 | Council Work Session: 2026 Budget Kickoff Discussion |
| April 1, 2025 | Budget Preparations Begin at the Department Level |
| July 15, 2025 | Staff Budget Presentation and Discussion |
| August 12, 2025 | Council Work Session: 2026 Budget |
| September 2, 2025 | Council Work Session: <ul style="list-style-type: none"> ▪ Additional Discussion of the 2026 Budget ▪ 2026 – 2035 Capital Improvement Plan (CIP) |
| September 9, 2025 | Council Meeting: Adoption of 2026 Preliminary Property Tax Levies |
| October 28, 2025 | Council Work Session: 2026-2045 Utility Rate Analysis |
| November 11-24, 2025 | 2026 Proposed Property Tax Notices from Ramsey County Received by Property Owners |
| November 25, 2025 | Council Meeting: 2026 Truth in Taxation Public Hearing |
| December 9, 2025 | Adoption of: <ul style="list-style-type: none"> • Final 2026 Property Tax Levies (City, Lake Diane, and Bicentennial Pond) • Final 2026 Budgets • 2026-2035 CIP • Final 2026 Utility Rates and Charges • 2026 Fee Schedule |


City Council Priorities



What Impacts the Development of the 2026 Budget?



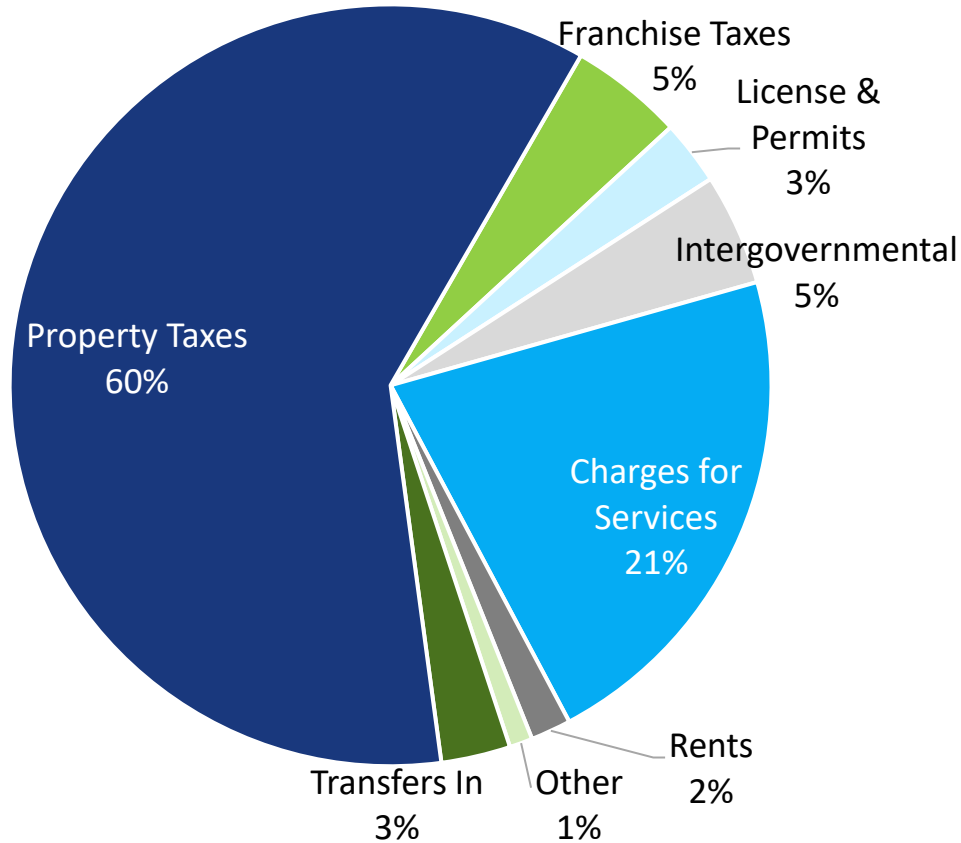
Changes to Levy



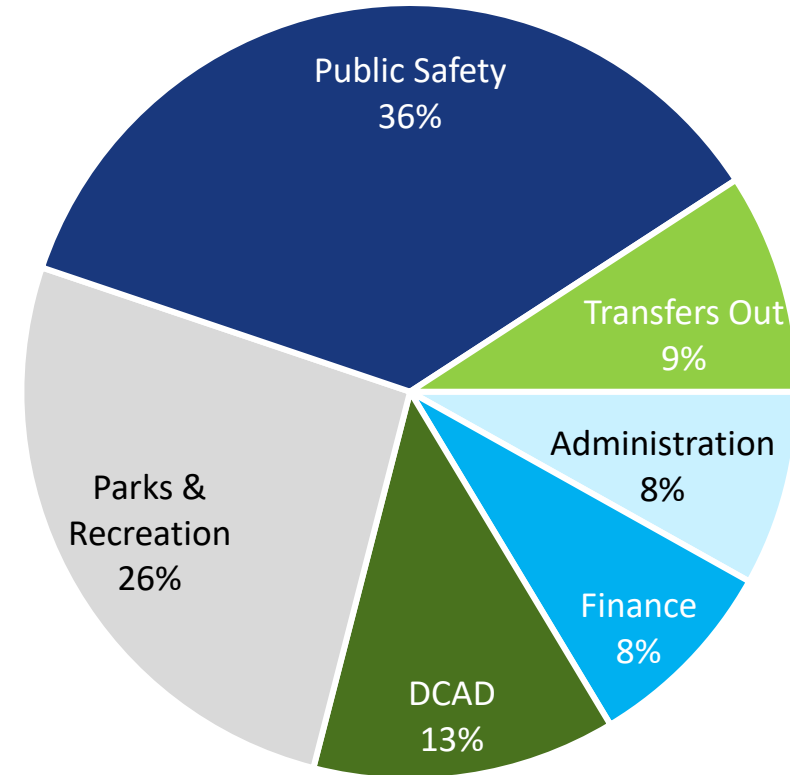
| | | |
|--|---------------------|---------------|
| 9/9/2025 Adopted Preliminary Levy: \$16,441,200 Included on Proposed Tax Statements | +\$1,288,000 | +8.50% |
| Cost Savings and Additional Revenues Identified | (323,300) | -2.13% |
| 11/25/2025 Proposed Final Levy Increase: \$16,117,900 To be included on Final Tax Statements | +\$964,700 | +6.37% |

2026 Proposed General Fund Budget: \$25,578,100

Budgeted Revenues



Budgeted Expenditures by Department



2026 Proposed Total Property Tax Levy by Category

| Description | Total Levy | Levy Change \$ | Levy Change % |
|--------------------------------|---------------------|------------------|---------------|
| Core Services Levy | | | |
| Capital-Related Changes | \$4,940,000 | \$182,700 | 1.21% |
| General Personnel | 15,308,800 | 792,400 | 5.23% |
| General Operating | 4,987,100 | 238,500 | 1.57% |
| Non-Property Tax Revenues | (10,112,400) | (583,300) | -3.85% |
| Net Core Services Levy | 15,123,500 | 630,300 | 4.16% |
| Enhanced Services | 342,200 | 342,200 | 2.26% |
| General Fund Levy | 15,465,700 | 972,500 | 6.42% |
| Debt Service Levy | \$652,200 | (\$7,800) | -0.05% |
| Total Property Tax Levy | \$16,117,900 | \$964,700 | 6.37% |

2026 Proposed Levy Increases - Capital

\$182,700 or
1.21% of
Levy Increase

| Description | 2025 Adopted | 2026 Proposed | \$ Increase | % of Levy Increase |
|---|--------------------|--------------------|------------------|-----------------------|
| Street Reconstruction Financing | \$1,748,800 | \$1,690,300 | (\$58,500) | -0.39% |
| Information Technology Internal Service Charges | 1,024,700 | 1,192,100 | 167,400 | 1.10% |
| Non-Fleet Internal Service Charges | 1,014,000 | 1,062,800 | 48,800 | 0.32% |
| Fleet Internal Service Charges | 332,200 | 348,800 | 16,600 | 0.11% |
| Pavement Mgmt Internal Service Charges | 168,300 | 176,700 | 8,400 | 0.06% |
| Transfers Out to Capital Replacement Funds | 469,300 | 469,300 | - | 0.00% |
| Total Capital | \$4,757,300 | \$4,940,000 | \$182,700 | 1.21% |

2026 Proposed Levy Increases – Personnel

\$792,400 or
5.23% of
Levy Increase

| Description | 2025 Adopted | 2026 Proposed | \$ Increase | % of Levy Increase |
|--|---------------------|---------------------|------------------|-----------------------|
| General Personnel Changes (Steps, COLA, Benefits, etc) | \$14,355,000 | \$14,948,100 | \$593,100 | 3.91% |
| 2nd Half 32nd Police Officer | 59,700 | 125,200 | 65,500 | 0.43% |
| Additional Hours for Permanent PT Personnel | - | 118,300 | 118,300 | 0.78% |
| New 2026 PFML Premium | - | 47,400 | 47,400 | 0.31% |
| Risk Mgmt (Work Comp) Internal Service Charges | 400,700 | 389,800 | (10,900) | -0.07% |
| Change in 2% Turnover Ratio | (299,000) | (320,000) | (21,000) | -0.14% |
| Total Capital | \$14,516,400 | \$15,308,800 | \$792,400 | 5.23% |

2026 Proposed Levy Increases – General Operating

\$238,500 or
1.57% of
Levy Increase

| Description | 2025 Adopted | 2026 Proposed | \$ Change | % of Levy Change |
|---|--------------------|--------------------|------------------|---------------------|
| Risk Mgmt (Property Liability) Internal Service Charges | \$223,100 | \$230,100 | \$7,000 | 0.05% |
| Move BS&A Fin/HR Subscription to IT Internal Serv Chg | 35,600 | - | (35,600) | -0.23% |
| Administration | 825,700 | 865,400 | 39,700 | 0.26% |
| Finance | 111,300 | 121,200 | 9,900 | 0.07% |
| DCAD | 1,083,700 | 1,135,100 | 51,400 | 0.34% |
| Parks & Recreation | 1,445,400 | 1,505,000 | 59,600 | 0.39% |
| Public Safety | 1,023,800 | 1,130,300 | 106,500 | 0.70% |
| Total | \$4,748,600 | \$4,987,100 | \$238,500 | 1.57% |

2026 Proposed Levy Increases – Non-Tax Revenue Offsets

\$(583,300) or
-3.85% of
Levy Increase

| Description | 2025 Adopted | 2026 Proposed | \$ Change | % of Levy Change |
|-------------------------------|--------------------|---------------------|------------------|---------------------|
| Charges for Service - P&R | \$2,460,900 | \$2,752,300 | \$291,400 | 1.92% |
| Charges for Service - Finance | 1,343,800 | 1,439,700 | 95,900 | 0.63% |
| Public Safety Grants & Aids | 973,000 | 1,141,700 | 168,700 | 1.11% |
| Tower/Billboard Leases | 382,200 | 433,500 | 51,300 | 0.34% |
| Cable Franchise Fees | 187,000 | 160,000 | (27,000) | -0.18% |
| Other | 4,182,200 | 4,185,200 | 3,000 | 0.02% |
| Total | \$9,529,100 | \$10,112,400 | \$583,300 | 3.85% |

2026 Proposed Levy Increases – Enhanced Services

\$342,200 or
2.26% of
Levy Increase

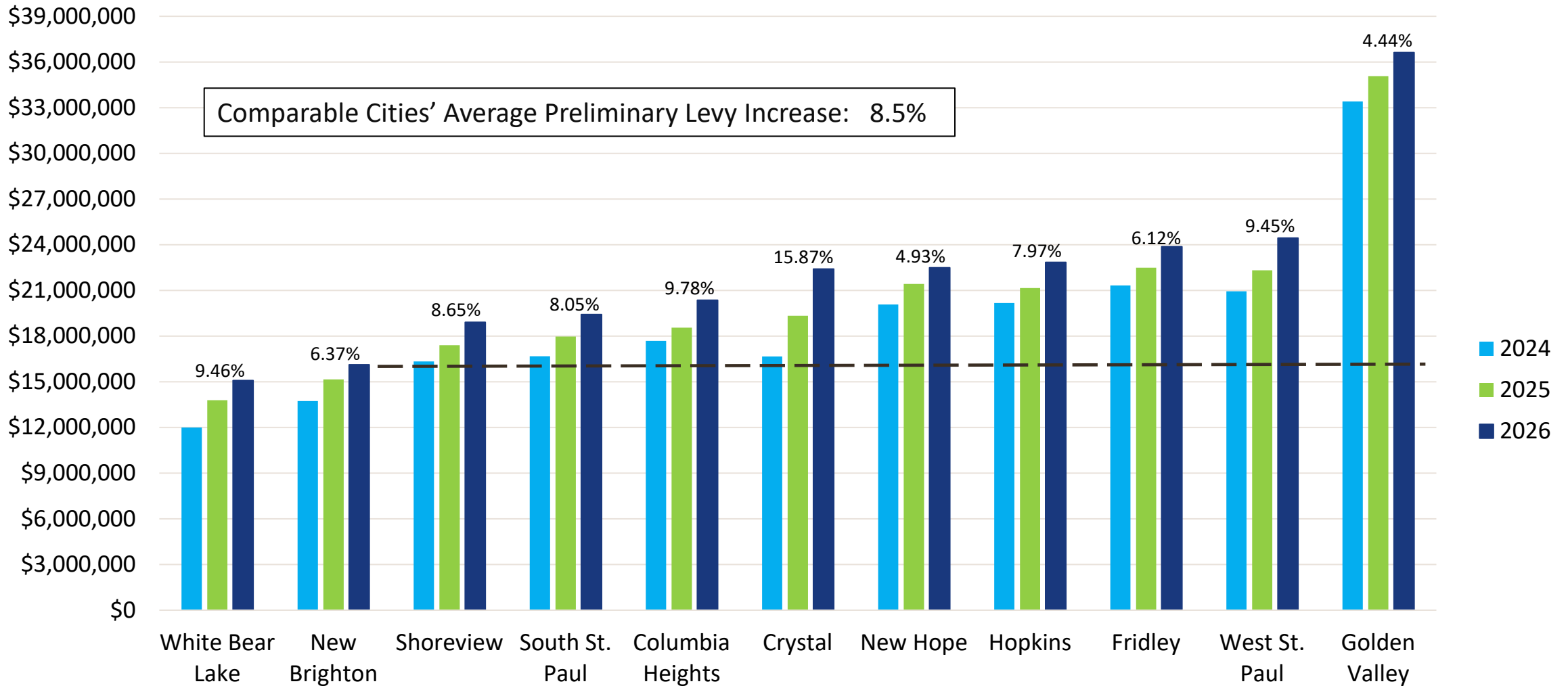
| Description | 2025 Adopted | 2026 Proposed | \$ Change | % of Levy Change |
|--|-----------------|------------------|------------------|---------------------|
| Capital-Related | | | | |
| Begin Repayment of 15yr Internal Loan for Parks Phase 1 | \$0 | \$187,200 | \$187,200 | 1.24% |
| Personnel-Related | | | | |
| Add'l Youth Community Connectors | 0 | 4,300 | 4,300 | 0.03% |
| License Bureau/Passports Re-Org | 0 | 30,000 | 30,000 | 0.20% |
| P&R Re-Org + offsetting savings | 0 | (5,300) | (5,300) | -0.03% |
| New Recreation Coordinator - Special Events | 0 | 98,100 | 98,100 | 0.65% |
| Replace Citywide Cleaning Contract with 2 New Maintenance Operations Coordinators (\$178,200 total) | 0 | 4,000 | 4,000 | 0.03% |
| Add'l 180 Park Maintenance Worker | 0 | 23,900 | 23,900 | 0.16% |
| Total | \$0 | \$342,200 | \$342,200 | 2.26% |

Benchmarking Revenue Collection Per Capita With Comparable Cities

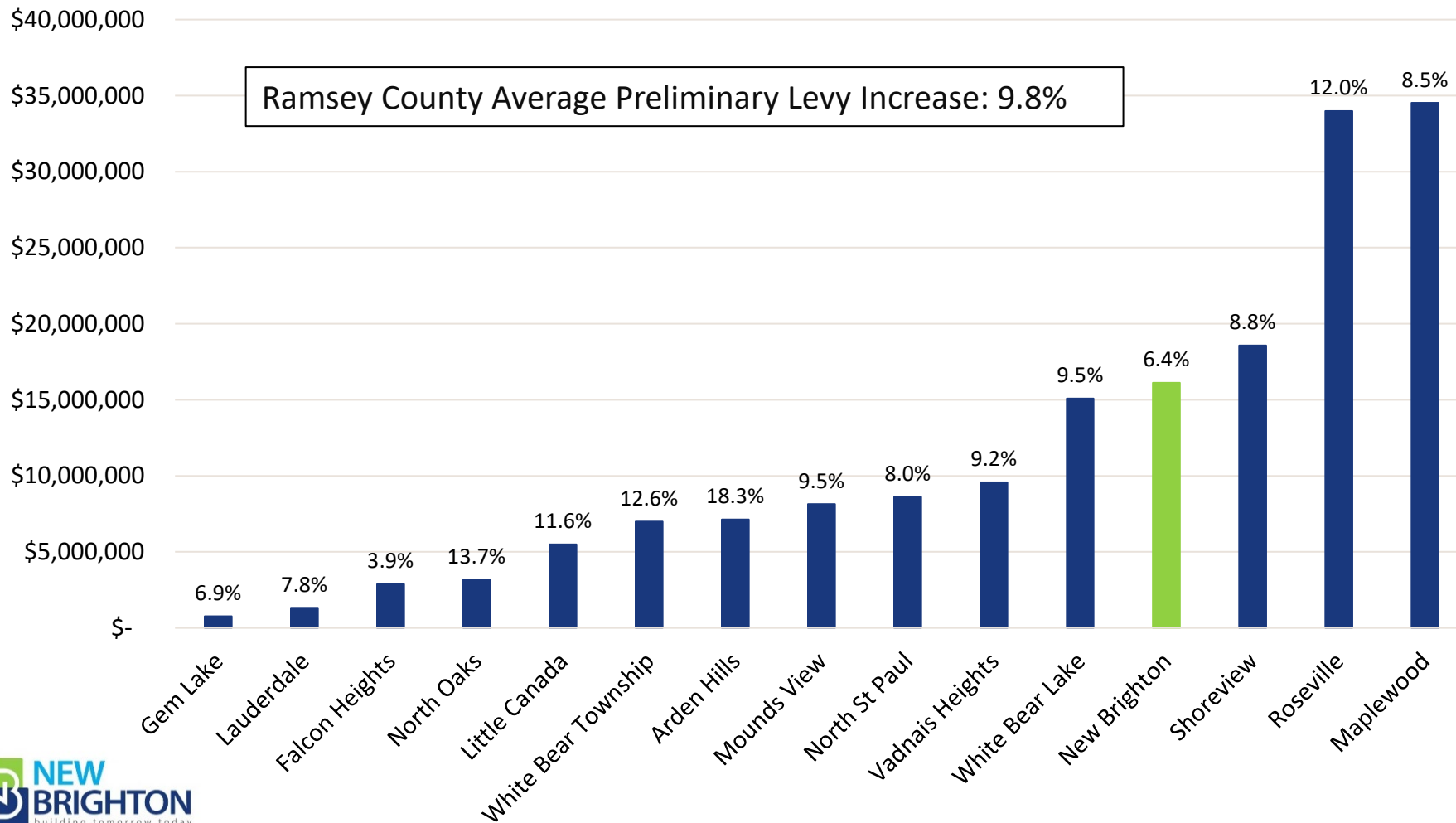
| City | 2024 Population Estimates | 2026 Preliminary Levies | | | 2026 LGA | 2024 Franchise Taxes | Total | Per Capita |
|-----------------------------------|---------------------------|--------------------------|-----------------|-----------------|-----------------------|-------------------------|--------------------------|-------------------|
| | | City Levy | HRA Levy | EDA Levy | | | | |
| Golden Valley | 22,214 | \$ 36,158,747 | \$ 461,652 | \$ - | \$ - | \$ 1,713,279 | \$ 38,333,678 | \$ 1,726 |
| West St. Paul | 21,390 | 24,434,535 | - | - | 1,847,457 | 3,600,310 | 29,882,302 | 1,397 |
| Hopkins | 18,532 | 22,294,813 | 551,750 | - | 1,091,451 | 1,498,492 | 25,436,506 | 1,373 |
| South St. Paul | 20,680 | 18,530,136 | 451,600 | 442,568 | 3,784,584 | 1,346,855 | 24,555,743 | 1,187 |
| New Hope | 21,545 | 21,826,271 | 391,163 | 268,683 | 1,321,738 | 1,213,251 | 25,021,106 | 1,161 |
| Columbia Heights | 21,570 | 19,542,000 | 420,000 | 401,000 | 2,639,933 | 92,085 | 23,095,018 | 1,071 |
| Crystal | 23,092 | 21,886,992 | 517,987 | - | 1,909,733 | - | 24,314,712 | 1,053 |
| Fridley | 29,958 | 23,040,200 | 823,983 | - | 1,896,632 | 191,121 | 25,951,936 | 866 |
| Shoreview | 27,616 | 18,312,796 | 325,000 | 265,000 | - | 1,588,238 | 20,491,034 | 742 |
| <i>New Brighton - 2026</i> | <i>24,440</i> | <i>16,117,900</i> | <i>-</i> | <i>-</i> | <i>788,345</i> | <i>1,233,000</i> | <i>18,139,245</i> | <i>742</i> |
| White Bear Lake | 24,035 | 15,089,000 | - | - | 1,208,111 | 373,557 | 16,670,668 | 694 |

These preliminary levies have not yet been formally adopted and are subject to change

New Brighton's Proposed Final 2026 Levy versus Comparable Cities' Preliminary 2026 Levies

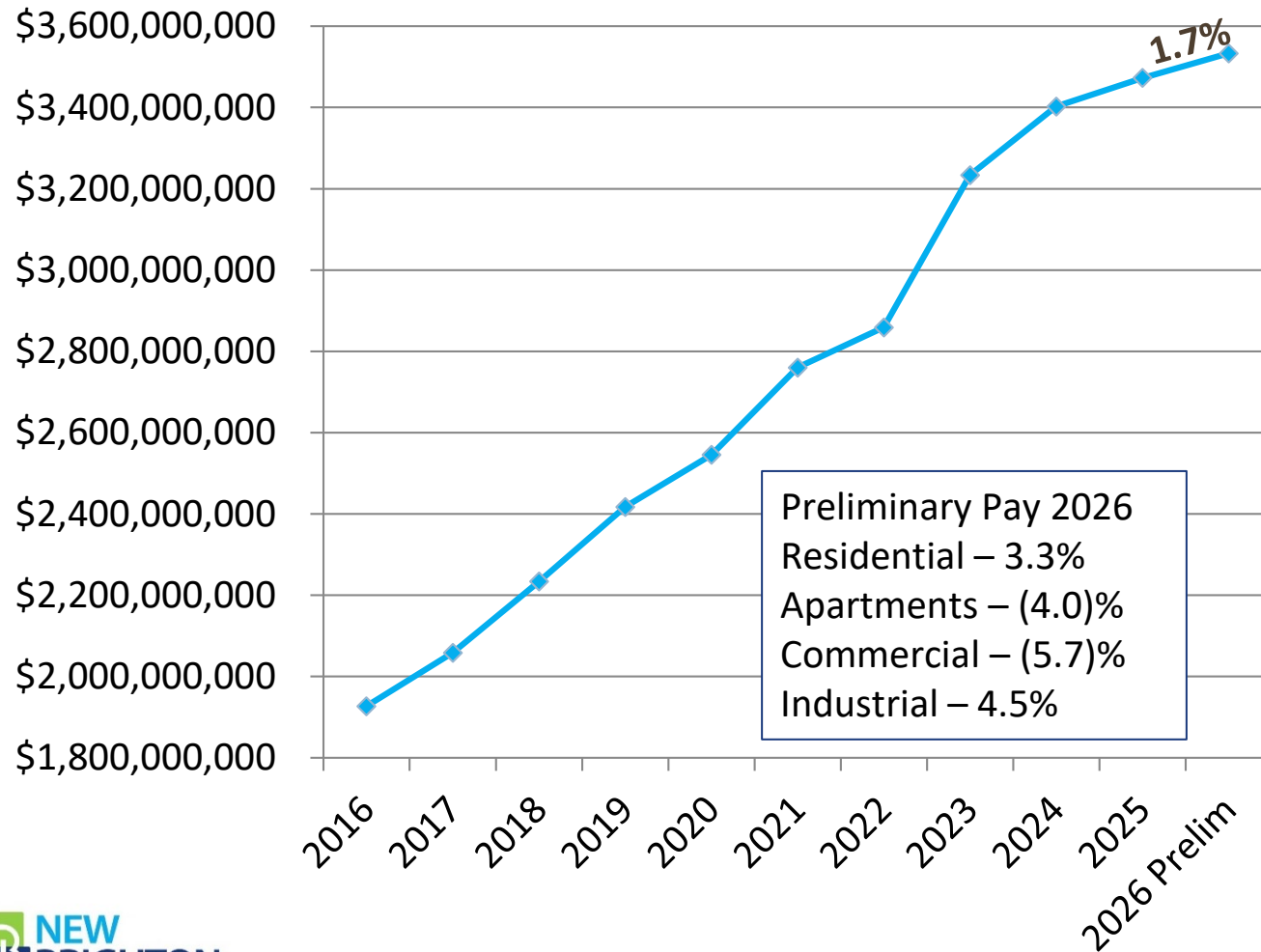


New Brighton's Proposed Final 2026 Levy and Tax Rate versus Ramsey County Cities' Preliminary 2026 Levies (excluding Saint Paul)

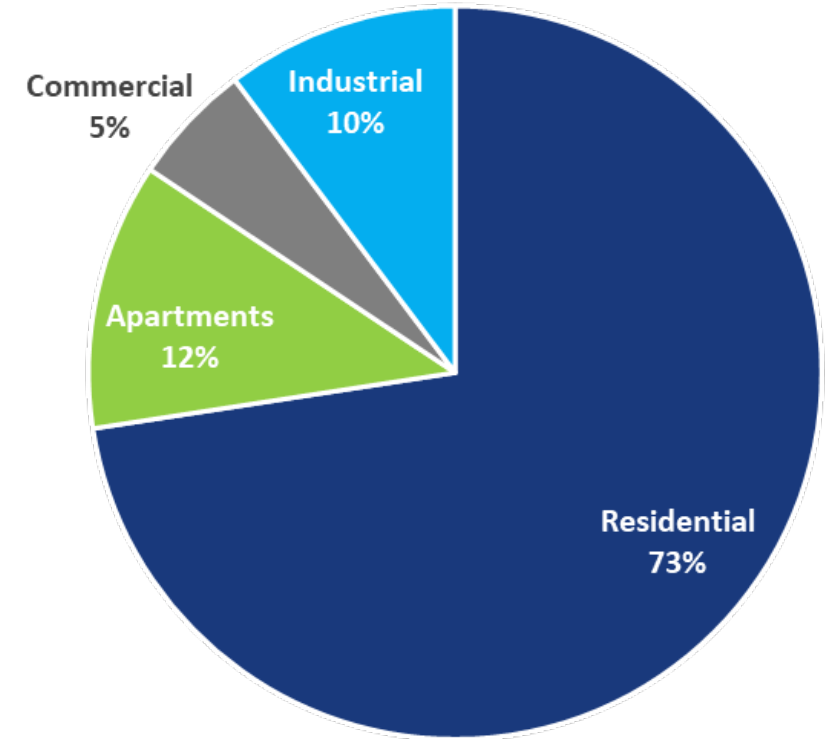


| City | 2026 Preliminary Tax Rate |
|------------------------------|---------------------------|
| North Oaks | 12.67% |
| White Bear Township | 28.88% |
| Little Canada | 28.93% |
| Arden Hills | 31.95% |
| White Bear Lake | 32.20% |
| Vadhnais Heights | 33.05% |
| Shoreview | 34.05% |
| Lauderdale | 34.59% |
| Falcon Heights | 37.58% |
| Gem Lake | 39.70% |
| Mounds View | 40.46% |
| New Brighton | 41.49% |
| Roseville | 43.56% |
| Maplewood | 50.74% |
| North St Paul | 50.89% |
| <i>Ramsey County Average</i> | <i>36.05%</i> |

Total Estimated Market Value



Total 2026 Estimated Market Value by Class



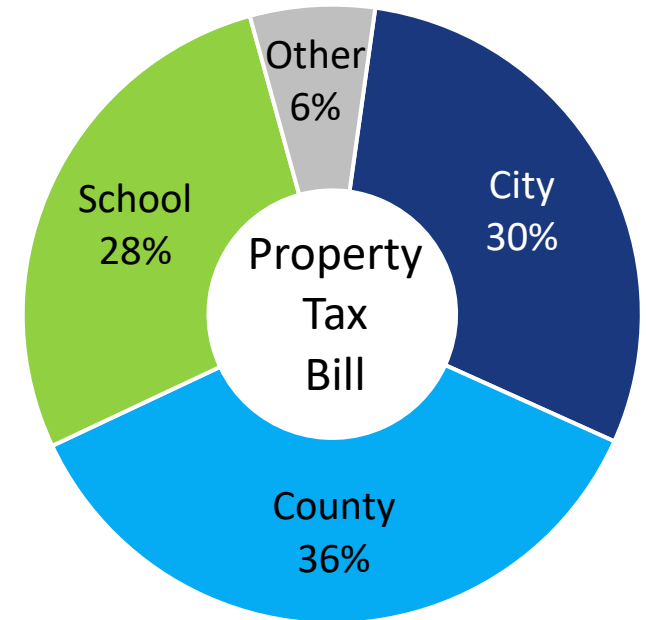
Tax Calculation for a Median Value Home

| | <u>Final 2024</u> | <u>Final 2025</u> | <u>Projected 2026</u> | | |
|---|---------------------------------|-----------------------|---------------------------|-------------------|-------------|
| Step 1: Ramsey County Determines the City's Net Tax Capacity | Taxable Net Tax Capacity | 32,246,494 | 33,314,358 | 33,789,120 | [A] |
| Step 2: The City Sets its Property Tax Levy | City Tax Levy | 13,730,800 | 15,153,200 | 16,117,900 | |
| | Fiscal Disparities Distribution | (1,608,785) | (1,973,360) | (2,098,349) | |
| | Net City Tax Levy | <u>12,122,015</u> | <u>13,179,840</u> | <u>14,019,551</u> | [B] |
| Step 3: The net tax levy is divided by the tax capacity to determine the tax rate | Calculated City Tax Rate | 37.592% | 39.562% | 41.491% | [C = B / A] |
| Step 4: Ramsey County assesses the value of each property, and a homestead exclusion is deducted (if applicable). A Class Rate is then applied to calculate the property's net tax capacity. | Median Value SF Home | 368,300 | 379,600 | 388,100 | |
| | Homestead Exclusion | (4,093) | (12,386) | (11,621) | |
| | Taxable Market Value | 364,207 | 367,214 | 376,479 | |
| | Class Rate | <u>1%</u> | <u>1%</u> | <u>1%</u> | |
| | Net Tax Capacity | 3,642 | 3,672 | 3,765 | [D] |
| Step 5: The property's tax bill is calculated by multiplying the tax rate by the property's net tax capacity. | Estimated Annual Tax | \$ 1,369 | \$ 1,453 | \$ 1,562 | [C*D] |
| | Annual Increase from PY | \$ 106 | \$ 84 | \$ 109 | |

Proposed Tax Impact on Median Value Single Family Home – All Taxing Jurisdictions

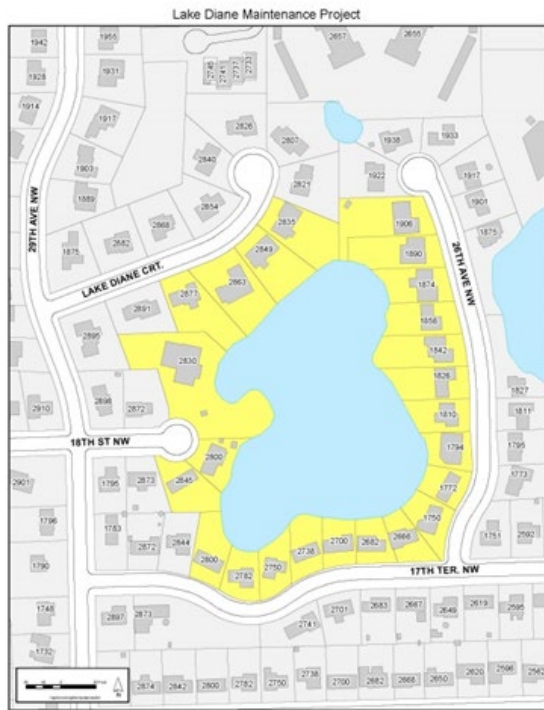
| Taxing Jurisdiction | 2025 Tax | 2026 Tax | \$ Change | % Change |
|---------------------------------|-----------------|-----------------|---------------|-------------|
| <i>Median Value</i> | \$ 379,600 | \$ 388,100 | \$ 8,500 | 2.2% |
| City of New Brighton | 1,453 | 1,562 | 109 | 7.5% |
| Ramsey County | 1,743 | 1,914 | 171 | 9.8% |
| ISD 621* | 1,509 | 1,462 | (47) | -3.1% |
| Other | 339 | 344 | 5 | 1.5% |
| Total Estimated Tax Bill | \$ 5,044 | \$ 5,282 | \$ 238 | 4.7% |

**Does not include the approved Capital Projects Levy*



Storm Sewer Improvement Taxing District

- Requested by property owners surrounding Lake Diane and Bicentennial Pond
- Lake Diane – 2026 proposed \$3,750
- Bicentennial Pond – 2026 proposed \$2,100



Property Tax Assistance

Regular Homestead Credit Refund

This refund of up to \$3,410 requires that you owned and lived in your home on January 2, 2025 and your household income for 2024 was less than \$139,320. <https://www.revenue.state.mn.us/homeowners-homestead-credit-refund> or 651-296-3781

Special Homestead Credit Refund

This refund of up to \$1,000 requires that you owned and lived in the same home on January 2, 2024, and on January 2, 2024; your net property tax increased more than 12% and at least \$100 from 2024 to 2025; and the increase was not due to improvements made to the property. <https://www.revenue.state.mn.us/homeowners-homestead-credit-refund> or 651-296-3781

Renter's Credit

Starting in 2024, this former property tax refund is now claimed as a credit on your state income tax return. This credit of up to \$2,640 requires that you lived in and paid rent on a MN building, have a valid SSN or individual TIN, cannot be claimed as a dependent on someone else's tax return, and your household income for 2024 was less than \$75,390. <https://www.revenue.state.mn.us/renters-credit> or 651-296-3781

Senior Citizen Property Tax Deferral Program

Seniors at least 65 or older, with a total household income of \$96,000 or less, and who have owned and lived in their home for the last 5 years, may be eligible to defer a portion of their property taxes and special assessments. Participants would pay 3% of their household income, and the remaining taxes owed would be paid by the State in the form of a loan. The loan and variable interest would need to be repaid before title of the property is transferred to a new owner. <https://www.revenue.state.mn.us/property-tax-deferral-senior-citizens> or 651-556-6091

Property Tax Assistance (continued)

Property Tax Reduction for the Blind or Permanently Disabled

State law allows a reduced property tax rate for blind or permanently and totally disabled property owners who homestead their property.

<https://www.ramseycounty.us/residents/property-home/taxes-values/homestead> or 651-266-2040

Property Tax Exclusion for Disabled Veterans

This program provides a property tax market value exclusion of either \$150,000 or \$300,000 for the homestead of an honorably discharged veteran who has a service-connected disability rating of 70% or higher. The surviving spouse or primary family caregiver of qualifying veterans may also be eligible. <https://www.ramseycounty.us/residents/property-home/taxes-values/homestead> or 651-266-2040

Tax Penalty Waiver

Property owners may request one penalty waiver per parcel once every 10 years for a late property tax payment. The waiver may be applied to either the first-half or second-half payment but not both. <https://www.ramseycounty.us/residents/property/taxes/pay-property-tax> or call 651-266-2222.

Abatement Requests due to Exceptional Hardship

Taxpayers who are affected by hospitalization or other medical emergencies have the right to request a property tax abatement from the County. The request may apply to penalties, interest and/or costs. If an abatement is not granted, the County will work with property owners to provide information on all available forms of tax relief available, including developing partial payment schedules. 651-266-2222

Next Steps



Staff recommends Council open the Public Hearing for comment.

Devin Massopust
City Manager
Devin.Massopust@newbrightonmn.gov

Gina Foschi
Finance Director
Gina.Foschi@newbrightonmn.gov



| | |
|------------------------|--------------------------|
| Agenda Section: | Council Business |
| Report Date: | 11/06/2025 |
| Meeting Date: | November 25, 2025 |

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Housing Action Plan Introduction & Survey

| | |
|--------------------------|---------------------|
| Action Requested: | |
| Public Hearing | Motion |
| Discussion | Informational |
| Form of Action: | |
| Resolution | Ordinance |
| Contract/Agreement | N/A or Other |
| Votes Needed: | |
| 3 Votes | 4 Votes |
| 5 Votes | N/A |

| | |
|---------------------------|---|
| Summary Statement: | The City of New Brighton was recently awarded a policy development grant from the Metropolitan Council for the creation of a Housing Action Plan. Breanne Kennedy from Thrive LLC will be present at Council's November 25th business meeting to lead a discussion regarding the Housing Action Plan and will go over initial feedback received from both the EDC and Equity Commissions. A survey for commissioners and Council members will also be introduced, and all feedback will be used to set the foundation for project work between now and July 2026. |
|---------------------------|---|

| | |
|-------------------------|--|
| Recommendations: | Participate in the discussion, pose questions as needed, and provide |
|-------------------------|--|

| | |
|--|--|
| | feedback on proposed next steps to ensure we are meeting Council needs and expectations. |
|--|--|

| | |
|------------------------------|---|
| Applicable Deadlines: | Council members will be asked to take a survey this month to provide direction on the three specific housing policies or programs to be created through this effort |
|------------------------------|---|

| | |
|--------------------------|--|
| Community Impact: | The policies or programs created through this planning effort, if done properly, should have a positive impact on housing within the City of New Brighton. |
|--------------------------|--|

| | |
|-----------------------------|---|
| Legislative History: | <p>Sept 2025 -- City Awarded a Met Council Policy Development Grant to complete a Housing Action Plan</p> <p>Oct 2025 -- Council authorized a contract with Thrive LLC to lead the Housing Action Plan efforts</p> <p>Nov 2025 -- EDC and Equity Commissions are presented with initial information, and are asked to participate in a survey to guide which programs or policies will be studied by this effort.</p> |
|-----------------------------|---|

| | | |
|----------------------------|-----------------------------|---|
| Strategic Priority: | Financial Sustainability | Staff Capabilities |
| | Economic Development | Community Engagement & Belonging |
| | City Assets | N/A |

| | | | | |
|-----------------------|--|-----------------|---------------------------------|---------------------|
| Fiscal Impact: | Financial Impact: Is there a financial consideration? | | No (grant funded effort) | Yes \$ |
| | Financing Sources: | | Budgeted | Budget Modification |
| | New Revenue | Use of Reserves | Other | |

| | | |
|---------------------|----|--|
| Attachments: | 1. | Intro to the Housing Action Plan (Slide Deck) |
| | 2. | Signed Professional Services Agreement with Thrive LLC |

New Brighton

Housing Action Plan Project Introduction

EDC Meeting – November 5, 2025

Equity Commission – November 20, 2025

City Council Meeting – November 25, 2025

Why are we doing
this?

Improve city's existing housing stock and build more housing for its residents

Plan for use of LAHA funds (state approved metro sales tax direct to cities)

Implement the plans from prior years

Leverage grant dollars from Metropolitan Council

Previous Work on Housing



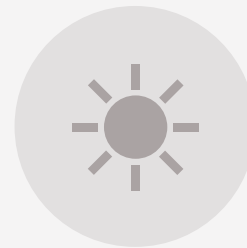
Housing Study



Comprehensive
Plan



Zoning Code



Climate Action
Plan

Other Recent Housing Initiatives



Creation of Accessory Dwelling Unit regulations



Revamping of the City's rental licensing approach to require licenses for ALL rentals (not just multifamily)



Tenant notification of potential building sale is now required



Short-term rental permit creation (i.e. Air B&B regs)



Updates to parking standards

Housing Policy/Programs

| Strategy | Source | Status |
|---|---------------------|-----------|
| Housing Development Fund Creation | Housing Study | |
| Establish a home re-hab program | Housing Study | |
| Mobile home revised rules that are enforceable | Housing Study | Completed |
| tenant notification ordinance | Housing Study | Completed |
| small home loan or grants for manufactured homes | Housing Study | |
| co-operative conversion support | Housing Study | |
| land trust conversion initiative | Housing Study | |
| rental license program re-vamp | Housing Study | Completed |
| developer recruitment for new housing developments, including senior co-ops | Housing Study | |
| allow multi-family in more areas of city - zoning | Housing Study | |
| ADUs- zoning | Housing Study | Completed |
| inclusionary housing ordinance or incentive program | Housing Study | |
| site selection and suitability/pre-development for market rate housing | Housing Study | |
| first time homebuyer DPA (first generation or existing NB renter DPA) | Comp Plan | |
| evaluate condition of existing housing stock | Comp Plan | |
| review code maintenance requirements | Comp Plan | |
| housing re-hab renovation program | Comp Plan | |
| infrastructure investment | Comp Plan | |
| housing committee | Comp Plan | |
| coordination with Section 8 program | Comp Plan | |
| Participate in local housing coalitions | Comp Plan | |
| Redevelopment strategies for Old Highway 8 and other key areas | Comp Plan | |
| Energy efficiency updates | Climate action Plan | |

Housing Finance Tools

Tax Increment Financing

Low Income Housing Tax Credit Support

Metropolitan Council grants

Minnesota Housing grants

Re-development Fund (pooled TIF)

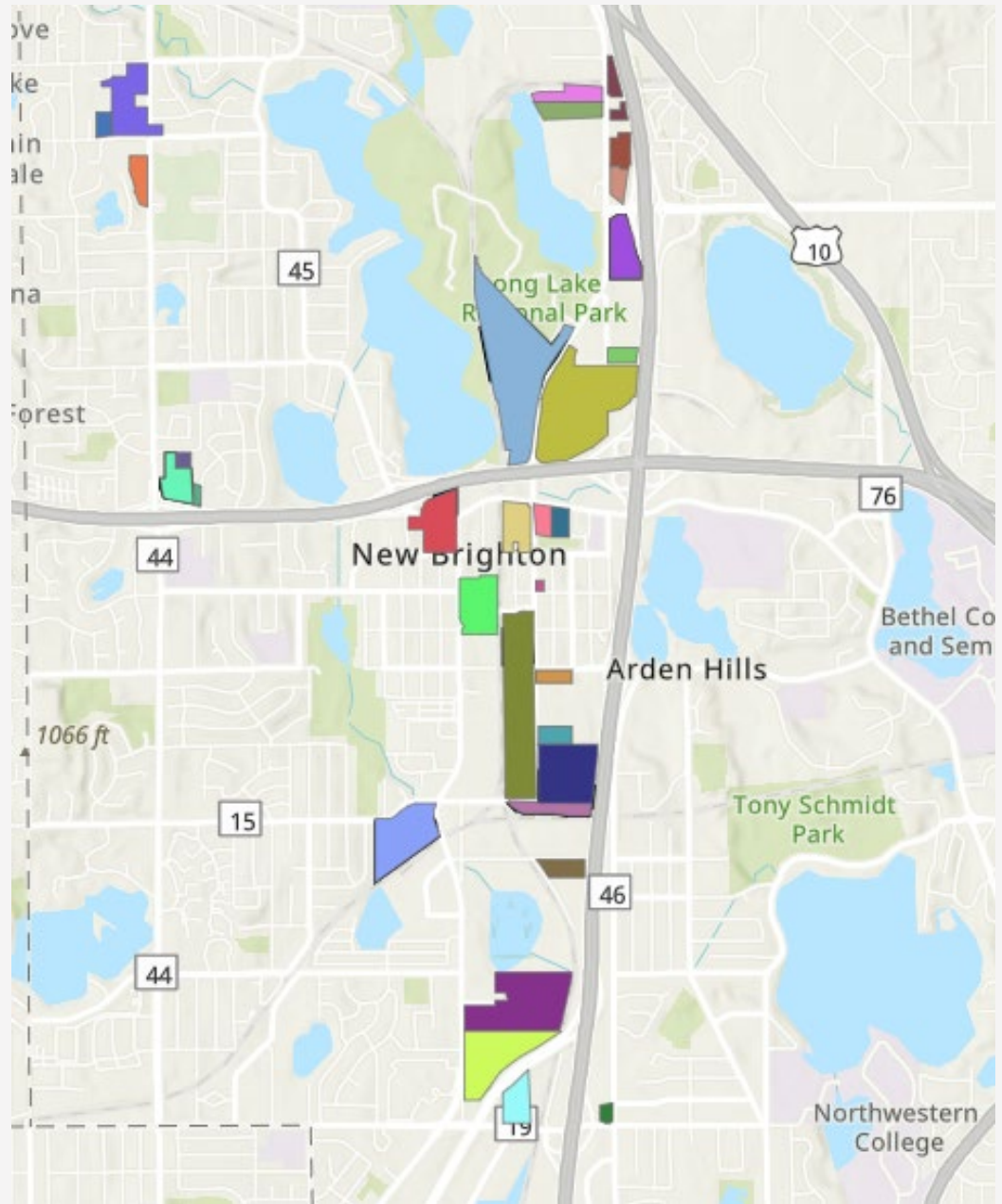
Tax Increment Financing Districts

- Estimated over \$226 million in new tax base from TIF districts for housing only*

*TIF #23, #34, and #35 properties participate in 4d (property tax incentive for affordable projects)

- 29 mapped TIF districts since 1987

| | # Decertified | # Active |
|----------------|---------------|----------|
| Housing use | 4 | 3 |
| Comm/Indus Use | 15 | 6 |
| Mixed Use | | 1 |
| Total | 19 | 10 |



What are we doing as
part of this project?

Phase I: Level-Setting and Project Introduction

- History of New Brighton housing and redevelopment initiatives
- Data summary and analysis
- What current plans say (summary)
- Council presentation to introduce and summarize current initiatives and garner feedback from them on desired housing direction
- Bi-weekly staff coordination meetings

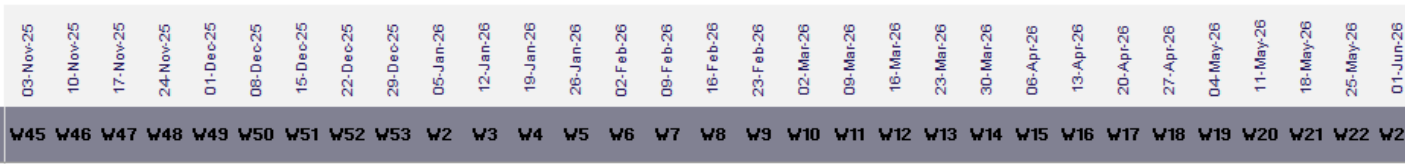
Phase II: Housing Action Plan Development

- Develop a Housing Action Plan, with feedback from Council and policymakers on priorities

Phase III: Policy Writing and Presentation

- Write and present **three** priority policy or programs, including research and policy writing

When will the work be completed?



| TASK ID | TASK NAME | START DATE | END DATE | WEEKS | W45 | W46 | W47 | W48 | W49 | W50 | W51 | W52 | W53 | W2 | W3 | W4 | W5 | W6 | W7 | W8 | W9 | W10 | W11 | W12 | W13 | W14 | W15 | W16 | W17 | W18 | W19 | W20 | W21 | W22 | W23 | | |
|---------|---------------------------------------|------------|------------|-------|-------------|-----|-----|-------------|-----|-----|-----|-----|-----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|--|
| 1 | Project Kick-Off and Duration | 11/4/2025 | 3/4/2026 | 18 | [Green bar] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.1 | Bi-Monthly staff check ins | 11/4/2025 | 3/4/2026 | | | x | | x | | x | | x | | x | | x | | x | | x | | x | | | | | | | | | | | | | | | |
| 1.2 | EDC/Council priority exercise | 11/25/2025 | 11/25/2025 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.2 | History, data, and analysis | 11/4/2025 | 11/19/2025 | | [Green bar] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.3 | Current plan summary | 11/4/2025 | 11/19/2025 | 3 | [Green bar] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.4 | slide deck | 11/25/2025 | 11/25/2025 | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.5 | council presentation-priorities | 11/25/2025 | 11/25/2025 | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.6 | Policy Survey | 11/1/2025 | 12/1/2025 | | [Green bar] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Draft housing action items | 11/25/2025 | 1/1/2026 | 6 | | | | [Green bar] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.1 | Slide deck | 1/1/2026 | 1/13/2026 | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.2 | Council presentation | 1/13/2026 | 1/13/2026 | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | Policy #1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.1 | Draft Policy | 1/1/2026 | 2/10/2026 | 7 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.2 | Slide deck | 2/1/2026 | 2/1/2026 | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.3 | Presentation to Council/Commissions | 2/1/2026 | 2/10/2026 | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | Policy #2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.1 | Draft policy | 2/1/2026 | 3/3/2026 | 6 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.2 | Slide deck | 2/18/2026 | 3/3/2026 | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.3 | Presentation to Council/Commission | 3/3/2026 | 3/4/2026 | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | Policy #3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.1 | Draft policy | 3/3/2026 | 4/2/2026 | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.2 | Slide deck | 4/7/2026 | 4/7/2026 | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.3 | Presentation to Council/Commission | 4/7/2026 | 4/7/2026 | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | Final Approval of All Policies | 5/12/2026 | 5/12/2026 | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

What does the Council
need to do?

1. Complete the Housing Action Priorities Survey!

<https://docs.google.com/forms/d/e/1FAIpQLSehaMu22ZSgck-fmgZv8Lu3B9rq1j3dDYazpQTXFyppltnEg/viewform?usp=header>



2. Review survey results from Council and Commissions and approve the work plan for policy development in the form of a Housing Action Plan (January)

3. Consider 3 Housing Policy/Programs, one at a time and provide feedback (February, March, and April)

4. Review all final versions of all three policies and approve (May and June)

One Month Look Ahead

January

- Evaluate Survey Data
- Present to EDC, Equity Commission, and Council
- Develop a 3 year housing action plan and use of LAHA funds
- Start drafting top selected housing policies or programs

RESOLUTION *2025-067*
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION ACCEPTING A METROPOLITAN COUNCIL POLICY DEVELOPMENT
GRANT, AND GRANTING AUTHORIZATION TO ENTER INTO A CONTRACT WITH
THRIVE LLC TO COMPLETE A HOUSING ACTION PLAN

WHEREAS, the City of New Brighton is a participant in the Livable Communities Act's Local Housing Incentives Account Program as determined by the Metropolitan Council, and is therefore eligible to apply for Livable Communities Act Policy and Program Development funds; and

WHEREAS, the City identified the creation of a Housing Action Plan as an activity that met the program's purposes and criteria, and was consistent with and promoted the purposes of the Metropolitan Livable Communities Act and the policies of the Metropolitan Council; and

WHEREAS, the City Council of the City of New Brighton authorized staff to pursue LCA Policy Development funds on July 8th, 2025; and

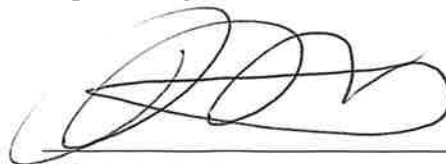
WHEREAS, the Metropolitan Council approved the City's application for LCA Policy Development funds on September 10, 2025;

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of New Brighton hereby accepts the \$39,000 Livable Communities Act Policy and Program Development Grant from the Metropolitan Council; and

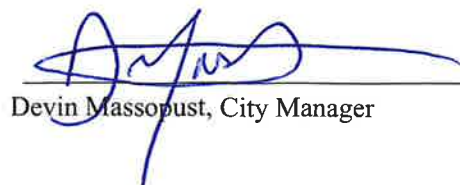
BE IT FURTHER RESOLVED, that the mayor and City Manager are authorized to enter into a grant agreement with the Metropolitan Council once received and following review by the City's legal counsel; and

BE IT FURTHER RESOLVED, that the mayor and City Manager are authorized to execute a consulting services agreement with Thrive LLC, attached as Exhibit A, once the grant agreement with the Metropolitan Council has been executed and finalized.

Adopted this 28th day of October, 2025, by the New Brighton City Council with a vote of 4 ayes and 0 nays. (*Dunsworth Absent*)



Kari Niedfeldt-Thomas, Mayor



Devin Massopust, City Manager

ATTEST:


Terri Spangrud, City Clerk

Exhibit A:

Agreement for Professional Services with Thrive LLC

(7 pages)

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (this "Agreement"), made this 28th day of October, 2025, by and between the City of New Brighton, a Minnesota municipal corporation with its principal office located at: 803 Old Highway 8 NW, New Brighton, Minnesota 55112 (the "City") and Thrive Consultancy, LLC, a Minnesota limited liability company with its principal office located at 3816 Garfield Av, Minneapolis, MN 55409 ("Contractor").

I. SERVICES TO BE PROVIDED.

Contractor will provide the City with the services listed on the attached Exhibit A (the "Services"). The Services provided by Contractor under this Agreement shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar services.

II. COST OF PRODUCTS AND SERVICES.

The City shall pay Contractor up to \$39,000 as compensation for the Services set forth in Exhibit A. The Services to be performed under this Agreement shall commence on the date that it is signed by both parties. Contractor shall send the City six monthly invoices in the amount of \$6,500 each. Invoices shall be paid by the City within 10 business days of the first available City Council meeting following receipt of the invoice.

The City shall not be responsible for payment for any additional costs or work performed by Contractor that is not listed on the attached Exhibit A unless it is expressly pre-approved by the City in writing.

III. CITY'S RESPONSIBILITIES.

The City shall provide Contractor with available relevant materials pertaining to the Services to be performed by Contractor.

IV. TERMINATION OF AGREEMENT.

The City may terminate this Agreement at any time for any reason or no reason at all. The parties, by mutual agreement, may terminate this Agreement at any time. In the event of termination, Contractor shall be paid for all services rendered as of the date of termination.

V. WORK PRODUCTS AND OWNERSHIP OF DOCUMENTS.

Any reports, studies, records, information, plans, drawings, or other work products prepared and developed in connection with the provision of services pursuant to this Agreement shall become the property of the City upon delivery to City representatives.

VI. INDEPENDENT CONTRACTOR.

All services provided pursuant to this Agreement shall be provided by Contractor as an independent contractor and not as an employee of the City for any purpose. Any and all officers, employees, subcontractors, and agents of Contractor, or any other person engaged by Contractor in the performance of work or services pursuant to this Agreement, shall not be considered employees of the City. Any and all actions which arise as a consequence of any act or omission on the part of Contractor, its officers, employees, subcontractors, or agents, or other persons engaged by Contractor in the performance of work or services pursuant to this Agreement, shall not be the obligation or responsibility of the City. Contractor, its officers, employees, subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the City's employees, except as otherwise stated herein.

VII. INDEMNIFICATION.

Contractor and any and all officers, employees, subcontractors, and agents of Contractor, or any other person engaged by Contractor in the performance of work or services pursuant to this Agreement, shall indemnify, defend, and hold harmless the City and its officials, employees, contractors and agents from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by Contractor, its officers, employees, subcontractors, and agents, or any other person engaged by Contractor in the performance of services provided by Contractor pursuant to this Agreement. In no event shall the City be liable to Contractor for consequential, incidental, indirect, special, or punitive damages.

VIII. INSURANCE.

Contractor agrees to maintain, at its expense, statutory workers' compensation insurance coverage. Contractor also agrees to maintain, at its expense, general commercial liability insurance coverage insuring Contractor against claims for bodily injury, death, or property damage arising out of Contractor's general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,500,000. Upon request of the City, Contractor shall provide the City with certificates of insurance, showing evidence of the required coverage. Contractor shall name the City as an additional insured on its general commercial general liability insurance policy.

IX. MISCELLANEOUS PROVISIONS.

A. Entire Agreement.

This Agreement shall constitute the entire agreement between the City and Contractor and supersedes any other written or oral agreements between the City and Contractor. This Agreement can only be modified in writing signed by the City and Contractor.

B. Data Practices Act Compliance.

Data provided, produced or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Contractor will immediately report to the City any requests from third parties for information relating to this Agreement. Contractor agrees to promptly respond to inquiries from the City concerning data requests.

C. Choice of Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the parties waive any objections to jurisdiction.

D. No Assignment.


This Agreement may not be assigned by either party.

E. Compliance with Laws.

Contractor shall exercise due professional care to comply with applicable federal, state and local laws, rules, ordinances and regulations in performing the Services under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

CITY OF NEW BRIGHTON

By: 
Kari Niedfeldt-Thomas
Its: Mayor

By: 
Devin Massopust
Its: City Manager

CONTRACTOR

THRIVE CONSULTING, LLC

By: *Breanne Kennedy*

Its: Founder and President, Thrive Consultancy,
LLC

EXHIBIT A

Description of Services to be Provided by Contractor/Contractor's Proposal



Date: July 1, 2025

To: Ben Gozola, Assistant Director of Community Assets and Development, City of New Brighton

From: Breanne Rothstein, Founder of Thrive

Re: Proposal to Provide a Housing Action Plan, including a LAHA Use Policy

Goals:

- To advance the quality and amount of housing in New Brighton.
- To achieve alignment with policymakers on housing actions for the next 1 to 3 years.

Project Overview

This scope includes the development and delivery of Housing Action Plan for the City of New Brighton that incorporates a plan for use of Local Housing Aid (LAHA) funds from the state's new metro sales tax. The work is proposed to be completed in three phases. Phase I is the level setting, and council engagement and discussion to gather desires and feedback. Phase II is to identify the implementation/action plan items specific to advancing the development of housing in New Brighton. The last phase, the bulk of this project, lies in the implementation of the action plan, which includes drafting and presenting up to 3 new housing policies or programs identified in the action plan.

Tasks and Deliverables for Housing Action Plan/LAHA Use Policy

- **Phase I: Level-Setting and Project Introduction**
 - history of New Brighton housing and redevelopment initiatives
 - data summary and analysis
 - what current plans say (summary)
 - Council presentation to introduce and summarize current initiatives and garner feedback from them on desired housing direction
 - bi-weekly staff coordination meetings



Deliverables and Timeline:

- slide deck
- Council presentation
- October/November 2025 (timeline is approximate)

● **Phase II: Housing Action Plan**

- using the feedback from staff, Council, and current planning efforts, develop a list of housing action items, including, but not limited to:
 - housing revolving loan fund
 - inclusionary housing policy
 - zoning analysis and reform, as needed
 - housing development fund policy
- identify timeline, funding sources (including LAHA), and priority of the City Council

Deliverables and Timeline:

- slide deck
- Draft Housing Action Plan (1 to 3 years)
- Council presentation and prioritization exercise
- December 2025/January 2026

● **Phase III: Policy Writing**

This includes advancing three priority policy or programs, including research, policy writing, and presentation at City Council.

Deliverables and Timeline:

- slide deck and draft policy #1 – February 2026
- slide deck and draft policy #2 – March 2026
- slide deck and draft policy #3 – April 2026

These can be combined as needed to accommodate Council schedules.

Project Timeline:

It is anticipated that this work would be completed over a six month period, starting near October 2025. The exact timeline will vary based on execution of a grant agreement with Met Council for the work.

**Project Fee:**

This plan is proposed to be completed for \$39,000 for six months of work, payable on a monthly basis of \$6,500.

About Breanne

Breanne Rothstein, AICP offers over 20 years of experience in community development and project management. She is passionate about project implementation and bringing vision to reality through complex project financing and public/private partnerships. Breanne is founder and CEO of Thrive Consulting, a firm that seeks to advance economic inclusion and bring financial resources from federal, state, and philanthropy to local communities. She specializes in advancing policy, programs, and projects through active City Council engagement. Most recently, Breanne has helped Maplewood and Brooklyn Center in the development of EDA Strategic and Action plans to complete actions to bring more housing to their community. Breanne has worked on multi-million dollar partnerships like the Brooklyn Park Small Business Center, over a dozen housing projects, 20 comprehensive plans, and has been instrumental in getting more housing in communities. She has also helped cities deliver several multi-use, large development projects serving on the city side and working closely with developers. She is active in ULI, APA, and several other professional organizations. Breanne is committed to active listening, lifelong learning, and working collaboratively to solve tough problems.