



**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 April 14, 2026**

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

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

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



I. Call to Order and Roll Call

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

II. Pledge of Allegiance

III. Public Comment Forum

IV. Approval of Agenda

V. Special Order of Business

VI. Consent Agenda

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

- a. 2026.03.24 City Council Worksession Minutes
- b. 2026.03.24 City Council Meeting Minutes
- 3. Accept Receipt of Commission Minutes
 - a. February 19, 2026 - Equity Commission Meeting
- 4. Resolution Approving a 2025 SCORE Grant amendment to amend the base funding amount being given to the City in 2025, changing some agreement provisions, and updating the agreement term from an additional 4 years to an additional 3 years (through 2029).
- 5. Consider Resolution Appointing Individuals to Public Agencies
- 6. Consider Resolution Appointing Acting Mayor
- 7. Consider Resolution Designating a New Polling Place for Precinct 8
- 8. Consider Memorandum of Understanding between Law Enforcement Labor Services Local No. 113 and the City of New Brighton regarding Multilingual Pay Policy
- 9. Consider Approval of Contract Amendment with WSB Associates, Inc. for Additional Construction Administration Services at Hansen Park West
- 10. Consider Resolution Restricting Parking on Innsbruck Drive from Silver Lake Road to City Limits
- 11. Consider Resolution Restricting Parking on 7th Street NW from Silver Lake Road to 8th Avenue NW
- 12. A Resolution Exercising the City's Authority to Opt in to, and Support, the Ramsey County Economic Development Agency (EDA)
- 13. Consider Resolution Declaring Adequacy of Petition and Ordering Preparation of Report
- 14. Consider a resolution to establish the New Brighton Home Improvement Program, direct the use of LAHA dollars for the program, and to authorize staff to enter into a contract with the Center for Environment and Energy (CEE) to administer the program.

VII. Public Hearings

- 1. Consider Resolution Ordering Project and Authorizing Preparation of Plans and Specifications for City Project 26-1, 2026 Street Rehabilitation

VIII. Council Business

- 1. Consider Resolution to include Mimosa Lane in City Project 26-1, 2026 Street Rehabilitation

2. Data Centers Moratorium
 - a. Consider Adoption of Ordinance 931: Establishing a Moratorium on Data Centers
 - b. Consider a Resolution of Summary Publication for Ordinance 931

IX. Commission Liason Reports, Announcements, and Updates

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

X. Adjournment



Agenda Section:	Consent Agenda
Meeting Date:	April 14, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of Payments

Action Requested:
Motion

Form of Action:
Other

Votes Needed:
3 Votes

Summary Statement:	<p>The following summary of claims have been submitted to the City’s Finance Department for payment. A detailed listing is also attached.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>EFT:</td> <td>\$2,847,796.57</td> </tr> <tr> <td>ACH:</td> <td>\$904,376.43</td> </tr> <tr> <td>Check:</td> <td>\$130,598.65</td> </tr> <tr> <td>Total:</td> <td>\$3,882,771.65</td> </tr> </table>	EFT:	\$2,847,796.57	ACH:	\$904,376.43	Check:	\$130,598.65	Total:	\$3,882,771.65
EFT:	\$2,847,796.57								
ACH:	\$904,376.43								
Check:	\$130,598.65								
Total:	\$3,882,771.65								

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

Applicable Deadlines: The Council Meeting immediately following the disbursement of funds.

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

Legislative History:	Minnesota Statute 412.271 requires the City Council to approve all payments of claims. Per the City’s Purchasing Policy, the City Council delegates to the City Manager or his/her designee its authority to pay claims prior to obtaining Council approval. A list of all payments are to be provided to the City Council at the next available Council meeting, and earlier payment does not affect the right of the City Council or any taxpayer to challenge the validity of a claim.
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Strategic Priority:	<u>Operational Effectiveness</u>
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Fiscal Impact:	Financial Consideration?	No Yes: <u>\$3,882,771.65</u>
	Revenue/Expenditure Amount:	\$
	Financing Source:	<u>Budgeted</u> <u>Budget Modification</u> <u>Revenue</u> <u>Other</u> <u>N/A</u>
	Notes:	

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

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
03/16/2026	VANCO PAYMENT SOLUTIONS	MONTHLY VANCO FEES 2026 02 FEBRUARY	13.71
03/16/2026	VANCO PAYMENT SOLUTIONS	MONTHLY VANCO FEES 2026 02 FEBRUARY	27.43
03/16/2026	VANCO PAYMENT SOLUTIONS	MONTHLY VANCO FEES 2026 02 FEBRUARY	27.43
			<u>68.57</u>
03/13/2026	MN DEPT OF REVENUE	FEBRUARY 2026 SALES TAX	(200.79)
03/13/2026	MN DEPT OF REVENUE	FEBRUARY 2026 SALES TAX	8,080.16
03/13/2026	MN DEPT OF REVENUE	FEBRUARY 2026 SALES TAX	1,739.49
03/13/2026	MN DEPT OF REVENUE	FEBRUARY 2026 SALES TAX	1,074.14
03/13/2026	MN DEPT OF REVENUE	FEBRUARY 2026 SALES TAX	495.49
03/13/2026	MN DEPT OF REVENUE	FEBRUARY 2026 SALES TAX	108.05
03/13/2026	MN DEPT OF REVENUE	FEBRUARY 2026 SALES TAX	2,153.17
03/13/2026	MN DEPT OF REVENUE	FEBRUARY 2026 SALES TAX	0.00
03/13/2026	MN DEPT OF REVENUE	FEBRUARY 2026 SALES TAX	167.29
			<u>13,617.00</u>
03/13/2026	MN DEPT OF REVENUE	FEB FUEL TAX	229.50
03/12/2026	XCEL ENERGY	TRAFFIC SIGNAL T0908 & T0684 02/04-02/17/26	45.44
03/06/2026	EFTPS	Remittance Check	46,880.62
03/06/2026	EFTPS	Remittance Check	20,038.19
03/06/2026	EFTPS	Remittance Check	20,038.19
03/06/2026	EFTPS	Remittance Check	6,935.50
03/06/2026	EFTPS	Remittance Check	6,935.50
			<u>100,828.00</u>
03/06/2026	HSA	Remittance Check	15,204.25
03/06/2026	HSA	Remittance Check	8,598.08
			<u>23,802.33</u>
03/06/2026	MISSIONSQUARE	Remittance Check	12,223.71
03/06/2026	MISSIONSQUARE	Remittance Check	125.00
03/06/2026	MISSIONSQUARE	Remittance Check	2,170.00
			<u>14,518.71</u>
03/06/2026	MN CHILD SUPPORT	Remittance Check	308.72
03/06/2026	MN DCP	Remittance Check	1,825.00
03/06/2026	PERA	Remittance Check	20,268.46
03/06/2026	PERA	Remittance Check	20,268.46
03/06/2026	PERA	Remittance Check	18,971.83
03/06/2026	PERA	Remittance Check	28,457.66
03/06/2026	PERA	Remittance Check	58.34
03/06/2026	PERA	Remittance Check	58.34
03/06/2026	PERA	Remittance Check	3,118.28
			<u>91,201.37</u>
03/06/2026	RETIREMENT HEALTH SAVINGS PLAN	Remittance Check	7,756.36
03/06/2026	ROTH IRA	Remittance Check	2,518.30
03/06/2026	STATE TAXES	Remittance Check	19,976.76
03/20/2026	EFTPS	Remittance Check	45,707.13
03/20/2026	EFTPS	Remittance Check	19,189.39
03/20/2026	EFTPS	Remittance Check	19,189.39
03/20/2026	EFTPS	Remittance Check	6,734.13
03/20/2026	EFTPS	Remittance Check	6,734.13
			<u>97,554.17</u>
03/20/2026	HSA	Remittance Check	8,598.08
03/20/2026	MISSIONSQUARE	Remittance Check	2,170.00
03/20/2026	MISSIONSQUARE	Remittance Check	142.86
03/20/2026	MISSIONSQUARE	Remittance Check	12,223.71
			<u>12,223.71</u>

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
			14,536.57
03/20/2026	MN CHILD SUPPORT	Remittance Check	308.72
03/20/2026	MN DCP	Remittance Check	1,825.00
03/20/2026	PERA	Remittance Check	3,037.88
03/20/2026	PERA	Remittance Check	27,973.29
03/20/2026	PERA	Remittance Check	18,648.89
03/20/2026	PERA	Remittance Check	19,746.00
03/20/2026	PERA	Remittance Check	19,746.00
			<u>89,152.06</u>
03/20/2026	RETIREMENT HEALTH SAVINGS PLAN	Remittance Check	2,701.28
03/20/2026	ROTH IRA	Remittance Check	2,489.74
03/20/2026	STATE TAXES	Remittance Check	19,557.75
03/10/2026	3RD LAIR SKATEPARK - CC	DEPOSIT FOR SKATEBOARDING CAMP	300.00
03/10/2026	4ALLPROMOS-CC	TOTS + TIRES EVENT GIVEAWAYS	452.46
03/10/2026	Ace Waste-cc	MARCH WASTE DISPOSAL SERVICES	352.39
03/10/2026	Ace Waste-cc	MARCH WASTE DISPOSAL SERVICES	1,090.26
03/10/2026	Ace Waste-cc	MARCH WASTE DISPOSAL SERVICES	2,047.79
03/10/2026	Ace Waste-cc	MARCH WASTE DISPOSAL SERVICES	632.49
03/10/2026	Ace Waste-cc	MARCH WASTE DISPOSAL SERVICES	1,090.26
03/10/2026	Ace Waste-cc	MARCH WASTE DISPOSAL SERVICES	156.40
			<u>5,369.59</u>
03/10/2026	ALLSTREAM - CC	HOSTED PHONE SYSTEM	3,638.97
03/10/2026	ALTA - CC	NAME PLAQUES FOR YEARLY AWARD WINNERS	28.00
03/10/2026	ALTA - CC	RETIREMENT AMBASSADOR - DAWN MEHSIKOMER	166.95
			<u>194.95</u>
03/10/2026	AMAZON	RUBBER GLOVES FOR SHOP	118.54
03/10/2026	AMAZON WEB SERVICES - CC	HOSTED WEB SERVICES	48.03
03/10/2026	AMAZON.COM-cc	TONER CARTIDGE MECHANIC OFFICE PRINTER	179.99
03/10/2026	AMAZON.COM-cc	LABEL TAPE	22.88
03/10/2026	AMAZON.COM-cc	UMBRELLA & DISH SOAP DISPENSER BRUSH	102.88
03/10/2026	AMAZON.COM-cc	DISPOSABLE BLANKETS FOR HOLDING CELLS	191.52
03/10/2026	AMAZON.COM-cc	FRAMES FOR ANNUAL MEETING AWARDS, BATTERIES, COFFEE CREAMER	228.01
03/10/2026	AMAZON.COM-cc	POSTCARDS FOR FIRE BANQUET INVITES, WITE OUT	14.96
03/10/2026	AMAZON.COM-cc	POSTCARDS FOR FIRE BANQUET INVITES, WITE OUT	42.40
03/10/2026	AMAZON.COM-cc	2026 TICKET NUMBER ROLLS 10	149.92
03/10/2026	AMAZON.COM-cc	SUBMERSIBLE PUMP FOR WATER REMOVAL	503.05
03/10/2026	AMAZON.COM-cc	E. VOLK PHONE CASE	2.09
03/10/2026	AMAZON.COM-cc	E. VOLK PHONE CASE	24.99
03/10/2026	AMAZON.COM-cc	PENS FOR PUBLIC SAFETY	72.84
03/10/2026	AMAZON.COM-cc	REPLACEMENT STAPLERS FOR PASSPORTS	132.27
03/10/2026	AMAZON.COM-cc	COFFEE SUPPLIES - ORGANIC SUGAR IN THE RAW	62.64
03/10/2026	AMAZON.COM-cc	RING CUTTER	23.81
03/10/2026	AMAZON.COM-cc	STRAPS FOR TRUCKS	19.33
03/10/2026	AMAZON.COM-cc	BASKETBALL HOOP NETS	29.25
03/10/2026	AMAZON.COM-cc	SAFETY SUNGLASSES	57.57
03/10/2026	AMAZON.COM-cc	ALCOHOL WIPES FOR LB EYE MACHINE	926.82
03/10/2026	AMAZON.COM-cc	SHOP PINS SHOP STOCK	37.27
03/10/2026	AMAZON.COM-cc	MARKERS FOR EVIDENCE ROOM	17.89
03/10/2026	AMAZON.COM-cc	VEHICLE INSPECTION SHEETS SHOP STOCK	36.99
03/10/2026	AMAZON.COM-cc	#048 TRAILER CONNECTOR	39.59
03/10/2026	AMAZON.COM-cc	TPMS PROGRAMMER SHOP	259.00
03/10/2026	AMAZON.COM-cc	TEST LIGHT SHOP	23.98
03/10/2026	AMAZON.COM-cc	#2306 4-PIN CONNECTOR / SALTER	25.98
03/10/2026	AMAZON.COM-cc	BINDERS FOR WATER INFO	248.29

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
03/10/2026	AMAZON.COM-cc	2 CORPORATE MINUTE BOOKS PER TERRI SPANGRUD	416.32
03/10/2026	AMAZON.COM-cc	HDMI CABLES FOR HANSEN PARK	10.60
03/10/2026	AMAZON.COM-cc	HDMI/USB CABLES FOR HANSEN PARK	35.31
03/10/2026	AMAZON.COM-cc	TEA FOR BREAKROOM AT CITY HALL	51.24
03/10/2026	AMAZON.COM-cc	LEDGER SHEETS FOR CORPORATE MINUTE BOOKS PER TERRI SPANGRUD	43.70
03/10/2026	AMAZON.COM-cc	BATTERIES AND ADHESIVE PATCH	46.88
03/10/2026	AMAZON.COM-cc	OFFICE SUPPLIES	38.99
03/10/2026	AMAZON.COM-cc	OFFICE SUPPLIES	43.23
03/10/2026	AMAZON.COM-cc	OFFICE SUPPLIES	136.82
03/10/2026	AMAZON.COM-cc	OFFICE SUPPLIES	170.40
03/10/2026	AMAZON.COM-cc	PHONE CASES AND PROTECTION	65.97
03/10/2026	AMAZON.COM-cc	YUBIKEY	68.00
03/10/2026	AMAZON.COM-cc	ERGONOMIC MICE FOR PASSPORT OFFICES	209.97
03/10/2026	AMAZON.COM-cc	CELLPHONE CASE	29.00
03/10/2026	AMAZON.COM-cc	WALL MOUNT PATCH PANEL KIT	96.73
03/10/2026	AMAZON.COM-cc	REPLACEMENT TV FOR AUSTIN SONTERRE'S OFFICE	149.99
03/10/2026	AMAZON.COM-cc	SCANNER FOR LB AND CELLPHONE CASES	456.92
03/10/2026	AMAZON.COM-cc	SCREWS, ZIP TIES, VELCRO, PHONE CASE	55.86
03/10/2026	AMAZON.COM-cc	RAM FOR TERRI AND LAPTOP CHARGERS	411.99
03/10/2026	AMAZON.COM-cc	PHONE CASE AND PROTECTORS	46.97
03/10/2026	AMAZON.COM-cc	SCREWS AND STORAGE CONTAINERS	103.39
03/10/2026	AMAZON.COM-cc	SHIPPING REIMBURSEMENT FOR BINDERS	(11.64)
03/10/2026	AMAZON.COM-cc	SHIPPING REIMBURSEMENT FOR BINDERS	(3.88)
03/10/2026	AMAZON.COM-cc	SHIPPING REIMBURSEMENT FOR BINDERS	(11.64)
03/10/2026	AMAZON.COM-cc	SHIPPING REIMBURSEMENT FOR BINDERS	(9.69)
03/10/2026	AMAZON.COM-cc	SHIPPING REIMBURSEMENT FOR BINDERS	(11.64)
03/10/2026	AMAZON.COM-cc	RETURN OF HDMI CABLES FOR HANSEN	(10.00)
03/10/2026	AMAZON.COM-cc	RETURN OF HDMI CABLES FOR HANSEN	(10.60)
			<hr/>
			6,095.40
03/10/2026	AMERICAN FLOOR MATS - CC	LOGO'D MATS FOR HANSEN	739.08
03/10/2026	AMERICAN RED CROSS - CC	CPR CERTIFICATION RED CROSS FEES	336.00
03/10/2026	AMERICAN RED CROSS - CC	CPR TRAINING SUPPLIES	138.26
03/10/2026	AMERICAN RED CROSS - CC	CPR TRAINING SUPPLIES	11.57
			<hr/>
			485.83
03/10/2026	APA MN - CC	2026 NATONAL PLANNING CONFERENCE	910.00
03/10/2026	APPLE SPICE - CC	INTERVIEW PANEL LUNCH - POLICE	118.99
03/10/2026	ARCHETYPE SIGNMAKERS INC-cc	WAYFINDING SIGNAGE - MAINTENCE SHOP	1,435.00
03/10/2026	Aspen Mills-cc	S. BONCZEK INITAL UNIFORM	2,113.67
03/10/2026	Aspen Mills-cc	G. SPRINGER JACKET AND PANTS	166.00
03/10/2026	Aspen Mills-cc	J. SUPER GLOVES (DAMAGED DURING CALL)	39.85
03/10/2026	Aspen Mills-cc	J. BERGER NAME TAG AND TIE	19.85
03/10/2026	Aspen Mills-cc	B. COOK MAG POUCH	51.85
03/10/2026	Aspen Mills-cc	CLIPS AND BELTS FOR EXPLORERS	571.35
03/10/2026	Aspen Mills-cc	A. KADID UNIFORM	221.35
03/10/2026	Aspen Mills-cc	J. BERGER CLASS A JACKET	83.95
03/10/2026	Aspen Mills-cc	A. MARTINZES RESERVE UNIFORM	281.60
03/10/2026	Aspen Mills-cc	C. ELLIOTT PSO UNIFORM	1,536.51
			<hr/>
			5,085.98
03/10/2026	ATLASSIAN - CC	HOSTED KNOWLEDGEBASE	10.00
03/10/2026	Batteries Plus-cc	C BATTERIES	55.80
03/10/2026	Batteries Plus-cc	LITHIUM AND NUON BATTERIES	26.30
			<hr/>
			82.10
03/10/2026	BEDFORD INDUSTRIES INC - CC	PICNIC TABLES FOR SHOP	834.84
03/10/2026	BEISSWENGERS HARDWARE-cc	SANDING BLOCKS PAINT SUPPLIES FOR OFFICERS ROOM	23.96
03/10/2026	BEISSWENGERS HARDWARE-cc	STORAGE TOTE FOR NEW PUMP ON A498	8.99

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
03/10/2026	BEISSWENGERS HARDWARE-cc	SPRAYER FOR CHEMICALS ON MOWERS & PLOWS	19.99
03/10/2026	BEISSWENGERS HARDWARE-cc	DUCT TAPE FOR FIRE TRUCKS	47.96
03/10/2026	BEISSWENGERS HARDWARE-cc	HARDWARE FOR BENCHES	49.95
03/10/2026	BEISSWENGERS HARDWARE-cc	CHAINSAW CHAINS	110.97
03/10/2026	BEISSWENGERS HARDWARE-cc	DISH SOAP FOR LIFT STATION	9.98
03/10/2026	BEISSWENGERS HARDWARE-cc	ELECTRICAL SUPPLIES/ TOOLS NBCC	202.96
03/10/2026	BEISSWENGERS HARDWARE-cc	CLEANING MATERIAL	88.10
03/10/2026	BEISSWENGERS HARDWARE-cc	CHAIN	4.78
03/10/2026	BEISSWENGERS HARDWARE-cc	CHAIN	0.40
03/10/2026	BEISSWENGERS HARDWARE-cc	KEY COPIES	6.59
03/10/2026	BEISSWENGERS HARDWARE-cc	KEY COPIES	0.55
			<hr/>
			575.18
03/10/2026	BOOZHOO - CC	DINNER AT MAHNOMEN FIRE SCHOOL 2/21/26	10.67
03/10/2026	BRODIN STUDIOS, INC.-cc	POLICE OFFICER OF THE YEAR AWARD	295.00
03/10/2026	BRODIN STUDIOS, INC.-cc	FIRE FIGHTER OF THE YEAR AWARD	265.29
			<hr/>
			560.29
03/10/2026	CARHARTT RETAIL - CC	PANTS - DAVIN 2026	172.72
03/10/2026	CDW GOVERNMENT-cc	ANNUAL COMPUTER REPLACEMENT	1,925.00
03/10/2026	CDW GOVERNMENT-cc	ANNUAL COMPUTER REPLACEMENTS	9,970.00
03/10/2026	CDW GOVERNMENT-cc	ANNUAL COMPUTER REPLACEMENTS	3,222.00
03/10/2026	CDW GOVERNMENT-cc	ANNUAL COMPUTER REPLACEMENTS	13,962.00
			<hr/>
			29,079.00
03/10/2026	CENTURYLINK - CC	INTERNET SERVICE	801.19
03/10/2026	CENTURYLINK - CC	PHONE SERVICE	72.55
03/10/2026	CENTURYLINK - CC	PHONE SERVICE	196.05
03/10/2026	CENTURYLINK - CC	PHONE SERVICE	70.57
03/10/2026	CENTURYLINK - CC	PHONE SERVICE	141.14
03/10/2026	CENTURYLINK - CC	PHONE SERVICE	196.05
03/10/2026	CENTURYLINK - CC	PHONE SERVICE	65.35
03/10/2026	CENTURYLINK - CC	PHONE SERVICE	457.45
03/10/2026	CENTURYLINK - CC	PHONE SERVICE	65.35
			<hr/>
			2,065.70
03/10/2026	CHEWY.COM - CC	DOG FOOD FOR K9 TATER	78.29
03/10/2026	CINTAS - CC	NBCC MAT CLEANING	574.64
03/10/2026	CINTAS - CC	RUGS FOR CITY HALL	452.80
			<hr/>
			1,027.44
03/10/2026	CITY OF BROOKLYN PARK - CC	1 DAY BASIC CRYPTO INVESTIGATIONS M. SMITH	100.00
03/10/2026	COLBERT ENGRAVING & TROPHIES-CC	NAME TAG FOR A. VICK, G. SPRINGER	28.50
03/10/2026	COLLINS ELECTRICAL + TECHNOLOGY -CC	HANSEN PARK FIBER INSTALLATION	4,450.00
03/10/2026	COMCAST CABLE-cc	NBCC FITNESS CENTER TVS	130.70
03/10/2026	COMCAST CABLE-cc	CABLE TV	150.08
03/10/2026	COMCAST CABLE-cc	INTERNET SERVICE	134.19
03/10/2026	COMCAST CABLE-cc	PHONE SERVICE	106.84
03/10/2026	COMCAST CABLE-cc	PHONE SERVICE	85.39
03/10/2026	COMCAST CABLE-cc	PHONE SERVICE	85.39
03/10/2026	COMCAST CABLE-cc	PHONE SERVICE	172.91
03/10/2026	COMCAST CABLE-cc	INTERNET SERVICE	130.66
03/10/2026	COMCAST CABLE-cc	INTERNET SERVICE	180.98
			<hr/>
			1,177.14
03/10/2026	CONSTANT CONTACT - CC	P+R TABLET SUBSCRIPTION	175.00
03/10/2026	CORE & MAIN - CC	H2O METERS	1,557.30
03/10/2026	COSTCO WHOLESALE-CC	HEALTHY SNACKS FOR WELLNESS COMMITTEE	93.84
03/10/2026	COSTCO WHOLESALE-CC	TRASH LINERS/CANDY,H2O,POP,CHIPS FOR RESALE	19.29

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
03/10/2026	COSTCO WHOLESALE-CC	TRASH LINERS/CANDY,H2O,POP,CHIPS FOR RESALE	539.93
03/10/2026	COSTCO WHOLESALE-CC	PLATES/BOWLS	30.48
			<u>683.54</u>
03/10/2026	CRAGUNS LODGE AND GOLF RE-cc	HOTEL FOR T. HAMDORF MNICS CONFERENCE	138.51
03/10/2026	CRIME SCENE - CC	CRIME SCENCE TENT MARKERS	185.00
03/10/2026	CRISPI - CC	BOOTS FOR SWAT OPERATION	32.91
03/10/2026	CRISPI - CC	BOOTS FOR SWAT OPERATION	392.99
			<u>425.90</u>
03/10/2026	CUB FOODS-cc	CAKE AND BEVERAGES FOR ANNUAL MEETING	53.13
03/10/2026	CUB FOODS-cc	CAKE AND BEVERAGES FOR ANNUAL MEETING	53.14
03/10/2026	CUB FOODS-cc	CAKE AND BEVERAGES FOR ANNUAL MEETING	(2.05)
03/10/2026	CUB FOODS-cc	DONUTS FOR COFFEE WITH A COP	23.96
03/10/2026	CUB FOODS-cc	SOFTENER SALT FOR P.S.	212.25
03/10/2026	CUB FOODS-cc	SOFTENER SALT FOR P.S.	17.77
03/10/2026	CUB FOODS-cc	SOFTENER SALT FOR P.S.	7.11
03/10/2026	CUB FOODS-cc	SOFTENER SALT FOR P.S.	84.90
03/10/2026	CUB FOODS-cc	BOOK CLUB SUPPLIES	17.97
			<u>468.18</u>
03/10/2026	DALCO ENTERPRISES, INC-cc	60" DUST MOP FRAME	13.44
03/10/2026	DAVANNI'S - CC	LUNCH FOR FAITH COMMUNITY PARTNERSHIP MEETING	157.08
03/10/2026	DAVIS LOCK & SAFE - CC	KEY COPIES	16.00
03/10/2026	DAVIS LOCK & SAFE - CC	KEY COPIES	1.42
			<u>17.42</u>
03/10/2026	DEFENSE TECHNOLOGY - CC	LETHAL ICP INSTRUCTOR COURSE E. SYPNIEWSKI, C. AMBERG, T. XIONG	3,150.00
03/10/2026	DELTA AIR-cc	BEN GOZOLA NATIONAL PLANNING CONFERENCE 2026 4/24/-4/28/2026	398.80
03/10/2026	DELTA AIR-cc	AIRFARE LASERFICHE CONF 4/27-30/26 JZ	367.80
03/10/2026	DELTA AIR-cc	BEN GOZOLA ALLIANZ GLOBAL ASSISTANCE TRIP PROTECTION PLANNING CONFERENCE 2026 4/24/-4/28/2026	28.91
03/10/2026	DELTA AIR-cc	6/26 FLIGHT 2026 GFOA CONFERENCE - FOSCHI	146.40
			<u>941.91</u>
03/10/2026	DEPARTMENT OF LABOR AND INDUSTRY-cc	FEBRUARY 2026 SURCHARGE	656.42
03/10/2026	DEPARTMENT OF LABOR AND INDUSTRY-cc	FEBRUARY 2026 SURCHARGE	(25.00)
			<u>631.42</u>
03/10/2026	DIRTROAD APP - CC	NBPR EV CHARGE - VEHICLE 2206	3.00
03/10/2026	DIRTROAD APP - CC	NBPR EV CHARGE - VEHICLE 2206	2.74
03/10/2026	DIRTROAD APP - CC	NBPR EV CHARGE - VEHICLE 2206	2.93
03/10/2026	DIRTROAD APP - CC	NBPR EV CHARGE - VEHICLE 2206	6.55
03/10/2026	DIRTROAD APP - CC	NBPR EV CHARGE - VEHICLE 2506	4.74
03/10/2026	DIRTROAD APP - CC	NBPR EV CHARGE - VEHICLE 2506	3.00
03/10/2026	DIRTROAD APP - CC	NBPR EV CHARGE - VEHICLE 2506	4.66
03/10/2026	DIRTROAD APP - CC	NBPR EV CHARGE - VEHICLE 2506	5.22
			<u>32.84</u>
03/10/2026	DIRTROAD APP - CC	CITY INSPECTOR ELECTRIC VEHICLE CHARGING	3.11
03/10/2026	DIRTROAD APP - CC	CITY INSPECTOR ELECTRIC VEHICLE CHARGING	3.00
03/10/2026	DIRTROAD APP - CC	CITY INSPECTOR ELECTRIC VEHICLE CHARGING	4.21
03/10/2026	DIRTROAD APP - CC	CITY INSPECTOR ELECTRIC VEHICLE CHARGING	4.55
03/10/2026	DIRTROAD APP - CC	CITY INSPECTOR ELECTRIC VEHICLE CHARGING	4.84
03/10/2026	DIRTROAD APP - CC	CITY INSPECTOR ELECTRIC VEHICLE CHARGING	3.00
03/10/2026	DIRTROAD APP - CC	CITY INSPECTOR ELECTRIC VEHICLE CHARGING	4.88
03/10/2026	DIRTROAD APP - CC	CITY ELECTRIC VEHICLE CHARGING	4.23

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
03/10/2026	DIRTROAD APP - CC	MONTHLY SUBSCRIPTION FOR ELECTRIC VEHICLE CHARGING	3.00
			<u>34.82</u>
03/10/2026	DYSON - CC	VACUUM FOR NBCC OFFICE SPACE	169.99
03/10/2026	DYSON - CC	VACUUM FOR NBCC OFFICE SPACE	14.24
			<u>184.23</u>
03/10/2026	E.G. RUD & SONS INC - CC	COMPILE PRIOR SURVEY INFORMATION FOR JONES LAKE FOR CITY REVIEW	665.00
03/10/2026	E.G. RUD & SONS INC - CC	2026 STREET REHAB SURVEYING	2,953.43
			<u>3,618.43</u>
03/10/2026	ELECTRO WATCHMAN INC-cc	FIRE SYSTEM MONITORING- MAINT. BUILDING	200.85
03/10/2026	ELECTRO WATCHMAN INC-cc	FIRE SYSTEM MONITORING- COLD STORAGE	200.85
03/10/2026	ELECTRO WATCHMAN INC-cc	FIRE SYSTEM MONITORING- WARM STORAGE	200.85
03/10/2026	ELECTRO WATCHMAN INC-cc	CITY HALL FIRE ALARM INSPECTION AND MONITORING	269.85
			<u>872.40</u>
03/10/2026	EMERGENCY APPARATUS MAINTENANCE-CC	#1002 LIGHT / TURN	307.70
03/10/2026	ESRI - CC	ARCGIS ONLINE CREDITS	120.00
03/10/2026	Fastenal-cc	NUTS & BOLTS SHOP	10.20
03/10/2026	Fastenal-cc	NUTS & BOLTS SHOP STOCK	129.12
			<u>139.32</u>
03/10/2026	FIRE MARSHALS ASSOC OF MN-CC	MEMBERSHIP J. BERGER	40.00
03/10/2026	FIRSTNET / AT&T - CC	PUBLIC SAFETY PHONE BILL JANUARY 2026	3,234.16
03/10/2026	FIRSTNET / AT&T - CC	CELLULAR SERVICE	3,392.70
			<u>6,626.86</u>
03/10/2026	FLEET FARM - CC	CLOTHING- KOTTA 2026	199.96
03/10/2026	FLEET FARM - CC	CRACK SEALER BURNER	110.36
03/10/2026	FLEET FARM - CC	CRACK SEALER BURNER	8.97
03/10/2026	FLEET FARM - CC	RACK FOR WATER ROOM	237.86
			<u>557.15</u>
03/10/2026	FS.COM INC - CC	FIBER OPTIC TRANSCIEVERS	740.00
03/10/2026	FS.COM INC - CC	CAT6 AND FIBER PATCH CABLES	145.60
			<u>885.60</u>
03/10/2026	FULL SLATE - CC	2026 MARCH APPOINTMENT SCHEDULER SUBSCRIPTION	49.95
03/10/2026	G & B ENVIRONMENTAL - CC	NBCC HVAC FILTERS	1,168.88
03/10/2026	GALLS-cc	A. GRIFFIN GUARDIAN GEN 3 CARRIER	252.72
03/10/2026	GALLS-cc	FOX SURVEILLANCE EARPHONE (2)	67.98
			<u>320.70</u>
03/10/2026	General Industrial Supply Co-cc	LATH TO ROPE OFF HANSEN PARK AROUND BUILDING	139.50
03/10/2026	GFOA - CC	2026 GFOA CONFERENCE - FOSCHI	500.00
03/10/2026	GIFTOGRAM - CC	FEB 2026 ANNIVERSARIES	30.00
03/10/2026	GOLFSOFTWARE.COM - CC	GOLF TOURNAMENT AND HANDICAP SOFTWARE	1,995.00
03/10/2026	Grainger-cc	STAPLE REFILL	50.32
03/10/2026	Grainger-cc	CASTER WHEELS FOR SANDER STAND	236.12
03/10/2026	Grainger-cc	SINK PARTS GOLF COURSE	88.05
			<u>374.49</u>
03/10/2026	GRAYBAR - CC	FIBER OPTIC PATCH CABLES	6.36
03/10/2026	GRAYBAR - CC	FIBER OPTIC PATCH CABLES	74.62
			<u>80.98</u>
03/10/2026	GREEN MILL-cc	BOX LUNCHES FOR PS TRAINING DAY	555.49

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
03/10/2026	HACH COMPANY-cc	TESTING AMPULES FOR CHLORINE	564.28
03/10/2026	HIRSHFIELD'S - CC	PAINT SUPPLIES CITY HALL	189.62
03/10/2026	HIRSHFIELD'S - CC	PAINT SUPPLIES CITY HALL	16.84
			<u>206.46</u>
03/10/2026	HOLIDAY STATIONSTORE - CC	NON OXG FUEL	112.00
03/10/2026	HOME DEPOT - CC	IMPACT DRILL & HAMMER FOR SHOP	253.85
03/10/2026	HOME DEPOT - CC	SUPPLIES FOR FIXING MANGANESE SULFATE TANK	33.28
03/10/2026	HOME DEPOT - CC	TORCHES FOR WTP #1	169.90
03/10/2026	HOME DEPOT - CC	MAILBOX FOR TENANT (MIND BODY AND SOUL)	24.97
03/10/2026	HOME DEPOT - CC	SPRAY BOTTLES FOR NBCC	85.56
03/10/2026	HOME DEPOT - CC	TOILET BOWL CLEANER	13.96
03/10/2026	HOME DEPOT - CC	TOILET BOWL CLEANER	12.18
03/10/2026	HOME DEPOT - CC	WIRE STRIPPER, PLUG, PAINT MIXESS	30.54
			<u>624.24</u>
03/10/2026	HULU - CC	TV SERVICE FOR PSC	113.77
03/10/2026	IMAGING SPECTRUM, INC - CC	2026 PASSPORT PHOTO PAPER	3,749.25
03/10/2026	IMPERIALDADE - CC	TOILET PAPER/ TRASH BAGS/ PAPER TOWEL	451.92
03/10/2026	Innovative Office Solutions-cc	MARKERS, PENS	50.80
03/10/2026	Innovative Office Solutions-cc	SOAP, T.P., PAPER TOWEL	440.54
03/10/2026	Innovative Office Solutions-cc	GARBAGE BAGS	104.20
03/10/2026	Innovative Office Solutions-cc	GARBAGE BAGS & STAPLERS	109.84
03/10/2026	Innovative Office Solutions-cc	GARBAGE BAGS & STAPLERS	7.17
03/10/2026	Innovative Office Solutions-cc	GENERAL OFFICE SUPPLIES	37.47
03/10/2026	Innovative Office Solutions-cc	GENERAL OFFICE SUPPLIES	109.09
		WATER FOR CITY OF NB 3/4/2026 COMMUNITY EVENT PER HUE	
03/10/2026	Innovative Office Solutions-cc	SCHLIEU	72.17
03/10/2026	Innovative Office Solutions-cc	CLEANING SUPPLIES MAINTENCE SHOP	87.21
03/10/2026	Innovative Office Solutions-cc	CLEANING SUPPLIES AND TP CITY HALL	123.90
03/10/2026	Innovative Office Solutions-cc	CLEANING SUPPLIES CITY HALL AND MAINTENCE SHOP	82.48
03/10/2026	Innovative Office Solutions-cc	CLEANING SUPPLIES CITY HALL AND MAINTENCE SHOP	82.48
03/10/2026	Innovative Office Solutions-cc	BATHROOM SUPPLIES	1,058.46
03/10/2026	Innovative Office Solutions-cc	HAND SANTIZER	98.26
03/10/2026	Innovative Office Solutions-cc	PAPER TOWELS AND TOILET PAPER	596.18
03/10/2026	Innovative Office Solutions-cc	BODY WASH	66.39
03/10/2026	Innovative Office Solutions-cc	REFUND	(270.56)
			<u>2,856.08</u>
03/10/2026	ISA - CC	DUES ISA CERTIFICATION	220.00
03/10/2026	KLINER AUTOWORLD - CC	#2506 WIRE CONNECTORS	26.62
03/10/2026	KLINER AUTOWORLD - CC	#2506 WIRE CONNECTORS	2.23
			<u>28.85</u>
03/10/2026	L & S SERVICE SOLUTION - CC	NBCC CLEANING SUPPLIES	5,995.00
		PARKING FOR NATIONAL FIRE SPRINKLER BOOTH AT CONVENTION	
03/10/2026	LEAMINGTON RAMP - CC	CENTER	16.00
03/10/2026	Loffler Companies, Inc-cc	P+R COPIER CHARGES	424.38
03/10/2026	Loffler Companies, Inc-cc	P+R COPIER CHARGES	420.63
			<u>845.01</u>
03/10/2026	MacQueen Equipment-cc	SPARE TRACKLESS RIM	534.91
03/10/2026	MacQueen Equipment-cc	#2407 REAR FRAME	1,803.29
03/10/2026	MacQueen Equipment-cc	#2407 REAR FRAME- RETURNED	(1,511.31)
			<u>826.89</u>
03/10/2026	MAPMAKER - CC	SUBSCRIPTION FOR MAP MAKER 3/9/2026-3/9/2027	200.00
03/10/2026	MARIE RIDGEWAY & ASSOC - CC	RETAINER AND 2 SESSIONS, MANDATORY CHECK IN	1,420.00
03/10/2026	MCDONALD HOPKINS - CC	LEGAL SERVICES	284.40

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
03/10/2026	MCDONALDS - CC	DINNER FOR MAHNOMEN FIRE SCHOOL 2/20/26	13.73
03/10/2026	Menards-cc	MISC WALL ANCHORS FOR SHOP	74.88
03/10/2026	Menards-cc	LUMBER & SUPPLIES	240.76
03/10/2026	Menards-cc	PICNIC TABLE LUMBER	271.35
03/10/2026	Menards-cc	SHELF FOR GOLF COURSE	157.88
03/10/2026	Menards-cc	MAILBOX MATERIAL	405.96
03/10/2026	Menards-cc	TAMPER FOR STREETS	42.98
03/10/2026	Menards-cc	CLEANING SUPPLIES FOR HANSEN	225.71
03/10/2026	Menards-cc	ELECTRICAL MATERIAL TO REPLACE OUTLETS AT WTP #3	23.85
03/10/2026	Menards-cc	ELECTRICAL MATERIAL TO REPLACE OUTLETS AT WTP #3	293.50
03/10/2026	Menards-cc	WATER ROOM TRASH CAN	82.94
03/10/2026	Menards-cc	MAILBOX SUPPLIES	179.91
03/10/2026	Menards-cc	STREET LIGHT PARTS & PAINT	15.86
03/10/2026	Menards-cc	CONCRETE FOR SIDEWALK/CURB STOP REPAIR	6.98
03/10/2026	Menards-cc	HARDWARE TO HANG NEW BANNER IN LOBBY	65.26
03/10/2026	Menards-cc	LUMBER RETURN	(183.90)
			<u>1,903.92</u>
03/10/2026	METROPOLITAN COUNCIL ENVIRO - CC	PARTIAL PAYMENT FOR APRIL WASTE WATER SERVICES	19,999.00
03/10/2026	MIDWAY FORD - CC	#20071 TIRE SENSOR	50.59
03/10/2026	MIDWAY FORD - CC	#048 GEAR SHIFT INDICATOR	79.26
03/10/2026	MIDWAY FORD - CC	#048 BUSHINGS	7.94
03/10/2026	MIDWAY FORD - CC	#1908 BACK UP CAMERA	50.81
			<u>188.60</u>
03/10/2026	MINNEAPOLIS FINANCE DEPT - CC	WATER FIXED CHARGE JANUARY 2026	5,413.80
03/10/2026	MINNESOTA EQUIPMENT-cc	#2502 FRONT CASTER FORK	118.67
03/10/2026	MINNESOTA EQUIPMENT-cc	#2502 FRONT CASTER FORK	118.67
			<u>237.34</u>
03/10/2026	MN BOARD FIREFIGHTER TRAINING - CC	G. SPRINGER LICENSE RENEWAL	150.00
03/10/2026	MN BOARD FIREFIGHTER TRAINING - CC	LICENSE RENEWAL B. CROCKER, S. DANILOFF, M. WIGDAHL	225.00
			<u>375.00</u>
03/10/2026	MN GFOA- CC	2026 MNGFOA MEMBERSHIP RENEWAL - INGEBRAND	80.00
03/10/2026	MN GFOA- CC	2026 MEMBERSHIP RENEWAL - HAYS	80.00
			<u>160.00</u>
03/10/2026	MN GFOA- CC	2026 MEMBERSHIP RENEWAL - ZILLMER	80.00
03/10/2026	MN GOV TRAINING ACADEMY - CC	MN GOV TRAINING ACADEMY - FOSCHI	140.00
03/10/2026	MN POLLUTION CONTROL AGENCY-CC	PUMP WORKSHOP- TRAVIS	195.00
03/10/2026	MN POLLUTION CONTROL AGENCY-CC	SERVICE FEE PUMP WORKSHOP	4.19
03/10/2026	MN POLLUTION CONTROL AGENCY-CC	PUMP WORKSHOP- MATT	195.00
03/10/2026	MN POLLUTION CONTROL AGENCY-CC	SERVICE FEE PUMP WORKSHOP	4.19
			<u>398.38</u>
03/10/2026	MN SEX CRIMES INVESTIGATORS ASSC-CC	A. SONTERRE MNSCIA CONFERENCE	125.00
03/10/2026	MN STATE FIRE CHIEF ASSOC - CC	MEMBERSHIP RENEWAL J. BERGER	66.00
03/10/2026	MOUNDS VIEW PUBLIC SCHOOL-cc	VOLLEYBALL LEAGUE FACILITY FEES	540.00
03/10/2026	MOUNDS VIEW PUBLIC SCHOOL-cc	VOLLEYBALL LEAGUE FACILITY FEES	570.00
03/10/2026	MOUNDS VIEW PUBLIC SCHOOL-cc	SWIMLESSON FACILITY FEE/YOUTH PORTS FACILITY FEES	611.00
03/10/2026	MOUNDS VIEW PUBLIC SCHOOL-cc	SWIMLESSON FACILITY FEE/YOUTH PORTS FACILITY FEES	80.00
03/10/2026	MOUNDS VIEW PUBLIC SCHOOL-cc	SWIM LESSON FACILITY FEE	720.00
03/10/2026	MOUNDS VIEW PUBLIC SCHOOL-cc	SWIM LESSON FACILITY FEES	458.25
03/10/2026	MOUNDS VIEW PUBLIC SCHOOL-cc	GYMNASTICS GYM PERMIT FEES	1,410.00
03/10/2026	MOUNDS VIEW PUBLIC SCHOOL-cc	GYMNASTICS GYM PERMIT FEES	1,460.00
			<u>5,849.25</u>
03/10/2026	MTI-cc	FLAGS & FLAG STICKS	418.00

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
03/10/2026	NORBERTS - CC	GYMNASTICS EQUIPMENT - MAILBOX + HANDSPRING MATS	1,470.00
03/10/2026	NORDEAST COFFEE COMPANY, INC - CC	PUBLIC SAFETY COFFEE FEBRUARY 2026	354.80
03/10/2026	NORDEAST COFFEE COMPANY, INC - CC	NBCC COFFEE SUPPLIES	277.30
			<u>632.10</u>
03/10/2026	North American Safety -cc	UNIFORMS 2026	4,036.68
03/10/2026	North American Safety -cc	UNIFORMS 2026	716.49
			<u>4,753.17</u>
03/10/2026	NORTHERN TOOL EQUIPMENT-cc	TIRE PRESSURE GUAGE & TOOLBOX SUPPLIES FOR SHOP TOOLBOX	306.70
03/10/2026	NOTHING BUNDT CAKES - CC	NOTHING BUNDT CAKES FOR NAT'L EMPLOYEE APPRECIATION DAY	432.00
03/10/2026	OFFICE DEPOT-cc	DOUBLE SIDED TAPE FOR SIGNS AT HANSEN	14.38
03/10/2026	OFFICE DEPOT-cc	DOUBLE SIDED TAPE FOR SIGNS AT HANSEN	1.28
			<u>15.66</u>
03/10/2026	ON SITE COMPANIES-OSSTC - CC	PORTA POTTIES	73.00
03/10/2026	OPTISIGNS - CC	OPTISIGNS BUILDING DIGITAL MESSAGING	432.00
03/10/2026	Orkin -cc	PEST CONTROL	136.27
03/10/2026	Orkin -cc	PEST CONTROL- MARCH	168.30
03/10/2026	Orkin -cc	NBCC PEST CONTROL	160.84
03/10/2026	Orkin -cc	BRIGHWOOD HILLS PEST CONTROL	115.52
			<u>444.66</u>
03/10/2026	PARKONNECT - CC	PARKING - MEETING WITH DAMON FARBER	15.00
03/10/2026	PAYGOV - CC	CLIA LAB LICENSE	248.00
03/10/2026	PDQ CORP - CC	PDQ LICENSE RENEWAL	4,207.50
03/10/2026	PILOT ROCK - CC	PICNIC TABELS AT HANSEN	9,773.00
03/10/2026	PIONEER PRESS-CC	PIONEER PRESS SUBSCRIPTION PAYMENT 24 WEEKS/7DAY	471.15
03/10/2026	PITNEY BOWES-CC	SUPPLIES FOR POSTAGE MACHINE BULK MAILING FOR DIRECT	
03/10/2026	PLAISTED COMPANIES INC - CC	MAILING PROJECT	741.16
03/10/2026	PLAN IT - CC	UPM COLD MIX FOR WINTER POTHOLE	240.41
03/10/2026	PRAIRIE RESTORATIONS - CC	ADD'L USER LICENSES AND CIP REPLACEMENT	3,500.00
03/10/2026	PRECISE - CC	SEED FOR WILD FLOWERS	102.53
03/10/2026	PRECISE - CC	PRECISE SUBSCRIPTION FLEET MANAGEMENT	240.00
03/10/2026	PRECISE - CC	PRECISE SUBSCRIPTION	240.00
			<u>480.00</u>
03/10/2026	PRECISION DRIVING CENTER - CC	T. GRIFFIN, A. SLACK EVOC/PIT REFRESHER	1,070.00
03/10/2026	QR-CODE-GENERATOR.COM - CC	QR SODE SOFTWARE 2026	178.76
03/10/2026	REACH MEDIA NETWORK - CC	NBCC LOBBY TV DISPLAY	525.00
03/10/2026	RED WING SHOES - CC	BOOTS BASARA-2026	309.00
03/10/2026	RED WING SHOES - CC	BOOTS- DAVE 2026	309.00
			<u>618.00</u>
03/10/2026	REJOURNALS - CC	BRUCE HOWARD REDEVELOPMENT SUMMIT 2026	131.45
03/10/2026	REPUBLIC SERVICES - CC	REPUBLIC SERVICES FEB 2026	31,452.55
03/10/2026	REPUBLIC SERVICES - CC	CONTAMINATED MATERIAL	362.37
03/10/2026	REPUBLIC SERVICES - CC	WATERMAIN BREAK / SPOIL PILE DISPOSAL	2,160.45
03/10/2026	REPUBLIC SERVICES - CC	WATERMAIN BREAK / SPOIL PILE DISPOSAL	335.21
			<u>2,858.03</u>
03/10/2026	ROSEDALE CHEVROLET -CC	#071 TIRE SENSOR	208.00
03/10/2026	SCOUTING AMERICA - CC	YEARLY REGISTRATION FOR EXPLORERS ADVISORS	103.00
03/10/2026	SCOUTING AMERICA - CC	YEARLY REGISTRATION FOR EXPLORERS (4) ADVISOR (2)	391.40
03/10/2026	SCOUTING AMERICA - CC	YEARLY REGISTRATION FOR EXPLORERS D. WHITE	72.10
			<u>566.50</u>

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
03/10/2026	SHARROW LIFTING PRODUCTS-cc	TOW STRAPS	495.64
03/10/2026	SHOOTING STAR CASINO - CC	A. BARTE HOTEL FOR MAHNOMEN FIRE SCHOOL	201.38
03/10/2026	SILENT KNIGHT SECURITY-cc	CITY HALL ALARM MONITORING SERVICES	865.20
03/10/2026	SOUTHWEST AIRLINES - CC	7/1 FLIGHT 2026 GFOA CONFERENCE - FOSCHI	157.40
03/10/2026	SPECIAL OPERATIONS TRAINING - CC	MEMBERSHIP RENEWAL FOR A. SLACK	25.00
03/10/2026	SPECIAL OPERATIONS TRAINING - CC	MEMBERSHIP RENEWAL M. SINGER	25.00
03/10/2026	SPECIAL OPERATIONS TRAINING - CC	M. SINGER, A. SLACK SOTA CONFERENCE TRAINING APRIL 19TH-21ST	790.00
03/10/2026	SPECIAL OPERATIONS TRAINING - CC	T. WODNICK SOTA MEMBERSHIP	25.00
03/10/2026	SPECIAL OPERATIONS TRAINING - CC	SOTA ANNUAL TRAINING T. WODNICK APRIL 19-21 2026	395.00
			<u>1,260.00</u>
03/10/2026	STREICHER'S-cc	RADIO CASE FOR S. MCKINLEY (DAMAGED FROM CRASH)	61.99
03/10/2026	STREICHER'S-cc	S. MCKINLEY VEST	324.00
			<u>385.99</u>
03/10/2026	SUMMIT FIRE PROTECTION-cc	FIRE EXTINGUISHER TEST	218.95
03/10/2026	T-MOBILE USA - CC	PHONE PING FOR SEARCH WARRANT CN 26000813	50.00
03/10/2026	TARGET-cc	SUPPLIES FOR SENIOR ROOM	28.98
03/10/2026	TARGET-cc	SUPPLIES FOR SENIOR ROOM	1.89
			<u>30.87</u>
03/10/2026	Terminal Supply Co-cc	#2606 LED STROBE LIGHT/ SHOP STOCK	133.70
03/10/2026	TEXT-EM-ALL - CC	TEXT- EM- ALL SUBSCRIPTION MASS COMM TOOL TO NOTIFY MAINT STAFF FOR EARLY WINTER MAINT EVENTS	19.00
03/10/2026	THE BRU HOUSE - CC	AWARDS FOR PUZZLE CONTEST	20.00
03/10/2026	THE EMBLEM AUTHORITY - CC	POLICE PATCHES	825.00
03/10/2026	THE EXCHANGE FOOD & DRINK-cc	FOOD FOR DAWNS RETIREMENT PARTY	260.01
03/10/2026	THE NATIONAL REGISTRY OF EMT - CC	EMT LICENSE RENEWAL FEE FOR M. SUTTER	25.00
03/10/2026	THOMSON REUTERS- WEST-CC	ONLINE SOFTWARE SUBSCRIPTION CHARGES MARCH 2026	420.65
03/10/2026	THRYV - CC	BIRGHTWOOD HILLS DIGITAL MARKETING	109.00
03/10/2026	TRANE - CC	NBCC HVAC SC+ UPGRADE	4,850.00
03/10/2026	TRANE - CC	NBCC HVAC REPAIR	167.25
			<u>5,017.25</u>
03/10/2026	TRI-STATE BOBCAT - CC	TOOLCAT PLOW PARTS	335.05
03/10/2026	TRI-STATE BOBCAT - CC	#1919 QUICK COUPLERS / STOCK	125.40
03/10/2026	TRI-STATE BOBCAT - CC	#2404 TIE ROD	236.00
03/10/2026	TRI-STATE BOBCAT - CC	#048 CLAMP	20.90
03/10/2026	TRI-STATE BOBCAT - CC	#2202 TOOTH FORK	243.02
03/10/2026	TRI-STATE BOBCAT - CC	MOWER PARTS PARKS TORO MOWER	183.64
			<u>1,144.01</u>
03/10/2026	ULINE-CC	TOW STRAPS FOR GOLF COURSE	144.88
03/10/2026	UPPER CUT TREE SERVICES - CC	PRIVATE PROFESSIONAL SERVICE 981 3RD TER NW	746.68
03/10/2026	UPPER CUT TREE SERVICES - CC	PRIVATE PROFESSIONAL SERVICE 1158 ROCK STONE LN	849.67
03/10/2026	UPPER CUT TREE SERVICES - CC	PRIVATE PROFESSIONAL TREE SERVICE 2094 12TH ST NW	1,055.65
			<u>2,652.00</u>
03/10/2026	VEIMAN TREE SERVICE - CC	TREE REMOVAL SERVICE	700.00
03/10/2026	Verizon-cc	CELLULAR SERVICE	120.03
03/10/2026	VESTIS - CC	CLEANING & UNIFORMS	26.19
03/10/2026	VESTIS - CC	CLEANING & UNIFORMS	62.34
03/10/2026	VESTIS - CC	CLEANING & UNIFORMS	3.97
03/10/2026	VESTIS - CC	CLEANING & UNIFORMS	28.08
03/10/2026	VESTIS - CC	CLEANING & UNIFORMS	61.98
03/10/2026	VESTIS - CC	CLEANING & UNIFORMS	27.58
03/10/2026	VESTIS - CC	CLEANING & UNIFORMS	3.97
03/10/2026	VESTIS - CC	CLEANING & UNIFORMS	58.76

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
03/10/2026	VESTIS - CC	CLEANING & UNIFORMS	3.97
03/10/2026	VESTIS - CC	CLEANING & UNIFORMS	58.76
03/10/2026	VESTIS - CC	CLEANING & UNIFORMS	36.93
			<u>372.53</u>
03/10/2026	WALGREENS-cc	EMPLOYEE PHOTOS	2.99
03/10/2026	WALGREENS-cc	EMPLOYEE PHOTOS	0.25
			<u>3.24</u>
03/10/2026	WALMART.COM - CC	COMMUNITY LUNCH AND BINGO SUPPLIES	99.49
03/10/2026	WEBSTAUANTSTORE - CC	RECEIPT PAPER GS DESK	140.39
03/10/2026	WHEELER HARDWARE COMPANY-cc	HANDLES FOR HANSEN WEST BUIDLING	305.56
03/10/2026	WHEELER HARDWARE COMPANY-cc	DOOR HANDLE FOR NBCC BATHROOM	420.35
			<u>725.91</u>
03/10/2026	WITMER PUBLIC SAFETY GRP - CC	YEARS OF SERVICE PINS	843.07
03/10/2026	WOMEN IN LEISURE SERVICES - CC	ANNUAL TRAINING - KELLY	55.00
03/10/2026	ZEROREZ - CC	CARPET CLEANING @ MAINT. FACILITY	375.00
03/10/2026	ZOLA - CC	ZOLA SUBSCRIPTION PLAN-UNLIMITED	99.00
03/10/2026	ZORO TOOLS INC-cc	CUPS & FORKS	125.78
03/10/2026	ZORO TOOLS INC-cc	CUPS & FORKS	10.53
03/10/2026	ZORO TOOLS INC-cc	SANITIZER WIPES FOR HANSEN PARK	85.83
03/10/2026	ZORO TOOLS INC-cc	SIGN HOLDERS FOR HANSEN PARK	46.88
03/10/2026	ZORO TOOLS INC-cc	URINAL CAKES - MAINTENCE SHOP	55.17
03/10/2026	ZORO TOOLS INC-cc	VACUUM AND FILTERS - CITY HALL	499.13
03/10/2026	ZORO TOOLS INC-cc	TOILET BOWL BRUSH - MAINTENCE SHOP	13.30
			<u>836.62</u>
03/18/2026	HEALTHY CONTRIBUTIONS SPV, LLC	JAN 2026 HEALTHY CONTRUBUTIONS LABORS UNION STATEMENT	6.20
03/20/2026	ALERUS RETIREMENT & BENEFITS-EFT	COBRA FEES FEBRUARY	30.00
03/25/2026	AFLAC	AFLAC MARCH	3,485.34
03/25/2026	METROPOLITAN LIFE INSURANCE COMPANY	MN PAID LEAVE MONTHLY PREMIUM	(0.06)
03/25/2026	METROPOLITAN LIFE INSURANCE COMPANY	MN PAID LEAVE MONTHLY PREMIUM	3,945.88
03/25/2026	METROPOLITAN LIFE INSURANCE COMPANY	MN PAID LEAVE MONTHLY PREMIUM	3,945.88
			<u>7,891.70</u>
03/26/2026	ALERUS RETIREMENT & BENEFITS-EFT	HSA SERVICE FEE COVERED BY CITY MARCH	340.00
03/30/2026	XCEL ENERGY	CITY HALL/PSB 02/17-03/18/26	2,119.37
03/30/2026	XCEL ENERGY	CITY HALL/PSB 02/17-03/18/26	2,189.43
03/30/2026	XCEL ENERGY	CITY HALL/PSB 02/17-03/18/26	2,994.18
03/30/2026	XCEL ENERGY	CITY HALL/PSB 02/17-03/18/26	5,414.40
			<u>12,717.38</u>
03/30/2026	XCEL ENERGY	NBCC/BHGC 02/18/26-03/20/26	5,134.66
03/30/2026	XCEL ENERGY	NBCC/BHGC 02/18/26-03/20/26	3,549.34
03/30/2026	XCEL ENERGY	NBCC/BHGC 02/18/26-03/20/26	552.00
03/30/2026	XCEL ENERGY	NBCC/BHGC 02/18/26-03/20/26	346.55
			<u>9,582.55</u>
03/30/2026	XCEL ENERGY	OLD HWY 8 STREET LIGHTS AND MAINT GARAGE GAS 02/18-03/20/26	6,112.19
03/30/2026	XCEL ENERGY	OLD HWY 8 STREET LIGHTS AND MAINT GARAGE GAS 02/18-03/20/26	179.82
			<u>6,292.01</u>
03/30/2026	XCEL ENERGY	PARKS 02/17-03/18/26	1,225.02
03/30/2026	XCEL ENERGY	PARKS 02/17-03/18/26	1,550.32
			<u>2,775.34</u>

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
03/30/2026	XCEL ENERGY	500 13TH AVE NW 02/17-03/18/26	105.41
03/30/2026	XCEL ENERGY	TRAFFIC SIGNAL T0908 & T0684 02/17-03/10/26	73.96
03/30/2026	PEPSI-COLA - EFT	POP/GATORADE FOR RESALE AT THE GOLF COURSE	844.57
03/31/2026	4M - BANK CHARGES - EFT	POSITIVE PAY CHARGES IN 4M	64.46
03/31/2026	MN DEPT OF TRANSPORTATION	LICENSE BUREAU ACH STATE SWEEPS MARCH	8,910.88
03/31/2026	MN DEPT OF TRANSPORTATION	LICENSE BUREAU ACH STATE SWEEPS MARCH	1,657,900.84
03/31/2026	MN DEPT OF TRANSPORTATION	LICENSE BUREAU ACH STATE SWEEPS MARCH	419.00
			<u>1,667,230.72</u>
04/02/2026	BETTER HEALTH COLLECTIVE	SOURCEWELL HEALTH INSURANCE FOR APRIL	123,849.00
04/02/2026	BETTER HEALTH COLLECTIVE	SOURCEWELL HEALTH INSURANCE FOR APRIL	3,870.00
04/02/2026	BETTER HEALTH COLLECTIVE	SOURCEWELL HEALTH INSURANCE FOR APRIL	523.00
			<u>128,242.00</u>
04/07/2026	WAGE LEVY	Remittance Check	797.41
04/01/2026	XCEL ENERGY	LIGHT INSTALLATION RICE CREEK	5,821.17
04/01/2026	EFTPS	Remittance Check	46,198.71
04/01/2026	EFTPS	Remittance Check	20,163.25
04/01/2026	EFTPS	Remittance Check	20,163.25
04/01/2026	EFTPS	Remittance Check	6,906.10
04/01/2026	EFTPS	Remittance Check	6,906.10
			<u>100,337.41</u>
04/02/2026	PERA	Remittance Check	20,795.02
04/02/2026	PERA	Remittance Check	20,795.02
04/02/2026	PERA	Remittance Check	18,409.48
04/02/2026	PERA	Remittance Check	27,614.16
04/02/2026	PERA	Remittance Check	58.34
04/02/2026	PERA	Remittance Check	58.34
04/02/2026	PERA	Remittance Check	3,199.32
			<u>90,929.68</u>
04/03/2026	MN CHILD SUPPORT	Remittance Check	308.72
04/06/2026	MISSIONSQUARE	Remittance Check	12,223.71
04/06/2026	MISSIONSQUARE	Remittance Check	89.30
04/06/2026	MISSIONSQUARE	Remittance Check	2,170.00
			<u>14,483.01</u>
04/06/2026	RETIREMENT HEALTH SAVINGS PLAN	Remittance Check	2,701.28
04/06/2026	ROTH IRA	Remittance Check	2,518.30
04/02/2026	MN DCP	Remittance Check	1,825.00
04/06/2026	HSA	Remittance Check	15,329.25
04/06/2026	HSA	Remittance Check	8,673.08
			<u>24,002.33</u>
04/01/2026	STATE TAXES	Remittance Check	19,776.48
			<u>19,776.48</u>
03/20/2026	A.E.M ELECTRICAL SERVICES INC	INSTALLATION OF BREAKER PANEL @ MAINT FACILITY	2,208.50
03/20/2026	ARAMARK REFRESHMENT SERVICES	COFFEE & SUPPLIES	503.58
03/20/2026	ARAMARK REFRESHMENT SERVICES	WATER FILTER REPLACEMENT - COFFEE MACHINE MAINTENANCE	166.24
			<u>669.82</u>
03/20/2026	BARR ENGINEERING COMPANY	NEW BRIGHTON EXCHANGE I-694 & I-35W	135.00
03/20/2026	BARR ENGINEERING COMPANY	NEW BRIGHTON EXCHANGE I-694 & I-35W	135.00
03/20/2026	BARR ENGINEERING COMPANY	NEW BRIGHTON EXCHANGE I-694 & I-35W	698.00
03/20/2026	BARR ENGINEERING COMPANY	WHP GRANT APPLICATION ASSISTANCE	791.00
			<u>1,759.00</u>

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
03/20/2026	BDI	#1703 CHAIN	187.42
03/20/2026	BS & A SOFTWARE	BS&A INTEGRATED PAYMENTS ABSORBED FEES 2026 FEBRUARY	1,768.18
03/20/2026	BS & A SOFTWARE	BS&A INTEGRATED PAYMENTS ABSORBED FEES 2026 FEBRUARY	121.05
03/20/2026	BS & A SOFTWARE	BS&A INTEGRATED PAYMENTS ABSORBED FEES 2026 FEBRUARY	2,960.98
03/20/2026	BS & A SOFTWARE	BS&A INTEGRATED PAYMENTS ABSORBED FEES 2026 FEBRUARY	2,960.98
03/20/2026	BS & A SOFTWARE	BS&A INTEGRATED PAYMENTS ABSORBED FEES 2026 FEBRUARY	1,480.49
			<u>9,291.68</u>
03/20/2026	CAMPION BARROW & ASSOCIATES	C. ELLIOTT PSO LAW ENFORCEMENT TESTING	490.00
03/20/2026	CAMPION BARROW & ASSOCIATES	S. BONCZEK LAW ENFORCEMENT TESTING	465.00
			<u>955.00</u>
03/20/2026	CHET'S SHOES LLC	BOOTS- TOSO 2026	284.73
03/20/2026	CSI ERGONOMICS	OMAS-YS72 DESK CHAIR FOR ZILLMER, HER	458.00
03/20/2026	CSI ERGONOMICS	OMAS-YS72 DESK CHAIR FOR ZILLMER, HER	458.00
			<u>916.00</u>
		REPLACE CARD READER WITH COMBINATION KEYPAD/READER AT CITY HALL	
03/20/2026	ELECTRO WATCHMAN INC		1,691.12
03/20/2026	FACTORY MOTOR PARTS CO	#1703 BATTERY	157.79
03/20/2026	FACTORY MOTOR PARTS CO	#048 BRAKE CALIPERS (4)	409.67
03/20/2026	FACTORY MOTOR PARTS CO	#1703 BATTERY CORE RETURN	(15.00)
			<u>552.46</u>
03/20/2026	FOREST LAKE CONTRACTING, INC	STREET LIGHT REPAIR	670.00
03/20/2026	GOPHER STATE ONE-CALL	LOCATE TICKETS- FEBRUARY	36.90
03/20/2026	GOPHER STATE ONE-CALL	LOCATE TICKETS- FEBRUARY	36.90
03/20/2026	GOPHER STATE ONE-CALL	LOCATE TICKETS- FEBRUARY	36.90
			<u>110.70</u>
03/20/2026	HARTMAN, JESSE	INTERNET REIMBURSEMENT 01/03-02/02/26, 03/03-04/02/26	181.94
		HANSEN PARK BUILDING WORK: INSTALL (2) QUADPLEX RECEPTACLES. INSTALL ASSOCIATED BRANCH WIRING IN EMT	
03/20/2026	HUNT ELECTRIC CORPORATION		1,175.00
03/20/2026	INTELLICENTS INC	MONTHLY HEALTH CONSULTING	1,250.00
03/20/2026	INTELLICENTS INC	MONTHLY HEALTH CONSULTING	1,250.00
			<u>2,500.00</u>
03/20/2026	KATH FUEL OIL SERVICE	5W30, 15W40, & WASHER FLUID SHOP SUPPLIES	1,808.66
03/20/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	450.00
03/20/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	2,000.00
03/20/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	1,240.00
03/20/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	1,350.00
03/20/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	610.00
03/20/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	110.00
03/20/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	130.00
03/20/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	50.00
03/20/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	714.50
			<u>6,654.50</u>
		2510147- CITY OF NEW BRIGHTON - HANSEN PARK WEST PROJECT THROUGH 2/28/26	
03/20/2026	KRAUS-ANDERSON CONSTRUCTION COMPANY		39,946.41
03/20/2026	KROLL, ANDREW	DOT STICKER REIMBURSEMENT	8.00

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
03/20/2026	L.E.L.S	POLICE/SERG/DEPUTY/C&T UNION DUES FOR MARCH	1,606.00
03/20/2026	L.E.L.S	POLICE/SERG/DEPUTY/C&T UNION DUES FOR MARCH	438.00
03/20/2026	L.E.L.S	POLICE/SERG/DEPUTY/C&T UNION DUES FOR MARCH	146.00
03/20/2026	L.E.L.S	POLICE/SERG/DEPUTY/C&T UNION DUES FOR MARCH	161.65
			<u>2,351.65</u>
03/20/2026	LANGUAGE TESTING INTERNATIONAL INC	LANGUAGE TEST FOR MULTILINGUAL PAY	124.00
03/20/2026	MANSFIELD OIL COMPANY OF GAINSVILLE	UNLEADED 1001 GALLONS FUEL TANK	2,295.55
03/20/2026	MANSFIELD OIL COMPANY OF GAINSVILLE	DIESEL 500 GALLONS FUEL TANK	1,296.27
03/20/2026	MANSFIELD OIL COMPANY OF GAINSVILLE	UNLEADED 696 GALLONS	1,596.12
03/20/2026	MANSFIELD OIL COMPANY OF GAINSVILLE	UNLEADED 899 GALLONS	2,061.64
03/20/2026	MANSFIELD OIL COMPANY OF GAINSVILLE	DIESEL 409 GALLONS	1,060.35
			<u>8,309.93</u>
03/20/2026	MES SERVICE COMPANY LLC	TITLE TAPE FOR FIRE HELMETS	96.07
03/20/2026	MTI DISTRIBUTING, INC.	REELMASTER 3100-D #2610	40,649.78
03/20/2026	NCPERS GROUP LIFE INS	PERA LIFE INS FOR MARCH	224.00
03/20/2026	PARK CONSTRUCTION COMPANY	PARTIAL PAYMENT 25-3	293,298.27
03/20/2026	PMA ASSET MANAGEMENT, LLC	FEBRUARY ACCOUNT MANAGEMENT FEE	3,458.31
03/20/2026	POMP'S TIRE SERVICE INC	#98. TUBE REPLACED IN TIRE	596.23
03/20/2026	SRF CONSULTING GROUP, INC	PROFESSIONAL SERVICES 2/28/2026	1,903.92
03/20/2026	THE MPX GROUP	P&R NOW HIRING BUSINESS CARDS	91.69
03/20/2026	TOTAL MECHANICAL SERVICES, INC	REPAIR RTU 1 @ MAINT. FACILITY	5,148.05
03/20/2026	USP TECHNOLOGIES	PEROXIDE	22,852.42
03/20/2026	VIKING AUTOMATIC SPRINKLER	FIRE SPRINKLER INSPECTION- ANNUAL	560.00
03/20/2026	VOLK, ERIC	INTERNET REIMBURSEMENT 02/25-03/24/26	105.22
03/20/2026	WHITE BEAR LAKE, CITY OF	RAMSEY CTY GIS FEES 2026	2,361.82
03/20/2026	WONG, CHOY	MILAGE	4.50
		VERMONT PARK PREDESIGN PROFESSIONAL SERVICES FROM	
03/20/2026	WSB & ASSOCIATES INC	FEBRUARY 1-28, 2026	348.00
03/27/2026	AERCOR WIRELESS, INC	WIRELESS ACCESS POINT	1,120.90
03/27/2026	AERCOR WIRELESS, INC	NETWORK SWITCH	2,379.93
03/27/2026	AERCOR WIRELESS, INC	NETWORK SWITCH	2,379.93
03/27/2026	AERCOR WIRELESS, INC	WIRELESS ACCESS POINTS FOR CITY HALL	3,654.00
			<u>9,534.76</u>
03/27/2026	AMERICAN ENGINEERING TESTING, INC.	CP26-1 POND TESTING	2,083.75
03/27/2026	BONA COMPANIES, INC	#1609 LEAF SPRING BUSHINGS	2,713.10
03/27/2026	CARDINAL INVESTIGATIONS	PSO J. SOUKHASEUM BACKGROUND	845.00
03/27/2026	CPOF INC	DOWN PAYMENT- 50% OF NBCC CUBICLES	3,873.00
03/27/2026	FACTORY MOTOR PARTS CO	#1513 CV AXLE (2)	175.04
03/27/2026	FACTORY MOTOR PARTS CO	OIL OW20	63.84
03/27/2026	FACTORY MOTOR PARTS CO	#048 CALIPER CORE RETURNED	(190.40)
			<u>48.48</u>
03/27/2026	HAWKINS, INC.	CHEM PUMP & FREIGHT	8,345.08
03/27/2026	HAWKINS, INC.	CHEM PUMP & FREIGHT	26.50
03/27/2026	HAWKINS, INC.	CHLORINE & DRUM	0.35
03/27/2026	HAWKINS, INC.	CHLORINE & DRUM	30.00
03/27/2026	HAWKINS, INC.	CHLORINE & DRUM	2,262.55
			<u>10,664.48</u>
03/27/2026	HEALTH STRATEGIES	PREPLACEMENT MEDICAL EXAM FOR PSO J. SOUKHASEUM	465.00
03/27/2026	IN CONTROL, INC	WELL #6 & #15 SCADA WORK / UPS WORK	1,073.70
		PROGRAMMING FEE : QR CODE AND INVOICE MESSAGES DIRECT	
03/27/2026	INFOSEND, INC	FROM BSA. RCVD INV 3.20.26	410.00
		2026 FEB UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV	
03/27/2026	INFOSEND, INC	03.20.26	190.52

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
03/27/2026	INFOSEND, INC	2026 FEB UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 03.20.26	95.26
03/27/2026	INFOSEND, INC	2026 FEB UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 03.20.26	194.82
03/27/2026	INFOSEND, INC	2026 FEB UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 03.20.26	194.82
03/27/2026	INFOSEND, INC	2026 FEB UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 03.20.26	97.42
03/27/2026	INFOSEND, INC	2026 FEB UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 03.20.26	190.52
			<u>1,373.36</u>
03/27/2026	KIMLEY-HORN & ASSOCIATES, INC	NB 2026 STREET REHAB	99,369.09
03/27/2026	KUTAK ROCK LLP	BRIGHTWOOD HILLS REDEVELOPMENT MATTERS	882.00
03/27/2026	MADDEN GALANTER HANSEN LLP	LEGAL COSTS	235.00
03/27/2026	MANSFIELD OIL COMPANY OF GAINSVILLE	DIESEL 600 GALLONS	1,555.52
03/27/2026	MINUTE MAKER SECRETARIAL	PROFESSIONAL SERVICES	783.00
03/27/2026	MORA, CLAUDIA	JAN & FEB DEALER/ BANK MILEAGE REIMBURSEMENT	274.56
03/27/2026	MUSIC TOGETHER IN THE VALLEY LLC	WINTER 2026 MUSIC TOGETHER INVOICE	2,722.40
03/27/2026	SCHLICHTING, CRAIG	MILEAGE REIMB FOR COMPASS PEER GROUP, CEAM CONFERENCE, WORK PLAN AND BEARD GROU PROPERTY	179.08
03/27/2026	SONTERRE, AUSTIN	ANNUAL RESERVE VOLUNTEER APPRECIATION DINNER	177.32
03/27/2026	TOTAL MECHANICAL SERVICES, INC	MORK ON MUA'S @ MAINTENANCE FACILITY	2,144.00
03/27/2026	UNITED RENTALS (NORTH AMERICA), INC	LIFT RENTAL	768.22
03/27/2026	UTILITY LOGIC, LLC	LOCATER CABLES	107.08
03/27/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	23.75
03/27/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	62.34
03/27/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	3.97
03/27/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	21.05
03/27/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	3.97
03/27/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	58.23
			<u>173.31</u>
04/03/2026	24RESTORE, INC	CITY HALL WATER DAMAGE 1ST LEVEL RESTROOM	1,545.94
04/03/2026	ARAMARK REFRESHMENT SERVICES	COFFEE SUPPLIES - 5 BOXES + DELIVERY FEE	503.58
04/03/2026	BARR ENGINEERING COMPANY	WELL 16, WELLHOUSE DESIGN, PERMITTING SUPPORT, BIDDING SUPPORT, PROJECT MNGMT AND COMMUNICATIONS	9,275.24
04/03/2026	BDI	#2016 CHAIN FOR BLOWER	376.14
04/03/2026	BOLTON & MENK, INC	2025 SANITARY MODELING	3,376.00
04/03/2026	CHESS, INC	MAINTENANCE PLAN - MARCH 2026	2,230.00
04/03/2026	DAVE PERKINS CONTRACTING, INC	SEWER DIG 6TH AVE (718)	5,575.00
04/03/2026	FERGUSON ENTERPRISES, LLC	MAX ADAPTER FOR 718 6TH AVE (PERKINS)	150.88
04/03/2026	FERGUSON ENTERPRISES, LLC	EXTRA SUPPLIES FOR SEWER SHELF	219.04
			<u>369.92</u>
04/03/2026	FREDRIKSON & BYRON	PROFESSIONAL SVC FROM 2/1/26 THROUGH 2/28/26-LEGAL COSTS	1,680.00
04/03/2026	GECK, DUEA & OLSON, PLLC	LEGAL COSTS-PROSECUTION CONTRACT-GDO FILE NO: R	7,665.00
04/03/2026	JOSHUA JORDAN	WINTER SESSION 2 MARTIAL ARTS INVOICE 2026	759.00
04/03/2026	LARSON YOUTH SOCCER LLC	SOCCER SHOTS JAN-MARCH 2026	4,938.00
04/03/2026	MANSFIELD OIL COMPANY OF GAINSVILLE	UNLEADED 503 GALLONS	1,453.51
04/03/2026	MANSFIELD OIL COMPANY OF GAINSVILLE	DIESEL 500 GALLONS	2,014.75
			<u>3,468.26</u>
04/03/2026	METROPOLITAN COUNCIL	APRIL WASTE WATER SERVICES	180,430.35
04/03/2026	MINNETONKA POWER SQUADRON	BOATING COURSE MATERIALS MARCH 30-APRIL 6 2026	1,350.00
04/03/2026	MTI DISTRIBUTING, INC.	TORO GREENSMaster FLEX 1021 (FLEET REPLACEMENT #2613)	16,708.89

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
04/03/2026	NEIGHBORHOOD TREE CARE, LLC	PRIVATE TREE REMOVAL (390 OLD HWY 8 NW)	1,575.00
04/03/2026	NEIGHBORHOOD TREE CARE, LLC	PRIVATE TREE REMOVAL (305 2ND ST NW)	2,000.00
04/03/2026	NEIGHBORHOOD TREE CARE, LLC	PRIVATE TREE REMOVAL (1965 COUNTY RD E W)	1,450.00
04/03/2026	NEIGHBORHOOD TREE CARE, LLC	PRIVATE TREE REMOVAL (2341 5TH ST NW)	1,975.00
			<hr/> 7,000.00
04/03/2026	OGDEN NEWSPAPER OF MINNESOTA	PARKS & REC SPRING/SUMMER GUIDE PRINTING	6,553.54
04/03/2026	POSTMASTER, ST PAUL	POSTAGE FOR ACTIVE LIFE NEWSLETTER MAY - JUNE	179.05
04/03/2026	SPRINGER, GEORGE	INTERNET REIMBURSEMENT	105.26
04/03/2026	STREET FLEET	2026 LB COURIER STREET FLEET MARCH 2026 (03/11/2026) REPORT COURIER	28.16
04/03/2026	STREET FLEET	2026 LB COURIER STREET FLEET MARCH 2026 (03/19/2026) REPORT COURIER	28.16
			<hr/> 56.32
04/03/2026	TENVOORDE FORD INC	NEW SQUAD VIN 1FM5K8AW7SGC76585	46,813.88
04/03/2026	THE MPX GROUP	2026 MAY CLEAN UP DAY FLYER	3,267.05
04/03/2026	THE PARTNERS GROUP LLC	CONSULTANT SERVICES MARCH 2026	3,300.00
04/03/2026	US BANK	PAYING AGENT FEE FOR 2015B BONDS	750.00
			<hr/>
03/19/2026	AARP	MARCH AARP SAFE DRIVER CLASS	455.00
03/19/2026	BALLISTIC DEFENSE LLC	HANDGUN RED DOT INSTRUCTOR COURSE S. KINGSLIEN	425.00
03/19/2026	CAPITAL CITY REGIONAL FIRE FIGHTERS	2026 MEMBERSHIP DUES	50.00
03/19/2026	FLEETPRIDE, INC	#1105 FILTERS	181.59
03/19/2026	FLEETPRIDE, INC	FILTERS SHOP	12.97
03/19/2026	FLEETPRIDE, INC	FILTERS SHOP	90.89
03/19/2026	FLEETPRIDE, INC	FILTERS SHOP	14.40
03/19/2026	FLEETPRIDE, INC	OIL FILTERS SHOP	5.20
03/19/2026	FLEETPRIDE, INC	#1105 OIL FILTER	10.15
03/19/2026	FLEETPRIDE, INC	#1105 OIL FILTER	19.04
			<hr/> 334.24
03/19/2026	LENNOX, ALLEN	UB REFUND FOR ACCOUNT: 201731-01	1.75
03/19/2026	LENNOX, ALLEN	UB REFUND FOR ACCOUNT: 201731-01	6.44
03/19/2026	LENNOX, ALLEN	UB REFUND FOR ACCOUNT: 201731-01	3.06
03/19/2026	LENNOX, ALLEN	UB REFUND FOR ACCOUNT: 201731-01	1.59
			<hr/> 12.84
03/19/2026	LEXIPOL LLC	ANNUAL POLICY MANUAL AND DAILY TRAINING BULLETIN 4/1/2026- 3/31/2027	12,606.76
03/19/2026	MARVEL SEWER AND DRAIN, LLC	2026 GRANT AWARD PAYMENT	5,000.00
03/19/2026	MN POLLUTION CONTROL AGENCY	GENERAL ANNUAL PERMIT FEE	345.00
03/19/2026	OFFICE OF MN IT SERVICES	LANGUAGE LINE SERVICES - FEBRUARY 2026	88.20
03/19/2026	PETTY CASH CITY OF NEW BRIGHTON	START UP CASH FOR BRIGHTWOOD HILLS 2026 SEASON IRRIGATION BOX FOR INNSBRIUCK SOCCER (NEVER RECIVED THE ORIGINAL INVOICE)	1,000.00
03/19/2026	POVOLNY SPECIALTIES	UB REFUND FOR ACCOUNT: 108324-01	2,490.00
03/19/2026	RADATZ, JESSICA AND JOHN	#1703 STARTER	311.94
03/19/2026	RDO EQUIPMENT CO.	2026 GRANT AWARD PAYMENT - BURGER	598.49
03/19/2026	ROTO-ROOTER SERVICES COMPANY	2026 GRANT AWARD PAYMENT - BURGER	5,000.00
03/19/2026	SAINT CROIX COFFEE & TEA COMPANY	COFFEE	215.50
03/19/2026	TOOLEY, ANDREA	REFUND SECURITY DEPOSIT	300.00
03/19/2026	TWIN CITY HARDWARE COMPANY	ADJUST LOWER DOOR OPENER @ CITY HALL	500.00
03/19/2026	WANGCHEN, DORJEE	REFUND SECURITY DEPOSIT	250.00
03/19/2026	ZION PRAYER MOVEMENT OUTREACH	REFUND CHECK	933.50
03/26/2026	AIMOM	REFUND CHECK	890.15
03/26/2026	APACHE LOCK & KEY	NBCC RE-KEY, SERVICE CALL, AND 9 NEW KEYS	266.55
03/26/2026	BUSTAMANTE ORTEGA, RONAL	UB REFUND FOR ACCOUNT: 312298-01	154.35
03/26/2026	CHRISTINE CARMAN	SECURITY DEPOSIT REFUND	300.00

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
03/26/2026	DADSOUR, DIMMANY	SECURITY DEPOSIT REFUND	500.00
03/26/2026	DAVID, KATHRINE	UB REFUND FOR ACCOUNT: 304790-01	52.67
03/26/2026	FIXED ASSET INC	REFUND PBR26-0034 @ 80%	1,055.20
03/26/2026	FIXED ASSET INC	REFUND PBR26-0034 @ 80%	55.00
03/26/2026	FIXED ASSET INC	REFUND PBR26-0034 @ 80%	685.88
			<u>1,796.08</u>
03/26/2026	FLEETPRIDE, INC	#983 FILTERS	17.67
03/26/2026	FLEETPRIDE, INC	AIR FILTERS SHOP	23.97
03/26/2026	FLEETPRIDE, INC	FILTERS SHOP	112.57
03/26/2026	FLEETPRIDE, INC	OIL FILTERS SHOP	35.26
03/26/2026	FLEETPRIDE, INC	FILTERS SHOP	28.24
			<u>217.71</u>
03/26/2026	KLEVEN, LARISSA	UB REFUND FOR ACCOUNT: 202218-01	106.17
03/26/2026	LEAGUE OF MINNESOTA CITIES	APMP MEETING/TRAINING	25.00
03/26/2026	MAYMONT HOMES	UB REFUND FOR ACCOUNT: 300392-01	4.39
03/26/2026	MAYMONT HOMES	UB REFUND FOR ACCOUNT: 300392-01	16.17
03/26/2026	MAYMONT HOMES	UB REFUND FOR ACCOUNT: 300392-01	7.67
03/26/2026	MAYMONT HOMES	UB REFUND FOR ACCOUNT: 300392-01	3.95
			<u>32.18</u>
03/26/2026	MN DRIVER AND VEHICLE SERVICES	LICENSE PLATES FOR NEW SQUADS	120.00
03/26/2026	MN METRO NORTH TOURISM BUREAU	FEBRUARY LODGING TAX	7,721.11
03/26/2026	MN METRO NORTH TOURISM BUREAU	FEBRUARY LODGING TAX	(386.06)
			<u>7,335.05</u>
03/26/2026	NORZIN, TENZIN	SECURITY DEPOSIT REFUND	500.00
03/26/2026	PAX 228 LLC	UB refund for account: 105437-01	7.05
03/26/2026	PINEWOOD LLC	UB REFUND FOR ACCOUNT: 307454-02	56.79
03/26/2026	PRAY, ELIZABETH	UB REFUND FOR ACCOUNT: 314989-01	27.68
		2026 RAMSEY COUNTY SHERIFF EMERGENCY RESPONSE TEAM	
03/26/2026	RAMSEY COUNTY	PARTICIPATION FEES	12,000.00
03/26/2026	SCHMIDT, GAYLE	UB REFUND FOR ACCOUNT: 107862-01	157.18
03/26/2026	SHINWARI, ZEE	SECURITY DEPOSIT REFUND	500.00
03/26/2026	WANGDUE, TASHI	UB REFUND FOR ACCOUNT: 314518-01	48.08
04/02/2026	ALKHAWALDEH, AHLAM	REFUND CHECK FOR NBCC ROOM 224	619.71
04/02/2026	BERGANKDV LTD	PROGRESS BILLING FOR 2025 AUDIT	17,000.00
04/02/2026	BERGANKDV LTD	PROGRESS BILLING FOR 2025 AUDIT	1,000.00
04/02/2026	BERGANKDV LTD	PROGRESS BILLING FOR 2025 AUDIT	1,000.00
04/02/2026	BERGANKDV LTD	PROGRESS BILLING FOR 2025 AUDIT	1,000.00
			<u>20,000.00</u>
04/02/2026	BURNS, JOHN	UB REFUND FOR ACCOUNT: 314914-01	8.98
04/02/2026	FLEETPRIDE, INC	SUBSCRIPTION RENEWAL FOR SCAN TOOL SHOP	2,085.00
04/02/2026	HAMMOND, GLEN	SECURITY DEPOSIT REFUND	300.00
04/02/2026	HARRISON, CATHERINE	SECURITY DEPOSIT REFUND	300.00
04/02/2026	HASS, MARIE	MIA TRIP REFUND	91.00
04/02/2026	LANGUAGE LINE SERVICES, INC	TRANSLATION SERVICES	184.80
04/02/2026	MARTINEZ, EMMALEIGH	SECURITY DEPOSIT	300.00
04/02/2026	OLSON, AMY	SECURITY DEPOSIT REFUND	300.00
04/02/2026	RALPH REEDER FOOD SHELF	EMERGENCY RENT & UTILITY ASSISTANCE SUB-GRANT AGREEMENT	50,000.00
04/02/2026	RAMSEY CO CHIEFS OF POLICE	2026 MEMBERSHIP DUES FOR T. PAETZNICK AND B. KREBSBACH	400.00
			<u>400.00</u>
	TOTAL PAYMENTS		<u><u>\$ 3,882,771.65</u></u>



Council Worksession
March 24, 2026
5:00 pm

Present: Councilmember Graeme Allen
Councilmember Emily Dunsworth
Councilmember Jeanne Vint Frischman
Councilmember Jason Steffenhagen (attending remotely)

Absent: Mayor Kari Niedfeldt-Thomas

Staff in Attendance: Devin Massopust, Craig Schlichting

Guests in Attendance:

Living Streets Discussion

Massopust reported staff had an update for the Council on the Living Streets Plan noting this plan came out of the Climate Action Plan.

Schlichting reported in January 2023, City Council and staff identified and committed Strategic Priorities that were Sustainable and Reliable Infrastructure, Operational Effectiveness, Environment and Sustainability, Diversity, Equity, and Inclusion and Livable Community. He stated, looking specifically at Sustainable and Reliable Infrastructure (now identified as City Assets under the 2026-2028 Strategic Priority categories), the intent is to enhance the quality of life for our residents, businesses, and visitors by providing well-maintained, cost-effective, and sustainable infrastructure. The key programs and initiatives established to reach this goal for 2023 and beyond:

- Develop a Living Streets Plan and Policy
- Complete annual street projects

Schlichting explained the draft Living Streets Plan was presented to the City Council, Public Safety Commission, and PREC, and approved by City Council in early 2024. Each annual street project will consider Living Street Improvements as part of the feasibility process. During the 2025 Public Hearing Process, several segments that were included in the Living Streets Improvements were removed and reconstructed to their existing width. Staff indicated we would return for a City Council discussion on deviations and what would make the most sense moving forward. The painted bike lanes that would be completed in the next 20 years was discussed. Staff provided further information on the benefits of the Living Streets Program, commented on the projects that were completed in recent years, reviewed the upcoming projects and reviewed the recommendations for the program going forward.

Councilmember Allen discussed the last project that was completed along 7th and asked that the manhole covers be shifted back to the center of the roadway. Schlichting stated this would be staff's intention.

The Council supported staff creating a one-page information sheet for the City's Living Streets Program.

Councilmember Vint Frischman supported the Council further discussing how to address cul-de-sacs going forward. Schlichting reviewed the number of cul-de-sacs in the City and noted staff could bring this topic back to the Council for further discussion.

Councilmember Allen commented he supported the policy remaining in place so long as there was a little wiggle room for adjustments if a neighborhood were to bring forward comments or concerns.

Councilmember Vint Frischman agreed, noting she wanted the City to be able hear from the neighborhoods if they had concerns about a proposed street project. Massopust indicated that the engineering staff takes into consideration anomalies within neighborhoods, but understood deviations could still occur within the plan.

Acting Mayor Dunsworth reported that cul-de-sacs in the City were unique. She recommended some level of flexibility remain in projects that include cul-de-sacs, especially for the smaller cul-de-sacs.

Councilmember Allen questioned if the information session with the residents should be held earlier in the process so as to not disrupt the engineering efforts for the project.

Acting Mayor Dunsworth commented if there was a lot of push back from some neighborhoods, there may just be push back and City staff will have to move forward with the project even though the residents are unhappy. Schlichting commented on how it was nice the City had 27-foot-wide streets in place now for residents to drive and view when they had concerns regarding the narrowing of streets.

Councilmember Steffenhagen supported the City Council acknowledging that some neighborhoods in the City were unique while also allowing staff to move forward with these projects without major disruptions. He questioned what parameters should be put in place for the smaller cul-de-sacs in order to keep these projects uniform. Schlichting stated the 40 smaller cul-de-sacs may not apply to the Living Streets Program given their size and not much traffic calming could be created on these short roadways. He indicated staff could take a deeper look at the medium sized cul-de-sacs to see if there was a benefit to shrinking the street.

Councilmember Allen stated he understood there were times the Council made decisions that not everyone likes. He explained he supported the City speaking with residents earlier on in the planning process in order for the residents to be educated and to have time to absorb the new street concept. Massopust anticipated the City could send out a mailing to residents with the Living Streets Program information and a proposed design of the street one year prior to the project beginning.

Councilmember Vint Frischman questioned when the County would be improving Long Lake Road. Schlichting stated this pavement preservation project was on the County's calendar for 2028 or 2029.

Worksession adjourned at 6:05 pm

Respectfully submitted,

Terri Spangrud
City Clerk



COUNCIL PROCEEDINGS THE CITY OF NEW BRIGHTON

Pursuant to notice thereof, a regular meeting of the New Brighton City Council was held Tuesday, March 24, 2026 at 6:30 pm in the New Brighton Council Chambers.

Present: Mayor Niedfeldt-Thomas, Councilmembers Allen, Dunsworth, Vint Frischman and Steffenhagen (attending remotely pursuant to M.S. § 13D.02.)

Absent:

Also Present: Devin Massopust-City Manager, Sarah Sonsalla-City Attorney (attending remotely), Gina Foschi-Finance Director, Craig Schlichting-Director of 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 March 24, 2026 Council Agenda.

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

A roll call vote was taken.

5 Ayes, 0 Nays-Motion Carried

Special Order of Business

- 1. Consider Resolution Recognizing the Service of Outgoing Commissioners.

Mayor Niedfeldt-Thomas recognized the service of the City’s outgoing Commissioners. She thanked Carlos Herrera, Ellen Weber, Sophie Jung, Mark Jansen and Kena Abdissa for their one to five years of service to the City and thanked Gary Bank and Liza Allen for their six to twelve years of service to the City. She presented these individuals with a letter of thanks and certificate. A round of applause was offered by all in attendance.

Motion by Councilmember Vint Frischman, seconded by Councilmember Dunsworth to adopt a Resolution recognizing the Service of Outgoing Commissioners.

A roll call vote was taken.

Call to Order

Pledge of Allegiance

Public Comment Forum

Approval of Agenda

Approval of the March 24, 2026 Agenda.

Special Order of Business

1. Consider Resolution Recognizing the Service of Outgoing Commissioners.

5 Ayes, 0 Nays - Motion Carried

2. Consider Resolution Recognizing Paul Zisla’s 30 years as a City Commissioner and Naming Him a City Ambassador.

2. Consider Resolution Recognizing Paul Zisla’s 30 years as a City Commissioner and Naming Him a City Ambassador.

Mayor Niedfeldt-Thomas read a Resolution in full for the record that recognized the service of Paul Zisla and thanked him for his 30+ years of dedicated service to the City of New Brighton and named him a City Ambassador. She presented him with a letter and certificate. A round of applause was offered by all in attendance. Paul Zisla explained he began attending city council meetings in another city 50 years ago. He stated he has seen cities operating at their worst and at their best. He was proud to say that New Brighton was operating at its best by being well governed and well managed.

Motion by Councilmember Allen, seconded by Councilmember Dunsworth to adopt a Resolution recognizing Paul Zisla’s 30 Years as a City Commissioner and Naming Him a City Ambassador.

A roll call vote was taken.

5 Ayes, 0 Nays - Motion Carried

Consent Agenda

Consent Agenda

1. Consider Approval of Payments.
2. Approve City Council Minutes:
 - a. March 3, 2026 Worksession Meeting Minutes.
 - b. March 10, 2026 Work Session Meeting Minutes.
 - c. March 10, 2026 City Council Meeting Minutes.
3. Accept Receipt of Commission Minutes:
 - a. December 8, 2025 Public Safety Commission Meeting Minutes.
 - b. February 9, 2026 Public Safety Commission Meeting Minutes.
4. Consider Approval of Renewal of Tobacco License for NB Tobacco Inc.
5. Approve Annual Agreement with Northeast Youth and Family Services (NYFS).
6. Consider Memorandum of Understanding between Law Enforcement Labor Services Local No. 263 and the City of New Brighton regarding Multilingual Pay Policy.
7. Consider Resolution Accepting Feasibility Study and Set Public Improvement Hearing Date for City Project 26-1, 2026 Street Rehabilitation.
8. Consider Resolution Authorizing Execution of the 2023 Metropolitan Council Municipal Inflow and Infiltration Grant.
9. Consider Ordinance 924 for Chapter 16: Fire Protection and Prevention, Article III, effective July 1, 2026.

- 10. Consider Resolution Authorizing Publication of Ordinance 924 by Title and Summary.
- 11. Authorize Staff to Purchase a Falcon 3100 Camera Trailer and Mobile Pro Systems.
- 12. Consider Approving \$50,000 in Local Affordable Housing Aid (LAHA) for emergency rental assistance and authorizing staff to enter into an agreement for services with Mounds View Public Schools (ISD 621).
- 13. Consider Ordinance 930: An Ordinance to update the official flood insurance rate maps in the City to the newest map versions which reflect the latest approved floodplain data for the City of New Brighton.
- 14. Consider Resolution Appointing Individuals to Advisory Commissions.

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

A roll call vote was taken.

5 Ayes, 0 Nays - Motion Carried

Public Hearing

- 1. 2026 Special Assessment Report and Public Hearing for City Project 24-1, 2024 Street Rehabilitation.

Public Hearing

- 1. 2026 Special Assessment Report and Public Hearing for City Project 24-1, 2024 Street Rehabilitation.

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

Director of Community Assets and Development Schlichting stated the approval of City Project 24-1, 2024 Street Rehabilitation included the recommendation that costs associated with the street rehabilitation portion of the project be funded by general taxes and assessments against benefiting properties in the project area. Minnesota State Statute 429 requires a Public Hearing be held to adopt the proposed assessments. The 2026 Special Assessment Report for City Project 24-1, 2024 Street Rehabilitation was reviewed with the Council and contained project costs, assessment rates, project location maps, and the resolution necessary for adoption of the assessments. Staff commented further on the improvements that were included in the project area and recommended the Council approve the 2026 Special Assessment Report for the 2024 Street Rehabilitation Project.

Mayor Niedfeldt-Thomas requested staff speak to the senior deferral process. Director of Community Assets and Development Schlichting encouraged seniors who made less than \$30,000 per year to reach out to him and he could provide these seniors with the form that needs to be filled out for the senior deferral program.

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

A roll call vote was taken.

5 Ayes, 0 Nays - Motion Carried

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

Paul Nygard, 391 Oakwood Drive, stated he did not understand why his road had to be narrowed. He reported he was told the roadway was narrowed to slow traffic, but explained traffic was still flying down his street. He discussed how it was difficult to drive down Oakwood Drive when vehicles and delivery trucks were parked on the street. He explained the narrow roadway was made worse this winter because the plows did not clear the street from curb to curb. He

indicated he would have liked to have seen the roadway made wider with the sidewalks pushed back.

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

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

A roll call vote was taken.

5 Ayes, 0 Nays - Motion Carried

The Public Hearing was closed at 7:02 p.m.

Motion by Councilmember Vint Frischman, seconded by Councilmember Allen to adopt the assessment resolution contained in the 2026 Special Assessment Report, Project 24-1, 2024 Street Rehabilitation.

A roll call vote was taken.

5 Ayes, 0 Nays-Motion Carried

- 2. Consider a Resolution approving a minor subdivision with a variance to subdivide the land at 1639 14th Avenue NW.

2. Consider a Resolution approving a minor subdivision with a variance to subdivide the land at 1639 14th Avenue NW.

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 Morgan and Thomas Brama are seeking to subdivide the property at 1639 14th Avenue NW into two lots. While the land is large enough to accommodate two conforming lots, splitting the land down the middle would necessitate the removal and relocation of the attached garage on the existing home causing unnecessary damage to the shoreland district. To avoid such impacts, the Brama family proposes to subdivide the property just south of the existing garage to meet setbacks necessitating a variance from minimum lot size requirements in the Shoreland district. Staff commented on the request further and reported the Planning Commission recommended approval with conditions.

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

A roll call vote was taken.

5 Ayes, 0 Nays - Motion Carried

The Public Hearing was opened at 7:11 p.m.

Joe Vigg, 1412 16th Street, explained he was concerned with how the property at 1581 will access utilities. He stated he would be very interested to learn how this lot would access gas and electricity. He questioned if the City was so desperate for money that it had to begin carving up pieces of property in order to generate money.

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

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

A roll call vote was taken.

5 Ayes, 0 Nays - Motion Carried

The Public Hearing was closed at 7:14 p.m.

Councilmember Vint Frischman asked how the accessory building would be handled. Assistant Director of Community Assets and Development Gozola explained the Brama’s would have six months to apply for a building permit and if this action is not taken, the City could go in and formally remove the accessory building and the expense would be assessed to the property owner. He reported the applicant stated at the Planning Commission meeting that he has ever intent to pull a building permit in the next six months.

Mayor Niedfeldt-Thomas questioned how many accessory structures a lot could have. Assistant Director of Community Assets and Development Gozola explained there were a number of factors that determined how many accessory structures a lot could have and noted he could not state a specific number.

Motion by Councilmember Allen, seconded by Councilmember Vint Frischman to approve the proposed minor subdivision with a variance subject to conditions.

A roll call vote was taken.

5 Ayes, 0 Nays-Motion Carried

Council Business

1. Downtown Vision Plan Concepts Review.

City Manager Massopust stated representatives from Damon Farber were in attendance to lead Council through the feedback received during Phase I of the Downtown Vision Planning process, explain how that feedback was used to set the foundation for the draft Downtown Plan, and to review initial draft concepts prior to launching Phase II of the study. Rachel Blaseg, Damon Farber, provided the Council with a presentation on the information that has been gathered from the public to date. She reported the top priorities from the public were public realm improvements with new and improved public spaces, walkability and pedestrian safety, having more local shops, dining and everyday amenities, nature-based and low-maintenance landscapes, maintaining a small town character and identify, and having downtown be a community hub.

Jeff McMenimen, Damon Farber, described how a small town feel had been created in Robbinsdale, Columbia Heights, Roseville, North St. Paul, and Richfield.

Ms. Blaseg commented further on the planning principles and concepts noting the themes from the public were to put people first, strengthen the public realm, create a downtown for everyday life, building a community gathering place, maintaining New Brighton’s small-town character, connecting people with parks and places, focus on change where it matters the most, to design safe and comfortable streets, utilizing plantings for more than just aesthetics and to invest wisely and incrementally in the community.

Mr. McMenimen stated following the public engagement, a focused design workshop was held with City staff, public officials and local residents. The concepts presented here are a direct outcome of that collaborative process. He explained three concepts were developed, each building upon the previous. Rather than representing implementation phases, the concepts illustrate a progression in the scale of change from the neighborhoods existing condition. The three concept plans, which were titled public realm focus, targeted infill and relocate, were reviewed in further detail with the Council.

Ms. Blaseg reviewed the next steps and provided the Council with a schedule update. She indicated an open house would be held on April 8 and a new survey would be opened on that date. She thanked the Council for their time and consideration and asked for comments or questions.

Mayor Niedfeldt-Thomas asked if the staging would begin with something low and then working up to the high. Mr. McMenimen reported the City Council could select the public realm focus and the emphasis of the plan would be focused on public realm improvements and a phasing strategy would be created for this plan. He explained the Council could opt for the relocate plan which would require a higher degree of phasing and this would all be built into the plan.

Council Business

1. Downtown Vision Plan Concepts Review.

Mayor Niedfeldt-Thomas indicated she would love if New Brighton had architecturally significant buildings in a downtown area. She questioned what “authentically New Brighton” meant to the consultants. Mr. McMenimen explained the history of New Brighton would be studied in order to assist with creating a downtown area. He stated the grid of streets would also be considered and commended the City for having great access to major freeways. He discussed how important the railroad was to the community and noted this could be brought into the downtown area. Councilmember Allen commented on how the proposed concepts would require private property owners to be engaged in the project to get the proposed downtown area redeveloped. He discussed how the relocation plan would require significant private and public investment along with the movement of City Hall and the Community Center to Block B. Mr. McMenimen reported eminent domain was not proposed for any of the plans, but rather development would occur over time as properties became available.

Mayor Niedfeldt-Thomas commented on the investment the City has made in its parks in recent years. She explained she found it interesting that residents were not interested in more housing in the community, but noted more retail and dining was dependent upon the City having more housing units.

Councilmember Allen stated the City has had a number of redevelopment projects in recent years and noted mixed use has not been pursued. Mr. McMenimen reported he has seen this in other communities as well. He indicated it was hard to attract cafes until a sufficient level of density was in place. He explained having a vision plan in place would help the City attract and support new businesses in the community.

Councilmember Allen agreed the City Council would benefit by having a vision plan in place in order to better plan for the long term future of the City.

Councilmember Vint Frischman asked what time the open house would be held on April 8. Assistant Director of Community Assets and Development Gozola stated staff has yet to set the time, but noted April 8 was chosen because there would be a farmers market and blood drive at the Community Center that day.

Mayor Niedfeldt-Thomas thanked the representatives from Damon Farber for the presentation on the Downtown Vision and stated she looked forward to attending the open house on April 8.

2. Brightwood Hills Clubhouse Public/Private Partnership Proposals.

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

Director of Community Assets and Development Schlichting stated as part of the City’s ongoing evaluation of long-term improvements at Brightwood Hills Golf Course, staff issued a request for development interest related to the potential redevelopment of the existing clubhouse site along Silver Lake Road. The intent of this effort is to explore opportunities that support reinvestment in golf course facilities, enhance the user experience, and align with broader City goals related to land use, housing, and financial sustainability. In response, the City received two redevelopment proposals. Both proposals include a combination of a new Brightwood Hills Golf Course clubhouse and market-rate multifamily housing. Each concept is intended to allow the golf course to continue operating while modernizing facilities and introducing new development on a portion of the site.

- Equinox Development submitted a proposal that includes two conceptual options:
 - Concept A: A new standalone clubhouse building paired with a market-rate apartment building
 - Concept B: A clubhouse integrated within the first floor of a market-rate apartment building

Director of Community Assets and Development Schlichting explained both concepts include approximately 120 market-rate rental units, surface and structured parking, and new indoor and outdoor golf-related amenities

- The Beard Group submitted a proposal titled Brightwood Flats, which includes approximately 139 market-rate apartments and a new standalone clubhouse facility. The proposal incorporates underground parking, surface parking shared with golf course operations, and expanded clubhouse and practice amenities.

Director of Community Assets and Development Schlichting reviewed the common elements across the proposals. Both proposals also contemplate public-private partnership structures and identify the need for further financial, operational, and policy discussions with the City. While the proposals differ in layout and scale, both include:

2. Brightwood Hills Clubhouse Public/Private Partnership Proposals.

- Construction of a new golf course clubhouse
- Continued public ownership and operation of the golf course
- Market-rate housing as a mechanism to support reinvestment
- New or improved golf amenities and event space
- Phased development timelines that allow for continued seasonal golf operations

Director of Community Assets and Development Schlichting reviewed the financing and ownership options for the concept plans. He discussed the feedback staff received from PREC and the EDC, noting these groups found the proposal from the Beard Group to be more favorable. Staff commented further on the proposals and requested direction from the Council on how to proceed.

Mayor Niedfeldt-Thomas supported the City working with Grace Point Church to ensure their infrastructure and stormwater concerns were addressed through this redevelopment project.

Councilmember Vint Frischman stated she was pleased the City received two proposals for this redevelopment project. Councilmember Allen indicated he supported the City moving forward with the Beard Group proposal. He explained he would like to know how the surface parking lot would be addressed noting he wanted to ensure there were parking spots available for golf course visitors. Director of Community Assets and Development Schlichting stated a shared parking facility would be pursued for this project.

Councilmember Dunsworth requested further information on the City's vetting process for developers. Director of Community Assets and Development Schlichting explained he reviewed the developers online and went through their websites to ensure they were reputable. In addition, he noted staff toured a Beard Group facility.

Mayor Niedfeldt-Thomas inquired if the Beard Group would be the operators of this apartment building after it was constructed. Director of Community Assets and Development Schlichting explained the Beard Group works with the Bader Group for building management and maintenance.

Mayor Niedfeldt-Thomas requested further information regarding the CIC. Director of Community Assets and Development Schlichting reported the CIC would allow the City to define the exact space that was owned by the City. He noted Columbia Heights has a CIC in place for their City Hall.

Mayor Niedfeldt-Thomas reported the consensus of the Council was to direct staff to move forward with the Beard Group proposal.

Commission Liaison Reports, Announcements and Updates

Devin Massopust

City Manager Massopust reported he sent a legislative update to the City Council via email. He encouraged the public to attend the April 8 downtown visioning open house.

Graeme Allen

Councilmember Allen reviewed several items that were approved on the Consent Agenda, noting the City renewed its contract with Northeast Youth and Family Services and was providing funding to Ralph Reeder in order to provide rental assistance to New Brighton residents. He thanked all of the outgoing Commissioners who served the City and welcomed the new Commissioners that would be joining the City in April. He reported the CPY Community Luncheon would be held on Tuesday, April 21 at 12:00 p.m. at Christ the King Church.

Jeanne Vint Frischman

Councilmember Vint Frischman reported the Public Safety Commission will be welcoming four brand new Commissioners in April. She recognized Student Commissioner Kena Abdissa and noted she would be dearly missed.

Mayor Niedfeldt-Thomas

Mayor Niedfeldt-Thomas reported the City passed a multilingual pay policy on the Consent Agenda. She commented on the support the City offered to Ralph Reeder and encouraged residents to consider making a donation to Ralph Reeder in March as it was Hunger Action Month. She explained she attended the League of Minnesota Cities Day on the Hill where the City's legislative priorities were discussed. She stated the City was gearing up to begin working on

**Commission Liaison
Reports, Announcements
and Updates**

the 2050 Comprehensive Plan. She noted the City Council would be meeting next on Tuesday, April 7. She reported the League of Women Voters would be holding a gathering on Saturday, April 11. She indicated the Mounds View Schools Education Foundation would be holding their luncheon on Friday, April 10. Lastly, she wished the Irondale Drum Line good luck as they will be performing at an International Competition in Dayton, Ohio.

Adjournment

Mayor Niedfeldt-Thomas adjourned the meeting at 8:44 p.m.

Adjournment

The meeting adjourned at 8:44 p.m.

Kari Niedfeldt-Thomas, Mayor

ATTEST: _____
Terri Spangrud, City Clerk



MINUTES
New Brighton Equity Commission
Regular Meeting – February 19, 2026
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, Sophie Jung, Kami Miller, Michael Postle, Melissa Spiess, Kisten Thompson and Ellen Weber

Members Absent: Commissioners Carlos Herrera and Liz Ersted-Hicks

Also Present: DEI Coordinator Hue Schlieu

III. Approval of Agenda

Motion by Commissioner Postle, seconded by Commissioner Thompson to approve the agenda as presented.

Approved 7-0

IV. Approval of Minutes

Motion by Commissioner Thompson, seconded by Commissioner Postle to approve the minutes from the January 15, 2026 meeting.

Approved 7-0

V. Business Items

A. Housing Action Plan

Schlieu reviewed the DRAFT Policy #1 for the development of a home improvement loan program, as part of our on-going Housing Action Plan efforts. She reviewed the key points within the home rehab program. She explained many cities operate home improvement loan programs, and the recent creation of Local Affordable Housing Aid (LAHA) to fund housing initiatives throughout the state opens the door for New Brighton to operate a program as well. The draft program guidelines were further reviewed with the Commission. Staff asked that the Commission provided staff with comments or questions on the program and recommendations. It was noted specific details that staff would like further comment on would be the following program parameters:

1. Max loan amount (\$15K)
2. Interest rate (3% for regular, 0% for seniors)
3. Payback period (10 years for regular, deferred until sale for seniors)
4. Income limits/restrictions (80% AMI)
5. Special provisions for seniors
6. Manufactured homes eligibility and down payment option
7. Requirements for social security number
8. Budget: Amount to allocate to this program (recommend \$300K annually from LAHA resources)
9. Should there be a separate budget carve out for each sub-program?

Discussion included:

- The Commission suggested the minimum loan amount be increased given the cost for materials and labor at this time.
- The Commission acknowledged that increasing max loan amount would potentially decrease the number of people who would access the loan. The Commission suggested a cap on the number of large projects each year.
- The Commission asked who would be the third party administrator for the loans. Staff stated it was her understanding the third party administration would be managed by Ramsey County.
- The Commission supported limiting eligible borrowers to owner-occupied units.
- The Commission supported preventing conversion of the participating properties to rental units.
- The Commission suggested accommodations be made for individuals with disabilities in the same manner as seniors.
- The Commission supported the loans being offered to individuals at 60% AMI.
- The Commission had questions about what income counts, how residents were defined, and if those who have filed for bankruptcy were eligible for these loans.
- The Commission supported the City working to remove some of the credit barriers and paperwork requirements in order to help those who were most in need, noting this may require loan applications to be reviewed on a case by case basis to allow people to explain their circumstances.
- The Commission supported the loans be deferred for a number of years at 0% interest noting that low-income residents may not be able to afford the monthly payments even if rates are below market rate.
- The Commission suggested the City have lists of other resources available for the individuals seeking these loans because they may benefit from other county, state or federal assistance.
- The Commission recommended non-rental ADU's be eligible for this program.
- The Commission questioned how the City would navigate applicants that were income poor but asset rich.
- The Commission noted that there are currently too many requirements during underwriting, stating that households below 60% AMI may be disproportionately impacted by financial hardship.
- The Commission found the language limiting eligibility for condo/townhouse within larger units to be irrelevant and confusing, noting that as long as the individual unit is owner-occupied, it should be eligible. Additionally, units being rented out within a larger complex are not eligible due to rental guidelines already set forth.
- The Commission suggested the language regarding the improvements must add value be removed from the program or make the point less ambiguous.

- The Commission discussed how to help residents who wanted to complete work themselves through sweat equity and how to manage funding of these loans. Staff explained the manner in which the program was designed was for reimbursement and not for payment up front.
- The Commission suggested the City create a list of contractors that were not allowed to work in the City because they were not trustworthy.
- Staff recommended applicants seek at least three bids for a project in order to get a fair comparison for project costs.
- The Commission asked when this program would be up and running. Staff explained the Council was hoping to approve the program in May or June in order to have funding available for residents yet this year.
- The Commission recommended the 1% origination fee and other administrative fees (mortgage filing, title work, etc.) be eliminated.
- The Commission supported loans being forgiven after 30 years.
- The Commission supported allowing households to reapply for a loan if the first loan was paid off or allow multiple loans so long as they are under the household lifetime limit.
- The Commission recommended the program be evaluated quarterly for the first year in the event adjustments were necessary.
- Staff thanked the Commission for their feedback and noted this program would be reviewed by the Commission again in May or June.

VI. City Staff Update – Hue Schlieu, DEI Coordinator

Schlieu stated the City’s website was being updated weekly and encouraged the Commission members to take the printed out resources. She explained the City had joined the Safe and Stable Communities Coalition. She encouraged Commission members to fill out the Civic Center Campus survey. She indicated the community iftar dinner would be held on March 4. She noted Tibet Fest would be held on May 10.

VII. Chair Update – Kami Miller

Chair Miller stated she would like to amend the Chair Update to “A Good of the Order Update” in order to allow all Commission members to speak during this time.

VIII. City Council Update – Emily Dunsworth

There was no report from the City Council.

IX. Adjournment – Next Meeting: March 19, 2026

The meeting adjourned at 8:42 p.m.

Respectfully submitted,



Hue Schlieu
DEI Coordinator



Agenda Section:	Consent Agenda
Meeting Date:	April 14, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Resolution Approving a 2025 SCORE Grant amendment to amend the base funding amount being given to the City in 2025, changing some agreement provisions, and updating the agreement term from an additional 4 years to an additional 3 years (through 2029).

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

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>-- Last year, Ramsey County asked all of its communities to enter into a five-year agreement to govern SCORE funding rather than revisit this item every year. The city agreed and adopted Resolution 2025-067b approving the current agreement on 11/24/25.</p> <p>-- SCORE grant money <i>partially</i> funds budget items directly related to the 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.</p> <p>-- Preliminary data provided to staff suggested the City would receive \$93,518 in SCORE funds in 2026. This number is being reduced by the County to \$76,235. To offset this \$17,283 loss in revenue, planned grant expenditures towards Climate Action Plan initiatives will be curtailed in 2026.</p>
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Recommendations:	Staff recommends approval of the Resolution to amend the SCORE Grant agreement with Ramsey County as requested. Accepting less grant funding than anticipated is far preferable to getting no grant money, and none of the other minor amendments to the agreement give reason for concern.
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Applicable Deadlines:	Approval of this resolution is required at this time to ensure the City's allocated SCORE funding is received this year.
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Community Impact:	Securing a yearly SCORE grant from Ramsey County supports: <ul style="list-style-type: none"> -- 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
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Legislative History:	<ul style="list-style-type: none"> -- 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. The 2026 agreement was approved on 11/25/25. -- In March, Ramsey County sent all communities a new calculation on SCORE grant funding for the year, and directed all communities to sign the amendment by April 16th, 2026.
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Strategic Priority:	<u>Financial Sustainability</u>
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Fiscal Impact:	Financial Consideration?	Yes: While less than anticipated, the \$76,235 in grant funds we will now receive remain critical to supporting the New Brighton recycling program
	Revenue/Expenditure Amount:	\$
	Financing Source:	Grant Dollars
	Notes:	

Attachments:	<table border="1" style="width: 100%;"> <tr> <td style="width: 10%;">1.</td> <td>Resolution</td> </tr> </table>	1.	Resolution
1.	Resolution		

	2.	Original Agreement
	3.	Proposed Amendment

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

RESOLUTION AUTHORIZING STAFF TO ENTER INTO A GRANT AMENDMENT
WITH RAMSEY COUNTY GOVERNING SCORE RECYCLING GRANTS
FROM 2026 THROUGH 2029

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 to support recycling and recycling related services, and

WHEREAS, Ramsey County provided all cities with estimates for anticipated 2026 funding in late 2025 for budgeting and planning purposes; and

WHEREAS, the City Council approved Resolution 2025-067b on 11/25/25 accepting anticipated SCORE funding awards for 2026 through 2030; and

WHEREAS, in March of 2026, Ramsey County informed all communities that final SCORE allocations in 2026 will be less than anticipated, and they are therefore requiring that all communities still wishing to participate in the program enter into an amendment to the grant agreement; and

WHEREAS, the amendment will reduce 2026 grant funding from \$93,518 down to \$76,235, and will reduce the agreement terms to run through 2029; and

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

WHEREAS, the City Manager, City Attorney, and City Clerk are asked to sign the amendment once authorized to do so by the City Council.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of New Brighton that City staff is authorized to enter into the proposed amendment with Ramsey County to oversee yearly disbursement of SCORE grant funds through 2029.

ADOPTED this day of April 14, 2026, 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.

Amendment One to PH001464

The Agreement between Ramsey County, (the "County") and the City of New Brighton (the "Municipality") is hereby amended as follows:

In this Amendment, deleted terms will be struck out and added terms will be underlined and bolded, except where described otherwise.

Revision 1: Section 1.a.6. of the Agreement is amended as follows:

6. The Municipality commits to the following one or two incentive(s) resources:
 The Municipality shall implement the incentives specified in Attachments A and A1:
 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. Attachments A and A1 are attached and made part of this Agreement.

Revision 2: Section 1.b. of the Agreement is amended as follows:

Recycling Performance Work Plan

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

Revision 3: Section 1.c.2 of the Agreement is amended as follows:

The County shall reimburse the Municipality a maximum not to exceed sum ~~of \$93,518~~ in base funding ~~with \$11,907.50 in~~ and incentive funding **for each year, as detailed in the table below:**

<u>Time Period</u>	<u>Base Funding</u>	<u>Incentive Funding</u>	<u>Work Plan</u>
<u>1/1/26 - 12/31/26</u>	<u>\$76,235</u>	<u>\$11,027</u>	<u>Attachment A-1</u>
<u>1/1/25 - 12/31/25</u>	<u>\$93,518</u>	<u>\$11,907.50</u>	<u>Attachment A</u>

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.

Revision 4: Section 2. of the Agreement is amended as follows:

The term of this Agreement shall be from January 1, 2025 through December 31, ~~2025~~ **2026** and may be renewed for up to an additional ~~4~~ **3** years as determined by the County. Each renewal year will require a new workplan and a new total award amount.

Revision 5: Section 4 of the Agreement is amended as follows:

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~~ **applicable Recycling Performance Work Plan.**
- 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.

Except as modified herein, the terms of the Agreement shall remain in full force and effect.

RAMSEY COUNTY

CITY OF NEW BRIGHTON

County Manager, or designee

By _____

Title: City Administrator _____

Date: _____

Date: _____

Approved as to Form and insurance:

Approved as to Form:

By _____
Assistant County Attorney

By _____
Municipality Attorney

Approval recommended:

By _____
Public Health Director

By _____
Clerk/Treasurer

Attachment A-1

New Brighton 2026 Recycling Performance Work Plan

Minimum Requirements

1. Complete all 2026 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 Ramsey County.
3. Use Ramsey 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 Ramsey 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 Ramsey 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 city'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 Ramsey 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 Ramsey 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 Ramsey 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
Meeting Date:	April 14, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Resolution Appointing Individuals to Public Agencies

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

Summary Statement:	The City Council annually appoints delegates and alternates to various partnering organizations to serve as representatives of the City.
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Recommendations:	Approve the resolution appointing individuals to public agencies
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Applicable Deadlines:	NA
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Community Impact:	Appointing representatives to the regional organizations ensures New Brighton has a voice in shaping policies and securing resources that align with the City’s strategic priorities, including equity, economic growth, and quality of life. These appointments strengthen partnerships, promote inclusivity, and ensure diverse perspectives are considered in regional decision-making, fostering a more equitable and resilient community.
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Legislative History:	The City Council approves a similar resolution annually.
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Strategic Priority:	<u>Community Engagement & Belonging</u>
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Fiscal Impact:	Financial Consideration?	<u>No</u>
	Revenue/Expenditure Amount:	\$
	Financing Source:	<u>N/A</u>
	Notes:	

Attachments:	1. Appointing_IndividualsToPublicAgencies_2026
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RESOLUTION NO. _____
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

APPOINTING DELEGATES AND ALTERNATES TO SERVE AS LIAISONS TO PUBLIC AGENCIES IN 2026

WHEREAS, it is important to the City Council that the City of New Brighton be represented at meetings of specific public agencies and organizations whose responsibilities relate to the City of New Brighton;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton that the following representatives are appointed to serve as the City’s representatives to various public agencies and organizations as follows:

League of MN Cities	Delegate: Kari Niedfeldt-Thomas
Metro Cities	Delegate: Jeanne Vint Frischman
Ramsey County League of Local Governments	Delegate: Graeme Allen
Northeast Youth & Family Services	Delegate: Jennifer Fink
North Suburban Cable Commission	Delegate: Emily Dunsworth
North Metro Mayors Association	Delegate: Kari Niedfeldt-Thomas
Community Partners with Youth (CPY)	City Council designates authority to the City Manager to appoint a representative
Twin Cities Gateway	Delegate: Jennifer Fink

ADOPTED this 14th day of April 2026 by the New Brighton City Council with a vote of _____ ayes and _____ nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk



Agenda Section:	Consent Agenda
Meeting Date:	April 14, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Resolution Appointing Acting Mayor

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

Summary Statement:	MN State Statute 412.121 requires cities to annually designate an acting mayor from among the City Council members. The acting mayor is responsible for performing the duties of the mayor during the absence of the elected mayor or, in the case of a vacancy in the office of mayor, until a successor has been appointed and qualifies.
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Recommendations:	Approve the resolution appointing the acting Mayor for 2026
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Applicable Deadlines:	NA
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Community Impact:	Appointing an Acting Mayor in accordance with Minnesota State Statute 412.121 ensures continuity of leadership and decision-making in the event the Mayor is unable to fulfill their duties. This proactive measure supports the efficient operation of City government, maintaining stability in public services and responsiveness to community needs. By following established statutory procedures, the City upholds transparency and good governance, reinforcing public trust in municipal leadership.
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Legislative History:	The New Brighton City Council appoints an acting mayor annually.
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Strategic Priority:	<u>N/A</u>
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Fiscal Impact:	Financial Consideration?	<u>No</u>
	Revenue/Expenditure Amount:	\$
	Financing Source:	<u>N/A</u>
	Notes:	

Attachments:	1. Resolution_Appointing_ActingMayor_2026
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RESOLUTION No. _____
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

RESOLUTION DESIGNATING THE ACTING MAYOR FOR 2026

WHEREAS, the City Council annually appoints a City Councilmember to serve as Acting Mayor in the absence of the elected Mayor in compliance with MN State Statute 412.121; and

WHEREAS, the Acting Mayor has the responsibility of handling the roles and responsibilities of this position if the Mayor is unavailable to attend a meeting or perform required duties;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton , Minnesota that Councilmember Emily Dunsworth is designated to serve as the Acting Mayor for the City of New Brighton in 2026.

ADOPTED this 14 day of April, 2026 by the New Brighton City Council with a vote of _____ ayes and _____ nays.

Kari Niedfeldt-Thomas, Mayor

ATTEST:

Devin Massopust, City Manager

Terri Spangrud, City Clerk



Agenda Section:	Consent Agenda
Meeting Date:	April 14, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Resolution Designating a New Polling Place for Precinct 8

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

Summary Statement:	<p>MN State Law requires that each election precinct in the city have a polling place for in-person election day voting within one mile of the precinct boundaries.</p> <ul style="list-style-type: none"> • GracePoint Church (2351 Rice Creek Rd), the long-time polling place for New Brighton Precinct 8, has become unavailable for election use in 2026 due to an extensive remodeling project. • Atonement Lutheran Church, located directly across the street at 1980 Silver Lake Rd, has agreed to serve as the Precinct 8 polling place for all 2026 elections. • City staff and Ramsey County Election staff toured the facility and confirmed it meets all requirements for election use, including ample parking, appropriate voting room size and proximity to the front entrance, full-day election judge accommodations, accessibility, and security. • Although the facility houses a preschool, students and voters use separate entrances and voting activities will be physically separated from school activities — similar to the existing arrangement at St. John's. • To notify affected residents, Ramsey County will mail a postcard to every affected voter at least 25 days before the next election. The City will also inform residents through the newsletter, website,
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	social media, and other available channels. Per MN Statute §204B.16 subd. 1(b), a large-print sign visible from the road will be posted at the former polling location on every Election Day through the next Presidential Election, displayed in all legally required languages per M.S. §204B.295 subd. 2.
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Recommendations:	Approve a resolution designating a new polling place for Precinct 8.
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Applicable Deadlines:	As soon as possible
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Community Impact:	Approval of this item ensures Precinct 8 residents continue to have a safe, accessible, and legally compliant polling place for all 2026 elections with no disruption to their ability to vote in person on Election Day. Residents in minority language communities will be informed in their language and able to participate fully in the democratic process. If this item is not approved, Precinct 8 residents, including those in minority populations and those with limited familiarity with government processes, could face confusion, barriers to voting, or loss of access to in-person voting at a location they can reasonably reach.
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Legislative History:	While Ramsey County Elections manages polling places and agreements with facilities governing setup, security, and election day operations per our Election Services Agreement, MN State Statute section 204B.16 requires the governing body of each municipality to designate a new polling place by resolution when an existing polling place becomes unavailable.
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Strategic Priority:	<u>N/A</u>
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Fiscal Impact:	Financial Consideration?	<u>No</u>
	Revenue/Expenditure Amount:	\$
	Financing Source:	<u>N/A</u>
	Notes:	

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Attachments:	1.	Map_GracePointToAtonement_2026
	2.	Resolution_DesignatingPollingPlace

Cub - New Brighton

Thai & More
Thai

Marco's Pizza
Pizza

Speedway

2 min
0.3 miles

Rice Creek Rd

Rice Creek Rd

Rice Creek Rd

GracePoint Church

Brightwood Hills
Golf Course

Google Maps



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

RESOLUTION DESIGNATING A NEW POLLING PLACE FOR NEW BRIGHTON PRECINCT 8

WHEREAS, Minnesota Statutes 204B.16, subd 1 requires the City Council, by ordinance or resolution, to designate polling places for the upcoming election year if any changes have been made; and,

WHEREAS, changes to the polling places locations may be made at least 90 days before the next election if one or more of the authorized polling places becomes unavailable for use; and,

WHEREAS, GracePoint Church, located at 2351 Rice Creek Rd, the long-time polling place for voters residing in New Brighton Precinct 8, is not available to host voting activities for the 2026 election season; and

WHEREAS, Atonement Lutheran Church, located at 1980 Silver Lake Rd, has offered to host voting activities for residents in Precinct 8; and

WHEREAS, Atonement Lutheran Church has been found to meet all polling place requirements and qualifies as a polling place;

NOW, THEREFORE, BE IT RESOLVED, that the New Brighton City Council hereby confirms polling places for Precincts 1, 2, 3, 4, 5, 6, and 7 and establishes a new polling place for Precincts 8 as follows for all elections conducted in the city:

- | | |
|------------|--|
| Precinct 1 | St. John the Baptist Catholic Church
835 2 nd Ave NW; New Brighton, MN 55112 |
| Precinct 2 | Salem Covenant Church
2655 5 th St. NW; New Brighton, MN 55112 |
| Precinct 3 | Salem Covenant Church
2655 5 th St. NW; New Brighton, MN 55112 |
| Precinct 4 | Christ the King
1900 7 th St NW; New Brighton, MN 55112 |
| Precinct 5 | Faith Church
1600 Silver Lake Rd; New Brighton, MN 55112 |

- Precinct 6 New Brighton Community Center
400 10th St NW; New Brighton, MN 55112

- Precinct 7 Faith Church
1600 Silver Lake Rd; New Brighton, MN 55112

- Precinct 8 Atonement Lutheran Church
1980 Silver Lake Rd; New Brighton, MN 55112

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized to establish a replacement polling place that meets the requirements of the Minnesota Election Law for any polling place designated in this Resolution that becomes unavailable for use less than 120 days before election day; and

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized to designate an emergency replacement polling place that meets the requirements of the Minnesota Election Law for any polling place designated in this Resolution when necessary to ensure a safe and secure location for voting; and

BE IT FURTHER RESOLVED, that the City Clerk is directed to send a copy of this resolution and any subsequent polling place designations to the Ramsey County Elections Office.

ADOPTED this 14th day of April, 2026 by the New Brighton City Council with a vote of _____ ayes and _____ nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk



Agenda Section:	Consent Agenda
Meeting Date:	April 14, 2026

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 regarding Multilingual Pay Policy

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

Summary Statement:	<ul style="list-style-type: none"> • On November 25, 2025, Council approved the 2026-2028 Master Labor Agreement between Law Enforcement Labor Services Local No. 113 and the City of New Brighton. • Police Officers are represented by Law Enforcement Labor Services Local No. 113. • The City of New Brighton Employee Handbook, approved December 9, 2025, includes a Multilingual Pay Policy to recognize the added value and responsibilities of staff who provide services in multiple languages by allowing eligible employees to receive a pay differential of \$1.00 per hour worked. The policy was developed by the internal Equity Strategic Action Team. • Management and labor agreed an MOU would be the best way to make the multilingual pay differential available to Police Officers. Both parties are satisfied with this approach.
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Recommendations:	Approve Memorandum of Understanding between Law Enforcement Labor Services Local No. 113 and the City of New Brighton regarding Multilingual Pay Policy.
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Applicable Deadlines:	None.
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Community Impact:	Collective bargaining unions allow employees to negotiate wages, benefits, and workplace safety.
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Legislative History:	-11/25/2025: Collective Bargaining Agreement approved by City Council -12/9/2025: Multilingual Pay Policy approved in Employee Handbook & 2026 Budget approved by City Council
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Strategic Priority:	<u>Staff Capabilities</u>
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Fiscal Impact:	Financial Consideration?	No <u>Yes</u>
	Revenue/Expenditure Amount:	\$ 2080 per approved individual, plus pay differential for any overtime hours
	Financing Source:	<u>Budgeted</u>
	Notes:	

Attachments:	1. Memorandum of Understanding
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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the City of New Brighton (City) and Law Enforcement Labor Services, Inc. Local No. 113 (LELS) in order to participate in the City's Multilingual Pay Policy. The City and the LELS are referred to collectively as "the Parties."

WHEREAS, the Parties entered into a Labor Agreement, effective January 1, 2026, through December 31, 2028, which governs the general terms and conditions of employment for Officers represented by LELS; and

WHEREAS, the City approved a Multilingual Pay Policy in section 12.16 of the City of New Brighton Employee Handbook to recognize the added value and responsibilities of staff who provide services in multiple languages; and

WHEREAS, the Multilingual Pay Policy allows eligible employees to receive a pay differential of \$1.00 per hour worked; and

WHEREAS the Parties have a mutual interest in making the Multilingual Pay Policy available to Police Officers,

NOW, THEREFORE, the Parties hereby agree that, per the City's Multilingual Pay Policy:

1. Officers meeting the eligibility criteria may initiate a request for the pay differential by submitting the Multilingual Pay Request Form to their supervisor.
2. Final approval of the pay differential is contingent upon meeting the eligibility requirements and Department Director approval.
3. An annual review is required for all employees receiving the multilingual pay differential and should be conducted in alignment with the annual performance evaluation cycle.
4. The City reserves the right to modify, suspend, or discontinue this policy at its discretion.

This MOU shall be effective January 1, 2026, and shall remain in full force and effect through December 31, 2028.

In witness whereof, the parties hereto have executed this AGREEMENT on this 1st day of April, 2026.

FOR THE CITY OF NEW BRIGHTON

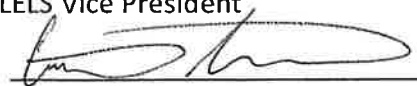
Devin Massopust
City Manager

Kari Niedfeldt-Thomas
Mayor

FOR LELS LOCAL NO. 263



Donald Kostohryz
LELS Vice President



Austin Sonterre
LELS President



Doug Henning
LELS Business Representative



Agenda Section:	Consent Agenda
Meeting Date:	April 14, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of Contract Amendment with WSB Associates, Inc. for Additional Construction Administration Services at Hansen Park West

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

Summary Statement:	<p>The City of New Brighton is requesting approval of a contract amendment with WSB for additional construction administration services related to the Hansen Park West redevelopment project.</p> <p>During construction, additional materials testing was required at the direction of the Construction Manager due to failed initial tests and the discovery of poor soil conditions in multiple areas. These conditions necessitated retesting and remediation to ensure that construction met required standards. As a result, the total cost for additional construction materials testing is \$14,832.</p> <p>The proposed amendment increases the total contract amount with WSB from \$242,360 to \$257,192.</p> <p>Other potential overages, including additional site meetings and as-built survey work needed for Rice Creek Watershed District permit closeout, have been discussed with WSB and will be absorbed or waived by the consultant.</p>
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	The project schedule has also extended beyond the original anticipated completion timeframe of late 2025 and is now expected to be completed by early June 2026.
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Recommendations:	To approve the contract amendment with WSB in the amount of \$14,832 for additional construction materials testing services associated with the Hansen Park West project.
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Applicable Deadlines:	N/A
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Community Impact:	<p>This amendment ensures that the Hansen Park West project continues to meet all required engineering and construction standards, particularly in response to unforeseen soil conditions encountered during construction. Addressing these issues proactively supports the long-term durability and safety of park infrastructure.</p> <p>Hansen Park remains a significant community investment, and ensuring proper construction practices protects that investment while maintaining public trust in the project. The work completed through this amendment directly contributes to delivering a high-quality park facility that will serve residents for years to come.</p>
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Legislative History:	The Hansen Park redevelopment project has been previously approved by the City Council as part of the City’s capital improvement planning process. The City entered into a Professional Services Agreement with WSB on August 24, 2021, for design and construction administration services. This amendment reflects necessary adjustments based on construction-phase conditions.
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Strategic Priority:	<u>City Assets</u>
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Fiscal Impact:	Financial Consideration?	<u>Yes</u>
	Revenue/Expenditure Amount:	\$14,832
	Financing Source:	<u>Budgeted</u>
	Notes:	

Attachments:	1.	024009_Hansen West Amendment3_Construction Admin
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March 24, 2026

Ms. Jennifer Fink
Director of Parks and Recreation
City of New Brighton
400 10th Street NW
New Brighton, MN 55112

Re: Contract Amendment Request – Hansen West Construction Administration
WSB Project No.024009-000

Dear Ms. Fink:

The following letter proposal on behalf of WSB LLC (Consultant) to the City of New Brighton (Client) is to amend our current contract for additional construction administration services for the Hansen West redevelopment project related to additional testing and extension of the project schedule from the end of 2025 to June 5, 2026.

B.1 SCOPE OF SERVICES

B.1.1 CONSTRUCTION ADDITIONAL SERVICES

(1) Construction Materials Testing

- A. Additional construction materials testing services, as directed by the Construction Manager, to ensure construction operations and techniques met all the necessary standards including necessary resting to resolve previous testing failures and additional poor soil areas encountered during construction with related remediation efforts.

C.1 PROPOSED FEES AND ACCEPTANCE

- C.1.1 Services outlined in Paragraph B1.1 for Construction Materials Testing above resulted in an additional fee of \$14,832.

The previous contract value of \$242,360 will be revised to \$257,192 pending approval of this amendment request.

ACCEPTANCE

This letter represents our entire understanding of the project scope. All work under this letter proposal will be governed by the Professional Services Agreement between the City of New Brighton and WSB dated August 24, 2021. If the scope and fee appear to be appropriate, please sign on the space provided and return one copy to our office. We are available to begin work once we receive signed authorization.

Sincerely,

WSB



Candace Amberg
Project Manager



Jason L. Amberg
Director of Landscape Architecture

I hereby authorize WSB to proceed with the above-referenced work under the terms and conditions of the Professional Services Agreement between the City of New Brighton and WSB dated August 24, 2021.

By: _____

Name: _____

Date: _____



Agenda Section:	Consent Agenda
Meeting Date:	April 14, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Resolution Restricting Parking on Innsbruck Drive from Silver Lake Road to City Limits

Action Requested: Motion

Form of Action: Resolution

Votes Needed: 3 Votes

Summary Statement:	<p>The proposed design for Innsbruck Drive, from Silver Lake Road to the city limits, includes construction of a multi-use trail along the south side of the roadway. To accommodate the trail, the existing parking lane on the south side will be removed, and on-street parking will no longer be permitted on that side.</p> <p>On-street parking will also be restricted on the north side of Innsbruck Drive between Silver Lake Road and Innsbruck Trail, as this segment does not have sufficient width to support parking until the designated parking lane begins just west of Innsbruck Trail.</p> <p>Innsbruck Drive is classified as a Municipal State Aid (M.S.A.) route. In accordance with State Aid Rule 8820.9936, parking restrictions are required where roadway width does not support parallel parking on both sides. A resolution adopted by the municipality establishing these parking restrictions must be submitted to the District State Aid Engineer at the time of plan submittal.</p>
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Recommendations:	To adopt the resolution restricting parking on the south side of Innsbruck Drive from Silver Lake to the city limits, and on the north side from Silver Lake Road to Innsbruck Trail, to meet M.S.A. requirements.
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Applicable Deadlines:	None
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Community Impact:	Improving safety, accessibility, and connectivity for pedestrians and bicyclists while encouraging slower traffic.
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Legislative History:	<p>August 12, 2025 City Council approved a professional service agreement with E.G. Rud & Sons for land surveying services related to City Project 26-1, 2026 Street Rehabilitation.</p> <p>October 28, 2025 City Council approved a professional service agreement with Kimley Horn for engineering design services related to City Project 26-1, 2026 Street Rehabilitation.</p> <p>February 10, 2026 City Council adopted a resolution ordering staff to prepare a Feasibility Study for City Project 26-1, 2026 Street Rehabilitation.</p> <p>February 10, 2026 City Council authorized the purchase of fire hydrants and gate valves for the proposed project.</p> <p>March 19, 2026 An informational meeting was held with residents and business owners to be affected by the project.</p> <p>March 24, 2026 City Council accepted the Feasibility Study and set the date for the Public Improvement Hearing for City Project 26-1, 2026 Street Rehabilitation.</p>
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Strategic Priority:	<u>City Assets</u>
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Fiscal Impact:	Financial Consideration?	<u>Yes</u>
	Revenue/Expenditure Amount:	Estimated \$10,000
	Financing Source:	<u>Budgeted</u> <u>Budget Modification</u> <u>Revenue</u> <u>Other</u> <u>N/A</u>

	Notes:	Signage costs will be funded with Municipal State Aid funds.

Attachments:	1.	Resolution Restricting Parking on Innsbruck Drive (Silver Lake Road to City Limit)
	2.	Innsbruck Drive - No Parking Map Exhibit

Resolution No. 2026-

State of Minnesota
County of Ramsey
City of New Brighton

**RESOLUTION RESTRICTING PARKING ON MUNICIPAL STATE AID ROUTE 147-116-008,
INNSBRUCK DRIVE BETWEEN SILVER LAKE ROAD AND CITY LIMITS**

WHEREAS, pursuant to City Council order, a Feasibility Study has been prepared by the Department of Community Assets and Development of the City of New Brighton with reference to the construction of Improvement Project 26-1, 2026 Street Rehabilitation, and

WHEREAS, the City of New Brighton has planned the improvement of Innsbruck Drive between Silver Lake Road and the city limits, and

WHEREAS, this improvement does not provide adequate width for parking on the south side of the street from Silver Lake Road to the city border and on the north side of the street from Silver Lake Road to Innsbruck Trail, and

WHEREAS, approval of the proposed construction as a Municipal State Aid Street project must therefore be conditioned upon certain parking restrictions.

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

1. That parking is hereby banned on the south side of Innsbruck Drive between Silver Lake Road and the city limits at all times.
2. That parking is hereby banned on the north side of Innsbruck Drive between Silver Lake Road and Innsbruck Trail at all times.

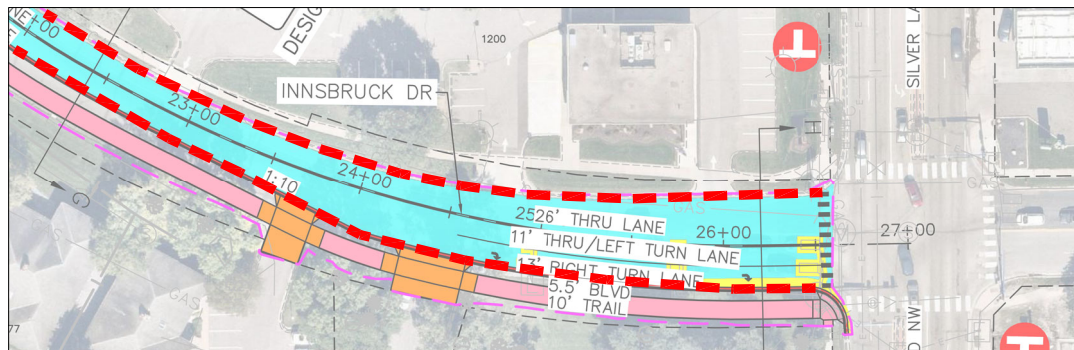
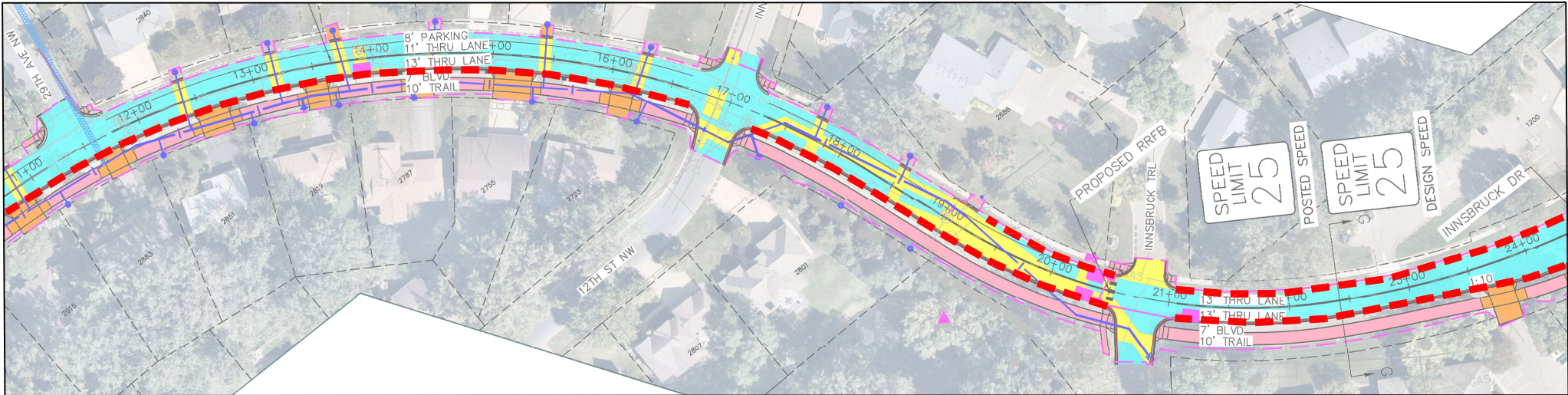
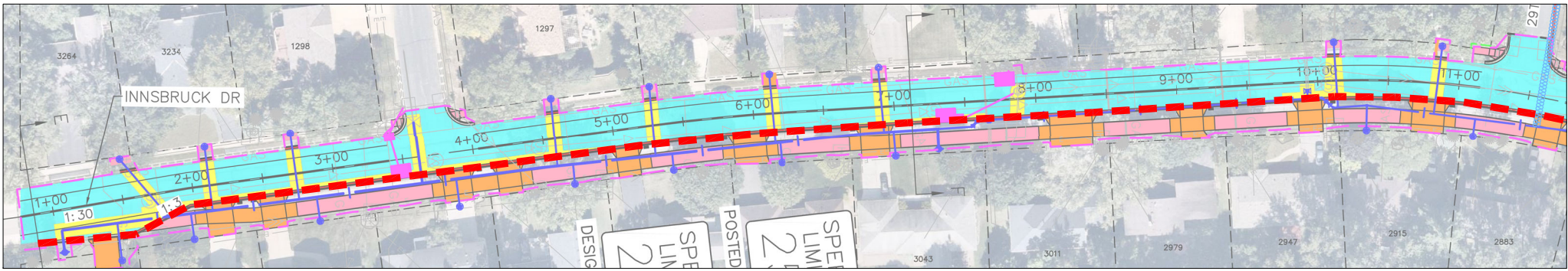
Adopted this 14th day of April, 2026, by the New Brighton City Council with a vote of _____ ayes and _____ nays.

Kari Niedfeldt-Thomas, Mayor

ATTEST:

Devin Massopust, City Manager

Terri Spangrud, City Clerk





Agenda Section:	Consent Agenda
Meeting Date:	April 14, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Resolution Restricting Parking on 7th Street NW from Silver Lake Road to 8th Avenue NW

Action Requested: Motion

Form of Action: Resolution

Votes Needed: 3 Votes

Summary Statement:	<p>The proposed design for 7th Street NW, from Silver Lake Road to 8th Avenue NW, includes construction of a multi-use trail on the north side of the roadway. To accommodate the trail, the existing parking lane located on the south side of the street will be removed, and on-street parking will no longer be permitted on that side. On-street parking on the north side is currently prohibited and will remain so, except at the designated parking bump-out located adjacent to Emerald Manor Apartments just east of 8th Street NW.</p> <p>7th Street NW is classified as a Municipal State Aid (M.S.A.) route. In accordance with State Aid Rule 8820.9936, parking restrictions are required where roadway width does not support parallel parking on both sides. A resolution adopted by the municipality establishing these parking restrictions must be submitted to the District State Aid Engineer at the time of plan submittal.</p>
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Recommendations:	To adopt the resolution restricting parking on both sides of 7th Street NW from Silver Lake Road to 8th Avenue NW, except at the designated
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	parking bump-out near Emerald Manor Apartments, to meet M.S.A. requirements.
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Applicable Deadlines:	None
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Community Impact:	Improving safety, accessibility, and connectivity for pedestrians and bicyclists while encouraging slower traffic.
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Legislative History:	<p>August 12, 2025 City Council approved a professional service agreement with E.G. Rud & Sons for land surveying services related to City Project 26-1, 2026 Street Rehabilitation.</p> <p>October 28, 2025 City Council approved a professional service agreement with Kimley Horn for engineering design services related to City Project 26-1, 2026 Street Rehabilitation.</p> <p>February 10, 2026 City Council adopted a resolution ordering staff to prepare a Feasibility Study for City Project 26-1, 2026 Street Rehabilitation.</p> <p>February 10, 2026 City Council authorized the purchase of fire hydrants and gate valves for the proposed project.</p> <p>March 19, 2026 An informational meeting was held with residents and business owners to be affected by the project.</p> <p>March 24, 2026 City Council accepted the Feasibility Study and set the date for the Public Improvement Hearing for City Project 26-1, 2026 Street Rehabilitation.</p>
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Strategic Priority:	<u>City Assets</u>
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Fiscal Impact:	Financial Consideration?	<u>Yes</u>
	Revenue/Expenditure Amount:	Estimated \$11,000
	Financing Source:	<u>Budgeted</u>
	Notes:	Signage costs will be funded with Municipal State Aid funds.

Attachments:	1.	Resolution Restricting Parking on 7th Street NW (Silver Lake Road to 8th Avenue NW)
	2.	7th Street NW - No Parking Exhibit Maps

Resolution No. 2026-

State of Minnesota
County of Ramsey
City of New Brighton

RESOLUTION RESTRICTING PARKING ON MUNICIPAL STATE AID ROUTE 147-112-006, 7TH STREET NW BETWEEN SILVER LAKE ROAD AND 8TH AVENUE NW

WHEREAS, pursuant to City Council order, a Feasibility Study has been prepared by the Department of Community Assets and Development of the City of New Brighton with reference to the construction of Improvement Project 26-1, 2026 Street Rehabilitation, and

WHEREAS, the City of New Brighton has planned the improvement of 7th Street NW between Silver Lake Road and 8th Avenue NW, and

WHEREAS, this improvement does not provide adequate width for parking on both sides of the street, with the exception of the designated parking bump-out located on the north side of the street adjacent to Emerald Manor Apartments, and

WHEREAS, approval of the proposed construction as a Municipal State Aid Street project must therefore be conditioned upon certain parking restrictions.

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

1. That parking is hereby banned on the north and south sides of 7th Street NW between Silver Lake Road and 8th Avenue NW, except within the designated parking lane on the north side of 7th Street NW east of 8th Street NW, at all times.

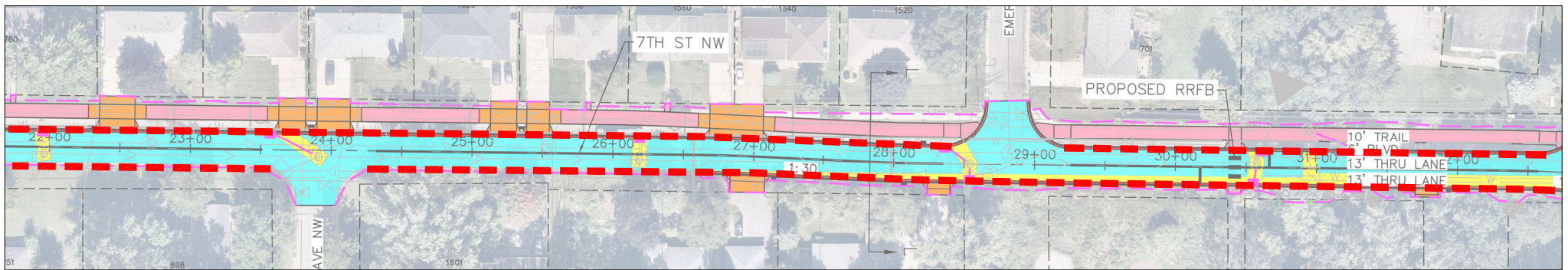
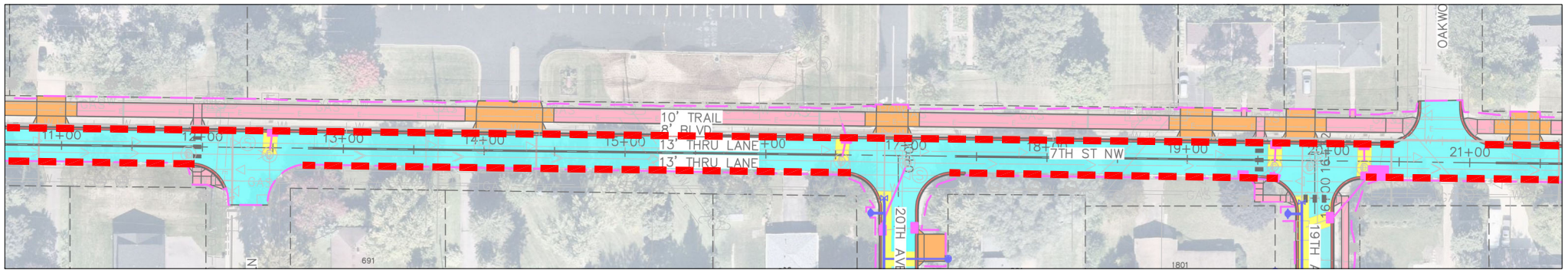
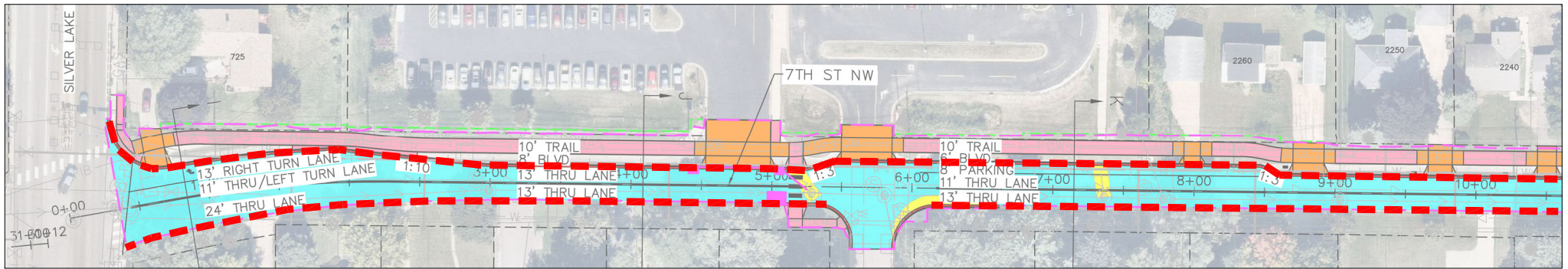
Adopted this 14th day of April, 2026, by the New Brighton City Council with a vote of _____ ayes and _____ nays.

Kari Niedfeldt-Thomas, Mayor

ATTEST:

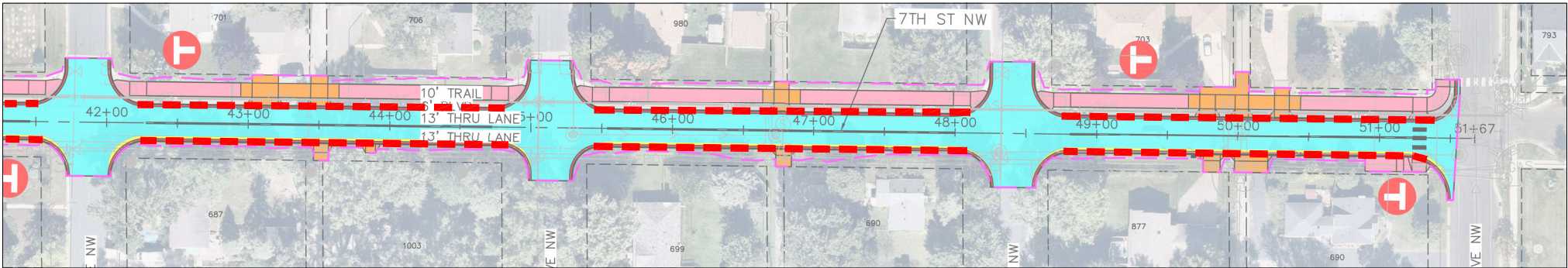
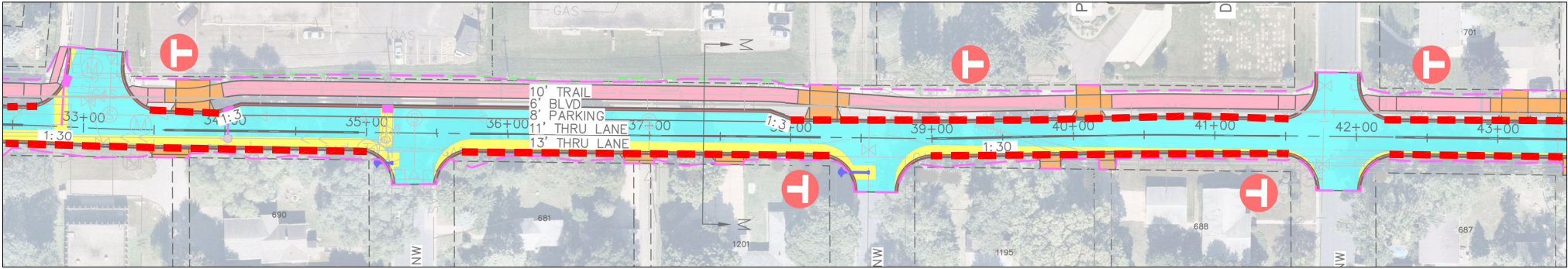
Devin Massopust, City Manager

Terri Spangrud, City Clerk



7TH STREET NW PARKING RESTRICTIONS
MAP 1

--- NO PARKING





Agenda Section:	Consent Agenda
Meeting Date:	April 14, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: A Resolution Exercising the City's Authority to Opt in to, and Support, the Ramsey County Economic Development Agency (EDA)

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

Summary Statement:	<p>On December 2nd, 2025, the Ramsey County Board of Commissioners took an initial step to formally create the Ramsey County Economic Development Authority. To participate and benefit from this EDA, the legislature required that cities Opt-In to the enhanced business programming being offered by this new body. The County currently intends to allocate \$1.5M to \$2M to the EDA yearly from the existing Housing and Redevelopment Authority levy specifically focused on business programming. A final budget will be set once the County knows how many cities have elected to opt in and what the area of operation for the EDA will be. At the present time, the County has identified five core focus areas for enhanced business support and growth programming. These areas include:</p> <ol style="list-style-type: none"> 1. Improve the capacity of Business Support Organizations 2. Expand technical assistance service offerings to businesses 3. Create new cohort-based learning opportunities 4. Establish data gathering, research & reporting capabilities 5. Provide direct support to projects and businesses that deliver
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	business growth
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Recommendations:	Approval of the Resolution Opting In to the Ramsey County EDA
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Applicable Deadlines:	The County must receive decisions to Opt In before June 1, 2026.
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Community Impact:	Assistance from the newly formed County EDA will help the City and it's businesses over the long-term. While the County's existing portfolio of business programming (i.e. Open to Business, CEO Next, CEO Now, and RamseyCountyMeansBusiness.com) will remains unchanged in 2026, participation in the EDA may be needed to access those services in future years. Those decisions are TBD.
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Legislative History:	-- Ramsey County was granted the ability to establish an EDA by the legislature in 2025. -- The County is now taking the necessary steps to get the EDA up and running.
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Strategic Priority:	<u>Economic Development</u>
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Fiscal Impact:	Financial Consideration?	<u>No</u>
	Revenue/Expenditure Amount:	\$
	Financing Source:	<u>N/A</u>
	Notes:	

Attachments:	1.	EDA Opt In Resolution
	2.	EDA Implementation Memo -- next steps
	3.	EDA FAQ

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRIGHTON EXERCISING
THE CITY'S AUTHORITY TO OPT-IN TO, AND SUPPORT, THE RAMSEY COUNTY ECONOMIC
DEVELOPMENT AGENCY ("EDA")

WHEREAS, the Commissioners of Ramsey County ("County") and the City of New Brighton City Council ("City") consider small businesses to be the backbone of stability and growth for their respective local government and municipality; and

WHEREAS, the County and the City also consider continued investment in small businesses as critical for sustaining stability and growth in their respective local government and municipality; and

WHEREAS, the County sought special legislation from the State Legislature that expanded the eligible uses of the County's Housing and Redevelopment Authority (HRA); and

WHEREAS, the special legislation, often referred to as the EDA Bill (Bill), expanded the use of HRA Levy funding to include entrepreneurship and business programming and necessitated the creation of the Ramsey County Economic Development Authority (EDA); and

WHEREAS, the EDA Bill was approved by the Legislature in 2025; and

WHEREAS, the EDA Bill contained two provisions, (1) the EDA would not have tax levy authority and (2) Cities within the County's HRA Area of Operation would be required to 'Opt In' to business programming by the EDA; and

WHEREAS, pursuant to state statute, projects funded with HRA levy will continue to require consent by the City; and

WHEREAS, pursuant to Ramsey County Board of Commissioners Resolution B2025-229 dated December 2, 2025, and to filing with the Secretary of State a Certificate of Approval of Special Law By Governing Body (pursuant to Minnesota Statutes, 645.02 and 645.021) December 16, 2025, as Document No. 20254239, the County has legally established an EDA through which the above-referenced funds and programs supporting small business in the City may flow; and

WHEREAS, the City supports the County in promoting growth and sustainability for small businesses within its jurisdiction and therefore supports, and wishes to avail itself to, funding and programs made available by the County's EDA and deems it a positive mechanism for doing so; and

NOW, THEREFORE, BE IT RESOLVED, that the City affirmatively "Opts-In" as a participant in the County's EDA Area of Operation, and supports the County in its EDA use, funding and programs established, and

BE IT FURTHER RESOLVED that the City commits to the collaboration with the County and the processes necessary for implementing the County's EDA programs as an integral part and shared goal of supporting and sustaining entrepreneurs and local small businesses.

ADOPTED this day of April 14, 2026, by the New Brighton City Council with a vote of ___ ayes and ___ nays.

Kari Niedfeldt-Thomas, Mayor

ATTEST:

Devin Massopust, City Manager

Terri Spangrud, City Clerk

(SEAL)

DATE: March 6, 2026

TO: Ramsey County City Administrators and Community Development Directors

FROM: Josh Olson, Director, Community & Economic Development Department

CC: Ling Becker, County Manager

Kari Collins, Deputy County Manager, Economic Growth & Community Investment

RE: Ramsey County EDA Implementation Next Steps

Thank you for your ongoing support of the Ramsey County's housing and redevelopment programming. I look forward to the continued partnership in ensuring all in Ramsey County are valued and thrive.

I am reaching out to provide you with information regarding the next steps to enhancing programming for entrepreneurs and small businesses as result of last year's approved 'EDA Bill.' On December 2nd, 2025, the Ramsey County Board of Commissioners took an initial step to formally create the Ramsey County Economic Development Authority. This was a required first step, prior to the beginning of this year's legislative session, but it is the first of many steps required to allow enhanced business programming to be funded through the Ramsey County Housing and Redevelopment Authority levy.

While the legislation allowed for the creation of the Ramsey County Economic Development Authority (EDA), it outlined two important conditions:

1. **The EDA will have no taxing authority.** This was intentional as the EDA will only receive and spend funding from the existing Ramsey County Housing and Redevelopment Authority (HRA) levy. Expansion of the HRA to include EDA powers, as described by state statute, allows the county to utilize a portion of HRA levy funding for purposes of small business support and enhanced business programming.
2. **Each City is required to 'Opt In' to this enhanced business programming.**

'Opt-In' Process

The process for a City to Opt-in requires a city resolution by June 1, 2026. Receipt of approved resolutions from cities will create a map that shows the EDA's Area of Operation. Ramsey County would then establish the EDA Area of Operation on or by June 15th, 2026. Enhanced business programming will begin January 1, 2027. A draft resolution for city council approval is provided below.

Tentative Programming

Tentative plans continue to plan for an allocation of \$1.5 - \$2 million yearly from the existing Housing and Redevelopment Authority levy towards business focused programming. Programming and total budget allocation have not yet been formalized as the County awaits

250 Courthouse
15 West Kellogg Blvd.
Saint Paul, MN 55102
(651) 266-8010
RamseyCountyMN.gov

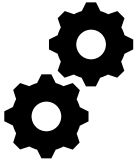
final decisions from cities regarding their intent to opt-in. While the approved EDA's Area of Operation is a critical consideration to determining the scale and scope of final programming, we have identified five core focus areas for enhanced business support and growth programming. These areas include (further details below):

- Improve the capacity of Business Support Organizations
- Expand technical assistance service offerings to businesses
- Create new cohort-based learning opportunities
- Establish data gathering, research & reporting capabilities
- Provide direct support to projects and businesses that deliver business growth

Please note: The County's existing portfolio of business programming (Open to Business, CEO Next, CEO Now, and RamseyCountyMeansBusiness.com) remains unchanged for this year.

Please reach out if you would like to further discuss this process and/or tentative programming, including any additional questions. Lastly, while it is not expected, if you are able to communicate your council's intentions ahead of the June 1st deadline that would be appreciated.

Proposed Core Programmatic Areas for Enhanced Business Programming



Improve the Capacity of Business Support Organizations

Business Support Organizations (BCOs) are important lifelines to entrepreneurs and small businesses. In many instances BCOs are a first stop of businesses looking to get a business started, navigate regulatory and technical hurdles, and seek financing. As the County, we saw first-hand during recent crises and business interruptions that our BCOs require resources to effectively and proactively respond. The ongoing ***Business Reimagination Center*** initiative is piloting efforts in 2026 that support capacity of BCOs. This piloted effort will inform future programming.

High Level Budget Estimate: \$250,000



Expand Technical Assistance Service Offerings to Businesses

Small businesses often seek a myriad of technical assistance services in order for them to grow and prosper. The County currently invests in the Open to Business program that offers no cost direct technical assistance and other forms of support to small business owners and entrepreneurs. Enhanced technical services support general business challenges like accounting, marketing, digital literacy and/or could support business sectors. The ongoing ***Business Reimagination Center*** initiative is also piloting new and enhanced technical services that will inform future programming.

High Level Budget Estimate: \$250,000



Create New Cohort-Based Learning Opportunities

Cohort-based learning programs like CEO Next and CEO Now allow business leaders to learn with and alongside their peers. CEO Next and CEO Now are a regional partnership with Hennepin County. Hennepin County currently operates these programs. Ramsey County is exploring possibilities for Ramsey County only cohorts as well as cohorts serving business at different growth stages.

High Level Budget Estimate: \$250,000



Establish Data Gathering, Research & Reporting Capabilities

Data is everywhere, and it is increasingly playing a role in business growth and innovation. Decision making driven by robust data can create transformational impacts in assisting businesses in their growth, as well as support more robust and coordinated business retention, expansion and attraction efforts by the county and cities.

High Level Budget Estimate: \$250,000



Provide Direct Support to Projects and Businesses That Deliver Business Growth

Accelerate business growth by providing direct, targeted support to projects and businesses with strong economic potential through mechanisms such as grants, low-interest loans, etc.

High Level Budget Estimate: \$1,000,000

--VERSION 3/14/2025--

**Statutory Change Expanding Use of Ramsey County
Housing & Redevelopment Authority (HRA)
[SF 2521 \(Hawj\)](#) [HF 2349 \(Lee\)](#)**

Small businesses are the backbone of Ramsey County. It's critical to our region that we continue to invest in our business community in the wake of the pandemic. Ramsey County seeks to amend the HRA statutory language to expand authority to better support diversifying industries, communities, and emerging entrepreneurs as best as possible.

FREQUENTLY ASKED QUESTIONS

Why is Ramsey County not just revising its Housing and Redevelopment Authority to include business programming as an allowable use? Why is establishment of an economic development authority included in this legislation?

A: Ramsey County Housing and Redevelopment Authority is established under state statute. The state statute is narrowly worded to the support and funding of affordable housing and redevelopment projects and programs. Small business programming is defined as allowable uses with economic development authorities. Ramsey County does not currently have an economic development authority. Based on legal guidance, the proposed legislation expands the powers of the Ramsey County Housing and Redevelopment Authority through the establishment of an economic development authority.

Will this legislative change result in a new property tax to Ramsey County property owners?

A: No. This legislative change has no change on property taxes. This legislative change simply expands the list of eligible activities in which Ramsey County's Housing and Redevelopment Authority levy is used. The text change would additionally add programming for entrepreneurs and small businesses as an eligible use for the Ramsey County Housing and Redevelopment Authority levy.

What is the county seeking from Ramsey County cities? If the legislation is successful, what is required from Ramsey County cities?

A: The County does not require approval from Ramsey County cities for this proposed legislation. The County does however seek support from our cities for this legislation.

If the legislation is successful, cities within the existing Ramsey County Housing and Redevelopment Authority area of operation will have the choice whether to:

- Opt-in: A city that chooses to opt-in will receive the greatest flexibility of eligible programming. In addition to the current portfolio of affordable housing and redevelopment programming, business programming will be provided. City Councils will be asked to pass resolutions 'opting-in' by June 2025. With the first year of HRA levy funded business programming occurring in 2026.
- Opt-out: A city that chooses to opt-out will continue to receive the current portfolio of affordable housing and redevelopment programming.

The City of North Saint Paul is not to be a part of the Ramsey County Housing and Redevelopment Authority Area of Operation. There is no change to North Saint Paul as a result of this legislation.

Ramsey County Housing & Redevelopment Authority

What is the current levy of the Ramsey County Housing & Redevelopment Authority (HRA)?

A: The 2024 HRA Levy is \$12,595,222. HRA Levy spending maintains a directed parity of 50% of the levy spent within suburban Ramsey County and 50% within the city of Saint Paul.

How is the Ramsey County Housing and Redevelopment Authority levy currently used?

A: The Ramsey County HRA levy is in its third year of operation. Over the last two years, the general breakdown of HRA levy usage was (Avg. of 2022 & 2023):

Housing Programing	Redevelopment Programs	Administration
73%	17%	10%

Current suite of HRA levy programming

Housing Programs	Redevelopment Programs
Affordable Housing infrastructure Investments	Critical Corridors – Development + Infrastructure;
FirstHome Down payment assistance	Critical Corridors Suburban Commercial Corridor Initiative <i>*Suburbs only*</i>
Emerging & Diverse Developers Program	Critical Corridors Planning
	Site Assessment Grants

► **HRA 2024 Annual Report – Highlights** (3rd year of operation)

Final Report is currently in production with a final version published in Q1 2025. General highlights to include:

- Affordable Housing Investments. \$6.5M of HRA levy obligated to affordable housing projects in 2024.
- Emerging & Diverse Developers (EDD). Over 30 developers received technical assistance in 2024. County invested \$2.4 million (HRA Levy only) into projects led by EDD.
- FirstHome Down Payment Assistance. 46 closings in 2024.
- Critical Corridors. Assisted 9 qualifying applicants/projects with \$1.76 million in Housing & Redevelopment Authority levy funding for place-based investments in three core areas: pre-development planning, commercial corridor initiatives (suburban only) and development and infrastructure
- Site Assessment Grants. Supported 16 projects with site investigation in 2024.

► **HRA 2023 Annual Report – Highlights** (2nd year of operation)

- Affordable Housing Investments. \$6.15M of HRA levy obligated to affordable housing projects in 2023. Across all funding streams, County invested in the construction of 1,365 new and 767 preserved rental housing units in 2023. Of the total, 988 were classified as deeply affordable for residents earning at or below 30% Area Median Income.
- FirstHome Down Payment Assistance. Of the 27 closings, 25 were first-generation homebuyers.
- Emerging & Diverse Developers (EDD). EDD is a two-part program initiated in second half of 2023.

- Part A provides technical assistance and cohort group learning to strengthen the pipeline of local emerging and diverse developers in real estate. 48 developers received technical assistance in 2023.
- Part B is a solicitation for projects led by EDD. County invested \$3.1 million (across all funding) into projects led by EDD.
- Critical Corridors. Assisted 10 qualifying applicants/projects with \$2.1 million in Housing & Redevelopment Authority levy funding for place-based investments in three core areas: pre-development planning, commercial corridor initiatives (suburban only) and development and infrastructure
- Site Assessment Grants. Program initiated in late 2023. Supported one project in 2023.

► **HRA 2022 Annual Report – Highlights** (1st year of operation)

- Affordable Housing Investments. \$7.2M of HRA levy obligated to affordable housing projects in 2022. Across all funding streams, Ramsey County leveraged multiple funding sources in 2022 to bring dozens of affordable housing projects closer to realization and invested in the construction of 1,128 new rental housing units and preserved 1,029. Of the total, 571 are classified as deeply affordable for residents earning at or below 30% Area Median Income.
- FirstHome Down Payment Assistance. In Fall 2022, County relaunched its down payment assistance program to better align with market realities and offer first-time and first-generation homebuyers with down payment assistance. \$187,500 in down payment assistance loans disbursed in 2022.
- Critical Corridors. Established in the Fall 2022, 14 grants in its first round of solicitations, totaling roughly \$2.3 million in three core areas: pre-development planning, development and infrastructure, and commercial corridor initiatives.

Will this change result in Ramsey County shifting its focus from supporting the preservation and expansion of deeply affordable housing?

A: No. Ramsey County remains focused on the improving affordable housing infrastructure throughout the county. The MN Legislature made unprecedented investments in housing and housing infrastructure as part of the 2023 Legislative session. The Local Affordable Housing Aid (LAHA) or housing sales tax is estimated to bring resources comparable to that of the HRA levy. This additional funding for affordable housing allows for a slight adjustment of funding priorities of the HRA levy without deviating from the County’s primary focus on expanding and improving affordable housing infrastructure.

Who decides on funding priorities on HRA Levy?

A: Ramsey County HRA Board is responsible for establishing funding priorities and make final decisions regarding spending of HRA levy. While the County HRA outlines its priorities, it relies on city partners as well as community organizations and developers to ready important projects. Prior to the county’s funding in a project, projects are required obtain a municipal resolution in support in accordance with state statute.

EDA and business programming

What type of business activities does the County intend to do with this legislative change?

A: The County is responding to community requests for enhanced business programming. The small business support (EDA eligible activities) realized by this legislative flexibility would be a strong reelection of those local requests and would initially start at \$1.5 - \$2 million of our yearly HRA levy to ensure the bulk of resources are remain available and prioritized for housing programs and projects. Funding will continue to align with HRA levy spending directives where 50% of HRA levy spending occurs in suburban Ramsey County and 50% with the City

of Saint Paul. Areas of need identified to strengthen the small business ecosystem are informed by the County's involvement and engagement with cities, business support organizations and small businesses that include:

- ▶ Capacity building of small business support organizations to meet current and future needs
- ▶ More technical assistance/advisory services to better serve targeted geographies, communities and/or industries
- ▶ Additional flexible capital to enable greater business retention, expansion and attraction

Did the County attempt to form an EDA previously?

A: During the 2024 Legislative Session, Ramsey County introduced proposed legislation amending HRA statutory language and establishing an EDA to allow for business programming to be an eligible use of Ramsey County HRA levy funding. HF 3784 (Lee) / SF 4655 (Hawj) was later amended based on feedback from cities. A redlined version, including a memo from the County Attorney's office describing the changes is available. The current draft version for the 2025 Legislative session of the bill reflects this city feedback in 2024.

In 2016, the County did submit legislation that would have created a Ramsey County EDA. The legislation was pulled by the County following community concerns around the creation of a new taxing authority. The county's current legislation would not create a new taxing authority as it merely allows for additional eligible uses (i.e. business programming) of the County's existing Housing and Redevelopment Authority.

Does Ramsey County provide business programming? If so, what programs? How much does it spend? And how does it pay for business programs?

A: Ramsey County provides limited business programming. The County funds the programming through the County's general property tax levy. Current business programming totals \$345,000.

- ▶ Entrepreneur support: Open to Business – Provides no cost direct technical assistance and other forms of support to small business owners and aspiring entrepreneurs. This program was expanded countywide in 2019 in response to direct city requests for this program.
- ▶ Small Business Growth: Ramsey County has two cohort-based leadership programs geared for established businesses. Both programs are a partnership with Hennepin County.
 - CEO Next – Group learning leadership program for CEOs/founders of second stage businesses that are growth-minded (\$1M-50M in revenues, 10-99 employees, etc.)
 - CEO Now – Group learning leadership program for CEOs/founders of first stage businesses that are growth-minded (\$250K-2M in revenues, more than one employee, operating for two years, etc.) Newly established in 2024.
- ▶ Marketing & attraction programming: RamseyCountyMeansBusiness.com An online portal providing workforce and economic development resources throughout the county to current and prospective businesses and investors. This online portal went live in 2019 and was refocused during the pandemic as a central repository for covid business relief resources. A redesign of the portal is underway and will be live in early 2025.

How do other metro counties support business programming and how did they obtain authority to provide economic development activities?

A: Hennepin County received special legislation (MN Statute 383B.79) - *A multijurisdictional reinvestment program is authorized involving Hennepin County, the Hennepin County Housing and Redevelopment Authority, and one or more of the following political subdivisions: the cities of Minneapolis, Brooklyn Center, and other interested statutory or home rule charter cities in Hennepin County, the Minneapolis Park Board, the Three Rivers Park District, and any*

watershed district entirely or partially located in Hennepin County. The multijurisdictional program may include plans for housing rehabilitation and removals, industrial polluted land cleanup, water ponding, environmental cleanup, community corridor connections, corridor planning, creation of green space, acquisition of property, development and redevelopment of parks and open space, water quality and lakeshore improvement, development and redevelopment of housing and commercial projects, economic development, and job creation.

- ▶ Hennepin County utilizes Housing and Redevelopment Authority funding for a variety of economic development programs including their CEO Next and Elevate Business platform. Due to the broader nature of this statute, this has limited applicability to Ramsey County.

Dakota County has a Community Development Agency. Under MN Statute 383D.41, subdivision 7, *After December 31, 1999, the Dakota County Housing and Redevelopment Authority shall be known as the Dakota County Community Development Agency. In addition to the other powers granted in this section, the Dakota County Community Development Agency shall have the powers of an economic development authority.*

- ▶ A core focus of local Community Development Agencies (CDAs) is the ability to own and operate affordable housing. Ramsey County has expressed no interest in owning and operating affordable housing, so this the CDA statute has limited applicability to Ramsey County.

Washington County has a Community Development Agency. In 2016, Washington County successfully sought special legislation to amend their Housing & Redevelopment Authority and created a Community Development Agency. Under MN Statute 383D.41, section 2, subdivision 2a, *Request to handle economic development, housing, or redevelopment duties. The governing body of a statutory or home rule charter city or township with an existing municipal economic development authority may request the Washington County Community Development Agency to handle the economic development, housing, or redevelopment duties of the authority and, in such an event, the Washington County Community Development Agency shall act and have exclusive jurisdiction for economic development, housing, or redevelopment duties in the statutory or home rule charter city or township pursuant to the provisions of the Economic Development Authorities Act, Minnesota Statutes, sections 469.090 to 469.1081.*

- ▶ A core focus of local Community Development Agencies (CDAs) is the ability to own and operate affordable housing. Ramsey County has expressed no interest in owning and operating affordable housing, so this the CDA statute has limited applicability to Ramsey County.

Scott County and Carver County each have a Community Development Agency. CDA's provide the most diverse array of eligible programing for housing, redevelopment and economic development uses.

Other questions:

JENNIFER O'ROURKE
Director of Government Relations
651-366-7276
jennifer.orourke@ramseycounty.us

JOSH OLSON
Director of Community & Economic Development
651-295-0370
josh.olson@ramseycounty.us



Agenda Section:	Consent Agenda
Meeting Date:	April 14, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Resolution Declaring Adequacy of Petition and Ordering Preparation of Report

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

Summary Statement:	<p>The neighborhood informational meeting for proposed City Project 26-1, 2026 Street Rehabilitation was held on March 19, 2026, and included residents affected by the project, including those on Mimosa Lane, whose only access is via a project street. Following a staff presentation of the proposed improvements, a Mimosa Lane resident expressed interest in having their street included in the project. Staff advised that a petition would be required to initiate the process. A petition was subsequently submitted on March 30, 2026, signed by three of the four Mimosa Lane property owners.</p> <p>When a public improvement involving special assessments is initiated by petition, Minnesota Statutes require signatures from at least 35 percent of the abutting property owners. This requirement has been met. To proceed, City Council must formally determine the adequacy of the petition. If deemed adequate, staff will return to the City Council with a report evaluating the feasibility of including Mimosa Lane with City Project 26-1, 2026 Street Rehabilitation.</p>
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Recommendations:	Adopt the resolution declaring the adequacy of the petition to include Mimosa Lane with the construction of City Project 26-1, 2026 Street Rehabilitation and ordering staff to prepare a report to determine the feasibility of the improvement.
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Applicable Deadlines:	None
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Community Impact:	Providing cost-effective infrastructure improvements.
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Legislative History:	None
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Strategic Priority:	<u>City Assets</u>
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Fiscal Impact:	Financial Consideration?	<u>No</u>
	Revenue/Expenditure Amount:	\$
	Financing Source:	<u>Budgeted</u> <u>Budget Modification</u> <u>Revenue</u> <u>Other</u> <u>N/A</u>
	Notes:	

Attachments:	1.	Resolution Declaring Adequacy of Petition and Ordering Preparation of Report
	2.	Petition for Mimosa Lane Reconstruction

Resolution No. 2026-

State of Minnesota
County of Ramsey
City of New Brighton

RESOLUTION DECLARING ADEQUACY OF PETITION AND ORDERING PREPARATION OF REPORT

WHEREAS, a petition requesting the improvement of Mimosa Lane was filed with the City on March 30, 2026; and

WHEREAS, in the petition, the residents requested that Mimosa Lane be reconstructed at the same time as the adjacent Forest Dale Road as part of the 2026 Street Rehabilitation Project; and

WHEREAS, property owners for all but one property on Mimosa Lane signed the petition.

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

1. The petition is hereby declared to be signed by the required percentage of owners of property affected thereby. This declaration is made in conformity to Minnesota State Statutes Section 429.035.
2. The petition for inclusion into the 2026 Street Rehabilitation Project is hereby referred to the Director of Community Assets and Development and that person is instructed to report to the Council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made separately or in connection with some other improvement, such as the 2026 Street Rehabilitation Project; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

Adopted this 14th day of April, 2026, by the New Brighton City Council with a vote of _____ ayes and _____ nays.

Kari Niedfeldt-Thomas, Mayor

ATTEST:

Devin Massopust, City Manager





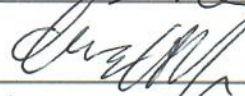
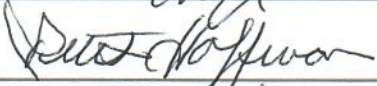


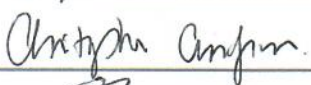

Terri Spangrud, City Clerk

Hello Dustin, Craig, and the City of New Brighton,

We are the residents of Mimosa Lane and are requesting that Mimosa Lane is reconstructed at the same time as Forest Dale so that they are reconstructed at the same time and do not have to go through road construction twice. We are asking that Mimosa Lane is also reconstructed with the 2026 Street Rehabilitation Project in New Brighton. Please take into consideration our request to reconstruct Mimosa Lane in the summer of 2026.

Sincerely,

The residents of Mimosa Lane

Name	Signature	Address
Chris McGee		783 Mimosa Lane
Kari McGee		783 Mimosa Lane
Cassandra Weidmann		782 Mimosa Ln
ERIC WEIDMANN		782 MIMOSA LANE
Chuck Hoffman		738 Forest Dale Rd
Ruth Hoffman		738 Forest Dale Rd
Carina Noecker		760 Forest Dale Rd
Trent Noecker		760 Forest Dale Road
CHRIS CIMARRANO		772 MIMOSA LANE
Christa Russell		772 Mimosa Lane



Agenda Section:	Consent Agenda
Meeting Date:	April 14, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider a resolution to establish the New Brighton Home Improvement Program, direct the use of LAHA dollars for the program, and to authorize staff to enter into a contract with the Center for Environment and Energy (CEE) to administer the program.

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

Summary Statement:	The proposed New Brighton Home Improvement Program is a product of multiple meetings over the past three months, and is the culmination of feedback provided by the City's Economic Development Commission, its Equity Commission, and the City Council. Staff and your commissioners believe the finalized program framework is ready for launch, understanding that it will need to be monitored over the course of the first year to ensure it is operating as intended. Lessons learned will help us to identify any needed changes to ensure the program is being utilized to the fullest, and/or to ensure funds are going to families in the greatest need of this lifeline. While we cannot guarantee perfection from Day 1, we believe the drafted program in its current state is a great place for the City to begin.
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Recommendations:	Approval of the final program guidelines and the contract with CEE to provide servicing of the program.
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Applicable Deadlines:	As a City Driven process, there is no deadline for action. Importantly, though, Council consideration of this program (whether it's approved or
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	not) satisfies the City's obligations for the policy development grant funds used to facilitate these planning efforts.
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Community Impact:	This Home Improvement Program is geared toward community members at or below 60% AMI, thereby helping low-income residents address issues which may otherwise go unfixed within their housing. For participants in this program, this may be their only avenue to complete desperately needed improvements.
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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, the Equity & Planning Commissions, and the City Council are provided introductory information and are asked to take a survey to identify the specific topics to be explored by this planning effort.</p> <p>Jan 2026 -- Topics to be studied are finalized by Council.</p> <p>Feb 2026 -- EDC, Council, and Equity review Draft Policy #1: Home Improvement Program; staff directed to delay other Housing Action Plan items in favor of launching the Home Improvement Program as soon as possible.</p> <p>March 2026 -- Council asked to select an administrator for the program, and CEE is identified as the preferred partner. The EDC and Equity Commission review and weigh in on final program guidelines.</p> <p>April 2026 -- Council asked to approve the final program and contract for services with CEE.</p>
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Strategic Priority:	<u>Community Belonging</u>
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Fiscal Impact:	Financial Consideration?	<u>No (program to be funded through a policy to dedicate a specific portion of LAHA dollars towards this effort)</u>
	Revenue/Expenditure Amount:	\$
	Financing Source:	Local Affordable Housing Aid Dollars
	Notes:	

Attachments:	1.	Resolution
	2.	Exhibit A_Home Improvement Loan Program Guidelines
	3.	Exhibit B_CEE Contract and Agreements

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRIGHTON
ESTABLISHING THE HOME IMPROVEMENT LOAN PROGRAM

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 was therefore eligible to apply for Livable Communities Act Policy and Program Development grant funds in 2025; 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, Council authorized staff to secure funding for a Housing Action Plan, and staff successfully acquired the desired grant; and

WHEREAS, Council and its commissions examined the Community’s housing priorities within the Comprehensive Plan and Housing Study, and identified the creation of a local Home Improvement Loan Program as a top priority outcome for the Housing Action Plan; and

WHEREAS, the City’s Economic Development Commission, Equity Commission, and City Council held multiple meetings from February 2026 through April 2026 to develop a framework for the new home improvement loan program; and

WHEREAS, potential partnering agencies were interviewed to assist the City in administering the new program, and the Center for Energy and Environment (hereinafter “CEE”) was selected as the preferred partner to administer the program at launch.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of New Brighton hereby establishes the local Home Improvement Program as outlined in **Exhibit A**; and

BE IT FURTHER RESOLVED that staff is entrusted with enacting program updates as may be needed while the program is active to ensure that loans are going towards intended projects, that available loan monies are being accessed or are not being exhausted too quickly, etc.; and

BE IT FURTHER RESOLVED that the Mayor and City Manager are authorized to enter into a contract with CEE to administer this new city program as outlined in **Exhibit B** with the understanding that updates requested by the City or LMC legal counsel will be incorporated into the final contract prior to execution; and

BE IT FINALLY RESOLVED that the Finance Director is instructed to allocate \$300,000 of the City’s Local Affordable Housing Aid dollars towards this new Home Improvement Loan program.

ADOPTED this day of April 14, 2026, by the New Brighton City Council with a vote of ___ ayes and ___ nays.

Kari Niedfeldt-Thomas, Mayor

ATTEST:

Devin Massopust, City Manager

Terri Spangrud, City Clerk

(SEAL)

City of New Brighton
Home Improvement Loan Program
Program Guidelines
4.1.2026

IN GENERAL:

Loan Amount: Up to four loans each calendar year may be awarded for totals in excess of \$15,000 but not to exceed \$35,000. All other loans in a calendar year must range from \$2,000 to \$15,000.

Amortization Type: Monthly payment is required

Loan Term: Up to 10 years

Interest Rate: 3% fixed interest rate

SPECIAL PROVISIONS FOR RESIDENTS OVER 65 YEARS OF AGE:

Amortization Type: Deferred until sale or forgiven at 30 years

Loan Term: Loan is due upon sale, transfer of ownership or no longer occupied by the borrower as their primary residence.

Interest Rate: 0%

REQUIREMENTS:

1. **Eligible Borrowers:** All borrowers must be legal residents of the United States, as evidenced by a social security number. Individual Tax identification numbers are not acceptable. Seniors, those with disabilities (as defined by the Americans with Disabilities Act), and income qualified individuals are the target for this program.
2. **Income Restrictions:** 60% Area Median Income for the Twin Cities, calculated on household size (will consider up to 80% if resources are still available by August 1)
3. **Loan Security:** Loans over \$15,000 will be secured with a first mortgage (or a subordinate mortgage) and a promissory note. Loans of \$15,000 or under will be secured with a promissory note.
4. **Credit / Underwriting Requirements:** No more than two 30-day late payments within the last six months on the credit report. 90-day lates (within the past 24 months) require reasonable explanation from the applicant. No Bankruptcy or Foreclosure in the last 18 months. Current on mortgage payments and taxes. No outstanding judgments, defaulted government loans, collections (without reasonable explanation), or liens that are tied to the property.

5. **Total Debt-to-Income Ratio maximum:** 65%
6. **Total Loan-to-Value Ratio maximum (calculated from Estimated Market Value on property taxes):** 110%
7. **Ineligible Borrowers:** Applicants with no ownership interest, business entities, foreign nationals and non-occupant co-borrowers.
8. **Eligible Properties:** All owner-occupied properties located within the geographical boundaries of the City. Condominiums and townhomes are eligible for this program if their individual unit's interior is not covered by the owner's association as stated in the association declaration. Properties held in a trust or contract for deed are eligible.
9. **Ineligible Properties:** Non-owner-occupied homes or commercial properties.
10. **Eligible Improvements:** Most permanent interior and exterior improvements necessary for the livability of the home are eligible. For manufactured homeowners, the down payment towards purchase of a new manufactured home is an eligible use (20% maximum or \$15,000, whichever is less)
11. **Ineligible Improvements:**
 - a. Luxury, non-essential amenities such as saunas, whirlpools, furniture, skylights, swimming pools, sport courts, new landscaping, and other similar improvements.
 - b. Non-built-in appliances (unless part of a kitchen remodel); and
 - c. Funds for working capital, debt service, or refinancing existing debts.
12. **Sweat Equity:** Work may be performed by property owners on a "sweat equity" basis. Loan funds may be used only for the purchase of materials. Loan funds cannot be used to compensate for labor, only for materials. Materials must be purchased and installed prior to the disbursement of the loan proceeds. When applicable, a signed city permit must be obtained.
13. **Bids/Contractors:** 1 contract bid required for projects up to \$15,000. Projects exceeding \$15,000 in cost must receive at least two bids. All contractors must be properly licensed or registered with the Minnesota Department of Labor (if applicable). Permits must be obtained where required by the City.
14. **Multiple loans from this program are allowed, with a maximum total loan amount of \$35,000.**
15. **Post Install Inspection:** Prior to the release of loan proceeds, the property shall be subject to inspection by program administrator and/or city inspector.
16. **Work Schedule:** All work must be completed within 120 days of the loan closing. However, when warranted, program administrator may authorize extensions on a case-by- case basis.

17. **Disbursement of Funds:** An inspection will be carried out by program administrator or city inspector to verify completion of the work. The following items (and any additional as determined by program administrator) must be received prior to disbursement of funds:

- a. Final invoice from contractor (or materials list from supplier)
- b. Final inspection verification (if necessary)
- c. Completion certificate(s) signed by borrower and contractor
- d. Lien waiver for entire cost of work and
- e. Evidence of required city permit pulled and inspected, where applicable

18. **Borrower Fees:** 1% Origination Fee, a Document Preparation Fee, mortgage filing fees, title work, credit report, flood certification and any other applicable closing costs. All fees may be financed.

LOAN SERVICING AGREEMENT

This LOAN SERVICING AGREEMENT (“Agreement”) is made by and between **CENTER FOR ENERGY AND ENVIRONMENT, a Minnesota non-profit corporation** with offices at 212 Third Avenue North, Suite 560, Minneapolis, Minnesota 55401 (“CEE”) and **the CITY OF NEW BRIGHTON, a Minnesota municipal corporation**, with offices at 803 Old Highway 8 NW, New Brighton, MN 55112 (“Client”).

RECITALS

In consideration of their mutual undertakings and payments provided for herein, the parties recite, covenant, and agree to the following:

- A. CEE is a non-profit corporation engaged in the servicing of development loans; and represents that it is qualified and authorized to perform the services described herein; and
- B. Client originates, purchases, owns, and/or manages loans that benefit economically distressed or declining areas, disadvantaged persons, neighborhoods or community revitalization, foster job creation, or other section 501(c)(3) charitable purposes; and
- C. CEE is authorized by Client to function as a servicing agent under the terms of this agreement; and
- D. Client now desires to have CEE perform the duties set forth herein for the loans covered by this Loan Servicing Agreement (the “Agreement”).

NOW, THEREFORE, CEE and Client agree as follows:

1. *Duties of CEE*

CEE shall, at all times and with respect to all loans identified by Client (the “Client Loans”) which it has been engaged by the Client to service, employ its normal and regular servicing activities in the servicing of Client Loans to perform those responsibilities specifically set forth on Exhibit A (the “Services”). The parties acknowledge that, from time to time, the Services may be modified at the request of the Client and agreement by CEE. Such changes shall be mutually agreed upon and are not effective unless agreed to in writing by the execution of a revised Exhibit A.

2. *Effective Date*

CEE shall commence servicing activities under this agreement effective on the following date: _____, 20__ (“Effective Date”) and shall continue until terminated as provided in Section 17 of this Agreement.

3. *Servicing Compensation and Reimbursement*

Client shall compensate CEE for the Services in accordance with the fee schedule attached as Exhibit B of this Agreement and reimburse CEE for any of CEE's out of pocket third-party costs of recordation, perfecting or releasing liens, legal costs incurred, servicing of notices, repossession, foreclosure, and other similar costs paid by CEE on behalf of Client with respect to CEE's actions on specific Client Loan(s) (the "Fees"). CEE shall retain any late fee payments collected from borrower. CEE shall retain fees owed from Fund Remittance as provided in Exhibit A. CEE shall issue a report to Client showing fees netted with funds remitted to Client. Following the Initial Term, as hereinafter defined, CEE may increase the Fees from time to time by providing an updated Exhibit B to Client at least sixty (60) days prior to effective date of the new fee schedule and no more than one time annually.

4. *Initial Boarding of Clients*

In making this Agreement, CEE represents, warrants, and agrees to provide Client the Information for each Client Loan and the loan documents related to the Client Loans upon request.

For purposes of this Agreement, "Information" shall include the following:

- Borrower Full Name
- Property Address, if Secured
- Loan Amount
- Interest Rate
- Term
- Closing Date
- Monthly Payment Amount
- Payoff Date
- Amortization Schedule
- Closing Documents
- Servicing Records
- Complaint Resolution
- Collections Records (for Delinquent Accounts only)

Client will cooperate with CEE, and provide CEE such information and documents as may be necessary in CEE's discretion to perform its duties under this Agreement, reconcile any loan balance information provided to CEE, and CEE may rely in good faith on information provided to it by Client.

5. *Ongoing Boarding of Client Loans*

On a regular basis, following the Effective Date of this Agreement, CEE will notify Client of newly originated Loans for which it will service under the terms of this Agreement.

Client represents, warrants, and agrees to cooperate with CEE, and provide CEE such information as may be necessary to perform its duties under this Agreement, reconcile any loan balance information provided to CEE, and CEE may rely in good faith on information provided to it by Client.

CEE represents, warrants, and agrees to onboard loans accurately according to the provisions provided by Client and shall, subject to Section 26. Force Majeure of this Agreement, remedy any onboarding errors within five (5) business days (or such shorter period as may be required by applicable law) after receipt of notice of such errors.

6. *Reports the Property of Client*

All reports, documents, and materials delivered by CEE to Client pursuant to this Agreement are the exclusive property of Client. Client may use any work product prepared by CEE in such manner, for such purpose, and as often as Client shall deem advisable, in whole, in part, or in modified form, without further compensation to CEE.

7. *Nature of Agreement*

CEE shall perform all of its services and duties hereunder at its own expense and without cost or charge to Client except as expressly provided in Exhibit B of this Agreement.

Governmental Approvals. CEE has obtained and will maintain in full force and effect, and satisfy at all times, all related eligibility criteria in order to maintain in full force and effect, without material impairment, suspension or revocation, all municipal, local, or other applicable governmental approvals, registrations, qualifications, permits, licenses, and other applicable authorizations that are required or necessary to perform and conduct the services and CEE's business in accordance with Applicable Requirements, as hereinafter defined.

For purposes of this Agreement, "Applicable Requirements" shall mean:

- (1) All applicable federal, state, and local legal and regulatory requirements binding upon CEE related to the performance of the Services;
- (2) All other final judicial and administrative judgments, orders, stipulations, awards, writs, and injunctions applicable to CEE; and
- (3) The reasonable and customary practices of prudent loan servicing providers that offer the same types of services as CEE for the same types of loans serviced by CEE in the jurisdictions in which CEE operates.

8. *Disaster Recovery*

CEE shall take all commercially reasonable precautions to mitigate the risks to information regarding the Client Loans in connection with disruptions to business operations due to fire, flood, storm, epidemic illness, equipment failure, sabotage, terrorism, natural disaster, disaster caused by humans, or electronic data system failures;

CEE shall keep duplicate records of all electronic information in its possession or control pertaining to Client Loans and shall store at least one copy of such duplicate records in a site remote from its main offices in the following manner:

- (1) Full backups of daily files for 7 consecutive days (weekly backup);
- (2) Full weekly backups rolled into monthly backups;
- (3) Monthly backups rolled into yearly files and kept for 7 years from the date loan is paid off;
- (4) Full daily backups of Cloud Data;
- (5) Daily Cloud backups rolled up into Monthly files and moved out of the Cloud into magnetic storage after 30 days;
- (6) In the event of a natural disaster or catastrophic failure of CEE's electronic data system, CEE shall have a period not to exceed 45 days from the date of such catastrophe to recover or reconstruct such lost data necessary for compliance with its disaster recovery obligations.

**The Cloud Provider's policy is subject to change. CEE will notify Client of any material changes in the event that they affect the security of the loans.*

9. *Equal Opportunity Employment*

CEE shall comply with all applicable provisions of the Equal Credit Opportunity Act (15 U.S.C. § 1691 et seq.). CEE is an equal opportunity employer and will not discriminate against any person on the basis of race, color, creed, religion, sex, national origin, age, disability, marital status, sexual orientation, status with regards to public assistance, or any other characteristic protected by law.

10. *Compliance*

General. CEE shall comply with all Applicable Requirements.

Vendors. From time to time, CEE may engage vendors to perform certain tasks that may be included in CEE's performance of the Services. CEE shall follow commercially reasonable practices designed to ensure that any Services performed by vendors are in compliance with the Applicable Requirements and this Agreement.

Policies and Procedures. CEE will maintain and follow written internal policies and procedures related to the Applicable Requirements in connection with providing services to Client, including without limitation, policies and procedures for internal quality control, employee hiring and training, and other methods that ensure compliance.

Audit Rights. Client will have the right to audit CEE, at Client's own expense and not more than once per calendar year, for purposes of evaluating compliance with the terms of this Agreement. CEE will require full cooperation and will be responsible for assuring full cooperation by its employees and vendors in connection with such audits. CEE will and shall cause any vendor that performs tasks related to the Services to allow Client and its counsel, accountants, and other representatives, as well as the applicable regulatory authorities of Client, reasonable access upon thirty (30) days advance written notice and only during normal business hours, to all of CEE and vendors' files, books and records directly relating to the Services performed for Client under this Agreement. CEE will provide, and shall require the vendor to provide, to Client, or obtain for Client, access to such properties, records, and personnel as Client may reasonably require, and shall provide Client with CEE's most recent audited financial statements and the names, resumes, and proof of any required licensures for all relevant personnel employed by CEE, the Client and its representatives and affiliates shall treat all information obtained in such investigation that is not otherwise in the public domain as confidential. CEE shall make financial statement audits available to Client on an annual basis, including any SSAE -16 audits that may be performed on behalf of CEE. CEE shall remit annual financial statement audit reports to Client upon request.

11. *Cooperation.*

Client agrees that it shall (a) promptly deliver to CEE (i) any communications that Client receives from a borrower relating to such borrower's loan, and (ii) any communication Client receives from any regulator, state of federal agency or other governmental entity relating to any borrower's loan that is being serviced by CEE or otherwise relating to CEE's loan servicing activities, and (b) cooperate with CEE regarding any claim, dispute, regulatory examination or investigation related to Client's loans and the services provided to Client by CEE under this Agreement.

12. *Indemnity*

CEE and Client each agree to indemnify, defend, and hold the other and each of their respective officers, directors, employees, agents, counsel, advisors, and representatives (each, an "Indemnified Party") harmless from and against any and all claims, losses, penalties, fines, forfeitures, legal fees and related costs, judgments, and any other costs, fees, and expenses incurred by Indemnified Party arising out of any actions, demands, investigations, proceedings, claims, counterclaims, or defenses, made by or on behalf of any third party related to the failure of CEE or Client to perform its duties in compliance with the terms of this Agreement. Notwithstanding the foregoing, neither CEE nor Client shall indemnify any such Indemnified Party if such acts, omissions, or alleged acts constitute fraud, gross negligence, willful misconduct, or breach of fiduciary duty by such Indemnified Party. Neither CEE nor Client shall have an obligation to appear with respect to, prosecute, or defend any legal action which is not incidental to this Agreement.

13. *Taxes*

Neither CEE nor Client shall be responsible to the other party for any taxes owed by such party, including, without limitation, any federal, state, or local income or franchise taxes or other taxes, imposed on or measured by income received by such party (or any interest or penalties with respect thereto or arising from a failure to comply therewith) that are required to be paid by such party in connection herewith to any taxing authority.

14. *Reliance.*

CEE and Client, and any director, officer, employee, or agent of CEE or Client respectively, may rely on any document of any kind which it, in good faith, reasonably believes to be genuine and to have been adopted or signed by the proper authorities or persons respecting any matters arising hereunder.

15. *Insurance*

During the term of this Agreement, CEE will obtain and maintain insurance in the amounts listed below:

General Liability	\$2,000,000	Aggregate Limit
Automobile Liability	\$1,000,000	Combined Single Limit
Excess Liability	\$1,000,000	Aggregate Limit
Professional Liability	\$1,000,000	Aggregate Limit
Workers Compensation		Statutory Limit

CEE shall maintain with a responsible company, and at its own expense, a blanket crime policy, In a minimum amount equal to \$1,000,000, and a maximum deductible of \$100,000 with coverage on all employees acting in any capacity requiring such persons to handle funds, money, documents, or papers related to the Client Loans. The crime policy shall insure the Client, its respective officers and employes against losses resulting from forgery, theft, embezzlement, or fraud by such Employees.

No provision of this Section 15 requiring such insurance policies and crime policy shall relieve CEE from its duties as set forth in this Agreement. Upon request from the Client, CEE shall make available to Client for review, a true copy of such crime policy and insurance policies.

16. *Limitation of Liability*

CEE’s role is strictly limited to the Services. Client will be solely responsible for making all decisions concerning the management of the Client Loans. At all times, Client will be responsible for the accuracy of all information provided to CEE, and CEE may rely on any document of any kind which it, in good faith, reasonably believes to be genuine and to have been adopted or signed by the proper authorities or persons respecting any matters arising hereunder. The sole duty of

CEE is to exercise ordinary care in its performance of the obligations described in this Agreement. Client agrees that CEE, its officers, directors, agents, and employees (“CEE Representatives”) will not be liable for events or circumstances beyond their reasonable control. Client and CEE agree that clerical errors and mistakes in judgment do not constitute a failure to exercise ordinary care or to act in good faith.

Neither party shall be liable to the other or any other person for any indirect, incidental, consequential, punitive or special damages whatsoever (including without limitation, any damages claimed for loss of income, revenue, or profits or for loss of goodwill) arising from or related to services provided pursuant to this agreement. The exclusive remedy available to Client shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by CEE of its duties under this agreement. Notwithstanding anything to the contrary in this Agreement, CEE’s total aggregate liability arising out of or related to this Agreement shall not exceed the total amount of insurance coverage required by this agreement.

17. Term of Agreement: Termination

The initial term shall commence on the Effective Date and continue for a period of three (3) years (the “Initial Term”). Thereafter, the Agreement shall automatically renew for successive one (1) year periods, unless CEE or Client provides written notice of non-renewal or amendment to the other party at least sixty (60) days before the end of the then current term. Notwithstanding the preceding, on the date corresponding to sixty days prior to the initial three-year anniversary, the contract will automatically extend to the next one-year anniversary date, unless notice of termination is given as specified in the following paragraph.

Either Client or CEE may terminate servicing by CEE with respect to any Client Loan or all Client Loans upon (a) ninety (90) days prior written notice delivered to the other party via email (and duly acknowledged by the other party) or (b) upon the occurrence of a CEE Termination Event (as defined below). Upon such termination, CEE shall promptly supply appropriate reports, documents, promissory notes, and other information as requested by Client or any person or entity designated by Client and shall use its commercial best efforts to effect the orderly and efficient transfer or servicing to the Client or a new servicer designated by Client subject to the fees described in Exhibit B.

If any of the following events with respect to CEE shall occur and be continuing, it shall be a “Termination Event”:

- A. Any failure by CEE to remit any payment required to be made under the terms of the Agreement which continues un-remedied for a period of ten (10) business days after such payment was required to be made (and such cured failure shall not be deemed a Termination Event); provided, however, that any such failure shall not constitute a Termination Event if such delay or failure could not have been prevented by the

exercise of reasonable diligence by CEE, or such delay or failure was caused by events subject to Section 26. Force Majeure; or

- B. Any material breach by CEE or Client of their respective representations and warranties contained herein that materially and adversely affects the interests of the other, or any failure on the part of CEE or Client to observe or perform in any material respect any of the covenants or agreements other than as described in subsection A of this Section 17 and that continues un-remedied for a period of thirty (30) days after the date on which notice of such breach, requiring the same to be remedied, shall have been given to by the non-breaching party to the breaching party; provided, however, that if the breaching party certifies to the non-breaching party that it has in good faith attempted to remedy such breach, such cure period will be extended to the extent necessary to permit breaching party to cure such breach, but in no event more than sixty (60) days from the date of receipt; or
- C. CEE or Client shall suffer a material adverse change in its financial condition that affects its ability to perform its obligations under this Agreement; or
- D. CEE or Client is subject to a bankruptcy or other proceeding relating to its liquidation or insolvency, or a decree or order of a court or agency or supervisory authority having jurisdiction for the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding-up or liquidation of its affairs, shall have been entered against CEE or Client and such decree or order shall have remained in force, undischarged or un-stayed for a period of sixty (60) days; or
- E. CEE or Client shall consent to the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshaling of assets or liabilities, or similar proceedings of or relating to CEE or Client or of or relating to all or substantially all of such party's property; or
- F. CEE or Client shall admit in writing its inability to pay its debts as they become due, file a petition to take advantage of any application insolvency or reorganization statute, make an assignment for the benefit of its creditors, or voluntarily suspend payment of its obligations.

18. *Assignment of Rights*

This Agreement may not be assigned by Client except with prior written consent of CEE, which consent shall not to be unreasonably withheld. CEE may not assign its rights under this Agreement without the prior written consent of Client.

19. *Independent Contractor*

Nothing herein contained shall be deemed or construed to create a co-partnership or joint venture between the parties hereto and the services of CEE shall be rendered as an independent contractor and not as an agent for Client, its successors and assigns, or any obligors or noteholders under the Client Loans.

20. *Amendments*

This Agreement may not be amended or modified except by a written agreement signed by the parties in interest at the time of such modification. Notwithstanding the foregoing, CEE may adjust the Fees by providing an updated Exhibit B as set forth in Section 3 and all other Schedules may be changed by mutual agreement.

21. *Confidentiality*

Neither Client nor CEE shall disclose or use any Confidential Information of the other party or its affiliates, and each party will keep such Confidential Information confidential and will require that its affiliates, officers, employees, contractors, vendors, and advisors who have access to such Confidential Information comply with such non-disclosure and non-use obligations.

Notwithstanding the forgoing, Client or CEE may provide such Confidential Information as required pursuant to a court or administrative subpoena, court order or other such legal process or requirement of law; provided, however, that it shall endeavor to promptly notify the other of such request, order or requirement, unless such notice is prohibited by statute, rule, or court order. Nothing herein shall require either Client or CEE to fail to honor a subpoena, court or administrative order, or a requirement of law on a timely basis.

Notwithstanding this section, CEE is expressly permitted to release information to borrowers upon written request regarding their specific loans; and, following receipt of borrower's written authorization to release information, CEE is expressly authorized to release such information regarding that borrower's loan to a third party.

CEE shall cause vendors, if any, not to use or disclose any Confidential Information of Client except in compliance with this Agreement. Notwithstanding the foregoing, a vendor may disclose Confidential Information as required pursuant to a court or administrative subpoena, order or other such legal process or requirement of law; provided, however, that it shall first notify Client of such request or requirement, unless such notice is prohibited by statute, rule or court order. CEE shall not, on Client's behalf, require a vendor to fail to honor a subpoena, court or administrative order, or a requirement of law on a timely basis. CEE shall also cause vendors not to remove any Confidential Information from Client premises without Client's prior written authorization.

Each party shall limit access to the other party's Confidential Information to only those of its employees and agents who require such access in performing their duties hereunder. CEE agrees to either return the Confidential Information to Client or destroy the Confidential Information upon completion of the work or, in any event, upon termination of the Agreement between the parties. Except as expressly provided in this Agreement, no ownership or license rights are granted in any Confidential Information. Notwithstanding anything to the contrary in this Agreement, Confidential Information may be disclosed to a party's accountants, attorneys, insurers, regulators and consultants. Notwithstanding the foregoing, a party may retain one archival copy of Confidential Information that may be used solely to demonstrate compliance with this Agreement, Applicable Law, and internal policies and procedures.

"Confidential Information" for purposes of this agreement, shall mean any information of CEE, Client, or their respective affiliates, whether written or oral, including:

- A. Financial Information, marketing plans, and personnel records;
- B. Technical and non-technical data, including without limitation, customer lists, customer information, customer non-public information, fee schedules, forms, information, business and management methods, trade secrets, compilation and analysis of financial information and data to prepare and submit bids and proposals to third parties;
- C. Other proprietary or confidential information;
- D. Proprietary computer software, management information and information systems, whether or not such Confidential Information is disclosed or otherwise made available to one party or other pursuant to this Agreement;
- E. Terms and provisions of this Agreement and any transaction or document executed by the parties pursuant to this Agreement.

"Confidential Information" shall not include the following:

- A. Information that is or becomes generally available to and known by the public (other than as a result of an unpermitted disclosure directly or indirectly by the receiving party or its affiliates, advisors, or representatives);
- B. Information that is or becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party or its affiliates, advisors, or representatives, provided that such source is not and

was not bound by a confidentiality agreement with or other obligation of secrecy to the disclosing party of which the receiving party has knowledge at the time of the disclosure; or

- C. Information that has already been or is hereafter independently acquired or developed by the receiving party without violating any confidentiality agreement with or obligation secrecy to the disclosing party.
- D. Information that is accessible to the public under Minnesota Statutes Section 13.1 et seq.

Minnesota Government Data Practices Act: notwithstanding anything to the contrary, CEE, its officers, agents, owners, partners, employees, volunteers, and subcontractors, shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.01 et seq. and all other applicable state and federal laws, rules, regulations, and orders.

22. *Transfers.*

Client shall provide CEE with all authorizations and information and shall take all such further steps as may be necessary, in order to authorize and enable CEE to initiate the movement of funds by automated clearing house (“ACH”) or other electronic funds transfer.

23. *Notices*

All notices and communications as part of this Agreement must be in writing and, except as otherwise agreed in writing, must be delivered, mailed, faxed, or emailed, to the following addresses:

If to CEE:

Center for Energy and Environment
212 3rd Avenue North, Suite 560
Minneapolis, MN 55401
Attn: Ryan Ellis
Phone: 612.335.5862
Email: rellis@mncee.org

If to Client:

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

Attn: Ben Gozola
Phone: 651.638.2059
Email: Ben.Gozola@newbrightonmn.gov

24. *Governing Law*

This Agreement and each transaction consummated hereunder shall be deemed to be made under the internal laws of the State of Minnesota and shall be construed in accordance with and governed by the laws of the State of Minnesota, without regard to the choice of law rules of that state, except to the extent that any such laws may now or hereafter be preempted by Federal law.

25. *Counterparts*

This Agreement may be executed in several counterparts, each which shall be deemed an original, and all of which shall together constitute one and the same instrument.

26. *Force Majeure*

CEE and Client shall be excused from performing in accordance with the agreement in the event of an occurrence of "Force Majeure". Force Majeure is defined as fire, floods, earthquake, tornado, explosion, catastrophe, accident, war or war-like operations (whether or not a state of war is declared), riot, Acts of God, acts of terrorism, insurrection, order of a Governmental Body and Applicable Laws that prevent performance, to the extent (i) such event of Force Majeure is beyond the reasonable control of the Party claiming Force Majeure, and (ii) the Party claiming Force Majeure gives prompt written notice of the same to the other Party. In the event of any such delay, the sole remedy shall be a time extension for the completion dates required by the Agreement, which extension shall be the time period lost by reason of the Force Majeure.

27. *Entire Agreement*

This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties to this Agreement with respect to the subject matter of this Agreement.

28. *Authorized Persons*

CEE will provide a single login user name and password (together with any Client created user name and/or password, the "Credentials") to Client for purposes of accessing CEE's system ("Portal") to obtain reporting regarding Client Loans. Client is encouraged to create its own unique Credentials for use in accessing the Portal promptly after receipt of Credentials from CEE. Client shall be solely responsible for the use and protection of the Credentials. Client agrees to maintain the confidentiality of the Credentials.

Client agrees that it shall be liable for all transactions initiated and authorized by means of the Credentials, whether or not actually authorized by the Client. Client further agrees that any

person using the Credentials to access the Portal shall be deemed to be duly authorized by Client and such person using the Credentials shall be deemed to have full authority to act on behalf of Client. Client agrees to maintain a proper and complete log of individuals to whom it has provided access to Client portal and receipt of reports with respect to Client Loans or Client reports. Client shall promptly modify the Credentials in the event that any person to whom it has given the Credentials is no longer employed by or otherwise affiliated with Client.

Client shall appoint one or more officers or employees who are authorized to act on behalf of Client regarding this Agreement and the services provided by CEE hereunder (“Authorized Users”). CEE shall not be responsible for any correspondence with or access provided to any Authorized User. Client may add or remove Authorized Users by written notice to CEE. CEE may rely on any action taken by an Authorized User until an Authorized User’s authorization has been revoked by Client by written notice to CEE. CEE shall have a reasonable time to process any revocation received pursuant to this section.

Client agrees that the failure to protect Credentials may allow an unauthorized party to (i) use the services provided by CEE, (ii) access Client’s electronic communications and financial data, and (iii) send or receive information and communications on behalf of the Client. Unencrypted electronic transmissions are not secure, and Client assumes the entire risk for unauthorized use of Credentials and any unencrypted electronic transmissions. Client undertakes no obligation to monitor transactions initiated by valid Credentials to determine that they are made on behalf of or authorized by Client.

29. *Records*

Except to the extent otherwise required by Applicable Law, CEE shall retain all records relating to a Client Loan for at least six (6) years following termination of this Agreement or six (6) years from maturity or payoff of a Client Loan unless such documentation is requested by and delivered to Client at an earlier date. The records will be maintained in either hard copy or machine-readable (electronic) format. In the event CEE is no longer in existence, its successor shall continue to retain such records as provided above or deliver the records to Client.

30. *Deconversion*

In the event of termination of this Agreement, CEE will continue to service all existing Client Loans at the time of termination, at the fees in place at the time of termination. If Client desires to transfer the duties under this Agreement to a new servicer, CEE agrees to provide Client with electronic copies of the Client Loan records in CEE’s standard format at the current rate being charge on a per loan charge by CEE, as well as any additional time charged on a per hour basis.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

CENTER FOR ENERGY AND ENVIRONMENT

CITY OF NEW BRIGHTON

By _____
[Insert Name]
Its: _____

By: _____
Kari Niedfeldt-Thomas
Its: Mayor

By: _____
Devin Massopust
Its: City Manager

LOAN SERVICING AGREEMENT

Exhibit A: Duties of Servicer (CEE)

NEW LOAN SET UP

Loan Boarding

CEE will board the loan upon origination into CEE's servicing system. For any unsecured loan, CEE will board the new loan within three (3) Business days of origination. For any secured loan, CEE will board the new loan within three (3) Business days after the expiration of the right of rescission. CEE will confirm the funding pool and assure that the new loan draws off the correct pool.

For purposes of this Agreement, "business days" means calendar days other than weekends, official federal holidays, and non-banking holidays.

Reporting

CEE will report all amortizing loans to at least one of the three major credit agencies upon inception as it may designate in its sole discretion.

Quality Control Review

The loan and ACH entry instruction will be reviewed prior to activation to verify the servicing system matches the terms of the promissory note and any other programmatic requirements per the documents submitted.

Welcome Letter

A welcome letter will be sent to borrowers within five (5) business days after boarding. This letter shall include the toll-free customer service number as well as an email address that is available for borrowers to use should they have a question regarding their loan. Customer service is available from 8:00 AM to 4:30 PM Central Time, on "business days". An automatic ACH enrollment form is included in the letter for borrowers to complete and return to CEE if they would like recurring payments to be initiated automatically by CEE. The letter will also contain instructions for borrowers to receive access to the online loan portal where they have access to all their loan information and ability to make payments.

STANDARD SERVICING –AMORTIZING/DEFERRED

Billing

Borrowers with loans that have regularly scheduled payments will receive billing statements on a monthly basis or other appropriate frequency based on terms of the promissory note.

Collection of Loan payments

CEE shall collect payments of principal, interest and any appropriate fees. CEE shall confirm the application of payments to be consistent with the loan documents as part of ongoing due diligence.

Customer Service

CEE shall provide customer service to borrowers from 8:00AM – 4:30 PM Central Time on “business days”. The customer service team is available through the toll free phone number or email at loanservicing@mncee.org. Borrowers will receive a response within five (5) business days following a question submitted to CEE. Borrowers are able to view loan information on the loan portal as well as schedule payments.

Past Due Collections

CEE will make reasonable efforts to maintain loans in a current status and will deal promptly with those which are delinquent in accordance with the Collection Activity section below. CEE will process loan defaults as directed by Client.

Reporting

CEE will provide standard monthly reporting for the prior month’s activities to Client no later than the 10th business day of each month. The standard reports are as listed:

- Loan Trial Balance
- Aged Delinquency
- Principal and Interest Collections
- New Loan
- Paid Loan
- Fee Scheduled
- Fee Earned

Special reports may be added at an additional cost for programming. (See Exhibit B for pricing)

IRS Reporting

CEE shall provide borrowers with the required IRS annual tax reporting.

Funds Remittance

CEE shall remit collected funds less servicing and other applicable fees and any late charges assessed to borrower by the 10th business day of the month. Late charges will be retained by CEE. Funds will be remitted via ACH. An invoice will be distributed detailing the servicing fees. CEE shall remit such funds by means of ACH or other electronic funds transfer to an account designated by Client.

COLLECTION ACTIVITY

Early Delinquency

CEE will make reasonable efforts to maintain loans in a current status and will make reasonable periodic efforts to contact borrowers who are delinquent, in order to encourage payment. Such efforts will be limited to those loans that are no more than 90 days past due.

- CEE will follow customary, usual and prudent business practices in servicing delinquent loans.
- CEE will send delinquency letters for loans 31- 60 days past due.
- CEE will continue sending letters and begin phone calls for loans 61-90 days past due.

Late Delinquency

CEE will make reasonable efforts to contact Borrowers, solicit payments, and return loans to a current status, where the loan has reached 90 or more days past due, in order to encourage payment.

- CEE will follow customary, usual and prudent business practices in servicing delinquent loans.
- CEE will send formal default letters for loans reaching 120 or more days past due.
- CEE shall continue phone calls to borrower at 90 days past due.
- After 120 days past due, Client shall determine next steps and CEE shall have no obligation to take further action regarding delinquent loans until directed by Client.

DEFAULT MANAGEMENT

Client shall be solely responsible for declaring a loan to be in default, and determining whether a loan is to be charged-off.

Loan Modifications

CEE shall respond to Client or Borrower requests for modifications to their loan terms, including Repayment Plans, Forbearance Agreements, Deferments, Extensions, Short Sales (Pre-Foreclosure Sales), or Negotiated Releases of collateral, obligors or guarantors (each a “Loan Modification”).

CEE shall make no decisions independent of the Client. Client shall have final approval of any Loan Modifications, unless Client has instructed CEE in writing that it may approve Loan Modifications pursuant to criteria established by Client.

CEE will follow customary, usual and prudent business practices in its review and processing of Loan Modifications, and keep Client informed of the status of such requests.

Both Client and CEE recognize that time is of the essence in responding to and approving or declining Loan Modification requests.

CEE shall monitor Borrowers for compliance with the terms of the loan modification and make such changes to the loan record as required by the modification terms.

Special Servicing

CEE shall perform special servicing actions and steps at the direction of the Client for loans subject to formal legal proceedings, including Bankruptcy, Foreclosure, Deed-in-lieu of Foreclosure, Collections suits, Repossession, and Charge-offs involving either an obligor(s) or guarantor(s).

CEE shall make no decisions or take actions independent of the Client, who shall have final say in approval of any Special Servicing actions (other than routine steps taken to protect or preserve Clients interests), unless Client has instructed CEE in writing that it may approve and take such actions.

CEE must employ staff with expertise in the above areas and maintain compliance with all applicable regulations.

CEE will follow customary, usual and prudent business practices in its review, processing, and management of Special Servicing of Client loans, and keep Client informed of the status of loans subject to Special Servicing.

Both Client and CEE recognize that time is of the essence in responding to and approving or declining Special Servicing Actions.

CEE shall monitor Borrowers who are subject to Special Servicing, consistent with the governing legal proceedings or requirements, and make such changes to the loan record as required to reflect the Special Servicing requirements. With respect to Bankruptcy, the Special Servicing shall include Filings, Proof of Claim, Repayment Plan setup and monitoring, and discharge/completion processing. (See Exhibit B for pricing)

Other Servicing

CEE shall perform the following additional servicing actions and steps for loans as requested by Client. CEE will follow customary, usual and prudent business practices in providing these services. The Client shall bear all of CEE's out of pocket costs for third parties related to these items. CEE will notify Client of the potential out of pocket costs prior to performing any of the additional actions.

- REO Marketing
- Insurance Inspections
- Default Inspections
- Property Valuation or Appraisal
- Property Preservation and security

SUBORDINATION PREPARATION

CEE will review subordination requests in accordance with the Client's subordination program requirements. Subordinations will be forwarded to the Client for signature if request meets the program requirements. Fees related to the subordination are paid by borrowers.

MORTGAGE SATISFACTION PREPARATION

Loan Payoffs

CEE will process loan payoffs, issue payoff statements as requested by authorized individuals within 30 calendar days and remit funds to Client. CEE shall draft mortgage satisfactions ("Satisfaction") within 30 calendar days after loan is paid in full to ensure funds received are cleared. The Satisfaction is then sent to client for signature. CEE shall provide instructions to borrowers as to how to properly record the Satisfaction. In the event that \$5 (five dollars) or less of principal balance remains, CEE and Client will not attempt to collect the remaining fee and will consider the loan as satisfied.

FINAL/SPECIAL PROCESSING TRANSACTIONS

CEE shall charge additional fees in special circumstances such as a charge-off, foreclosure, servicing release, or any other transaction that is processed on a loan that is not paid in full but is no longer an active loan on the servicing system. This does NOT include processing a paid in full transaction.

HOME IMPROVEMENT PROGRAM ORIGINATION AGREEMENT

This HOME IMPROVEMENT PROGRAM ORIGINATION AGREEMENT ("Agreement"), dated this day of _____, 2026, is made by and between the **CITY OF NEW BRIGHTON**, a body corporate and politic under the laws of Minnesota, with offices at 803 Old Highway 8 NW, New Brighton, MN 55112 ("City"), and **CENTER FOR ENERGY AND ENVIRONMENT**, with offices at 212 3rd Avenue North, Suite 560, Minneapolis, Minnesota 55401 ("CEE").

RECITALS

- A. The City has a need for certain professional services and desires to retain CEE to provide said services, all subject to the terms and conditions contained in this Agreement.
- B. CEE is qualified to provide the desired professional services and desires to provide said services for the City, all subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained in this Agreement, the parties agree as follows:

1. Services/Scope of Work

- 1.1 CEE shall in conjunction with the City develop and deliver the City of New Brighton Home Improvement Loan Program (hereinafter the "Program") and more fully described in Exhibit A attached hereto. All activities delivered under the Program shall be coordinated with the Assistant Director of Community Assets & Development or their designee.
- 1.2 CEE shall assist the City staff in marketing the Program. This will include being on the CEE website and creating an information sheet about the Program.
- 1.3 The funding source is exclusively from the City.

2. Compensation

- 2.1 The City shall compensate CEE for services provided under this agreement according to the schedule in Exhibit B attached hereto.

The City shall compensate CEE only for services completed.

- 2.2 Upon request, CEE will provide additional marketing services. Hourly rates are inclusive of all overhead expenses and will be charged only for hours directly related to marketing. CEE will be reimbursed by the City for any non-labor, out-of-pocket expenses, relating to these services on a dollar-for-dollar basis with no mark-up.

- 2.3 CEE shall invoice the City not more than two times each month. The City shall pay CEE within 45 days of receipt of the invoice.

3. CLIENT's Obligations

- 3.1 If requested by CEE, the City shall make reasonable efforts to respond promptly to requests from CEE for information and approvals regarding the services to be provided under this Agreement.
- 3.2 If requested by CEE, the City shall make reasonable efforts to obtain information and or permission for access from clients which may be necessary for CEE to provide the services under this Agreement.
- 3.3 The City shall provide sufficient funding to fund eligible City funded loans. The City shall determine the amount of funds allocated to the Program.
- 3.4 The City shall establish eligibility requirements for the Program and shall provide these criteria in writing to CEE prior to commencement of any marketing efforts .
- 3.5 The City shall make reasonable efforts to respond promptly to requests from CEE for information and approvals regarding the services to be provided under this Agreement.

4. CEE's Obligations

- 4.1 CEE shall use its best efforts to provide services under this Agreement in a professional manner consistent with the care and skill used by reputable members of CEE's profession.
- 4.2 CEE, and all of its employees or agents, shall comply with all statutes, ordinances, rules, regulations and other laws applicable to the provision of services under this Agreement.
- 4.3 CEE shall secure all permits and licenses required for performance of the services under this Agreement.
- 4.4 CEE shall not engage in discriminatory employment practices against any employee or applicant for employment and shall in all respects comply with all federal, state and local laws, regulations and orders, including without limitation, Chapter 363 of the Minnesota Statutes, as amended from time to time. Failure to comply with the provisions hereof shall be deemed a material default under this Agreement.

5. Term and Termination

- 5.1 Unless earlier terminated as provided in the following paragraphs, this Agreement shall become effective on **TBD, 2026** and continue through **December 31, TBD**.

- 5.2 This Agreement may be terminated by either party, for any reason or no reason, immediately upon written notice to the other party. In the event this Agreement is terminated by CEE prior to the expiration of the term set forth in paragraph 5.1, the City shall compensate CEE for all services delivered up the date of termination and CEE shall provide the City with such information as the City may request regarding the status of the Program.
- 5.3 Any termination of this Agreement shall not release either party from their respective obligations under sections 7 and 8 of this Agreement.

6. Insurance

- 6.1 During the term of this Agreement, CEE will obtain and maintain insurance in the amounts listed below:

General Liability	\$2,000,000	Aggregate Limit
Automobile Liability	\$1,000,000	Combined Single Limit
Excess Liability	\$1,000,000	Aggregate Limit
Professional Liability	\$1,000,000	Aggregate Limit
Workers Compensation		Statutory Limit

CEE shall maintain with a responsible company, and at its own expense, a blanket crime policy, in a minimum amount equal to \$1,000,000, and a maximum deductible of \$100,000 with coverage on all employees acting in any capacity requiring such persons to handle funds, money, documents, or papers related to the services being provided by CEE pursuant to this Agreement. The crime policy shall insure the City, its respective officers and employees against losses resulting from forgery, theft, embezzlement, or fraud by such employees.

No provision of this Section 6 requiring such insurance policies and crime policy shall relieve CEE from its duties as set forth in this Agreement. Upon request from the City, CEE shall make available to City for review, a true copy of such crime policy and insurance policies.

7. Liability and Indemnification

- 7.1 CEE represents that the services to be provided under this Agreement are reasonable in scope and that CEE has the experience and ability to provide the services.
- 7.2 CEE warrants that any services provided hereunder shall be done in a professional and workmanlike manner.
- 7.3 CEE shall indemnify, defend and hold harmless the City and its officials, directors, employees and agents from and against any and all claims, damages, losses, injuries and expenses (including attorneys' fees and damages

for death, personal injury and property damage) which the City may incur as a result of any act or omission by CEE in providing services under this Agreement.

- 7.4 The City shall indemnify, defend and hold harmless CEE and its officers, directors, employees and agents from and against any and all claims, damages, losses, injuries and expenses (including attorneys' fees and damages for death, personal injury and property damage) which CEE may incur as a result of any act or omission by the City in discharging its duties under this Agreement.

8. Confidentiality

Unless otherwise agreed by the City in writing, CEE shall maintain in confidence and not disclose to any third party any information obtained regarding the City and/or any of the City's clients for which CEE is providing services; provided, however, that this obligation to maintain confidentiality shall not apply to:

- a) Information in the public domain at the time of disclosure;
- b) Information which becomes part of the public domain after disclosure through no fault of CEE;
- c) Information which CEE can demonstrate was known by it prior to the date of this Agreement; or
- d) Information that is accessible to the public under Minnesota Statutes Section 13.1 et seq.

Notwithstanding the foregoing, CEE shall be entitled to disclose the documents or client information covered by this paragraph to governmental authorities to the extent CEE reasonably believes it has a legal obligation to make such disclosures and to the extent CEE reasonably deems to be necessary; provided, however, that if CEE believes that any such disclosure is required by law, it shall provide advance notice to the City to provide the City with a reasonable opportunity to attempt to obtain an injunction or other protective order preventing such disclosure.

Minnesota Government Data Practices Act: notwithstanding anything to the contrary, CEE, its officers, agents, owners, partners, employees, volunteers, and subcontractors, shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.01 et seq., and all other applicable state and federal laws, rules, regulations, and orders.

9. Relationship of Parties

CEE will provide services as an independent contractor under this Agreement. Neither CEE, nor any of its employees or agents, shall be considered employees of the City for any purpose, and neither shall CEE be eligible for any compensation or benefits which the City may provide to its employees from time to time. CEE shall be solely responsible for all employment and other taxes applicable to providing services hereunder, and the City will not withhold any taxes or contributions from the compensation payable to CEE under this Agreement.

10. Notices

All notices, requests, demands and other communications required to be given in writing under this Agreement shall be given to the other party in person or by mail as provided in this section. If delivered personally, notice shall be deemed to have been duly given on the date of delivery. If delivered by mail, such notice shall be sent via first class U.S. mail, postage prepaid, to the address set forth at the beginning of this Agreement or such other address as a party may otherwise request by written notice, and notice shall be deemed duly given three (3) business days after mailing.

11. Assignment

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party shall assign or transfer in any manner, this Agreement or any portion hereof without the prior written consent of the other party, and any attempt to assign or transfer without prior written consent shall be void and of no effect.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

13. Miscellaneous

- 13.1 Headings and captions used in this Agreement are for convenience only and shall not affect the meaning of this Agreement.
- 13.2 This Agreement contains the entire agreement of the parties and supersedes all prior agreements, discussions and representations, written or oral, concerning the subject matter hereof.
- 13.3 No waiver by the City of any term or condition of this Agreement or any document referred to herein shall, whether by conduct or otherwise, be construed as a waiver or release of any other term or condition of this Agreement.
- 13.4 This Agreement may only be amended in a written agreement signed by both parties.
- 13.5 Except as expressly set forth in section 7, the rights and benefits under this Agreement shall inure solely to the benefit of the City and CEE, and this Agreement shall not be construed to give any rights, benefits or causes of action to any third party.
- 13.6 The invalidity or partial invalidity of any provision of this Agreement shall not invalidate the remaining provisions, and the remainder shall be construed as of the invalidated portion shall have never been a part of this Agreement.

13.7 CEE shall comply with the provisions of Minnesota Statutes Chapter 13 (Minnesota Government Data Practices Act) that are applicable to the City and shall not disseminate any information concerning loan requests of the borrowers without the prior written approval of the City.

13.8 This Agreement may be signed in any number of counterparts, each of which shall be deemed an original and one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF NEW BRIGHTON

By: _____ Its: Mayor
Kari Niedfeldt-Thomas

Date: _____

By: _____ Its: City Manager
Devin Massopust

Date: _____

CENTER FOR ENERGY & ENVIRONMENT

By: _____ Its: Chief Operation Officer
Stephanie Haddad

Date: _____ Tax ID # 41-1647799

#



Agenda Section:	Public Hearings
Meeting Date:	April 14, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Resolution Ordering Project and Authorizing Preparation of Plans and Specifications for City Project 26-1, 2026 Street Rehabilitation

Action Requested: <u>Public Hearing</u>
Form of Action: <u>Resolution</u>
Votes Needed: <u>4 Votes</u>

Summary Statement:	<p>The purpose of this item is to hold the Public Improvement Hearing for proposed Project 26-1, 2026 Street Rehabilitation. A presentation of the Feasibility Study will be made by staff prior to opening the Public Improvement Hearing.</p> <p>If City Council approves the project at the Public Improvement Hearing, staff will prepare plans and specifications based on the input received at the improvement hearing and previously collected information.</p>
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Recommendations:	<p>To hold a Public Improvement Hearing for proposed Project 26-1, 2026 Street Rehabilitation.</p> <p>To adopt the attached resolution ordering Project 26-1, 2026 Street Rehabilitation as proposed in the Feasibility Study, authorize staff to proceed with preparation of plans and specifications, and designate the Director of Community Assets and Development as the engineer for this improvement project.</p>
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Applicable	None
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Deadlines:	
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Community Impact:	Providing cost-effective infrastructure improvements.
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Legislative History:	<p>August 12, 2025 City Council approved a professional service agreement with E.G. Rud & Sons for land surveying services related to City Project 26-1, 2026 Street Rehabilitation.</p> <p>October 28, 2025 City Council approved a professional service agreement with Kimley Horn for engineering design services related to City Project 26-1, 2026 Street Rehabilitation.</p> <p>February 10, 2026 City Council adopted a resolution ordering staff to prepare a Feasibility Study for City Project 26-1, 2026 Street Rehabilitation.</p> <p>February 10, 2026 City Council authorized the purchase of fire hydrants and gate valves for the proposed project.</p> <p>March 19, 2026 An informational meeting was held with residents and business owners to be affected by the project.</p> <p>March 24, 2026 City Council accepted the Feasibility Study and set the date for the Public Improvement Hearing for City Project 26-1, 2026 Street Rehabilitation.</p>
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Strategic Priority:	<u>City Assets</u>
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Fiscal Impact:	Financial Consideration?	<u>Yes</u>
	Revenue/Expenditure Amount:	\$8,264,600
	Financing Source:	<u>Budgeted</u>
	Notes:	

Attachments:	1.	Resolution Ordering CP 26-1 and Authorizing Preparation of Plans and Specifications
	2.	26-1 Public Improvement Hearing Presentation

Resolution No. 2026-

State of Minnesota
County of Ramsey
City of New Brighton

RESOLUTION ORDERING PROJECT AND AUTHORIZING PREPARATION OF PLANS AND SPECIFICATIONS FOR PROJECT 26-1, 2026 STREET REHABILITATION.

WHEREAS, pursuant to Resolution 2026-028 of the City Council of the City of New Brighton, adopted March 24, 2026, a date was set for a Council Hearing on proposed Improvement Project 26-1, 2026 Street Rehabilitation; and,

WHEREAS, ten days published notice of the hearing through two weekly publications of the required notice was given and the hearing was held thereon the 14th day of April, 2026, at which time all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. Such improvement is hereby ordered as proposed.
2. The Director of Community Assets and Development is hereby designated as the engineer for this improvement and is hereby authorized to proceed with the preparation of the plans and specifications.

Adopted this 14th day of April, 2026, by the New Brighton City Council with a vote of _____ ayes and _____ nays.

Kari Niedfeldt-Thomas, Mayor

ATTEST:

Devin Massopust, City Manager

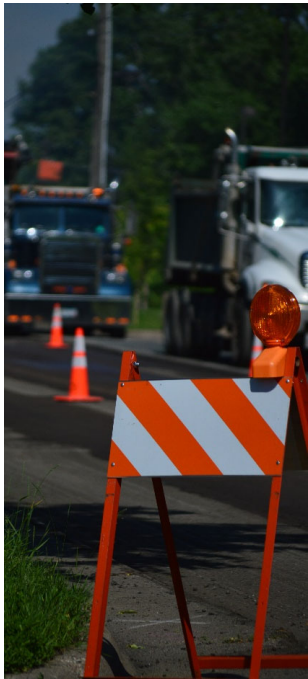
Terri Spangrud, City Clerk

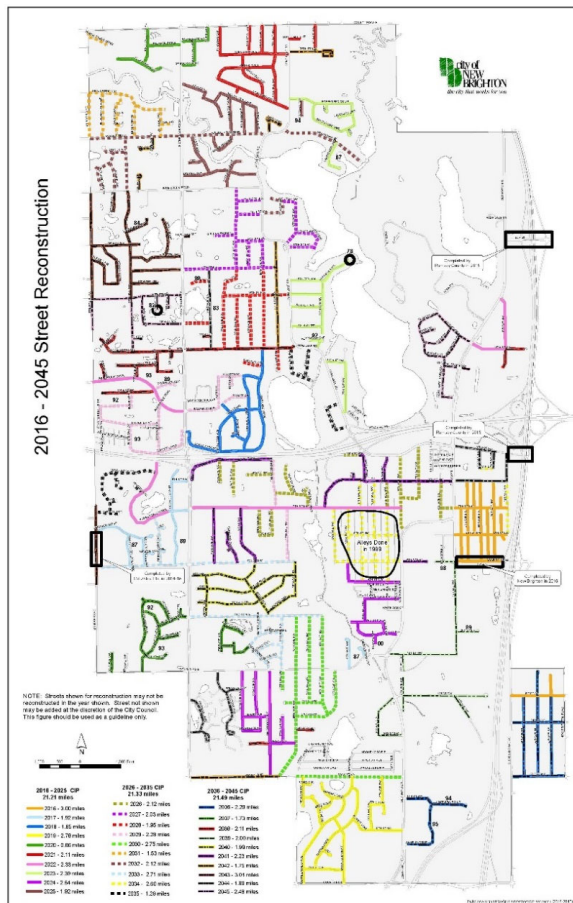


Department of Community Assets and Development

PROJECT 26-1, 2026 STREET REHABILITATION

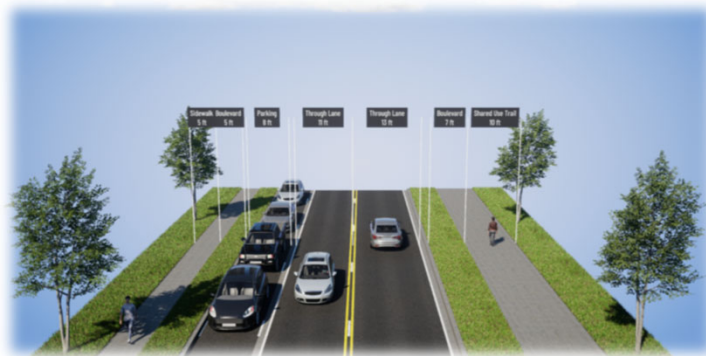
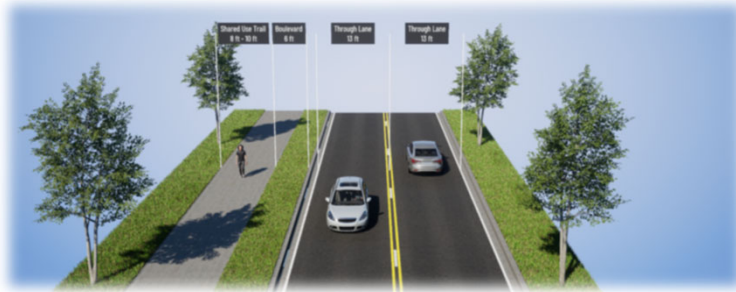
April 14, 2026 Public Improvement Hearing





- In 1980 City Council adopted a Comprehensive Street Plan for maintaining our streets and alley system.
- New Brighton has about 64 miles of streets and alleys.
- Streets are rehabilitated about every 25 to 30 years.
- Rehabilitate about 2.1 miles per year.
- Rehabilitate on a neighborhood basis to minimize disruption.

LIVING STREETS



- January 9, 2024 City Council approved Living Streets Plan

Vision

Improve the quality of life in New Brighton through infrastructure improvements

STREET IMPROVEMENTS – LIVING STREETS IMPLEMENTATION

Living Streets Checklist

Roadway	Category	Features Needed						Transit Adjustments	Considerations for Future Study
		Sidewalk	Bicycle Facilities	Parking	Blvd Trees	Storm Drain	Place Making		
7 th Street NW (Silver Lake Road to 8 th Ave NW)	<input type="checkbox"/> Local							None	None
	<input type="checkbox"/> Local (MSA)								
	<input type="checkbox"/> Minor Collector								
	<input checked="" type="checkbox"/> Major Collector								
		Check the appropriate box above High Medium Low							

Checklist Considerations

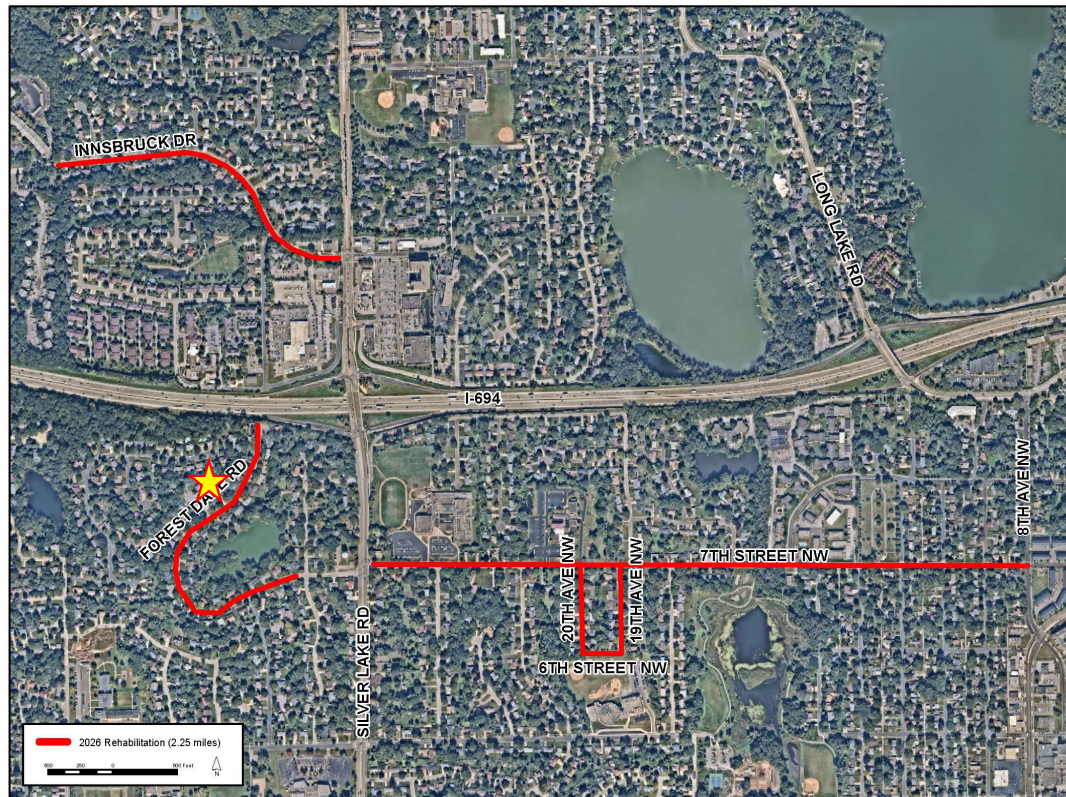
Street Category

- Local
- Minor Collector
- Major Collector

Needed Features and Action Items

- Sidewalks – proximity and connectivity to parks, schools, trail networks, etc.
- Bike facility needs – painted lanes or protected
- Parking needs
- Tree canopy improvements and boulevard trees
- Storm sewer and drainage improvements
- Place making opportunities
- Public transit adjustments
- Crosswalks and Safe Routes to School
- **Utility improvement impacts also considered during street review due to curb removal required for utility work**

2026 Street Rehabilitation



Streets Included

- 7th Street NW
- 19th Avenue NW
- 6th Street NW
- 20th Avenue NW
- Forest Dale Road
- Innsbruck Drive
- *Mimosa Lane - Petition received for inclusion in project*
- Total of 2.25 miles of streets in project corridor
- Last rehabilitated between 1993 – 1996
- Forest Dale Road 1982 → Mill and Overlay 2001

2026 STREET REHABILITATION – STREET CONDITION PHOTOS



7th Street NW



7th Street NW



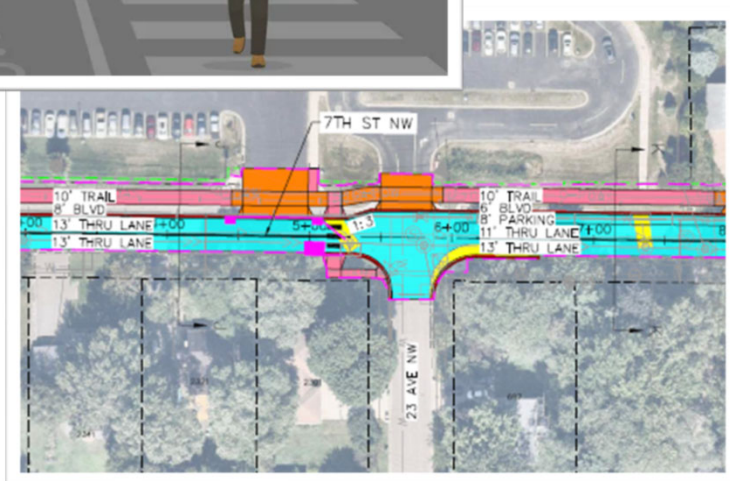
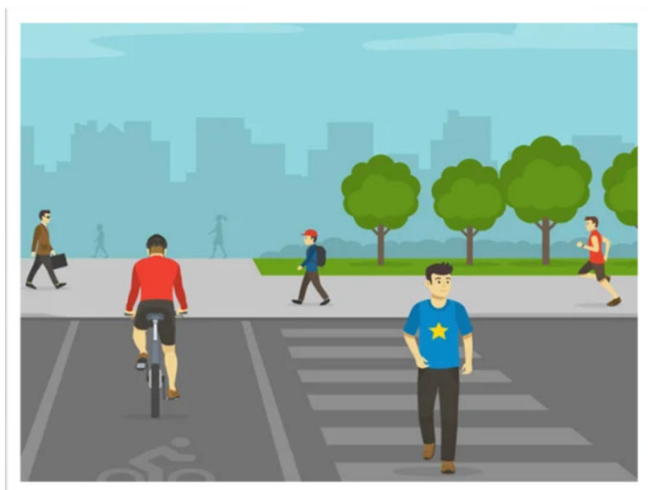
Forest Dale Road



Innsbruck Drive

Project Scope

- Street surface replacement
- Street width reduction to support Living Streets Plan and 25 mph speed limits
- Multi-use trail construction
- Concrete sidewalk construction
- Enhanced pedestrian crossings
- Storm sewer system improvements
- Watermain system improvements
- Sanitary sewer system improvements



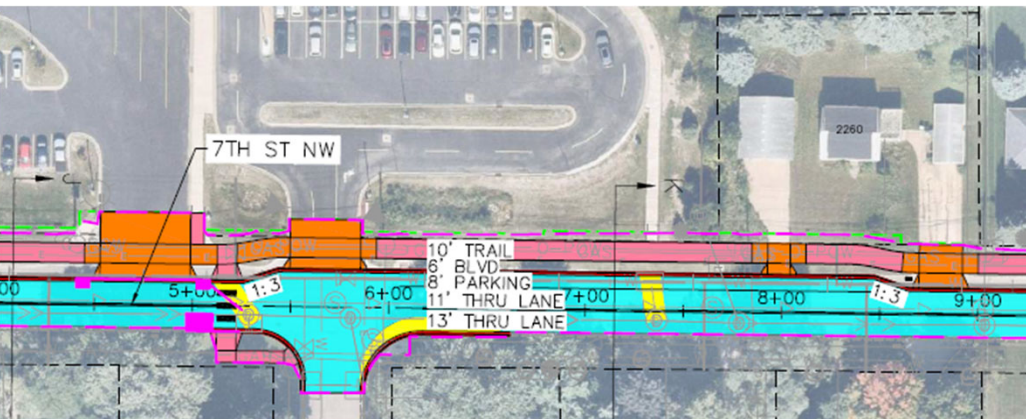
7TH STREET NW IMPROVEMENTS

7th Street NW Looking East

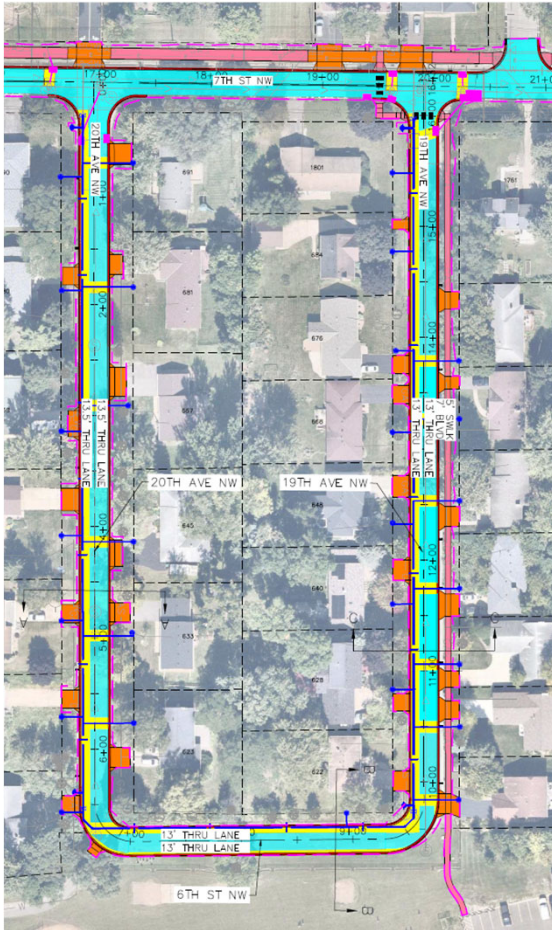
Shared Use Trail 8 ft - 10 ft
Boulevard 6 ft
Through Lane 13 ft
Through Lane 13 ft



- Street surface removal and replacement (typical for all project streets)
- Sidewalk on north side reconstructed to 10-foot multi-use path
- Parking lane on south side removed to accommodate multi-use trail construction
- Reconstruct entrance to Highview Middle School to include a turn lane for WB traffic
- Installation of a parking “bump out” at Emerald Manor Apartments
- Enhanced pedestrian crossing @ Hansen Park – Flashing Crosswalk Signs
- Improved ADA Pedestrian Ramps and crosswalks
- Minor signal modifications at Silver Lake Road



19TH AVENUE NW / 6TH STREET NW / 20TH AVENUE NW IMPROVEMENTS



19th Avenue NW

- Safe Routes to School Improvements: Installation of 5-foot concrete sidewalk and 5-foot boulevard on east side of 19th Avenue NW to Bel Air Elementary
- Street width reduced from 30' to 26' to accommodate sidewalk installation
- Watermain and service replacement

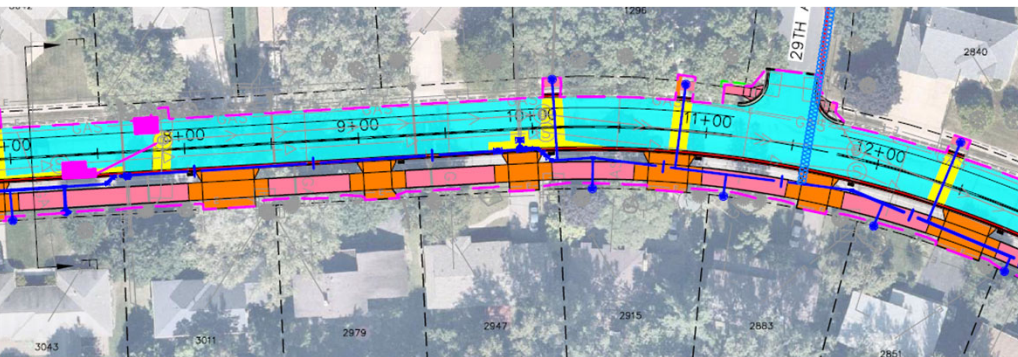
6th Street NW

- Street width widening from 24' to 26' to provide continuity through corridor
- Watermain and service replacement

20th Avenue NW

- Street width reduced from 30' to 27' – new city standard for streets without sidewalks/trails
- Watermain and service replacement

INNSBRUCK DRIVE IMPROVEMENTS

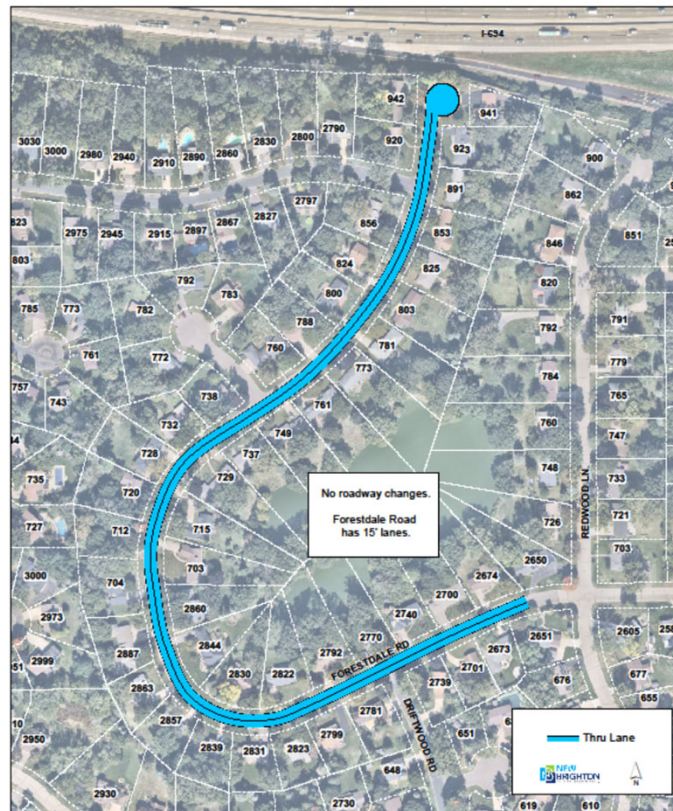


- Installation of a 10-foot multi-use path on the south side of Innsbruck Drive from Silver Lake Road to city border
- Parking lane on south side removed to accommodate multi-use trail construction. Parking lane on north side to remain.
- Enhanced pedestrian crossing @ 27th Avenue NW/Innsbruck Trail – Flashing Crosswalk Signs
- Improved ADA Pedestrian Ramps and crosswalks
- Minor signal modifications at Silver Lake Road

FOREST DALE ROAD IMPROVEMENTS

Proposed Street Section Exhibit

Forestdale Road Street Rehabilitation



- No changes to roadway geometry planned
- Street surface replacement
- Spot curb and gutter replacement to correct broken/settled curb

WATER SYSTEM IMPROVEMENTS

Watermain Replacement Area 1



Watermain Replacement Area 2



Watermain and water services in areas with a high break history will be replaced

- 3,500 feet of watermain
- 67 service lines (water main to curb stop)
- 13 watermain valves
- 9 fire hydrants

SANITARY SEWER SYSTEM IMPROVEMENTS

- Sewer mains televised. No issues found requiring open cutting of street
- Adjust and Flex Seal manhole adjustment rings to prevent inflow/infiltration and loss of underlying roadway material

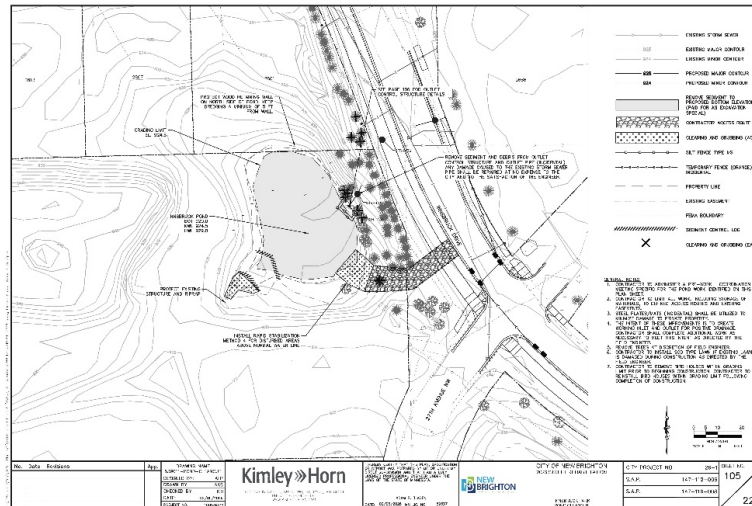


STORM SEWER SYSTEM IMPROVEMENTS



- Catch Basin
- Manhole
- Storm Sewer
- Install New Drainage Structure
- Remove & Replace Drainage Structure
- Install New Storm Sewer Pipe
- 2026 Street Reconstruction

Storm Sewer Improvements
For 2026 Street Reconstruction - Map 1



- Storm sewer condition survey completed fall 2025
- Any catch basins / manholes constructed of block will be replaced
- Installation of additional storm sewer on 7th Street and Innsbruck Drive to meet state aid design standards
- Storm sewer catch basins relocated to match new curb lines
- Pond sediment removal (winter 2026/2027)



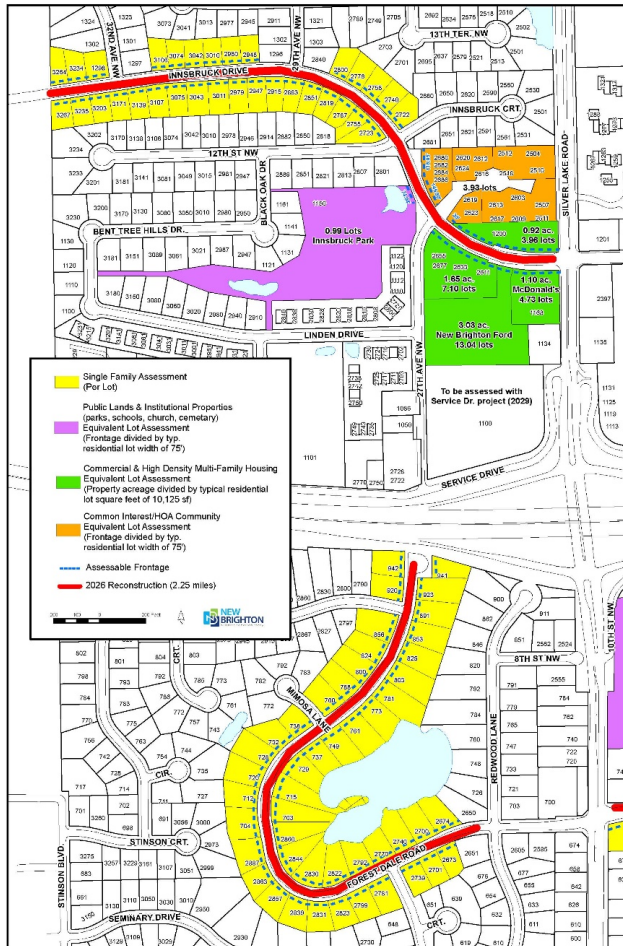
ESTIMATED PROJECT COSTS	
IMPROVEMENT	ESTIMATED COST
Construction Costs	\$6,728,400
Contingency (10%)	\$672,800
Engineering & Administration	\$628,900
Surveying and Testing Services	\$175,000
Legal & Fiscal	\$39,000
Capitalized Interest	\$20,500
TOTAL ESTIMATED PROJECT COST	\$8,264,600

PROJECT FUNDING

IMPROVEMENT	CITY COSTS	RESIDENT COSTS ASSESSABLE	M.S.A. COSTS	TOTALS
Street Rehabilitation	1. \$1,759,950	2. \$586,650	3. \$3,369,190	\$5,715,790
Sidewalk Construction	\$78,140			\$78,140
Watermain Improvements	\$1,478,470			\$1,478,470
Sanitary Sewer Improvements	\$98,470			\$98,470
Storm Sewer Improvements	\$310,290		3. \$583,460	\$893,750
Total	\$3,725,320	\$586,650	\$3,952,650	\$8,264,620

1. 75 percent of Street Rehabilitation costs.
2. 25 percent of Street Rehabilitation costs.
3. 7th Street and Innsbruck Drive are Municipal State Aid streets. M.S.A. costs are associated with constructing roadways to standards that are beyond what is typical for residential streets to be constructed to. Costs include additional pavement requirements, storm sewer improvements, curb and gutter, multi-use trail construction, pedestrian crossing treatments

ASSESSMENT BREAKDOWN



Estimated Assessment Rate: \$2,800/Lot or Equivalent Lots

*Residential lots assessed if short side of lot abuts project street

*Corner lots not assessed multiple times

Single Family

- Assessment Method: Per Lot Basis
- Estimated Assessment: \$2,800 / Lot

Public & Institutional Properties

- Park Land, School, Church, Cemetery
- Assessment Method: Equivalent Lot Basis
- Frontage Divided by Typical Residential Lot Width of 75'
- Typ. Residential Lot Amount X \$2,800

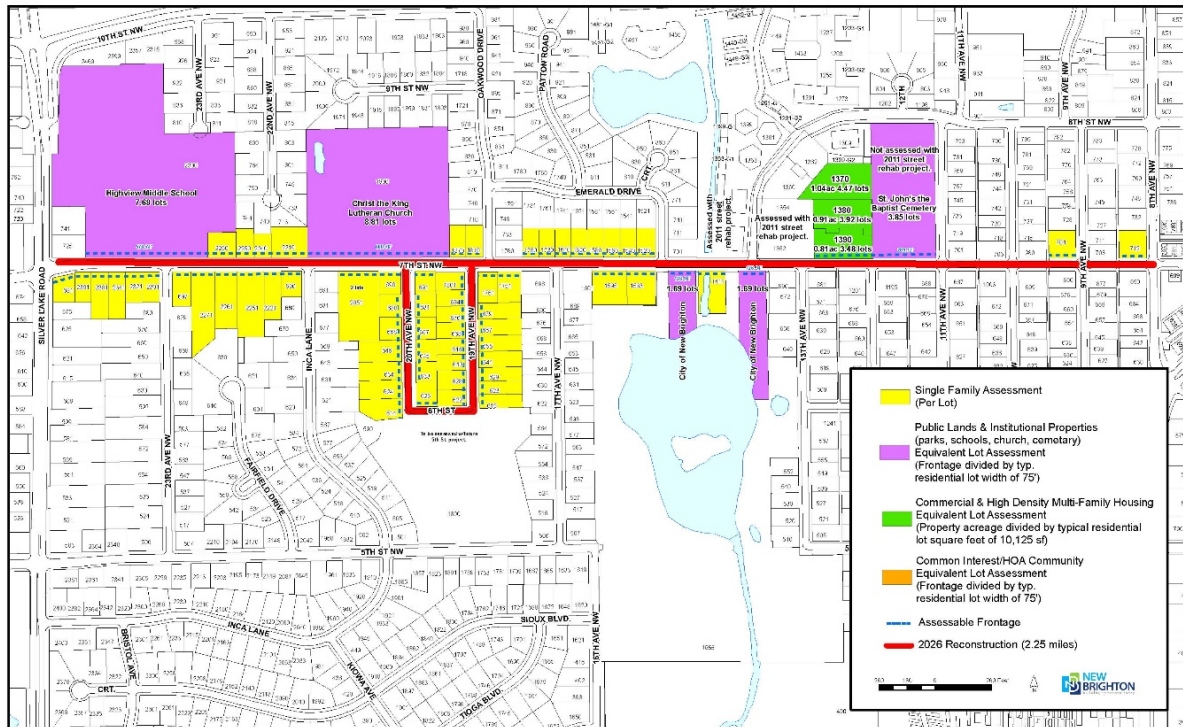
Common Interest/HOA Community

- Assessment Method: Equivalent Lot Basis
- Frontage Divided by Typical Residential Lot Width of 75'
- Typ. Residential Lot Amount X \$2,800
- Total Assessment Amount Split Evenly Between Benefitting Parcels in HOA

Commercial & High-Density Multi-Family Properties

- Higher Density & Street Demand
- Assessment Method: Equivalent Lot Basis
- Property Acreage Divided by Typical Residential Lot Size of 10,125 SF
- Amount of Residential Lots X \$2,800

ASSESSMENT BREAKDOWN



Estimated Assessment Rate: \$2,800/Lot or Equivalent Lots

*Residential lots assessed if short side of lot abuts project street

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Single Family

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Commercial & High-Density Multi-Family Properties

- Higher Density & Street Demand
- Assessment Method: Equivalent Lot Basis
- Property Acreage Divided by Typical Residential Lot Size of 10,125 SF
- Amount of Residential Lots X \$2,800

\$2,800 @ 3.00% Interest for 10 Years

YEAR	PRINCIPAL	INTEREST	TOTAL	BALANCE
2028	\$280.00	\$106.68	\$386.68	\$2,520.00
2029	\$280.00	\$75.60	\$355.60	\$2,240.00
2030	\$280.00	\$67.20	\$347.20	\$1,960.00
2031	\$280.00	\$58.80	\$338.80	\$1,680.00
2032	\$280.00	\$50.40	\$330.40	\$1,400.00
2033	\$280.00	\$42.00	\$322.00	\$1,120.00
2034	\$280.00	\$33.60	\$313.60	\$840.00
2035	\$280.00	\$25.20	\$305.20	\$560.00
2036	\$280.00	\$16.80	\$296.80	\$280.00
2037	\$280.00	\$8.40	\$288.40	\$0.00
TOTAL	\$2,800.00	\$484.68	\$3,284.68	

Avg. Annual Payment
 $\frac{\$3,284.68}{10} = \328.47

Avg. Monthly Payment
 $\frac{\$328.47}{12} = \27.37

Payment Options

Payment in full

- Payment in full accepted for 30 days following Assessment Hearing in September 2027

Payment Payoff

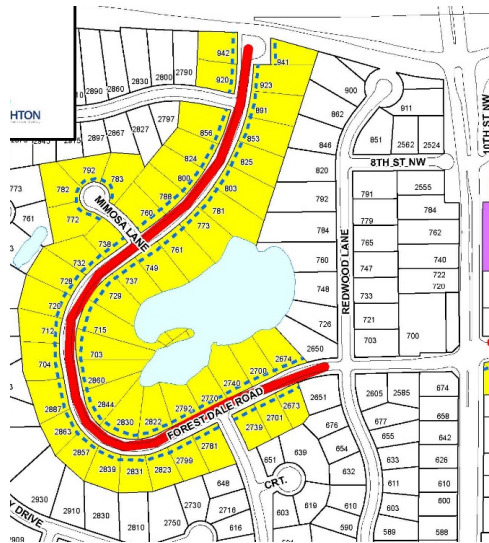
- Certified to Ramsey County for collection with taxes over 10 year period
- Interest charges
- Can be paid off at anytime during collection period w/ no penalty

Senior Deferral Criteria

- 65 or older
- Homestead
- Avg. Annual Assessment Payment exceeds 1% of adjust gross income

PROJECT SCHEDULE





Construction Costs

Estimated Construction Costs = \$46,000
 City Costs (75%) = \$35,000
 Assessable Costs (25%) = \$11,000

Assessment Breakdown

Assessment Method = Per Lot Basis
 Assessable Costs = \$11,000
 Assessable Lots = 4 Lots

Assessment Rate = \$2,800 / Lot

MIMOSA LANE



- Petition received March 30, 2026 to have street rehabilitated with 2026 Street Rehabilitation Project

Staff Review

- Originally constructed in 2004
- Identified for rehabilitation in 2035
- Pavement condition warrants rehabilitation
- No utility improvements or roadway geometry changes planned
- If approved, benefitting properties will be subject to assessments for the work

Staff Recommendation

- Staff recommend including Mimosa Lane in 2026 Street Rehabilitation to minimize future disruption to residents
- Work proposed to include removal and replacement of pavement section and spot curb and gutter replacement (if necessary) to repair broken/settled sections of curbing

Council Actions

- Determine adequacy of Petition – Consent Item
- Adopt Resolution – Business Item
 - Ordering inclusion of Mimosa Lane in City Project 26-1, 2026 Street Rehabilitation

RECOMMENDATIONS

1. Hold Public Improvement Hearing
2. Adopt Resolution
 - Ordering Project 26-1, 2026 Street Rehabilitation
 - Authorize staff to prepare project plans and specifications
3. Adopt Resolution
 - Ordering inclusion of Mimosa Lane in Project 26-1, 2026 Street Rehabilitation
 - Authorize inclusion of Mimosa Lane benefitting properties in Project 26-1 assessment boundary
 - Amend preparation of project plans and specifications to include Mimosa Lane



Questions?

Dustin Lind
Engineering Supervisor
651-638-2055
dustin.lind@newbrightonmn.gov

Craig Schlichting, P.E.
Dir. of Community Assets & Development
651-638-2056
craig.schlichting@newbrightonmn.gov





Agenda Section:	Council Business
Meeting Date:	April 14, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Resolution to include Mimosa Lane in City Project 26-1, 2026 Street Rehabilitation

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

Summary Statement:	<p>Following the neighborhood informational meeting for proposed City Project 26-1, 2026 Street Rehabilitation, a petition was submitted by residents of Mimosa Lane requesting inclusion of their street in the project. Staff have reviewed the implications of adding Mimosa Lane to City Project 26-1, which are summarized below.</p> <p>Mimosa Lane was originally constructed in 2004, along with Torchwood Drive and Stinson Court. The Capital Improvement Plan currently identifies these streets for rehabilitation in 2035. Based on a review of existing pavement conditions, staff believe Mimosa Lane is eligible for rehabilitation at this time. Additionally, the City's approach of rehabilitating streets on a neighborhood basis to minimize disruption supports advancing this work.</p> <p>The engineer's estimate to include Mimosa Lane in City Project 26-1, 2026 Street Rehabilitation is \$46,000. There are four properties with frontage on Mimosa Lane that would be subject to special assessments in accordance with the assessment policies of New Brighton's Comprehensive Street Plan. The proposed assessment method would be</p>
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	<p>on a per lot basis, consistent with the approach used for single family properties included in City Project 26-1. Based on this method, the estimated assessment amount is \$2,800 per property, which aligns with the assessment amounts proposed in the Feasibility Study for City Project 26-1. The estimated City share of \$35,000 (75% of total street rehabilitation costs) can be accommodated within the existing project contingency.</p> <p>If approved, the pavement will be rehabilitated to the City's standard 9-ton design thickness. No changes to roadway geometry are proposed, as Mimosa Lane is a relatively short street segment terminating in a cul-de-sac. Additionally, no utility improvements are planned that would require complete removal of the existing curb and gutter.</p> <p>Staff recommend approval of the inclusion of Mimosa Lane in City Project 26-1, as it is feasible, necessary, and cost-effective. Advancing the rehabilitation now will minimize future disruption to residents and avoid anticipated increased costs if rehabilitated at a later date.</p>
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Recommendations:	To adopt the resolution including Mimosa Lane in City Project 26-1, 2026 Street Rehabilitation.
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Applicable Deadlines:	None
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Community Impact:	Providing cost-effective infrastructure improvements.
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Legislative History:	<p>August 12, 2025 City Council approved a professional service agreement with E.G. Rud & Sons for land surveying services related to City Project 26-1, 2026 Street Rehabilitation.</p> <p>October 28, 2025 City Council approved a professional service agreement with Kimley Horn for engineering design services related to City Project 26-1, 2026 Street Rehabilitation.</p> <p>February 10, 2026 City Council adopted a resolution ordering staff to prepare a Feasibility Study for City Project 26-1, 2026 Street Rehabilitation.</p> <p>February 10, 2026 City Council authorized the purchase of fire hydrants and gate valves for the proposed project.</p> <p>March 19, 2026 An informational meeting was held with residents and business owners to be affected by the project.</p>
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	March 24, 2026 City Council accepted the Feasibility Study and set the date for the Public Improvement Hearing for City Project 26-1, 2026 Street Rehabilitation.
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Strategic Priority:	<u>City Assets</u>
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Fiscal Impact:	Financial Consideration?	<u>Yes</u>
	Revenue/Expenditure Amount:	\$46,000
	Financing Source:	<u>Other</u>
	Notes:	

Attachments:	<table border="1"> <tr> <td style="width: 10%;">1.</td> <td>Resolution Including Mimosa Lane in City Project 26-1, 2026 Street Rehabilitation</td> </tr> </table>	1.	Resolution Including Mimosa Lane in City Project 26-1, 2026 Street Rehabilitation
1.	Resolution Including Mimosa Lane in City Project 26-1, 2026 Street Rehabilitation		

Resolution No. 2026-

State of Minnesota
County of Ramsey
City of New Brighton

RESOLUTION ORDERING INCLUSION OF MIMOSA LANE IN CITY PROJECT 26-1, 2026 STREET REHABILITATION

WHEREAS, a petition requesting the improvement of Mimosa Lane was filed with the City on March 30, 2026; and

WHEREAS, in the petition, the residents requested that Mimosa Lane be reconstructed at the same time as the adjacent Forest Dale Road as part of the 2026 Street Rehabilitation Project; and

WHEREAS, the petition has been declared to be adequate for the inclusion of Mimosa Lane with City Project 26-1, 2026 Street Rehabilitation.

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

1. Mimosa Lane is hereby included with the construction of City Project 26-1, 2026 Street Rehabilitation.
2. Benefitting properties abutting Mimosa Lane are hereby included in the assessment boundary for City Project 26-1, 2026 Street Rehabilitation and are subject to the assessment for all or a portion of the cost of the installation, pursuant to Minnesota Statue 429.011, law 1955, Chapter 393.
3. Preparation of plans and specifications for City Project 26-1, 2026 Street Rehabilitation are hereby amended to include Mimosa Lane.

Adopted this 14th day of April, 2026, by the New Brighton City Council with a vote of _____ ayes and _____ nays.

Kari Niedfeldt-Thomas, Mayor

ATTEST:

Devin Massopust, City Manager

Terri Spangrud, City Clerk



Agenda Section:	Council Business
Meeting Date:	April 14, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Data Centers Moratorium

Action Requested: Motion

**Form of Action: Resolution
Ordinance**

**Votes Needed: 3 Votes -- ordinance
4 Votes -- summary publication resolution**

Summary Statement:	<p>It has recently come to staff's attention that one or more communities within the Twin Cities metropolitan area are starting to receive land use applications for the establishment of data centers. As New Brighton may be an attractive location given the City's abundance of water needed for cooling these installations, staff is recommending that Council adopt a temporary moratorium on data centers to give staff and policymakers time to fully evaluate this emerging land use and its fit within the community. Current zoning regulations do not contemplate this use.</p> <p>This item consists of an ordinance and a summary publication resolution. Detailed explanations for both items are outlined in the executive summaries for the individual items.</p>
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Recommendations: Approval of Ordinance 931 and its summary publication resolution

Applicable Deadlines: None -- city driven process

Community Impact:	The establishment of unregulated and unguided data centers has the potential to inflict significant negative impacts on the community.
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Legislative History:	None -- staff recommendation based on activity we're seeing in other twin cities metro communities.
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Strategic Priority:	<u>Economic Development</u> <u>Community Engagement & Belonging</u>
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Fiscal Impact:	Financial Consideration?	<u>No</u>
	Revenue/Expenditure Amount:	\$
	Financing Source:	<u>N/A</u>
	Notes:	

Attachments:	
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Agenda Section:	Council Business
Meeting Date:	April 14, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Adoption of Ordinance 931: Establishing a Moratorium on Data Centers

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

Summary Statement:	<p>It has recently come to staff's attention that one or more communities within the Twin Cities metropolitan area are starting to receive land use applications for the establishment of data centers. As New Brighton may be an attractive location given the City's abundance of water needed for cooling these installations, staff is recommending that Council adopt a temporary moratorium on data centers to give staff and policymakers time to fully evaluate this emerging land use and its fit within the community. Current zoning regulations do not contemplate this use.</p> <p>Based on the experience of other communities, New Brighton officials may have concerns about the high water and energy consumption of these facilities, corresponding wastewater generation, noise and air emissions from cooling systems and diesel generators, all to support the relatively short functional lifespan of these facilities (20 to 25 years). The potential impacts of data centers, as we currently understand them, would conflict with the City's Climate Action Plan, could strain local infrastructure and the regional energy grid, and may affect nearby residents' health and quality of life. The proposed moratorium will provide the City with needed time to study best practices and develop clear standards regarding where this use</p>
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	may be allowed, and what conditions are necessary to protect surrounding neighborhoods and community resources. Alternatively, this study may determine that data centers as a use are simply not appropriate within this built-out community.
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Recommendations:	Approval of Ordinance 931 as presented.
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Applicable Deadlines:	None. City driven process.
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Community Impact:	Ensuring rules and regulations are ready for new and emerging uses is a critical responsibility of every city, as unintended uses in problematic locations can have major impacts on a community for decades.
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Legislative History:	None. This is the first time data centers have been considered in any capacity.
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Strategic Priority:	<u>Economic Development</u>
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Fiscal Impact:	Financial Consideration?	<u>No</u>
	Revenue/Expenditure Amount:	\$
	Financing Source:	<u>N/A</u>
	Notes:	

Attachments:	<table border="1" style="width: 100%;"> <tr> <td style="width: 10%;">1.</td> <td>Ord 931: Data Center Moratorium_FINAL</td> </tr> </table>	1.	Ord 931: Data Center Moratorium_FINAL
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ORDINANCE NO. 931

**STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON**

**AN INTERIM ORDINANCE AUTHORIZING A STUDY AND
IMPOSING A MORATORIUM ON DATA CENTERS**

WHEREAS, many communities within the State of Minnesota have recently received land use applications seeking approval for new data center sites; and

WHEREAS, New Brighton may be attractive for data center construction thanks to its location within the Twin Cities metropolitan area and given its ample water supply which data centers need for cooling purposes; and

WHEREAS, data center operations can reportedly:

- a) Draw between 250,000 and five million gallons of water per day; and
- b) Generate approximately the same amount of non-domestic wastewater as they draw;
- c) Draw up to and over 14,000,000 kilowatt hours (kWh) of electricity per year; and
- d) Employ up to 1,600 people during construction and up to 200 people during operations; and

WHEREAS, buildings housing data centers are often of significant size mandating special considerations; and

WHEREAS, exterior noise at data centers generated by equipment, cooling systems, fans, and diesel generators reportedly can result in some people experiencing headaches, additional stress, and sleep disturbances leading to potential anxiety, cognitive impairments, cardiovascular risks, and in extreme cases, tinnitus and hearing loss; and

WHEREAS, emissions caused by electricity generated primarily from fossil fuel and diesel generators can release significant amounts of carbon dioxide and other greenhouse gasses into the atmosphere which would be antithetical to the City's Climate Action Plan efforts; and

WHEREAS, energy demand for data centers can range from 14,000,000 kWh / year to over 70,000,000 kWh /year putting strain on the energy grid and increasing energy costs; and

WHEREAS, concerns have been raised in communities with existing data centers regarding air, stormwater, noise pollution, and the expected lifespan of such facilities only lasting 15 to 20 years; and

WHEREAS, because data centers are a relatively new use, they have never been specifically contemplated in the City of New Brighton zoning ordinance as to whether they should be allowed; if allowed, in what zoning districts should they be considered; and finally, what restrictions must be placed on the use to ensure it fits both within the City and amongst the surrounding properties.

NOW, THEREFORE BE IT RESOLVED:

THE CITY COUNCIL OF THE CITY OF NEW BRIGHTON ORDAINS AS FOLLOWS:

SECTION 1. Purpose and Intent. The purpose and intent of this interim ordinance (“Ordinance”) is to protect the planning process and the health, safety, and welfare of the citizens of the City of New Brighton (the “City”) by (i) imposing, pursuant to Minnesota Statutes, section 462.355, subdivision 4, a moratorium on data centers, as that term is defined herein, during the term of this Ordinance; and (ii) authorizing a study related to the local regulation of data centers.

SECTION 2. Legislative Findings. The city council of the city of New Brighton hereby finds and determines as follows:

- a) The City is a governing body for the purposes of the Municipal Planning Act, Minnesota Statutes, chapter 462 (the “Act”), and it has previously exercised its authority pursuant to the Act to adopt the New Brighton City Code (hereinafter, the “City Code”) and the New Brighton Zoning Ordinance (hereinafter, the “Zoning Ordinance”);
- b) Section 462.355, subdivision 4 of the Act authorizes the City to adopt interim ordinances to regulate, restrict, or prohibit any use, development, or subdivision within the City, the purpose of which are to protect the planning process and the health, safety, and welfare of the citizens within the City;
- c) Due to a significant transformation and evolution in new technologies, including artificial intelligence, cloud computing, and other digital infrastructure, Minnesota has recently seen a rapid increase in the development and operation of data centers;
- d) The impact that new and/or expanded data centers may have within the City and on public health and welfare, including, without limitation, those related to planning functions, public utilities, and the environment, are not fully understood or known at this time;

- e) The City recently determined that although the Zoning Ordinance imposes express regulations on numerous types of uses in its respective zoning districts, it does not impose any express rules or regulations specifically related to data centers;
- f) Absent such rules and regulations, the City is unable to regulate data centers in a meaningful and effective way, which it is expressly authorized to do pursuant to the Act;
- g) Various land use authorities throughout the State of Minnesota, including other municipalities, expressly regulate data centers via their official controls;
- h) The City will benefit from establishing its own local rules and regulations related to data centers within the Zoning Ordinance; and
- i) It is in the best interests of the public to place a City-wide moratorium on data centers to provide City staff, consultants, and the City’s planning commission with a meaningful opportunity to study whether and how the City should amend its official controls to effectively regulate data centers moving forward.

SECTION 3. Definition. For purposes of this Ordinance, the term “data center” means a building or other facility used principally for the storage, management, processing, and/or transmission of digital data, which houses computer or network equipment, systems, services, appliances, and/or other associated components related to digital data operations. A data center may also include accessory and appurtenant facilities, such as offices, air handlers, power generators, water cooling systems and water storage facilities, utility substations, and other associated infrastructure necessary to support sustained digital data operations. The term “data center” shall not include computing facilities which are not the principal use of a building or other facility in extent or area but which may perform similar functions in a manner that is merely accessory to a separate and lawful principal use.

SECTION 4. Study Authorized. City staff, consultants, and the City’s planning commission are hereby authorized and directed to conduct a study of data centers, including, without limitation, their relevant localized impacts and how other communities regulate them, and provide the city council with recommendations on whether and how the Zoning Ordinance should be amended to better address the aforementioned void. The planning commission may make such recommendations on this issue as it deems appropriate.

SECTION 5. Moratorium Imposed. A moratorium is hereby imposed throughout the City on data centers, which during the term of this Ordinance shall be considered a prohibited use within the City. During the period of said moratorium, no data center shall be established, constructed, or expanded in the City, and no application for any permit or application contemplating such establishment, construction, or expansion shall be accepted or approved by the City. Additionally, no additional review or other work on any previously accepted applications that include or contemplate establishment, construction, or expansion of a data center will be conducted during the term of this Ordinance. Previously received applications shall be either withdrawn by the applicant, acted upon by the City in accordance with this Ordinance, or, if agreed to by the applicant in writing, the statutory review period may be extended indefinitely to allow the City to act upon the application only after completing the aforementioned study pursuant to any amendments to the Zoning Ordinance regarding data centers that take effect thereafter. In accordance with section 462.355, subd. 4(d) of the Act, this Ordinance alone may not halt, delay, or impede a subdivision that has been given preliminary approval, nor may it unilaterally extend the timelines set forth in Minnesota Statutes, section 15.99 with respect to any application filed prior to the effective date of the Ordinance. Nothing herein is intended to legislate any subject matter that the City is otherwise preempted from regulating due to the existence of any state or federal laws.

SECTION 6. Duration. This Ordinance shall remain in effect for one year from its effective date unless it is expressly repealed earlier by the City. If the City adopts an amendment to the Zoning Ordinance expressly regulating data centers prior to the expiration of this Ordinance, this Ordinance shall terminate on the effective date of such amendment.

SECTION 7. Penalty and Enforcement. The City may enforce this Ordinance through criminal prosecution or by undertaking such civil actions or proceedings, including, without limitation, injunctive relief, as it determines appropriate to prevent, restrain, correct, or abate any violation or threatened violation of this Ordinance. The initiation of one type of enforcement action shall not preclude the City from instituting any other action or proceeding available to it under law to enforce this Ordinance. Any person, firm, partnership, corporation, or other entity violating any provision of this Ordinance shall be guilty of a misdemeanor and, upon conviction thereof, shall be subject to imprisonment for up to 90 days, a fine of up to \$1,000, or both, plus the costs of prosecution. Each day that a violation occurs shall be considered a separate offense.

SECTION 8. Severability. Every section, provision and part of this Ordinance is declared severable from every other section, provision and part thereof. If any section, provision or part of this Ordinance is held to be invalid by a court of competent jurisdiction, such judgment shall not invalidate any other section, provision or part of this Ordinance.

SECTION 9. Effective Date. This Ordinance shall take effect immediately upon its adoption and publication.

Adopted this 14th day of April 2026, by the New Brighton City Council with a vote of _____ ayes and _____ nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

(Seal)



Agenda Section:	Council Business
Meeting Date:	April 14, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider a Resolution of Summary Publication for Ordinance 931

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

Summary Statement:	A summary publication resolution, if approved, will save this City significant money to publish lengthy ordinances or ordinances with maps and charts. Because Ordinance 931 is lengthy, staff is recommending approval of the provided summary.
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Recommendations:	Approve the summary publication resolution as presented.
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Applicable Deadlines:	None.
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Community Impact:	Approval of a summary publication will save taxpayer dollars.
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Legislative History:	Ordinance 931 is being heard for the first time on 4/14/26.
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Strategic Priority:	<u>N/A</u>
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Fiscal Impact:	Financial Consideration?	<u>No</u>
	Revenue/Expenditure Amount:	\$
	Financing Source:	<u>N/A</u>
	Notes:	

Attachments:	1.	Summary Publication Resolution
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RESOLUTION _____
CITY COUNCIL
CITY OF NEW BRIGHTON

**RESOLUTION AUTHORIZING PUBLICATION OF
ORDINANCE NO. 931 BY TITLE AND SUMMARY**

WHEREAS, the city council of the City of New Brighton acted at its April 14th, 2026, meeting to adopt Ordinance No. 931, “AN INTERIM ORDINANCE AUTHORIZING A STUDY AND IMPOSING A MORATORIUM ON DATA CENTERS” (“Ordinance”); and

WHEREAS, Minnesota Statutes, section 412.191, subdivision 4 allows publication of adopted ordinances by title and summary in the case of lengthy ordinances or those containing charts or maps; and

WHEREAS, the City Council determines publishing the entire text of the Ordinance is not in the best interests of the City as the Ordinance is lengthy and is readily available to the public by contacting City Hall; and

WHEREAS, the City Council determines the following summary clearly informs the public of the intent of Ordinance and where to obtain a copy of the full text.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of New Brighton hereby approves the following summary language as publication of the Ordinance:

CITY OF NEW BRIGHTON
SUMMARY PUBLICATION
Ordinance No.931

AN INTERIM ORDINANCE AUTHORIZING A STUDY AND
IMPOSING A MORATORIUM ON DATA CENTERS

The New Brighton City Council adopted the above-referenced ordinance at its meeting on April 14, 2026. The ordinance is an interim ordinance authorizing a study and imposing a moratorium on the construction of data centers within the City. While this moratorium is in place, the City shall not accept, process, or act on any data center application, site plan, building permit, or zoning approval.

The ordinance includes citations to authority and legislative findings, definitions of terms used, and provides for a study of data centers to determine whether they would be appropriate if proposed within the City of New Brighton; if appropriate, where could they locate; and if approved, what conditions or restrictions should be built into code to guard against community impacts and impacts to nearby properties. The ordinance provides that the moratorium is in effect upon publication and will be in place for no more than 12 months unless repealed earlier. The full text of the ordinance is available by contacting City Hall.

BE IT FURTHER RESOLVED by the New Brighton City Council that the City Clerk keep a copy of the ordinance at City Hall for public inspection, place a copy in a public place within the city, and place it in the City's ordinance book within 20 days from publication of the summary.

Adopted this 14th day of April, 2026 by the City of New Brighton City Council with voting as follows:

Mayor Kari Niedfeldt-Thomas: _____

Jason Steffenhagen: _____

Emily Dunsworth: _____

Graeme Allen: _____

Jeanne Vint Frischman: _____

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk