



**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 June 9, 2026**

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

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

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



**I. Call to Order and Roll Call**

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

**II. Pledge of Allegiance**

**III. Public Comment Forum**

**IV. Approval of Agenda**

**V. Special Order of Business**

**VI. Consent Agenda**

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

- a. June 2, 2026 City Council Work Session Minutes
3. Accept Receipt of Commission Minutes
4. Consider Authorizing staff to enter into a Professional Services Agreement with In Control, Inc. for the Upgrade of the Supervisory Control and Data Acquisition (SCADA) System for the Sanitary Sewer System
5. Consider Approval of Excluded Gambling Bingo Application for Atonement Lutheran Church's Family Bingo Nights
6. Consider Approval of Gambling Exempt Permit for Irondale Band Boosters' Duck Raffle Event
7. Consider Approval of Gambling Exempt Permit for Irondale Marching Band's Annual Mega Raffle Event
8. Consider Authorizing staff to enter into an agreement with the Minnesota Department of Natural Resources for the ReLeaf Grant
9. Consider Quote and Award City Project 26-2A, 2026 Reclamite Maintenance Project
10. Consider Authorizing staff to enter into a Professional Services Agreement with E.G. Rud and Sons, Inc. for City Project 26-1, 2026 Street Rehabilitation
11. Consider Resolution Certifying Delinquent Utility Accounts and Past Due Miscellaneous Receivables Invoices to be Payable with 2027 Property Taxes
12. Consider Authorizing Staff to Execute Grove Security Agreement for Replacement of Water Treatment Plant Security Cameras
13. Consider Application for Solicitor License for Lionheart Building and Consultants to extend their license for an additional month

## **VII. Public Hearings**

## **VIII. Council Business**

1. **Housing Action Plan:** Final Deliverables and Policies Overview
  - a. Consider a Resolution Adopting an Inclusionary Housing Policy

## **IX. Commission Liason Reports, Announcements, and Updates**

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

## **X. Adjournment**



|                        |                       |
|------------------------|-----------------------|
| <b>Agenda Section:</b> | <b>Consent Agenda</b> |
| <b>Meeting Date:</b>   | <b>June 9, 2026</b>   |

**REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY**

**ITEM DESCRIPTION: Consider Approval of Payments**

**Action Requested:**  
Motion

**Form of Action:**  
Other

**Votes Needed:**  
3 Votes

|                           |  |      |              |      |              |        |              |               |                       |
|---------------------------|--|------|--------------|------|--------------|--------|--------------|---------------|-----------------------|
| <b>Summary Statement:</b> | <p>The following summary of claims have been submitted to the City’s Finance Department for payment. A detailed listing is also attached.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>EFT:</td> <td>\$612,766.07</td> </tr> <tr> <td>ACH:</td> <td>\$587,645.45</td> </tr> <tr> <td>Check:</td> <td>\$107,761.91</td> </tr> <tr> <td><b>Total:</b></td> <td><b>\$1,308,173.43</b></td> </tr> </table> | EFT: | \$612,766.07 | ACH: | \$587,645.45 | Check: | \$107,761.91 | <b>Total:</b> | <b>\$1,308,173.43</b> |
| EFT:                      | \$612,766.07   |      |              |      |              |        |              |               |                       |
| ACH:                      | \$587,645.45   |      |              |      |              |        |              |               |                       |
| Check:                    | \$107,761.91   |      |              |      |              |        |              |               |                       |
| <b>Total:</b>             | <b>\$1,308,173.43</b>  |      |              |      |              |        |              |               |                       |

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

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

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

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

|                            |   |
|----------------------------|---|
| <b>Strategic Priority:</b> | <b><u>Operational Effectiveness</u></b> |
|----------------------------|---|

|                       |                                 |  |
|-----------------------|---------------------------------|--|
| <b>Fiscal Impact:</b> | <b>Financial Consideration?</b> | <b><u>Yes \$1,308,173.43</u></b>   |
|                       | Revenue/Expenditure Amount:     | \$   |
|                       | Financing Source:               | <b><u>Budgeted</u></b><br><b><u>Budget Modification</u></b><br><b><u>Revenue</u></b><br><b><u>Other</u></b><br><b><u>N/A</u></b> |
|                       | Notes:                          |  |

|                     |   |    |                                    |
|---------------------|---|----|------------------------------------|
| <b>Attachments:</b> | <table border="1" style="width: 100%;"> <tr> <td style="width: 10%;">1.</td> <td>06-09-26 VI_1 APPROVAL OF PAYMENTS</td> </tr> </table> | 1. | 06-09-26 VI_1 APPROVAL OF PAYMENTS |
| 1.                  | 06-09-26 VI_1 APPROVAL OF PAYMENTS  |    |                                    |

VI\_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

| Check Date | Payee                       | Description  | Amount          |
|------------|-----------------------------|--|-----------------|
| 05/10/2026 | 1000BULBS.COM - CC          | ELECTRICAL SUPPLIES FOR FREEDOM                          | 1,169.83        |
| 05/10/2026 | 1000BULBS.COM - CC          | ELECTRICAL SUPPLIES FOR FREEDOM                          | 97.96           |
|            |                             |  | <u>1,267.79</u> |
| 05/10/2026 | 1ST AYD - CC                | SHOP SUPPLIES  | 461.29          |
| 05/10/2026 | A.M. LEONARD - CC           | FORESTRY SUPPLIES  | 2,193.24        |
| 05/10/2026 | AB SHOW - CC                | JH - TRAINING CEU  | 395.00          |
| 05/10/2026 | ACE HARDWARE - CC           | PADLOCKS FOR SECURING A SCENE FOR AN INVESTIGATION       | 31.99           |
| 05/10/2026 | ACE HARDWARE - CC           | QUICKCRETE FORESTRY SUPPLIES                             | 8.59            |
|            |                             |  | <u>40.58</u>    |
| 05/10/2026 | Ace Waste-cc                | MAY WASTE DISPOSAL SERVICES                              | 352.39          |
| 05/10/2026 | Ace Waste-cc                | MAY WASTE DISPOSAL SERVICES                              | 1,090.26        |
| 05/10/2026 | Ace Waste-cc                | MAY WASTE DISPOSAL SERVICES                              | 1,945.79        |
| 05/10/2026 | Ace Waste-cc                | MAY WASTE DISPOSAL SERVICES                              | 632.49          |
| 05/10/2026 | Ace Waste-cc                | MAY WASTE DISPOSAL SERVICES                              | 1,090.26        |
| 05/10/2026 | Ace Waste-cc                | MAY WASTE DISPOSAL SERVICES                              | 156.40          |
|            |                             |  | <u>5,267.59</u> |
| 05/10/2026 | ADAGIO'S PIZZA FACTORY - CC | PIZZA FOR RAMSEY COUNTY TRAFFIC SAFETY DWI SATURATION    | 124.93          |
| 05/10/2026 | ALLINA HEALTH SYSTEM-cc     | 2026 2ND QUARTER EDUCATION AND MEDICAL DIRECTION         | 2,344.00        |
| 05/10/2026 | ALLINA HEALTH SYSTEM-cc     | NEW AED BATTERY FOR PUBLIC SAFETY AED                    | 315.00          |
| 05/10/2026 | ALLINA HEALTH SYSTEM-cc     | NEW AED PADS FOR WTP #1 & SHOP, NEW BATTERY FOR SHOP AED | 300.00          |
|            |                             |  | <u>2,959.00</u> |
| 05/10/2026 | ALLSTREAM - CC              | HOSTED PHONE SYSTEM                                      | 3,579.22        |
| 05/10/2026 | AMAZON WEB SERVICES - CC    | HOSTED WEB SERVICE                                       | 5.17            |
| 05/10/2026 | AMAZON.COM-cc               | WHITEBOARD   | 69.89           |
| 05/10/2026 | AMAZON.COM-cc               | MAGNETS FOR WHITEBOARD                                   | 16.85           |
| 05/10/2026 | AMAZON.COM-cc               | MICROFIBER RAGS FOR CLEANERS                             | 16.58           |
| 05/10/2026 | AMAZON.COM-cc               | CONFERENCE MIC, USB C ADAPTERS                           | 121.37          |
| 05/10/2026 | AMAZON.COM-cc               | NAME TAGS FOR FIRE BANQUET                               | 18.52           |
| 05/10/2026 | AMAZON.COM-cc               | NAME TAGS FOR FIRE BANQUET                               | 1.55            |
| 05/10/2026 | AMAZON.COM-cc               | GUN CLEANING SUPPLIES                                    | 72.45           |
| 05/10/2026 | AMAZON.COM-cc               | ALUM BOND  | 26.54           |
| 05/10/2026 | AMAZON.COM-cc               | TRUNK COVER FOR UNMARKED GMC ARCADIA #2614               | 119.95          |
| 05/10/2026 | AMAZON.COM-cc               | INNER TUBES SHOP   | 77.88           |
| 05/10/2026 | AMAZON.COM-cc               | #2615 & #2616 RUNNING BOARDS                             | 334.34          |
| 05/10/2026 | AMAZON.COM-cc               | #1507 FLASHLIGHT   | 172.33          |
| 05/10/2026 | AMAZON.COM-cc               | 360 DEGREE STROBE LIGHTS SHOP STOCK                      | 110.03          |
| 05/10/2026 | AMAZON.COM-cc               | #1101 ISOLATER WITH STUDS                                | 12.23           |
| 05/10/2026 | AMAZON.COM-cc               | NEW HOSE FOR HUDSON SPRAYER                              | 2.59            |
| 05/10/2026 | AMAZON.COM-cc               | NEW HOSE FOR HUDSON SPRAYER                              | 30.95           |
| 05/10/2026 | AMAZON.COM-cc               | 200 PRINTABLE BLANK POSTCARDS                            | 36.95           |
| 05/10/2026 | AMAZON.COM-cc               | NBCC FIRST AID SUPPLIES                                  | 23.76           |
| 05/10/2026 | AMAZON.COM-cc               | NBCC RESALE - UTENSILS                                   | 38.68           |
| 05/10/2026 | AMAZON.COM-cc               | GENERAL OFFICE SUPPLIES                                  | 82.10           |
| 05/10/2026 | AMAZON.COM-cc               | PACK OF 4 SPIRAL JOURNALS FOR ALANNA HANSON              | 29.76           |
| 05/10/2026 | AMAZON.COM-cc               | KEYBOARDS, MICE, WEBCAMS, CHARGING CABLES                | 476.19          |
| 05/10/2026 | AMAZON.COM-cc               | BLUETOOTH WIFI ADAPTERS                                  | 169.80          |
| 05/10/2026 | AMAZON.COM-cc               | PHONE CASE AND LENS                                      | 36.53           |
| 05/10/2026 | AMAZON.COM-cc               | MONITOR, ADAPTERS AND CORDS                              | 171.50          |
| 05/10/2026 | AMAZON.COM-cc               | PHONE CASE   | 22.66           |
| 05/10/2026 | AMAZON.COM-cc               | RING LIGHT FOR PASSPORT                                  | 95.06           |
| 05/10/2026 | AMAZON.COM-cc               | SD CARD, PHONE CASE, LENS COVER                          | 97.64           |
| 05/10/2026 | AMAZON.COM-cc               | MISC OFFICE SUPPLIES                                     | 59.27           |

VI\_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

| Check Date | Payee                          | Description   | Amount          |
|------------|--------------------------------|---|-----------------|
| 05/10/2026 | AMAZON.COM-cc                  | PROJECTOR LAMP  | 149.23          |
| 05/10/2026 | AMAZON.COM-cc                  | REPLACEMENT PLATEN ROLLER FOR DNR PRINTER                   | 33.36           |
| 05/10/2026 | AMAZON.COM-cc                  | PHONE CASE FOR PHONE  | 23.99           |
| 05/10/2026 | AMAZON.COM-cc                  | KEYS FOR FILING CABINET                                     | 13.12           |
| 05/10/2026 | AMAZON.COM-cc                  | NEW MOTION SENSORS FOR BATHROOMS @ SUNNY SQUARE             | 193.98          |
| 05/10/2026 | AMAZON.COM-cc                  | PAINT STRAINER FOR ROBOT PAINTER                            | 20.98           |
| 05/10/2026 | AMAZON.COM-cc                  | GREASE PENS FOR HYDRANT FLUSHING                            | 31.75           |
| 05/10/2026 | AMAZON.COM-cc                  | FORESTRY SUPPLIES HELMET / GLOVES                           | 90.47           |
| 05/10/2026 | AMAZON.COM-cc                  | TENNIS NET STRAPS   | 59.97           |
| 05/10/2026 | AMAZON.COM-cc                  | PLUG FOR GOLF COURSE ROLLER                                 | 23.87           |
| 05/10/2026 | AMAZON.COM-cc                  | PLUG FOR GOLF COURSE ROLLER                                 | (1.54)          |
| 05/10/2026 | AMAZON.COM-cc                  | TREE STAKES   | 317.49          |
| 05/10/2026 | AMAZON.COM-cc                  | CHALK/CHALKBOARDS, SMOKE DETECTOR POLE, BACKPACK. DRY ERASE | 204.24          |
| 05/10/2026 | AMAZON.COM-cc                  | GAME FOR PUBLIC EDUCATION                                   | 199.90          |
| 05/10/2026 | AMAZON.COM-cc                  | PRIZE WHEEL FOR PUBLIC EDUCATION                            | 44.97           |
| 05/10/2026 | AMAZON.COM-cc                  | BASKETBALL NET REFUND                                       | (5.85)          |
|            |                                |   | <u>3,943.88</u> |
| 05/10/2026 | AMERICAN RED CROSS - CC        | 7 RED CROSS CERTIFICATIONS                                  | 294.00          |
| 05/10/2026 | AMERICAN VAN - CC              | #1609 BACK UP CAMERA  | 31.20           |
| 05/10/2026 | AMERICAN VAN - CC              | #1609 BACK UP CAMERA  | 373.12          |
|            |                                |   | <u>404.32</u>   |
| 05/10/2026 | APPLE SPICE - CC               | INTERVIEW PANEL LUNCH - POLICE                              | 115.00          |
| 05/10/2026 | APPLE SPICE - CC               | INTERVIEW PANEL LUNCH - SERGEANT                            | 155.00          |
|            |                                |   | <u>270.00</u>   |
| 05/10/2026 | Aspen Mills-cc                 | PSO J. SOUKHASEUM INITIAL UNIFORM                           | 1,111.30        |
| 05/10/2026 | Aspen Mills-cc                 | K. AYRES RESERVE CAP AND PATCH                              | 28.35           |
| 05/10/2026 | Aspen Mills-cc                 | J. SOUKHASEUM SHIRT AND EMBROIDERY                          | 253.35          |
| 05/10/2026 | Aspen Mills-cc                 | M. WINTERLIN SHIRTS INITIAL ISSUANCE 2ND HALF               | 389.70          |
|            |                                |   | <u>1,782.70</u> |
| 05/10/2026 | ATLASSIAN - CC                 | HOSTED KNOWLEDGEBASE  | 10.00           |
| 05/10/2026 | BACKSTAGE DELI - CC            | LUNCH LASERFICHE CONF JZ                                    | 22.76           |
| 05/10/2026 | BEACH'S LONG LAKE SERVICE - CC | #2009 PROPANE   | 38.80           |
| 05/10/2026 | BEISSWENGERS HARDWARE-cc       | SUPPLIES FOR CITY CONFERENCE ROOM DRIP REPAIR               | 15.18           |
| 05/10/2026 | BEISSWENGERS HARDWARE-cc       | ROPE FOR SOCCOR GOALS                                       | 75.96           |
| 05/10/2026 | BEISSWENGERS HARDWARE-cc       | SEED SPREADER & RAKES                                       | 143.96          |
| 05/10/2026 | BEISSWENGERS HARDWARE-cc       | #2025 BOLTS   | 10.35           |
| 05/10/2026 | BEISSWENGERS HARDWARE-cc       | CLEANING WELL 5   | 9.98            |
| 05/10/2026 | BEISSWENGERS HARDWARE-cc       | CLEANING WELL 5   | 19.96           |
| 05/10/2026 | BEISSWENGERS HARDWARE-cc       | HARDWARE FOR LIFT STATION 8                                 | 34.98           |
| 05/10/2026 | BEISSWENGERS HARDWARE-cc       | FLOOR SQUEEGEE BLADE  | 3.35            |
| 05/10/2026 | BEISSWENGERS HARDWARE-cc       | FLOOR SQUEEGEE BLADE  | 39.98           |
| 05/10/2026 | BEISSWENGERS HARDWARE-cc       | MAILBOX HARDWARE  | 12.49           |
| 05/10/2026 | BEISSWENGERS HARDWARE-cc       | NBCC FUSES  | 10.39           |
| 05/10/2026 | BEISSWENGERS HARDWARE-cc       | WALL ANCHORS  | 14.84           |
| 05/10/2026 | BEISSWENGERS HARDWARE-cc       | WALL ANCHORS  | 1.24            |
| 05/10/2026 | BEISSWENGERS HARDWARE-cc       | FUSES   | 19.18           |
| 05/10/2026 | BEISSWENGERS HARDWARE-cc       | FUSES   | 1.61            |
| 05/10/2026 | BEISSWENGERS HARDWARE-cc       | PARTS TO FIX BROKEN OUTLET @ HANSEN EAST                    | 41.00           |
| 05/10/2026 | BEISSWENGERS HARDWARE-cc       | NEW RELIEF VALVE FOR WATER HEATER @ FREEDOM                 | 24.58           |
| 05/10/2026 | BEISSWENGERS HARDWARE-cc       | ROPE TO TIE OFF FOUNTAIN @ VETS/INNSBRUCK                   | 45.97           |
| 05/10/2026 | BEISSWENGERS HARDWARE-cc       | LONG DRILL BITS FOR INSTALLING BOARDS ON NBCC BRIDGE        | 37.98           |
| 05/10/2026 | BEISSWENGERS HARDWARE-cc       | SUPPLIES FOR IRRIGATING THE TREES IN GRAVEL BED             | 121.97          |
| 05/10/2026 | BEISSWENGERS HARDWARE-cc       | GYP SUM FOR GRAVEL BED                                      | 16.99           |
| 05/10/2026 | BEISSWENGERS HARDWARE-cc       | CLEANING SUPPLIES FOR RIFLES                                | 9.57            |
|            |                                |   | <u>9.57</u>     |

VI\_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

| Check Date | Payee                           | Description  | Amount         |
|------------|---------------------------------|--|----------------|
|            |                                 |  | 711.51         |
| 05/10/2026 | BEST WESTERN KELLY INN - CC     | B. KREBSBACH HOTEL FOR MCPA ST. CLOUD CONFERENCE 4/13-4/16 2026  | 509.63         |
| 05/10/2026 | BEST WESTERN KELLY INN - CC     | E. SYPNIEWSKI HOTEL FOR MCPA ST. CLOUD CONFERENCE 4/14-4/16 2026 | 320.92         |
| 05/10/2026 | BEST WESTERN KELLY INN - CC     | T. PAETZNICK HOTEL FOR MCPA ST. CLOUD CONFERENCE 4/13-4/16 2026  | 481.38         |
| 05/10/2026 | BEST WESTERN KELLY INN - CC     | T. HAMDORF HOTEL FOR MCPA ST. CLOUD CONFERENCE 4/13-4/16 2026    | 481.38         |
|            |                                 |  | <hr/> 1,793.31 |
| 05/10/2026 | BOSS CAFE - CC                  | JF MEAL - SPORTS ETA CONFERENCE                                  | 27.29          |
| 05/10/2026 | BS&A - CC                       | BS&A ENGAGE CONFERENCE 10/5-10/8/26 JZ                           | 750.00         |
| 05/10/2026 | C TAILOR AND BRIDAL ALTERATIONS | EAGLES NEST REPAIR   | 57.20          |
| 05/10/2026 | C TAILOR AND BRIDAL ALTERATIONS | EAGLES NEST REPAIR   | 4.79           |
|            |                                 |  | <hr/> 61.99    |
| 05/10/2026 | CARHARTT RETAIL - CC            | PANTS - E. VOLK  | 50.99          |
| 05/10/2026 | CARHARTT RETAIL - CC            | PANTS- E. VOLK   | 102.50         |
|            |                                 |  | <hr/> 153.49   |
| 05/10/2026 | CDW GOVERNMENT-cc               | THINKPAD DOCKS   | 1,296.12       |
| 05/10/2026 | CDW GOVERNMENT-cc               | LENOVO PENS  | 79.88          |
| 05/10/2026 | CDW GOVERNMENT-cc               | THINKPAD PROTECTIVE CASE COVER                                   | 39.94          |
| 05/10/2026 | CDW GOVERNMENT-cc               | LENOVO 65W USB-C CAR TRAVEL ADAPTER                              | 248.16         |
| 05/10/2026 | CDW GOVERNMENT-cc               | CITY FORESTER IPAD REPLACEMENT                                   | 581.21         |
| 05/10/2026 | CDW GOVERNMENT-cc               | ADDITIONAL ADOBE ACROBAT LICENSES                                | 128.08         |
|            |                                 |  | <hr/> 2,373.39 |
| 05/10/2026 | CENTURYLINK - CC                | PHONE SERVICE  | 261.40         |
| 05/10/2026 | CENTURYLINK - CC                | INTERNET SERVICE   | 801.19         |
| 05/10/2026 | CENTURYLINK - CC                | PHONE SERVICE  | 65.35          |
| 05/10/2026 | CENTURYLINK - CC                | PHONE SERVICE  | 70.57          |
| 05/10/2026 | CENTURYLINK - CC                | PHONE SERVICE  | 196.05         |
| 05/10/2026 | CENTURYLINK - CC                | PHONE SERVICE  | 141.14         |
| 05/10/2026 | CENTURYLINK - CC                | PHONE SERVICE  | 193.98         |
| 05/10/2026 | CENTURYLINK - CC                | PHONE SERVICE  | 64.66          |
| 05/10/2026 | CENTURYLINK - CC                | PHONE SERVICE  | 452.62         |
| 05/10/2026 | CENTURYLINK - CC                | PHONE SERVICE  | 64.66          |
|            |                                 |  | <hr/> 2,311.62 |
| 05/10/2026 | CERES ENVIRONMENTAL - CC        | MULCH FOR CITY HALL  | 1,620.00       |
| 05/10/2026 | CEU PLAN - CC                   | TRAINING FOR LICENSES  | 130.00         |
| 05/10/2026 | CHAMPLIN ATHLETIC - CC          | SOFTBALLS FOR LEAGUE   | 352.80         |
| 05/10/2026 | CINNABON - CC                   | JF MEAL - SPORTS ETA CONFERENCE                                  | 15.58          |
| 05/10/2026 | CINTAS - CC                     | MAT CLEANING SERVICE   | 452.80         |
| 05/10/2026 | CINTAS - CC                     | NBCC MAT CLEANING  | 574.64         |
|            |                                 |  | <hr/> 1,027.44 |
| 05/10/2026 | COMCAST CABLE-cc                | CABLE TV   | 150.08         |
| 05/10/2026 | COMCAST CABLE-cc                | INTERNET SERVICE   | 130.66         |
| 05/10/2026 | COMCAST CABLE-cc                | INTERNET SERVICE   | 120.24         |
| 05/10/2026 | COMCAST CABLE-cc                | PHONE SERVICE  | 106.76         |
| 05/10/2026 | COMCAST CABLE-cc                | PHONE SERVICE  | 85.34          |
| 05/10/2026 | COMCAST CABLE-cc                | PHONE SERVICE  | 85.34          |
| 05/10/2026 | COMCAST CABLE-cc                | INTERNET SERVICE   | 130.66         |
| 05/10/2026 | COMCAST CABLE-cc                | PHONE SERVICE  | 172.66         |
| 05/10/2026 | COMCAST CABLE-cc                | INTERNET SERVICE   | 180.98         |

VI\_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

| Check Date | Payee                               | Description  | Amount          |
|------------|-------------------------------------|--|-----------------|
| 05/10/2026 | COMCAST CABLE-cc                    | NBCC FITNESS CENTER MONTHLY CABLE                        | 130.70          |
|            |                                     |  | <u>1,293.42</u> |
| 05/10/2026 | CONSTANT CONTACT - CC               | P&R - APRIL MONTHLY EBLAST SUBSCRIPTION                  | 175.00          |
| 05/10/2026 | COREMARK METALS - CC                | THREADED ROD FOR NBCC BRIDGE                             | 28.37           |
| 05/10/2026 | COSTCO WHOLESALE-CC                 | NBCC RESALE ITEMS, WELLBEING COMMITTEE FRUIT             | 96.73           |
| 05/10/2026 | COSTCO WHOLESALE-CC                 | NBCC RESALE ITEMS, WELLBEING COMMITTEE FRUIT             | 100.64          |
| 05/10/2026 | COSTCO WHOLESALE-CC                 | NBCC RESALE ITEMS, WELLBEING COMMITTEE FRUIT             | 1.80            |
| 05/10/2026 | COSTCO WHOLESALE-CC                 | PAPER PRODUCTS FOR PUBLIC SAFETY KITCHEN                 | 34.98           |
| 05/10/2026 | COSTCO WHOLESALE-CC                 | PAPER PRODUCTS FOR PUBLIC SAFETY KITCHEN                 | 126.42          |
| 05/10/2026 | COSTCO WHOLESALE-CC                 | PAPER PRODUCTS FOR PUBLIC SAFETY KITCHEN                 | 75.99           |
| 05/10/2026 | COSTCO WHOLESALE-CC                 | PAPER PRODUCTS FOR PUBLIC SAFETY KITCHEN                 | 16.07           |
| 05/10/2026 | COSTCO WHOLESALE-CC                 | PAPER PRODUCTS FOR PUBLIC SAFETY KITCHEN                 | 0.50            |
| 05/10/2026 | COSTCO WHOLESALE-CC                 | CANDY, POP, H2O - RESALE AT THE GOLF COURSE              | 318.88          |
| 05/10/2026 | COSTCO WHOLESALE-CC                 | ANNUAL COSTCO MEMBERSHIP RENEWAL                         | 185.71          |
| 05/10/2026 | COSTCO WHOLESALE-CC                 | ANNUAL COSTCO MEMBERSHIP RENEWAL                         | 46.43           |
| 05/10/2026 | COSTCO WHOLESALE-CC                 | ANNUAL COSTCO MEMBERSHIP RENEWAL                         | 46.43           |
| 05/10/2026 | COSTCO WHOLESALE-CC                 | ANNUAL COSTCO MEMBERSHIP RENEWAL                         | 46.43           |
|            |                                     |  | <u>1,097.01</u> |
| 05/10/2026 | CUB FOODS-cc                        | POP FOR RESALE AT THE GOLF COURSE                        | 27.16           |
| 05/10/2026 | CUB FOODS-cc                        | POP FOR RESALE AT THE GOLF COURSE                        | 2.28            |
| 05/10/2026 | CUB FOODS-cc                        | SENIOR LEAGUE DONUTS                                     | 77.94           |
| 05/10/2026 | CUB FOODS-cc                        | DONUTS FOR COFFEE WITH A COP                             | 23.96           |
| 05/10/2026 | CUB FOODS-cc                        | WATERS FOR RAMSEY COUNTY TRAFFIC SAFETY DWI SATURATION   | 14.95           |
| 05/10/2026 | CUB FOODS-cc                        | BOOK CLUB TREATS   | 14.91           |
| 05/10/2026 | CUB FOODS-cc                        | BINGO & BREAKFAST DONUTS                                 | 130.98          |
| 05/10/2026 | CUB FOODS-cc                        | DISTILLED WATER FOR GOLF COURSE                          | 13.90           |
|            |                                     |  | <u>306.08</u>   |
| 05/10/2026 | CURB LV TAXI DELUXE ASTORIA         | LASERFICHE TRAINING - TAXI TO AIRPORT                    | 30.41           |
| 05/10/2026 | DAVIS LOCK & SAFE - CC              | CLUBHOUSE KEYS   | 52.26           |
| 05/10/2026 | DELTA AIR-cc                        | AIRFARE FOR T. XIONG NAPOA CONFERENCE IN LA 8/2-8/6/2026 | 616.80          |
| 05/10/2026 | DEPARTMENT OF LABOR AND INDUSTRY-cc | APRIL 2026 SURCHARGE                                     | 1,421.89        |
| 05/10/2026 | DEPARTMENT OF LABOR AND INDUSTRY-cc | APRIL 2026 SURCHARGE                                     | (28.44)         |
| 05/10/2026 | DEPARTMENT OF LABOR AND INDUSTRY-cc | APRIL 2026 SURCHARGE                                     | (19.20)         |
|            |                                     |  | <u>1,374.25</u> |
| 05/10/2026 | DEPARTMENT OF LABOR AND INDUSTRY-cc | NS SPECIAL ENGINER LICENSE RENEWAL                       | 20.00           |
| 05/10/2026 | DESERT CAB - CC                     | LASERFICHE CONF TAXI AIRPORT TO HOTEL JZ                 | 29.34           |
| 05/10/2026 | DESI CHOWRASTHA                     | LASERFICHE TRAINING - DINNER                             | 24.91           |
| 05/10/2026 | DESI CHOWRASTHA                     | LASERFICHE TRAINING - DINNER                             | 6.50            |
|            |                                     |  | <u>31.41</u>    |
| 05/10/2026 | DIRTROAD APP - CC                   | NBPR EV CHARGE - VEHICLE 2206 MEMBERSHIP COST            | 5.39            |
| 05/10/2026 | DIRTROAD APP - CC                   | NBPR EV CHARGE - VEHICLE 2206 MEMBERSHIP COST            | 3.00            |
| 05/10/2026 | DIRTROAD APP - CC                   | NBPR EV CHARGE - VEHICLE 2206 MEMBERSHIP COST            | 5.35            |
| 05/10/2026 | DIRTROAD APP - CC                   | NBPR EV CHARGE - VEHICLE 2206 MEMBERSHIP COST            | 4.96            |
| 05/10/2026 | DIRTROAD APP - CC                   | NBPR EV CHARGE - VEHICLE 2206 MEMBERSHIP COST            | 6.63            |
| 05/10/2026 | DIRTROAD APP - CC                   | NBPR ELECTRIC VEHICLE CHARGE - VEHICLE 2506              | 3.00            |
| 05/10/2026 | DIRTROAD APP - CC                   | NBPR ELECTRIC VEHICLE CHARGE - VEHICLE 2506              | 4.61            |
|            |                                     |  | <u>32.94</u>    |
| 05/10/2026 | DIRTROAD APP - CC                   | ELECTRIC VEHICLE CHARGING FOR CODE INSPECTOR             | 3.00            |
| 05/10/2026 | DIRTROAD APP - CC                   | ELECTRIC VEHICLE CHARGING FOR CODE INSPECTOR             | 4.96            |
| 05/10/2026 | DIRTROAD APP - CC                   | ELECTRIC VEHICLE CHARGING FOR CODE INSPECTOR             | 4.87            |
| 05/10/2026 | DIRTROAD APP - CC                   | CITY ELECTRIC VEHICLE CHARGING                           | 5.83            |

VI\_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

| Check Date | Payee                               | Description  | Amount          |
|------------|-------------------------------------|--|-----------------|
| 05/10/2026 | DIRTROAD APP - CC                   | ELECTRIC VEHICLE MONTHLY MEMBERSHIP  | 3.00            |
| 05/10/2026 | DIRTROAD APP - CC                   | ELECTRIC VEHICLE CHARGER CITY INSPECTOR  | 4.48            |
| 05/10/2026 | DIRTROAD APP - CC                   | ELECTRIC VEHICLE CHARGER CITY INSPECTOR  | 5.50            |
| 05/10/2026 | DIRTROAD APP - CC                   | ELECTRIC VEHICLE CHARGER CITY INSPECTOR  | 3.00            |
|            |                                     |  | <u>34.64</u>    |
| 05/10/2026 | DULUTH TRADING COMPANY - CC         | PANTS- MICKEY  | 164.00          |
| 05/10/2026 | ELECTRO WATCHMAN INC-cc             | NBCC WEST HALLWAY DOOR WORK - DISCONNECT MAGNET                                | 235.00          |
| 05/10/2026 | EVERYTHING BRANDED USA INC - CC     | SAFETY FAIR LIONS SAFETY GLASSES   | 756.60          |
| 05/10/2026 | FACEBOOK - CC                       | KIDS DANCE, NATIONAL NIGHT OUT MARKETING                                       | 12.40           |
| 05/10/2026 | FACEBOOK - CC                       | TOTS AND TIRES MARKETING   | 7.09            |
| 05/10/2026 | FACEBOOK - CC                       | TOTS AND TIRES MARKETING   | 18.60           |
| 05/10/2026 | FACEBOOK - CC                       | TOTS AND TIRES MARKETING   | 18.61           |
| 05/10/2026 | FACEBOOK - CC                       | TOTS AND TIRES MARKETING   | 46.00           |
| 05/10/2026 | FACEBOOK - CC                       | TOTS AND TIRES MARKETING   | 13.22           |
|            |                                     |  | <u>115.92</u>   |
| 05/10/2026 | Fastenal-cc                         | HARDWARE SHOP STOCK  | 205.98          |
| 05/10/2026 | FEDEX-cc                            | #1609 BACKUP CAMERA RETURN SHIPPING CHARGE                                     | 26.24           |
| 05/10/2026 | FEDEX-cc                            | SHIPPING FOR RETURN OF WRONG SIZE PELICAN FOR SQUADS                           | 187.38          |
|            |                                     |  | <u>213.62</u>   |
| 05/10/2026 | FIELD TRIP ADVENTURES - CC          | MN FIELD TRIP MEMBERSHIP   | 495.00          |
| 05/10/2026 | FIELD TRIP ADVENTURES - CC          | MN FIELD TRIP MEMBERSHIP   | 1,000.00        |
|            |                                     |  | <u>1,495.00</u> |
| 05/10/2026 | FINANCE & COMMERCE, INC - CC        | PROJECT 26-1 BID ADVERTISEMENT   | 253.00          |
| 05/10/2026 | FIRSTNET / AT&T - CC                | PUBLIC SAFETY PHONE BILL MARCH 2026  | 3,128.13        |
| 05/10/2026 | FIRSTNET / AT&T - CC                | CELLULAR SERVICE   | 3,383.19        |
| 05/10/2026 | FIRSTNET / AT&T - CC                | CELLULAR SERVICE   | 18.67           |
|            |                                     |  | <u>6,529.99</u> |
| 05/10/2026 | FLOUR & BARLEY - CC                 | JF MEAL - SPORTS ETA CONFERENCE  | 48.10           |
| 05/10/2026 | FRA-DOR BLACK DIRT & RECYC -CC      | BLACK DIRT FOR SHOP  | 227.59          |
| 05/10/2026 | FS.COM INC - CC                     | MULTIMODE SFP MODULES  | 150.00          |
| 05/10/2026 | FULL SLATE - CC                     | 2026 MAY APPOINTMENT SCHEDULER SUBSCRIPTION                                    | 51.95           |
| 05/10/2026 | GALLS-cc                            | T. XIONG PANTS AND SHIRT   | 643.00          |
| 05/10/2026 | GIFTOGRAM - CC                      | APRIL 2026 ANNIVERARIES  | 60.00           |
| 05/10/2026 | GLOBAL INDUSTRIAL - CC              | MAILBOXES ON OAKWOOD   | 71.17           |
| 05/10/2026 | GLOBAL INDUSTRIAL - CC              | MAILBOXES ON OAKWOOD   | 849.80          |
|            |                                     |  | <u>920.97</u>   |
| 05/10/2026 | GRAFIX SHOPPE-cc                    | REFLECTIVE KIT FOR #2611   | 905.00          |
| 05/10/2026 | Grainger-cc                         | MANHOLE CAGE   | 318.55          |
| 05/10/2026 | HACH COMPANY-cc                     | WATER TESTING EQUIPMENT  | 249.60          |
| 05/10/2026 | HARDIGG INDUSTRIES, LLC - CC        | PELICAN CASES FOR SMOKE CANISTERS FOR SQUADS FOR EMERGENCY OFFICER CONCEALMENT | 903.84          |
| 05/10/2026 | HARRAHS -cc                         | JF LODGING - SPORTS ETA CONFERENCE   | 844.69          |
| 05/10/2026 | HERITAGE LANDSCAPE SUPPLY GROU - CC | NEW BALL VALVE FOR HANSEN EAST IRRIGATION                                      | 306.40          |
| 05/10/2026 | HERITAGE LANDSCAPE SUPPLY GROU - CC | HERBICIDES TO SPRAY WEEDS  | 396.30          |
|            |                                     |  | <u>702.70</u>   |
| 05/10/2026 | HOLIDAY STATIONSTORE - CC           | UNLEADED PREMIUM GAS   | 101.51          |
| 05/10/2026 | HOLMES REPAIR LLC - CC              | SCBA FILL COMPRESSOR SERVICE   | 1,456.75        |
| 05/10/2026 | HULU - CC                           | TV SERVICE FOR PSC   | 113.77          |
| 05/10/2026 | Innovative Office Solutions-cc      | PENS, PAPERCLIPS, COPY PAPER   | 52.90           |
| 05/10/2026 | Innovative Office Solutions-cc      | GENERAL OFFICE SUPPLIES  | 133.91          |
| 05/10/2026 | Innovative Office Solutions-cc      | COPY PAPER FOR THE LICENSE BUREAU & CITY HALL                                  | 314.34          |

VI\_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

| Check Date | Payee                              | Description   | Amount   |
|------------|------------------------------------|---|----------|
| 05/10/2026 | Innovative Office Solutions-cc     | LARGE PAPER CLIPS   | 51.75    |
| 05/10/2026 | Innovative Office Solutions-cc     | COPY PAPER FOR LICENSE BUREAU & CITY HALL                             | 283.60   |
| 05/10/2026 | Innovative Office Solutions-cc     | RESTROM SUPPLIES  | 908.25   |
| 05/10/2026 | Innovative Office Solutions-cc     | HAND SANITIZER  | 206.34   |
| 05/10/2026 | Innovative Office Solutions-cc     | RESTROOM SUPPLIES   | 733.87   |
| 05/10/2026 | Innovative Office Solutions-cc     | HAND SOAP   | 67.64    |
| 05/10/2026 | Innovative Office Solutions-cc     | MAINTENANCE FACILITY FLOOR CLEANER                                    | 105.76   |
| 05/10/2026 | Innovative Office Solutions-cc     | CITY HALL - TOILET PAPER  | 148.78   |
| 05/10/2026 | Innovative Office Solutions-cc     | PUBLIC SAFETY TOILET PAPER  | 73.39    |
| 05/10/2026 | Innovative Office Solutions-cc     | NBCC GYM WIPE DISPENSER   | 10.00    |
|            |                                    |   | <hr/>    |
|            |                                    |   | 3,090.53 |
| 05/10/2026 | KLINE AUTOWORLD - CC               | #2206 KEY/ PROGRAMMING  | 462.04   |
| 05/10/2026 | KODEX, INC - CC                    | LEGAL PROCESS FEE SEARCH WARRANT 26500022                             | 245.00   |
| 05/10/2026 | LEAGUE OF MN CITIES - CC           | 2026 SAFETY & LOSS CONTROL WORKSHOP - HAYS                            | 20.00    |
| 05/10/2026 | LENOVO - CC                        | AC ADAPTER  | 149.97   |
| 05/10/2026 | LENOVO - CC                        | THINKPAD X12 DETACHABLE CASE  | 89.98    |
| 05/10/2026 | LENOVO - CC                        | THINKPAD X12 DETACHABLE CASE  | 7.54     |
|            |                                    |   | <hr/>    |
|            |                                    |   | 247.49   |
| 05/10/2026 | LINQ POOL BAR - CC                 | JF MEAL - SPORTS ETA CONFERENCE                                       | 46.08    |
| 05/10/2026 | LITTLE CAESARS - CC                | PARENTS NIGHT OUT PIZZA   | 64.19    |
| 05/10/2026 | Loffler Companies, Inc-cc          | P&R - APRIL 2026 COPIER CHARGES                                       | 84.72    |
| 05/10/2026 | LOTUS OF SIAM - CC                 | JF MEAL - SPORTS ETA CONFERENCE                                       | 25.68    |
| 05/10/2026 | LYFT - CC                          | JF TRANSPORTATION - SPORTS ETA CONFERENCE                             | 34.47    |
| 05/10/2026 | LYFT - CC                          | JF TRASNPORATION - SPORTS ETA CONFERENCE                              | 39.53    |
|            |                                    |   | <hr/>    |
|            |                                    |   | 74.00    |
| 05/10/2026 | MACS PLACE - CC                    | LUNCH AT GENETEC CONFERENCE 4/27 CHARLESTON SC                        | 17.87    |
| 05/10/2026 | MACS PLACE - CC                    | DIGITAL EVIDENCE MANAGEMENT CONFERENCE LUNCH 4/27                     | 17.87    |
| 05/10/2026 | MANDALAY BAY - NOODLE SHOP         | LASERFICHE TRAINING - DINNER  | 29.13    |
| 05/10/2026 | MARCO'S PIZZA - CC                 | LUNCH FOR FAITH COMMUNITY PARTNERSHIP                                 | 139.16   |
| 05/10/2026 | MARIE RIDGEWAY & ASSOC - CC        | THERAPY RETAINER AND MANDATORY CHECK IN                               | 740.00   |
| 05/10/2026 | MARRIOTT HOTELS - CC               | HOTEL - LMC ANNUAL CONF MAYOR   | 1,826.52 |
| 05/10/2026 | MASTER ELECTRIC COMPANY - CC       | NBCC ELECTRICAL STUDY   | 8,400.00 |
| 05/10/2026 | MCDONALDS - CC                     | LASERFICHE TRAINING - LUNCH   | 11.37    |
| 05/10/2026 | MCPA LEGAL ASSISTANCE PROGRAM - CC | MN CHIEF OF POLICE ASSOCIATION LEGAL DEFENSE                          | 150.00   |
| 05/10/2026 | Menards-cc                         | PAINT FOR STENCIL/ STORM SEWER  | 19.96    |
| 05/10/2026 | Menards-cc                         | PVC COUPLERS FOR RICE CREEK WATERSHED LIFT STATION @ HANSEN (DAMAGED) | 4.45     |
| 05/10/2026 | Menards-cc                         | PVC COUPLERS FOR RICE CREEK WATERSHED LIFT STATION @ HANSEN (DAMAGED) | 0.36     |
| 05/10/2026 | Menards-cc                         | EPOXY FOR NBCC BRIDGE   | 22.99    |
| 05/10/2026 | Menards-cc                         | EPOXY FOR NBCC BRIDGE   | 1.87     |
| 05/10/2026 | Menards-cc                         | NBCC SUPPLIES - LIQUID NAILS  | 12.45    |
| 05/10/2026 | Menards-cc                         | WOOD FOR SHELTER ROOFS & TEE MARKERS                                  | 311.05   |
| 05/10/2026 | Menards-cc                         | MISC PAINT FOR TEE MARKERS  | 83.56    |
|            |                                    |   | <hr/>    |
|            |                                    |   | 456.69   |
| 05/10/2026 | MID-STATES ORGANIZED CRIM-cc       | M. DEBOER MOCIC ANNUAL CONFERENCE BRANSON MO SEPTEMBER 1-3 2026       | 225.00   |
| 05/10/2026 | MIDC ENTERPRISES - CC              | NEW IRRIGATION CLOCKS/COMTROLLERS FOR FREEDOM & DRIFTWOOD             | 530.90   |
| 05/10/2026 | MIDWAY FORD - CC                   | #2410 BRAKES  | 254.00   |
| 05/10/2026 | MIDWAY FORD - CC                   | #2410 PADS/ROTORS   | 250.10   |
| 05/10/2026 | MIDWAY FORD - CC                   | #20071 TIRE SENSOR  | 101.18   |
| 05/10/2026 | MIDWAY FORD - CC                   | #1805 DOOR PANEL  | 678.00   |
| 05/10/2026 | MIDWAY FORD - CC                   | #2409 BATTERY   | 175.96   |
|            |                                    |   | <hr/>    |
|            |                                    |   | 1,459.24 |

VI\_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

| Check Date | Payee                                      | Description  | Amount          |
|------------|--|--|-----------------|
| 05/10/2026 | MINNEAPOLIS COMMERICAL MOWER & WELDING - C | NEW BLOWER FOR GOLF COURSE                           | 1,299.29        |
| 05/10/2026 | MINNEAPOLIS COMMERICAL MOWER & WELDING - C | NEW BLOWER FOR GOLF COURSE                           | (83.58)         |
|            |  |  | <u>1,215.71</u> |
| 05/10/2026 | MINNESOTA EQUIPMENT-cc                     | POLE SAWS & CULTIVATOR                               | 1,283.97        |
| 05/10/2026 | MN LEAP - CC                               | E. NUNDAHL MN-LEAP TRAINING JUNE 9 2026              | 75.00           |
| 05/10/2026 | MN LEAP - CC                               | J. MINWEGEN MN-LEAP TRAINING JUNE 9 2026             | 75.00           |
| 05/10/2026 | MN LEAP - CC                               | G. KRAHN MN-LEAP TRAINING JUNE 9 2026                | 75.00           |
|            |  |  | <u>225.00</u>   |
| 05/10/2026 | MN POLLUTION CONTROL AGENCY-CC             | RENEWAL FOR SD LICENSE                               | 23.49           |
| 05/10/2026 | MN RURAL WATER ASSOC-CC                    | MRWA MEMBERSHIP JUNE 2026-MAY 2027                   | 425.00          |
| 05/10/2026 | MN STATE COMM & TECH COLLEGE - CC          | A. BARTE FIRE INVESTIGATION TRAINING FEB. 21-22 2026 | 175.00          |
| 05/10/2026 | MOUNDS VIEW PUBLIC SCHOOL-cc               | VOLLEYBALL LEAGUE FACILITY FEES                      | 157.50          |
| 05/10/2026 | MOUNDS VIEW PUBLIC SCHOOL-cc               | VOLLEYBALL LEAGUE FACILITY FEES                      | 474.00          |
| 05/10/2026 | MOUNDS VIEW PUBLIC SCHOOL-cc               | SWIM FACILITY FEES                                   | 616.00          |
| 05/10/2026 | MOUNDS VIEW PUBLIC SCHOOL-cc               | VOLLEYBALL FACILITY FEES                             | 578.50          |
| 05/10/2026 | MOUNDS VIEW PUBLIC SCHOOL-cc               | SWIM FACILITY FEES                                   | 611.00          |
| 05/10/2026 | MOUNDS VIEW PUBLIC SCHOOL-cc               | SWIM LESSON FACILITY FEE                             | 630.00          |
| 05/10/2026 | MOUNDS VIEW PUBLIC SCHOOL-cc               | VOLLEYBALL LEAGUE FACILITY FEES                      | 125.00          |
| 05/10/2026 | MOUNDS VIEW PUBLIC SCHOOL-cc               | GYMNASTIC FACILITY RESERVATION FEES                  | 164.50          |
| 05/10/2026 | MOUNDS VIEW PUBLIC SCHOOL-cc               | GYMNASTIC FACILITY RESERVATIONS                      | 1,997.50        |
|            |  |  | <u>5,354.00</u> |
| 05/10/2026 | MTI-cc                                     | FUEL TAPPER GOLF COURSE                              | 66.56           |
| 05/10/2026 | NAPA AUTO PARTS - CC                       | THREAD LOCKER SHOP SUPPLIES                          | 24.99           |
| 05/10/2026 | NAPA AUTO PARTS - CC                       | THREAD LOCKER SHOP SUPPLIES                          | 1.72            |
| 05/10/2026 | NAPA AUTO PARTS - CC                       | #895 RADIATOR CAP                                    | 6.32            |
|            |  |  | <u>33.03</u>    |
| 05/10/2026 | NATHANS FAMOUS - CC                        | DINNER LASERFICHE CONFERECE JZ                       | 12.40           |
| 05/10/2026 | NORDEAST COFFEE COMPANY, INC - CC          | PUBLIC SAFETY COFFEE AND FILTER CHANGE APRIL 2026    | 579.80          |
| 05/10/2026 | NORDEAST COFFEE COMPANY, INC - CC          | NBCC COFFEE SUPPLIES                                 | 268.30          |
| 05/10/2026 | NORDEAST COFFEE COMPANY, INC - CC          | NBCC COFFEE SUPPLIES                                 | 125.00          |
|            |  |  | <u>973.10</u>   |
| 05/10/2026 | NORM'S TIRE SALES -CC                      | #2422 TIRES  | 738.20          |
| 05/10/2026 | NORM'S TIRE SALES -CC                      | #2025 TIRES  | 281.92          |
|            |  |  | <u>1,020.12</u> |
| 05/10/2026 | NORTHWEST LANDSCAPE - CC                   | 25-1 IRRIGATION REPAIRS                              | 40.87           |
| 05/10/2026 | NYFS - CC                                  | ACCIDENTAL PERSONAL PURCHASE TO BE REIMBURSED        | 150.00          |
| 05/10/2026 | ON SITE SANITATION - CC                    | PORTA POTTIES  | 382.47          |
| 05/10/2026 | ON SITE SANITATION - CC                    | PORTA POTTIES  | 1,363.00        |
| 05/10/2026 | ON SITE SANITATION - CC                    | PORTA POTTIES  | 146.00          |
|            |  |  | <u>1,891.47</u> |
| 05/10/2026 | Orkin -cc                                  | PEST CONTROL   | 136.27          |
| 05/10/2026 | Orkin -cc                                  | PEST CONTROL- PW APRIL 2026                          | 168.30          |
| 05/10/2026 | Orkin -cc                                  | APRIL PEST CONTROL - FREEDOM                         | 94.91           |
| 05/10/2026 | Orkin -cc                                  | BRIGHTWOOD HILLS - MAY 2026 PEST CONTROL             | 115.52          |
| 05/10/2026 | Orkin -cc                                  | NBCC PEST CONTROL                                    | 160.84          |
|            |  |  | <u>539.57</u>   |
| 05/10/2026 | OXYGEN SERVICE COMPANY -cc                 | WELDING SUPPLIES TO FIX SOCCOR GOALS                 | 154.87          |
| 05/10/2026 | PANTHER RV PRODUCTS - CC                   | AWNING BRACKETS HAZMAT TRAILER                       | 60.89           |
| 05/10/2026 | PARK MSP - CC                              | JF AIRPORT PARKING - SPORTS ETA CONFERENCE           | 124.80          |
| 05/10/2026 | PARKING METER ST PAUL - CC                 | JF PARKING - MRPA DAY ON THE HILL                    | 6.94            |

VI\_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

| Check Date | Payee  | Description  | Amount          |
|------------|--|--|-----------------|
| 05/10/2026 | PET CENTRAL ANIMAL HOSPITAL - CC               | ANIMAL BOARDING FEES MARCH AND APRIL 2026            | 569.20          |
| 05/10/2026 | PET CENTRAL ANIMAL HOSPITAL - CC               | FOUND ANIMAL BOARDING FEES APRIL AND MAY 2026        | 1,435.79        |
|            |  |  | <u>2,004.99</u> |
| 05/10/2026 | PIONEER ATHLETICS - CC                         | FIELD SUPPLIES BASES/ MOUNDS/NETS                    | 6,143.92        |
| 05/10/2026 | PIONEER PRESS-CC                               | LEGALS 2/09/26 TO 02/28/26                           | 107.93          |
| 05/10/2026 | PIONEER PRESS-CC                               | LEGALS 2/09/26 TO 02/28/26                           | 106.59          |
| 05/10/2026 | PIONEER PRESS-CC                               | LEGALS 2/09/26 TO 02/28/26                           | 33.34           |
| 05/10/2026 | PIONEER PRESS-CC                               | LEGALS 2/09/26 TO 02/28/26                           | 41.99           |
| 05/10/2026 | PIONEER PRESS-CC                               | LEGALS 2/09/26 TO 02/28/26                           | 20.05           |
| 05/10/2026 | PIONEER PRESS-CC                               | LEGALS 2/09/26 TO 02/28/26                           | 22.04           |
| 05/10/2026 | PIONEER PRESS-CC                               | CITY OF NEW BRIGHTON LEGALS                          | 109.06          |
| 05/10/2026 | PIONEER PRESS-CC                               | CITY OF NEW BRIGHTON LEGALS                          | 40.66           |
| 05/10/2026 | PIONEER PRESS-CC                               | CITY OF NEW BRIGHTON LEGALS                          | 34.67           |
| 05/10/2026 | PIONEER PRESS-CC                               | CITY OF NEW BRIGHTON LEGALS                          | 44.65           |
| 05/10/2026 | PIONEER PRESS-CC                               | CITY OF NEW BRIGHTON LEGALS                          | 162.62          |
| 05/10/2026 | PIONEER PRESS-CC                               | CITY OF NEW BRIGHTON LEGALS                          | 21.38           |
| 05/10/2026 | PIONEER PRESS-CC                               | CITY OF NEW BRIGHTON LEGALS                          | 22.04           |
| 05/10/2026 | PIONEER PRESS-CC                               | CITY OF NEW BRIGHTON LEGALS                          | 19.38           |
| 05/10/2026 | PIONEER PRESS-CC                               | CITY OF NEW BRIGHTON LEGALS                          | 18.52           |
| 05/10/2026 | PIONEER PRESS-CC                               | CITY OF NEW BRIGHTON LEGALS                          | 13.40           |
| 05/10/2026 | PIONEER PRESS-CC                               | CITY OF NEW BRIGHTON LEGALS                          | 47.31           |
| 05/10/2026 | PIONEER PRESS-CC                               | CITY OF NEW BRIGHTON LEGALS                          | 30.69           |
| 05/10/2026 | PIONEER PRESS-CC                               | CITY OF NEW BRIGHTON LEGALS                          | 83.98           |
| 05/10/2026 | PIONEER PRESS-CC                               | CITY OF NEW BRIGHTON LEGALS                          | 148.38          |
|            |  |  | <u>1,128.68</u> |
| 05/10/2026 | PITNEY BOWES-CC                                | SENDPRO P1500 METER RENTAL 01/14/26-04/13/26         | 240.12          |
| 05/10/2026 | PIZZACAKE - CC                                 | JF MEAL - SPORTS ETA CONFERENCE                      | 30.63           |
| 05/10/2026 | PIZZACAKE - CC                                 | JF MEAL - SPORTS ETA CONFERENCE                      | 30.63           |
| 05/10/2026 | PLAISTED COMPANIES INC - CC                    | BLACK DIRT FOR SOD REPAIR                            | 1,195.11        |
| 05/10/2026 | PRECISE - CC                                   | PRECISE SUBSCRIPTION FLEET MANAGEMENT                | 240.00          |
| 05/10/2026 | RADISSON HOTEL - CC                            | HOTEL FOR C. AMBERG SWAT CONFERENCE DULUTH 4/18/2026 | 170.42          |
| 05/10/2026 | RED RIVER FLAGS - CC                           | NEW FLAGS UNITED STATES & MN FLAG                    | 680.80          |
| 05/10/2026 | REFLECT WINDOW & DOOR - CC                     | WINDOW HARDWARE REPLACEMENT PARTS                    | 386.71          |
| 05/10/2026 | REPUBLIC SERVICES - CC                         | REPUBLIC SERVICES APRIL 2026                         | 31,452.55       |
| 05/10/2026 | REPUBLIC SERVICES - CC                         | WATER BREAK SPOIL PILE DISPOSAL                      | 663.31          |
| 05/10/2026 | SAFEGUARD - CC                                 | DEPOSIT BAGS AND TICKETS                             | 271.93          |
| 05/10/2026 | SAFEGUARD - CC                                 | DEPOSIT BAGS AND TICKETS                             | 212.05          |
|            |  |  | <u>483.98</u>   |
| 05/10/2026 | SAFEGUARD - CC                                 | NBCC DEPOSIT TICKETS                                 | 150.64          |
| 05/10/2026 | SAFETY AND SECURITY CONSULTATION SPECIALISTS - | LAKE CRYSTAL FIRE SCHOOL T. LAMOTTE MARCH 14-15      | 200.00          |
| 05/10/2026 | SAYULITAS                                      | LASERFICHE TRAINING BREAKFAST                        | 26.90           |
| 05/10/2026 | SCHINDLER ELEVATOR CORP - CC                   | QUARTERLY BILLING 5/1/2026-7/31/2026                 | 587.65          |
| 05/10/2026 | SCNS SPORTS FOODS - CC                         | ENERGY DRINKS FOR RESALE AT THE GOLF COURSE          | 64.88           |
| 05/10/2026 | SHAKE SHACK                                    | LASERFICHE TRAINING - DINNER                         | 19.51           |
| 05/10/2026 | SHERWIN-WILLIAMS - CC                          | PAINT  | 45.94           |
| 05/10/2026 | SIERRA - CC                                    | PANTS - MICKEY                                       | 39.98           |
| 05/10/2026 | SPEEDTECH LIGHTS - CC                          | #2615 & #2616 LIGHT BARS                             | 1,920.98        |
| 05/10/2026 | SPEEDWAY - CC                                  | NON-OXYGENATED GAS                                   | 8.25            |
| 05/10/2026 | STATE CHEMICAL SOLUTIONS - CC                  | DEGREASER SHOP STOCK                                 | 290.00          |
| 05/10/2026 | Stepp Mfg.-cc                                  | FUEL GAUGE FOR CRACK SEALER                          | 128.00          |
| 05/10/2026 | STRATUS BUILDING SOLUTIONS - CC                | NBCC MONTHLY CLEANING                                | 5,995.00        |
| 05/10/2026 | STREICHER'S-cc                                 | D. CLARKE NAME TAG FOR VEST                          | 23.98           |
| 05/10/2026 | STREICHER'S-cc                                 | B. RIEDEL VEST NAME TAGS                             | 38.97           |
| 05/10/2026 | STREICHER'S-cc                                 | E. SYPNIEWSKI HOLSTER                                | 219.99          |
|            |  |  | <u>282.94</u>   |

VI\_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

| Check Date | Payee                         | Description  | Amount          |
|------------|-------------------------------|--|-----------------|
| 05/10/2026 | SUBWAY-cc                     | LUNCH AT MCPA CONFERENCE 04/16/2026                                | 15.55           |
| 05/10/2026 | SUBWAY-cc                     | LUNCH FOR MCPA ETI CONFERENCE 4/16/2026                            | 18.16           |
|            |                               |  | <u>33.71</u>    |
| 05/10/2026 | SUMMIT FIRE PROTECTION-cc     | FIRE TRUCK MAINTENANCE   | 646.00          |
| 05/10/2026 | SUN COUNTRY AIRLINES - CC     | JF BAGGAGE FEE - SPORTS ETA CONFERENCE                             | 45.00           |
| 05/10/2026 | SUPERIOR SAND AND GRAVEL - CC | DISPOSAL OF RUBBLE   | 140.00          |
| 05/10/2026 | SYSCO MINNESOTA, INC - CC     | COOKIES FOR RESALE AT THE GOLF COURSE                              | 95.30           |
| 05/10/2026 | SYSCO MINNESOTA, INC - CC     | COOKIES AND BARS FOR RESALE AT THE GOLF COURSE                     | 132.15          |
|            |                               |  | <u>227.45</u>   |
| 05/10/2026 | TARGET-cc                     | SNACKS AND WATER FOR VOLUNTEER EVENT                               | 27.86           |
| 05/10/2026 | TARGET-cc                     | NBCC RESALE - DIAPERS  | 5.29            |
| 05/10/2026 | TARGET-cc                     | DANCE RECITAL AND PARENTS NIGHT OUT SUPPLIES                       | 9.99            |
| 05/10/2026 | TARGET-cc                     | DANCE RECITAL AND PARENTS NIGHT OUT SUPPLIES                       | 14.07           |
| 05/10/2026 | TARGET-cc                     | RFEFUND - DANCE RECITAL CORD                                       | (9.99)          |
|            |                               |  | <u>47.22</u>    |
| 05/10/2026 | Terminal Supply Co-cc         | CABLE TIE, HOSE CLAMPS, FUSES SHOP TOCKS                           | 89.37           |
| 05/10/2026 | TESSMAN COMPANY-cc            | FERT FOR GOLF COURSE   | 136.32          |
| 05/10/2026 | TESSMAN COMPANY-cc            | FERT FOR GOLF COURSE   | (8.66)          |
| 05/10/2026 | TESSMAN COMPANY-cc            | FERT FOR GOLF COURSE   | 2,710.78        |
|            |                               |  | <u>2,838.44</u> |
| 05/10/2026 | TEXT-EM-ALL - CC              | SUBSCRIPTION MASS COMM TOOL TO NOTIFY MAINT. STAFF FOR EMERGENCIES | 19.00           |
| 05/10/2026 | THE BIG BLUE BOX-cc           | EAGLES NEST - STORAGE CONTAINER FOR REPLACEMENT PARTS              | 225.00          |
| 05/10/2026 | THE CRACK SHACK               | LASERFICHE TRAINING LUNCH  | 18.61           |
| 05/10/2026 | THE EMBLEM AUTHORITY - CC     | PSO ROCKERS FOR UNIFORMS   | 378.00          |
| 05/10/2026 | THE HOME DEPOT-cc             | PUBLIC SAFETY RESTROOM SUPPLIES                                    | 38.64           |
| 05/10/2026 | THE HOME DEPOT-cc             | PAINTING SUPPLIES  | 32.40           |
| 05/10/2026 | THE HOME DEPOT-cc             | PAINTING SUPPLIES  | 2.63            |
|            |                               |  | <u>73.67</u>    |
| 05/10/2026 | THE STAR TRIBUNE-cc           | ONE YEAR SUBCRPTION FROM 04/21/2026 TO 05/092027                   | 744.64          |
| 05/10/2026 | THE WHITE HORSE - CC          | MCPA ETI CONFERENCE DINNER 4/14/26                                 | 33.11           |
| 05/10/2026 | THE WHITE HORSE - CC          | DINNER MCPA CONFERENCE 4/14/26                                     | 36.94           |
| 05/10/2026 | THRYV - CC                    | BRIGHTWOOD HILLS - MAY 2026 DIGITAL MARKETING                      | 109.00          |
| 05/10/2026 | THRYV - CC                    | PRINT CHARGES  | 18.75           |
|            |                               |  | <u>127.75</u>   |
| 05/10/2026 | TRI-STATE BOBCAT - CC         | MOWER BLADES SHOP  | 444.48          |
| 05/10/2026 | TRI-STATE BOBCAT - CC         | #2604 SENSOR   | 238.91          |
| 05/10/2026 | TRI-STATE BOBCAT - CC         | BLADE BOLTS SHOP   | 40.65           |
|            |                               |  | <u>724.04</u>   |
| 05/10/2026 | VALS RAPID SERV - CC          | MCPA ETI CONFERENCE LUNCH 4/16/26                                  | 16.22           |
| 05/10/2026 | Verizon-cc                    | CELLULAR SERVICE   | 120.03          |
| 05/10/2026 | WALGREENS-cc                  | POSTERS FOR GARGE SALE   | 63.98           |
| 05/10/2026 | WALGREENS-cc                  | POSTERS FOR GARGE SALE   | 6.32            |
|            |                               |  | <u>70.30</u>    |
| 05/10/2026 | WALMART.COM - CC              | COMMUNITY LUNCH DESERT   | 45.29           |
| 05/10/2026 | WALMART.COM - CC              | SENIOR ROOM AND BREAKFAST AND BINGO SUPPLIES                       | 56.32           |
| 05/10/2026 | WALMART.COM - CC              | SENIOR ROOM AND BREAKFAST AND BINGO SUPPLIES                       | 9.97            |
| 05/10/2026 | WALMART.COM - CC              | DANCE RECITAL SUPPLIES   | 10.74           |
| 05/10/2026 | WALMART.COM - CC              | DANCE RECITAL SUPPLIES   | 0.95            |
|            |                               |  | <u>0.95</u>     |

VI\_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

| Check Date | Payee                            | Description  | Amount           |
|------------|----------------------------------|--|------------------|
|            |                                  |  | 123.27           |
| 05/10/2026 | WEST MARINE - CC                 | SAFETY FAIR LIONS LIFE JACKETS                               | 699.30           |
| 05/10/2026 | WEST MARINE - CC                 | SAFETY FAIR LIONS LIFEJACKETS                                | 233.10           |
| 05/10/2026 | WEST MARINE - CC                 | SAFETY FAIR LIONS LIFEJACKETS                                | 93.24            |
|            |                                  |  | <u>1,025.64</u>  |
| 05/10/2026 | ZIEBEART OF MINNESOTA, INC - CC  | TINT FOR 2 NEW PARKS TRUCKS                                  | 400.00           |
| 05/10/2026 | ZORO TOOLS INC-cc                | REPLACEMENT MEGA MOVERS FOR ACTIVE SHOOTER TRAINING          | 292.90           |
| 05/10/2026 | ZORO TOOLS INC-cc                | NBCC FITNESS STUDIO FAN                                      | 62.09            |
| 05/10/2026 | ZORO TOOLS INC-cc                | CITY HALL PAPER TOWELS                                       | 86.17            |
|            |                                  |  | <u>441.16</u>    |
| 05/15/2026 | XCEL ENERGY                      | OLD HWY 8 STREET LIGHTS AND MAINT GARAGE GAS 02/18-03/20/26  | 1,039.29         |
| 05/15/2026 | XCEL ENERGY                      | OLD HWY 8 STREET LIGHTS AND MAINT GARAGE GAS 02/18-03/20/26  | 122.07           |
|            |                                  |  | <u>1,161.36</u>  |
| 05/20/2026 | ALERUS RETIREMENT & BENEFITS-EFT | COBRA FEES APRIL   | 30.00            |
| 05/26/2026 | LAND TITLE INC                   | PURCHASE OF 77 2ND STREET SE                                 | 453,123.31       |
| 05/27/2026 | ALERUS RETIREMENT & BENEFITS-EFT | HSA SERVICE FEE COVERED BY CITY MAY                          | 352.00           |
| 05/28/2026 | AFLAC                            | AFLAC MAY  | 5,381.82         |
| 05/15/2026 | HEALTHY CONTRIBUTIONS SPV, LLC   | MARCH MN LABOR UNION MEMBERSHIP FEE                          | 6.20             |
| 05/22/2026 | ADVANCED IRRIGATION, INC         | HANSEN PARK WEST IRRIGATION INSTALL                          | 14,995.00        |
| 05/22/2026 | AERCOR WIRELESS, INC             | WIRELESS ACCESS POINT CLOUD MANAGEMENT SUBSCRIPTION RENEWALS | 3,033.73         |
| 05/22/2026 | BARNHART CRANE AND RIGGING LLC   | NBCC BRIDGE PROJECT CRANE                                    | 3,640.00         |
| 05/22/2026 | BS & A SOFTWARE                  | BS&A INTEGRATED PAYMENTS ABSORBED FEES 2026 APRIL            | 1,694.08         |
| 05/22/2026 | BS & A SOFTWARE                  | BS&A INTEGRATED PAYMENTS ABSORBED FEES 2026 APRIL            | 73.98            |
| 05/22/2026 | BS & A SOFTWARE                  | BS&A INTEGRATED PAYMENTS ABSORBED FEES 2026 APRIL            | 2,776.50         |
| 05/22/2026 | BS & A SOFTWARE                  | BS&A INTEGRATED PAYMENTS ABSORBED FEES 2026 APRIL            | 2,776.50         |
| 05/22/2026 | BS & A SOFTWARE                  | BS&A INTEGRATED PAYMENTS ABSORBED FEES 2026 APRIL            | 1,388.25         |
|            |                                  |  | <u>8,709.31</u>  |
| 05/22/2026 | DAVIDS HYDRO VAC, INC            | BACKWASH PIT CLEANING  | 1,675.00         |
| 05/22/2026 | ELECTRO WATCHMAN INC             | UPGRADE ACCESS CONTROL SYSTEM SUPPORT SOFTWARE LICENSE       | 391.50           |
| 05/22/2026 | ELECTRO WATCHMAN INC             | HANSEN PARK WEST CAMERA INSTALLATION                         | 11,307.42        |
| 05/22/2026 | ELECTRO WATCHMAN INC             | HANSEN PARK WEST DOOR ACCESS SYSTEM REINSTALLATION           | 12,405.00        |
| 05/22/2026 | ELECTRO WATCHMAN INC             | HANSEN PARK FIRE ALARM MONITORING                            | 243.89           |
| 05/22/2026 | ELECTRO WATCHMAN INC             | AES FIRE RADIO INSTALLATION                                  | 895.00           |
|            |                                  |  | <u>25,242.81</u> |
| 05/22/2026 | FACTORY MOTOR PARTS CO           | OIL SHOP   | 37.50            |
| 05/22/2026 | FACTORY MOTOR PARTS CO           | ADHESIVE REMOVER   | 76.28            |
| 05/22/2026 | FACTORY MOTOR PARTS CO           | #084 HEADLAMP CONNECTORS/ BULBS                              | 27.91            |
|            |                                  |  | <u>141.69</u>    |
| 05/22/2026 | FERGUSON ENTERPRISES, LLC        | SEWER PIPE FOR LIONS PARK TRENCH DRAIN                       | 310.80           |
| 05/22/2026 | FERGUSON ENTERPRISES, LLC        | SEWER PIPE FOR LIONS PARK TRENCH DRAIN                       | 32.17            |
|            |                                  |  | <u>342.97</u>    |
| 05/22/2026 | FLEXIBLE PIPE TOOL COMPANY       | MANHOLE RING   | 393.00           |
| 05/22/2026 | FLEXIBLE PIPE TOOL COMPANY       | #1609 PRESSURE REGULATOR                                     | 318.25           |
| 05/22/2026 | FLEXIBLE PIPE TOOL COMPANY       | REPAIR OF CAMERA CABLE                                       | 597.70           |
|            |                                  |  | <u>1,308.95</u>  |

VI\_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

| Check Date | Payee                               | Description   | Amount           |
|------------|-------------------------------------|---|------------------|
| 05/22/2026 | FREDRIKSON & BYRON                  | LEGAL SERVICES FROM 4/1/2026 THROUGH 4/30/26                                      | 1,176.00         |
| 05/22/2026 | FREDRIKSON & BYRON                  | LEGAL SERVICES FROM 4/1/2026 THROUGH 4/30/26                                      | 927.00           |
|            |                                     |   | <u>2,103.00</u>  |
| 05/22/2026 | GREAT NORTHERN ENVIRONMENTAL, LLC   | AOP LAMP CHANGE   | 8,510.00         |
| 05/22/2026 | HOFF BARRY P.A.                     | PROFESSIONAL SERVICES EMAILS FOR THE MONTH OF APRIL                               | 1,450.50         |
| 05/22/2026 | HUGO'S TREE CARE INC                | CUT, HAUL, GRIND ASH TREES  | 8,600.00         |
| 05/22/2026 | HUGO'S TREE CARE INC                | CUT & HAUL STUMP, FULL TURF RESTORATION   | 3,250.00         |
|            |                                     |   | <u>11,850.00</u> |
| 05/22/2026 | IN CONTROL, INC                     | SCADA HIGH TOWER WORK   | 644.93           |
| 05/22/2026 | INFOSEND, INC                       | 2026 APR UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 05.18.26                 | 288.30           |
| 05/22/2026 | INFOSEND, INC                       | 2026 APR UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 05.18.26                 | 288.30           |
| 05/22/2026 | INFOSEND, INC                       | 2026 APR UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 05.18.26                 | 311.18           |
| 05/22/2026 | INFOSEND, INC                       | 2026 APR UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 05.18.26                 | 311.18           |
| 05/22/2026 | INFOSEND, INC                       | 2026 APR UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 05.18.26                 | 155.60           |
| 05/22/2026 | INFOSEND, INC                       | 2026 APR UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 05.18.26                 | 144.15           |
|            |                                     |   | <u>1,498.71</u>  |
| 05/22/2026 | JOSHUA JORDAN                       | SPRING MARTIAL ARTS INVOICE   | 759.00           |
| 05/22/2026 | MANSFIELD OIL COMPANY OF GAINSVILLE | DIESEL 500 GALLONS FUEL TANK  | 1,264.66         |
| 05/22/2026 | MANSFIELD OIL COMPANY OF GAINSVILLE | UNLEADED 1000 GALLONS FUEL TANK   | 2,293.26         |
|            |                                     |   | <u>3,557.92</u>  |
| 05/22/2026 | MARCO TECHNOLOGIES, LLC             | MICROSOFT SERVER LICENSING  | 30,046.80        |
| 05/22/2026 | MCCRAY EXPRESS NETWORK              | SOFTBALL LEAGUE UMPIRE PAY  | 700.00           |
| 05/22/2026 | NORTH SUBURBAN ACCESS CORPORATION   | 2026-APRIL MONTHLY MUNICIPAL MEETING AV SERVICES: CITY OF NEW BRIGHTON            | 1,592.68         |
| 05/22/2026 | OGDEN NEWSPAPER OF MINNESOTA        | PRINTING/PUBLISHING OF CITY NEWSLETTER  | 5,859.18         |
| 05/22/2026 | OXYGEN SERVICE COMPANY, INC.        | FREEZE KIT REFILL   | 149.82           |
| 05/22/2026 | PMA ASSET MANAGEMENT, LLC           | APRIL ACCOUNT MANAGEMENT FEE  | 3,396.46         |
| 05/22/2026 | SRF CONSULTING GROUP, INC           | PROPERTY ACQUISITION, TENANT RELOCATION SERVICES FOR PERIOD ENDING APRIL 30, 2026 | 547.02           |
| 05/22/2026 | STEPP MANUFACTURING CO, INC         | NEW HOTBOX FOR HOOK TRUCK   | 127,473.00       |
| 05/22/2026 | STREET FLEET EXPEDITED, LLC         | 2026 LB REPORT COURIER APRIL 2026 (04/15/2026)                                    | 28.16            |
| 05/22/2026 | STREET FLEET EXPEDITED, LLC         | 2026 LB REPORT COURIER APRIL 2026 (04/22/2026)                                    | 28.16            |
| 05/22/2026 | STREET FLEET EXPEDITED, LLC         | 2026 LB REPORT COURIER APRIL 2026 (04/29/2026)                                    | 28.16            |
| 05/22/2026 | STREET FLEET EXPEDITED, LLC         | 2026 LB REPORT COURIER MAY 2026 (05/06/2026)                                      | 28.16            |
| 05/22/2026 | STREET FLEET EXPEDITED, LLC         | 2026 LB REPORT COURIER MAY 2026 (05/13/2026)                                      | 28.16            |
|            |                                     |   | <u>140.80</u>    |
| 05/22/2026 | TARRI LEVINE                        | MAHJONGG LESSONS  | 710.00           |
| 05/22/2026 | TENVOORDE FORD INC                  | 2026 - POLICE UTILITY - EXPLORER AWD K8S  | 43,644.44        |
| 05/22/2026 | VESTIS SERVICES, LLC                | CLEANING & UNIFORMS   | 23.75            |
| 05/22/2026 | VESTIS SERVICES, LLC                | CLEANING & UNIFORMS   | 85.35            |
|            |                                     |   | <u>109.10</u>    |
| 05/22/2026 | WALLRAFF ELECTRIC                   | TROUBLESHOOT HANSEN PARK  | 617.00           |
| 05/22/2026 | WSB & ASSOCIATES INC                | LIONS PARK SPLASH PAD PROFESSIONAL SERVICES FROM APRIL 1-30, 2026                 | 71.00            |
| 05/22/2026 | WSB & ASSOCIATES INC                | HANSEN SHADE GRANT PROFESSIONAL SERVICES FROM APRIL 1-30, 2026                    | 741.00           |

VI\_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

| Check Date | Payee                                | Description  | Amount           |
|------------|--------------------------------------|--|------------------|
|            |                                      |  | 812.00           |
| 05/29/2026 | METROPOLITAN COUNCIL                 | JUNE WASTE WATER SERVICES  | 180,430.35       |
| 05/29/2026 | MRPA                                 | ADDED MEMBERS - NS & LR  | 310.00           |
| 05/29/2026 | CAPITOL BEVERAGE SALES               | BEER/SELTZER   | 475.65           |
| 05/29/2026 | ARAMARK REFRESHMENT SERVICES         | COFFEE SUPPLIES FOR CITY HALL  | 513.28           |
| 05/29/2026 | EGAN COMPANY                         | TECH SUPPORT FOR CONNECTION ISSUES   | 453.00           |
| 05/29/2026 | IN CONTROL, INC                      | LIFT STATION 8 BATTERY BACKUP (UPS)  | 310.81           |
| 05/29/2026 | MANSFIELD OIL COMPANY OF GAINSVILLE  | UNLEADED 821 GALLONS FUEL TANK   | 1,882.77         |
| 05/29/2026 | COMMERCIAL RECREATION SPECIALISTS    | EAGLES NEST PIECES   | 33,204.49        |
| 05/29/2026 | BAYCOM                               | IN CAR VIDEO SYSTEM FOR NEW SQUADS 2607, 2608, 2609                        | 21,936.00        |
| 05/29/2026 | MORA, CLAUDIA                        | TUITION REIMBURSEMENT SPRING 2026  | 513.93           |
| 05/29/2026 | BAKER TILLY MUNICIPAL ADVISORS, LLC  | 2025 CONTINUING DISCLOSURE SERVICES  | 591.25           |
| 05/29/2026 | BAKER TILLY MUNICIPAL ADVISORS, LLC  | 2025 CONTINUING DISCLOSURE SERVICES  | 591.25           |
| 05/29/2026 | BAKER TILLY MUNICIPAL ADVISORS, LLC  | 2025 CONTINUING DISCLOSURE SERVICES  | 591.25           |
| 05/29/2026 | BAKER TILLY MUNICIPAL ADVISORS, LLC  | 2025 CONTINUING DISCLOSURE SERVICES  | 591.25           |
|            |                                      |  | <u>2,365.00</u>  |
| 05/29/2026 | MARCO TECHNOLOGIES, LLC              | SHRED SERVICE CHARGE - ROUTINE   | 58.13            |
| 05/29/2026 | ANCHOR SOLAR INVESTMENTS, LLC        | SOLAR POWER PAYMENT - JUNE   | 1,674.27         |
| 05/29/2026 | ANCHOR SOLAR INVESTMENTS, LLC        | SOLAR POWER PAYMENT - JUNE   | 412.22           |
| 05/29/2026 | ANCHOR SOLAR INVESTMENTS, LLC        | SOLAR POWER PAYMENT - JUNE   | 412.22           |
| 05/29/2026 | ANCHOR SOLAR INVESTMENTS, LLC        | SOLAR POWER PAYMENT - JUNE   | 343.40           |
| 05/29/2026 | ANCHOR SOLAR INVESTMENTS, LLC        | SOLAR POWER PAYMENT - JUNE   | 1,271.30         |
|            |                                      |  | <u>4,113.41</u>  |
| 05/29/2026 | MCCRAY EXPRESS NETWORK               | SOFTBALL LEAGUE UMPIRE PAY   | 700.00           |
| 05/29/2026 | TENICITY LLC                         | TENICITY SPRING TENNIS LESSON INVOICE 2026                                 | 2,939.20         |
| 05/29/2026 | STREET FLEET                         | 2026 LB REPORT COURIER MAY 2026 (05/20/2026)                               | 28.16            |
| 05/29/2026 | THE MPX GROUP                        | ABANDONED VEHICLE WARNING LABEL  | 170.88           |
| 05/29/2026 | THE MPX GROUP                        | LUCI RAMACHER BUSINESS CARDS   | 141.59           |
|            |                                      |  | <u>312.47</u>    |
| 05/29/2026 | BRIDGESTONE GOLF INC                 | SWAG BAG/JUNIOR TOURNEY PRIZES   | 226.78           |
| 05/29/2026 | CPOF INC                             | REMAINING 50% CUBICLE INSTALLATION- OLD BREAK ROOM (233)                   | 3,873.00         |
| 05/29/2026 | HUGO'S TREE CARE INC                 | PRIVATE TREE REMOVAL 427 10 TH AVE NW                                      | 1,100.00         |
| 05/29/2026 | HUGO'S TREE CARE INC                 | PRIVATE TREE REMOVAL 2539 SILVE LAKE RD NW                                 | 2,100.00         |
| 05/29/2026 | HUGO'S TREE CARE INC                 | PRIVATE TREE REMOVAL 2542 14TH AVE NW                                      | 1,800.00         |
|            |                                      |  | <u>5,000.00</u>  |
| 05/29/2026 | VESTIS SERVICES, LLC                 | CLEANING & UNIFORMS  | 29.75            |
| 05/29/2026 | VESTIS SERVICES, LLC                 | CLEANING & UNIFORMS  | 86.57            |
|            |                                      |  | <u>116.32</u>    |
| 05/29/2026 | VEIMAN TREE SERVICE INC              | CONTRACTING TREE REMOVAL 14TH AVE, ERIN CT                                 | 805.00           |
| 05/29/2026 | COUNTRY SIDE SERVICES OF MN, INC     | #2616 NEW VEHICLE SET UP PLOW INSTALLED                                    | 10,625.44        |
| 05/29/2026 | COUNTRY SIDE SERVICES OF MN, INC     | #2615 NEW VEHICLE SET UP PLOW INSTALLED                                    | 10,625.44        |
|            |                                      |  | <u>21,250.88</u> |
| 05/29/2026 | CENTURY SECURITY SOLUTIONS LLC       | BROKEN POWER WIRE AT GATE @ WTP  | 565.00           |
| 05/21/2026 | ANDRI, KENNETH                       | UB REFUND FOR ACCOUNT: 312058-01   | 13.89            |
| 05/21/2026 | CITY OF LITTLE CANADA                | MARCH 19TH SENIOR DAY TRIP   | 1,710.00         |
| 05/21/2026 | COLLINS ENGINEERS, INC.              | NBCC BRIDGE INSPECTION   | 8,900.00         |
| 05/21/2026 | ESTATE OF WAYNE MAYER                | UB REFUND FOR ACCOUNT: 105296-01   | 8.87             |
| 05/21/2026 | FLEETPRIDE, INC                      | PUSH LOCK CONNECTOR KIT SHOP   | 189.99           |
| 05/21/2026 | GREENLINE HOME WASHING SERVICES, LLC | UB REFUND FOR ACCOUNT: 000017-01 HYDRANT METER DEPOSIT<br>LESS WATER USAGE | 172.25           |

**VI\_1 APPROVAL OF PAYMENTS**

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

| Check Date | Payee                                | Description  | Amount                 |
|------------|--------------------------------------|--|------------------------|
| 05/21/2026 | GREENLINE HOME WASHING SERVICES, LLC | UB REFUND FOR ACCOUNT: 000017-01 HYDRANT METER DEPOSIT<br>LESS WATER USAGE           | 14.38                  |
|            |                                      |  | <b>186.63</b>          |
| 05/21/2026 | GROMMES, BENJAMIN JOHN               | REFUND FOR OVERPAYMENT   | 109.25                 |
| 05/21/2026 | IZQUIERDO, ROBERTO                   | REFUND CHECK HANSEN PARK   | 70.45                  |
| 05/21/2026 | JOHNSON, SARA                        | SECURITY DEPOSIT REFUND  | 300.00                 |
| 05/21/2026 | JSW PROPERTIES, LLC                  | UB REFUND FOR ACCOUNT: 312728-01   | 153.47                 |
| 05/21/2026 | LORTIE, MELISSA                      | UB REFUND FOR ACCOUNT: 206342-01   | 217.30                 |
| 05/21/2026 | MARTIN MARIETTA MATERIALS, INC       | WATER MAIN ASPHALT REPAIR  | 594.43                 |
| 05/21/2026 | MIDWEST MINIATURE GUILD              | SECURITY DEPOSIT REFUND  | 500.00                 |
| 05/21/2026 | MN DEPT OF HEALTH                    | CLASS D WATER- DAVIN   | 23.00                  |
| 05/21/2026 | MN DEPT OF HEALTH                    | CLASS D WATER- ASHER   | 23.00                  |
| 05/21/2026 | MN METRO NORTH TOURISM BUREAU        | APRIL LODGING TAX  | 8,390.00               |
| 05/21/2026 | MN METRO NORTH TOURISM BUREAU        | APRIL LODGING TAX  | (419.50)               |
|            |                                      |  | <b>7,970.50</b>        |
| 05/21/2026 | MSP PLUMBING HEATING AIR             | 2026 I/I GRANT AWARD - STENNES   | 5,000.00               |
| 05/21/2026 | MT PROPERTIES, INC.                  | RAILROAD PERMIT FOR CP26-2B  | 1,250.00               |
| 05/21/2026 | OFFICE OF MN IT SERVICES             | LANGUAGE LINE SERVICES - APRIL 2026  | 94.50                  |
| 05/21/2026 | PAULUS, JACOB                        | UB REFUND FOR ACCOUNT: 209544-01   | 369.07                 |
| 05/21/2026 | RASSMUSSEN, STUART                   | REFUND FOR OVERPAYMENT   | 114.38                 |
| 05/21/2026 | RDO EQUIPMENT CO.                    | #1407 JUMPER TERMINAL  | 6.53                   |
| 05/21/2026 | RUSSELL MOORE                        | PAINTING @ WTP #1  | 2,888.00               |
| 05/21/2026 | SUFKA, JOHN                          | UB REFUND FOR ACCOUNT: 113910-01   | 57.29                  |
| 05/21/2026 | YAMAHA GOLF & UTILITY INC            | POWER CART LEASE   | 2,800.00               |
| 05/21/2026 | MARTY CORBIN & JESSICA DUNBAR        | 50% MOVING EXPENSES FOR OCCUPANTS OF 91 1ST STREET SE                                | 2,600.00               |
| 05/28/2026 | ESS BROTHERS & SONS INC.             | STREET REHAB FLEX SEAL   | 34,440.00              |
| 05/28/2026 | ST PAUL, CITY OF                     | POTHOLE PATCHING   | 317.00                 |
| 05/28/2026 | MN GOLF ASSOCIATION INC              | MEMBER FACILITY DUES   | 90.00                  |
| 05/28/2026 | GOLF MINNESOTA                       | ADVERTISEMENT  | 99.00                  |
| 05/28/2026 | AARP                                 | MAY AARP SAFE DRIVER CLASS   | 430.00                 |
| 05/28/2026 | GREAT LAKES COCA-COLA DISTRIBUTION   | PO/POWERAIDE   | 812.78                 |
| 05/28/2026 | SAINT CROIX COFFEE & TEA COMPANY     | COFFEE   | 286.00                 |
| 05/28/2026 | SCRUBTOWN BRICK PAVING               | REPLACE PAVER @ LIONS PARK 50% FINAL PAYMENT   | 18,950.00              |
| 05/28/2026 | ZMD ENGINEERED SOLUTIONS, LLC        | PUBLIC SAFETY ROOF   | 12,500.00              |
| 05/28/2026 | BICYCLE ALLIANCE OF MINNESOTA        | BIKE MAINTENANCE AND TABLING AT SAFETY FAIR  | 250.00                 |
| 05/28/2026 | PASDO, MEGHAN                        | REFUND FOR OVERPAYMENT   | 50.00                  |
| 05/28/2026 | BRINGGOLD, SUE                       | 25-1 IRRIGATIN REPAIR REIMBURSEMENT  | 118.79                 |
| 05/28/2026 | STASSON, STEVE OR SUZI               | CP 25-1 RESIDENT REIMBURSEMENT. SUMP PUMP DAMAGE                                     | 28.42                  |
| 05/28/2026 | LUNDGREN, JOHN                       | IRRIGATION REIMBURSTMENT   | 500.00                 |
| 05/28/2026 | WINK,KELL                            | SECURITY DEPOSIT REFUND  | 300.00                 |
| 05/28/2026 | SIRLEAF, VENUS                       | WHOLE BUILDING USE INSTEAD. REFUNDING CREEK, SECURITY<br>DEPOSIT USED FOR WHOLE BLDG | 487.69                 |
| 05/28/2026 | AHMED, FENANI                        | SECURITY DEPOSIT REFUND  | 500.00                 |
| 05/28/2026 | MUNCHKIN MARKETS                     | DAMAGE DEPOSIT REFUND CHECK  | 500.00                 |
| 05/28/2026 | SCHILLING, DAWN                      | UB REFUND FOR ACCOUNT: 204057-01   | 95.69                  |
| 05/28/2026 | OLSON, JOEL                          | UB REFUND FOR ACCOUNT: 306282-01   | 292.52                 |
| 05/28/2026 | EOD ENTERPRISES LLC                  | UB REFUND FOR ACCOUNT: 208413-01   | 130.27                 |
| 05/28/2026 | ARMS, CHERYL                         | UB REFUND FOR ACCOUNT: 200774-01   | 154.43                 |
| 05/28/2026 | LORENZ, JORDAN & KRIENKE, TORI       | UB REFUND FOR ACCOUNT: 310607-01   | 129.70                 |
| 05/28/2026 | DELAMBO, CHRIS                       | UB REFUND FOR ACCOUNT: 104075-01   | 26.59                  |
| 05/28/2026 | KUEHL, DEBRA AND DOUGLAS             | UB REFUND FOR ACCOUNT: 319301-01   | 122.48                 |
|            | <b>TOTAL PAYMENTS</b>                |  | <b>\$ 1,308,173.43</b> |



Council Worksession  
June 2, 2026  
5:00 pm

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

Absent:

Staff in Attendance: Devin Massopust, Jen Lehmann, Blia Her

Guests in Attendance:

2026 Employee Engagement Survey Results

Massopust stated this spring, the City of New Brighton engaged Beyond Feedback to administer an employee engagement survey. The survey provides an anonymous way for staff to provide feedback about their employment experience, including what is going well and areas of improvement. He reported Assistant City Manager Lehmann would be reviewing this matter in further detail.

Lehmann explained this is the City's second survey effort with Beyond Feedback and we appreciate their ability to customize survey questions, offer comparisons to national benchmarks, provide robust analytics, and present results with added context. The survey was administered electronically through direct emails to the City's full-time & permanent-part-time staff. A total of 93 responses were collected this year. The survey was structured with 40 questions and results are grouped into three main metrics: participation, employee engagement, and supervisory effectiveness. One Strategic Priority target is directly related to results from the employee engagement survey. Under the priority of "Optimize Staff Capabilities," there is a target of maintaining an employee engagement survey score of 85%. The 2026 results exceed this target with a score of 88.5%. Staff provided a detailed presentation with further information regarding the results of the employee engagement survey and was proud to report the City was increasing engagement with staff members. Information regarding the effectiveness of the City's supervisors was discussed.

Councilmember Dunsworth discussed how the previous supervisor effectiveness numbers may have been inflated during COVID. She inquired if a metric was in place going forward. Lehmann explained staff was working to balance how often employees were surveyed in order to ensure the proper adjustments were put in place in response to survey results.

Mayor Niedfeldt-Thomas asked if the supervisor effectiveness survey results were shared with the supervisors. Massopust reported he provided a presentation on the survey results to the supervisors.

Further discussion ensued regarding how the work environment has changed since COVID.

Lehmann commented further on what's going well and areas of consideration. She spoke to how it was important for the City to remain competitive when it comes to wages. She indicated the City was pursuing new healthcare options due to the feedback received from staff.

Mayor Niedfeldt-Thomas inquired when the last salary scale update was completed. Lehmann reported the pay structure was updated in 2023.

Councilmember Steffenhagen asked if the benchmark for healthcare was too high, noting healthcare rates and deductibles continue to increase at a faster rate than other expenses. Lehmann stated this was good feedback for staff to consider further.

Councilmember Allen reported school employees can now pool for their insurance. He questioned if this was something the City should advocate for, for municipal employees.

Mayor Niedfeldt-Thomas supported this recommendation. Massopust spoke to the great work being done through Sourcewell.

Lehmann reviewed the next steps noting staff would be looking into other healthcare options for City employees and discussed the supervisory and employee training that would be provided to City staff members.

Mayor Niedfeldt-Thomas encouraged staff to find ways to celebrate the results of the survey. Lehmann indicated this has not been discussed, but noted staff would be recognizing staff members that were showing staff values in action.

Councilmember Steffenhagen stated he believed the staff members working for the City of New Brighton were exceptional and he greatly appreciated how these individuals worked on behalf of the community.

Councilmember Allen thanked staff for their efforts on the survey and stated he believed the overall results from the survey were good.

Mayor Niedfeldt-Thomas congratulated Assistant City Manager Lehmann and City Manager Massopust for the survey results and for creating a great culture at City Hall.

Worksession adjourned at 5:54 pm

Respectfully submitted,

Terri Spangrud  
City Clerk



|                        |                       |
|------------------------|-----------------------|
| <b>Agenda Section:</b> | <b>Consent Agenda</b> |
| <b>Meeting Date:</b>   | <b>June 9, 2026</b>   |

**REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY**

**ITEM DESCRIPTION:** Consider Authorizing staff to enter into a Professional Services Agreement with In Control, Inc. for the Upgrade of the Supervisory Control and Data Acquisition (SCADA) System for the Sanitary Sewer System

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

|                           |   |
|---------------------------|---|
| <b>Summary Statement:</b> | We have solicited a quote from In Control, Inc. to upgrade the Supervisory Control and Data Acquisition (SCADA) System for the Sanitary Sewer System. This upgrade will include upgrading the three lift station panels and the RTU panel located at the maintenance facility. Phase 1 was completed in 2025. |
|---------------------------|---|

|                         |   |
|-------------------------|---|
| <b>Recommendations:</b> | Authorize the Director of Community Assets and Development to enter into a Professional Services Agreement with In Control, Inc to upgrade the sanitary sewer system supervisory control and data acquisition (SCADA) system. |
|-------------------------|---|

|                              |      |
|------------------------------|------|
| <b>Applicable Deadlines:</b> | None |
|------------------------------|------|

|                          |  |
|--------------------------|--|
| <b>Community Impact:</b> | Continued reliable conveyance of sanitary sewer. |
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|                             |      |
|-----------------------------|------|
| <b>Legislative History:</b> | None |
|-----------------------------|------|

|                            |                    |
|----------------------------|--------------------|
| <b>Strategic Priority:</b> | <u>City Assets</u> |
|----------------------------|--------------------|

|                       |                                 |                 |
|-----------------------|---------------------------------|-----------------|
| <b>Fiscal Impact:</b> | <b>Financial Consideration?</b> | <u>Yes</u>      |
|                       | Revenue/Expenditure Amount:     | \$104,939.00    |
|                       | Financing Source:               | <u>Budgeted</u> |
|                       | Notes:                          |                 |

|                     |    |  |
|---------------------|----|--|
| <b>Attachments:</b> | 1. | IU SAL QS26052001-02 WW SCADA Upgrade Phase 2 and 3 Proposal |
|---------------------|----|--|



In Control, Inc.  
5301 E River Rd, Suite 108  
Fridley, MN 55421

## PROPOSAL # QS26052001-02

**To:** City of New Brighton

**Date:** May 28, 2026

**From:** Bob Dietrich

**Valid:** 30 days

**Page:** 1 of 4

**Attn:** Erik Volk

**Re:** Wastewater SCADA Upgrade Phase 2 and 3

In Control, Inc. is pleased to provide our proposal for materials and services as part of the project referenced above.

This proposal is an update to Proposal # QS23102401-01 sent in 2023. Some of the work from that project has been completed. The remaining work for Phase 2 includes developing a new SCADA application to be installed on the new Wastewater SCADA Computer. We propose using VTScada instead of FactoryTalkView as originally proposed; the platform is our latest standard and provides for modern graphics and software development standards.

## Proposed Materials and Services

### Item 1 - Professional Engineering Services as the System Integrator

- A. One project manager will be assigned as a primary point of contact through project completion
- B. A project team consisting of up to (3) engineers will be assigned to the project
- C. Engineering review meetings will be conducted on a timely basis as required
- D. Industry best practices, proven control approaches and standardized objects will be implemented in the design, configuration, and development of the entire system
- E. PLC, OIT, and SCADA Programming is included and will be tested prior to start up
- F. As Built drawing updates will be provided electronically upon completion.



**Item 2 - Phase 2**

In Control will develop a VTScada application to replace the existing SCADA software. It will be installed on a VM provided by New Brighton IT. Networking to provide access to the application from a new computer will be by New Brighton IT. In addition, In Control will furnish and install a PLC for data concentration and an OIT for SCADA backup in the Maintenance Building Lift Station RTU Panel.

- A. VTScada – Dual Server Configuration Bundle License with Automatic Failover
  - 1. Redundant alarm notifications
  - 2. Custom reports
- B. Maintenance Building Lift Station RTU Panel
  - 1. CompactLogix 5380 PLC, 2 MB User Memory
  - 2. (2) 16 Channel Relay Output cards
  - 3. Thin Client with Integrated Screen for VTScada Redundant Server

**Item 3 - Phase 3**

In Control will furnish and install a new cellular radio and antenna at Lift Stations 1, 2-3, 7, and 8. The following materials will be used at each site:

- A. Sierra Wireless Cellular Radio
  - 1. AC Adapter
  - 2. DIN Rail Mounting Kit
- B. Proxicast Pro-Gain 4G/5G MIMO Antenna
- C. Jumper cables and surge arrestors

# Proposal Summary

### NET TOTAL PRICING:

The following prices apply to the proposed materials and services:

|                   |                      |
|-------------------|----------------------|
| Phase 2:          | \$ 87,522.00         |
| Phase 3:          | \$ 17,417.00         |
| <b>Net Total:</b> | <b>\$ 104,939.00</b> |

Sales and Use Taxes: Excluded  
 Freight: Included to project location, FOB shipping point

### TERMS:

30% Upon Order, 70% Upon Completion

### EXCLUSIONS:

Our proposal does not include the following:

- o Bonding, Permits, Licenses, or Fees of any kind
- o Removal, demolition, or disposal of existing equipment
- o Field installation of equipment, enclosures, instrumentation, or other products provided
- o Fasteners or mounts, wire, raceway, or fittings required for field installed products
- o Termination of any field wiring such as line power, control signals, instrumentation, etc.
- o Normal and customary items provided by a general or electrical contractor
- o Electrical Studies, Tests, or Inspections that are not detailed in this proposal
- o Network Media or Testing that are not defined in the scope of work detailed in this proposal
- o Any equipment or services that are not defined in the scope of work detailed in this proposal
- o Shipping costs to locations other than the primary project site

Thank you in advance for the consideration of our offer and for the opportunity to work together. Should you have any questions regarding this proposal, please contact me directly at your convenience. I look forward to hearing from you soon to secure and coordinate this project. This proposal is valid for thirty (30) days.

Best Regards,

**Bob Dietrich**  
 Technical Sales Engineer  
 Mobile: 715.690.3338  
 Office: 763.783.9500 x2004  
 E-Mail: bob.dietrich@incontrol.net

**ACCEPTANCE:** To accept this proposal please return a signed copy with purchase order. Thank you!

|                          |                                       |
|--------------------------|---------------------------------------|
| <b>Signature:</b> _____  | <b>Purchase Order:</b> _____          |
| <b>Print Name:</b> _____ | <b>Date:</b> _____                    |
| <b>Title:</b> _____      | <b>Proposal Number: QS26052001-02</b> |

## Standard Terms and Conditions of Sale

- 1. ENTIRE AGREEMENT** – These Standard Terms and Conditions of Sale (“Terms”) govern the goods and attendant services (“Work”) that In Control, Inc. (“In Control”) will provide to Purchaser pursuant to In Control’s Proposal attached hereto (“Proposal”). The Proposal, along with these Terms, constitute the sole and entire agreement between the parties with respect to the Work (the “Order”). This Order supersedes all prior understandings, discussions, representations, and warranties, both written and oral, regarding the Work. If Purchaser’s internal systems require it to issue a separate purchase order to accept this Order, then any additional or conflicting terms in Purchaser’s purchaser order are expressly rejected and will not in any way amend, alter, change, or negate these Terms. No change or modification to this Order is effective unless in writing and signed by each party.
- 2. TERMINATION** – Either party may terminate this Order for cause if the other party (i) materially breaches this Order; (ii) becomes insolvent or admits its inability to pay its bills as they become due; or (iii) files for or is forced into a bankruptcy, receivership, or liquidation. The party seeking to terminate this Order for cause will give the other party fourteen (14) days’ written notice and the other party will have 14 days to cure the stated default(s). If Purchaser desires to terminate this Order for its own convenience before final completion of the Work, Purchaser may do so, provided that Purchaser pays In Control (i) for all Work provided at In Control’s published rates before the termination date, (ii) all reimbursable expenses incurred before the termination date, (iii) for all equipment ordered before the termination date, and (iv) an early termination fee equal to ten percent (10%) of the remaining Work to be performed as of the termination date.
- 3. ATTORNEYS’ FEES** - If either party files a lawsuit to enforce this Order, the prevailing party in such lawsuit will be entitled to recover from the other party its reasonable attorneys’ fees, costs, and expenses incurred in connection with such lawsuit, as well as any appeal or enforcement of any judgment arising from the lawsuit.
- 4. INDEMNIFICATION / INSURANCE** - Purchaser will defend, indemnify, and hold harmless In Control from and against all claims, actions, proceedings, costs, expenses, losses and liability, including all reasonable attorneys’ fees, costs and expenses, arising out of or relating to goods or services not provided by In Control pursuant to this Order. These obligations include, but are not limited to, all product liability, personal injury, death, or property damage claims. These obligations will survive the termination or completion of the Work. Each party is responsible for obtaining and maintaining appropriate insurance coverages and endorsements necessary to ensure the provisions of this paragraph and other insurable obligations under this Agreement while the Work is being performed and for a reasonable time thereafter.
- 5. WAIVER OF CONSEQUENTIAL DAMAGES / LIMITATION OF LIABILITY** - In no event will In Control be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power incurred by Purchaser as a result of In Control’s Work. Unless otherwise agreed to in writing between the Purchaser and In Control, In Control will not accept liquidated damages. Furthermore, in no event will In Control’s total liability arising out of this Order exceed two (2) times the amount of the Net Total Pricing.
- 6. FORCE MAJEURE** – The parties agree that In Control will not be responsible or liable for any failure or delay in the performance of the Work arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, supply chain disruptions, accidents, acts of war or terrorism, civil or military disturbances, health crises, nuclear or natural catastrophes, acts of nature, and interruptions of utilities, communications or computer services, or other incidents shown to be outside of In Control’s control (each a “Force Majeure Event”). In Control agrees, however, to use all commercially reasonable efforts to mitigate a Force Majeure Event and resume performance of the Work as soon as practicable under the circumstances.
- 7. WARRANTY** – Unless other or more specific warranties are expressly set forth in the Proposal, In Control warrants that the Work will be of good quality, free from defects in material and workmanship, will conform to the specifications and drawings, and be suitable for their intended purpose. This standard warranty will be in force for eighteen (18) months after shipment or twelve (12) months from startup, whichever is shorter. Any remaining allotments for Purchaser or end owner/engineer-initiated changes and call-back expire with the warranty period and are not refundable. In Control reserves the right to terminate any warranty should Purchaser’s account be in arrears for more than thirty-one (31) days. Purchaser agrees that In Control’s warranties do not apply to any damages, delays, or interruptions caused by: (i) reasonable wear and tear; (ii) pre-existing conditions at site; (iii) accidental damage caused by Purchaser; (vi) intentional damage, misuse, or abuse caused by Purchaser or a third-party; or (v) any Force Majeure Event.
- 8. ESCALATION** – This Order is conditioned upon the ability of In Control to complete the Work at present prices for material and at the existing scale of wages for labor. If In Control is, at any time while the Work is being performed, unable to complete the Work at the present prices and wages, then the Net Total Pricing will be equitably adjusted by change order to compensate In Control for significant price increases. A significant price increase is defined as a change of ten percent (10%) or more for a Work item between the date of the Proposal and the date the applicable Work is performed.
- 9. PAYMENT TERMS** - The payment terms are net thirty (30) days upon invoice receipt. Any balance remaining over thirty-one (31) days beyond the invoice date will be subject to a 2.0% monthly service fee until paid. Should a payment default occur In Control reserves the right to stop all Work, including but not limited to startup of equipment, and terminate any existing warranty. All reasonable attempts will be made between both parties to resolve the disputed portions of any invoice within the payment terms. The entire Net Total Price will be invoiced in full upon shipment, unless specific terms are described in the Proposal. No retainage is allowed.
- 10. NONWAIVER** - The failure by In Control to enforce at any time, or for any period of time, any of the provisions hereof will not be a waiver of such provisions nor the right of In Control thereafter to enforce each and every such provision.
- 11. REMEDIES** - Remedies herein reserved to In Control will be cumulative and in addition to any other or further remedies provided in law or equity.
- 12. RELATIONSHIP OF PARTIES** – The relationship between the Parties is that of independent contractors. Nothing contained in this Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.



|                        |                       |
|------------------------|-----------------------|
| <b>Agenda Section:</b> | <b>Consent Agenda</b> |
| <b>Meeting Date:</b>   | <b>June 9, 2026</b>   |

**REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY**

**ITEM DESCRIPTION: Consider Approval of Excluded Gambling Bingo Application for Atonement Lutheran Church's Family Bingo Nights**

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

|                           |   |
|---------------------------|---|
| <b>Summary Statement:</b> | Atonement Lutheran Church is seeking an exempt permit to hold four Bingo nights throughout 2026 to bring the community together. This specific application for Bingo allows the applicant to conduct exempt bingo four times in a calendar year if they meet the specific state requirements, which Atonement does. The bingo events will be held at the church (1980 Silver Lake Rd NW) on 6/25/2026, 7/9/2026, 9/27/2026, and 10/22/2026. |
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|                         |  |
|-------------------------|--|
| <b>Recommendations:</b> | Approve their application by taking no action. |
|-------------------------|--|

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| <b>Applicable Deadlines:</b> | As their first Bingo event is in a few weeks, we want to process this application as soon as possible to give the State enough time to process the permit. |
|------------------------------|--|

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|--------------------------|--|
| <b>Community Impact:</b> | The upcoming series of four Bingo events at Atonement Lutheran will provide a valuable opportunity to foster social engagement, strengthen community ties, and promote inclusivity among residents of all ages. As a universally accessible game, Bingo encourages participation across generations, creating a welcoming space where long-time community members and newcomers alike can interact in a relaxed and enjoyable setting. These events will serve as a platform for building connections, |
|--------------------------|--|

|  |   |
|--|---|
|  | reducing social isolation, and enhancing the overall sense of belonging within the community. By offering a safe and structured environment for friendly competition, attendees can engage in positive social interactions that contribute to a stronger, more connected neighborhood. Additionally, these gatherings align with the City’s broader goal of supporting local initiatives that enhance social cohesion and community well-being. |
|--|---|

|                             |  |
|-----------------------------|--|
| <b>Legislative History:</b> | The City historically has supported local organizations in their exempt permits, particularly for community events and fundraisers. Gambling permits are issued by the Minnesota Gambling Control Board after City approval. |
|-----------------------------|--|

|                            |     |
|----------------------------|-----|
| <b>Strategic Priority:</b> | N/A |
|----------------------------|-----|

|   |  |   |    |
|---|--|---|----|
| <b>Fiscal Impact:</b>                                 | <table border="1"><tr><td>Financial Impact: Is there a financial consideration?</td><td>No</td></tr></table> | Financial Impact: Is there a financial consideration? | No |
| Financial Impact: Is there a financial consideration? | No   |   |    |

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| <b>Attachments:</b> |  |
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| <b>Agenda Section:</b> | <b>Consent Agenda</b> |
| <b>Meeting Date:</b>   | <b>June 9, 2026</b>   |

**REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY**

**ITEM DESCRIPTION: Consider Approval of Gambling Exempt Permit for Irondale Band Boosters' Duck Raffle Event**

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

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| <b>Summary Statement:</b> | The Irondale Band Boosters are seeking approval of a gambling exempt permit to conduct a raffle at the annual Duck Raffle on August 9th, 2026 at Stockyard Days. They have submitted all required documentation for this exempt permit. If approved, their Gambling Exempt Permit application will be sent to the State with their fee for final approval. |
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| <b>Recommendations:</b> | Approve Gambling Exempt Permit for St. John the Baptist Church's Duck Raffle on August 9, 2026 at Stockyard Days |
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| <b>Applicable Deadlines:</b> | None |
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| <b>Community Impact:</b> | The Irondale Band Boosters support students in the Irondale High School music program by funding equipment, travel, and educational opportunities that otherwise fall outside the school budget. Their fundraising, including the annual Duck Raffle at Stockyard Days, helps ensure that students from a range of economic backgrounds can fully participate in music education. While the permit request is for a charitable gambling activity, the purpose aligns with broader community goals of equitable access to extracurricular enrichment and student development. |
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| <b>Legislative History:</b> | Gambling Exempt Permits, once approved by the City, go to the Minnesota Gambling Control Board for final approval. |
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| <b>Strategic Priority:</b> | N/A |
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| <b>Fiscal Impact:</b> | Financial Impact: Is there a financial consideration? |    |
|                       |   | No |

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| <b>Attachments:</b> |  |
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| <b>Agenda Section:</b> | <b>Consent Agenda</b> |
| <b>Meeting Date:</b>   | <b>June 9, 2026</b>   |

**REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY**

**ITEM DESCRIPTION: Consider Approval of Gambling Exempt Permit for Irondale Marching Band's Annual Mega Raffle Event**

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

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| <b>Summary Statement:</b> | The Irondale Band Boosters are seeking approval for a gambling exempt permit for their annual Mega Raffle fundraiser on September 28th, 2026 at Irondale High School for the Irondale Marching Band. They have submitted all required documentation for this exempt permit. If approved, their Gambling Exempt Permit application will be sent to the State with their fee for final approval. |
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| <b>Recommendations:</b> | Approve Gambling Exempt Permit for St. John the Baptist Church's Mega Raffle on September 28, 2026 |
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| <b>Applicable Deadlines:</b> | Tickets for this raffle drawing will be sold this summer, so the sooner Band Boosters has their specific permit number, the sooner they can start selling tickets to maximize the fundraiser's effectiveness. |
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| <b>Community Impact:</b> | The Irondale Band Boosters support students in the Irondale High School music program by funding equipment, travel, and educational opportunities that otherwise fall outside the school budget. Their fundraising, including the annual Mega Raffle at Irondale High School, helps ensure that students from a range of economic backgrounds can fully participate in the robust Marching Band program. While the permit |
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|  | request is for a charitable gambling activity, the purpose aligns with broader community goals of equitable access to extracurricular enrichment and student development. |
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| <b>Legislative History:</b> | Gambling Exempt Permits, once approved by the City, go to the Minnesota Gambling Control Board for final approval. |
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| <b>Strategic Priority:</b> | N/A |
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| <b>Fiscal Impact:</b> | Financial Impact: Is there a financial consideration? |    |
|                       |   | No |

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| <b>Attachments:</b> |  |
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| <b>Agenda Section:</b> | <b>Consent Agenda</b> |
| <b>Meeting Date:</b>   | <b>June 9, 2026</b>   |

**REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY**

**ITEM DESCRIPTION: Consider Authorizing staff to enter into an agreement with the Minnesota Department of Natural Resources for the ReLeaf Grant**

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

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| <b>Summary Statement:</b> | <p>The City of New Brighton has actively managed the impacts of Emerald Ash Borer (EAB) through tree removals, replacement plantings, and urban forest management initiatives. In 2025, the Minnesota Department of Natural Resources announced the ReLeaf Grant Program to support community forestry projects that improve canopy health, increase climate resilience, and address inequities in urban tree canopy distribution. The City submitted an application focused on proactive tree maintenance and assistance for low-income residents impacted by tree disease such as EAB.</p> <p>The grant provides up to \$110,000 in reimbursement funding through June 30, 2027. Grant funds will be used for:</p> <ul style="list-style-type: none"> <li>• Approximately \$75,000 for contracted tree pruning along city streets, boulevards, and park areas, representing roughly 20% of the City's public tree network.</li> <li>• Approximately \$35,000 for a low-income ash tree removal and replacement assistance program to help qualifying residents address hazardous ash trees on private property and re-establish canopy cover with climate-resilient tree species.</li> </ul> <p>City staff time associated with administration, inspections,</p> |
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|  | communication, and reporting will be provided as in-kind support. No additional budget amendment is required at this time. |
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| <b>Recommendations:</b> | Authorize staff to enter into an agreement with the Minnesota Department of Natural Resources (DNR) ReLeaf Grant in the amount of \$110,000. |
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| <b>Applicable Deadlines:</b> | June 15, 2026 |
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| <b>Community Impact:</b> | <p>Acceptance of the ReLeaf Grant will provide significant environmental, public safety, and equity benefits to the New Brighton community. Grant funding will allow the City to proactively prune approximately 20 percent of its public tree network, improving tree health, reducing hazards along streets and sidewalks, and extending the useful life of the City's urban forest.</p> <p>The grant will also expand assistance to low-income homeowners impacted by Emerald Ash Borer by helping offset the cost of removing hazardous ash trees and replacing them with diverse, climate-resilient species. This investment helps preserve tree canopy, improve neighborhood aesthetics, and ensure that the benefits of trees, including shade, stormwater management, air quality improvements, and energy savings, remain accessible to all residents regardless of income.</p> <p>Approximately half of the project activities will occur within DNR-designated priority areas, helping address disparities in canopy cover and environmental benefits. The project supports the City's long-term sustainability goals, strengthens community resilience to climate change, and advances efforts to maintain a safe, healthy, and diverse urban forest for future generations.</p> |
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| <b>Legislative History:</b> | N/A |
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| <b>Strategic Priority:</b> | <u>Financial Sustainability</u><br><u>City Assets</u><br><u>Community Engagement &amp; Belonging</u> |
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| <b>Fiscal Impact:</b> | <b>Financial Consideration?</b> | <u>Yes</u> |
|                       | Revenue/Expenditure Amount:     | \$110,000  |
|                       | Financing Source:               | Grant      |
|                       | Notes:                          |            |

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| <b>Attachments:</b> | 1. | Draft Agreement |
|                     | 2. | all exhibits    |



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This Grant Contract Agreement is between the State of Minnesota, acting through its Department of Natural Resources, Division of Forestry, 500 Lafayette Road, St. Paul, MN 55155 ("State") and City of New Brighton, 400 10th Street NW, New Brighton, MN 5110. ("Grantee").

### Recitals

Under Minnesota Statutes §84.026, §84.085, Subd. 1, §84.705, §88.82, and MN Session Laws - 2025, 1st Special Session, Chapter 1, Article 1, Section 3, Subdivision 4 (g) the State is empowered to enter into this Grant Contract Agreement. The State is in need of enhancing community forest ecosystem health and sustainability. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Contract Agreement to the satisfaction of the State.

### Grant Contract Agreement

#### 1 Term of Grant Contract Agreement

**1.1 Effective Date.** May 18, 2026, or the date the State obtains all required signatures, whichever is later.

Per [Minnesota Statutes § 16B.98, Subd. 5](#), the Grantee must not begin work until this Grant Contract Agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.

Per [Minnesota Statutes § 16B.98 Subd. 7](#), no payments will be made to the Grantee until this Grant Contract Agreement is fully executed.

#### 1.2 Expiration Date.

- A. June 30, 2027, or, in the event this Grant Contract Agreement is continued by way of amendment or new agreement, the date the amendment or new agreement is fully executed, whichever is later. In the event an amendment or new agreement is not fully executed within 60 calendar days of the stated expiration date, this grant agreement will expire on August 30, 2027.

**1.3 Survival of Terms.** The following clauses survive the expiration or cancellation of this Grant Contract Agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

#### 2 Specifications, Duties, and Scope of Work

- The parties will perform the services outlined in Exhibit A: Grant Project Deliverables.
- The Grantee will comply with the required grants management policies and procedures set forth through Minn. Stat. §16B.97, subd 4 (a)(1), and M.L. 2025, First Special Session, Chapter 1

- The Grantee agrees to complete the program in accordance with the approved budget to the extent practicable and within the program period specified in the grant contract agreement. Any material change in the grant contract agreement shall require an amendment by the State (see Section 9.2).
- The grantee shall be responsible for the administration supervision, management, record keeping, and program oversight required for the work performed under this agreement. · The Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this agreement, the Grantee shall monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative. The Grantee must sign and return Attachment C, Conflict of Interest Disclosure, when countersigning this agreement.

### 3 Time

The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence and failure to meet a deadline date may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the Grant Contract Agreement. The Grantee is required to perform all the duties cited within clause two "Specifications, Duties, and Scope of Work" within the grant period. The State is not obligated to extend the grant period.

### 4 Consideration and Terms of Payment

The consideration for all services performed by the Grantee pursuant to this Grant Contract Agreement shall be paid by the State as follows:

- 4.1 Compensation.** The total obligation of the State under this Grant Contract Agreement, including all compensation and reimbursements, is not to exceed \$110,000.00, which shall be paid in accordance with the terms outlined in Exhibit A: Grant Project Deliverables, which is attached and incorporated into this Grant Contract Agreement.
- 4.2 Administrative Costs.** Grantee administrative costs must be necessary and reasonable.
- 4.3 Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee because of this Grant Contract Agreement will not exceed \$0.00. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of Minnesota Management and Budget.
- 4.4 Invoices.** Payments shall be made by the State after the Grantee's presentation of invoices for services satisfactorily performed and the written acceptance of such services by the State's Authorized Representative. Invoices shall be submitted timely, with additional details as requested by the State, and according to the following schedule in Exhibit A: Grant Project Deliverables
- 4.5 Unexpended Funds.** The Grantee must promptly return to the State any unexpended funds that have not been accounted for in a financial report to the State.

## 5 Conditions of Payment

All services provided by the Grantee under this Grant Contract Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

## 6 Contracting and Bidding Requirements

The Grantee is required to comply with [Minnesota Statutes § 471.345, Uniform Municipal Contracting Law](#).

- 6.1 The Grantee and any subrecipients must comply with prevailing wage rules per [Minnesota Statutes §§ 177.41 through 177.50](#), as applicable.
- 6.2 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: [Suspended and Debarred Vendors, Minnesota Office of State Procurement](#).
- 6.3 The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

## 7 Authorized Representatives

- 7.1 The State's Authorized Representative is Rachael Dvoracek MN DNR Forestry, 500 Lafayette Road, St Paul MN 55155, 651-396-0031, rachael.dvoracek@state.mn.us, or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Contract Agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.
- 7.2 The Grantee's Authorized Representative is Jennifer Fink, Director of Parks & Recreation jennifer.fink@newbrightonmn.gov, 651-638-2126 or their successor. If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify the state.
- 7.3 The Grantee must clearly post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.

## 8 Assignment, Amendments, Waiver, and Contract Complete

- 8.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Contract Agreement without the prior consent of the State and a fully executed agreement, executed and approved by the authorized parties or their successors.
- 8.2 **Amendments.** Any amendment to this Grant Contract Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Contract Agreement or their successors.

**8.3 Waiver.** If the State fails to enforce any provision of this Grant Contract Agreement, that failure does not waive the provision or its right to enforce it.

**8.4 Contract Complete.** This Grant Contract Agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

## **9 Subcontracting and Subcontract Payment**

**9.1** A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.

**9.2** The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, [Minnesota Statutes § 16B.97, Subd.4 \(a\) \(1\)](#) and other relevant statutes and regulations; and that subaward performance goals are achieved.

**9.3** During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.

**9.4** No subagreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.

**9.5** The Grantee must pay any subrecipient in accordance with [Minnesota Statutes § 16A.1245](#).

**9.6** The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

## **10 Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from performance of this Grant Contract Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Contract Agreement.

## **11 State Audits**

Under [Minnesota Statutes § 16B.98, Subd. 8](#), the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Contract Agreement are subject to examination by the Commissioner of Administration, the State granting agency, the State Auditor, the Attorney General, and the Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Grant Contract Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

## 12 Government Data Practices and Intellectual Property Rights

**12.1 Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minnesota Statutes Chapter 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minnesota Statutes § 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

### 12.2 Intellectual Property Rights.

A. **Intellectual Property Rights.** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant contract agreement. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant contract agreement. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant contract agreement. The Documents will be the exclusive property of the State, and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant contract agreement. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

The federal awarding agency may receive royalty-free, non-exclusive and an irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so as noted in [2 CFR 200.315](#).

#### B. Obligations.

- i. Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- ii. Representation. The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property

rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

### **13 Workers Compensation**

The Grantee certifies that it is in compliance with [Minnesota Statutes § 176.181, Subd. 2](#), pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

### **14 Governing Law, Jurisdiction, Venue**

Venue for all legal proceedings out of this Grant Contract Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

### **15 Termination**

#### **15.1 Termination by the State.**

##### **A. Without Cause.**

The State may terminate this Grant Contract Agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

##### **B. With Cause.**

The State may immediately terminate this Grant Contract Agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

#### **15.2 Termination by the Commissioner of Administration.**

The Commissioner of Administration may immediately and unilaterally terminate this Grant Contract Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

#### **15.3 Termination for Insufficient Funding.**

The State may immediately terminate this Grant Contract Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Grant Contract Agreement. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available.

In the event of temporary lack of funding or appropriation, the State may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume.

The State will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving notice.

## **16 Publicity and Endorsement**

**16.1 Publicity.** Any publicity pertaining to the services resulting from this Grant Contract Agreement shall identify the State as the sponsoring agency. Publicity includes, but is not limited to: websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others or any subcontractors. All projects primarily funded by state grant appropriations must publicly credit the State, including on the grantee's website, when practicable.

**16.2 Endorsement.** The Grantee must not claim that the State endorses its products or services.

**16.3 Signage.** Any site funded by this grant contract shall display a sign at a prominent location at the entrance to the site and in a form approved by the State that acknowledges funding through this grant.

## **17 Data Disclosure**

Under [Minnesota Statutes § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

**18 Use of Funds as Match to Other Grants or Programs.** The Grantee must inform the State’s Authorized Representative whenever the grant funds will be used as match or for reimbursement for any other grant or program.

**18.1** The Grantee must inform the State’s Authorized Representative or their grant specialist of the following information: grant program, grant name, the amount of grant or match funds to be used, location where funds were or will be used, activity the funds will support, and current landowner (if applicable).

**18.2** The Grantee must also inform the State’s Authorized Representative before work begins if the new grant or program will add any encumbrances to state land where grant or match funds will be spent.

**19 Americans With Disabilities Act.** The Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design.

**20 Non-Discrimination Requirements.** No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

**20.1** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities.

**20.2** Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.

**20.3** The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance.

**20.4** Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.

**20.5** Any other applicable non-discrimination law(s).

## **21 Reporting Requirements**

Provide a progress report to the State’s Authorized Representative in the format explained in Exhibit A with the final invoice.

## **22 Invasive Species Prevention.**

Grantees must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant contract agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (p. 5-8) of Operational Order 113 which may be found here: [Link to Operational Order 113 \(http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder\\_113.pdf\)](http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf)

### **23 Pollinator Best Management Practices.**

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statutes, section 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: [Link to Specific Pollinator Best Management Practices for DNR Grants and Contracts \(http://files.dnr.state.mn.us/natural\\_resources/npc/bmp\\_contract\\_language.pdf\)](http://files.dnr.state.mn.us/natural_resources/npc/bmp_contract_language.pdf).

### **24 Monitoring.**

The state shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.

Following closure of the program, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained, and that no conversion of use has occurred.

### **25 Minnesota Historical Sites Act and Minnesota Field Archaeology Act**

For projects involving land acquisition and/or construction, the State Historic Preservation Office must review the project to determine if the site is a potential location for historical or archeological findings. If the State Historic Preservation Office determines that a survey is required, the survey would need to be completed, review and approved prior to any site disturbance for development projects and prior to the final reimbursement of the grant funds for acquisition projects.

## Exhibits

The following Exhibits are attached and incorporated into this Grant Contract Agreement. In the event of a conflict between the terms of this Grant Contract Agreement and its Exhibits, or between Exhibits, the order of precedence is first the Grant Contract Agreement, and then in the following order:

**Exhibit A: Grant Project Deliverables**

**Exhibit B: 3-Year Tree Establishment Plan**

**Exhibit C: Requirements for DNR Grantees**

**Exhibit D: Conflict of Interest Statement**

DRAFT

## Grant Contract Agreement Signature Page

### State Encumbrance Verification

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

Print Name: Donna Edelman \_\_\_\_\_

Signature: \_\_\_\_\_

Title: Grants and Contract Specialist Date: \_\_\_\_\_

SWIFT Contract No. 290044 / 3-299136 \_\_\_\_\_

### State Agency

*With delegated authority*

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

Signature: \_\_\_\_\_

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

### Grantee

*With delegated authority*

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

Signature: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

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

## Exhibit A: Grant Project Deliverables

2025 ReLeaf Grants

City of New Brighton Deliverables

Grant Sum Total: \$110,000.00

### **RISK MITIGATION**

If changes occur to grantee's organization during the grant period such as key personnel or financial status, grantees must notify their UCF grant administrator as soon as possible. Changes to grantee status, and/or information provided through reporting, may result in changes to risk mitigation plan.

### **Grant Contact Deliverables**

Trees Pruned: 20% of boulevard, alley ways and sidewalk tree population

5 to 20 private properties removals and replacements

Communications: posts on city website, city newsletter, social media, printed flyers, targeted outreach to residents via mailers, and partnerships with local organizations.

*Regardless of requests for reimbursement, a written update must be submitted by each reporting deadline, to ensure project is moving forward and on track to completion. Add written reports below corresponding to each reporting date:*

June 8, 2026 Update:

December 8, 2026 Update:

June 30, 2027 FINAL REPORT:

*As work is completed, thoroughly address all applicable bullet points below. Add in the date of reporting (i.e. 12/1/2026) and change the font color of your update to red, to show where information has been added. Continually add to this document over the lifetime of your grant, making sure that all bullet points are addressed by the time of the grant's completion.*

*Work with DNR to fully execute and report on the impacts of the work plan by meeting the requirements as negotiated:*

### **Priority**

Consistent with legislative direction, priority for ReLeaf Grant awards was given to projects located in a census block group with a supplemental demographic index score in the 70<sup>th</sup> percentile or higher within the state of Minnesota and the justification of Priority Area focus methodology.

*The supplemental demographic index is a combination of five socioeconomic factors averaged together for each Census block group. The supplemental demographic index can provide an additional perspective on potential community vulnerability. The formula is as follows: supplemental demographic index = (% low-income + % persons with disabilities + % less than high school education + % limited English speaking + low life expectancy) / 5.*

The Priority Area map can be accessed through the DNR website, or by clicking [here](#).

Percent project occurs within Priority Area: 50 %

## **Project Overview and Need**

The City of New Brighton is seeking \$110,000 through the ReLeaf Grant to preserve and strengthen its urban forest through two coordinated initiatives: citywide tree trimming and an expanded low-income ash tree removal and replacement program. Together, these activities will improve public safety, increase canopy health, and ensure that residents—especially those facing financial barriers—benefit from a resilient, well-maintained tree canopy.

**Citywide Tree Trimming (\$75,000):**The City maintains an extensive boulevard and park tree system that requires ongoing maintenance to remain healthy and safe. Staff have been focused almost exclusively on removing ash trees affected by emerald ash borer, leaving limited capacity for preventive pruning. This grant will fund a contractor to complete approximately ten miles of trimming along streets and sidewalks, representing about 20 percent of the City’s network. Roughly half of this work will occur within Priority Census Tracts. Completing this work will restore the City to a sustainable five-year pruning cycle, reducing hazards, extending tree lifespan, and protecting long-term canopy investment.

**Expanded Low-Income Tree Removal and Replacement Program (\$35,000):**Many residents cannot afford the cost of removing and replacing hazardous ash trees on private property. The City will expand its pilot program to assist low-income homeowners, increasing available funding to support additional properties. Based on market rates, this program will support approximately 7 to 25 removals and replacements. Each tree removed will be replaced with a climate-ready species to maintain canopy cover and improve diversity.

Without this grant, proactive pruning would continue to be delayed, increasing long-term maintenance costs and safety risks. Low-income residents would remain unable to address hazardous trees, resulting in continued canopy loss and increased inequity in access to tree benefits.

## **Project Timeline**

- **May 2026 | Grant Execution + Project Launch**
  - Grant agreement execution (anticipated May 2026)
  - Project kickoff and internal coordination
  - Finalize priority work locations, scope, and contractor scheduling
  - Begin resident communication related to the low-income tree removal assistance program
- **June 2026 | Begin Implementation + Check-In #1**
  - Start contracted tree trimming work (as scheduled/seasonally appropriate)
  - City oversight, coordination, inspections, and documentation begin
  - Begin low-income tree removal assistance program workflow (eligibility verification, intake, scheduling)
  - June 8, 2026: Reporting and reimbursement check-in
- **June–November 2026 | Primary Work Window**
  - Continue contracted trimming and forestry maintenance
  - Continue low-income tree removal assistance coordination and completion of eligible removals
  - Ongoing documentation and tracking for reimbursement
- **December 2026 | Check-In #2**
  - Compile progress documentation and reimbursement materials for completed work
  - Confirm remaining work plan and schedule winter/spring tasks as needed
  - December 8, 2026: Reporting and reimbursement check-in

- January–June 2027 | Project Completion + Closeout
  - Complete remaining trimming/removals and any spring planting (if needed)
  - Final documentation and reconciliation of expenditures and match
  - June 30, 2027: Final report and final reimbursement request (project closeout)

**Project Budget Explanation**

Project Budget Explanation

The City of New Brighton is requesting \$110,000 through the ReLeaf Grant to support three coordinated urban forestry initiatives: citywide tree trimming, targeted tree planting in manufactured home parks, and a low-income ash tree removal and replacement program. The budget reflects realistic costs based on recent contractor bids, staff experience, and comparable work completed in nearby communities.

Citywide Tree Trimming – \$75,000

Funding will be used to hire a professional tree contractor to complete maintenance pruning along approximately ten miles of city streets, boulevards, and park areas. This represents about 20 percent of the City’s street network and will restore the urban forest to a sustainable five-year pruning rotation. Costs include contractor labor, equipment, traffic control, and debris removal. The City will provide in-kind staff support for oversight, inspection, and reporting, which is not charged to the grant.

Low-Income Tree Removal and Replacement Program – \$35,000

This pilot program will assist low-income homeowners with the removal and replacement of hazardous ash trees on private property. Based on market rates, removals range from \$1,000 to \$5,000 per tree, allowing approximately 5 to 20 properties to participate. Each tree removed will be replaced with a diverse, climate-ready species. The goal would be for residents to replant the trees themselves. Should they not be able to, an ISA arborist would plant them.

No other federal or state funds are being used for this project. The City will provide staff time for administration, communication, and maintenance as in-kind support valued at approximately \$10,000. Contractor pricing will be obtained through a competitive quote process to ensure cost effectiveness.

“Low-income” residents are defined as households at or below 200 percent of the federal poverty level, verified through income-based programs such as SNAP, WIC, LIHEAP, Section 8, or Medicaid.

While eligibility for the program is defined as households at or below 200 percent of the federal poverty level, the City intends to implement a tiered assistance model to better reflect the range of financial need within the community. Households with the greatest financial need may receive a higher percentage of cost coverage, while households closer to the eligibility threshold may receive partial assistance. This approach allows the City to maximize the number of residents served while ensuring that limited grant funds are distributed in an equitable and impactful manner.

**Community Engagement and Impact**

The City of New Brighton designed this project to intentionally serve residents who reflect DNR Priority Area characteristics, including low-income households, individuals with disabilities, residents with limited English proficiency, and those with limited access to tree care resources. Approximately half of project activity will occur within Priority Census Tracts identified by the DNR and MPCA, where residents experience greater socioeconomic and environmental vulnerability.

For this project, low-income households are defined as those at or below 200 percent of the federal poverty level or who participate in programs such as SNAP, WIC, LIHEAP, Section 8, or Medicaid. The City will implement a tiered assistance model, prioritizing households with the greatest need while still offering partial support to those near the eligibility threshold.

#### Engagement Approach

The City will partner with Northeast Youth and Family Services, the New Brighton Lions Club, and local faith communities to identify and connect with eligible households. Outreach materials will be available online and in print, written in plain language, and translated as needed. The City will provide direct assistance with applications, including help with eligibility verification, to reduce barriers for residents with limited time, mobility challenges, or familiarity with government programs. Program information will also be included in notices sent to property owners when ash trees are identified for removal, ensuring timely and relevant outreach.

#### Incorporating Community Input

The City will work directly with participating households to inform tree replacement decisions, including species selection and planting location where feasible. Feedback gathered through participation and partner organizations will be used to refine outreach and improve accessibility.

This project advances canopy equity by prioritizing households with financial and access barriers and neighborhoods with disproportionate canopy loss. It will improve safety, expand shade, and support long-term community health.

#### **Communications**

The City of New Brighton will implement a clear and coordinated communication strategy to inform residents about the ReLeaf Grant project, promote participation, and increase awareness of the importance of tree maintenance and emerald ash borer (EAB) management. The City's goal is to ensure that all residents, especially those living in Priority Areas, understand how to access resources, benefit from project activities, and contribute to long-term canopy health.

#### Communication Channels

Information about the project will be shared through multiple platforms to reach a broad audience. The City's website will serve as the central hub for project updates, application materials, and educational resources. Regular articles will appear in the quarterly City newsletter mailed to all households and through social media on Facebook, Instagram, and LinkedIn. Printed flyers will be distributed at the Community Center, library, City Hall, and within manufactured home parks to ensure outreach reaches residents without internet access.

#### Targeted Outreach

To reach households most affected by EAB, the City will include project information in every notice sent to properties with tagged ash trees. These mailings will outline the low-income removal and replacement program, provide educational materials about canopy care, and direct residents to City resources. The City will also partner with local organizations such as Northeast Youth and Family Services, the New Brighton Lions Club, and faith communities to share information in newsletters and community postings.

#### Education and Awareness

Throughout the project, staff will provide education on tree care, the 20-10-5 diversity guideline, and the benefits of planting climate-ready species. Communication will highlight how pruning and planting contribute to safety, shade, and environmental equity. Progress updates will include before-and-after photos, maps of completed work, and testimonials from participating residents.

#### Long-Term Impact

Clear, accessible, and consistent communication will help residents feel ownership of their urban forest. The City's multi-channel strategy ensures that residents of all backgrounds are informed and engaged, building understanding of EAB management, canopy equity, and long-term urban forestry goals for New Brighton.

#### **Key Personnel**

Jennifer Fink, CPRP – Director of Parks and Recreation (Grant Administrator)

Jennifer will serve as project lead and grant administrator. She holds a degree in Business Administration and is a Certified Parks and Recreation Professional with over 20 years of experience in parks and recreation management, capital improvement planning, and community engagement. Jennifer has successfully administered multiple state and federal grants, including DNR and MPCA-funded projects, and will oversee coordination, reporting, budgeting, and communication with the Minnesota Department of Natural Resources.

Mike Schute – Park Superintendent

Mike has served the City of New Brighton for more than 20 years and oversees daily operations of the park system, including forestry, grounds maintenance, and infrastructure projects. He will coordinate field operations for the pruning and planting components of this project and ensure all contractor work meets City and DNR standards. Mike has extensive experience supervising large-scale maintenance and planting efforts, managing City crews, and collaborating with contractors and volunteers.

Jim Veiman – City Forester

Jim is a certified tree inspector and oversees the City's forestry operations, tree inventories, and emerald ash borer management program. He will provide technical expertise for all tree-related work, including species selection, planting oversight, and documentation of completed pruning and removals. Jim will also ensure that all work follows EAB management best practices and the 20-10-5 species diversity guideline.

Hue Schlieu – DEI Coordinator Hue holds the position of Diversity, Equity, and Inclusion Coordinator for the City of New Brighton. She is staff liaison to the Equity Commission. Hue will coordinate inclusive outreach, ensure communication meets accessibility needs.

#### Contracted Services

The City will solicit bids from qualified contractors for citywide pruning and tree removals. Contractors will be required to have International Society of Arboriculture (ISA) Certified Arborists on staff and demonstrate experience with municipal tree care, safety compliance, and traffic control procedures. Contractors must follow ANSI A300 pruning standards, OSHA safety regulations, and provide proof of liability and workers' compensation insurance.

## Grant Requirements

All components and requirements within the Request for Application must be adhered to.

### **TREE REMOVALS AND PLANTING**

- Planting trees can take place without removal.
- Tree removals from boulevards and parks, must be replaced at least one-for-one (i.e., at least one tree planted for every tree removed), and trees must be replanted at the same location of the removal whenever possible and feasible.
- Tree removals conducted in park woodlands:
  - For the purposes of this grant, park woodlands are defined as publicly owned spaces that, beyond trail creation or access, are not regularly mowed.
  - Removals in woodlands need to be mitigating a public safety concern or to address degraded ecosystems.
  - Removals must meet a minimum of one tree planted for five trees removed.
- Tree planting projects must follow the best practices set in [A Pocket Guide to Planting Trees](#).
- Tree planting projects must identify the tree species to be planted; site location(s); and number, and type/size of planting stock:
  - Trees planted must be a climate-adapted species to Minnesota.
  - The species identified for planting must increase the diversity of the community's tree canopy and advance the goal of working toward the 20-10-5 guidelines, meaning a community has no more than 20% of their trees within a single family, no more than 10% of their trees within a single genus, and no more than 5% of their trees within a single species. Numbers derived from the Minnesota Department of Natural Resources 2020 Rapid Assessment will be used unless an updated inventory is provided. For your community this means grant funds cannot be spent on purchasing:
    - *Acer* (maple): 24%
    - *Picea* (spruce): 17%
    - *Thuja* (Northern White Cedar): 12%
  - Tree species listed on the [Minnesota Invasive Terrestrial Plants](#) list are not eligible for grant expenses, including Amur cork tree, Amur maple, autumn olive, black locust, buckthorn, Norway maple, Russian olive, Siberian elm, and tree of heaven.
  - Species list for trees to be planted must be submitted to and approved by DNR prior to planting.
  - Species list and numbers can be amended following the submission of tree inventory/survey data.
  - Tree stock must meet [ANSI Z-60.1](#) and can be:
    - ¾-2 inch caliper bareroot,
    - a container class size #20 or smaller, or
    - balled and burlapped trees smaller than 2.5" caliper ([MNDOT Certified Landscape Specialist](#) training required by planting organization in order for B&B trees to be eligible).
    - Flexibility is possible in instances where desired stock is unavailable.
    - DNR recommends trees be purchased with a one-year warranty.

- All trees removed and planted on public property must be mapped and submitted as shapefiles, with the planted trees identified by species. If your community does not have access to shapefile-generating software, please contact the DNR at [ucf.dnr@state.mn.us](mailto:ucf.dnr@state.mn.us) to discuss options for addressing this requirement.
- Projects that incorporate tree planting must submit a 3-year establishment plan with application.

### **RESIDENTIAL TREE CARE**

- Work conducted on residential property must be completed by residents (tree planting only), or by tree care companies holding liability insurance and with a [MNDOT Certified Landscape Specialist](#), [International Society of Arboriculture \(ISA\) Certified Arborist](#) on staff, or [Tree Care Industry Association \(TCIA\)](#) accreditation, or equivalent certification.
- A link to, or paper copy of, the Forest Service’s Tree Owner’s Manual ([English](#) / [Spanish](#)) must be provided to residents receiving a newly planted tree.
- For activities on residential land, a formal agreement between the resident and the Community Tree Planting Grant recipient is required. Each residential agreement must contain the following language:
  - *The State of Minnesota is released from any liability associated with work completed on private property.*
  - *Access is granted by the landowner for all planned activities within agreement; this may include, but is not limited to, planting, follow-up maintenance, monitoring, or other on-site work.*
  - *I will plant and care for my tree according to the Tree Owner’s Manual for as long as it is within my right to do so.*

### **Requesting Reimbursement and Reporting**

Accomplishment reports must be submitted by the following deadlines: Update - June 8, 2026; Update - December 8, 2026 Update; Final Report - June 30, 2027.

*If two successive updates are missed, DNR staff will contact grantee requesting a grant progress update and explanation of why grant reporting has been late. If a report is not received within 60 days of the request, DNR will assume work is not being conducted and begin steps to close-out the grant contract and reallocate funds. This may result in a grant agreement being closed out early, and DNR staff noting in the grant closeout report the lack of performance and contract compliance by the grantee.*

*If within two successive updates necessary progress has not been made in accomplishing work within the grant contract, DNR staff may request a meeting to discuss why progress is not being made and may begin steps to close-out the grant contract and reallocate funds. This may result in a grant agreement being closed out early, and DNR staff noting in the grant closeout report the lack of performance and contract compliance by the grantee.*

The following documentation is required to obtain reimbursement unless specifically described.

- Partial payment form along with invoices and proof of payment for grant-funded purchases,
- Cash Match form along with proof of payment (as applicable), and
- In-Kind Match form (as applicable)
- Accomplishment reports will include grant contract deliverables and their impacts

- Photo documentation of the project’s progress at appropriate phases, and illustrations, diagrams, charts, graphs, and maps to show results
- All trees removed, stumps ground (if not connected to a removed tree), and planted will be mapped and submitted as shapefiles, with the planted trees identified by species and size, to obtain grand fund reimbursement. If your community does not have access to shapefile-generating software, please notify your DNR Urban and Community Forestry Team Member, and they will work to assist you. Maps must:
  - Identify the location of trees that have been removed
  - Identify the location of stumps that have been ground
  - Identify the location and species of trees that have been planted

All complete reimbursement requests received by the deadlines will be reviewed by DNR staff. Provided that the grantee is in compliance with all terms of the Request for Application and grant contracts, verified project activities and eligible expenses will be reimbursed up to 90%, with 10% retained until the project is completed.

Accommodations may be offered in select circumstances, and in accordance with Office of Grants Management policies, at the discretion of the agency. Please reach out to DNR staff at [ucf.dnr@state.mn.us](mailto:ucf.dnr@state.mn.us) for more information on requesting accommodations.

Following the submission of invoices and accomplishment reports, a compliance check will be conducted by Minnesota Department of Natural Resources staff. Staff will do a site evaluation ensuring that grant work has been properly completed including tree removals are accurately reported on and stump grinding was complete if applicable, tree species submitted on maps are correctly identified and planted in accordance with the standards set in the Minnesota Department of Natural Resources [Pocket Guide to Planting Trees](#), trees treated are properly tagged and identified, etc.

### **Ineligible Project Expenses**

Ineligible project expenses include, but are not limited to:

- Costs incurred prior to the start date of the fully executed grant agreement.
- Purchase of trees listed on the [Minnesota Noxious Weed List](#), or the DNR’s [Invasive Terrestrial Plants List](#), including Amur cork tree, Amur maple, autumn olive, black locust, buckthorn, Norway maple, Russian olive, Siberian elm, and tree of heaven.
- Purchase of balled and burlapped trees larger than 2.5” caliper, containerized trees larger than #20, or bareroot trees greater than 2” caliper diameter.
- Purchase of tree species in a genus that already makes up 10% or more of the community’s trees or in a family that makes up 20% or more of the trees.
- Purchase of plants other than trees, such as shrubs, living ground covers, sod, grass seed, and flowers.
- Purchase of land or easements.
- Major soil purchases, grade changes or construction.
- Capital expenditures (items with a unit cost of \$5,000 or more), such as buildings, motor vehicles, trails, or other permanent structures.
- Experimental practices not approved by DNR.

Questions about additional eligible or ineligible expenses can be directed to [ucf.dnr@state.mn.us](mailto:ucf.dnr@state.mn.us).

### **Grant Performance**

Grant performance will be reviewed on timeliness, budget management, reporting and documentation, meeting outcomes and deliverables, responsiveness and communication, and acknowledgement and reflection on grant performance. This information may be considered during future grant application and award processes.

### **Acknowledgments**

#### ***Minnesota Department of Natural Resources***

The Minnesota Department of Natural Resources needs to be acknowledged in publications, audiovisuals, and electronic media developed as a result of this award.

- Including any publications or outreach materials related to this grant or agreement, a statement of affiliation with Minnesota Department of Natural Resources, e.g., “This publication made possible through a grant from the Minnesota Department of Natural Resources.” OR “This project was conducted in cooperation with the Minnesota Department of Natural Resources.”
- Logo is permitted for use and can be obtained by contacting the UCF Team.



**3. Mulching Trees**

Will you mulch your trees and if so, how will you maintain mulch?

**4. Staking and Tying Trees**

Explain if staking is necessary due to mowing, vandalism, or wind conditions, and describe plans for inspection and removal.

**5. Checking Tree Health**

The grantee will check trees every 6 – 12 months to identify and address problems. Describe inspection process and follow-up.

**6. Tree Protection**

Young trees in busy urban areas may be easily damaged by human activity, animals, and equipment. Describe how planted trees will be protected.

**7. Pruning**

Newly planted trees should need little pruning, if they were properly cared for in the nursery. In the first year after planting, remove only dead or broken branches. In later years, weakly attached limbs can be removed, and corrective pruning can be done if needed. Describe your pruning maintenance cycle.

**8. Tree Warranty**

Tree planting should include a warranty from the nursery for replacement (due to poor condition or mortality). The grantee should be prepared to fully replace all trees that are in poor condition or die prior to inspection at the end of the project grant agreement, unless loss was due to natural disaster. Describe your tree warranty or how trees will be replaced.



## Requirements for DNR grantees

**Effective date: January 31, 2026**

The following policies apply to all DNR grants, except where specifically noted. These requirements are in addition to requirements in program-specific manuals. In case of any conflicts with an existing grant program manual, the stricter document will control.

Questions about these requirements should be directed to the grant specialist for your grant program. Questions may also be directed to [grantsteam.dnr@state.mn.us](mailto:grantsteam.dnr@state.mn.us). When sending an email to this address, please include information on your grant funding source, program, and question.

### Admin's Office of Grants Management policies

Under [Minn. Statutes, section 16b.97 subd. 2](#), the Minnesota Department of Administration is required to create general grants management policies and procedures applicable to all state agencies. Admin's OGM implemented grant policies for the State of Minnesota. Please review [OGM grant policies](#) (select the Current Policies tab). Information especially relevant to grantees is summarized below. Unless otherwise noted, these policies do not apply to bonding grants and grants under [Minn. Statutes section 16A.86](#) or [section 16A.642](#).

### Grants conflict of interest (OGM Policy 08-01)

All grantees must sign a conflict-of-interest disclosure form or certify they will disclose conflicts of interest when signing their grant agreements/grant award notifications. Grantees must also maintain a written standard of conduct covering conflicts of interest and governing the actions of their employees or board members engaged in the selection, award, and administration of contracts. State staff may request this written standard when conducting grant monitoring activities or if otherwise relevant. These requirements apply to all grants, including bonding grants and grants under Minn. Statutes section 16A.86 and section 16A.642.

OGM Policy 08-01 states that a conflict of interest occurs "when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it." Per the OGM policy, there are several types of conflicts of interest:

#### Actual conflict of interest

An actual conflict of interest occurs when a person's decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict.

## Potential conflict of interest

A potential conflict of interest may exist if a person has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interest.

## Individual conflict of interest

A conflict of interest that may benefit an individual employee or a grant reviewer is any situation in which their judgement, actions, or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to an immediate family member, business, or organization with which they are involved.

## Organizational conflict of interest

A conflict of interest can also occur with an organization that is a grant applicant in a competitive grant process or grantee of a state agency. Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties
- A grantee, potential grantee, or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors

## Use of grant contract agreements and grant award notifications (OGM Policy 08-04)

All grants need a written grant contract agreement or grant award notification. State agencies cannot award a grant to a grantee that is on either the [suspension or debarment lists for the state of Minnesota](#) or the federal government. If a grantee becomes suspended or debarred, that may be cause for the State to cancel their grant.

Grant agreements/GANs must contain a provision for the grantee to clearly post on the grantee's website the names and contact information for the grantee organization's leadership and the person(s) who directly manages and oversees the grant.

A fully executed copy of the grant agreement or GAN and all relevant records must be kept on file for a minimum of six years from the end date, receipt, and approval of all final reports, OR the period of time required to satisfy all state and program retention requirements, whichever is later.

Grantees must complete work in accordance with the terms and conditions of their grant agreement/GAN. Work not covered under the grant agreement/GAN will not be reimbursed without a prior amendment request.

## **Public questions and comments concerning fraud and waste in state grants (OGM Policy 08-05)**

OGM will serve as the central point of contact for questions and comments about fraud and waste in state grants and about the violation of statewide grants policies. OGM will also respond to other public questions and concerns about state grants.

## **Grant payments (OGM Policy 08-08)**

State agencies may not issue grant payments until the funds are encumbered, and the grant agreement is fully executed, or the GAN is completed.

Reimbursement is the State's preferred method for making grant payments. DNR grants operate on a reimbursement basis, unless the grant agreement/GAN contains explicit language specifying otherwise.

Grantee reimbursement requests must correspond to the line items in the approved grant budget. Grant managers must review each reimbursement request against the approved grant budget, grant expenditures to date, and the latest grant progress report before approving payment. If grant managers see a discrepancy or have any questions about reimbursement requests and/or related documentation, they will follow up with the grantee.

Any deviation from this policy must be approved by the agency wide grants manager prior to signing a grant agreement/GAN and must be in accordance with state laws and OGM policies.

Grants in which the payment terms are defined in statute are not covered by this policy.

## **DNR reimbursement procedures**

- Grantees must pay for project expenses before seeking reimbursement from the grant and should only request reimbursement for paid expenses. Expenses are reviewed and those deemed eligible are then reimbursed under the terms of the agreement/GAN with the State of Minnesota.
- Grantees are not allowed to request reimbursement for invoices from a vendor that have not yet been paid by the grantee. Please also see the Proof of Payment section below.
- Grantees can expect to be reimbursed within 30 days of the DNR receiving a complete and accurate reimbursement request. If documentation to process the request is missing, or the request has discrepancies or incorrect information, the 30-day clock does not start until all necessary information has been submitted to the DNR and the request has been deemed complete and whole.
- The DNR will pay final reimbursement when the state determines that the grantee has satisfactorily fulfilled all the terms of their grant agreement/GAN, unless a grant term is altered or excluded by the DNR in writing.

Grantees should keep the following documentation on file for monitoring and audit purposes:

- Proof of payment of grant expenses (e.g. copies of cancelled checks, electronic bank statements, etc.)
- Contracting/purchasing bidding documentation
- Organization's conflict of interest policy

- Prevailing wage documentation (if applicable): project assessment form, certified payroll reports, etc.

## **Grant progress reports (OGM Policy 08-09)**

Grantees are required to submit written progress reports at least annually until all grant funds have been expended and all the terms in the grant agreement/GAN have been met. Information requested in a grant progress report may include (but is not limited to): goals and objectives, activities, outcomes, challenges, lessons learned, and financial information. State agencies cannot make grant payments on grants with past due progress reports (unless the agency has given the grantee a written extension).

## **Grant monitoring (OGM Policy 08-10)**

All state grants over \$50,000 are required to have at least one monitoring visit before final payment is made. All state grants over \$250,000 are required to have annual monitoring visits. In-person visits are preferred where possible, but telephone or virtual visits are also used where reasonable.

The purpose of a monitoring visit is to review and ensure progress towards the grant's goals, address any problems or issues before the end of the grant period, and build a relationship between the agency and grantee.

For state grants over \$50,000, state agencies must conduct a financial reconciliation of grantees' expenditures at least once before final payment is made. A financial reconciliation involves reconciling a grantee's request for payment for a given period with supporting documentation (e.g. purchase orders, receipts, payroll records, etc.) for that request.

If previously reimbursed costs are found to be ineligible upon further review during monitoring (or at any other point during the grant period), repayment of those costs or other corrective action may be required.

## **Proof of payment**

The State requires proof of payment documentation to ensure that funds are being provided on a reimbursement basis. The grantee must maintain proof of payment documentation and make it available when requested by the State. Proof of payment documentation may include:

- A copy of a bank statement with photocopies of cleared checks
- An electronic bank statement
- A copy of cancelled checks or other certified financial records
- Employee original time records and payroll documentation

## **Cost share/required match**

For grants which require cost share or match, the requirements for documenting work completed or expenses incurred as match are the same as for expenses for which grantees are requesting reimbursement. The State may disallow otherwise-eligible costs for reimbursement if the grantee cannot provide proof of the expenses being used as match.

For grants with in-kind match (i.e. non-cash donations of a good or service), grantees should provide documentation similar to a payment request.

If the in-kind match is volunteer time, grantees will need volunteer logs and to show the calculation used to convert volunteer hours to time. If the in-kind match is something other than volunteer time (e.g. use of equipment, or donated materials), grantees must perform due diligence to determine how much the in-kind match would cost. For example, if the in-kind match is a land donation, the documentation should include an appraisal. If the in-kind match is use of equipment, the documentation should demonstrate a realistic cost for the type of equipment and amount of time.

## **Legislatively mandated grants (OGM Policy 08-11)**

State agencies must manage legislatively mandated grants with the same level of oversight (including monitoring) applied to other state grants, while respecting and maintaining the legislative intent.

Grantees for legislatively mandated grants must submit a work plan and budget. The grant agreement/GAN must be based on the legislation, the grantee's work plan and budget, and negotiations between the state agency and the grantee.

## **Grant amendments (OGM Policy 08-12)**

During the grant period, it may be necessary to make changes to the grant contract agreement/GAN. Generally, these modifications could include changes to the grant timeframe, to the scope of work, or to the budget categories.

A formal grant contract amendment is required for any changes. Should a situation arise that requires any changes to the project, it is the grantee's responsibility to communicate immediately with the DNR grants specialist.

The purpose of grant amendments must be similar to the original purpose of the grant and the grantee duties should be within the scope of the original RFP/notice of grant opportunity/application.

If an amendment is allowed, it must be fully executed before additional costs can be incurred.

## **Contracting and bidding**

Competitive bidding needs to follow a fair and transparent public process.

Grantees must not contract with vendors or subcontractors who are on the suspension or debarment lists for either the State of Minnesota or the federal government.

Grantees must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through the entities below are used when possible:

- [Minnesota Department of Administration's Certified Target Group, Economically Disadvantaged, and Veteran-Owned Vendor List](#)

- Metropolitan Council’s Targeted Vendor list: [Minnesota Unified Certification Program](#)
- Small Business Certification Program through Hennepin County, Ramsey County, and the City of St. Paul: [Central Certification Program](#)

Grantees must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable. Grantees must retain the following documentation in the project file:

- Copies of executed subcontract agreements
- A copy of the request for proposal/request for quote, all submitted bids, and the bid tabulation (if applicable)
- Written documentation that describes the rationale for selection of each subcontractor
- Documentation of the contract/bid approval, if required by grantee internal controls (such as meeting minutes)

This documentation may be reviewed during monitoring visits or when requested by the state.

## **Contracting and bidding for political subdivisions of the state**

In addition to the general contracting and bidding requirements above, municipalities (defined in Minn. Statutes, chapter 471.345 subd. 1 as a county, town, city, school district, or other municipal corporation or political subdivision of the state authorized by law to enter into contracts) must also follow the [Uniform Municipal Contracting Law](#).

## **Contracting and bidding for non-governmental organizations**

In addition to the general contracting and bidding requirements at the beginning of this section, non-government organizations must follow the contracting policies/procedures below.

## **Contracting and bidding for Tribal governments**

Tribal governments are subject to neither the Uniform Municipal Contracting Law nor the DNR contracting policies/procedures below. Tribal governments are subject to the contracting and bidding procedures of their own governance.

## **Contracting and bidding thresholds and process**

- Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded, based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.
- Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.
- Any services or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- Grantees must use an RFP/RFQ process to competitively select professional and technical services.

- The advertisement for bid processes must allow for fair competition among potential qualified bidders.

## Prevailing wage

Prevailing wage ([Minn. Statutes, sections 177.41-177.45](#)) is the minimum hourly wage employers must pay certain workers who work on construction and public works projects funded by state dollars. Prevailing wage includes the employer's cost of benefits. Other prevailing wage information can be found at the [Minnesota Department of Labor and Industry](#). Prevailing wage rules apply to any grant award of \$25,000 or more that qualifies as a "project" per the following definition:

Project: demolition, erection, construction, alteration, improvement, restoration, remodeling, or repairing of a public building, structure, facility, land, or other public work, which includes any work suitable for and intended for use by the public, or for the public benefit, financed in whole or part by state funds. "Project" also includes demolition, erection, construction, alteration, improvement, restoration, remodeling, or repairing of a building, structure, facility, land, or public work when the acquisition of property, predesign, design, or demolition is financed in whole or part by state funds (Minn. Statutes, section 177.42).

If the award is \$25,000 or more and contains activities in the work/accomplishment plan that qualify as a "project" per the definition above, prevailing wage rules in Minn. Statutes, sections 177.41-177.44 apply. If you are unsure if a project is subject to prevailing wage, ask the grant specialist for a copy of DLI's Project Assessment Form. Grantees must complete the form and return it to the grant specialist. Once ready, the DNR grant specialist will submit it to DLI and copy the grantee on the e-mail.

When prevailing wage applies, all bid requests and RFPs must state that the project is subject to prevailing wage to ensure that incoming bids have factored prevailing wage rates into their submittal. A prevailing wage form should accompany these bid submittals.

Grantees must retain documentation in the project file either the prevailing wage forms, or a notice from DLI that the project is not subject to prevailing wage.

## Fraud reporting

In addition to OGM policy, various state statutes govern reporting of suspected fraud or misuse of state dollars.

State workers with information indicating that public resources (including public money) may have been used for an unlawful purpose must report that information. Any other person with such information is strongly urged to report that information. The DNR takes a "no wrong door" approach for reporting suspected fraud; essentially, the DNR encourages its workforce to report suspected fraud to any DNR supervisor or member of agency leadership, who will connect the person reporting to the correct contact or procedure, as needed.

All state agencies are required to report suspected fraud cases to the [Department of Revenue](#) for tax fraud investigation, in addition to referring all allegations of suspected fraud to the [Office of the Legislative Auditor](#) and the Minnesota Bureau of Criminal Apprehension's [Financial Crimes and Fraud section](#)

([mnfraud.bureau@state.mn.us](mailto:mnfraud.bureau@state.mn.us) or 651-739-3750). Grantees may report suspected fraud directly to these agencies, as well, or to their DNR grant manager or any DNR employee.

## Requirements for working on state land

When working on state land, grantees must follow all applicable policies and requirements of that land. Grantees should work with the appropriate management staff for the state land to determine these requirements. Insurance is required to do work on state land, following the [requirements of Admin.](#)

## Audits

Under [Minn. Statutes, chapter 16B.98 subd. 8](#), the state (the grantmaking agency, state auditor, attorney general, legislative auditor, Admin, etc.) has the right to perform programmatic or financial audits of the grantee. The grantee's books, records, documents, and accounting procedures and practices relevant to the grant are subject to state examination for a minimum of six years from the expiration or termination of the grant agreement/GAN, receipt and approval of all final reports, or the required period of time to satisfy state and program retention requirements, whichever is later. This provision is also included in grant agreements/GANs.

## Records retention

Grantees must maintain a file for each project with all project agreements, correspondence, and the records pertaining to project expenses requested for reimbursement. Project records are required for monitoring/audit purposes and must be readily available for review. As with all provisions of the grant agreement/GAN, if the state finds a failure to comply, the State may take action, including immediate termination of the grant agreement/GAN with cause, refusal to disburse additional funds, and/or requiring the return of all or part of the funds already disbursed.

All records related to the project must be retained for a minimum of six years from the grant agreement/GAN end date, or the receipt and approval of all final reports, whichever is later. Some grant funds require permanent retention of the grant records, and in those cases, that requirement supersedes the six-year standard.

## Data practices

- Grantees must comply with the [Minnesota Government Data Practices Act](#) as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the grantee under their grant agreement/GAN. If a grantee receives a request to release this data, the grantee must immediately notify the State. Following this notification, the State will provide instructions to the grantee concerning the release of data.
- Grantees should instruct and train their staff regarding the governing privacy and data practices provisions; maintaining data in a secure manner; and limiting access to work duties and assignments.

- Grantees must mitigate risks associated with the unauthorized access or data breach and report to the DNR any real or perceived security or privacy incident regarding any private data in accordance with MGDPA.
- Grantees are not permitted to use private data with artificial intelligence services unless it is approved through the DNR/Minnesota IT vendor security risk and compliance process. AI services are reviewed and verified through a process that includes understanding the AI's training, ownership of data and level of security.

# Exhibit D:

## Minnesota Department of Natural Resources

### *Conflict of Interest Disclosure*



#### **Conflict of Interest:**

**A conflict of interest occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper or illegal act results from it.**

#### **Actual Conflict of Interest:**

An actual conflict of interest occurs when a person's decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict. Examples include, but are not limited to:

- One party uses his or her position to obtain special advantage, benefit, or access to the other party's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- One party receives or accepts money (or anything else of value) from another party or has equity or a financial interest in or partial or whole ownership of the other party's organization.
- One party is an employee, board member or family member of the other party.

#### **Potential Conflict of Interest:**

**A potential conflict of interest may exist if a person has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests.**

#### **Organizational Conflict of Interest:**

A conflict of interest can also occur with an organization that is a grant applicant in a competitive grant process or grantee of a state agency. Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties
- A grantee, potential grantee or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors

**This section to be completed by Grantee's Authorized Representative (AR):**

I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement, we will monitor and report any actual, potential, individual, or organizational conflicts of interest to the State's Authorized Representative.

I also certify that I have read and understand the description of conflict of interest above and as of this date (check one of the two boxes below):

- I do not have any conflicts of interest relating to this project.
- I have an actual, potential, individual, or organizational (*indicate below*) conflict of interest. The nature of the conflict is as follows:

If at any time during the grant project I discover a conflict of interest, I will disclose that conflict immediately to the State's Authorized Representative.

Grantee AR's Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Grantee AR's Signature: \_\_\_\_\_

Organization Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Legal Citation: ML \_\_\_\_\_, Chapter \_\_\_\_\_, Article \_\_\_\_, Section \_\_\_\_, Subdivision \_\_\_\_\_

-----  
State AR's Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

State AR's Signature: \_\_\_\_\_



|                        |                       |
|------------------------|-----------------------|
| <b>Agenda Section:</b> | <b>Consent Agenda</b> |
| <b>Meeting Date:</b>   | <b>June 9, 2026</b>   |

**REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY**

**ITEM DESCRIPTION: Consider Quote and Award City Project 26-2A, 2026 Reclamite Maintenance Project**

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

|                           |  |
|---------------------------|--|
| <b>Summary Statement:</b> | <p>The purpose of this item is to obtain council approval of a quotation received from Corrective Asphalt Materials for the application of reclamite asphalt rejuvenating agent. The installation of reclamite is a maintenance technique that, when applied, preserves existing asphalt surfaces and extends the expected life cycle.</p> <p>The city has been installing this product in lieu of traditional seal coats since 2020. Since then, reclamite has been installed on approximately 19 miles of streets with positive results.</p> |
|---------------------------|--|

|                         |  |
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| <b>Recommendations:</b> | To approve the quotation from Corrective Asphalt Materials in the amount of \$54,540.80. |
|-------------------------|--|

|                              |      |
|------------------------------|------|
| <b>Applicable Deadlines:</b> | None |
|------------------------------|------|

|                  |   |
|------------------|---|
| <b>Community</b> | Ensuring durable, high-quality streets and parking lots through effective |
|------------------|---|

|                |              |
|----------------|--------------|
| <b>Impact:</b> | maintenance. |
|----------------|--------------|

|                             |      |
|-----------------------------|------|
| <b>Legislative History:</b> | None |
|-----------------------------|------|

|                            |                    |
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| <b>Strategic Priority:</b> | <u>City Assets</u> |
|----------------------------|--------------------|

|                       |                                 |                 |
|-----------------------|---------------------------------|-----------------|
| <b>Fiscal Impact:</b> | <b>Financial Consideration?</b> | <u>Yes</u>      |
|                       | Revenue/Expenditure Amount:     | \$54,540.80     |
|                       | Financing Source:               | <u>Budgeted</u> |
|                       | Notes:                          |                 |

|                     |    |  |
|---------------------|----|--|
| <b>Attachments:</b> | 1. | Corrective Asphalt Materials Quote     |
|                     | 2. | 2026 Reclamite Maintenance Project Map |



**Quote Form for City Project 26-2A  
2026 Reclamite Maintenance Project**

Dustin Lind  
Engineering Supervisor  
City of New Brighton  
803 Old Highway 8 NW  
New Brighton, MN 55112

The undersigned, as bidder, hereby proposes and agrees to enter into a contract with the City of New Brighton, Minnesota, to supply all labor, materials, and equipment necessary for Project 26-2A, 2026 Reclamite Maintenance Project, and to complete this work in accordance with the unit prices herewith.

The final amounts of the contract shall be determined by multiplying the final measured quantities as authorized and actually furnished and installed in the manner described in the specifications, by the unit prices stated in this quote form. The contractor will not be entitled to any compensation on any items other than those listed on this quote form.


The bidder must bid each item. The contract will be based on upon the TOTAL BID. In the event the unit prices extended do not equal the total bid, the unit prices shall govern to become the total bid.

|   |                       |
|---|-----------------------|
| Maltene Based Asphalt Rejuvenating Agent (Streets)      |                       |
| 37,600 S.Y. @ <u>1.28</u> /S.Y.                         | = \$ <u>48,128.00</u> |
| Maltene Based Asphalt Rejuvenating Agent (Parking Lots) |                       |
| 5,010 S.Y. @ <u>1.28</u> /S.Y.                          | = \$ <u>6,412.80</u>  |
| <b>Total Bid</b>  | = \$ <u>54,540.80</u> |

The following items (1) a Non-Collusion Affidavit; (2) a Responsible Contractor Certificate; and (3) an Equal Employment Opportunity Certification are required to be submitted with the quote form.

The bidder agrees to guarantee all work performed under this contract and to redo and/or repair any work which may be rejected due to defective material or workmanship, within one (1) year after completion and acceptance of the project by the City of New Brighton, Minnesota.

If this quote is accepted the Contractor agrees to complete all work on or before August 30, 2026. It is understood that the City retains the right to reject any or all quotes, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional quotes. The Owner further reserves the right to reject the quote of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible.

**Company:** Corrective Asphalt Materials, LLC  
**By:** Michael W Zick  
**Signature:**   
**Date:** 6/1/26  
**Address:** 300 Daniel Boone Trail  
South Roxana, IL 62087  
**Telephone:** 618-254-3855  
**Fax:** \_\_\_\_\_

Quote Approved by City of New Brighton: \_\_\_\_\_ Date: \_\_\_\_\_

HANSEN PARK

Parking Lot

12TH AVE NW

4TH ST NW

3RD-TER-NW

11TH AVE NW

3RD ST NW

9TH AVE NW

2ND ST NW

HANSEN CT

20TH AVE SW

19TH AVE SW

OAKWOOD DR

HAINES AVE

SKYHIGH DR

17TH AVE SW

3RD ST SW

SILVER OAKS PARK

Parking Lot

SILVER LANE

**2026 Reclamite Maintenance Project**

 Street Segment (37,600 SY)

 Parking Lot (5,010 SY)

300 150 0 300 Feet



TOTEM



|                        |                       |
|------------------------|-----------------------|
| <b>Agenda Section:</b> | <b>Consent Agenda</b> |
| <b>Meeting Date:</b>   | <b>June 9, 2026</b>   |

**REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY**

**ITEM DESCRIPTION: Consider Authorizing staff to enter into a Professional Services Agreement with E.G. Rud and Sons, Inc. for City Project 26-1, 2026 Street Rehabilitation**

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

|                           |  |
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| <b>Summary Statement:</b> | <p>City Project 26-1, 2026 Street Rehabilitation consists of the rehabilitation of approximately 3 miles of streets, installation of multi-use trails on 7th Street NW and Innsbruck Drive, installation of a concrete sidewalk along 19th Avenue NW, replacement of 3,500 feet of waterman, storm sewer improvements, and installation of 15,000 feet new concrete curb and gutter.</p> <p>Due to the scale of the project and the significant amount of construction staking required, staff solicited a proposal from E.G. Rud and Sons, Inc. to complete this work. E.G. Rud and Sons, Inc. was chosen because they previously completed preliminary surveying of the project and established site benchmarks which will be used for construction staking.</p> |
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| <b>Recommendations:</b> | <p>Authorize the Director of Community Assets and Development to enter into a professional services agreement with E.G. Rud and Sons, Inc. for construction survey staking for City Project 26-1, 2026 Street Rehabilitation.</p> |
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| <b>Applicable Deadlines:</b> | None |
|------------------------------|------|

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| <b>Community Impact:</b> | None |
|--------------------------|------|

|                             |  |
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| <b>Legislative History:</b> | <ul style="list-style-type: none"> <li>• August 12, 2025 City Council approved a professional service agreement with E.G. Rud &amp; Sons for land surveying services related to City Project 26-1, 2026 Street Rehabilitation.</li> <li>• 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.</li> <li>• February 10, 2026 City Council adopted a resolution ordering staff to prepare a Feasibility Study for City Project 26-1, 2026 Street Rehabilitation.</li> <li>• February 10, 2026 City Council authorized the purchase of fire hydrants and gate valves for the proposed project.</li> <li>• March 19, 2026 An informational meeting was held with residents and business owners to be affected by the project.</li> <li>• 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.</li> <li>• April 14, 2026 Public Improvement Hearing held and City Council ordered Public Improvement Project 26-1, 2026 Street Rehabilitation.</li> <li>• April 14, 2026 City Council adopted resolutions declaring adequacy of a petition received and ordering inclusion of Mimosa Lane in Public Improvement Project 26-1, 2026 Street Rehabilitation.</li> <li>• April 28, 2026 City Council adopted a resolution approving project plans and specifications and authorized advertisement for bids.</li> <li>• May 26, 2026 City Council accepted all bids and awarded a contract for City Project 26-1, 2026 Street Rehabilitation to New Look Contracting, Inc.</li> </ul> |
|-----------------------------|--|

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| <b>Strategic Priority:</b> | <u>City Assets</u> |
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| <b>Fiscal Impact:</b> | <b>Financial Consideration?</b> | <u>Yes</u>  |
|                       | Revenue/Expenditure Amount:     | \$99,004.50   |
|                       | Financing Source:               | <u>Budgeted</u>   |
|                       | Notes:                          | 7th Street NW and Innsbruck Drive are M.S.A. routes. Construction staking costs associated with those street segments (\$73,515) are eligible for M.S.A. reimbursement. |

|                     |    |                                  |
|---------------------|----|----------------------------------|
| <b>Attachments:</b> | 1. | E.G. Rud and Sons, Inc. Proposal |
|                     |    |                                  |



6776 Lake Drive NE, Suite 110  
Lino Lakes, MN, 55014  
Phone: (651) 361-8200  
Fax: (651) 361-8701  
[www.egrud.com](http://www.egrud.com)

To: The City of New Brighton  
Attn: Dustin Lind

From: Jason Rud

Date: May 28, 2026

Re: Estimate for Construction Staking- 2026 Street Rehab Project  
E26097

New Brighton, Minnesota

Thank you for the opportunity to provide an estimate for the 2026 Street Rehabilitation project. We have prepared the below anticipated scope of work and pricing based on the plans provided by Kimley Horn Engineering.

**Construction Staking Scope of Work:**

**7<sup>th</sup> Street NW:**

- Office setup, computations, project management, scheduling and coordination.
- Field staking of curb and gutter for construction.
- Field staking of multi-use trail for construction.
- Field staking of storm sewer for construction.
- Field staking of ped ramp curb returns
- Field staking of ped ramp push button locations
- Field staking of pedestrian Flashing Beacon locations
- Field staking of centerline blue tops

*7<sup>th</sup> Street NW Construction Staking Price: \$44,535.00*

**19<sup>th</sup> Avenue NW/6<sup>th</sup> Street NW/20<sup>th</sup> Avenue NW:**

- Office setup, computations, project management, scheduling and coordination.
- Field staking of curb and gutter for construction.
- Field staking of sidewalk for construction.
- Field staking of storm sewer for construction.
- Field staking of watermain offsets for construction.
- Field staking of centerline blue tops

*19<sup>th</sup> Avenue /6<sup>th</sup> Street/20<sup>th</sup> Avenue Construction Staking Price: \$17,489.50*

**Innsbruck Drive:**

- Office setup, computations, project management, scheduling and coordination.
- Field staking of curb and gutter for construction.
- Field staking of multi-use trail for construction.
- Field staking of storm sewer for construction.
- Field staking of watermain for construction.
- Field staking of ped ramp curb returns.
- Field staking of ped ramp push button locations.
- Field staking of pedestrian Flashing Beacon locations.
- Field staking of centerline blue tops

*Innsbruck Drive Construction Staking Price: \$28,980.00*

**Forest Dale Road:**

- Office setup, computations, project management, scheduling and coordination.
- Field staking of storm sewer for construction.
- Field staking of centerline blue tops

*Forest Dale Road Construction Staking Price: \$7,375.00*

**Mimosa Road:**

- Office setup, computations, project management, scheduling and coordination.
- Field staking of centerline blue tops


*Mimosa Road Construction Staking Price: \$625.00*

*Total Estimated Price: \$99,004.50*

**Additional Notes/Information**

- Any additional research, restaking, or work requested above and beyond this scope of work will be billed at an hourly basis.
- This estimate does not include any as-built services.
- E.G. Rud and Sons terms are net 30 days.

Thank you for the opportunity to provide you with an estimate on this project. Please call me at 651-361-8200 with any additional questions or comments regarding this estimate.




---

Jason E. Rud

May 28, 2026  
Date

---

Client Signature

---

Date

*If this estimate is acceptable, please sign off and e-mail or fax back to E.G. Rud and Sons at 651-361-8701.*



|                        |                       |
|------------------------|-----------------------|
| <b>Agenda Section:</b> | <b>Consent Agenda</b> |
| <b>Meeting Date:</b>   | <b>June 9, 2026</b>   |

**REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY**

**ITEM DESCRIPTION: Consider Resolution Certifying Delinquent Utility Accounts and Past Due Miscellaneous Receivables Invoices to be Payable with 2027 Property Taxes**

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

|                           |  |
|---------------------------|--|
| <b>Summary Statement:</b> | The amount to be certified at this time to the 2027 property taxes for utility accounts is \$134,395.74 and past due accounts receivable invoices is \$1,463.00. |
|---------------------------|--|

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|-------------------------|--|
| <b>Recommendations:</b> | To adopt the resolution certifying delinquent utility accounts and past due accounts receivable invoices to be payable with the 2027 property taxes. |
|-------------------------|--|

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| <b>Applicable Deadlines:</b> | The list of past due amounts to be certified is due to Ramsey County by June 15, 2026. |
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|                          |   |
|--------------------------|---|
| <b>Community Impact:</b> | Certifying these charges for collection with the property taxes assures the City of payment for these services without raising rates for other users. |
|--------------------------|---|

|                             |   |
|-----------------------------|---|
| <b>Legislative History:</b> | <ul style="list-style-type: none"> <li>• Each year delinquent charges for utility services and miscellaneous receivables are certified for collection with the</li> </ul> |
|-----------------------------|---|

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|  | <p>property taxes. Through certification, the City is assured of payment for these services. The certified amount must be paid with the 2027 property taxes.</p> <ul style="list-style-type: none"> <li>• Minnesota State Statutes provide cities with authority to levy a one-year special assessment on properties for unpaid utility bills and service charges. Authority to certify these unpaid charges are also provided in the City Code. The Code defines a delinquency as unpaid charges which are at least ninety (90) days past due. The Code also defines a past due miscellaneous receivables invoice as any charge not paid when due; however, City staff recommends certifying unpaid amounts which are at least ninety (90) days past due to be consistent with the treatment of utility accounts. All customers have been advised about the certification process and given an opportunity to make full payment prior to this certification. The minimum amount eligible for utility account certification is a delinquency of at least \$100.</li> <li>• The total amount that will be certified to the 2027 property taxes for Utilities is \$134,395.74. For a comparison, the total amount certified in June 2025 was \$127,696.65.</li> <li>• The total amount that will be certified to the 2027 property taxes for miscellaneous receivables invoices is \$1,463.00. For a comparison, the total amount certified in June 2025 was \$1,562.00.</li> <li>• The certified amounts include an interest charge of 10% per annum, as the City will not receive settlement in full until December 2027.</li> </ul> |
|--|--|

|                            |  |
|----------------------------|--|
| <b>Strategic Priority:</b> | <b><u>Financial Sustainability</u></b> |
|----------------------------|--|

|                       |                                |                     |
|-----------------------|--------------------------------|---------------------|
| <b>Fiscal Impact:</b> | <b>Financial Consideration</b> | <b><u>Yes</u></b>   |
|                       | Revenue/Expenditure Amount:    | \$135,858.74        |
|                       | Financing Source:              | <b><u>Other</u></b> |
|                       | Notes:                         |                     |

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|                     |    |                       |
|---------------------|----|-----------------------|
| <b>Attachments:</b> | 1. | Resolution            |
|                     | 2. | UB Certification List |
|                     | 3. | AR Certification List |

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

**RESOLUTION CERTIFYING DELINQUENT UTILITY ACCOUNTS AND PAST DUE ACCOUNTS RECEIVABLES INVOICES TO BE PAYABLE WITH 2027 PROPERTY TAXES**

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

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

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

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

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

**NOW THEREFORE, BE IT RESOLVED** that:

1. The certifications shall be shown in Attachment A and Attachment B.
2. The certified amounts shall be collected in full with the 2027 property taxes.

**ADOPTED** this 9th day of June 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

**Delinquent Utility Balance List**

**Attachment A**

Wednesday, June 3, 2026

| Account Number | Parcel Number | Delinquent Amount | Additional Penalty | Total       |
|----------------|---------------|-------------------|--------------------|-------------|
| 100438-01      | 333023220037  | \$ 223.17         | \$ 22.32           | \$ 245.49   |
| 100719-01      | 333023220051  | \$ 388.22         | \$ 38.82           | \$ 427.04   |
| 100743-01      | 333023220027  | \$ 348.11         | \$ 34.81           | \$ 382.92   |
| 100776-01      | 333023220048  | \$ 1,072.54       | \$ 107.25          | \$ 1,179.79 |
| 101139-01      | 333023230078  | \$ 407.84         | \$ 40.78           | \$ 448.62   |
| 101220-01      | 293023340053  | \$ 348.23         | \$ 34.82           | \$ 383.05   |
| 101378-01      | 293023340045  | \$ 353.53         | \$ 35.35           | \$ 388.88   |
| 101394-01      | 293023340092  | \$ 183.39         | \$ 18.34           | \$ 201.73   |
| 101410-01      | 293023340031  | \$ 865.60         | \$ 86.56           | \$ 952.16   |
| 102459-01      | 313023140067  | \$ 310.46         | \$ 31.05           | \$ 341.51   |
| 102517-01      | 313023140058  | \$ 356.11         | \$ 35.61           | \$ 391.72   |
| 102616-01      | 323023310046  | \$ 526.25         | \$ 52.63           | \$ 578.88   |
| 102624-01      | 323023340001  | \$ 456.03         | \$ 45.60           | \$ 501.63   |
| 102830-01      | 323023340009  | \$ 154.10         | \$ 15.41           | \$ 169.51   |
| 103085-01      | 323023310018  | \$ 685.61         | \$ 68.56           | \$ 754.17   |
| 103366-01      | 323023310041  | \$ 409.68         | \$ 40.97           | \$ 450.65   |
| 103424-01      | 293023330084  | \$ 611.11         | \$ 61.11           | \$ 672.22   |
| 103911-01      | 293023330010  | \$ 372.29         | \$ 37.23           | \$ 409.52   |
| 104174-01      | 323023220059  | \$ 130.26         | \$ 13.03           | \$ 143.29   |
| 104224-01      | 323023220026  | \$ 873.70         | \$ 87.37           | \$ 961.07   |
| 104299-01      | 323023220106  | \$ 390.01         | \$ 39.00           | \$ 429.01   |
| 104984-01      | 293023330067  | \$ 539.38         | \$ 53.94           | \$ 593.32   |
| 105106-01      | 293023330074  | \$ 364.15         | \$ 36.42           | \$ 400.57   |
| 105189-01      | 293023330078  | \$ 509.90         | \$ 50.99           | \$ 560.89   |
| 105544-01      | 313023140049  | \$ 278.60         | \$ 27.86           | \$ 306.46   |
| 105593-01      | 313023140044  | \$ 506.64         | \$ 50.66           | \$ 557.30   |
| 105833-01      | 313023110063  | \$ 381.99         | \$ 38.20           | \$ 420.19   |
| 106286-01      | 313023120138  | \$ 465.84         | \$ 46.58           | \$ 512.42   |
| 106310-01      | 313023120149  | \$ 140.40         | \$ 14.04           | \$ 154.44   |
| 106740-01      | 303023330065  | \$ 419.28         | \$ 41.93           | \$ 461.21   |
| 106815-01      | 303023330061  | \$ 598.35         | \$ 59.84           | \$ 658.19   |
| 107359-01      | 303023410099  | \$ 324.29         | \$ 32.43           | \$ 356.72   |
| 107417-01      | 303023410111  | \$ 521.24         | \$ 52.12           | \$ 573.36   |
| 107458-01      | 303023440090  | \$ 579.73         | \$ 57.97           | \$ 637.70   |
| 107623-01      | 333023230121  | \$ 431.28         | \$ 43.13           | \$ 474.41   |
| 107698-01      | 333023230114  | \$ 274.28         | \$ 27.43           | \$ 301.71   |
| 107912-01      | 323023440007  | \$ 357.93         | \$ 35.79           | \$ 393.72   |
| 108035-01      | 323023320027  | \$ 552.46         | \$ 55.25           | \$ 607.71   |
| 108175-01      | 323023320004  | \$ 147.83         | \$ 14.78           | \$ 162.61   |
| 108365-01      | 323023330038  | \$ 237.55         | \$ 23.76           | \$ 261.31   |
| 108530-01      | 323023320075  | \$ 348.08         | \$ 34.81           | \$ 382.89   |
| 109157-01      | 323023310012  | \$ 364.12         | \$ 36.41           | \$ 400.53   |
| 109272-01      | 313023110042  | \$ 110.46         | \$ 11.05           | \$ 121.51   |
| 109371-01      | 303023440077  | \$ 326.92         | \$ 32.69           | \$ 359.61   |
| 109751-01      | 323023310015  | \$ 744.74         | \$ 74.47           | \$ 819.21   |
| 111286-01      | 313023140040  | \$ 1,352.86       | \$ 135.29          | \$ 1,488.15 |
| 111344-01      | 323023310072  | \$ 570.63         | \$ 57.06           | \$ 627.69   |

|           |              |    |           |    |          |    |           |
|-----------|--------------|----|-----------|----|----------|----|-----------|
| 111492-01 | 323023320038 | \$ | 363.89    | \$ | 36.39    | \$ | 400.28    |
| 111765-01 | 323023330084 | \$ | 348.11    | \$ | 34.81    | \$ | 382.92    |
| 112292-01 | 313023140015 | \$ | 348.11    | \$ | 34.81    | \$ | 382.92    |
| 112367-01 | 303023330001 | \$ | 388.86    | \$ | 38.89    | \$ | 427.75    |
| 113522-01 | 323023210008 | \$ | 595.15    | \$ | 59.52    | \$ | 654.67    |
| 113746-01 | 323023430007 | \$ | 10,173.26 | \$ | 1,017.33 | \$ | 11,190.59 |
| 113803-01 | 323023210001 | \$ | 953.63    | \$ | 95.36    | \$ | 1,048.99  |
| 200238-01 | 293023140107 | \$ | 518.91    | \$ | 51.89    | \$ | 570.80    |
| 200592-01 | 293023110059 | \$ | 927.07    | \$ | 92.71    | \$ | 1,019.78  |
| 200741-01 | 293023140109 | \$ | 339.18    | \$ | 33.92    | \$ | 373.10    |
| 200980-01 | 293023140032 | \$ | 177.59    | \$ | 17.76    | \$ | 195.35    |
| 201038-01 | 293023110043 | \$ | 460.99    | \$ | 46.10    | \$ | 507.09    |
| 201087-01 | 293023110040 | \$ | 202.61    | \$ | 20.26    | \$ | 222.87    |
| 201327-01 | 293023320010 | \$ | 218.85    | \$ | 21.89    | \$ | 240.74    |
| 201640-01 | 293023310050 | \$ | 126.99    | \$ | 12.70    | \$ | 139.69    |
| 201939-01 | 293023140145 | \$ | 348.34    | \$ | 34.83    | \$ | 383.17    |
| 202077-01 | 293023110053 | \$ | 347.94    | \$ | 34.79    | \$ | 382.73    |
| 202176-01 | 293023140130 | \$ | 356.69    | \$ | 35.67    | \$ | 392.36    |
| 202366-01 | 303023410001 | \$ | 411.41    | \$ | 41.14    | \$ | 452.55    |
| 202697-01 | 303023420011 | \$ | 670.52    | \$ | 67.05    | \$ | 737.57    |
| 202739-01 | 303023240110 | \$ | 193.04    | \$ | 19.30    | \$ | 212.34    |
| 202879-01 | 293023130007 | \$ | 380.46    | \$ | 38.05    | \$ | 418.51    |
| 202994-01 | 293023120078 | \$ | 374.74    | \$ | 37.47    | \$ | 412.21    |
| 203091-01 | 293023140100 | \$ | 430.97    | \$ | 43.10    | \$ | 474.07    |
| 203125-01 | 293023140086 | \$ | 1,598.51  | \$ | 159.85   | \$ | 1,758.36  |
| 203158-01 | 293023140131 | \$ | 350.16    | \$ | 35.02    | \$ | 385.18    |
| 203224-01 | 293023120051 | \$ | 448.76    | \$ | 44.88    | \$ | 493.64    |
| 203463-01 | 293023120019 | \$ | 346.04    | \$ | 34.60    | \$ | 380.64    |
| 203471-01 | 293023120043 | \$ | 348.34    | \$ | 34.83    | \$ | 383.17    |
| 203513-01 | 293023110046 | \$ | 147.83    | \$ | 14.78    | \$ | 162.61    |
| 203661-01 | 293023230017 | \$ | 347.94    | \$ | 34.79    | \$ | 382.73    |
| 204008-01 | 303023130017 | \$ | 145.83    | \$ | 14.58    | \$ | 160.41    |
| 204131-01 | 293023210084 | \$ | 650.28    | \$ | 65.03    | \$ | 715.31    |
| 204149-01 | 293023120048 | \$ | 382.07    | \$ | 38.21    | \$ | 420.28    |
| 204180-01 | 293023210082 | \$ | 348.34    | \$ | 34.83    | \$ | 383.17    |
| 204339-01 | 293023210004 | \$ | 346.04    | \$ | 34.60    | \$ | 380.64    |
| 204560-01 | 293023240110 | \$ | 337.55    | \$ | 33.76    | \$ | 371.31    |
| 204602-01 | 293023240130 | \$ | 509.70    | \$ | 50.97    | \$ | 560.67    |
| 204677-01 | 293023240133 | \$ | 348.34    | \$ | 34.83    | \$ | 383.17    |
| 204776-01 | 293023240010 | \$ | 202.61    | \$ | 20.26    | \$ | 222.87    |
| 204941-01 | 293023210071 | \$ | 545.90    | \$ | 54.59    | \$ | 600.49    |
| 205047-01 | 293023210104 | \$ | 349.72    | \$ | 34.97    | \$ | 384.69    |
| 205146-01 | 303023110069 | \$ | 1,336.93  | \$ | 133.69   | \$ | 1,470.62  |
| 205195-01 | 303023110054 | \$ | 574.21    | \$ | 57.42    | \$ | 631.63    |
| 205286-01 | 303023110047 | \$ | 341.51    | \$ | 34.15    | \$ | 375.66    |
| 205310-01 | 293023310011 | \$ | 385.55    | \$ | 38.56    | \$ | 424.11    |
| 205351-01 | 293023310022 | \$ | 684.27    | \$ | 68.43    | \$ | 752.70    |
| 205518-01 | 293023240114 | \$ | 597.95    | \$ | 59.80    | \$ | 657.75    |
| 205922-01 | 203023440015 | \$ | 147.83    | \$ | 14.78    | \$ | 162.61    |
| 206011-01 | 203023430018 | \$ | 1,021.78  | \$ | 102.18   | \$ | 1,123.96  |
| 206532-01 | 293023310036 | \$ | 86.60     | \$ | 8.66     | \$ | 95.26     |
| 206797-01 | 293023240099 | \$ | 531.10    | \$ | 53.11    | \$ | 584.21    |

|           |              |    |          |    |        |    |          |
|-----------|--------------|----|----------|----|--------|----|----------|
| 206805-01 | 293023240065 | \$ | 285.35   | \$ | 28.54  | \$ | 313.89   |
| 206839-01 | 293023240063 | \$ | 361.80   | \$ | 36.18  | \$ | 397.98   |
| 206946-01 | 293023240045 | \$ | 533.72   | \$ | 53.37  | \$ | 587.09   |
| 207498-01 | 293023230044 | \$ | 351.81   | \$ | 35.18  | \$ | 386.99   |
| 207787-01 | 193023430003 | \$ | 471.60   | \$ | 47.16  | \$ | 518.76   |
| 207795-01 | 193023430002 | \$ | 551.78   | \$ | 55.18  | \$ | 606.96   |
| 208298-01 | 293023230039 | \$ | 365.72   | \$ | 36.57  | \$ | 402.29   |
| 208843-01 | 193023410047 | \$ | 344.32   | \$ | 34.43  | \$ | 378.75   |
| 209049-01 | 203023320046 | \$ | 702.05   | \$ | 70.21  | \$ | 772.26   |
| 209098-01 | 303023140086 | \$ | 310.46   | \$ | 31.05  | \$ | 341.51   |
| 209270-01 | 303023140011 | \$ | 421.12   | \$ | 42.11  | \$ | 463.23   |
| 209650-01 | 303023120034 | \$ | 846.84   | \$ | 84.68  | \$ | 931.52   |
| 209742-01 | 303023120007 | \$ | 665.84   | \$ | 66.58  | \$ | 732.42   |
| 210740-01 | 203023340101 | \$ | 381.10   | \$ | 38.11  | \$ | 419.21   |
| 211128-01 | 303023240026 | \$ | 1,890.48 | \$ | 189.05 | \$ | 2,079.53 |
| 211144-01 | 303023240027 | \$ | 201.25   | \$ | 20.13  | \$ | 221.38   |
| 211185-01 | 293023220016 | \$ | 910.30   | \$ | 91.03  | \$ | 1,001.33 |
| 211276-01 | 293023220023 | \$ | 248.60   | \$ | 24.86  | \$ | 273.46   |
| 211334-01 | 303023110020 | \$ | 757.23   | \$ | 75.72  | \$ | 832.95   |
| 211805-01 | 303023240014 | \$ | 434.72   | \$ | 43.47  | \$ | 478.19   |
| 212233-01 | 193023440062 | \$ | 184.46   | \$ | 18.45  | \$ | 202.91   |
| 212662-01 | 303023140065 | \$ | 767.20   | \$ | 76.72  | \$ | 843.92   |
| 212704-01 | 303023140057 | \$ | 426.47   | \$ | 42.65  | \$ | 469.12   |
| 212811-01 | 303023130004 | \$ | 147.83   | \$ | 14.78  | \$ | 162.61   |
| 213090-01 | 303023420035 | \$ | 331.32   | \$ | 33.13  | \$ | 364.45   |
| 213660-01 | 193023320041 | \$ | 195.46   | \$ | 19.55  | \$ | 215.01   |
| 214213-01 | 203023320025 | \$ | 241.97   | \$ | 24.20  | \$ | 266.17   |
| 214353-01 | 193023420004 | \$ | 147.83   | \$ | 14.78  | \$ | 162.61   |
| 214825-01 | 303023110005 | \$ | 326.72   | \$ | 32.67  | \$ | 359.39   |
| 214940-01 | 203023330025 | \$ | 160.66   | \$ | 16.07  | \$ | 176.73   |
| 215343-01 | 193023440010 | \$ | 498.79   | \$ | 49.88  | \$ | 548.67   |
| 216077-01 | 303023240018 | \$ | 372.54   | \$ | 37.25  | \$ | 409.79   |
| 216366-01 | 193023430008 | \$ | 638.32   | \$ | 63.83  | \$ | 702.15   |
| 216424-01 | 193023430010 | \$ | 411.46   | \$ | 41.15  | \$ | 452.61   |
| 216499-01 | 193023420090 | \$ | 310.46   | \$ | 31.05  | \$ | 341.51   |
| 216606-01 | 203023340120 | \$ | 326.72   | \$ | 32.67  | \$ | 359.39   |
| 217117-01 | 303023120030 | \$ | 460.61   | \$ | 46.06  | \$ | 506.67   |
| 217778-01 | 193023430027 | \$ | 543.63   | \$ | 54.36  | \$ | 597.99   |
| 218867-01 | 303023220005 | \$ | 251.72   | \$ | 25.17  | \$ | 276.89   |
| 218883-01 | 303023220007 | \$ | 750.74   | \$ | 75.07  | \$ | 825.81   |
| 219428-01 | 293023420009 | \$ | 2,199.73 | \$ | 219.97 | \$ | 2,419.70 |
| 220657-01 | 303023340076 | \$ | 222.00   | \$ | 22.20  | \$ | 244.20   |
| 222034-01 | 293023310008 | \$ | 354.31   | \$ | 35.43  | \$ | 389.74   |
| 222323-01 | 203023310031 | \$ | 348.34   | \$ | 34.83  | \$ | 383.17   |
| 222601-01 | 293023130211 | \$ | 548.80   | \$ | 54.88  | \$ | 603.68   |
| 223628-01 | 203023420058 | \$ | 310.46   | \$ | 31.05  | \$ | 341.51   |
| 223677-01 | 203023410078 | \$ | 564.52   | \$ | 56.45  | \$ | 620.97   |
| 224335-01 | 203023420037 | \$ | 326.72   | \$ | 32.67  | \$ | 359.39   |
| 224357-01 | 203023410076 | \$ | 147.83   | \$ | 14.78  | \$ | 162.61   |
| 264495-01 | 293023310060 | \$ | 1,252.29 | \$ | 125.23 | \$ | 1,377.52 |
| 300632-01 | 193023240072 | \$ | 159.58   | \$ | 15.96  | \$ | 175.54   |
| 300657-01 | 193023130205 | \$ | 383.13   | \$ | 38.31  | \$ | 421.44   |

|           |              |    |          |    |        |    |          |
|-----------|--------------|----|----------|----|--------|----|----------|
| 300715-01 | 193023240054 | \$ | 371.01   | \$ | 37.10  | \$ | 408.11   |
| 301010-01 | 193023130193 | \$ | 211.10   | \$ | 21.11  | \$ | 232.21   |
| 302083-01 | 193023210096 | \$ | 456.57   | \$ | 45.66  | \$ | 502.23   |
| 302208-01 | 193023220069 | \$ | 364.08   | \$ | 36.41  | \$ | 400.49   |
| 302406-01 | 203023220051 | \$ | 441.70   | \$ | 44.17  | \$ | 485.87   |
| 302414-01 | 203023220028 | \$ | 552.88   | \$ | 55.29  | \$ | 608.17   |
| 302505-01 | 203023220056 | \$ | 310.46   | \$ | 31.05  | \$ | 341.51   |
| 302562-01 | 193023210080 | \$ | 326.75   | \$ | 32.68  | \$ | 359.43   |
| 302596-01 | 193023210076 | \$ | 616.79   | \$ | 61.68  | \$ | 678.47   |
| 303008-01 | 193023140013 | \$ | 141.60   | \$ | 14.16  | \$ | 155.76   |
| 303396-01 | 183023140023 | \$ | 438.31   | \$ | 43.83  | \$ | 482.14   |
| 303537-01 | 183023110081 | \$ | 147.83   | \$ | 14.78  | \$ | 162.61   |
| 303701-01 | 183023110018 | \$ | 151.35   | \$ | 15.14  | \$ | 166.49   |
| 304006-01 | 193023120013 | \$ | 580.17   | \$ | 58.02  | \$ | 638.19   |
| 304311-01 | 193023210062 | \$ | 321.52   | \$ | 32.15  | \$ | 353.67   |
| 304428-01 | 193023210026 | \$ | 352.72   | \$ | 35.27  | \$ | 387.99   |
| 304659-01 | 193023140083 | \$ | 344.61   | \$ | 34.46  | \$ | 379.07   |
| 304816-01 | 193023140037 | \$ | 292.59   | \$ | 29.26  | \$ | 321.85   |
| 305185-01 | 193023110034 | \$ | 147.83   | \$ | 14.78  | \$ | 162.61   |
| 306381-01 | 183023440035 | \$ | 365.05   | \$ | 36.51  | \$ | 401.56   |
| 306480-01 | 193023140073 | \$ | 478.42   | \$ | 47.84  | \$ | 526.26   |
| 306563-01 | 193023130007 | \$ | 1,396.58 | \$ | 139.66 | \$ | 1,536.24 |
| 306746-01 | 193023120005 | \$ | 719.10   | \$ | 71.91  | \$ | 791.01   |
| 306951-01 | 183023430041 | \$ | 361.76   | \$ | 36.18  | \$ | 397.94   |
| 307082-01 | 193023130024 | \$ | 586.35   | \$ | 58.64  | \$ | 644.99   |
| 307413-01 | 183023310035 | \$ | 578.25   | \$ | 57.83  | \$ | 636.08   |
| 307421-01 | 183023310034 | \$ | 708.36   | \$ | 70.84  | \$ | 779.20   |
| 307447-01 | 183023310026 | \$ | 227.02   | \$ | 22.70  | \$ | 249.72   |
| 308262-01 | 193023240020 | \$ | 349.07   | \$ | 34.91  | \$ | 383.98   |
| 308551-01 | 183023310052 | \$ | 475.11   | \$ | 47.51  | \$ | 522.62   |
| 309112-01 | 183023310040 | \$ | 320.91   | \$ | 32.09  | \$ | 353.00   |
| 309435-01 | 183023110072 | \$ | 496.11   | \$ | 49.61  | \$ | 545.72   |
| 309849-01 | 183023120022 | \$ | 683.60   | \$ | 68.36  | \$ | 751.96   |
| 310169-01 | 183023120028 | \$ | 372.70   | \$ | 37.27  | \$ | 409.97   |
| 310565-01 | 183023130058 | \$ | 215.28   | \$ | 21.53  | \$ | 236.81   |
| 310730-01 | 173023230034 | \$ | 358.41   | \$ | 35.84  | \$ | 394.25   |
| 310888-01 | 183023430028 | \$ | 447.58   | \$ | 44.76  | \$ | 492.34   |
| 310961-01 | 183023430019 | \$ | 424.36   | \$ | 42.44  | \$ | 466.80   |
| 311050-01 | 193023230035 | \$ | 328.19   | \$ | 32.82  | \$ | 361.01   |
| 311134-01 | 183023210027 | \$ | 479.50   | \$ | 47.95  | \$ | 527.45   |
| 311266-01 | 173023320009 | \$ | 371.89   | \$ | 37.19  | \$ | 409.08   |
| 311332-01 | 173023320024 | \$ | 348.97   | \$ | 34.90  | \$ | 383.87   |
| 311514-01 | 183023240016 | \$ | 1,116.77 | \$ | 111.68 | \$ | 1,228.45 |
| 311597-02 | 183023240061 | \$ | 219.91   | \$ | 21.99  | \$ | 241.90   |
| 311787-01 | 193023140006 | \$ | 387.84   | \$ | 38.78  | \$ | 426.62   |
| 311910-01 | 193023110100 | \$ | 733.34   | \$ | 73.33  | \$ | 806.67   |
| 311928-01 | 193023110099 | \$ | 525.03   | \$ | 52.50  | \$ | 577.53   |
| 312132-01 | 183023440077 | \$ | 429.11   | \$ | 42.91  | \$ | 472.02   |
| 312157-01 | 183023440076 | \$ | 372.83   | \$ | 37.28  | \$ | 410.11   |
| 312173-01 | 183023440075 | \$ | 365.30   | \$ | 36.53  | \$ | 401.83   |
| 312603-01 | 183023140005 | \$ | 149.36   | \$ | 14.94  | \$ | 164.30   |
| 312629-01 | 183023140003 | \$ | 236.80   | \$ | 23.68  | \$ | 260.48   |

|           |              |    |          |    |        |    |          |
|-----------|--------------|----|----------|----|--------|----|----------|
| 312637-01 | 183023140002 | \$ | 147.83   | \$ | 14.78  | \$ | 162.61   |
| 312744-01 | 183023110091 | \$ | 485.30   | \$ | 48.53  | \$ | 533.83   |
| 312884-01 | 183023140049 | \$ | 767.15   | \$ | 76.72  | \$ | 843.87   |
| 312900-01 | 183023140051 | \$ | 484.10   | \$ | 48.41  | \$ | 532.51   |
| 312926-01 | 183023140053 | \$ | 439.32   | \$ | 43.93  | \$ | 483.25   |
| 312959-01 | 183023140037 | \$ | 428.26   | \$ | 42.83  | \$ | 471.09   |
| 313072-01 | 183023140043 | \$ | 349.06   | \$ | 34.91  | \$ | 383.97   |
| 313841-01 | 183023420020 | \$ | 712.15   | \$ | 71.22  | \$ | 783.37   |
| 313932-01 | 183023310010 | \$ | 702.60   | \$ | 70.26  | \$ | 772.86   |
| 314146-01 | 183023320005 | \$ | 161.99   | \$ | 16.20  | \$ | 178.19   |
| 314344-01 | 183023410025 | \$ | 217.36   | \$ | 21.74  | \$ | 239.10   |
| 314732-01 | 183023140093 | \$ | 147.83   | \$ | 14.78  | \$ | 162.61   |
| 314898-01 | 183023110030 | \$ | 572.13   | \$ | 57.21  | \$ | 629.34   |
| 314963-01 | 183023320030 | \$ | 350.64   | \$ | 35.06  | \$ | 385.70   |
| 315366-01 | 173023240001 | \$ | 179.00   | \$ | 17.90  | \$ | 196.90   |
| 315432-01 | 173023230039 | \$ | 1,421.94 | \$ | 142.19 | \$ | 1,564.13 |
| 315606-01 | 173023230021 | \$ | 347.29   | \$ | 34.73  | \$ | 382.02   |
| 315614-01 | 173023230007 | \$ | 157.32   | \$ | 15.73  | \$ | 173.05   |
| 316307-01 | 183023330025 | \$ | 1,160.32 | \$ | 116.03 | \$ | 1,276.35 |
| 316364-01 | 183023240050 | \$ | 186.87   | \$ | 18.69  | \$ | 205.56   |
| 316406-01 | 183023240032 | \$ | 384.02   | \$ | 38.40  | \$ | 422.42   |
| 316828-01 | 183023230012 | \$ | 192.73   | \$ | 19.27  | \$ | 212.00   |
| 316869-01 | 183023120014 | \$ | 428.71   | \$ | 42.87  | \$ | 471.58   |
| 316984-01 | 173023230031 | \$ | 181.84   | \$ | 18.18  | \$ | 200.02   |
| 317065-01 | 173023230027 | \$ | 489.99   | \$ | 49.00  | \$ | 538.99   |
| 317149-01 | 173023240016 | \$ | 576.07   | \$ | 57.61  | \$ | 633.68   |
| 317875-01 | 183023120039 | \$ | 147.83   | \$ | 14.78  | \$ | 162.61   |
| 318071-01 | 193023230013 | \$ | 147.83   | \$ | 14.78  | \$ | 162.61   |
| 318212-01 | 183023330037 | \$ | 550.60   | \$ | 55.06  | \$ | 605.66   |
| 318337-01 | 183023230019 | \$ | 634.11   | \$ | 63.41  | \$ | 697.52   |
| 318493-01 | 303023220021 | \$ | 446.53   | \$ | 44.65  | \$ | 491.18   |
| 318519-01 | 183023120008 | \$ | 388.05   | \$ | 38.81  | \$ | 426.86   |
| 318691-01 | 183023120059 | \$ | 428.20   | \$ | 42.82  | \$ | 471.02   |
| 318915-01 | 183023130020 | \$ | 425.57   | \$ | 42.56  | \$ | 468.13   |
| 319012-01 | 183023130026 | \$ | 714.18   | \$ | 71.42  | \$ | 785.60   |
| 319111-01 | 193023220043 | \$ | 365.34   | \$ | 36.53  | \$ | 401.87   |
| 319350-01 | 183023210037 | \$ | 570.40   | \$ | 57.04  | \$ | 627.44   |
| 319426-01 | 183023220011 | \$ | 339.55   | \$ | 33.96  | \$ | 373.51   |
| 319459-01 | 183023220013 | \$ | 231.50   | \$ | 23.15  | \$ | 254.65   |
| 320002-01 | 183023230075 | \$ | 557.85   | \$ | 55.79  | \$ | 613.64   |
| 320051-01 | 183023230062 | \$ | 153.23   | \$ | 15.32  | \$ | 168.55   |
| 320747-01 | 203023220046 | \$ | 798.68   | \$ | 79.87  | \$ | 878.55   |
| 321448-01 | 173023230070 | \$ | 622.00   | \$ | 62.20  | \$ | 684.20   |
| 321570-01 | 203023230086 | \$ | 879.95   | \$ | 88.00  | \$ | 967.95   |
| 321588-01 | 173023230065 | \$ | 523.08   | \$ | 52.31  | \$ | 575.39   |

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Totals \$ 122,177.91 \$ 12,217.83 \$ 134,395.74

**AR Delinquent Tax List**  
 Wednesday, June 3, 2026

| PARCEL NUMBER | CUSTOMER                                   | CODING          | BALANCE     | CERTIFICATION FEE | TOTAL AMOUNT |
|---------------|--|-----------------|-------------|-------------------|--------------|
| 193023430042  | FAIRVIEW PHARMACY                          | FALSE ALARM     | \$ 190.00   | \$ 19.00          | \$ 209.00    |
| 293023220005  | PENMAR PROPERTIES LLC                      | FIRE INSPECTION | \$ 250.00   | \$ 25.00          | \$ 275.00    |
| 323023240005  | TREND ENTERPRISES                          | FIRE INSPECTION | \$ 190.00   | \$ 19.00          | \$ 209.00    |
| 323023340014  | GOLDMARK PROPERTY MGMT, INC SAGE PARK APTS | FIRE INSPECTION | \$ 700.00   | \$ 70.00          | \$ 770.00    |
| TOTALS:       |  |                 | \$ 1,330.00 | \$ 133.00         | \$ 1,463.00  |



|                        |                       |
|------------------------|-----------------------|
| <b>Agenda Section:</b> | <b>Consent Agenda</b> |
| <b>Meeting Date:</b>   | <b>June 9, 2026</b>   |

**REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY**

**ITEM DESCRIPTION: Consider Authorizing Staff to Execute Grove Security Agreement for Replacement of Water Treatment Plant Security Cameras**

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

|                           |  |
|---------------------------|--|
| <b>Summary Statement:</b> | <ul style="list-style-type: none"> <li>• The security camera system at Water Treatment Plant 1 require replacement.</li> <li>• The current system is over eight years old and is starting to show signs of imminent hardware failure.</li> <li>• The City has partnered with Grove Security to install Verkada cameras at several other facilities such as Hansen Park East, Well 10, and several other parks, and has been satisfied with the equipment and functionality.</li> <li>• Verkada is an industry leader and has provided a very satisfactory experience for City staff since installation. Grove Security has proven a valuable and reliable partner for installation and ongoing maintenance.</li> </ul> |
|---------------------------|--|

|                         |   |
|-------------------------|---|
| <b>Recommendations:</b> | Authorize Staff to Execute Grove Security Agreement for Replacement of Water Treatment Plant Security Cameras |
|-------------------------|---|

|                              |  |
|------------------------------|--|
| <b>Applicable Deadlines:</b> | Prices quoted are valid until June 30, 2026. |
|------------------------------|--|

|                          |   |
|--------------------------|---|
| <b>Community Impact:</b> | Continued security at the New Brighton Water Treatment facility is essential to maintaining water operations. |
|--------------------------|---|

|                             |   |
|-----------------------------|---|
| <b>Legislative History:</b> | <p>Council has previously approved contracts with Grove Security for Verkada cameras at Public Works facilities.</p> <ul style="list-style-type: none"> <li>• 9/9/2025 for Well 10</li> <li>• 1/27/2026 for future Well 16</li> </ul> |
|-----------------------------|---|

|                            |                    |
|----------------------------|--------------------|
| <b>Strategic Priority:</b> | <u>City Assets</u> |
|----------------------------|--------------------|

|                       |                                 |   |
|-----------------------|---------------------------------|---|
| <b>Fiscal Impact:</b> | <b>Financial Consideration?</b> | <u>Yes</u>  |
|                       | Revenue/Expenditure Amount:     | \$38,787.80   |
|                       | Financing Source:               | <u>Other</u>  |
|                       | Notes:                          | Expenses will be paid for through Army reimbursement. |

|                     |   |    |           |
|---------------------|---|----|-----------|
| <b>Attachments:</b> | <table border="1"> <tr> <td>1.</td> <td>Agreement</td> </tr> </table> | 1. | Agreement |
| 1.                  | Agreement   |    |           |

**City of New Brighton - Water Treatment Plant - Surveillance**
**Quote #002016 v1**
**Prepared For:**
**City of New Brighton**

 Nick Kriz  
 803 Old Highway 8 NW  
 New Brighton, MN 55112

**P:** (763) 234-0644

**E:** Nick.Kriz@newbrightonmn.gov

**Prepared by:**
**Grove Security**

 Alex Burch  
 445 Minnesota St.  
 Suite 1500  
 Saint Paul, MN 55101

**P:** 612.250.3597

**E:** alex@grove-security.com

**Date Issued:**
**06.02.2026**
**Expires:**
**06.30.2026**
**Products - Surveillance**

| Description  | Price      | Qty | Ext. Price |
|--|------------|-----|------------|
| <b>Verkada Circle Junction Box Mount</b>   | \$92.65    | 1   | \$92.65    |
| <b>Verkada L-Bracket Mount</b>   | \$109.65   | 1   | \$109.65   |
| <b>Verkada Angle Mount, 30 deg</b>   | \$126.65   | 1   | \$126.65   |
| <b>Verkada Arm Mount</b>   | \$84.15    | 10  | \$841.50   |
| <b>Verkada Pendant Cap Mount</b>   | \$58.65    | 8   | \$469.20   |
| <b>Verkada Four-Camera Multisensor Pendant Cap Mount</b>   | \$118.15   | 1   | \$118.15   |
| <b>Verkada Square Junction Box Mount</b>   | \$75.65    | 2   | \$151.30   |
| <b>Verkada CD53 Indoor Dome Camera, 5MP, Zoom Lens, 256GB of Storage, Maximum 30 Days of Retention</b>                       | \$1,104.15 | 2   | \$2,208.30 |
| <b>Verkada CD53-E Outdoor Dome Camera, 5MP, Zoom Lens, 256GB of Storage, Maximum 30 Days of Retention</b>                    | \$1,274.15 | 6   | \$7,644.90 |
| <b>Verkada CF83-E Outdoor Fisheye Camera, 12MP, Fixed Lens, 512GB of Storage, Maximum 30 Days of Retention</b>               | \$1,529.15 | 3   | \$4,587.45 |
| <b>Verkada CB52-E Outdoor Bullet Camera, 5MP, Zoom Lens, 256GB of Storage, Maximum 30 Days of Retention</b>                  | \$1,359.15 | 2   | \$2,718.30 |
| <b>Verkada 3-Year Camera License, Capacity Increase</b>  | \$509.15   | 13  | \$6,618.95 |
| <b>Verkada CH53-E Outdoor Four-Camera Multisensor Camera, 4x5MP, Zoom Lens, 1TB of Storage, Maximum 30 Days of Retention</b> | \$2,889.15 | 1   | \$2,889.15 |
| <b>Verkada 3-Year Four-Camera Multisensor License, Capacity Increase</b>   | \$1,529.15 | 1   | \$1,529.15 |
| <b>Verkada CY53-E Outdoor Two-Camera Multisensor, 2x5MP, Zoom Lens, 512GB of Storage, Maximum 30 Days of Retention</b>       | \$1,869.15 | 1   | \$1,869.15 |
| <b>Verkada 3-Year Two-Camera Multisensor License, Capacity Increase</b>  | \$934.15   | 1   | \$934.15   |

**Products - Surveillance**

| Description  | Price | Qty | Ext. Price         |
|--|-------|-----|--------------------|
| <b>All of the following is also included, provided by Verkada:</b> <ul style="list-style-type: none"> <li>• <u>10-Year Hardware Warranty (2-business day replacement)</u> <ul style="list-style-type: none"> <li>◦ Device: CP52 and CD22(E) has 5-Year Hardware Warranty</li> </ul> </li> <li>• 24/7 Verkada support (including phone support)</li> <li>• Unlimited users for software access</li> <li>• Automatic Software &amp; Firmware Updates. Your system will be up to date at all times</li> <li>• Cloud Archive with unlimited storage</li> </ul> |       |     |                    |
| Subtotal:  |       |     | <b>\$32,908.60</b> |

**Services - Surveillance**

| Description   | Price      | Qty | Ext. Price        |
|---|------------|-----|-------------------|
| <b>Professional Installation Services &amp; Materials</b> | \$5,208.70 | 1   | \$5,208.70        |
| Subtotal:   |            |     | <b>\$5,208.70</b> |

**Legal Terms**

Note 1: All labor is warranted for 90 days from date of installation. If adjustments during this period exceed 10-labor hours, an hourly rate will be administered.

Note 2: 100% of hardware and software and 50% of Installation costs are due at signature, remaining balance due at project completion. If the total project is less than \$10,000, 100% of the quote is due at signature.

Note 3: Rescheduling and redeployment of Grove Security's technicians due to unacceptable site preparation may cause scheduling delays and additional travel expenses will be billed.

Note 4: This Agreement shall be construed and enforced under the laws of the State of Minnesota without regard to its conflicts of laws principles and any action maintained by the Parties hereto shall be commenced solely within the state or federal courts located in Washington County, Minnesota.

Note 5: Grove Security reserves the right to charge Customer interest on any overdue payments at one-and-one-half percent (1.5%) per month (18% per year), or the maximum amount allowed by applicable law. If Customer fails to make payment within sixty (60) days from the date of invoice, Grove Security will be entitled to withdraw any allowances, discounts, and other concessions.

| Quote Summary           | Amount             |
|-------------------------|--------------------|
| Products - Surveillance | \$32,908.60        |
| Services - Surveillance | \$5,208.70         |
| Subtotal:               | <b>\$38,117.30</b> |
| Shipping:               | <b>\$670.50</b>    |
| Total:                  | <b>\$38,787.80</b> |

| Acceptance            |                             |
|-----------------------|-----------------------------|
| <b>Grove Security</b> | <b>City of New Brighton</b> |
| Alex Burch            | Nick Kriz                   |
| Signature / Name      | Signature / Name Initials   |
| 06/02/2026            |                             |
| Date                  | Date                        |



|                        |                       |
|------------------------|-----------------------|
| <b>Agenda Section:</b> | <b>Consent Agenda</b> |
| <b>Meeting Date:</b>   | <b>June 9, 2026</b>   |

**REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY**

**ITEM DESCRIPTION: Consider Application for Solicitor License for Lionheart Building and Consultants to extend their license for an additional month**

**Action Requested:** Motion

**Form of Action:**  
N/A or Other

**Votes Needed:**  
N/A

|                           |   |
|---------------------------|---|
| <b>Summary Statement:</b> | Lionheart Building and Consultants has requested to extend their previously approved solicitor license for one more month, June 12 - July 12, 2026. The required fee has been paid. |
|---------------------------|---|

|                         |   |
|-------------------------|---|
| <b>Recommendations:</b> | To extend the solicitor license for Lionheart Building and Consultants for one more month, valid June 12 through July 12, 2026. |
|-------------------------|---|

|                              |      |
|------------------------------|------|
| <b>Applicable Deadlines:</b> | None |
|------------------------------|------|

|                          |  |
|--------------------------|--|
| <b>Community Impact:</b> | Allow a local business an opportunity to reach out to the surrounding community and offer home improvement services. |
|--------------------------|--|

|                             |  |
|-----------------------------|--|
| <b>Legislative History:</b> | City Code Chapter 20 regulates solicitor licenses. |
|-----------------------------|--|

|                            |            |
|----------------------------|------------|
| <b>Strategic Priority:</b> | <u>N/A</u> |
|----------------------------|------------|

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

|                     |  |
|---------------------|--|
| <b>Attachments:</b> |  |
|---------------------|--|



|                        |                         |
|------------------------|-------------------------|
| <b>Agenda Section:</b> | <b>Council Business</b> |
| <b>Meeting Date:</b>   | <b>June 9, 2026</b>     |

**REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY**

**ITEM DESCRIPTION: Housing Action Plan: Final Deliverables and Policies Overview**

**Action Requested: Discussion**

**Form of Action: N/A**

**Votes Needed: N/A**

|                           |  |
|---------------------------|--|
| <b>Summary Statement:</b> | Work on all Housing Action Plan items is finally complete! On June 9th, staff will present the final version of the Inclusionary Housing Policy for potential adoption by the City Council, and will summarize the entirety of the work completed under this grant (including the home improvement loan program, the zoning audit, and the developer engagement strategy; all of which will benefit the City for years to come). |
|---------------------------|--|

|                         |  |
|-------------------------|--|
| <b>Recommendations:</b> | Consideration of the finalized Inclusionary Housing Policy. If deemed ready for approval, staff would ask Council to take action on the provided resolution in sub-item (1). |
|-------------------------|--|

|                              |       |
|------------------------------|-------|
| <b>Applicable Deadlines:</b> | None. |
|------------------------------|-------|

|                          |  |
|--------------------------|--|
| <b>Community Impact:</b> | The outcomes from the Housing Action Plan efforts will have impact on the community for years to come. |
|--------------------------|--|

|                    |   |
|--------------------|---|
| <b>Legislative</b> | <b>Late 2025:</b> Met Council Policy Development Grant acquired to complete a |
|--------------------|---|

|                 |   |
|-----------------|---|
| <b>History:</b> | <p>Housing Action Plan, An Inclusionary Housing Policy is identified as a desired outcome from these efforts.</p> <p><b>March/April 2026:</b> A draft inclusionary housing policy is shared with Council, the Equity Commission, and EDC for thoughts and feedback.</p> <p><b>June 2026:</b> Final Inclusionary Housing Policy presented to Council for potential adoption.</p> |
|-----------------|---|

|                            |   |
|----------------------------|---|
| <b>Strategic Priority:</b> | <p><b><u>Economic Development</u></b></p> <p><b><u>Community Engagement &amp; Belonging</u></b></p> |
|----------------------------|---|

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

|                     |    |   |
|---------------------|----|---|
| <b>Attachments:</b> | 1. | Housing Action Plan (Final Draft)         |
|                     | 2. | Inclusionary Housing Policy (Final Draft) |
|                     | 3. | Presentation Slides                       |

**New Brighton**

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# Housing Action Plan – Policy Priorities and Recommendations

2026 to 2028

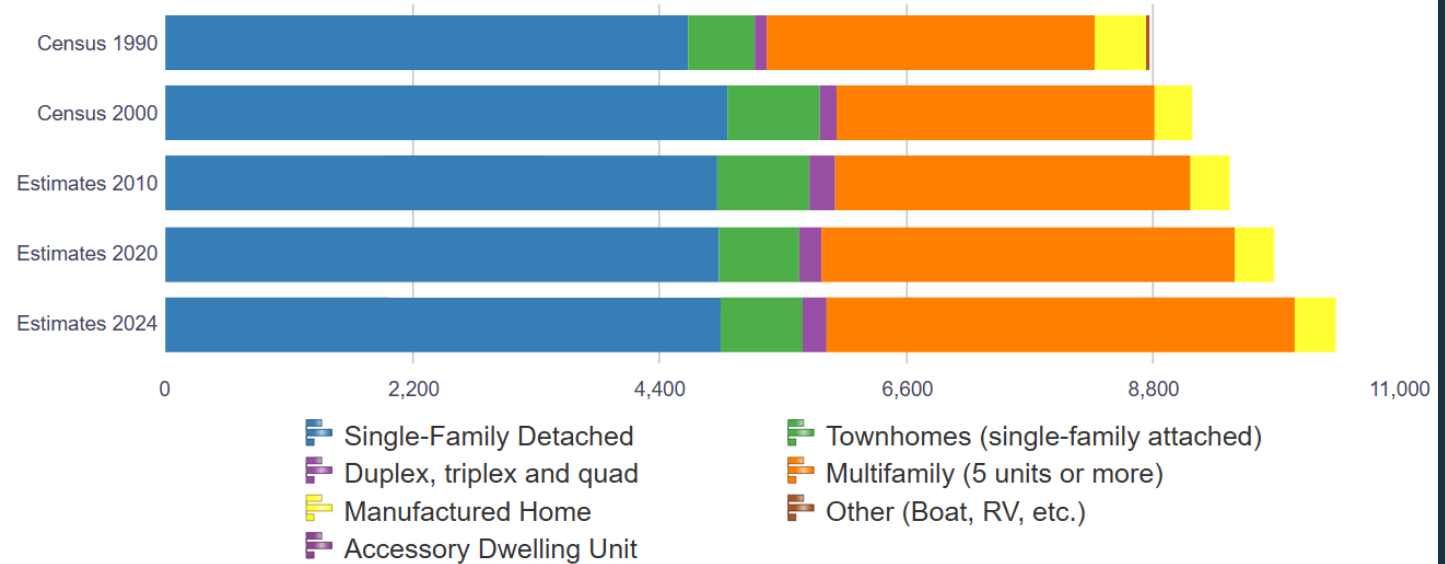
# Purpose of this Work

- Refresh knowledge about who lives in New Brighton and the types of housing offered
- Re-state the goals of the city are related to housing
- To prioritize three immediate actions to implement to achieve these goals
- Research, review, and bring forward three housing-forward policies
- Outline a plan for use of Local Affordable Housing Aid, and other available resources

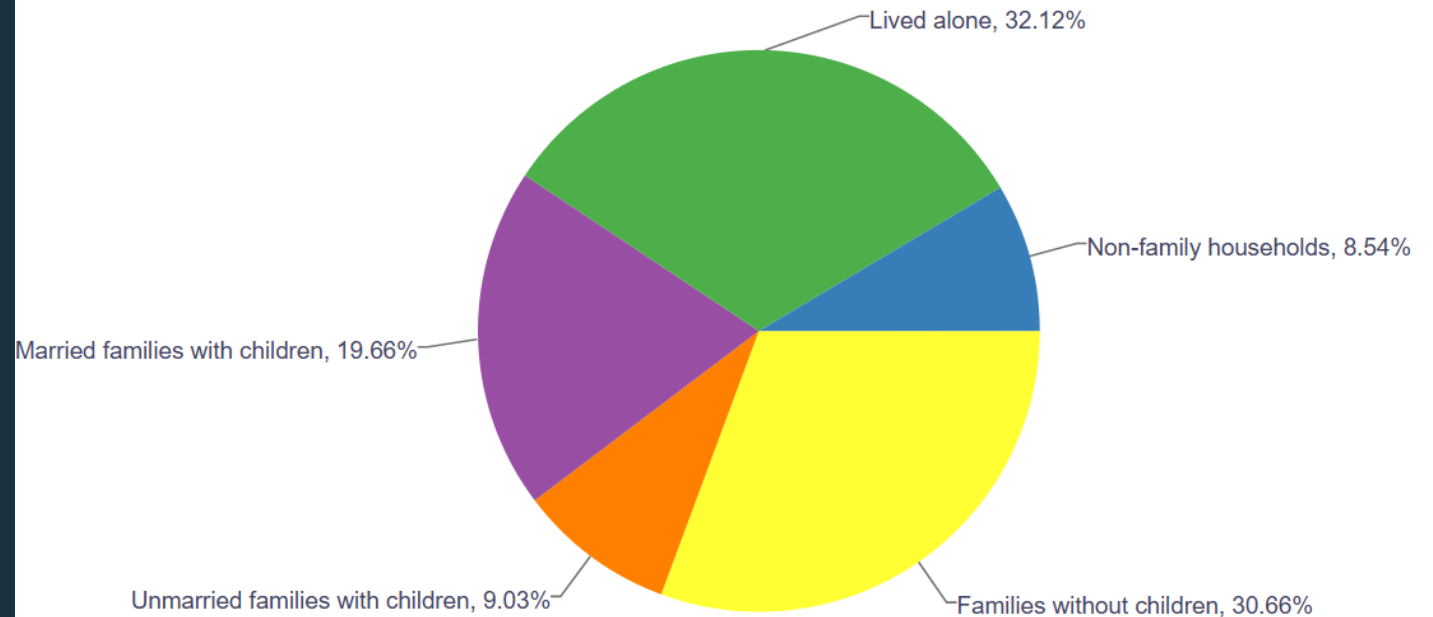
## Notable Findings

- There are almost 6,000 single-family homes (attached and detached) in the community
- There are 2,874 families with children
- There are 4,000 units in multi-family developments
- There are over 3,200 people leaving alone in New Brighton (more than living with children)
- There are over 3,000 two person households
- **There is a mismatch between the size of homes and the size of households**

### Housing Type in New Brighton



### Household Type in New Brighton

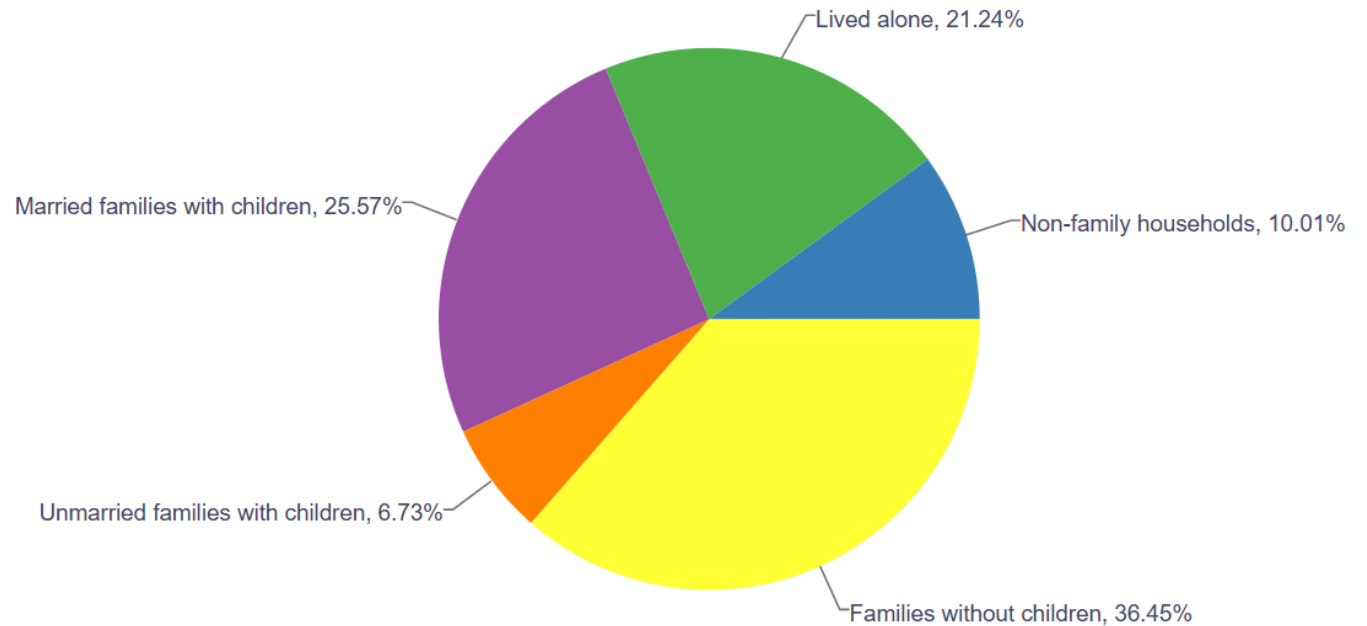


## Notable Findings

- Percentage of people living alone is only notable increase in share
- **People living alone increased from 21% to 32% - this is a 1,408 household increase**
- There is a 30% increase in households living alone since 1990
- Number of families with children in New Brighton has not changed

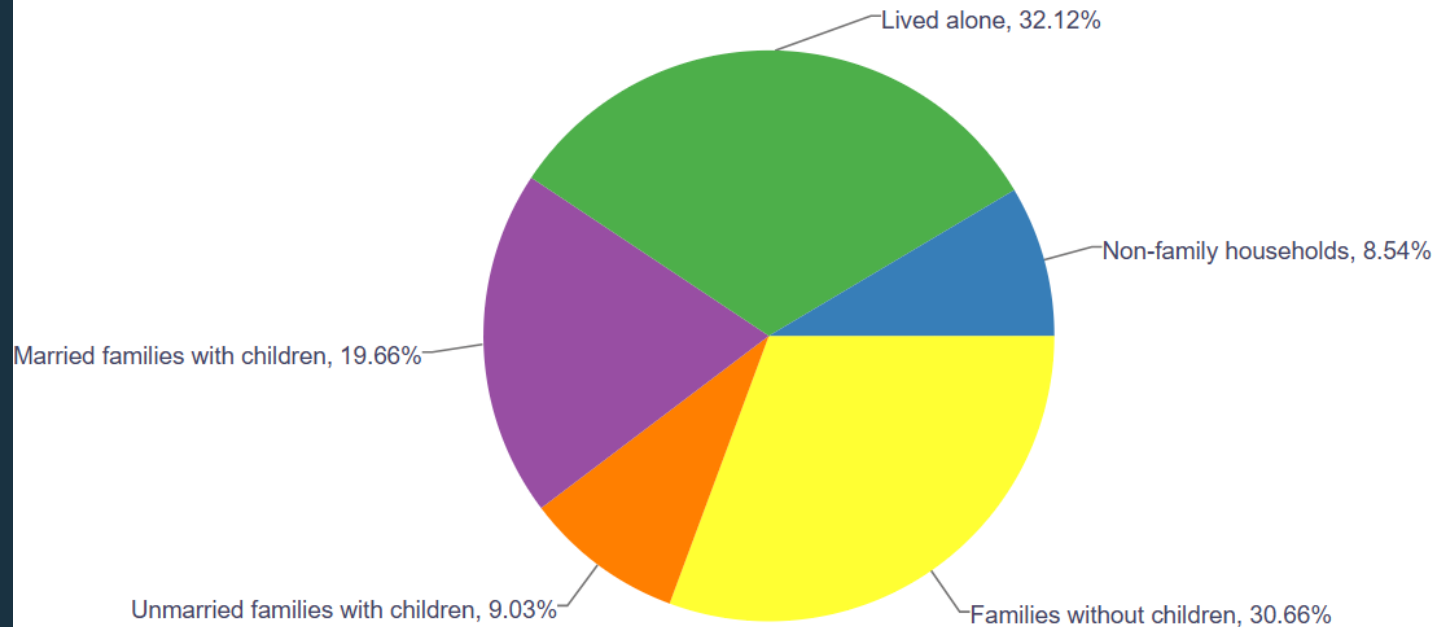
**1990**

### Household Type in New Brighton



**2019-2023**

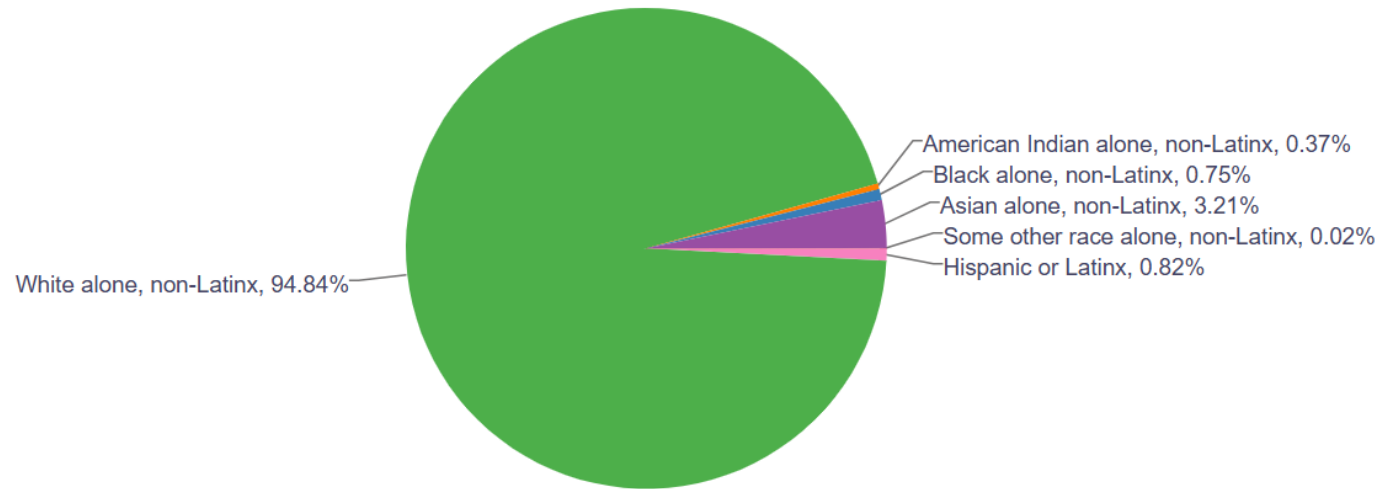
### Household Type in New Brighton



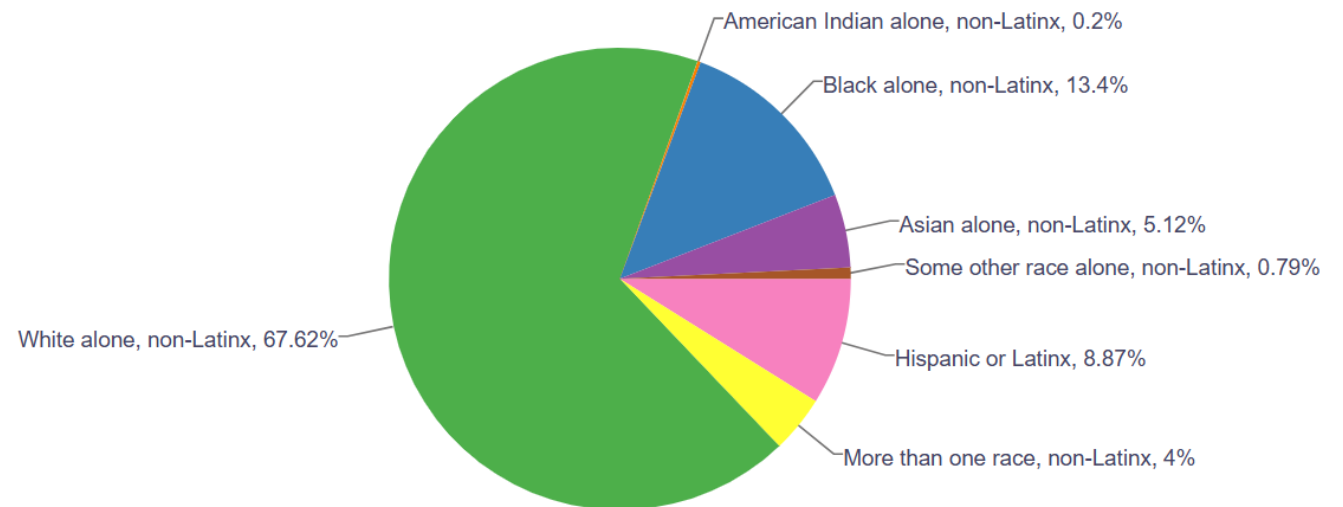
## Notable Findings

- New Brighton is adding cultural and racial diversity
- Black population went from 166 people to 3,275 people
- Hispanic population went from 182 people to 2,167 people
- Small increase in Asian population
- There are differences in culture across census-defined races
- There are differences in housing needs and expectations across cultures

### 1990 Population by Race and Ethnicity in New Brighton



### 2019-2023 Population by Race and Ethnicity in New Brighton



## From Housing Study

- **New Brighton's population spans the age spectrum**, with a slightly higher share of older residents.
- **New Brighton residents have attained slightly more levels of formal education than the metropolitan area average.**
- **New Brighton residents are racially diverse**, slightly exceeding the minority share of the metropolitan area as a whole.
- **New Brighton's mix of household types is fairly similar to the metro-wide household mix.**
- **New Brighton's median household and per capita income is slightly lower than the metropolitan area median and per capita income**, but a geographic analysis shows that average incomes in some parts of New Brighton are well above the Twin Cities average, and in other parts of New Brighton they are well below average.
- **Over a third of New Brighton housing units are rented**, which is slightly higher than average for the Twin Cities.
- **There are many households in New Brighton that are housing cost burdened**, especially among households in lower income brackets.

## From Housing Study

New Brighton has a diverse housing inventory encompassing apartment complexes, condominiums, cooperatives, townhomes, single family homes and mobile homes. The predominant housing types are single family homes and apartment buildings, most of which were developed over 50 years ago. The age of development of most New Brighton housing implies that in some cases there is deferred maintenance or deterioration of properties that have not been sufficiently tended to over that period.

There are a number of senior living options in New Brighton that have different care focuses—from independent living to assisted living, memory care and skilled nursing care.

New Brighton offers a set of affordable housing developments, including two longstanding Section 8 housing projects, and two large, recently developed projects that were funded with affordable housing tax credits and are affordable to households earning 60% of the area median income.

New Brighton has a wealth of naturally occurring affordable housing in its legacy apartment buildings and mobile home parks. Both are an important resource for low to moderate income households.

## From Housing Study

- For new construction, market rate and rent restricted apartments are demanded in the city
- The demand for rent restricted apartments is essentially bottomless and the city has not built enough of this product to keep up with demand
- It is important to maintain your existing, diverse housing stock

## Conclusions from the Research

1. New housing should be geared towards aging, single person and two person households
  - Two bedrooms
  - High amenity
  - Low maintenance
  - Active, senior, assisted and memory care
2. Investing in and maintaining existing housing preserves and encourages homes for families, existing and future
3. Understanding the cultural housing needs as the community continues to diversify is important



# GOAL 1 Preserve a Diverse Stock of Well-Maintained Housing and Neighborhoods

STRATEGIES



**1**  
Maintain and Enhance Existing Housing Stock

**2**  
Provide a wide variety of housing types

**3**  
Promote walkable, safe, and connected neighborhoods

**4**  
Ensure a supply of affordable housing

ACTIONS



**1.1 Establish and fund a housing re-hab program**  
  
1.2 Evaluate condition of existing housing stock  
  
1.3 Review code requirements for maintenance

2.1 Provide co-op conversion support

**4.1 Establish a manufactured home re-hab fund**  
  
4.2 Provide land trust conversion support  
  
4.3 Provide first time or first generation home-buyer assistance



## GOAL 2 Produce More Housing in New Brighton

### STRATEGIES



5

Develop more market rate, affordable, senior, and co-op apartments

6

Allow more ADUs

7

Provide a mix of market rate and affordable housing developments

### ACTIONS



5.1 Build a housing development capital fund

**5.2 Take an active role in identifying sites and recruiting developers**

**5.3 Undertake zoning reform to allow multi-family in more parts of the city**

6.1 Zoning reform to allow ADUs (this has been completed)

**7.1 Develop an inclusionary housing policy**



# 5

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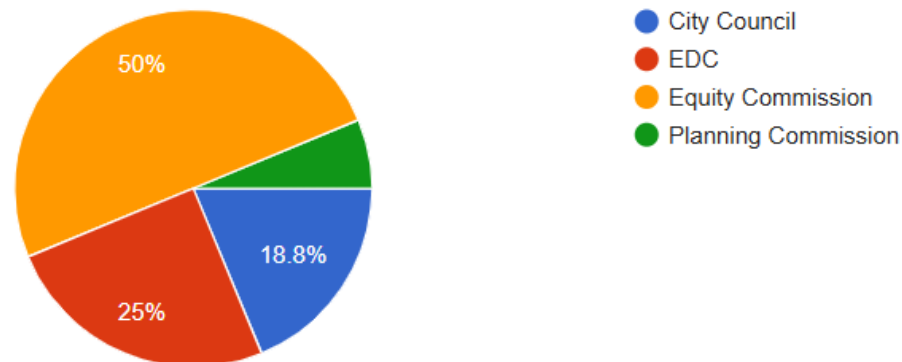
## Priority Actions and Implementation

## Housing Priority Methodology

- Summarized all housing policy directives in housing study and comp plan
- Removed the items that have been completed
- Asked PC, CC, Equity Commission and Planning Commission to score from 1 to 5 (least important to most important)
- Combined and averaged

Which body do you represent?

16 responses



## Results of the Survey

- Clear consensus among groups on home re-hab as one of top priorities – scored highest overall
- Home re-hab focused on manufactured housing scored second highest overall
- An inclusionary housing policy (with financial support from city) second third highest overall
- Developer engagement strategy and zoning amendments to allow more housing scored well with Council as well

## Recommendations/Next Steps

1. Move forward with a home re-hab program and also include provisions for manufactured homes
2. Move forward with an incentive based inclusionary housing program
3. Complete a zoning audit, with recommendations for ordinances
4. Develop a targeted housing development developer engagement strategy

# New Brighton Inclusionary Housing Policy

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## Section 01: FINDINGS.

The City Council finds and declares the following:

- A) The health, safety and economic welfare of present and future residents depends on the availability of a range of housing choices affordable to persons and families who comprise the city's workforce;
- B) Stable, safe, and affordable housing has measurable health benefits for persons and families;
- C) There is a need to encourage and assist in the development of affordable housing for families who are part of the workforce who fall within the extremely low to low income categories;
- D) The preservation of naturally occurring affordable housing (NOAH) is of concern as rental housing costs are increasing; accordingly, creating tools and incentives for the redevelopment or substantial renovation of NOAH units, which may impact their relative affordability, is a city priority;
- E) The City's Comprehensive Plan, as required by the Metropolitan Council, sets forth policies related to the development of affordable housing; and
- F) It is in the best interests of the residents of this community to develop initiatives to provide various affordable housing programs to aid in the development, financing and acquisition of affordable housing.

## Section 02: PURPOSE.

The purpose of this policy is to:

- A) Maintain a balanced community that provides housing for households at all income levels;
- B) Ensure that affordable housing is available to the employees of businesses that are located in or will be located in the city and the region;
- C) Implement the affordable housing goals, policies, and objectives contained in the City's Comprehensive Plan and City Council's Strategic Priorities;

- D) To support the continued creation and preservation of all housing types at all income levels and not constrain market rate housing creation and preservation within the city;
- E) Establish an affordable housing program that offers an array of tools, incentives, and compliance options for promoting flexibility in development while at the same time is adaptable to changing economic circumstances and market conditions;
- F) Allow for the City Council to periodically review and revise these requirements for changing economic circumstances and to ensure responsiveness to local housing needs and real estate market conditions; and
- G) Allow a bundling of more than one of the city's affordable tools, options, and methods toward a single development in an effort to provide the greatest chance of reaching the extremely low and very low income populations in need of affordable housing.

### Section 03: AUTHORITY.

- A) M.S. § 462.358, subd. 1a, provides that a municipality may adopt and maintain in effect any law, ordinance, rule, or other measure that is adopted for the purpose of increasing the supply of affordable housing using land use mechanisms such as affordable housing ordinances, notwithstanding any other provisions of the law;
- B) M.S. § 462.358, subd. 11, provides that a municipality may enter into an agreement with an applicant that provides for a portion of housing units be affordable with established pricing and long-term affordability, notwithstanding any other provisions of the law; and
- C) M.S. § 473.859 requires municipal comprehensive plans to promote the creation of affordable housing for low and moderate income individuals and families.

### Section 04: DEFINITIONS.

The following words and terms, when used in this chapter, have the following meanings unless the context indicates otherwise.

**ACCESSORY DWELLING UNIT.** See **DWELLING, ACCESSORY.**

**AFFORDABLE HOUSING UNIT** qualifies as such when no more than 30% of the gross income of the household is required to pay for such housing and utility costs, fees and charges AND is rented for an amount that is affordable to households at or below 30%, 50%, or 60% of AMI.

**AFFORDABLE HOUSING DEVELOPER.** A developer of housing whose portfolio serves households at or below 60% of AMI.

**AFFORDABLE HOUSING PLAN.** The plan submitted by a developer as part of a final site and building plan or final development plan approval pursuant to city code and zoning requirements.

**AREA MEDIAN INCOME (AMI).** The median household income as most recently determined by the United States Department of Housing and Urban Development for the Minneapolis-St. Paul-Bloomington, Minnesota-Wisconsin Metropolitan Statistical Area, as adjusted for household size and number of bedrooms.

**DENSITY BONUS UNIT.** A unit, as a result of an increase in density, permitted above the per acre limit established by the city code.

**DEVELOPMENT.** A new or existing residential housing development at a site, including a mixed-use development with a housing component, for which approvals have been or are being sought from the city.

**DEVELOPER.** Any person, individual, firm, partnership, association, joint venture, company, corporation or any combination of said entities.

**ELIGIBLE HOUSEHOLD.** A household with an annual income at less than or equal to the required AMI of an eligible housing unit.

**HOUSEHOLD.** One person or more living alone or two or more persons sharing residency.

**HOUSING TAX INCREMENT.** Increments from a housing district that can be used to finance affordable housing projects or public improvements that are directly related to the project, as well as administrative expenses pursuant to state law.

**MARKET RATE UNIT.** A residential dwelling unit marketed for sale or lease above 115% of AMI.

**NATURALLY OCCURRING AFFORDABLE HOUSING (NOAH).** Existing owner-occupied or rental residential housing that is (a) affordable for at least 20% of the units to a household at or below 60% of AMI before re-hab (b) classified in the Class B and C real estate categories, and (c) was constructed between 1940 and 1990.

**OWNER.** The individual or entity who holds title to a property as indicated in Hennepin County's property records.

**PRIMARY RESIDENCE.** The legal and verified permanent residence of a household.

**RESIDENTIAL DEVELOPMENT.** A residential or mixed use development, that includes any single family, duplex, townhouse, condominium dwelling, co-living, or other residential unit. This term includes the conversion of rental housing to condominiums or similar residential uses if applicable.

**SITE.** A lot, or group of adjacent lots intended, designated or approved to function as an integrated unit, that is proposed for development in accord with the provisions of this code and is in a single ownership or has multiple owners, all of whom execute a joint application for development.

**SUBSTANTIAL REHABILITATION.** When the cost of improvement of an affordable housing building exceeds 20% of the value of the property, excluding land, after improvements.

## Section 05: APPLICABILITY

This policy is applicable to new residential construction, regardless of type of dwelling unit, if a city-funded public subsidy of any sort is requested.

- A) Single Family/townhome development. For newly constructed or infill single-family detached or attached residential developments with 20 or more newly created dwelling or co-living units, at least 10% of the newly created units must be affordable to households up to 115% AMI.
- B) Multi-family development. For newly constructed, converted, or infill multi-family, residential developments with 20 or more newly created dwelling or co-living units, at least 5% of the units must be affordable to households at or below 30% of AMI; or at least 10% of the newly created units must be affordable to households at or below 50% of AMI; or at least 20% of the units must be affordable to households at or below 60% of AMI.
- C) Calculating affordable units. In determining the number of housing units required under this chapter, any decimal fraction less than 0.5 is rounded down to the nearest whole number and any decimal fraction of 0.5 or more is rounded up to the nearest whole number. When a density bonus is being granted any additional units authorized and approved as a density bonus are not counted in determining the required number of affordable units.
- D) Phasing. Developments subject to this chapter include but are not limited to development that is undertaken in phases, stages, or otherwise developed in distinct parts.

- E) Preservation and rehabilitation. When a NOAH property with 20 or more units that receives some form of financial assistance from the city is transferred, or is otherwise conveyed to a new owner or member of the prior owner, or undergoes substantial rehabilitation, then at least 30% of the units must be preserved as affordable to households at or below 60% of AMI through approval of an affordable housing plan and execution of an affordable housing agreement. Furthermore, adherence to this policy requires that the rents on units are not increased for one year after completion of the re-habilitation of the unit. This section does not apply to a NOAH property of 19 or fewer units. "Financial assistance" only includes direct financial assistance from the city and does not include participation in the 4d property tax program or the Section 8 housing choice voucher program.
- F) Unit equivalency. Units that are marketed and rented as affordable must be the same unit mix, unit sizes (by bedrooms) and quality. Every effort should be made to ensure the units rented as affordable are the same, with the same access to amenities, as the market rate units. This will be verified at the time of submittal of the Affordable Housing Plan and at annual reporting.

## Section 06: AFFORDABLE HOUSING TOOLS AND INCENTIVES.

Developers creating any of the following housing types which create 20 or more total dwellings, or that preserve 20 or more NOAH dwelling units, are eligible to use any of the below affordable housing tools and incentives for which the development may qualify:

## Section 07: DENSITY BONUS.

To further incentivize the creation of eligible housing units, a residential development qualify for the following density bonuses, through the needed reduction in minimum lot size area per unit for each affordable unit provided at varying household income levels as follows:

- A) Each extremely low (30% AMI) and very low income household unit (50% AMI) qualifies the overall development for two bonus dwelling units up to a maximum of a 50% increase over current zoning; and
- B) Each low income household unit (60% AMI) qualifies the overall development for one bonus dwelling unit up to a maximum of a 50% increase over current zoning.

### **Section 08: OPEN SPACE REDUCTION.**

To incentivize the creation of eligible housing units, a residential development that adheres to this section may reduce the required minimum usable open space subject to City Council review.

### **Section 09: HEIGHT BONUS.**

To incentivize the construction of a mixture of affordable housing units, the developer of a multiple-family development that adheres to this section qualifies for a height bonus of one additional story and 10 additional feet above the height limit established in the underlying zoning district.

### **Section 10: PARKING REDUCTION.**

To incentivize the creation of eligible housing units, a residential development that includes eligible units qualifies for a 30% reduction in the total number of parking spots required.

### **Section 11: LAND WRITE-DOWN FOR AFFORDABLE HOUSING ON CITY-OWNED LAND.**

Any sales price reduction on city-owned land must be approved by the City Council. Where a land write-down is approved, the city shall require at minimum 30-year deed restriction on those units identified as affordable.

### **Section 12: AFFORDABLE HOUSING TRUST FUND.**

The city may consider awarding funding from the Affordable Housing Trust Fund, if created through ordinance.

### **Section 13: HOUSING (OR OTHER ELIGIBLE) TAX INCREMENT FINANCING (TIF).**

Upon showing of a demonstrated need, the city may offer the use of a Housing (or other eligible) TIF district to incentivize the creation of housing developments that adhere to this section.

## Section 14: AFFORDABLE HOUSING PLAN REQUIREMENTS.

- A) Affordable housing plan. Each residential development to which this policy applies must submit an affordable housing plan to the city as a part of any application for development.
- B) Content. The affordable housing plan must include the following:
  - 1. A summary of the tools, methods, and related approaches being used to meet the requirements;
  - 2. The development philosophy and description of project performance metrics including but not limited to, development returns (such as return on costs), return on equity, and both leveraged and unleveraged internal rate of return;
  - 3. The number, location, and description of the structure (i.e. attached, semi-attached, or detached, size, and cost of the proposed market rate and affordable units, etc);
  - 4. Description of affordable housing tools and incentives being requested;
  - 5. A site plan and floor plan depicting the location of affordable and market rate units;
  - 6. The income levels to which each affordable unit will be made affordable;
  - 7. The methods to be used to advertise the availability of affordable units;
  - 8. For a phased development, a phasing plan that provides for the timely development of the number of affordable units proportionate to the number of market rate units for each proposed phase of development;
  - 9. Written confirmation that households with U.S. Department of Housing and Urban Development (HUD) Housing Choice Voucher rent assistance will be considered for tenancy in rental development;
  - 10. Written confirmation that the development will remain in compliance with monitoring and auditing requirements;
  - 11. The methods to be used to maintain affordability and the duration over which affordability will be maintained; and
  - 12. Any additional information reasonably requested by the Department of Community Assets & Development

## Section 15: RENTAL PRICE LEVELS FOR AFFORDABLE UNITS AND ECONOMIC STABILITY.

- A) The affordable housing plan is required to specify rental rates based on both household income categories and unit sizes. All units must be leased exclusively to qualified households that meet eligibility criteria. At the time of lease execution, the monthly rent for each designated affordable unit must be set at a level that is proposed by this policy.
- B) After the signing of the initial lease with an eligible household, the lease may be renewed to the same household as follows:
  - 1. Unless in conflict with the requirements of other funding, an extremely low, very low, or low income household whose household income rises may remain an eligible household for one additional period of up to five years provided the household income does not exceed 140% of the applicable median income adjusted for family size.
  - 2. An extremely low, very low, or low income household whose household income falls below the income level for which the household originally qualified due to loss of employment that is not the result of a local, state or federal crime and the household is otherwise in good standing as a tenant, may qualify to receive partial rent assistance from the Affordable Housing Trust Fund (if one is created and funds are available), for up to two years provided the household can meet the requirements of the eligible housing guidelines.
  - 3. As a household transitions out of eligibility for an eligible housing unit, the next unit of similar size and type that becomes vacant must be assigned an affordable rent and be made available to a household whose income is at or below the unit's required AMI as established in the development agreement required pursuant to Section 17 .
- C) Upon the request of the city, a household or property manager must submit documentation in a form acceptable to the city that the household remains eligible for an eligible housing unit.

## Section 16: ELIGIBILITY FOR AFFORDABLE UNITS.

No household may purchase or lease an eligible housing unit created as a result of this policy unless the household is a qualifying household pursuant to the requirements of this policy and the household occupies the housing unit as its primary residence.

## **Section 17: AFFORDABLE HOUSING AGREEMENT.**

- A) Prior to the issuance of a building permit for any units in an affordable housing development or any development, including NOAH preservation, in which an eligible housing unit is required, the applicant must have entered into a development agreement with the city. The development agreement must set forth the commitments and obligations of both the city and the applicant, including those requirements and limitations set forth in this policy such as, but not limited to, the affordable housing plan.
- B) The applicant must execute any and all documents deemed necessary by the city in a form to be established by the city, including without limitation, covenants, deed restrictions, and related instruments, including requirements for income qualification to ensure the continued affordability of the eligible housing units in accordance with this policy.
- C) The development agreement may contain a right of first refusal statement providing the city, or another entity, with the option to purchase the property to preserve the eligible housing units before the development is placed on the open market for resale.

## **Section 18: COMPLIANCE OF AFFORDABLE HOUSING AGREEMENT AND AFFORDABILITY CONTROLS.**

- A) The affordable housing development agreement must compel the applicant or applicant's agent responsible for managing eligible housing units in a rental development to submit an annual report by February 1 for the previous calendar year that includes the following information for each development site:
  - 1. A list of all eligible housing units;
  - 2. Vacancy information;
  - 3. The monthly rent for each eligible housing unit;
  - 4. Monthly income for tenants of each eligible housing unit;
  - 5. Information sufficient to determine whether tenants of rented units qualify as extremely low, very low, low or moderate-income households; and
  - 6. Any other information as required by the city, while ensuring tenant privacy rights.
- B) For all sales of for-sale eligible housing units, the parties to the conveyance must execute and record such documentation as required by the affordable housing development agreement. Such documentation must include the applicable provisions of this chapter and provide, at a minimum, each of the following:

1. The eligible housing unit must only be sold to and occupied by eligible households for the first 20 years (30 years if a land writedown from the city was included) from the date of the initial certificate of occupancy; and
  2. The housing unit must be conveyed subject to restrictions that maintain the affordability of such eligible housing units for eligible households.
- C) In the case of rented housing units, the owner of the housing development must execute and record such documentation as required by the affordable housing development agreement. Such documentation must include the applicable provisions of this chapter and provide, at a minimum, each of the following:
1. The eligible housing units must be leased to and occupied by eligible households;
  2. The eligible housing units must be leased at rent levels affordable to eligible households for a period of 20 years (30 years if a land writedown from city was included) from the date of the initial certificate of occupancy; and
  3. Subleasing of eligible housing units is not permitted without the express written consent of the Department of Community Assets & Development.

## Section 19: ESTABLISHMENT OF TRUST FUND.

The city may establish an Affordable Housing Trust Fund for the purpose of collecting funds related to the city's affordable housing programs pursuant to this policy as well as providing a fund to be funded by a variety of other, eligible sources.

## Section 20: SEVERABILITY.

If any section, subsection, paragraph, sentence or clause of this chapter is held to be unconstitutional, the remaining portions will remain valid and in force. The City Council hereby declares that it would have passed each section, subsection, sentence, paragraph, and clause despite the finding of unconstitutionality of one or more of the sections, subsections, paragraphs, sentences, or clauses.

## Section 21: PENALTY.

Violation of any provision of this chapter will be a misdemeanor. Civil penalties may also be issued pursuant to (fill in with proper NB references). However, nothing in this ordinance will be construed to limit the city's other available legal remedies for any violation of the law, including without limitation, criminal, civil and injunctive actions.

**New Brighton**

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# Housing Action Plan – Inclusionary Housing Policy Approval And Housing Action Plan Wrap-up

City Council – June 8, 2026

# Purpose of this Work

- Refresh knowledge about who lives in New Brighton and the types of housing offered
- Re-state the goals of the city that are related to housing
- To prioritize three immediate actions to implement to achieve these goals
- Research, review, and bring forward three housing-forward policies
- Outline a plan for use of Local Affordable Housing Aid, and other available resources



# GOAL 1 Preserve a Diverse Stock of Well-Maintained Housing and Neighborhoods

STRATEGIES



**1**  
Maintain and Enhance Existing Housing Stock

**2**  
Provide a wide variety of housing types

**3**  
Promote walkable, safe, and connected neighborhoods

**4**  
Ensure a supply of affordable housing

ACTIONS



**1.1 Establish and fund a housing re-hab program**  
  
1.2 Evaluate condition of existing housing stock  
  
1.3 Review code requirements for maintenance

2.1 Provide co-op conversion support

**4.1 Establish a manufactured home re-hab fund**  
  
4.2 Provide land trust conversion support  
  
4.3 Provide first time or first generation home-buyer assistance



## GOAL 2 Produce More Housing in New Brighton

### STRATEGIES



5

Develop more market rate, affordable, senior, and co-op apartments

6

Allow more ADUs

7

Provide a mix of market rate and affordable housing developments

### ACTIONS



5.1 Build a housing development capital fund

**5.2 Take an active role in identifying sites and recruiting developers**

**5.3 Undertake zoning reform to allow multi-family in more parts of the city**

6.1 Zoning reform to allow ADUs (this has been completed)

**7.1 Develop an inclusionary housing policy**

## Recommendations from Housing Action Plan

1. *Move forward with a home re-habilitation program and also include provisions for manufactured homes*
2. **Move forward with an incentive based inclusionary housing program**
3. Complete a zoning audit, with recommendations for ordinances, to make zoning more housing friendly
4. Develop a targeted housing developer engagement strategy

## Inclusionary Housing Policy – Why?

- Desire for mixed income housing
- Desire for more affordable options
- Partnership with developers
- Lays out a framework for decision-making for city financial participation

## Inclusionary Housing Policy – Key Points

- Lists incentives for developers to add income restricted units
- Incentives include density bonuses, height bonuses, parking reduction, fee waivers, land writedowns and TIF/LAHA or other city funding
- Must have a mechanism for enforcing this (Plan and Agreement) which requires staff review and oversight

## How does it work?

1. Takes a very similar form to many inclusionary programs throughout the metro area (less complicated)
2. Applies only when a development asks for city money/land writedowns
3. Administered through city land use process and development agreement
4. Requires a plan and annual reporting

# Inclusionary Housing Policy Structure

- Incentive and Requirement (Required if city money is in the deal)
- Allowance for on-site and cash contribution (requires Housing Trust Fund establishment, at a later date)
- Non-allowance for off-site
- Applicability to acquisition/re-hab
- Plan and Agreement (time to monitor and enforce)
- Affordability applicability
  - 30, 50, or 60% AMI affordability levels
  - More for NOAH re-hab

# Process

1. Review draft policy

- Council

- Equity Commission

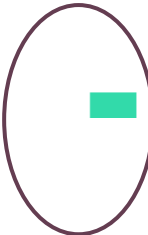
- EDC

2. Tonight – Request Action to Approve the Inclusionary Housing Policy

3. July – Implement on new housing projects (with city \$\$) moving forward

# Housing Action Plan and Policy Timeline

| TASK ID | TASK NAME                             | START DATE | END DATE   | WEEKS | W45         | W46 | W47 | W48 | W49 | W50 | W51 | W52 | W53 | W2 | W3 | W4 | W5 | W6 | W7 | W8 | W9 | W10 | W11 | W12 | W13 | W14 | W15 | W16 | W17 | W18 | W19 | W20 |
|---------|---------------------------------------|------------|------------|-------|-------------|-----|-----|-----|-----|-----|-----|-----|-----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 1       | <b>Project Kick-Off and Duration</b>  | 11/4/2025  | 3/4/2026   | 18    | [Green bar] |     |     |     |     |     |     |     |     |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |     |     |     |     |
| 1.1     | Bi-Monthly staff check ins            | 11/4/2025  | 3/4/2026   |       | X           |     | X   |     | X   |     | X   |     | X   |    | X  |    | X  |    | X  |    | X  |     | X   |     | X   |     | X   |     | X   |     | X   |     |
| 1.2     | EDC/Council priority exercise         | 11/25/2025 | 11/25/2025 |       |             |     |     |     |     |     |     |     |     |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |     |     |     |     |
| 1.2     | History, data, and analysis           | 11/4/2025  | 11/19/2025 |       | [Green bar] |     |     |     |     |     |     |     |     |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |     |     |     |     |
| 1.3     | Current plan summary                  | 11/4/2025  | 11/19/2025 | 3     | [Green bar] |     |     |     |     |     |     |     |     |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |     |     |     |     |
| 1.4     | slide deck                            | 11/25/2025 | 11/25/2025 | 1     |             |     |     |     |     |     |     |     |     |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |     |     |     |     |
| 1.5     | council presentation-priorities       | 11/25/2025 | 11/25/2025 | 1     |             |     |     |     |     |     |     |     |     |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |     |     |     |     |
| 1.6     | Policy Survey                         | 11/1/2025  | 12/1/2025  |       | [Green bar] |     |     |     |     |     |     |     |     |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |     |     |     |     |
| 2       | <b>Draft housing action items</b>     | 12/1/2025  | 1/14/2026  | 7     |             |     |     |     |     |     |     |     |     |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |     |     |     |     |
| 2.1     | Slide deck                            | 12/15/2025 | 1/1/2026   | 3     |             |     |     |     |     |     |     |     |     |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |     |     |     |     |
| 2.2     | EDC/Equity Commission Review          | 1/7/2026   | 1/15/2026  |       |             |     |     |     |     |     |     |     |     |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |     |     |     |     |
| 2.3     | Council presentation                  | 1/13/2026  | 1/13/2026  | 1     |             |     |     |     |     |     |     |     |     |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |     |     |     |     |
| 3       | <b>Policy #1</b>                      |            |            |       |             |     |     |     |     |     |     |     |     |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |     |     |     |     |
| 3.1     | Draft Policy                          | 1/13/2026  | 2/10/2026  | 5     |             |     |     |     |     |     |     |     |     |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |     |     |     |     |
| 3.2     | Slide deck                            | 1/13/2026  | 1/30/2026  | 3     |             |     |     |     |     |     |     |     |     |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |     |     |     |     |
| 3.3     | EDC/Equity Commission Review          | 2/1/2026   | 2/15/2026  |       |             |     |     |     |     |     |     |     |     |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |     |     |     |     |
| 3.4     | Policy #1-Presentation to Council     | 2/10/2026  | 2/10/2026  | 1     |             |     |     |     |     |     |     |     |     |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |     |     |     |     |
| 4       | <b>Policy #2</b>                      |            |            |       |             |     |     |     |     |     |     |     |     |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |     |     |     |     |
| 4.1     | Draft policy                          | 2/10/2026  | 3/3/2026   | 4     |             |     |     |     |     |     |     |     |     |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |     |     |     |     |
| 4.2     | Slide deck                            | 2/15/2026  | 2/20/2026  | 2     |             |     |     |     |     |     |     |     |     |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |     |     |     |     |
| 4.3     | EDC/Equity Commission Review          | 2/7/2026   | 2/20/2026  |       |             |     |     |     |     |     |     |     |     |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |     |     |     |     |
| 4.4     | Policy #2 - Presentation to Council   | 3/3/2026   | 3/3/2026   | 1     |             |     |     |     |     |     |     |     |     |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |     |     |     |     |
| 5       | <b>Policy #3</b>                      |            |            |       |             |     |     |     |     |     |     |     |     |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |     |     |     |     |
| 5.1     | Zoning Audit and Strategy Development | 3/3/2026   | 4/7/2026   | 6     |             |     |     |     |     |     |     |     |     |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |     |     |     |     |
| 5.2     | Slide deck                            | 3/15/2026  | 3/20/2026  | 2     |             |     |     |     |     |     |     |     |     |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |     |     |     |     |
| 5.3     | EDC/Equity Commission Review          | 3/15/2026  | 3/20/2026  | 2     |             |     |     |     |     |     |     |     |     |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |     |     |     |     |
| 5.4     | Presentation to Council               | 4/7/2026   | 4/7/2026   |       |             |     |     |     |     |     |     |     |     |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |     |     |     |     |
| 5       | <b>Final Approval of All Policies</b> | 5/12/2026  | 5/12/2026  | 1     |             |     |     |     |     |     |     |     |     |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |     |     |     |     |



# Next Steps

1. **Implement Housing Re-hab Program with administrator**
2. **Implement Inclusionary Housing Policy (as developers come in)**
3. **Implement Developer Outreach Strategy**
4. **Grant Application for Housing Forward Zoning Work/Comp Plan data**
  - Zoning map changes
  - Add medium and high-density housing as a permitted use
  - Inventory public land and zoning
  - Reduce bulk standards in mixed use districts
  - Re-examine market demand for parking
5. **Evaluate remaining Housing Action Items in 2027/2028**
  - Existing condition evaluation, code evaluation
  - Co-op research, land trust
  - Down payment Assistance
  - Housing development capital fund/Housing Trust Fund
6. **Evaluate Housing Action Plan every 2 to 3 years (2028)**



|                        |                         |
|------------------------|-------------------------|
| <b>Agenda Section:</b> | <b>Council Business</b> |
| <b>Meeting Date:</b>   | <b>June 9, 2026</b>     |

**REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY**

**ITEM DESCRIPTION:** Consider a Resolution Adopting an Inclusionary Housing Policy

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

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|---------------------------|--|
| <b>Summary Statement:</b> | If deemed ready for approval, this resolution is provided to officially adopt the Inclusionary Housing Policy. |
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| <b>Recommendations:</b> | Approval of the resolution to officially adopt the Inclusionary Housing Policy. |
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| <b>Applicable Deadlines:</b> | None |
|------------------------------|------|

|                          |   |
|--------------------------|---|
| <b>Community Impact:</b> | <p>An inclusionary housing policy will help to:</p> <ul style="list-style-type: none"> <li>• Maintain a balanced community that provides housing for households at all income levels;</li> <li>• Ensure that affordable housing is available to the employees of businesses that are located in or will be located in the city and the region;</li> <li>• Implement the affordable housing goals, policies, and objectives contained in the City’s Comprehensive Plan and City Council’s Strategic Priorities;</li> <li>• Support the continued creation and preservation of all housing</li> </ul> |
|--------------------------|---|

|  |  |
|--|--|
|  | <p>types at all income levels and not constrain market rate housing creation and preservation within the city;</p> <ul style="list-style-type: none"> <li>• Establish an affordable housing program that offers an array of tools, incentives, and compliance options for promoting flexibility in development while at the same time is adaptable to changing economic circumstances and market conditions;</li> <li>• Allow for the City Council to periodically review and revise requirements for changing economic circumstances and to ensure responsiveness to local housing needs and real estate market conditions; and</li> <li>• Allow a bundling of more than one of the city’s affordable tools, options, and methods toward a single development in an effort to provide the greatest chance of reaching the extremely low and very low income populations in need of affordable housing.</li> </ul> |
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| <b>Legislative History:</b> | <p><b>Late 2025:</b> Met Council Policy Development Grant acquired to complete a Housing Action Plan, An Inclusionary Housing Policy is identified as a desired outcome from these efforts.</p> <p><b>March/April 2026:</b> A draft inclusionary housing policy is shared with Council, the Equity Commission, and EDC for thoughts and feedback.</p> <p><b>June 2026:</b> Final Inclusionary Housing Policy presented to Council for potential adoption.</p> |
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| <b>Strategic Priority:</b> | <p><b><u>Economic Development</u></b><br/><b><u>Community Engagement &amp; Belonging</u></b></p> |
|----------------------------|--|

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

|                     |    |            |
|---------------------|----|------------|
| <b>Attachments:</b> | 1. | Resolution |
|---------------------|----|------------|

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

RESOLUTION ADOPTING AN INCLUSIONARY HOUSING POLICY

**WHEREAS**, the City of New Brighton City Council acquired a Metropolitan Council Policy Development Grant in 2025 to fund the creation of a Housing Action Plan; and

**WHEREAS**, all options to improve housing availability in New Brighton were considered at the outset of the planning process, and creation of an Inclusionary Housing Policy was identified as a top priority for the City to address via this grant; and

**WHEREAS**, the City Council considered a draft inclusionary housing policy on March 10<sup>th</sup>, 2026, and provided feedback to staff regarding needed changes and updates; and

**WHEREAS**, the Equity Commission considered the draft policy on March 19<sup>th</sup>, 2026, and provided feedback to staff regarding needed changes and updates; and

**WHEREAS**, the Economic Development Commission considered the draft policy on April 1, 2026, and provided feedback to staff regarding needed changes and updates; and

**WHEREAS**, the City Council considered a final draft of the inclusionary housing policy on June 9<sup>th</sup>, 2026, and found it was ready for formal adoption.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of New Brighton, that the Inclusionary Housing Policy, attached as Exhibit A, is hereby adopted.

**ADOPTED** this 9<sup>th</sup> day of June, 2026, by the New Brighton City Council with a vote of \_\_\_ ayes and \_\_\_ nays.

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Kari Niedfeldt-Thomas, Mayor

ATTEST:

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Devin Massopust, City Manager

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Terri Spangrud, City Clerk

(SEAL)

## New Brighton Inclusionary Housing Policy

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### Section 01: FINDINGS.

The City Council finds and declares the following:

- A) The health, safety and economic welfare of present and future residents depends on the availability of a range of housing choices affordable to persons and families who comprise the city's workforce;
- B) Stable, safe, and affordable housing has measurable health benefits for persons and families;
- C) There is a need to encourage and assist in the development of affordable housing for families who are part of the workforce who fall within the extremely low to low income categories;
- D) The preservation of naturally occurring affordable housing (NOAH) is of concern as rental housing costs are increasing; accordingly, creating tools and incentives for the redevelopment or substantial renovation of NOAH units, which may impact their relative affordability, is a city priority;
- E) The City's Comprehensive Plan, as required by the Metropolitan Council, sets forth policies related to the development of affordable housing; and
- F) It is in the best interests of the residents of this community to develop initiatives to provide various affordable housing programs to aid in the development, financing and acquisition of affordable housing.

### Section 02: PURPOSE.

The purpose of this policy is to:

- A) Maintain a balanced community that provides housing for households at all income levels;
- B) Ensure that affordable housing is available to the employees of businesses that are located in or will be located in the city and the region;
- C) Implement the affordable housing goals, policies, and objectives contained in the City's Comprehensive Plan and City Council's Strategic Priorities;

- D) To support the continued creation and preservation of all housing types at all income levels and not constrain market rate housing creation and preservation within the city;
- E) Establish an affordable housing program that offers an array of tools, incentives, and compliance options for promoting flexibility in development while at the same time is adaptable to changing economic circumstances and market conditions;
- F) Allow for the City Council to periodically review and revise these requirements for changing economic circumstances and to ensure responsiveness to local housing needs and real estate market conditions; and
- G) Allow a bundling of more than one of the city's affordable tools, options, and methods toward a single development in an effort to provide the greatest chance of reaching the extremely low and very low income populations in need of affordable housing.

### Section 03: AUTHORITY.

- A) M.S. § 462.358, subd. 1a, provides that a municipality may adopt and maintain in effect any law, ordinance, rule, or other measure that is adopted for the purpose of increasing the supply of affordable housing using land use mechanisms such as affordable housing ordinances, notwithstanding any other provisions of the law;
- B) M.S. § 462.358, subd. 11, provides that a municipality may enter into an agreement with an applicant that provides for a portion of housing units be affordable with established pricing and long-term affordability, notwithstanding any other provisions of the law; and
- C) M.S. § 473.859 requires municipal comprehensive plans to promote the creation of affordable housing for low and moderate income individuals and families.

### Section 04: DEFINITIONS.

The following words and terms, when used in this chapter, have the following meanings unless the context indicates otherwise.

**ACCESSORY DWELLING UNIT.** See DWELLING, ACCESSORY.

**AFFORDABLE HOUSING UNIT** qualifies as such when no more than 30% of the gross income of the household is required to pay for such housing and utility costs, fees and charges AND is rented for an amount that is affordable to households at or below 30%, 50%, or 60% of AMI.

**AFFORDABLE HOUSING DEVELOPER.** A developer of housing whose portfolio serves households at or below 60% of AMI.

**AFFORDABLE HOUSING PLAN.** The plan submitted by a developer as part of a final site and building plan or final development plan approval pursuant to city code and zoning requirements.

**AREA MEDIAN INCOME (AMI).** The median household income as most recently determined by the United States Department of Housing and Urban Development for the Minneapolis-St. Paul-Bloomington, Minnesota-Wisconsin Metropolitan Statistical Area, as adjusted for household size and number of bedrooms.

**DENSITY BONUS UNIT.** A unit, as a result of an increase in density, permitted above the per acre limit established by the city code.

**DEVELOPMENT.** A new or existing residential housing development at a site, including a mixed-use development with a housing component, for which approvals have been or are being sought from the city.

**DEVELOPER.** Any person, individual, firm, partnership, association, joint venture, company, corporation or any combination of said entities.

**ELIGIBLE HOUSEHOLD.** A household with an annual income at less than or equal to the required AMI of an eligible housing unit.

**HOUSEHOLD.** One person or more living alone or two or more persons sharing residency.

**HOUSING TAX INCREMENT.** Increments from a housing district that can be used to finance affordable housing projects or public improvements that are directly related to the project, as well as administrative expenses pursuant to state law.

**MARKET RATE UNIT.** A residential dwelling unit marketed for sale or lease above 115% of AMI.

**NATURALLY OCCURRING AFFORDABLE HOUSING (NOAH).** Existing owner-occupied or rental residential housing that is (a) affordable for at least 20% of the units to a household at or below 60% of AMI before re-hab (b) classified in the Class B and C real estate categories, and (c) was constructed between 1940 and 1990.

**OWNER.** The individual or entity who holds title to a property as indicated in Hennepin County's property records.

**PRIMARY RESIDENCE.** The legal and verified permanent residence of a household.

**RESIDENTIAL DEVELOPMENT.** A residential or mixed use development, that includes any single family, duplex, townhouse, condominium dwelling, co-living, or other residential unit. This term includes the conversion of rental housing to condominiums or similar residential uses if applicable.

**SITE.** A lot, or group of adjacent lots intended, designated or approved to function as an integrated unit, that is proposed for development in accord with the provisions of this code and is in a single ownership or has multiple owners, all of whom execute a joint application for development.

**SUBSTANTIAL REHABILITATION.** When the cost of improvement of an affordable housing building exceeds 20% of the value of the property, excluding land, after improvements.

## Section 05: APPLICABILITY

This policy is applicable to new residential construction, regardless of type of dwelling unit, if a city-funded public subsidy of any sort is requested.

- A) Single Family/townhome development. For newly constructed or infill single-family detached or attached residential developments with 20 or more newly created dwelling or co-living units , at least 10% of the newly created units must be affordable to households up to 115% AMI.
- B) Multi-family development. For newly constructed, converted, or infill multi-family, residential developments with 20 or more newly created dwelling or co-living units, at least 5% of the units must be affordable to households at or below 30% of AMI; or at least 10% of the newly created units must be affordable to households at or below 50% of AMI; or at least 20% of the units must be affordable to households at or below 60% of AMI.
- C) Calculating affordable units. In determining the number of housing units required under this chapter, any decimal fraction less than 0.5 is rounded down to the nearest whole number and any decimal fraction of 0.5 or more is rounded up to the nearest whole number. When a density bonus is being granted any additional units authorized and approved as a density bonus are not counted in determining the required number of affordable units.
- D) Phasing. Developments subject to this chapter include but are not limited to development that is undertaken in phases, stages, or otherwise developed in distinct parts.

- E) Preservation and rehabilitation. When a NOAH property with 20 or more units that receives some form of financial assistance from the city is transferred, or is otherwise conveyed to a new owner or member of the prior owner, or undergoes substantial rehabilitation, then at least 30% of the units must be preserved as affordable to households at or below 60% of AMI through approval of an affordable housing plan and execution of an affordable housing agreement. Furthermore, adherence to this policy requires that the rents on units are not increased for one year after completion of the re-habilitation of the unit. This section does not apply to a NOAH property of 19 or fewer units. "Financial assistance" only includes direct financial assistance from the city and does not include participation in the 4d property tax program or the Section 8 housing choice voucher program.
- F) Unit equivalency. Units that are marketed and rented as affordable must be the same unit mix, unit sizes (by bedrooms) and quality. Every effort should be made to ensure the units rented as affordable are the same, with the same access to amenities, as the market rate units. This will be verified at the time of submittal of the Affordable Housing Plan and at annual reporting.

## Section 06: AFFORDABLE HOUSING TOOLS AND INCENTIVES.

Developers creating any of the following housing types which create 20 or more total dwellings, or that preserve 20 or more NOAH dwelling units, are eligible to use any of the below affordable housing tools and incentives for which the development may qualify:

## Section 07: DENSITY BONUS.

To further incentivize the creation of eligible housing units, a residential development qualify for the following density bonuses, through the needed reduction in minimum lot size area per unit for each affordable unit provided at varying household income levels as follows:

- A) Each extremely low (30% AMI) and very low income household unit (50% AMI) qualifies the overall development for two bonus dwelling units up to a maximum of a 50% increase over current zoning; and
- B) Each low income household unit (60% AMI) qualifies the overall development for one bonus dwelling unit up to a maximum of a 50% increase over current zoning.

### **Section 08: OPEN SPACE REDUCTION.**

To incentivize the creation of eligible housing units, a residential development that adheres to this section may reduce the required minimum usable open space subject to City Council review.

### **Section 09: HEIGHT BONUS.**

To incentivize the construction of a mixture of affordable housing units, the developer of a multiple-family development that adheres to this section qualifies for a height bonus of one additional story and 10 additional feet above the height limit established in the underlying zoning district.

### **Section 10: PARKING REDUCTION.**

To incentivize the creation of eligible housing units, a residential development that includes eligible units qualifies for a 30% reduction in the total number of parking spots required.

### **Section 11: LAND WRITE-DOWN FOR AFFORDABLE HOUSING ON CITY-OWNED LAND.**

Any sales price reduction on city-owned land must be approved by the City Council. Where a land write-down is approved, the city shall require at minimum 30-year deed restriction on those units identified as affordable.

### **Section 12: AFFORDABLE HOUSING TRUST FUND.**

The city may consider awarding funding from the Affordable Housing Trust Fund, if created through ordinance.

### **Section 13: HOUSING (OR OTHER ELIGIBLE) TAX INCREMENT FINANCING (TIF).**

Upon showing of a demonstrated need, the city may offer the use of a Housing (or other eligible) TIF district to incentivize the creation of housing developments that adhere to this section.

## Section 14: AFFORDABLE HOUSING PLAN REQUIREMENTS.

- A) Affordable housing plan. Each residential development to which this policy applies must submit an affordable housing plan to the city as a part of any application for development.
- B) Content. The affordable housing plan must include the following:
  - 1. A summary of the tools, methods, and related approaches being used to meet the requirements;
  - 2. The development philosophy and description of project performance metrics including but not limited to, development returns (such as return on costs), return on equity, and both leveraged and unleveraged internal rate of return;
  - 3. The number, location, and description of the structure (i.e. attached, semi-attached, or detached, size, and cost of the proposed market rate and affordable units, etc);
  - 4. Description of affordable housing tools and incentives being requested;
  - 5. A site plan and floor plan depicting the location of affordable and market rate units;
  - 6. The income levels to which each affordable unit will be made affordable;
  - 7. The methods to be used to advertise the availability of affordable units;
  - 8. For a phased development, a phasing plan that provides for the timely development of the number of affordable units proportionate to the number of market rate units for each proposed phase of development;
  - 9. Written confirmation that households with U.S. Department of Housing and Urban Development (HUD) Housing Choice Voucher rent assistance will be considered for tenancy in rental development;
  - 10. Written confirmation that the development will remain in compliance with monitoring and auditing requirements;
  - 11. The methods to be used to maintain affordability and the duration over which affordability will be maintained; and
  - 12. Any additional information reasonably requested by the Department of Community Assets & Development

## Section 15: RENTAL PRICE LEVELS FOR AFFORDABLE UNITS AND ECONOMIC STABILITY.

- A) The affordable housing plan is required to specify rental rates based on both household income categories and unit sizes. All units must be leased exclusively to qualified households that meet eligibility criteria. At the time of lease execution, the monthly rent for each designated affordable unit must be set at a level that is proposed by this policy.
- B) After the signing of the initial lease with an eligible household, the lease may be renewed to the same household as follows:
  - 1. Unless in conflict with the requirements of other funding, an extremely low, very low, or low income household whose household income rises may remain an eligible household for one additional period of up to five years provided the household income does not exceed 140% of the applicable median income adjusted for family size.
  - 2. An extremely low, very low, or low income household whose household income falls below the income level for which the household originally qualified due to loss of employment that is not the result of a local, state or federal crime and the household is otherwise in good standing as a tenant, may qualify to receive partial rent assistance from the Affordable Housing Trust Fund (if one is created and funds are available), for up to two years provided the household can meet the requirements of the eligible housing guidelines.
  - 3. As a household transitions out of eligibility for an eligible housing unit, the next unit of similar size and type that becomes vacant must be assigned an affordable rent and be made available to a household whose income is at or below the unit's required AMI as established in the development agreement required pursuant to Section 17 .
- C) Upon the request of the city, a household or property manager must submit documentation in a form acceptable to the city that the household remains eligible for an eligible housing unit.

## Section 16: ELIGIBILITY FOR AFFORDABLE UNITS.

No household may purchase or lease an eligible housing unit created as a result of this policy unless the household is a qualifying household pursuant to the requirements of this policy and the household occupies the housing unit as its primary residence.

## **Section 17: AFFORDABLE HOUSING AGREEMENT.**

- A) Prior to the issuance of a building permit for any units in an affordable housing development or any development, including NOAH preservation, in which an eligible housing unit is required, the applicant must have entered into a development agreement with the city. The development agreement must set forth the commitments and obligations of both the city and the applicant, including those requirements and limitations set forth in this policy such as, but not limited to, the affordable housing plan.
- B) The applicant must execute any and all documents deemed necessary by the city in a form to be established by the city, including without limitation, covenants, deed restrictions, and related instruments, including requirements for income qualification to ensure the continued affordability of the eligible housing units in accordance with this policy.
- C) The development agreement may contain a right of first refusal statement providing the city, or another entity, with the option to purchase the property to preserve the eligible housing units before the development is placed on the open market for resale.

## **Section 18: COMPLIANCE OF AFFORDABLE HOUSING AGREEMENT AND AFFORDABILITY CONTROLS.**

- A) The affordable housing development agreement must compel the applicant or applicant's agent responsible for managing eligible housing units in a rental development to submit an annual report by February 1 for the previous calendar year that includes the following information for each development site:
  - 1. A list of all eligible housing units;
  - 2. Vacancy information;
  - 3. The monthly rent for each eligible housing unit;
  - 4. Monthly income for tenants of each eligible housing unit;
  - 5. Information sufficient to determine whether tenants of rented units qualify as extremely low, very low, low or moderate-income households; and
  - 6. Any other information as required by the city, while ensuring tenant privacy rights.
- B) For all sales of for-sale eligible housing units, the parties to the conveyance must execute and record such documentation as required by the affordable housing development agreement. Such documentation must include the applicable provisions of this chapter and provide, at a minimum, each of the following:

1. The eligible housing unit must only be sold to and occupied by eligible households for the first 20 years (30 years if a land writedown from the city was included) from the date of the initial certificate of occupancy; and
  2. The housing unit must be conveyed subject to restrictions that maintain the affordability of such eligible housing units for eligible households.
- C) In the case of rented housing units, the owner of the housing development must execute and record such documentation as required by the affordable housing development agreement. Such documentation must include the applicable provisions of this chapter and provide, at a minimum, each of the following:
1. The eligible housing units must be leased to and occupied by eligible households;
  2. The eligible housing units must be leased at rent levels affordable to eligible households for a period of 20 years (30 years if a land writedown from city was included) from the date of the initial certificate of occupancy; and
  3. Subleasing of eligible housing units is not permitted without the express written consent of the Department of Community Assets & Development.

## **Section 19: ESTABLISHMENT OF TRUST FUND.**

The city may establish an Affordable Housing Trust Fund for the purpose of collecting funds related to the city's affordable housing programs pursuant to this policy as well as providing a fund to be funded by a variety of other, eligible sources.

## **Section 20: SEVERABILITY.**

If any section, subsection, paragraph, sentence or clause of this chapter is held to be unconstitutional, the remaining portions will remain valid and in force. The City Council hereby declares that it would have passed each section, subsection, sentence, paragraph, and clause despite the finding of unconstitutionality of one or more of the sections, subsections, paragraphs, sentences, or clauses.

## **Section 21: PENALTY.**

Violation of any provision of this chapter will be a misdemeanor. Civil penalties may also be issued pursuant to (fill in with proper NB references). However, nothing in this ordinance will be construed to limit the city's other available legal remedies for any violation of the law, including without limitation, criminal, civil and injunctive actions.