



**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 23, 2026**

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

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

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



I. Call to Order and Roll Call

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

II. Pledge of Allegiance

III. Public Comment Forum

IV. Approval of Agenda

V. Special Order of Business

VI. Consent Agenda

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

- a. June 9, 2026 City Council Meeting Minutes
- b. June 9, 2026 City Council Work Session Minutes
3. Accept Receipt of Commission Minutes
4. Consider and approve Lease Amendment with Rise, Inc
5. Consider Resolution Accepting a Water Efficiency Grant and Authorization for the Mayor to Execute the Metropolitan Council Clean Water Fund Agreement No. SG-26E-03-22
6. Consider Resolution Accepting Donation from New Brighton Lions Club for New Brighton Connect
7. Consider and authorize staff to sign a Professional Service Agreement with SRF for Safe Streets and Roads for All
8. Consider Resolution and Approve Agreement Regarding State Funded Program For IJIA Discretionary Grant Assistance Terms And Conditions SP No. 147-589-001
9. Consider Approval of 2026 Master Labor Agreement between Law Enforcement Labor Services Local No. 628 and the City of New Brighton
10. Consider Change Order 1 and Final Payment Partial Payment 2 for City Project 25-9, 10th Street NW Culvert Replacement
11. Consider Ordinance 932: An ordinance to make multiple minor updates to the City's Zoning Code (new zoning code clean up #2).
12. Consider a resolution of summary publication for Ordinance 932.
13. Consider Ordinance 933: Group Residential Facility Regulation Updates
14. Consider a resolution of summary publication for Ordinance 933
15. Consider Approval of Temporary Liquor License for Stockyard Days 2026
16. Consideration, approval, and authorization for staff to sign quote for Trail Replacement at Hansen Park East

VII. Public Hearings

VIII. Council Business

IX. Commission Liason Reports, Announcements, and Updates

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

X. Adjournment

Agenda Section:	Consent Agenda
Meeting Date:	June 23, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of Payments
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Action Requested: <u>Motion</u>
Form of Action: <u>Other</u>
Votes Needed: <u>3 Votes</u>

Summary Statement:	The following summary of claims have been submitted to the City’s Finance Department for payment. A detailed listing is also attached. <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>EFT:</td><td>\$2,099,547.67</td></tr> <tr> <td>ACH:</td><td>\$375,953.18</td></tr> <tr> <td>Check:</td><td>\$920,186.18</td></tr> <tr> <td>Total:</td><td>\$3,395,687.03</td></tr> </table>	EFT:	\$2,099,547.67	ACH:	\$375,953.18	Check:	\$920,186.18	Total:	\$3,395,687.03
EFT:	\$2,099,547.67								
ACH:	\$375,953.18								
Check:	\$920,186.18								
Total:	\$3,395,687.03								

Recommendations:	To approve the payment of invoices as listed in the attachment.
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Applicable Deadlines:	The Council Meeting immediately following the disbursement of funds.
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Community Impact:	All payments of claims are accounted for in the City’s budgets and/or long-term financial plans and may be funded by the community through
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	the property tax levy, user fees or other charges.
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Legislative History:	Minnesota Statute 412.271 requires the City Council to approve all payments of claims. Per the City's Purchasing Policy, the City Council delegates to the City Manager or his/her designee its authority to pay claims prior to obtaining Council approval. A list of all payments are to be provided to the City Council at the next available Council meeting, and earlier payment does not affect the right of the City Council or any taxpayer to challenge the validity of a claim.
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Strategic Priority:	<u>Operational Effectiveness</u>
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Fiscal Impact:	Financial Consideration?	<u>Yes \$3,395,687.03</u>
	Revenue/Expenditure Amount:	\$
	Financing Source:	<u>Budgeted</u> <u>Budget Modification</u> <u>Revenue</u> <u>Other</u> <u>N/A</u>
	Notes:	

Attachments:		
	1.	06-23-26 VI_1 APPROVAL OF PAYMENTS

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
05/22/2026	FLEX TITLE COMPANY, LLC	DOWN PYMT ASSISTANCE FOR OCCUPANTS OF 91 1ST STREET SE	10,626.00
05/28/2026	4M - BANK CHARGES - EFT	POSITIVE PAY CHARGES IN 4M	66.85
05/31/2026	MN DEPT OF TRANSPORTATION	LICENSE BUREAU ACH STATE SWEEPS MAY	14,913.00
05/31/2026	MN DEPT OF TRANSPORTATION	LICENSE BUREAU ACH STATE SWEEPS MAY	2,012,574.44
05/31/2026	MN DEPT OF TRANSPORTATION	LICENSE BUREAU ACH STATE SWEEPS MAY	1,433.00
			<u>2,028,920.44</u>
06/03/2026	PEPSI-COLA - EFT	POP/GATORADE FOR GOLF COURSE	1,181.09
06/04/2026	FISERV	NBCC MAY 2026 ACH FEES	103.64
06/01/2026	XCEL ENERGY	STREETLIGHTS 04/03-05/02/26	10,839.94
06/01/2026	XCEL ENERGY	NBCC/BHGC 4/17-5/14/26	5,476.11
06/01/2026	XCEL ENERGY	NBCC/BHGC 4/17-5/14/26	73.35
06/01/2026	XCEL ENERGY	NBCC/BHGC 4/17-5/14/26	675.08
06/01/2026	XCEL ENERGY	NBCC/BHGC 4/17-5/14/26	100.52
			<u>6,325.06</u>
06/01/2026	XCEL ENERGY	WELLS & LIFT STATIONS 4/17-5/15/26	877.06
06/01/2026	XCEL ENERGY	WELLS & LIFT STATIONS 4/17-5/15/26	414.58
06/01/2026	XCEL ENERGY	WELLS & LIFT STATIONS 4/17-5/15/26	576.94
06/01/2026	XCEL ENERGY	WELLS & LIFT STATIONS 4/17-5/15/26	41.94
06/01/2026	XCEL ENERGY	WELLS & LIFT STATIONS 4/17-5/15/26	226.30
06/01/2026	XCEL ENERGY	WELLS & LIFT STATIONS 4/17-5/15/26	48.13
06/01/2026	XCEL ENERGY	WELLS & LIFT STATIONS 4/17-5/15/26	32,243.79
06/01/2026	XCEL ENERGY	WELLS & LIFT STATIONS 4/17-5/15/26	4,524.88
06/01/2026	XCEL ENERGY	WELLS & LIFT STATIONS 4/17-5/15/26	64.05
			<u>39,017.67</u>
06/08/2026	XCEL ENERGY	PARKS 04/15-5/12/26	2,340.69
06/08/2026	XCEL ENERGY	PARKS 04/15-5/12/26	126.29
			<u>2,466.98</u>
06/05/2026	A.E.M ELECTRICAL SERVICES INC	LINE TRACING @ THE MONUMENT SIGN	1,553.70
06/05/2026	ADVANCED IRRIGATION, INC	IRRIGATION REPAIR ON GOLF COURSE	3,253.40
06/05/2026	ALEXANDER-SUSENS, TIFFANY	MAY DEALER RUNS	115.93
06/05/2026	AMERICAN ENGINEERING TESTING, INC.	2025 MILL & OVERLAY CONCRETE TESTING	2,485.75
06/05/2026	BARR ENGINEERING COMPANY	PROFESSIONAL SERVICES FROM MARCH 21, 2026 TO APRIL 17, 2026	7,531.31
06/05/2026	BARR ENGINEERING COMPANY	SVC REGARDING WELL 16 FROM MARCH 21, 2026 TO APRIL 17, 2026	3,803.75
06/05/2026	BARR ENGINEERING COMPANY	SVC REGARDING WELL 16 FROM MARCH 21, 2026 TO APRIL 17, 2026	3,982.26
			<u>15,317.32</u>
06/05/2026	BONA COMPANIES, INC	#2510 BODY SHOP REPAIRS	18,625.65
06/05/2026	BONA COMPANIES, INC	#2510 BODYSHOP REPAIRS	1,635.79
			<u>20,261.44</u>
06/05/2026	BULLFROG INDUSTRIES LLC	STREET LIGHT PAINTING	11,610.00
06/05/2026	CENTRAL PENSION FUND	MAY 2026 PENSION CONTRIBUTIONS	3,009.60
06/05/2026	CHESS, INC	MAINTENANCE PLAN - APRIL 2026	2,230.00
06/05/2026	CHESS, INC	MAINTENANCE PLAN - MAY 2026	2,230.00
			<u>4,460.00</u>
06/05/2026	CONFITREK, INC	ANNUAL RENEWAL AND MAINTENANCE FEE 8/1/2026-7/31/2027	3,126.00
06/05/2026	DUNLOP SPORTS AMERICAS	GLOVES	522.21
06/05/2026	DUNLOP SPORTS AMERICAS	GOLF BAGS	476.00

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
06/05/2026	DUNLOP SPORTS AMERICAS	GOLF BALLS	435.12
			1,433.33
06/05/2026	ELECTRO WATCHMAN INC	DOWN PAYMENT FOR PUBLIC SAFETY CAMERA ADDITION	1,217.50
06/05/2026	FACTORY MOTOR PARTS CO	#048 FUEL PUMP	178.77
06/05/2026	GUARDIAN FLEET SAFETY, LLC	SERVICE MAINTENANCE #2511	250.00
06/05/2026	HAWKINS, INC.	AZONE, HYDRO ACID, LPC-4, SODIUM MANGANATE	13,757.44
06/05/2026	HAWKINS, INC.	AZONE, HYDRO ACID, LPC-4, SODIUM MANGANATE	5,557.53
			19,314.97
06/05/2026	HOSE PROS LLC	PARTS FOR HYDRO SEEDER	75.92
06/05/2026	JUREK, MAIYIA	TUITION REIMBURSEMENT	513.93
06/05/2026	JUREK, MAIYIA	2026 JAN-MAY DEALER RUN	112.52
			626.45
06/05/2026	KIMLEY-HORN & ASSOCIATES, INC	CP 26-1 ENGINEERING SERVICES	14,040.84
		CONTRACT BASE RATE CHARGE FOR THE 5/20/2026 TO 05/19/2027	
06/05/2026	LOFFLER COMPANIES, INC	BILLING PERIOD	1,200.00
06/05/2026	MANSFIELD OIL COMPANY OF GAINSVILLE	DIESEL 498 GALLONS FUEL TANK	2,213.38
06/05/2026	MANSFIELD OIL COMPANY OF GAINSVILLE	UNLEADED 501 GALLONS FUEL TANK	1,643.76
			3,857.14
06/05/2026	MARCO TECHNOLOGIES, LLC	THREE YEAR SUPPORT HARDWARE SUPPORT CONTRACT FOR SERVER ENVIRONMENT	15,931.02
06/05/2026	MILL CITY CLEANING LLC	WTP 1 & D.C.S. CLEANING	9,200.00
06/05/2026	MINNESOTA CHIEFS OF POLICE ASSOC	EXECUTIVE LEADERSHIP COLLEGE CERTIFICATE PROGRAM E. SYPNIEWSKI	4,500.00
06/05/2026	MINUTE MAKER SECRETARIAL	5/5, 5/6, 5/11, 5/12, MEETING MINUTES	1,002.50
06/05/2026	MTI DISTRIBUTING, INC.	GRAN STANDARD REPLACEMENT X2 (#2619 / #2620)	38,022.52
06/05/2026	MUSIC TOGETHER IN THE VALLEY LLC	SPRING 2026 MUSIC TOGETHER INVOICE	1,831.20
06/05/2026	NCPERS GROUP LIFE INS	PERA LIFE INS FOR JUNE	224.00
06/05/2026	NORTH SUBURBAN COMMUNICATIONS COMM	CITY CONTRIBUTION TO THE NSCC (2ND PAYMENT FOR 2026)	13,257.24
06/05/2026	POSTMASTER, ST PAUL	POSTAGE FOR JULY AUGUST 2026 ACTIVE LIFE NEWSLETTER	184.74
06/05/2026	RAMSEY COUNTY EMCOM	RAMSEY COUNTY FLEET SUPPORT APRIL 2026	620.88
06/05/2026	RAMSEY COUNTY EMCOM	RAMSEY COUNTY FLEET SUPPORT APRIL 2026	53.04
06/05/2026	RAMSEY COUNTY EMCOM	CAD SERVICES FOR APRIL 2026	1,343.75
06/05/2026	RAMSEY COUNTY EMCOM	911 DISPATCH SERVICES FOR APRIL 2026	12,371.01
06/05/2026	RAMSEY COUNTY EMCOM	911 DISPATCH SERVICES JAN, FEB, MARCH 2026 - UNDERBILLED	1,220.01
			15,608.69
06/05/2026	SCHADEGG MECHANICAL, INC.	QTRLY PREVENTIVE MAINTENANCE 6/1/2026-8/31/2026	4,375.00
06/05/2026	SONTERRE, AUSTIN	GAS CITY PUMPS DOWN	78.71
06/05/2026	SPRINGER, GEORGE	INTERNET REIMBURSEMENT 5/13/26 - 6/12/26	105.26
06/05/2026	THE MPX GROUP	BUSINESS CARDS	141.59
06/05/2026	TRUENORTH STEEL	LIONS PARK APRON FOR SPLASH PAD	190.50
06/05/2026	USP TECHNOLOGIES	BULK PEROXIDE DELIVERY	22,917.37
06/05/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	20.48
06/05/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	3.97
06/05/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	81.81
			106.26
06/05/2026	VOLK, ERIC	INTERNET REIMBURSEMENT 5/20/26 - 6/24/26	105.22
06/05/2026	WAGGLE GOLF LLC	CAPS/OUTERWEAR	660.00
06/05/2026	WW GOETSCH ASSOCIATES INC	LIFT 7 CHECK VALVE CLEANING	990.00
06/05/2026	ZIEGLER INC	#2430 HYDRO FLUID/ FITTINGS	394.76
06/12/2026	ARAMARK REFRESHMENT SERVICES	CITY HALL COFFEE MACHINE MAINTENANCE	176.93
06/12/2026	BARR ENGINEERING COMPANY	PROGRESS ON NB EXCHANGE I694 & I35W 4/18-5/15	127.75
06/12/2026	BARR ENGINEERING COMPANY	PROGRESS ON NB EXCHANGE I694 & I35W 4/18-5/15	127.75

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
06/12/2026	BARR ENGINEERING COMPANY	PROGRESS ON NB EXCHANGE I694 & I35W 4/18-5/15	145.50
06/12/2026	BARR ENGINEERING COMPANY	PROGRESS ON NB EXCHANGE I694 & I35W 4/18-5/15	890.11
			<u>1,291.11</u>
06/12/2026	CEMSTONE PRODUCT CO.	CONCRETE FOR LIONS PARK TRENCH DRAIN	1,247.50
06/12/2026	FACTORY MOTOR PARTS CO	OIL SHOP	70.08
06/12/2026	GECK, DUEA & OLSON, PLLC	LEGAL COSTS. FORFEITURE. GDO FILE R	39.00
06/12/2026	GEPHART ELECTRIC CO., INC.	CUBICLE ELECTRIC INSTALLATION- NEW OFFICE 233	317.45
06/12/2026	HAWKINS, INC.	LPC-4	6,777.83
06/12/2026	KATH FUEL OIL SERVICE	TRANSMISSION FLUID SHOP STOCK	437.50
06/12/2026	LOFFLER COMPANIES, INC	CONTRACT OVERAGE CHARGE FOR THE 05/01/26 TO 05/31/26	
		OVERAGE PERIOD	466.87
06/12/2026	LOFFLER COMPANIES, INC	CONTRACT OVERAGE CHARGE FOR THE 05/01/26 TO 05/31/26	
		OVERAGE PERIOD	(253.81)
06/12/2026	LOFFLER COMPANIES, INC	PUBLIC SAFETY PRINTER OVERAGE 5/1/26-5/31/26	95.12
06/12/2026	LOFFLER COMPANIES, INC	CONTRACT FOR 5/9/26 - 6/8/26	72.70
			<u>380.88</u>
06/12/2026	MANSFIELD OIL COMPANY OF GAINSVILLE	DIESEL 500 GALLONS FUEL TANK	1,264.66
06/12/2026	MANSFIELD OIL COMPANY OF GAINSVILLE	UNLEADED 996 GALLONS FUEL TANK	2,284.09
			<u>3,548.75</u>
06/12/2026	MARCO TECHNOLOGIES, LLC	ASSISTANCE WITH EMAIL PROBLEM	493.50
06/12/2026	MARCO TECHNOLOGIES, LLC	MICROSOFT 365 SUBSCRIPTION	10,012.80
06/12/2026	MARTIN-MCALLISTER CONSULTING PSYC	SERGEANT PROMOTIONAL PROCESS EXTERNAL ASSESSMENT	10,000.00
06/12/2026	MC TOOL & SAFETY SALES	PAINT & FLAGS	300.00
06/12/2026	MCCRAY EXPRESS NETWORK	SOFTBALL LEAGUE UMPIRE PAY	647.50
06/12/2026	METROPOLITAN COURIER CORPORATION	COURIER PICKUP SERVICES FOR THE MONTH OF MAY	723.25
06/12/2026	MINNESOTA EQUIPMENT	V BELT SHOP	303.24
06/12/2026	MINUTE MAKER SECRETARIAL	5/19, 5/21, 5/26 - MEETING MINUTES	575.50
		2026-MAY MONTHLY MUNICIPAL MEETING AV SERVICES: CITY OF	
06/12/2026	NORTH SUBURBAN ACCESS CORPORATION	NEW BRIGHTON	1,852.68
06/12/2026	NORTHLAND SECURITIES, INC	UTILITY RATE STUDY - MAY	240.00
06/12/2026	NORTHLAND SECURITIES, INC	UTILITY RATE STUDY - MAY	480.00
06/12/2026	NORTHLAND SECURITIES, INC	UTILITY RATE STUDY - MAY	480.00
			<u>1,200.00</u>
06/12/2026	OXYGEN SERVICE COMPANY, INC.	CYLINDER RENTAL	199.83
06/12/2026	POMP'S TIRE SERVICE INC	#1604 4 TIRES	2,627.28
06/12/2026	RITHVEASNA KE	JUNE BEGINNER MAHJONG LESSONS	300.00
06/12/2026	STRATEGIC CONSULTING AND COACHING	OJP CRISIS RESPONSE GRANT WRITER FEE	4,031.25
06/12/2026	STREET FLEET EXPEDITED, LLC	2026 LB REPORT COURIER MAY 2026 (05/27/2026)	28.16
06/12/2026	STREET FLEET EXPEDITED, LLC	2026 LB REPORT COURIER JUNE 2026 (06/03/2026)	28.16
			<u>56.32</u>
06/12/2026	TARRI LEVINE	SEMI PRIVATE MAH JONGG LESSONS 6-3-2026	240.00
06/12/2026	TENVOORDE FORD INC	NEW SQUAD VIN - 1FM5K8AWXTGB60170 #2609	43,579.44
06/12/2026	TENVOORDE FORD INC	NEW SQUAD VIN 1FM5K8AW1TGB65774 #2607	43,579.44
			<u>87,158.88</u>
06/12/2026	THE PARTNERS GROUP LLC	CONSULTANT SERVICES MAY 2026 (FINAL)	3,300.00
06/12/2026	TOTAL MECHANICAL SERVICES, INC	CLEAN RPZ @ HANSEN EAST	243.00
06/12/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	83.03
06/12/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	103.45
			<u>186.48</u>
06/04/2026	4 SEASONS TREE CARE	CITY TREE WORK AND BRUSH REMOVAL	4,150.00
06/04/2026	4 SEASONS TREE CARE	PRIVATE TREE REMOVAL (2120 SILVER LAKE RD)	500.00
			<u>4,650.00</u>

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
06/04/2026	BAUTISTA SHELLY	CANCELATION REFUND - SECURITY DEPOSIT CHECK	300.00
06/04/2026	BERGANKDV LTD	FINAL 2025 AUDIT SERVICE	21,870.50
06/04/2026	BERGANKDV LTD	FINAL 2025 AUDIT SERVICE	1,286.50
06/04/2026	BERGANKDV LTD	FINAL 2025 AUDIT SERVICE	1,286.50
06/04/2026	BERGANKDV LTD	FINAL 2025 AUDIT SERVICE	1,286.50
			<u>25,730.00</u>
06/04/2026	BONFE'S PLUMBING HEATING AND AIR SERVICE, INC	GRANT DISTRIBUTION TO CONTRACTOR FOR I/I REPAIR - HOKENSON	1,030.80
06/04/2026	CHANG, SENYIN	SECURITY DEPOSIT REFUND, AND EXTRA FOR INCONVENIENCE	408.38
06/04/2026	DUSTY'S DRAIN CLEANING	NBCC 2ND LEVEL MENS ROOM CLOG	265.00
06/04/2026	FLEETPRIDE, INC	OIL FILTERS SHOP	43.08
06/04/2026	FLEETPRIDE, INC	#1301 FILTERS	221.96
06/04/2026	FLEETPRIDE, INC	#1301 STOP LAMP	72.99
06/04/2026	FLEETPRIDE, INC	OIL FILTERS SHOP STOCK	18.20
			<u>356.23</u>
06/04/2026	FRIENDLY CHEVROLET, INC.	#1305 DOOR SILL PLATE	119.96
06/04/2026	FRIENDLY CHEVROLET, INC.	#1305 DOOR SILL PLATE RETURN	(96.71)
			<u>23.25</u>
06/04/2026	HATCH, ANDREA	SECURITY DEPOSIT REFUND	300.00
06/04/2026	INDEPENDENT SCHOOL DIST #621	SENIOR TRIP MAY 28, 2026 BOAT CRUISE	1,615.00
		SECURITY DEPOSIT REFUND & PARTIAL REFUND FOR EQUIPMENT	
06/04/2026	LAMBERT GAINES ASHLEY	NOT FUNCTIONING	408.37
06/04/2026	MN DEPT OF HEALTH	QUARTERLY WATER SERVICE CONNECTION FEE	22,772.00
06/04/2026	OLD DUTCH FOODS, INC.	CHIPS GOLF COURSE RESALE	159.60
06/04/2026	SIRLEAF, VENUS	SECURITY DEPOSIT REFUND	300.00
06/04/2026	STEPHEN TOKLE INSPECTIONS INC	FEBRUARY 2026 TOKLE INSPECTIONS	4,832.79
06/04/2026	TAHO SPORTSWEAR, INC	SUMMER YOUTH SOCCER AND BASEBALL LEAGUE JERSEYS	2,009.80
06/04/2026	TAHO SPORTSWEAR, INC	YOUTH BASEBALL LEAGUE HATS	1,089.00
			<u>3,098.80</u>
06/04/2026	YAMAHA GOLF & UTILITY INC	SERVICE CALL	75.00
06/04/2026	YAMAHA GOLF & UTILITY INC	POWER CART LEASE	2,800.00
			<u>2,875.00</u>
06/11/2026	AIMOM	SECURITY DEPOSIT REFUND CHECK	500.00
06/11/2026	AJAYI ESTHER	SECURITY DEPOSIT REFUND CHECK	500.00
06/11/2026	CRAIG, IAN	SECURITY DEPOSIT REFUND	300.00
06/11/2026	DAVIS, NICKY	SECURITY DEPOSIT REFUND, KEEPING \$150 FOR CARPET CLEANING	150.00
06/11/2026	DUSTY'S DRAIN CLEANING	INSTALL VAC BREAKER FOR IRRIGATION SYSTEM AT HANSEN WEST	565.00
06/11/2026	FAMILY PAINTERS LLC	INTERIOR PAINTING PSO, CEO, SRO OFFICES	2,200.00
06/11/2026	FLEETPRIDE, INC	#2004 BELT	40.89
06/11/2026	JOHNSON, KELSEY	SECURITY DEPOSIT REFUND	300.00
06/11/2026	LMCIT	CLAIM 517738	6,347.92
06/11/2026	LMCIT	Q3 2026 - PROPERTY/LIABILITY INSURANCE	65,967.00
06/11/2026	MN DEPT OF HEALTH	POLICE DOGZ FOOD LICENSE	50.00
06/11/2026	NORTH VALLEY INC	PROJECT 26-2B, 2026 MILL AND OVERLAY PARTIAL PAYMENT 1	221,181.12
06/11/2026	NORTH VALLEY INC	PROJECT 25-2B, 2026 MILL AND OVERLAY PARTIAL PAYMENT 1	550,111.33
			<u>771,292.45</u>
06/11/2026	SAWYERS DREAM BAND	JUNE SUMMER CONCERT SERIES PERFORMER	700.00
06/11/2026	ST PAUL, CITY OF	RADIO MAINTENANCE & SERVICES	135.00

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
06/11/2026	TAHO SPORTSWEAR, INC	STAFF APPAREL SHIRTS- SUMMER STAFF & GYMNASTICS STAFF	518.55
06/11/2026	TAHO SPORTSWEAR, INC	ED-VENTUES SUMMER CAMPER SHIRTS	579.15
			1,097.70
06/11/2026	TOOLEY, ROD	25-1 RESIDENT IRRIGATION REPAIR REIMBURSEMENT	415.00
06/11/2026	WONDIMU TEMESGEN	SECURITY DEPOSIT REFUND	500.00
	TOTAL PAYMENTS		\$ 3,395,687.03



COUNCIL PROCEEDINGS THE CITY OF NEW BRIGHTON

Pursuant to notice thereof, a regular meeting of the New Brighton City Council was held Tuesday, June 9, 2026 at 6:30 pm in the New Brighton Council Chambers.

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

Absent:

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

Call to Order

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

Pledge of Allegiance

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

Public Comment Forum

Mayor Niedfeldt-Thomas opened the Public Forum for comments from the public.

Jeff Wagner, resident of New Brighton, explained he has lived in the City for the past five years and recently welcomed his first child. He discussed how the traffic along Long Lake Road was a concern for him especially the unsafe driving from teens on e-motos/e-bikes. He requested the Council consider putting regulations in place and to follow State Statute when it comes to e-bikes and e-motos. He recommended all riders be 15+ and be required to wear helmets. In addition, he suggested the City put a speed limit in place for e-bikes/e-motos.

Approval of Agenda

Approval of the June 9, 2026 Council Agenda.

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

5 Ayes, 0 Nays-Motion Carried

Special Order of Business

None.

Consent Agenda

1. Consider Approval of Payments.
2. Approve City Council Minutes:
 - a. June 2, 2026 Worksession Meeting Minutes.
 - b. May 26, 2026 City Council Meeting Minutes.

Call to Order

Pledge of Allegiance

Public Comment Forum

Approval of Agenda

Approval of the
June 9, 2026 Agenda.

Special Order of Business

Consent Agenda

3. Accept Receipt of Commission Minutes: None.
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.

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

5 Ayes, 0 Nays - Motion Carried

Public Hearing

None.

Council Business

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

City Manager Massopust indicated Breanne Kennedy from Thrive, LLC would be presenting this item to the Council. Breanne Kennedy, Thrive, LLC, stated work on all Housing Action Plan items is finally complete. She presented the final version of the Inclusionary Housing Policy for potential adoption by the City Council. She reported the purpose of this work was to refresh knowledge about who lives in New Brighton and the types of housing offered, to restate the goals of the City related to housing, to prioritize three immediate actions to implement to achieve these goals, to research, review and bring forward three housing-forward policies and to outline a plan for use of Local Affordable Housing Aid (LAHA) and other available resources. She described how the inclusionary housing policy would

Public Hearing

Council Business

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

address the City's desire to have mixed income housing in the community, more affordable housing options, partnerships with developers as well as having a framework in place for decision making for City financial participation. The key points within the policy were the lists of incentives for developers to add income restricted units. These incentives include density bonuses, height bonuses, parking reductions, fee waivers, land write downs and TIF/LAHA funding. She discussed the feedback staff received from the EDC and the Council regarding allowances for cash contributions in lieu, which would require the City to have a housing trust fund. Further discussion ensued regarding the policy and Ms. Kennedy stated if deemed ready for approval, staff recommends approval of a Resolution officially adopting the Inclusionary Housing Policy.

Mayor Niedfeldt-Thomas thanked Ms. Kennedy for her detailed presentation. She spoke further to the background, goals and strategies of the Inclusionary Housing Policy. She discussed the work the Council had already done to approve a Housing Rehab Program that would be funded through LAHA dollars. She asked how much the City has available in LAHA dollars at this time. Assistant Director of Community Assets & Development Gozola reported the City has close to \$500,000 available.

Mayor Niedfeldt-Thomas reported the Council needed to identify a strategy for utilizing these dollars and one way to utilize these dollars was to support and invest in the City's current housing stock. She explained the City would be partnering with the Center for Energy and Environment (CEE) for the Housing Rehab Program. Ms. Kennedy indicated CEE was working with 25+ cities and several counties to administer housing rehab programs.

Mayor Niedfeldt-Thomas commented on how the City was working to support and maintain the manufactured home parks in the community as this was an important form of naturally occurring affordable housing in the City. She discussed how the City would be identifying parcels for potential redevelopment but noted this did not mean the City would be actively pursuing developers. Rather, the City could have active conversations with property owners in order to broker relationships should the property owner be ready to sell or redevelop their site. She thanked staff for the work they had done to clean up the City's zoning code. She appreciated how the City was working to take the wheel to ensure future housing in the community aligns with the City's vision for the community. She discussed how the Council would continue to review its parking requirements and mixed use districts. She suggested staff change the word incentive to some other term because she did not want there to be a perception that the City was providing developers with money. Ms. Kennedy explained incentive was a broader term that could include zoning incentives as well as financial participation. Mayor Niedfeldt-Thomas suggested examples of incentives be listed within the policy for clarification purposes.

Councilmember Allen commented on how the Council has worked to incorporate some of the measures within the Inclusionary Housing Policy through recent housing developments. He explained this policy codifies the goals of the City Council. He spoke further to the benefit of the City having the rules in place prior to redevelopment occurring.

Councilmember Steffenhagen indicated he supported what the City was doing. He noted he was wrestling with how to help the City thrive while also trying to figure out how to create as much affordable housing as possible. He commented his job was also to recognize the people in the community and to protect naturally occurring affordable housing (NOAH). He stated he did not want to see people in the community displaced through the redevelopment or rehabilitation of multi-tenant housing. He encouraged the Council to think outside the box when it comes to rehab work in order to protect those living in the community. Mr. Kennedy explained the policy has language in place that would protect rental rates for NOAH for a certain period of time. She noted the City does not currently have an apartment rehabilitation fund and stated this could be considered in the future as LAHA resources compound and grow.

Councilmember Steffenhagen appreciated the fact that NOAH rents would be protected for one year, but anticipated many residents within these types of units would be displaced after one year.

Mayor Niedfeldt-Thomas requested staff speak to the tenant notification regulation that was passed by the City Council in 2021.

Assistant Director of Community Assets and Development Gozola reported the referenced regulation would require building owners to notify their tenants three months prior to listing the property for sale. He stated this three-month window would allow the City to pursue developers that could assist with preserving the NOAH. After the three months, the developer can place the building on the market. He indicated the tenant notification regulation would require the new owner to send notices to all tenants and rents could not be raised without a three-month notice.

Councilmember Allen explained he shared the same worries as Councilmember Steffenhagen and discussed how important it was for the City to have seed money in place to protect existing residents. He supported the Council having further discussions regarding the establishment of a multi-family rehabilitation fund. He commented on how the depressed housing market was assisting with protecting NOAH at this time.

Mayor Niedfeldt-Thomas thanked Councilmember Steffenhagen for his comments and discussed how no new units would be constructed in the community if the Inclusionary Housing Policy was not approved.

Councilmember Steffenhagen indicated this policy should be viewed as a step that could be built on over time. He anticipated more could be done through further research.

Councilmember Dunsforth agreed this would be a living document and the policy should be reviewed every two or three years. Ms. Kennedy reported this policy would outlive this Council and would send a message to the community about the goals and priorities of the City Council.

Councilmember Allen indicated the policy being adopted would address projects where the City was involved. He explained there would be projects that occur in the community that do not require City involvement. Mayor Niedfeldt-Thomas stated it was her desire for the Council to have specific targets and goals in place for wanting to see change happen and for a tighter path forward.

Motion by Councilmember Allen, seconded by Councilmember Vint Frischman to adopt a Resolution approving an Inclusionary Housing Policy directing staff to address the incentive terminology.

5 Ayes, 0 Nays-Motion Carried

Commission Liaison Reports, Announcements and Updates

Devin Massopust

City Manager Massopust reported the Mayor will be hosting other mayors from the Safe and Stable Communities Coalition on Thursday, June 11 to discuss Phase 2 for this group.

Graeme Allen

Councilmember Allen reported PREC met on Wednesday, June 3 and discussed park signage. He congratulated all of the recent graduates from the Irondale and Mounds View High Schools. He stated the next summer concert would be held on Thursday, June 11 at Veterans Park from 6:00 p.m. to 8:00 p.m.

Jeanne Vint Frischman

Councilmember Vint Frischman reported the Public Safety Commission met on Monday, June 8 where e-bikes/e-motos were discussed with a representative from the Three River Parks District. She explained riders are supposed to be 15+ years old. She commented on the complaints the City was receiving regarding e-bikes/e-motos and noted there were ordinances the City could put in place to address these concerns, such as requiring helmets. She noted educational information was requested from the Three River Parks District that would be posted on the City's website.

Jason Steffenhagen

Councilmember Steffenhagen reported the EDC met on Wednesday, June 3 and began discussing the 2050 Comprehensive Plan. He explained City offices would be closed on Friday, June 19 in honor of Juneteenth. It was his hope that as the country celebrates its 250th Anniversary that people would remember the history of the nation.

Mayor Niedfeldt-Thomas

Mayor Niedfeldt-Thomas reported on Monday, June 8 she met with the Youth Community Connectors. She thanked Paddle North and the Exchange restaurant for hosting a Small Business discussion and luncheon last week. She noted she attended a Regional Council of Mayors meeting on Monday, June 8 where the State demographer provided population information and commented on how AI could be utilized by cities. She indicated data centers were also discussed. She explained the City Council would meet next on Tuesday, June 23. She stated the farmers market was held every Wednesday from 3:00 p.m. to 7:00 p.m. She explained the Safety Fair would be held on June 16th, and the event New Brighton Connect on Monday, June 22 at 5:00 p.m.

Adjournment

Mayor Niedfeldt-Thomas adjourned the meeting at 7:49 p.m.

**Commission Liaison
Reports, Announcements
and Updates**

Adjournment
The meeting adjourned at 7:49
p.m.

Kari Niedfeldt-Thomas, Mayor

ATTEST: _____
Terri Spangrud, City Clerk



Council Worksession
June 9, 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, Ben Gozola

Guests in Attendance: Jordan Van Der Hagen, Jeff McMenimen, and Rachel Blaseg; Damon Farber

Downtown Vision Plan

Massopust stated City staff and representatives from Damon Farber will be using the work session on 6/9/26 to review the final engagement results from our Downtown Vision Plan outreach efforts, review the resulting vision framework, and showcase a final downtown concept plan that highlights the potential of the Downtown area.

Gozola reviewed the history of the New Brighton Exchange property and commented on how the site had developed over the past 50 years. It was noted only Block B remains undeveloped. He commented on how having a vision in place has helped the City plan for the redevelopment of this site. With this in mind, he discussed how the City was now creating a vision for the Downtown area of New Brighton.

Jordan Van Der Hagen, Damon Farber, introduced himself to the Council and commented on how it was helpful to look to the past as far as the City was looking into the future when creating a vision for the City. He explained this led him to look into the history of New Brighton. He described how New Brighton had evolved over the years but noted the major bones from the original downtown were still in place. He then reviewed the feedback he received from the public regarding the proposed Downtown Vision Plan. He stated the five key takeaways from the public engagement were the importance of walkability and safety, public spaces and gathering, small town identity, every day downtown, and nature and landscape. He then described how the feedback received help shape the proposed plan that would transition from a fragmented corridor to a connected Community Center. The guiding principles for this plan would be:

- Put people first
- Create a downtown for everyday life
- Maintain New Brighton's small-town character
- Focus change where it matters most
- Utilize planting for more than just aesthetics
- Strengthen the public realm
- Build a community gathering place
- Connect people, parks and places
- Design safe and comfortable streets
- Invest wisely and incrementally

Mr. Van Der Hagen explained the guiding framework to organize the plan would be to create a civic spine (Old Highway 8), a downtown hub, connected neighborhoods, consider development pattern strategy and create a public realm and open space network. The vision statement for this project would be: Downtown New Brighton will evolve into a connected civic center organized around people-first streets, walkable destinations, housing choice, public life and ecological identity. He stated before reviewing the concept plan, it was important to understand what this vision was and was not. It was noted the vision would be long-term, no eminent domain was proposed, existing neighborhoods would be respected, redevelopment would happen incrementally and the concept plan was a guide, not a blueprint. At this time, the final concept plans were for the Downtown Vision area was reviewed with the Council. He provided further information to the Council regarding the implementation strategy and how to turn the vision into action.

Rachel Blaseg, Damon Farber, spoke to the importance of maintaining the City's healthy tree canopy throughout the redevelopment plans.

Councilmember Frischman suggested the name for the cattle track system be reconsidered. Mr. Van Der Hagen indicated the name could be reconsidered, but described how the concept would tie to the history of the community.

Councilmember Steffenhagen suggested the City consider a connected bike path to provide a connection for residents to Minneapolis and/or St. Paul. Mr. Van Der Hagen stated County funds may be available to assist with this expense.

Councilmember Steffenhagen inquired if there would be a public parking for visitors that wanted to come to New Brighton and walk the downtown area. Mr. Van Der Hagen indicated structured parking could be considered as the area redevelops.

Further discussion ensued regarding pedestrian bridges over major highways.

Mayor Niedfeldt-Thomas inquired if residents preferred to have sidewalks in the front or alleyways in the back. Mr. Van Der Hagen stated he preferred properties to have both because then streets are not full of curb cuts and garages.

Jeff McMenimen, Damon Farber, described how historical downtown districts were centered around mixed use.

Mayor Niedfeldt-Thomas inquired if the City would have to coordinate with Ramsey County to move this plan forward. Massopust reported the City would have to be in coordination with the County. He anticipated the County would be supportive of this plan for the Old Highway 8 corridor. Mr. Van Der Hagen agreed.

Councilmember Steffenhagen indicated the Council would have to consider how semi-truck traffic would navigate through this area. Mr. Van Der Hagen suggested the City review Chaska's downtown master plan to see how they addressed truck traffic through their downtown area. Gozola reported as the corridor narrows, the speed of traffic would be reduced and semi-trucks may opt for another route.

Councilmember Allen discussed how the City was currently working to implement a living streets plan. He explained if the Community Center is not moved, a pedestrian bridge over the freeway would not make sense. Mr. Van Der Hagen agreed.

Councilmember Allen commented on how the City Hall building was currently 37 years old and was in need of

updates/renovations, which would come at a cost. Mr. Van Der Hagen reported this was the case and noted the Council would have to consider if it was better to invest in the current site or to move City Hall to a new site.

Mayor Niedfeldt-Thomas thanked Damon Farber for all of their efforts on the Downtown Vision concept plan.

Councilmember Allen appreciated how the vision captures and created a plan with a phased approach. He stated the Council would have to work through how to finance the proposed changes over time.

Councilmember Vint Frischman stated she supported the proposed plans, noting her only concern was with the cattle track reference. She questioned if the City would be able to fund a pedestrian bridge over the freeway. Mr. Van Der Hagen reported the City would be able to work with MNDOT on this project.

Councilmember Steffenhagen asked how realistic it was that this plan could be completed in 40 or 50 years. Mr. McMenimen stated this would depend on a lot of things. He indicated the Council needs buy in to steward the plan and every future Council. He reported first ring suburbs were seeing growth at this time and there was a desire for downtown areas. He explained the redevelopment of TCAAP would also create an enormous amount of energy for the north metro.

Councilmember Allen commented on how the Community Center was the heart of the City and noted if the City were to make new investments, they would have to be done around the Community Center. Mr. McMenimen reported if the Community Center and City Hall were to relocate, developers would be attracted to this area.

Worksession adjourned at 6:28 pm

Respectfully submitted,

Terri Spangrud
City Clerk



Agenda Section:	Consent Agenda
Meeting Date:	June 23, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider and approve Lease Amendment with Rise, Inc
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Action Requested: <u>Motion</u>
Form of Action: <u>Contract/Agreement</u>
Votes Needed: <u>3 Votes</u>

Summary Statement:	Rise has been a tenant at NBCC since 2018. The Rise program has continued to increase participants and is a great fit at NBCC. This amendment raises the amount of keys and parking spaces that are allotted for the Rise Program, includes Rise transitioning to the City Internet for a fee, and allows New Brighton Staff to change the amount of membership charged on an annual basis.
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Recommendations:	Approve Lease Amendment with Rise, Inc.
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Applicable Deadlines:	
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Community Impact:	Rise is a nonprofit which provides individuals with special needs a place to gather, support, and interact with other individuals.
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Legislative History:	▪ August 26, 2025- Council approved amendment of lease agreement. ▪ August 22, 2023- Council approved new lease agreement with Rise, Inc. ▪ November 22, 2022 – Council approved third addendum to the lease with Rise for space at NBCC. This addendum swapped Room 214 to Room 209 on the lease agreement. ▪ November 12, 2019 – Council approved second addendum to lease agreement with Rise for space at NBCC. This added Room 214 to the lease agreement. ▪ February 26, 2019 – Council approved first addendum to lease agreement with Rise for space at NBCC. This addendum added Rooms 210 and 212 to the lease agreement. ▪ July 24, 2018 – Council approved a lease agreement with Rise. This agreement was for Room 208.
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Strategic Priority:	<u>Financial Sustainability</u> <u>Economic Development</u> <u>Community Engagement & Belonging</u>
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Fiscal Impact:	Financial Consideration?	<u>Yes</u>
	Revenue/Expenditure Amount:	\$ 600.00
	Financing Source:	<u>New Revenue</u>
	Notes:	\$500.00 one time setup fee + \$600.00/yr

Attachments:	<table> <tr> <td>1.</td><td>2026 Rise Amendment- amendment 2</td></tr> </table>	1.	2026 Rise Amendment- amendment 2
1.	2026 Rise Amendment- amendment 2		

SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN CITY OF NEW BRIGHTON AND RISE

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this “amendment”) is made and entered into this ____ day of _____, 2026, by and between the City of New Brighton, a Minnesota municipal corporation (“Landlord”) and Rise, a Minnesota nonprofit 501(c)(3) organization which supports people who have disabilities and other barriers to employment and housing (“Tenant”).

WHEREAS, Landlord and Tenant entered into a certain Lease Agreement dated August 22, 2023 pertaining to Tenant leasing certain premises of the Landlord located in the New Brighton Community Center at 400 10th St. Northwest, New Brighton, Minnesota, 55112 (the “Community Center”); and

WHEREAS, Landlord and Tenant which to amend the Lease Agreement to allow Tenant to lease additional space in the Community Center and Landlord and Tenant which to amend the Lease Agreement as provided in this Amendment as follows; and

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged by Landlord and Tenant, the parties mutually agree as follows:

1. Paragraph 1.3 USE OF COMMON AREAS of the Lease Agreement is amended to read as follows:

Tenant shall have the non-exclusive right to use the entry ways, elevators, stairs, hallways, and restrooms of the Community Center. Employees of Tenant shall have the non-exclusive right to use the Community Center parking areas. No more than six guests or invitees of Tenant shall be permitted to use the Community Center parking areas except by approval of Landlord. In addition, Tenant will be assigned parking spaces in the Community Center parking lot for its nine passenger vans and one bus. Tenant’s use of the public areas of the Community Center shall be subject to such reasonable rules and regulations for use of such areas as may be established from time to time by Landlord.

2. Paragraph 1.4 ACCESS TO COMMUNITY CENTER of the Lease Agreement is amended to read as follows:

Tenant, its employees and invitees shall have access to the Community Center during normal business hours. These hours are currently Monday- Friday 5:00 a.m. – 10:00 p.m. There shall be no access to the Community Center during non-business hours by Tenant or its employees or invitees. There shall be no access to Tenant or its employees or invitees on Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve Day, or Christmas Day. The Community Center may have limited hours on other dates throughout the year where Tenant shall not have access, including but not limited to New Years’ Eve Day, and New Years’ Day. Tenant

will be provided with 20 keys for access to the Leased Space. Tenant shall make no more keys than are provided by the Landlord. If Tenant loses any of the keys that were provided by the Landlord, Tenant will be charged \$50 per key lost and \$75 per lock that will need to be rekeyed.

3. Paragraph 3.2 FITNESS MEMBERSHIPS of the Lease Agreement is amended to read as follows:

During the term of this Lease, Tenant will purchase annual Community Center fitness memberships for its participants ("Memberships"). A minimum of forty-five (45) memberships must be maintained by Tenant throughout the Term of this Lease. Such memberships shall be charged at the then-current resident family membership rate. New Brighton reserves the right, upon annual review and with no less than thirty (30) days' written notice to Tenant, to increase the number of Memberships required under this Lease based on Tenant's program participation and facility usage.

4. Paragraph 5.2 CHARGES of the Lease Agreement is amended to read as follows:

Tenant shall pay for all utility services, including gas, electricity, domestic water, and sewer furnished to Tenant for use in the Leased Space. Such services shall be charged at a flat rate of 2.6 percent of utility costs incurred by Landlord for the Community Center. Tenant shall pay for internet services at a rate of \$50.00 per month to be included in the quarterly CAM charges. There will also be a one-time setup fee of \$500.00 which is due no more than 30 days from amendment agreement date.

5. Paragraph 5.6 TELEPHONE, CABLE, INTERNET, AND SATELLITE of the Lease Agreement is amended to read as follows:

Tenant will be responsible for paying for any telephone, cable, or satellite service that it would require for the Leased Space including, but not limited to, any installation or monthly service charges. Dedicated wireless internet service is provided by landlord.

CITY OF NEW BRIGHTON

RISE

BY: _____
Devin Massopust
City Manager

Date: _____

BY: _____
Kari Niedfeldt-Thomas
Mayor

Date: _____

BY: _____

ITS: _____

Date: _____



Agenda Section:	Consent Agenda
Meeting Date:	June 23, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Resolution Accepting a Water Efficiency Grant and Authorization for the Mayor to Execute the Metropolitan Council Clean Water Fund Agreement No. SG-26E-03-22

Action Requested: Motion

Form of Action: Resolution

Votes Needed: 3 Votes

Summary Statement:

The Metropolitan Council created the water efficiency grant program in 2015 to help communities reduce water consumption and future infrastructure costs. Cities and townships served by a municipal water supply system are eligible for grant funding to reduce costs for residents, commercial properties, and government facilities that purchase and install replacement water-efficient products.

On May 19, 2026, the Department of Community Assets and Development received notice that the submitted grant application was accepted, and the City was awarded a total of \$27,000. Staff proposes a continuation of past programs, which utilize the grant funding to replace outdated toilets in multi-family properties with new high-efficiency toilets.

Under the grant program, municipalities are required to provide a 20 percent match in funds, which totals \$6,750. To offset this cost, the

	selected beneficiaries of the program (property owners) will be required to enter a sub-grant agreement with the City for payment of the 20 percent match amount. This process has historically worked well as it provides an incentive for multi-family unit property owners to upgrade their existing facilities at a substantially reduced cost and also reduce their utility fees by installing a high- efficiency products. The City maintains a 100% success rate with the Clean Water Fund Grant. Since the program's inception, the City has been awarded a total of \$114,000 across 3 grant cycles. Every cycle was managed in full compliance, resulting in timely closeouts and zero questioned costs. This proven track record demonstrates our 'low-risk' for this grant.
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Recommendations:	To adopt the Resolution accepting a Water Efficiency Grant and authorization for the Mayor to execute the Metropolitan Council water Fund Grant Agreement SG-26E-03-22.
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Applicable Deadlines:	N/A
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Community Impact:	Toilets are being replaced in naturally occurring affordable apartments. This will reduce water consumption and reduce costs for fixture replacements.
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Legislative History:	None
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Strategic Priority:	City Assets
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Fiscal Impact:	Financial Consideration?	<u>X No</u>
	Revenue/Expenditure Amount:	\$0
	Financing Source:	<u>N/A</u>
	Notes:	

Attachments:	1.	City of New Brighton - Grant Agreement - 2026-2028 Water Efficiency Grant Program V2
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METROPOLITAN COUNCIL CLEAN WATER FUND GRANT AGREEMENT

Recipient: City of New Brighton

Grant No: SG-26E-03-22

Met Council Action: 2026-95 SW

Maximum Grant Amount: \$ 27000

Recipient Match (20% of total program excluding low-income option): \$ 6750

Recipient's Authorized Representative:

Name: Carl Gillies

Mailing Address: 803 Old Highway 8 NW, New Brighton 55112

Phone: 651-638-2074

Email Address: carl.gillies@newbrightonmn.gov

This Clean Water Fund Grant Agreement ("Grant Agreement") is entered into between the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota ("Met Council") and the Recipient named above.

RECITALS

1. Minnesota Session Laws 2025, Chapter 36, Article 2, Section 8(b), appropriated to the Met Council \$1,400,000 in funds from the Legacy Amendment's Clean Water Fund ("Clean Water Fund") for State fiscal years 2026 and 2027, for water demand reduction grants to assist municipalities in the metropolitan area with implementing water demand reduction measures to ensure the reliability and protection of drinking water supplies.
2. The Met Council is authorized by Minnesota Statutes sections 473.129, subdivision 4 to apply for and use grants from the State for any Metropolitan Council purpose and may dispose of the money in accordance with the terms of the appropriation.
3. The Recipient is authorized to receive grants from the Clean Water Fund for a water demand reduction program to implement measures to reduce water demand to ensure the reliability and protection of drinking water supplies.
4. On May 13, 2026, the Met Council authorized the granting \$1,399,000 of the appropriation to the Recipients participating in the grant program.
5. The Recipient represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the reasonable satisfaction of the Met Council.

GRANT AGREEMENT

1. Term of Grant Agreement.

1.1. **Effective Date.** The Effective Date of this Grant Agreement is the date this agreement is fully executed, provided the Grant Agreement is fully executed on or after July 1, 2026. If the Grant Agreement is fully executed prior to July 1, 2026, the effective date shall be July 1, 2026.

1.2. **Grant Activity Period.** The Grant Activity Period runs from the Effective Date through the Expiration Date.

1.3. **Expiration Date.** The Expiration Date is the earlier of Recipient's satisfactory fulfillment of obligations or June 30, 2028.

1.4. **Survival of Terms.** The following clauses survive the expiration, termination or cancellation of this Grant Agreement:

- 9. Liability and Insurance;
- 10. Audits;
- 11. Government Data Practices;
- 13. Data Availability;
- 14. Governing Law, Jurisdiction, and Venue;
- 16. Data Disclosure; and
- 18.7 Future Eligibility.

2. Duties, Representations and Warranties of Recipient and Use of Grant Funds.

2.1. The Recipient will conduct, administer and complete in a satisfactory manner and in accordance with the terms of this Grant Agreement the program ("Recipient Program") which is described in Recipient's application to the Met Council for assistance under the Met Council's Clean Water Fund grant program. The Recipient's application is incorporated into this Grant Agreement as Exhibit A. Recipient will perform the Recipient Program in accordance with the timeline in Exhibit B of this Grant Agreement and to undertake the financial responsibilities described in Exhibit B which is incorporated into this Grant Agreement. The Recipient must complete the Recipient Program as described in Exhibits A and B. The Met Council makes no representation or warranties with respect to the success and effectiveness of the Recipient Program. The Met Council acknowledges that Recipient Program work may be limited to soliciting participation by its residents and businesses in the Recipient Program and requires additional work by the Recipient only to the extent that residents and businesses choose to participate in the Recipient Program, as described in Exhibit B.

The Grant Funds must be entirely passed through and can only be used for authorized rebates or grants for qualifying activities.

2.2. **Recipient Representations and Warranties.** The Recipient represents and warrants to Met Council, as follows:

A. It has the legal authority to enter into this Grant Agreement and to conduct and administer the Recipient Program and use the Grant Funds for the purpose or purposes described in this Agreement.

B. It has taken all actions necessary for its execution of the Agreement and has provided to Met Council a copy of the resolution by its governing body authorizing Recipient to enter into this Agreement, if required. If a resolution is not required by the Recipient, Recipient shall provide the Met

Council documents acceptable to the Council indicating that the appropriate person(s) has authority to enter into this agreement on behalf of the Recipient, such as a city policy or city ordinance.

C. It has the legal authority to undertake the Recipient Program, including the Recipient's financial responsibilities in Exhibit B.

D. Only its Authorized Representative may provide certifications required in this Grant Agreement and submit pay claims for reimbursement of Recipient Program costs.

E. It will comply with all the terms of this Grant Agreement.

F. It will comply with all requirements of Clean Water Funding legislation and appropriations, except for requirements that this Grant Agreement explicitly states will be handled by the Met Council.

G. It has made no material false statement or misstatement of fact in connection with the Grant Funds, and all of the information it has submitted or will submit to the Met Council relating to the Grant Funds or the disbursement of any of the Grant Funds is and will be true and correct. It agrees that all representations contained in its application for the Clean Water Fund Grant are material representations of fact upon which the Met Council relied in awarding this Grant and are incorporated into this Agreement by reference.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no material actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it and is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Grant Agreement, or to perform any of the acts required of it in the Agreement.

I. Compliance with the requirements of this Grant Agreement is not prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement to which it is bound.

J. The Recipient Program will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Recipient Program will be conducted in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or political subdivisions having jurisdiction over the Recipient Program.

L. It will comply with the financial responsibility requirements contained in Exhibit B.

M. It will furnish satisfactory evidence regarding these representations if requested by the Met Council.

3. Time.

Recipient must comply with all time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. Eligible Costs.

Eligible costs are those costs incurred by parties within the jurisdiction of the Recipient for 80% of rebate or grant payments as defined in Exhibit B (and not including low-income cost assistance grant

activities). The Met Council will not reimburse Recipient for non-eligible costs. Any cost not defined as an eligible cost or not included in the Recipient Program or approved in writing by the Met Council is a non-eligible cost.

5. Consideration and Payment.

5.1 **Consideration.** The Met Council will reimburse the Recipient for eligible costs performed by the Recipient during the Grant Activity Period up to the Maximum Grant Amount as specified in this agreement. The Met Council bears no responsibility for any cost overruns that may be incurred by the Recipient or any sub-recipients. The Recipient may be eligible to receive additional grant amounts or an adjustment of the Maximum Grant Amount in accordance with the procedure in the Grant Amendment Form attached and incorporated as Exhibit C. A fully executed Exhibit C will amend this Grant by the amount in Exhibit C.

5.2. **Advance.** The Met Council will make no advance of the Grant Amount to Recipient.

5.3. **Payment.** To receive payment, the Recipient must submit a Reimbursement Request on forms provided by the Met Council, including electronically scanned receipts to verify the cost of eligible devices reported for each reporting period. Reimbursement Request must be submitted quarterly, even if there are no eligible costs to report. The Recipient must describe its compliance with its the financial requirements, work completed including specific addresses where work was done, and provide sufficient documentation of grant eligible expenditures and any other information the Met Council reasonably requests. The Met Council will promptly pay the Recipient after the Recipient presents to the Met Council a Reimbursement Request and scanned copies of all receipts verifying the cost for all eligible devices reported and the Met Council's Authorized Representative accepts the invoiced services.

6. Conditions of Payment.

6.1. For each approved grant activity for which Recipient requests payment, Recipient must certify the following to the Met Council:

- (1) the device or other grant activity has been purchased or paid for during the Grant Activity Period;
- (2) Recipient has determined the device, grant activity, or resident (in cases of the low-income cost assistance option), is eligible;
- (3) Recipient received receipts for the device, installation cost, or other grant activity; and
- (4) the purchase was not performed in violation of federal, state, or local law, or regulation.

6.2. **Conditions Precedent to Any Reimbursement Request.** The obligation of the Met Council to make reimbursement payments is subject to the following conditions precedent:

A. The Met Council's receipt of a Reimbursement Request/Progress Report for the funds requested, and electronic copies of receipts verifying the cost for all eligible devices for that reporting period;

B. If requested by the Met Council (in form and substance acceptable to the Met Council), evidence that (i) the Recipient has legal authority to and has taken all actions necessary to enter into this Agreement and (ii) this Agreement is binding and enforceable against the Recipient;

C. There is no Event of Default under this Grant Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse; and

D. The Recipient has supplied to the Met Council all other items that the Met Council may reasonably require to assure good fiscal oversight of state's funding through the Clean Water Fund.

7. Authorized Representative.

The Met Council's Authorized Representative is:

Name: Henry McCarthy or successor
Title: Senior Environmental Scientist
Mailing Address: 390 North Robert Street
St. Paul, MN 55101
Phone: (651) 602-1946
E-Mail Address: henry.mccarthy@metc.state.mn.us

The Met Council's Authorized Representative has the responsibility to monitor the Recipient's performance and the authority to accept the services provided under this Grant Agreement. If the services are satisfactory, the Met Council's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Recipient's Authorized Representative is noted on the first page of this Grant Agreement. If the Recipient's Authorized Representative changes at any time during this Grant Agreement, the Recipient must immediately notify the Met Council and within 30 days provide a new City resolution (if such resolution is necessary) specifying the new Representative. If a resolution is not required by the City, the City's notification to the Met Council must be in writing.

8. Assignment, Amendments, Waiver, Grant Agreement Complete, and Order of Precedence.

8.1 Assignment. The Recipient may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior written consent of the Met Council and a fully executed Assignment Agreement.

8.2 Amendments. Except as provided in this Section 8.2, any amendment to this Grant Agreement must be in writing and will not be effective until it has been executed and approved by the appropriate parties. If requested by the Recipient in writing, the Met Council may, at its sole discretion, authorize in writing a minor change (administrative, compliance, or operational adjustments that do not alter the core scope, objectives, or funding level of the award) to the Recipient Program in Exhibit A, without a formal executed amendment to this Grant Agreement. Met Council further reserves the right to amend grant agreements, in collaboration with grantee municipality, if quarterly reporting indicates rebate or grant programs will not fully utilize grant awards within the grant period or for other documented purposes that will advance the legislative objectives of the pilot program.

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

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

8.5 Order of Precedence. This Grant Agreement will be interpreted in the following order of precedence:

(1) Grant Agreement excluding exhibits;

(2) Exhibit B; and

(3) Exhibit A.

9. Liability and Insurance.

9.1 **Liability.** The Recipient and the Met Council are each responsible for their own acts and the acts of their employees and the results thereof. To the extent authorized by law, a party is not responsible for the acts of the other party and the results thereof. The liability of the Parties is governed by Minnesota Statutes Chapter 466 and other applicable laws. Neither Party waives any applicable limits on liability or immunities.

9.2 **Relationship of the Parties.** Nothing contained in this Grant Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Recipient and the Met Council, nor will the Recipient be considered or deemed to be an agent, representative, or employee of the Met Council in the performance of this Grant Agreement, or the Recipient Program.

The Recipient represents that it has already or will secure or cause to be secured all personnel required for the performance of this Grant Agreement and the Recipient Program. All personnel of the Recipient or other persons while engaging in the performance of this Grant Agreement or the Recipient Program will not have any contractual relationship with the Met Council related to the work of the Recipient Program and will not be considered employees of the Met Council. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Recipient, its officers, agents, contractors, or employees will in no way be the responsibility of the Met Council. Such personnel or other persons may not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Met Council, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

10. Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Recipient's books, records, documents, and accounting procedures and practices relevant to this Grant Agreement are subject to examination by the Met Council and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the termination date of this Grant Agreement.

11. Government Data Practices.

The Recipient and Met Council must comply with the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, as it applies to all data provided by the Met Council under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Recipient under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Recipient or the Met Council. If the Recipient receives a request to release the data referred to in this Clause, the Recipient must immediately notify the Met Council.

12. Workers' Compensation.

The Recipient certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Recipient's employees and agents will not be

considered Met Council 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 Met Council's obligation or responsibility.

13. Data Availability.

To the extent and as requested by the Met Council, Recipient agrees to comply with Minn. Stat. § 114D.50, subd. 5 requirements for data collected by the Recipient Programs funded with money from the Clean Water Fund that have value for planning and management of natural resources, emergency preparedness and infrastructure investments, including but not limited to the requirement that to the extent practicable, summary data and results of Recipient Programs funded with money from the Clean Water Fund should be readily accessible on the internet and identified as a Clean Water Fund Recipient Program. The Met Council will put overall summary information on the internet and will encourage the Recipient put its municipality information on the web. Recipient understands and agrees that Met Council may list its name and summary information on the internet or in any other Grantor reporting.

Data collected by the Recipient Program, if any, funded with money from the Clean Water Fund that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments must conform to the enterprise information architecture developed by the Department of Information Technology Services. Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Minnesota Geospatial Information Office. A description of these data that adheres to the Department of Information Technology Services geographic metadata standards must be submitted to the Minnesota Geospatial Information Office to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under chapter 13. To the extent practicable, summary data and results of projects funded with money from the clean water fund should be readily accessible on the Internet and identified as a clean water fund project.

14. Governing Law, Jurisdiction, and Venue.

This Grant Agreement will be construed and enforced under the laws of the State of Minnesota without regard to its conflict of law provisions. The venue for any legal proceedings arising out of this Grant Agreement will be the appropriate state or federal court in Ramsey County, Minnesota.

15. Termination.

The Met Council may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Recipient. Upon termination, the Recipient will be entitled to payment for services prequalified and satisfactorily performed before the termination notice.

16. Data Disclosure.

Under Minn. Stat. § 270C.65, subd. 3, and other applicable law, the Recipient consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the Met Council, to federal and state tax agencies and Met Council personnel involved in the payment of Met Council obligations. Recipient will require compliance with this Section 16 by Recipient's subrecipient of Grant funds and shall submit evidence of such compliance to Met Council as requested.

17. Notices.

In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and must be personally served or sent by email or United States mail, to the Authorized Representative of the party to whom it is directed.

18. Miscellaneous.

18.1 Report to Legislature. As provided in Minn. Stat. § 3.195, the Met Council must submit a report on the expenditure and use of money appropriated under the Clean Water Fund to the legislature by January 15 of each year. The report must detail the outcomes in terms of additional use of Clean Water Fund resources, user satisfaction surveys, and other appropriate outcomes. The Recipient agrees to provide to the Met Council by January 1 of each year a report on any user satisfaction surveys it has related to this Recipient Program, and other appropriate outcomes of the Recipient Program as prescribed in Section 18.3 of this Agreement.

18.2 Supplement. The funds granted under this agreement are to supplement and shall not substitute for traditional sources of funding. Recipient certifies to the Met Council that there was and is no traditional Recipient sources of funding for the grant work, as described in Exhibit A.

18.3 Measurable Outcomes. A Recipient Program or program receiving funding from the Clean Water Fund must meet or exceed the constitutional requirement to protect, enhance, and restore water quality in lakes, rivers and streams and to protect groundwater and drinking water from degradation. A Recipient Program or program receiving funding from the Clean Water Fund must include measurable outcomes, as defined in Minn. Stat. § 3.303, subdivision 10, and a plan for measuring and evaluating the results. A Recipient Program or program must be consistent with current science and incorporate state-of-the-art technology. All information for funded Recipient Program work, including the proposed measurable outcomes, must be made available for publication on the web site required under Minn. Stat. § 3.303, subdivision 10, as soon as practicable and forwarded to the Met Council and the Legislative Coordinating Commission under the provisions of Minn. Stat. § 3.303, subd. 10. The Recipient must compile and submit all information for funded Recipient Programs or programs, including the proposed measurable outcomes and all other items required under Minn. Stat. § 3.303, subdivision 10, to the Met Council and, if requested by the Met Council, the Legislative Coordinating Commission as soon as practicable or by January 15 of the applicable fiscal year, whichever comes first.

18.4 Minn. Stat. § 16B.98. Grants funded by the Clean Water Fund must be implemented according to section 16B.98 and must account for all expenditures.

18.5 Benefit to Minnesota Waters. Money from the Clean Water Fund may only be spent on Recipient Programs that benefit Minnesota waters.

18.6 Website. If the Recipient has information on its website about the water efficiency grant program under Minn. Stat. § 114D.50, the Recipient will when practicable in accordance with Minn. Stat. § 114D.50, subd. 4(f) prominently display on the Recipient's website home page the Legacy logo accompanied by the phrase "Click here for more information." When a person clicks on the Legacy logo image, the website must direct the person to a web page that includes both the contact information that a person may use to obtain additional information, as well as a link to the Met Council's and Legislative Coordinating Commission Website required under section 3.303, subdivision 10.

18.7 Future Eligibility. Future eligibility for money from the Clean Water Fund is contingent upon the Recipient satisfying all application requirements related to Met Council's fulfillment of Minn. Stat. § 114D.50 as well as any additional requirements contained in Minnesota Session Laws 2025, Chapter 36, Article 2, Section 8(b).

18.8 Prevailing Wages. The Recipient agrees to comply with all of the applicable provisions contained in chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.50, as they may be amended, modified or replaced from time to time with respect to the Recipient Program. By agreeing to this provision, the Recipient is not acknowledging or agreeing that the cited provisions apply to the Recipient Program.

18.9 Disability Access. Where appropriate, Recipient of clean water funds, in consultation with the Council on Disability and other appropriate governor-appointed disability councils, boards, committees, and commissions, should make progress toward providing greater access to programs, print publications, and digital media for people with disabilities related to the programs the recipient funds using appropriations made in this agreement.

18.10. General Provisions.

(i) Lawsuit. This Grant shall be canceled if a court determines that the appropriation illegally substitutes for a traditional source of funding.

(ii) Termination Due to Lack of Funds. Recipient recognizes that Met Council's obligation to reimburse Recipient for eligible Recipient Program costs is dependent upon Met Council's receipt of funds from the State of Minnesota appropriated to Met Council under 2025 Session Law, Chapter 36, Article 2, Section 8(b). Should the State of Minnesota terminate such appropriation or should such funds become unavailable to Met Council for any reason, Met Council shall, upon written notice to Recipient of termination or unavailability of such funds, have no further obligations for reimbursement or otherwise under this Grant Agreement. In the event of such written notice, Recipient has no further obligation to complete the Recipient Program as required by this Grant Agreement.

18.11. Counterparts and Electronic Signatures. This Grant Agreement may be executed in any number of counterparts, each of which when executed will be deemed to be an original and the counterparts will together constitute one agreement. A copy of this Grant Agreement, including its signature pages, will be binding and deemed to be an original. Electronic signatures using Adobe Sign or a similar program will be deemed an original signature.

19. Default and Remedies.

19.1 Defaults. The Recipient's failure to fully comply with any of the provisions contained in this Grant Agreement constitute an event of default ("Event of Default").

19.2. Remedies. Upon an event of default, the Met Council may exercise any one or more of the following remedies:

- a. Refrain from disbursing the Grant;
- b. Demand that all or any portion of the Grant already disbursed be repaid to it, and upon such demand the Recipient shall repay such amount to the Met Council; and
- c. Enforce any additional remedies the Met Council may have at law or in equity.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

METROPOLITAN COUNCIL

By: _____

Regional Administrator, successor, or delegate

Date: _____

RECIPIENT:

The Recipient certifies that the appropriate person(s) have executed this agreement on behalf of the Recipient as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Printed Name and Title

Date: _____

EXHIBIT A: Application from community



2026 – 2028 METROPOLITAN COUNCIL WATER EFFICIENCY GRANT PROGRAM APPLICATION FORM

updated 02 / 25 / 2026

1. Applicant information:

MUNICIPALITY:	
MUNICIPAL UTILITY:	
MAILING ADDRESS:	

2. Primary contact information:

Municipality primary authorized representative (all correspondence regarding the Water Efficiency Grant Program should be addressed to individual named below):

Name:	
Title:	
Phone:	
Email:	
Mailing Address:	

3. Secondary contact information:

Municipality secondary authorized representative:

Name:	
Title:	
Phone:	
Email:	
Mailing Address:	

4. Water use information:

Municipal Total Per Capita Water Use, in gallons per person-day (2025):	
Municipal Residential Per Capita Water Use, in gallons per person-day (2025):	
Municipal Ratio of Peak Month to Winter Month Water Use (2025):	

Program design

The following questions help describe the type of program your municipality is proposing, including planned grant activities and optional program elements. For more information about the low-income cost assistance option and grant activities on municipal properties, see the Guidelines document.

5. Will your proposed program be a rebate or grant program?

6. Will your proposed program include a low-income cost assistance option?

7. Will your proposed program include approved grant activities on municipal properties (for example, device replacements or turfgrass conversion)?

8. If your proposed program includes approved grant activities on municipal properties, does the funding supplement and not supplant? (Additional documentation may be requested.)

9. Approximately what portion of your requested grant amount will be used for approved grant activities on municipal properties?

10. Planned grant activities

Which eligible grant activities will your program include? Please provide an estimated number of device replacements/other grant activities for each category you plan to include in your program.

	Grant activity	Property type		
		Residential	Commercial	Municipal
Indoor water use	Toilet replacement			
	Clothes washer replacement			
	Dishwasher replacement			
	Showerhead replacement			
	Faucet replacement or faucet accessory			
Outdoor water use	Irrigation system audit*			
	Irrigation controller replacement*			
	Irrigation spray sprinkler body replacement*			
	Turfgrass conversion/replacement			

* Please note, the Met Council strongly encourages an irrigation system audit be conducted before the replacement of an irrigation controller or spray sprinkler bodies. An initial audit ensures the user has information for proper set-up and operation of their irrigation system.

- 11.** Estimated water savings per device from WaterSense and Energy Star (if available) will auto-populate in quarterly reporting forms to establish baseline consistency in estimates. Some municipalities may have developed (or plan to develop) specific water savings calculations based on household size, age of device being replaced, and other factors. Municipalities are welcome to submit water savings estimates other than those provided by the WaterSense and Energy Star programs. **If your municipality has plans to calculate estimated water savings in-house or using an external resource, please describe below.**

- 12. If your proposed program includes grant activities at municipal properties, please walk through your plans for device replacements and/or turfgrass conversion. In the case of turfgrass conversion, please describe where the work will occur, area removed, species removed, area replaced, species replaced, watering and maintenance needs, and estimated annual gallons of water saved (with explanation of estimate).**

Program budget and administration

13. Please outline the amount of funding your municipality is requesting, including – if applicable – an estimate of funds that will be used for low-income cost assistance (no municipality match required).

Grants will be made available in amounts with a minimum of \$5,000 and a maximum of \$75,000. In the event that there are unused or returned funds, municipalities may apply for a grant amendment to increase their award beyond \$75,000 (at the discretion of Met Council). Additionally, if a municipality offers low-income cost assistance, it can apply for an additional \$10,000 (max grant of \$85,000).

A	Requested grant amount (must be 80% of row C):	
B	Required municipality matching amount (must be 20% of row C):	
C	Traditional grant program subtotal (row A + row B):	
D	(OPTIONAL) Low-income cost assistance requested amount (100% covered by Met Council funds):	
E	Total program budget (row C + row D):	

Example calculation:

A	Requested grant amount (must be 80% of row C):	\$16,000
B	Required municipality matching amount (must be 20% of row C):	\$4,000
C	Traditional grant program subtotal (row A + row B):	\$20,000
D	(OPTIONAL) Low-income cost assistance requested amount (100% covered by Met Council funds):	\$5,000
E	Total program budget (row C + row D):	\$25,000

14. Please outline what cost coverage your municipality plans to offer for each of the selected grant activities.

For example: **70%** of the cost of a **toilet**, up to a maximum of **\$200**. Limited to **2** per household.

--

15. Please indicate ways in which you will advertise your program and water conservation.
(Examples to be provided in program work plan.)

Newsletter		Radio	
Flyer in water bill		Television	
Email		Newspaper	
Tabling at events		TikTok	
Municipality website		Instagram	
Billboard / physical display		Facebook	
		Nextdoor	

Other	
-------	--

16. Work plan

In your application submission, please attach a work plan that details the municipality's schedule, strategy for promoting the program and communications with potential participants – including example communications, program administration, and spending down the requested grant amount by 6/30/28.

Example work plan structure:

Task description	Responsible person	Start date	Completion date

Evaluating applications

Program proposals will be evaluated based on the answers provided in the application form as well as the attached work plan. Strong applications will include clear answers to the questions in the application form and a thoughtful work plan that outlines strategies for structuring, administering, and promoting (if applicable) the program. For municipalities intending to conduct grant activities on municipal property, applications should include intended plans for device/landscape installation and estimated hours/cost of labor (whether being done by the municipality or a contractor).

In the event that funds requested exceed funds available, the following criteria will be used to determine the amount granted to a given municipality.

- Municipal residential per capita water use
- Municipal ratio of peak month to winter month water use
- Estimated water savings from proposed program

Additionally, municipalities may be asked to provide additional information and/or be awarded less than their requested grant amount if their application is lacking detail, a clear work plan, etc. In future grant cycles, a past participant's record of spending down their award may be used to inform award amounts.

Applications are due by April 13, 2026

Task Description	Responsible Person	Start Date	Compl. Date	Status
Compile List of water usage per apartment for 2024 & 2025	Alanna Hansen	2/23/2026	02/26/2026	Complete
Enter 2024 & 2025 water usage data into excel spreadsheet with toilet count to determine which apartments would benefit the most from this grant	Carl Gillies	02/26/2026	3/10/2026	Complete
Get Property Contact list from code compliance officer	Scott Gingrich	02/26/2026	3/10/2026	Complete
Email Property selected property owners to gauge interest in the program and their willingness to enter into a contract for the grant for toilet replacements.	Carl Gillies	3/13/2026	3/17/2026	Complete
Have Teams meetings with property owners and managers to go over details of grant and their responsibilities.	Carl Gillies	3/19/2026	3/24/2026	Complete
Council Resolution Authorizing Application for 2026-2028 Metropolitan Council Water Efficiency Grant Program	Carl Gillies	3/25/2026	04/07/2026	Pending
Submit Application for 2026-2028 Metropolitan Council Water Efficiency Grant Program	Carl Gillies	04/06/2026	04/10/2026	Pending
Receive Grant Funding	Henry McCarthy	4/17/2026	05/01/2026	Pending
Council Resolution Accepting Grant & Signatures for 2026-2028 Metropolitan Council Water Efficiency Grant Program	Carl Gillies	05/15/2026	05/31/2026	Pending
Notify Apartment Owner/ Management of Grant acceptance and amount. Execute Subgrant agreement with Owner/ Management	Carl Gillies	06/01/2026	06/15/2026	Pending
Send out bid documents to plumbers with parameters for toilet replacement	Carl Gillies	06/16/2026	06/31/2026	Pending
Select and Secure bid from lowest bid most qualified plumber	Carl Gillies	7/01/2026	7/07/2026	Pending
Introduce Plumber and Apartment Owner with each other for them to arrange installation and coordination	Carl Gillies	07/07/2026	7/14/2026	Pending
Installation of New Toilets at selected Apartment	Plumber	07/14/2026	02/01/2027	Pending
Inspection of New Toilets at Selected Apartments	Building Inspector/ Code Enforcement Officer	02/01/2027	02/31/2027	Pending
Submit Invoice(s) and reporting form for Reimbursement	Carl Gillies	03/01/2027	03/15/2027	Pending

Please note: We are asking for less this year based upon interest and anticipated toilet replacement for this grant.

Subject: 80% Grant Funding for WaterSense Toilet Upgrades at [Property Name]

Hello,

I am writing on behalf of the City of New Brighton regarding a grant opportunity to replace existing toilets at [Property Name] Apartments with high-efficiency WaterSense-labeled models. We identified your property as a prime candidate for this program because your current water usage suggests a significant opportunity for water reduction compared to similar properties in New Brighton.

We have successfully partnered with several other building owners in New Brighton on similar replacements. The results are often significant; the water savings frequently offset the initial investment within just a few years. Based on your property's current water usage, we believe there is a substantial opportunity for savings at your location.

How the Grant Works: The City applies for the grant (up to \$50,000) through the Met Council. The funding structure is as follows:

- **Grant Coverage:** 80% of total costs.
- **Property Owner Responsibility:** 20% of total costs.
- **What's Included:** New WaterSense toilets, valves, supply lines, removal of old units, and professional installation.

Financial Example: If the total project cost is \$62,500, the breakdown would be:

- **Met Council (80%):** \$50,000 (max)
- **Property Owner (20%):** \$12,500

The City manages the heavy lifting: we handle the grant application, the bidding process, and coordinate all contractor payments and reimbursements with the Met Council.

Please note that these grant funds are available on a first-come, first-served basis. We are currently reaching out to several high-water-use properties in New Brighton, so I encourage a prompt response if you would like to secure this funding for Fountain Terrace.

I'm happy to answer any questions you have about the reimbursement process or the installation timeline. Would you be open to a brief call later this week to discuss how we can get this started for your property?

For More information, please look at the Met Council Website:

<https://metrocouncil.org/Wastewater-Water/Planning/Water-Supply-Planning/Grants/Water-Efficiency-Grant-Program.aspx>

EXHIBIT B: Grant program guidelines



2026 – 2028 METROPOLITAN COUNCIL WATER EFFICIENCY GRANT PROGRAM GUIDELINES

updated 02 / 26 / 2026

1. Overview

The Metropolitan Council (Met Council) will implement a Water Efficiency Grant Program (WEGP) effective July 1, 2026 to June 30, 2028. Grants will be awarded on a competitive basis to municipalities that operate or are served by a municipal public water supply system.

In this program, municipalities design and operate their own rebate or grant programs, which are funded by the Met Council with pass-through funds from the Clean Water Land & Legacy Amendment. The Met Council will provide 80% of the program cost; the municipality must provide the remaining 20% of the program cost.

The WEGP focuses on grant activities that reduce existing water use at residential, commercial, and municipal properties. Met Council-approved grant activities include the replacement of specific water-using devices with more efficient alternatives, irrigation system audits, and the conversion of turfgrass to low-input, drought-tolerant landscapes at municipal properties. Residents and businesses participating in a municipality's program must be connected to municipal water.

Grants will be made available in amounts with a minimum of \$5,000 and a maximum of \$75,000. In the event that there are unused or returned funds, municipalities may apply for a grant amendment to increase their award beyond \$75,000 (at the discretion of Met Council). Grantees will be required to submit quarterly reimbursement requests and provide actual or estimated water savings achieved through this program for Clean Water, Land & Legacy Amendment reporting purposes.

Grant program goal

The goal of the Water Efficiency Grant Program is to support technical and behavioral changes that improve municipal water use efficiency in the seven-county metropolitan area.

Changes for 2026-2028

Several changes to the WEGP have been made from past grant cycles. These changes are outlined in the bulleted list below.

- Maximum grant amount: \$50,000 → \$75,000
- Clearer guidelines for grant activity/device eligibility and property type
 - Faucets and faucet accessories added
 - Flushing urinals and flushometer-valve toilets added
 - Commercial clothes washers and commercial dishwashers added
- Met Council strongly encourages (*not a requirement*) that an irrigation system audit be conducted before the replacement of an irrigation controller or spray sprinkler bodies. An irrigation system audit from an Irrigation Professional certified by a US EPA WaterSense

program ensures the user has information for proper set-up and operation of their irrigation system.

- Municipal facility grant activity option added
 - Replacement of water using devices in municipal properties
 - Property turfgrass conversion/replacement
- Low-income cost assistance option added (additional \$10,000 available to expand maximum grant amount to \$85,000)
 - Full cost coverage for eligible residents on indoor water use devices
- Updated reporting form
- Standardized estimated water savings built into reporting for most grant activities (with option for municipalities to provide more specific water savings estimates)

Additional detail about the low-income cost assistance option, newly eligible devices/grant activities, and new eligibility requirements is provided in the following pages.

Critical points to remember

- The applying municipality must be served by a municipal public water supply system
- New construction and new developments are not eligible
- A portion of each eligible grant activity's cost must be paid by the property owner
- Funds are for rebates or grants only; consulting and city staff time are ineligible
- Grant recipients must display the Clean Water, Land and Legacy Amendment logo and the Metropolitan Council logo on program-related web pages and paper communications
- Applications are due April 13, 2026
- Funds must be spent down by June 30, 2028 (municipalities and Met Council will work together to monitor spending and adjust/reallocate funds as needed)
- Grant activities on municipal properties must supplement and not supplant dedicated municipal funding sources

2. Grant program structure

Administration and funding source

The 2026-2028 WEGP will be administered by the Met Council and will be funded with \$1,400,000 appropriated by the 2025 Minnesota Legislature. Grant applications will be reviewed and scored by Metropolitan Council Water Resources staff.

Legislative Directive:
Minnesota 2025 Session Law

\$650,000 the first year and \$750,000 the second year are for grants that implement water demand reduction measures. The grants are to assist municipalities in the metropolitan area with implementing water demand reduction measures to ensure the reliability and protection of drinking water supplies.

Grants will be awarded to municipalities in amounts ranging from \$5,000 to \$75,000 for providing rebates or grants to property owners and their renters. (An additional \$10,000 will be available for Low Income Cost Assistance, as discussed below). Municipalities will be responsible for the design and operation of their rebate or grant program and its details. Grant payments to the municipality will be for 80% of approved program amounts. The municipality must provide the remaining 20% of the granted/rebated amount to the property owner. Municipality rebates or grants are eligible for reimbursement on device replacements and other approved grant activities conducted July 1, 2026

through June 30, 2028 (purchases of eligible devices or grant activities must be made on or after the day the grant agreement is fully executed).

Grant program components

Each municipality is expected to design their own program to whatever meets their community needs. Three potential components are residential/commercial grant activities, municipal grant activities, and low-income cost assistance for residential properties.

Municipalities may include any combination of property type and grant activity offering in their program design. Program design has varied by municipality among past participants, with some focusing on a single type of device replacement such as toilets, and others offering a range of options. In the application form and work plan, municipalities will be asked to lay out the grant activities and property types that would be included in the proposed program. While past grant cycles have occasionally included participants pursuing commercial- and municipal-focused grant activities, the 2026-2028 WEGP guidelines more clearly define, and expand, the options available to municipalities that are interested in designing commercial- or internal-facing programs.

Residential and/or commercial grant activities

Municipalities may choose to design their programs to include grant activities at residential and commercial properties. This is the most common approach among participating communities. The participating community selects which devices or other approved grant activities (irrigation audits) to offer to residents or businesses within the municipality. The participating community also determines how much of an eligible grant activity's cost is covered by the program. Property owners must pay a portion of the eligible grant activity's cost.

Eligible grant activities for residential and commercial properties are listed in the table in the Eligible Grant Activities section.

Municipal grant activities

Municipalities may also choose to design their programs to include grant activities occurring on municipal properties. Grant activities eligible for municipal properties are device replacements, irrigation system audits, and the conversion of existing turfgrass to low-input landscaping/drought-tolerant alternative turf. Municipalities that choose to conduct grant activities on municipal properties shall provide measured water savings (ideally) or calculated water savings estimates. These municipalities will also be required to display signage near the grant activity areas that includes the Metropolitan Council and Clean Water Fund logos as well as an explanation of the work done. Participating municipalities must cover the 20% "municipal match" as normal.

This funding is intended to promote and supplement funding for device replacement or turf grass conversion efforts. It is not intended to supplant dedicated municipal funding sources for projects.

Eligible grant activities for municipal properties are listed in the table in the Eligible Grant Activities section.

Low-income cost assistance grant activities

Municipalities operating a residential-facing rebate or grant program may elect to include a low-income cost assistance option in their program. Residents or households who meet a certain income threshold are eligible to receive full cost coverage* for the replacement of one indoor water-using device (toilet, clothes washer, dishwasher, showerhead, or faucet/faucet accessory) with a WaterSense or Energy Star alternative. If a municipality decides to offer the low-income cost assistance option, they can apply for an additional \$10,000 (max grant amount of \$85,000).

Municipalities that choose to include this option in their residential rebate or grant programs will be required to verify resident eligibility. No municipal match will be required. Residents are eligible for this cost assistance element if:

- The resident is enrolled in a county assistance program
 - [Hennepin County Water Assistance Program](#)
 - [Ramsey and Washington Counties Water Bill Assistance](#)
 - [Scott, Carver, Dakota Counties Energy Assistance Program](#)
 - [Scott County Financial Assistance](#)
 - [Carver County Emergency Programs](#)
 - [Dakota County Emergency Assistance](#)
 - [Anoka County Energy Assistance](#)
- The resident is enrolled in SNAP benefits

Eligibility for low-income cost assistance can be verified with appropriate paperwork showing participation in one of the above programs.

*Cost of device and installation is fully covered by Met Council up to:

- \$550 for toilets
- \$1200 for clothes washers
- \$1200 for dishwashers
- \$100 for showerheads
- \$100 for faucets and faucet accessories

Application funding request

The application form will include a table like the one below, where applying municipalities will lay out their funding request. Row A is the requested grant amount, which covers grant activities at any combination of property types and makes up 80% of the traditional grant program subtotal. Row B is the required municipality match of 20% of the traditional grant program subtotal. Row C is the traditional grant program subtotal. In Row D, applying municipalities may enter the low-income cost assistance amount they expect to spend. The funds in Row D do not require a municipality match. Row E is the sum of Rows C and D.

A	Requested grant amount for residential, commercial, or municipal grant activities (funding from Met Council) (80% of traditional grant program subtotal):	\$16,000
B	Required municipality matching amount (20% of traditional grant program subtotal):	\$4,000
C	Traditional grant program subtotal (sum of Met Council grant amount and required municipality match):	\$20,000
D	<i>(OPTIONAL)</i> Low-income cost assistance requested amount (funding from Met Council) (100% covered by Met Council funds):	\$5,000
E	Total program budget (sum of traditional grant program subtotal and low-income cost assistance funds):	\$25,000

**in cases where municipalities have opted in to the low-income cost assistance element, the percent covered by Met Council may exceed 80%*

Eligibility

Requirements for applying municipalities

This grant program is limited to municipalities in the seven-county metropolitan area that operate or are served by a municipal public water supply system.

Grants are only for water efficiency programs offering rebates or grants to property owners and their renters who are customers of the municipal water supply system and who replace specified water-using devices with approved devices that use substantially less water (or conduct other grant activities such as irrigation audits or, for municipalities, turfgrass conversion). In municipalities where only some neighborhoods or areas are served by a municipal public water supply system, only those served by the municipal public water supply system are eligible.

Municipalities eligible per above must apply to participate and, if approved, sign a Met Council Grant Agreement, before any eligible rebates or grants can be submitted for reimbursement. Agreements shall require that municipalities:

- Entirely pass through grants received (as is being done by Met Council)
- Verify purchase of devices or other grant activities to receive grants
- Retain records and cooperate with any audits
- Conduct all communications with property owners and ensure all written communications to property owners include both the Clean Water, Land and Legacy Amendment and the Metropolitan Council's logo
- Provide quantitative information for state reporting purposes

Eligible grant activities

The table below walks through the approved grant activities in the WEGP. Included in the table is information related to the property type (residential, commercial, municipal) where grant activities occur as well as information about estimated water savings. Expenses eligible for reimbursement are the out-of-pocket cost of the device and its installation only, not to include any owner labor costs. In addition, new construction and new developments are ineligible as this program is intended as a current infrastructure replacement program.

Eligible grant activity (with hyperlink to product lookup tool)		Estimated water savings
Indoor water use	Toilets	Residential toilet replacement with a WaterSense labeled residential toilet
		13,000 gallons per year (source)
		Commercial / Municipal toilet replacement with a WaterSense labeled commercial toilet
	Clothes washing machines	790 gallons when replacing a 1.6gpf model and 5,500 when replacing a 3.5gpf model
		Commercial / Municipal urinal replacement with a WaterSense labeled urinal
	Dishwashers	4,600 gallons per year (source)
		Residential clothes washing machine replacement with an Energy Star labeled residential clothes washer
	Showerheads	2,700 gallons per year (based on WRF average clothes washer use and Energy Star estimated percent savings)
		Commercial clothes washing machine replacement with an Energy Star labeled commercial clothes washer
	Dishwashers	45% less water than standard models (source)
		Residential dishwasher replacement with an Energy Star labeled residential dishwasher
	Faucets	8,400 gallons per year (source)
		Commercial dishwasher replacement with an Energy Star labeled commercial clothes washer
	Showerhead replacement with a WaterSense labeled showerhead	
	Faucet replacement or faucet accessory with a WaterSense labeled faucet or faucet accessory	
		2,700 gallons per year (source)
		700 gallons per year (source)

Outdoor water use	Irrigation system audit by an Irrigation Professional certified by a US EPA WaterSense program		See report from Irrigation Professional who conducted audit
	Irrigation controllers <i>(Met Council strongly encourages an irrigation system audit before the installation of a new smart controller)</i>	Irrigation controller replacement with a WaterSense labeled weather-based controller (this type of controller is most common)	7,600 gallons per year (source)
		Irrigation controller replacement with a WaterSense labeled soil moisture-based controller	15,000 gallons per year (source)
	Irrigation spray sprinkler body replacement with a WaterSense labeled spray sprinkler body <i>(Met Council strongly encourages an irrigation system audit before the installation of new spray sprinkler bodies)</i>		5,600 per year (for an average household using 50,500 gallons outdoors, operating at or above 60 pounds per square inch) (source)
	Turfgrass conversion/replacement to a low-input, drought-tolerant landscape at municipal properties <i>(Municipal properties only)</i>		Refer to municipality's pre- and post-replacement water use to calculate water savings. If unable to measure specific water use, municipality will provide estimated annual water savings with explanation of calculation.

Please note, the Met Council strongly encourages an irrigation system audit be conducted before the replacement of an irrigation controller or spray sprinkler bodies. An initial audit ensures the user has information for proper set-up and operation of their irrigation system.

Quarterly reporting

Reporting requirements and payment process

Utilizing a reporting form provided by Met Council, the following information about each grant activity must be reported on a quarterly basis:

- Property address and property type (residential, commercial, municipal)
- Low-income assistance (Y/N) (if applicable)
- Grant activity (device replacement, audit, or municipal turfgrass conversion)
- Brand/model info of new device
- Purchase date (must be on or after effective date of grant agreement)
- Cost per device/approved grant activity
- Number of devices/activities
- Rebate or grant per device
- Estimated annual gallons of water saved per device installation/approved grant activity
- Optional notes column for explaining water use calculations if different from those provided
- Municipality matching funds disbursed
- Number of unmet funding requests from property owners, if any

Municipalities are required to submit a signed and dated quarterly reporting form as well as a PDF(s) of receipts corresponding to each entry in the quarterly reporting form.

Upon review and confirmation of the above information, Met Council will process a grant payment in the amount of 80% of approved total rebates or grants for the reporting period (in cases where municipalities have opted in to the low-income cost assistance element, the percent covered by Met Council may exceed 80%).

Met Council will provide confirmation of grant balances available upon request and reserves the right to amend grant agreements, in collaboration with grantee municipality, if quarterly reporting indicates rebate or grant programs will not fully utilize grant awards within the grant period.

Determining estimated water savings

Annual water savings estimates may come from a variety of sources. Manufacturers may include water savings estimates in their device descriptions or specifications, irrigation professionals report estimated savings after performing an irrigation system audit, and some past participants of the WEGP have calculated specific water savings estimates based on factors such as household size.

Unless a city has specifically calculated estimated water savings or is referring to manufacturer or audit estimates, the recommended sources for estimated water savings are WaterSense and Energy Star. Water savings estimates from WaterSense and Energy Star are included in the table of eligible grant activities.

In quarterly reports, municipalities will be asked to note the source of their estimates if they differ from the estimates provided above. In the case of irrigation system audits and turfgrass conversion on municipal properties, estimates have not been provided by Met Council as these metrics will be calculated by an Irrigation Professional or the municipality, respectively. In any situation where it is possible to report actual water savings, this is preferred.

3. Application process

Application requirements

The application window for the 2026-2028 Water Efficiency Grant Program will open on Friday, March 13, 2026. Applications are due by Monday, April 13, 2026. The application form will be available on the Met Council website.

Required information in the application form includes:

- the municipality's rebate or grant program design and work plan
 - proposed examples of communications to property owners
 - requested total grant amount
 - estimated annual amount of water saved by the applying municipality
- Application form is available at: <https://metro council.org/Wastewater-Water/Funding-Finance/Available-Funding-Grants.aspx>
- Submit completed application to: henry.mccarthy@metc.state.mn.us
- Metropolitan Council will notify municipalities of grant awards in approximately May 2026

Evaluating applications

Program proposals will be evaluated based on the answers provided in the application form as well as the attached work plan. Strong applications will include clear answers to the questions in the application form and a thoughtful work plan that outlines strategies for structuring, administering, and promoting (if applicable) the program. For municipalities intending to conduct grant activities on municipal property, applications should include intended plans for device/landscape installation and estimated hours/cost of labor (whether being done by the municipality or a contractor).

In the event that funds requested exceed funds available, the following criteria will be used to determine the amount granted to a given municipality:

- Municipal residential per capita water use
- Municipal ratio of peak month to winter month water use
- Estimated water savings from proposed program

Additionally, municipalities may be asked to provide additional information and/or be awarded less than their requested grant amount if their application is lacking detail, a clear work plan, etc. In future grant cycles, a past participant's record of spending down their award may be used to inform award amounts.

EXHIBIT C: Grant amendment form

Revision #

**METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES
2026-2028 CLEAN WATER FUND WATER EFFICIENCY GRANT PROGRAM
GRANT AMENDMENT FORM**

NOTICE TO RECIPIENT: Submission of this form is required to modify the Maximum Grant Amount in your Grant Agreement with Metropolitan Council 2026-2028 Clean Water Fund Water Efficiency Grant Program (Grant Program).

After determination of your municipality's Maximum Grant Amount, completion and submission of this form is necessary when 1) you are requesting additional grant funds to meet unexpected rebate or grant demand, or 2) when your municipality has determined that the previously approved program's rebate or grant demand will not be met, requiring less grant funds than anticipated when the agreement was signed, or 3) when your municipality wishes to substantially change the structure of its program from what was described in the application form and the work plan supplied in the application form.

The process for modifying your Grant Agreement is as follows:

1. Your municipality's authorized representative submits one signed copy of Exhibit C to the Met Council, with any additional information requested by Met Council.
2. Upon receipt and any Met Council approval of signed Exhibit C, the Met Council's authorized representative will obtain Met Council authorized signatures returns a fully executed copy of Exhibit C indicating the new Maximum Grant Amount to Municipality's designated authorized representative.

Instructions: Indicate the date of your change request in #1 box. Indicate the number of this particular change request in #2 box (and in box at top of page – must match). Enter the current grant agreement amount (as Met Council approved) in #3 box. If you wish to increase your municipality's grant amount, enter the amount you are requesting in #4 box. If you wish to decrease your grant amount due to less demand than anticipated, enter the amount in #5 box. Enter in #6 box the amount derived from adding #3 to #4 or derived from

subtracting #5 from #3. If you do not wish to modify your municipality's Maximum Grant Amount, leave boxes #4, #5, and #6 blank or enter "N/A." If you wish to secure approval for changes to the scope of the approved project in the Water Efficiency Grant Program application form, please document the reasons for the amendment in box #7. Please specify what changes are desired in box #8. Please note that all other requirements as found in the Grant Agreement continue to apply.

Grant Agreement #

1. Date of change request:

2. Change request number:

3. Current Grant Agreement Amount (as Met Council approved):

4. Increase due to request for additional funding:

5. Decrease due to less demand:

6. Amended Maximum Grant Agreement Amount requested:

7. Reasons for modifying program structure:

8. Proposed changes to program structure:

MUNICIPALITY NAME: _____

MUNICIPALITY AUTHORIZED REPRESENTATIVE (signature and date):

METROPOLITAN COUNCIL PROGRAM ADMINISTRATOR APPROVAL (signature and date):

METROPOLITAN COUNCIL AUTHORIZED SIGNATURE AND DATE

Questions may be directed to the Met Council Authorized Representative:



Agenda Section:	Consent Agenda
Meeting Date:	June 23, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Resolution Accepting Donation from New Brighton Lions Club for New Brighton Connect

Action Requested: Motion

Form of Action: N/A or Other

Votes Needed: 3 Votes

Summary Statement:	New Brighton Lions Club donated funds to support the planning and implementation of New Brighton Connect, the community resource and volunteer fair.
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Recommendations:	Accept the donations to fund New Brighton Connect.
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Applicable Deadlines:	<u>None</u>
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Community Impact:	Acceptance of this donation will help support New Brighton Connect, a community resource and volunteer fair that connects residents with local organizations, volunteer opportunities, City services, and other community supports. The donation will help offset event costs and enhance the City's ability to provide this opportunity free of charge.
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Legislative	<u>None</u>
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History:	
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Strategic Priority:	<u>Community Engagement & Belonging</u>
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Fiscal Impact:	Financial Consideration?	<u>Yes</u>
	Revenue/Expenditure Amount:	\$1,000
	Financing Source:	<u>Other</u>
	Notes:	Donations

Attachments:	<table> <tr> <td>1.</td><td>Resolution - Lions Club Donation - New Brighton Connect</td></tr> </table>	1.	Resolution - Lions Club Donation - New Brighton Connect
1.	Resolution - Lions Club Donation - New Brighton Connect		

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

RESOLUTION ACCEPTING DONATION FROM THE NEW BRIGHTON LIONS CLUB

WHEREAS, the City of New Brighton is hosting New Brighton Connect, a community resource and volunteer fair designed to connect residents with local organizations, services, volunteer opportunities, and City resources; and

WHEREAS, the New Brighton Lions Club is committed to supporting the health, safety, and well-being of the New Brighton community through service and charitable contributions; and

WHEREAS, the New Brighton Lions Club has donated One Thousand Dollars (\$1,000) to support the planning and implementation of New Brighton Connect; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton that the City Council accepts the donation from the New Brighton Lions Club for use by the Administration Department to fund expenses related to the implementation of New Brighton Connect; and

BE IT FURTHER RESOLVED that the City of New Brighton expresses its appreciation to the New Brighton Lions Club for its continued commitment to serving and strengthening the New Brighton community.

ADOPTED this 23 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



Agenda Section:	Consent Agenda
Meeting Date:	June 23, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider and authorize staff to sign a Professional Service Agreement with SRF for Safe Streets and Roads for All

Action Requested: Motion

Form of Action: Contract/Agreement

Votes Needed: 3 Votes

Summary Statement:

- The New Brighton City Council approved a Living Streets Plan in January 2024. The Living Streets Plan is designed to improve walking and bicycling conditions for our residents. To further improve safety, reduce traffic and improve air quality, New Brighton applied for a planning and demonstration grant around Safe Streets and Roads for All (SS4A).
- New Brighton was selected for a \$200,000 grant for the creation of an Action Plan and demonstration activities. The goal of an Action Plan is to develop a well-defined strategy to prevent roadway fatalities and serious injuries. The injury locations in New Brighton are typically on our high volume roadways (specifically Silver Lake Road).
- With the total being \$200,000, New Brighton solicited quotes from three MnDOT approved consultants, which are enclosed. SRF was selected over WSB, and ALTA for the following reasons:
 - Over 30 SS4A Action Plans completed
 - Dedicated roadway safety practice
 - Strongest policy development component

	○ Strongest implementation framework ○ Strongest progress tracking/report card structure ○ Deep Minnesota safety planning experience ○ Specific experience helping agencies move from planning to implementation
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Recommendations:	Authorize the Director of Community Assets and Development to Enter into a Professional Services Contract for up to \$200,000.
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Applicable Deadlines:	NA
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Community Impact:	Enhance the City's commitment to prioritizing facilities for walking/bicycling throughout the city, while looking to create safer roadway networks in our community.
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Legislative History:	March 12, 2024 Consider Resolution Authorizing Application for a Safe Streets and Roads for All (SS4A) Grant.
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Strategic Priority:	<u>City Assets</u> <u>Community Engagement & Belonging</u>
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Fiscal Impact:	Financial Consideration?	No <u>YesX</u>
	Revenue/Expenditure Amount:	\$200,000
	Financing Source:	FHWA Grant with MnDOT paying local share
	Notes:	

Attachments:	1.	FY24 SS4A_693JJ32640166_New Brighton_MN_FE
	2.	SRF Proposal_New Brighton SS4A CSAP

	3.	New Brighton SS4A Scope and Budget overview_revised
	4.	WSB Proposal for New Brighton SS4A Plan_05282026 complete

1. **Federal Award No.**
693JJ32640166
2. **Effective Date**
See No. 16 Below
3. **Assistance Listings No.**
20.939
4. **Award To**
City of New Brighton
803 Old Highway 8 NW Suite 1
New Brighton, MN 55112
Unique Entity Id.: J7LNZUHNJNC3
TIN No.: 41-6005406
5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
6. **Period of Performance**
Effective Date of Award – 30 Months
7. **Total Amount**
Federal Share: \$160,000
Recipient Share: \$ 40,000
Other Federal Funds: \$ 0
Other Funds: \$ 0
Total: \$200,000
8. **Type of Agreement**
Grant
9. **Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA Pub. L. 117–58, November 15, 2021)
10. **Procurement Request No.**
HSA250042PR
11. **Federal Funds Obligated**
\$160,000
12. **Submit Payment Requests To**
See Article 5.
13. **Accounting and Appropriations Data**
15X0176E50.0000.055SR50500.5592000000.4101
0.61006600

14. Description of the Project

This award will be used by the City of New Brighton to update their comprehensive action plan.

RECIPIENT

15. Signature of Person Authorized to Sign



4/7/2026

Signature Date

Name: Craig Schlichting

Title: Director of Assets and Development

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Signature

Date

Name: Ryan Buck

Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "USDOT") Federal Highway Administration (the "FHWA") and the City of New Brighton (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the City of New Brighton Comprehensive Safety Action Plan.

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All ("SS4A") Grant Program," dated November 4, 2025, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2024." Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2 APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: Safe Streets and Roads for All Funding Opportunity

Application Date: 04/04/2024

2.2 Award Amount.

SS4A Grant Amount: \$160,000

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The project will be completed in one phase as follows:

The City of New Brighton, Minnesota, is actively working to enhance transportation safety through a Safe Streets for All funding award. This initiative will lead to the development of a Comprehensive Safety Action Plan, which will complement the existing Living Streets Plan. The plan aims to implement demonstration measures that target high crash areas, particularly on Silver Lake Road and near the I-694 ramps, where traffic volumes and crash rates are notably high.

Key elements of the plan could include:

- **Bicycle and Pedestrian Facilities:** Improving infrastructure to encourage safe and accessible options for non-motorized users.
- **Reduced Speed Limits:** Lowering speed limits in critical areas to enhance safety for all road users.
- **Improved Intersection Lighting:** Enhancing visibility at intersections to reduce the likelihood of accidents.
- **Roadway Design Changes:** Implementing temporary design modifications to assess their impact on safety and traffic flow.

The overarching goal is to decrease the number of crashes and injuries, fostering a safer transportation environment for everyone in the community. By addressing specific safety concerns and incorporating community feedback, New Brighton aims to create a more secure and user-friendly transportation network.

3.2 Project's Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	04/01/2027
Planned SS4A Final Report Date:	10/01/2027

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$160,000
Other Federal Funds:	\$0
State Funds:	\$40,000
Local Funds:	\$0
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$200,000

(b) Reserved

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4
CONTACT INFORMATION

4.1 Recipient Contact(s).

Craig Schlichting
Director of Community Assets and Development
City of New Brighton
803 Old Highway 8 NW, New Brighton, MN 55112
651-638-2056
Craig.Schlichting@newbrightonmn.gov

4.2 Recipient Key Personnel.

Name	Title or Position
Craig Schlichting	Director of Community Assets and Development
Carl Gillies	DCAD Technician

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Competitive Grants and Workforce Programs
HACG-30, Mail Stop W51-232
1200 New Jersey Avenue, S.E.
Washington, DC 20590
HCFASS4A@dot.gov

and

Division Administrator, FHWA Minnesota Division
Agreement Officer's Representative (AOR)
FHWA Minnesota Division
180 Fifth Street East, Suite 930
St. Paul, MN 55101
651-291-6100
minnesota.fhwa@dot.gov

and

Scott Mareck
FHWA Minnesota Division Office Lead Point of Contact
Traffic Safety and Operation Engineer
180 Fifth Street East, Suite 930
St. Paul, MN 55101
651-291-6114
Scott.Mareck@dot.gov

ARTICLE 5

USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Competitive Grants and Workforce Programs

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request

for reimbursement, the Agreement Officer's Representative (the "AOR") may withhold processing that request until the Recipient provides sufficient detail.

- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- 6.5** There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of New Brighton, MN

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" after "Scope," "Schedule," or "Budget." If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

Scope: N/A

Schedule: The proposed project schedule initially anticipated a start date of October 1, 2024, with an end date of December 31, 2025. To ensure alignment with the final award date and to make full use of the authorized period of performance, the schedule has been adjusted to begin on the official Date of Award and extend to 30 months thereafter. This modification ensures consistency with administrative requirements while preserving the intended scope and deliverables of the project.

Budget: N/A

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C
[RESERVED]

ATTACHMENT D
[RESERVED]

ATTACHMENT E LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table align with the application:

X	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Attachment B. <i>(Identify the relevant actions from Attachment B in the supporting narrative below.)</i>
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

All work for this Project will be conducted consistent with the recipient’s hiring, employment, and procurement standards and thus support good-paying jobs. The Project will allow for free and fair choice to join a union, consistent with applicable law.

ATTACHMENT F
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

2. Supporting Narrative.

N/A. This grant will not fund the purchase of Information and/or Operational Technology.

ATTACHMENT G
[RESERVED]



SRF No. 20531.PP

Craig Schlichting, P.E.
Director of Community Assets and Development
City of New Brighton
803 Old Highway 8 NW
New Brighton, MN 55122

Subject: Proposal for Professional Services for a Comprehensive Safety Action Plan, New Brighton

Dear Craig Schlichting,

The intent of this study is to provide City of New Brighton staff with direction to set priorities for implementation of safety measures and piloting temporary demonstration roadway changes. It is clear that the city takes traffic safety seriously – the Living Streets Plan and corridor visioning studies have already started the process of identifying safety issues and improvements to consider. The city is committed to prioritizing facilities for walking and bicycling throughout the city and has applied for the SS4A grant to make that possible.

We have assembled a team of SRF staff with a long history and high level of experience with development of Safety Action Plans. Since 2008, SRF has been preparing transportation safety plans across the Upper Midwest, especially in Minnesota. **We have led over twenty SS4A compliant Safety Action plans since 2022.** SRF is proud to have a safety and research practice with dedicated staff. **Nicole Bitzan**, a leader in this practice area, will be our team's project manager. **Renae Kuehl**, who leads our safety and research practice, will serve as the project director and an advisor to Nicole and the team. **Chris Brown** is SRF's active transportation lead and will lead policy, safety strategies and project implementation strategies for pedestrian/bicycle facilities. **Mikaela Ziegler** is the team engagement lead and has extensive experience with community engagement for SS4A projects. **Stacy Johnson** and **Tom Sachi** will lead demonstration project design, implementation and evaluation.

By hiring SRF, you'll have a strong, experienced team leading the way. We'll lighten your load, making the development of an SS4A-compliant plan straightforward and efficient. You won't need to invest significant time and effort in learning the SS4A program and its requirements—we'll handle everything for you, including the coordination and reporting requirements with FHWA.

We realize that SRF has not had much experience working with the city in the past, and selecting our team may be outside your comfort zone. Hiring a firm with that can come in with a fresh perspective and ideas can be beneficial for a project of this nature. We encourage you to contact the references we provide in the proposal if you have questions about our experience.

Please feel free to contact Nicole Bitzan (nbitzan@srfconsulting.com / 763-251-4008) with any questions or need for additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Nicole Bitzan'.

Nicole Bitzan, Project Manager

A handwritten signature in blue ink, appearing to read 'Renae Kuehl'.

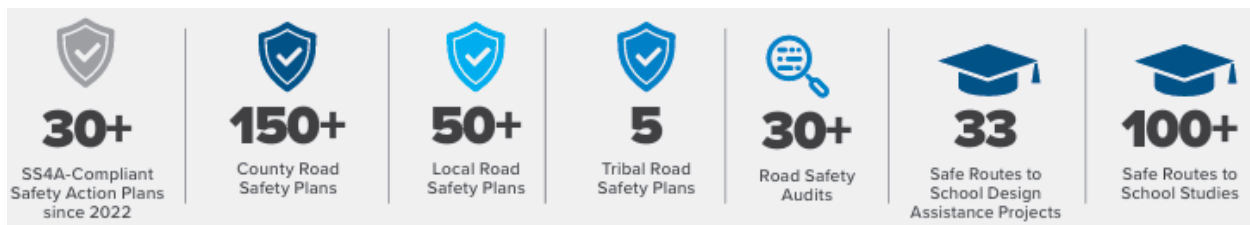
Renae Kuehl, Director



SRF Safety Experience

Established in 1961, SRF is a transportation engineering firm and recognized leader in advancing roadway safety nationwide. We partner with public agencies to develop strategic safety plans supported by practical, easy-to-implement countermeasures with one goal in mind: reducing serious and fatal crashes and sparing families from life changing loss. **Relevant expertise for this project includes equitable roadway safety planning and audits, crash analysis, and systemic safety analysis.**

SRF is widely respected for its innovative, multidisciplinary approach and its unwavering commitment to public safety across the full spectrum of transportation projects. With more than 400 engineers, planners, landscape architects, real estate specialists, surveyors, and support staff, SRF serves predominantly public-sector clients throughout the Midwest. As a 100% employee-owned company (ESOP), SRF brings long term accountability, continuity, and dedication to every client partnership. Specific staff availability is highlighted in the personnel section.



Technical Capabilities

SRF places safety at the core of everything we do. Our dedicated safety team brings deep expertise in highway traffic safety, roadway design, traffic engineering, maintenance, and enforcement. Advanced analytical tools, including data management software and GIS based applications, further strengthen our capabilities, enabling us to deliver effective, data driven safety solutions for our clients. Our proven approach to identifying and addressing safety needs has been developed and refined through more than 140 road safety plans and 13+ road safety audits completed over the past 15 years. In developing these safety plans, SRF applies principles consistent with the Safe System Approach, emphasizing proactive strategies to reduce serious and fatal crashes by recognizing human vulnerability, anticipating human error, and designing transportation systems that are forgiving and resilient.

- ✓ County Road Safety Plans
- ✓ SS4A-Compliant CSAPs and Grant
- ✓ Location specific approach to identify safety projects Applications
- ✓ High Injury Network Analysis
- ✓ Reactive approach to reducing crashes
- ✓ Proactive approach to reducing crashes based on risk factors
- ✓ Systematic approach to identify safety projects across roadway system
- ✓ Multimodal safety solutions
- ✓ Development of toolbox of countermeasures specific to community needs
- ✓ Development of an implementation and funding plan

Safe Streets and Roads for All (SS4A) Program

Cities, Counties, MPOs, and Tribal Agencies

SRF has brought deep technical expertise with the SS4A program since its inception in 2022. We have a strong understanding of the requirements of the program, having delivered over 30 comprehensive SAPs nationwide. This includes 14 plans completed in Minnesota and 16 in other states across city, county, tribal, and MPO/regional agencies.

SS4A Safety Action Plans

For the safety action plans listed below, each plan had unique needs but followed the same general approach - each plan began with establishing leadership commitment and a multidisciplinary stakeholder team, followed by a data-driven assessment of roadway safety trends to identify high injury networks, priority users, and systemic risk factors. The plans set a clear vision aligned with vision zero and safe system approach principles, define measurable safety goals, and advance equity by incorporating community engagement, especially with historically underserved populations, to validate needs and solutions. Evidence-based strategies (engineering, enforcement, education, policy, and speed management) were selected based on proven countermeasures, prioritized through transparent criteria, and paired with an implementation roadmap that outlined timelines, responsible parties, costs, and funding sources. The plans included performance measures and a process for ongoing evaluation, public reporting, and plan updates to ensure accountability and continuous improvement.

SS4A Grant Applications

SRF has written multiple successful grant applications for both action plan and implementation grants. We know what it takes to write a winning grant application!

Agencies we have worked with on SS4A Plans in MN include:

- [City of Eagan](#)
- City of Elk River
- City of New Ulm (in progress)
- [Metropolitan Council](#)
- [Rochester-Olmsted Council of Governments](#)
- [Fargo-Moorhead Council of Governments](#)
- [Cass County](#)
- Cook County (in progress)
- [Isanti County](#)
- [Otter Tail County](#)
- [St Louis County](#)
- [Bois Forte Band of Chippewa](#)
- Fond du Lac Band of Lake Superior Chippewa (in progress)
- [White Earth Nation Tribe](#)

Example of Non-MN Agency:

- [St. Croix County, WI](#)
 - In addition to the report we developed a [public facing storymap](#) for the County's website

Safety Action Plan References

City of Eagan

Russ Matthys, P.E.

Director of Public Works

Russ.matthys@eaganmn.gov

651-675-5646

City of New Ulm

Joe Stadheim, P.E.

City Engineer

Joes@newulmmn.gov

507-233-2118

MnDOT State Aid

Girma Feyissa, P.E.

Traffic Safety Engineer

girma.feyissa@state.mn.us

651-366-3818

Other Relevant Project Experience

COUNTY ROAD SAFETY PLANS

Statewide, Minnesota

SRF was part of the team that developed County Road Safety Plans (CRSPs) for every county in Minnesota (including Crow Wing and Cass Counties) to reduce fatal and severe injury crashes on roadways. The goal was to develop a plan that provided a prioritized list of safety projects for the counties to implement. Key steps included analysis of severe crashes, data collection of existing roadway features, and data-driven systemic analysis to prioritize locations. Proven, effective, low-cost safety countermeasures, such as rumble strips, modified intersection design, enhanced signing/markings, ITS signing applications, and lighting, were assigned to high-priority locations. Each plan resulted in a report that highlighted high-priority intersections, segments, and curves and identified projects for implementation. A key step in the process was hosting a safety workshop with safety stakeholders in each county to understand safety concerns and share various safety strategies and their effectiveness. We have worked with 30 counties to update their plans. Recently, we were notified that we will continue to work with additional counties in Phase 4 of the updates. In 2023 we assisted Crow Wing County with their CRSP. In 2025 we completed Cass County's CRSP/SS4A SAP.

PEDESTRIAN CROSSWALK POLICIES, GUIDANCE DOCUMENTS, AND PRIORITIZATION TOOLS

Dakota County – Cities of Eagan, Lakeville, Lake Elmo, Rosemount, Minnesota

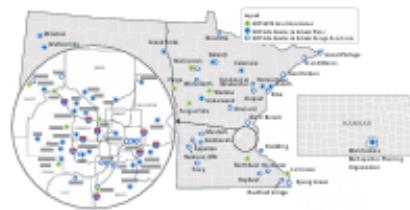


SRF is a leader developing crosswalk policies and guidance for implementing enhanced pedestrian/bicycle crossings in Minnesota. We have completed five crosswalk policies and associated

crossing guidance for Dakota County, City of Eagan, City of Lakeville, City of Lake Elmo, and City of Rosemount. These customized policies and guidance have produced results and supported staff in each community. A transparent process and methodology create clear understanding for staff, elected officials, and other stakeholders or community members regarding when a location should receive pedestrian crossing enhancements. Many local agencies receive a deluge of crosswalk marking requests, and our approach seeks to produce the greatest benefits in the highest needs areas through a data-centered approach. Additionally, we have produced a customized geospatial pedestrian crossing prioritization tool for the City of Lakeville and City of Rosemount which measures each city's transportation network and identifies the highest need locations for improvement based upon a variety of quantitative metrics. The tool assists city staff in proactively prioritizing locations and incorporating those improvements into existing capital planning processes, long-term project planning, and grant funding acquisition.

SAFE ROUTES TO SCHOOL

Statewide, Minnesota



SRF brings nationwide experience planning, designing, and implementing Safe Routes to School (SRTS) programs. We deliver right-sized, context-sensitive

solutions across all five SRTS "E's," helping communities create safe, comfortable, and inviting environments for students to walk, roll, and bike to school.

SRTS PLANNING

SRF has completed SRTS planning studies for nearly 120 schools and districts nationwide, supporting clients through all phases of the planning process. Our work commonly includes GIS-based route mapping, school site assessments, walk/bike audits, community and caregiver engagement, and evaluation of infrastructure alternatives. All plans are consensus-based and structured to support grant funding and implementation.

A recent highlight includes completing 50+ concurrent SRTS plans across 10 school districts for the Wichita Area MPO (WAMPO). This regionwide effort—WAMPO's first formal SRTS planning initiative—engaged over 70 stakeholders and resulted in visually accessible SRTS plans, a metro-wide guidance document, and scalable engagement tools, including 3,500+ caregiver survey responses and audits at 50+ schools.

SRTS DESIGN ASSISTANCE

SRF has completed 33 SRTS Design Assistance Studies across Minnesota as part of MnDOT's initiative to bridge planning and implementation. These studies advanced planning concepts through targeted analysis of corridors, crossings, school speed zones, and multimodal connectivity, resulting in concept-level designs and cost estimates suitable for grant applications and project development. Since 2020, nearly half of study recipients have secured grant funding, with many projects advancing to final design and construction.

SCHOOL CAMPUS TRAFFIC STUDIES

SRF has conducted nearly 40 school traffic and circulation studies, focused on reducing conflicts between students, parent vehicles, and buses. These studies evaluate on-site circulation, parking lot design, access management, and pedestrian and bicycle crossings to improve safety and operations.

SRTS GRANT SUPPORT

SRF regularly supports communities with SRTS grant applications, design refinement, and cost estimating. Recently, we assisted five agencies in securing nearly \$3 million for sidewalks, shared-use paths, and crossing improvements. This includes leading the City of Mahanomen's successful application to close a final funding gap and supporting the City of Monticello in securing over \$100,000 through refined concepts and cost estimates.

Key Personnel

Nicole Bitzan, AICP - Project Manager (8 Years of Experience)

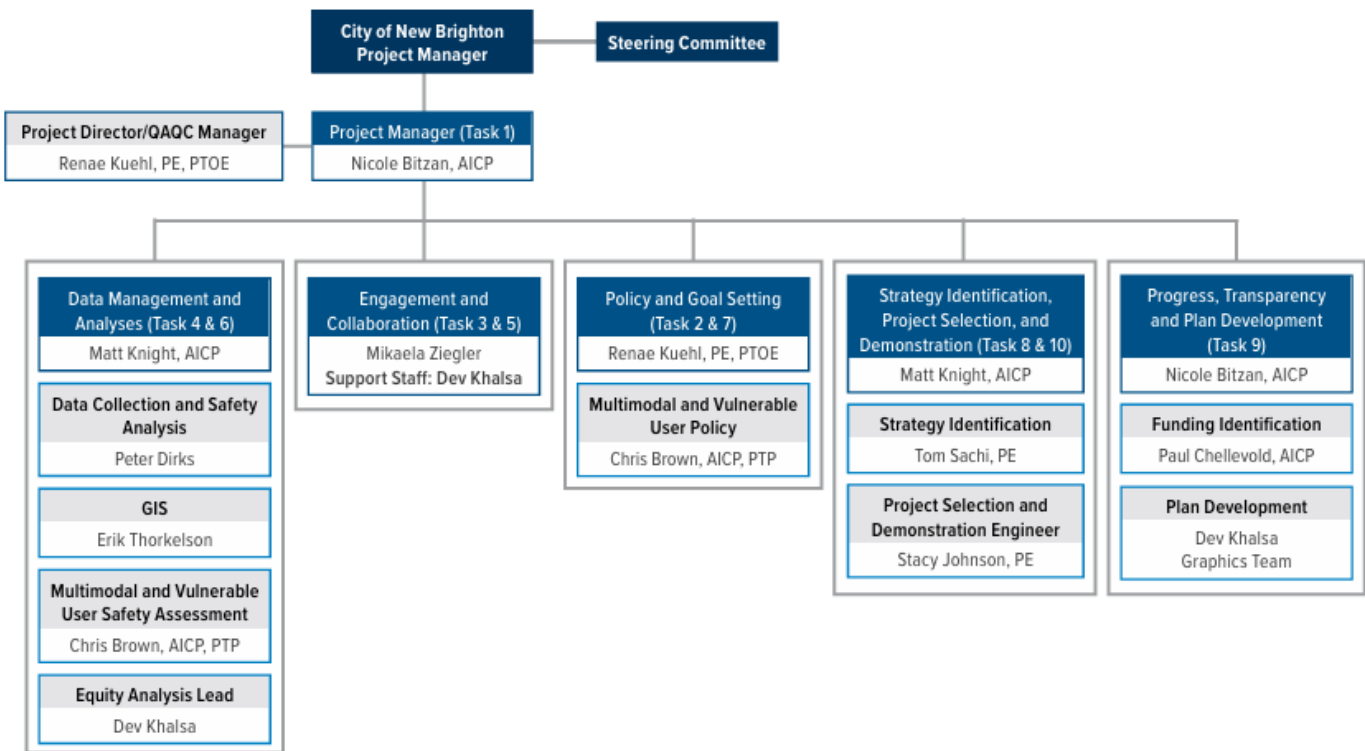
Nicole brings extensive experience leading eight SS4A Safety Action Plans across Minnesota and Wisconsin, successfully guiding each community through the full suite of federal requirements — from rigorous safety data analysis and systemic risk identification to equitable project prioritization and implementation ready strategies. Her work reflects a deep understanding of the broader challenges communities face beyond safety alone, including funding constraints, operational realities, and multimodal needs. Nicole recognizes the demands placed on client project managers and prioritizes clear, concise, and timely communication to support efficient decision-making and keep projects moving on schedule. She works with a consistent, highly coordinated safety team, all of whom have partnered with her across multiple Safety Action Plans, allowing the group to operate with exceptional efficiency, shared expertise, and a proven ability to deliver high quality SS4A compliant work. In addition to her SS4A leadership, Nicole is currently managing the State Aid Rules Advisory Committee and the Design Advisory Committee in the statewide review of Minnesota Chapter 8820, where she helps navigate policy, design standards, and stakeholder perspectives. This combination of hands on project delivery and statewide policy insight positions her as a highly skilled practitioner capable of delivering every component of an SS4A compliant Safety Action Plan with precision, collaboration, and strategic clarity.

RECENT EXPERIENCE

- City of Eagan, MN Safety Action Plan
- City of New Ulm, MN Safety Action Plan
- Minnesota State Aid Rules Revision

Organizational Chart

Our Team was carefully selected based on qualifications and experience associated with key project roles. These individuals and roles are reflected in the organizational chart below.



Name Project Role	Biography and Relevant Project Experience
Renae Kuehl, PE, PTOE Director/QAQC Manager	Renae is an industry leader in creating safe transportation networks throughout the Upper Midwest, leading numerous safety action plans at all levels of government. She is well versed in the SS4A program, has worked with a number of agencies on safety plans and can offer lessons learned from her experience. Renae has managed safety plans, SRTS studies, road safety audits, and strategic highway safety plans for more than 25 years and will oversee all QA/QC procedures for this project. She received the 2019 Minnesota Toward Zero Deaths Engineering Star Award for her contributions to roadway safety.
Matt Knight, AICP Data Management and Analysis/Strategy Identification, Project Selection, and Demonstration	With 18 years of experience in traffic safety and multimodal planning, he has guided statewide, regional, and local roadway safety plans. Matt's expertise includes crash data analysis, systemic safety methodologies, corridor planning, and Safe Routes to School studies. He has served in key roles on MnDOT District Safety Plans, statewide County Road Safety Plans, corridor safety assessments, and implementation-focused safety programs. Matt's approach emphasizes clear, data-driven actions that support agencies in delivering high-impact, equitable safety projects.
Peter Dirks Data Collection and Safety Analysis	Peter has 7 years of experience and led the crash/safety analysis and the development of high injury networks for numerous agencies, understanding the complexity and various methods that can be used to build a HIN. He has Python scripts to execute the queries needed to pre-process input data, create HINs, and produce crash trend analysis statistics. The result is highly visual maps that indicate corridors and contexts where crashes are overrepresented.
Erik Thorkelson GIS Lead	Erik has 5 years of experience working on a variety of projects including safety projects utilizing his experience with the full suite of ArcGIS Pro extensions for geospatial mapping and analysis. He has extensive experience working with transportation data (roadway and crash data) for analysis and data collection. Erik has developed maps and supporting materials for a number of SS4A safety action plans.
Chris Brown, AICP, PTP Multimodal/VRU Safety Assessment and Policy	Chris has 11 years of experience and a passion for pedestrian and bicycle safety and views all projects through the lens of a multi-modal user. As a planner, Chris hopes to enhance mobility options, accessibility, and safety through detailed data analysis, comprehensive community outreach and input, and using the latest tools or practices.
Dev Khalsa Equity Analysis and Plan Development	Dev has been assisting with data collection and crash analysis for many safety plans and has a strong understanding of the data and crash trends. He has leveraged federal census data to create customized equity maps, effectively highlighting and addressing areas experiencing disadvantages.
Mikaela Ziegler Engagement Lead	Mikaela has led or collaborated on public engagement for over 40 public infrastructure projects from suburban roadway reconstruction to urban highway NEPA process assistance. Mikaela is a lifelong resident of the twin cities area and is passionate about bettering public infrastructure for those who live here. She works hard to give residents a voice in planning through intentional and inclusive public engagement tailored to the needs of each community.

Name Project Role	Biography and Relevant Project Experience
Tom Sachi, PE Strategy Identification	Tom has over 11 years of experience in SRF's Traffic Studies group, with his work focusing on multimodal transportation studies, crash/safety analysis, corridor studies, and bicycle/pedestrian/ and transit planning. Tom has completed several safety studies for both traffic operations and pedestrian/ bicycle improvements and has gained valuable experience in neighborhood and pedestrian safety, and transportation management including co-authoring the Addressing Citizen Re-quests for Traffic Safety Concerns guidebook, which won the National APWA Exceptional Performance in Journalism Award in 2018.
Paul Chellevoid Funding Identification	Paul leads the Funding and Grants Services Practice at SRF and is an experienced project manager and grant writer with over 22 years of experience. He has successfully developed nearly three dozen winning applications totaling \$350 million for tribal, federal, state, and local clients. He also co-leads MnDOT's statewide federal discretionary grant project spearheading the prioritization and ranking of more than 175 projects across 24 IJA grant programs under the BIL.
Stacy Johnson, P.E. Demonstration Lead	Stacy has 12 years of engineering experience. Her project experience includes preliminary design, geometric design, corridor modeling, cost estimates, and plans and specifications. Stacy's recent work at SRF has also included ADA design and urban design. She is also currently working on a demonstration project as part of the Fond du Lac Band SS4A Demonstration Project.

Project Understanding

The CSAP aims to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries within the City of New Brighton for all roads and roadway users. The proposed CSAP is a powerful way to prioritize safety improvements and justify investment decisions. We understand the importance of creating a plan that meets the City's financial and schedule requirements while listening to and understanding the community's needs. Further, we understand that this Plan will supplement the City's existing Living Streets Plan from 2024.

Crash Trends

The recent national increase in traffic crashes has heightened the need for local safety action plans, particularly given that the majority of severe crashes occur on local roadway systems. In New Brighton, crash data underscores this urgency. Between January 1, 2020, and December 31, 2024, the City recorded a total of **2,034 crashes**, of which **35 resulted in a fatal or serious injury**. A strong emphasis on coordination with Ramsey County will be critical, as many of the most severe crashes occurred on the County State Aid Highway (CSAH) system. Analysis of contributing factors indicates that the most significant causes of severe crashes include:

- Failure to yield
- Improper merging maneuvers
- Lane departures

Additionally, crash trends show a higher involvement among **older and younger drivers**, highlighting the need for designs that are more intuitive and forgiving for a wide range of users. The Team also acknowledges, vulnerable road users (VRUs) is a high priority for the City. Of the 35 severe crashes, **nine involved a bicyclist or pedestrian**, reinforcing the need to prioritize non-motorized safety. As a part of the Living Streets Plan, the City identified bicycle and pedestrian safety as a key focus area, emphasizing:

- Expanded **implementation of bicycle and pedestrian infrastructure**
- Increased **separation between vulnerable users and motorized traffic**

That said, the Team acknowledges that while the Living Streets Plan establishes guiding principles, it does not identify specific project-level recommendations, leaving flexibility for future implementation. Further, at the time of the grant application, the City's **fatal crash rate exceeded the statewide critical crash rate**, with certain corridors experiencing significantly elevated risk. Notably: **Silver Lake Road** has a fatality rate approximately **six times higher than the statewide average**. The Team will evaluate additional projects for consideration, but understand there is an ongoing Ramsey County project, including **4-to-3 lane conversions** on both **Silver Lake Road (near I-694)** and **Long Lake Road**. As a part of this Plan, planned and recommended safety improvements will include key themes such as:

- **Bicycle and pedestrian infrastructure enhancements and connectivity**
- **Speed reduction and traffic calming measures**, with an emphasis on designing streets so vehicles move **slowly but efficiently**
- **Improved intersection lighting** to enhance visibility and reduce crash risk
- **Streetscape enhancements**, such as lighting and other features that create more people-oriented environments and increase driver awareness
- Ensuring all projects follow a **context-sensitive design approach**, balancing safety, mobility, and adjacent land uses

Together, these strategies support a holistic approach to reducing severe crashes, improving user safety, and creating a more connected and accessible transportation network for all residents.

Local Safety Policy Progress

New Brighton is a diverse community that prioritizes traffic safety and supports walking and bicycling as essential transportation options. The City is committed to a safe, connected multimodal network and is working to make walking and biking, especially to and from schools, safer and more convenient. This commitment is reflected in several City planning and implementation efforts. In 2024, the City completed their Living Streets Plan, which identified several key themes as described in the Crash Trends section, above. The CSAP will build on the valuable foundation of prior planning efforts, including the Living Streets Plan, 2040 Comprehensive Plan, Silver Lake Road Visioning Study, and the City's Downtown (City Center) Vision Plan, to ensure consistency and avoid duplication. The Downtown Vision Plan, in particular, establishes a long-term, community-driven framework focused on defining a stronger identity, guiding future redevelopment, and creating more connected, people-oriented spaces. While it does not include specific project-level recommendations, it provides a key framework for aligning future safety, connectivity, and streetscape improvements, allowing strategies identified in this plan to be coordinated with and leveraged in future implementation efforts. The Team also understands the City is not currently undertaking a Comprehensive Plan update (anticipated on a 10-year cycle from the 2019 plan) but this effort aims to align

with existing policies and identify shared priorities so that relevant information can be leveraged in future updates.

Funding Safety Improvements

The goal of the CSAP is to move from planning to implementation delivering strategies that make roads safer for all users. The plan will provide the documentation, and data the City needs to pursue grant funding for the recommended projects. Our team understands grant-program requirements and will tailor the CSAP's level of detail to strengthen future applications.

Engaging with the Community

New Brighton has a strong foundation of inclusive public involvement supported by dedicated Community Engagement staff focused on building relationships and integrating resident voices, especially those historically underrepresented, into City decisions. This approach aligns with the City's, which centers equity, inclusion, and access in policy and investment. As one of Minnesota's most diverse cities, New Brighton benefits from intentional, culturally responsive engagement. To maximize participation in the Comprehensive Safety Action Plan, the Team will build on the City's engagement framework and meet community members where they are.

Scope of Services

The development of a Comprehensive Safety Action Plan (CSAP) will provide the city of New Brighton with guidance to improve safety for all roadway users. Our first step will be to meet with city staff to present, review and revise the proposed scope and schedule, as well as discuss any perceived issues or risks related to the project. We will identify specific roles and responsibilities and clarify any issues that may be unclear in the proposal. We will affirm and refine the proposed draft scope and detailed schedule for each subtask, with the understanding that the project needs to be completed and adopted and finalized by October 1, 2027 (understanding that the City may amend the date prior to execution – per note on the USDOT contract). Our team has developed 30 safety action plans and will be able to advise on level of effort, deliverables and timeframes for each task.

Task 1 - Project Management

#	Task Description
1.1	Project Administration - Providing the City with the project manager who knows how to successfully manage a safety planning study is key to a successful project. Nicole Bitzan is an experienced project manager in SRF's safety group, managing the development of eight Safety Action Plans over the course of the last four years. She has a strong passion for improving safety for all roadway users. Her project management approach is based on thorough and proactive communication, and engagement with team members and clients during the entire project. Nicole will provide day-to-day project management, administration, and quality control. Renae Kuehl , project director and SRF safety lead, will assist Nicole in providing quality reviews of project deliverables. We will schedule and facilitate virtual meetings with Craig and his team on a bi-weekly basis, to provide project updates and keep the project on schedule.
1.2	Budget Management/Invoices/Progress Reports – Nicole Bitzan with support of Renae Kuehl will closely monitor the project's budget to ensure that the level of effort is aligned with the work tasks being performed. Nicole will provide regular coordination with the City's project manager to review budgets, schedules, and deliverables, as well as to prepare monthly progress reports which will

	include time and expenses billed each month, status of scope and schedule, and any issues that have arisen. These templates are in accordance with what is required for the SS4A monthly invoice. That said, our invoices may be modified to meet any required format to account for changes. SRF is also well-versed in the quarterly reporting required by SS4A funding. We've developed an invoicing process that is streamlined and simple, making it efficient and easy to complete the quarterly report. Additionally, we can assist with filling out the quarterly reports if desired.
1.3	Project Website – Mikaela Ziegler and our Engagement Team has extensive experience supporting agencies in developing and maintaining project websites that house all materials the public needs to stay informed and engaged. We will work collaboratively with the City to identify the most user friendly platform whether integrating content directly into an existing City webpage or creating a supplemental tool, such as a StoryMap, that seamlessly lives within the City's website. To ensure full consistency with the City's branding, we will request all applicable layout templates, color palettes, and style guidelines so the project site aligns with the City's established visual identity.
1.4	Schedule - We have included a proposed schedule at the end of the work plan. This schedule will be used throughout the project and updated by Nicole Bitzan as we progress, to reflect any changes and to use as a way to ensure that we finish the project on time.

TASK 1 DELIVERABLES

- Schedule (Excel and PDF)
- Budget (PDF)
- Invoices (PDF)
- Progress reports (PDF)
- USDOT Quarterly reports content (PDF)
- Meeting agendas and minutes (PDF)
- Project website (content and website URL if created individually)

Task 2 - Leadership and Goal Setting

#	Task Description
2.1	Resolution with Vision and Goals – A foundational piece of the SS4A Safety Action Plans is to establish an official public commitment to safety (e.g., resolution and policy) by a high-ranking official and/or governing body (e.g., Mayor, City Council, etc.) to an eventual goal of zero roadway fatalities and serious injuries. As stated in the SS4A guidelines “The commitment must include a goal and timeline for eliminating roadway fatalities and serious injuries achieved through one, or both, of the following: 1) the target date for achieving zero roadway fatalities and serious injuries, OR (2) an ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries.” SRF will review crash data trends alongside community input and support the City and Steering Committee in a collaborative goal setting process led by Rena Kuehl. Goals will be developed consistently with Safe System and Vision Zero principles, with an emphasis on eliminating roadway fatalities and serious injuries. As part of this process, we will work with the City and Steering Committee to evaluate appropriate targets and timelines—such as committing to a target date for zero fatalities and serious injuries or establishing an ambitious percentage reduction over a defined timeframe with a long term goal of elimination. SRF recognizes that effective goal setting must be right sized to each agency's context, resources, and responsibilities. We will customize this process to align with the City's needs and capacities while maintaining alignment with national best practices. The resulting goals will be translated into formal policy language and a resolution for consideration and adoption by the City Council.

TASK 2 DELIVERABLES

- Draft and final vision and goal (PDF or PPT)
- Draft resolution/policy for adoption (PDF)

Task 3 – Planning Structure

#	Task Description
3.1	Steering Committee Meetings - Our team will support the City in establishing a Steering Committee led by Nicole Bitzan and Mikaela Ziegler , to serve as the leadership body overseeing the development of the CSAP. The Steering Committee will provide strategic guidance throughout plan development, support implementation, continue to monitor progress over time, and recommend future plan updates as needed. Initial steps will include working with the City to define Steering Committee membership needs and identify appropriate interdisciplinary representation, including county, state, and regional partners, as well as representation from under-served populations and community members, if desired. Community stakeholders will serve as ambassadors - strengthening connections between City staff and residents and helping to broaden and deepen community engagement. We will prepare a framework that clearly defines roles, responsibilities, and oversight role. Additional Steering Committee members may include a representative from an existing City body, such as City Council, Planning Commission, and those that recently served on developing the Living Streets Plan. We will facilitate meetings with the Steering Committee at key milestones (see project schedule) to gather input on project approach and upcoming tasks, share progress updates on ongoing work, and present findings and deliverables for completed tasks. To encourage active participation, Steering Committee meetings may incorporate tools such as live polling and breakout discussions to more intentionally solicit feedback from members. Each meeting will include project component Leads and experts to support the agenda.

TASK 3 DELIVERABLES

- List of Steering Committee members (PDF or Excel)
- Steering Committee meeting agendas, presentations, and minutes (PDF and PPT)

Task 4 – Safety Analysis

#	Task Description
4.1	Analysis of Existing Conditions & Historical Trends - Crash data provides an objective foundation for understanding existing safety conditions and trends. Using ArcGIS, the safety analysis team led by Matt Knight and supported by Peter Dirks will map all reported crashes on roadways within the City over the past five years, with a focus on severe crashes (fatal and serious injury), crashes by roadway user type (vehicle occupants, pedestrians, bicyclists, and motorcyclists), and contributing factors. We recognize that the City exemplifies best practices in crash reporting and customer service. Despite revisions to Minnesota State Statute 169.09 in 2021, which reduced some MN agency's reporting of property damage only crashes, the City's data integrity and usability remain strong and largely unaffected. This will help to evaluate the City's existing conditions. The Team will also keep this in mind as they compare the City's totals with neighboring and similar sized cities within the metro area. In addition to the crashes, we will map and analyze key roadway characteristics—such as signalized intersections, speed limits, and ADT—to correlate roadway features with crash patterns. Development of the base roadway network will draw on multiple data sources, including crash data from MnDOT (supplemented with City or law enforcement data, if available), roadway network and asset data provided by the City, speed and ADT information, and trail and sidewalk inventories. To address data gaps, we will leverage third party tools such as Replica and StreetLight, as appropriate. By integrating roadway characteristics, contextual factors, and crash data into a comprehensive base network, the SRF team will identify historical key trends and compile these findings in a comprehensive existing condition historical crash trend report.

4.2	Develop a High Injury Network - Further, using the detailed data above, we will determine crash frequency and rates and develop a High-Injury Network (HIN) that will help focus city safety interventions on a subset of high-crash corridors. From this subset, we will assist the city in identifying priority investment locations consisting of high crash sub-corridors or focus zones. We will look at locations on the HIN with particularly high crash densities (weighted by crash severity) or high crash rate, and refine the list based on city leadership and public and stakeholder feedback on perceived issues and safety concerns. Further, we will compare the City's crash rates to determine how they compare to state critical crash index. While the CSAP's focus is aimed at a macro-level analysis, identifying priority corridors and intersections for closer examination will cast a micro-level analysis lens that allows identifying specific safety improvements. Using the data identified above and severe crash data, we will develop a list of high-risk emphasis areas, corridors, and intersections with a history of crashes.
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TASK 4 DELIVERABLES

- Crash data and network data (GDB)
- Historical Crash Trend Memo (PDF)
- Systemic Analysis Memo (PDF)
- High Injury Network and High Risk Network Maps (summarized methodology in the Historical Crash Trend Memo) (PDF)

Task 5 – Engagement and Collaboration

Our team brings a proven, people based, and equity centered approach to public involvement that aligns with the New Brighton's equity goals as articulated in the City's Equity Strategic Action Plan. We thrive on inclusive engagement and cultivating relationships and trust for and with city initiatives and ensuring that the CSAP will reflect the lived experiences, concerns, and aspirations of New Brighton residents and stakeholders. **Mikaela Ziegler** will deliver a robust, inclusive, and culturally responsive engagement process that meets and exceeds the City's goals of equitable engagement to inform the development of the CSAP. The Team will coordinate closely with the City and will engage overlapping jurisdictions, including Ramsey County and MnDOT. The Team acknowledges that the City completed robust engagement during the development of the New Brighton 2040 Comprehensive Plan (2019) and Silver Lake Road Visioning Study (2023). The team will leverage these efforts and conduct a three-phase approach, beginning with the development of a Public Involvement Plan. The subsequent phases will include: (1) initial data collection and understanding community concerns; (2) targeted outreach to inform prioritization and refine project recommendations; and (3) engagement wrap-up, including a summary of outreach activities and an overview of final recommendations. All materials and deliverables developed as part of the CSAP will be thoroughly reviewed to ensure compliance with accessibility standards and that materials are usable and inclusive for all audiences.

#	Task Description
5.1	Develop a Public Engagement Plan (PEP) – Successful engagement begins with a strategic detailed and action-oriented Public Engagement Plan (PEP). The PEP will outline all communications and outreach activities, and provide a detailed schedule for engagement deliverables development, review, and implementation. The PEP will also incorporate a full review of recently completed engagement efforts conducted by the City, to ensure we are building on past efforts and avoiding reinventing the wheel. The PEP will include each of the following components: Branding - In collaboration with City project leadership, we will develop a clear and cohesive

	project identity that includes branded logo, materials, graphics, messaging, and ongoing reporting visualizations for use across both print and digital platforms. This identity will be designed to align with the City’s values while establishing a recognizable and enduring CSAP brand, reinforcing the City’s long-term commitment to safer streets and communities. <u>Community Connectors</u> – The team acknowledges the diversity of the City. The team will utilize outreach connectors—community-based organizations and individuals with trusted relationships—to strengthen engagement. The team will also work with the City to identify and confirm the outreach connectors to leverage for targeted community outreach. <u>Comprehensive Stakeholder List</u> – We will build off connections and recommendations from existing community groups and the City, to cover key community organizations, businesses, and other interested stake holders. These lists will help to identify Steering Committee members, targeted outreach, and more. <u>Newsletter Blurbs</u> - Our team will create plain language, accessible newsletter blurbs with accompanying graphics to correspond with key milestones in the plan development process. We will work with the community to identify appropriate avenues to post the newsletter via project website, City’s social media, community group bulletins, and local publications. <u>Review of City’s existing engagement efforts</u> - We will review and summarize existing and relevant safety and/or pedestrian and bicycle engagement efforts that the city has completed to date through various projects/plans.
5.2	<u>Phase 1: Understanding Community Concerns</u> - Phase 1 focuses on understanding community concerns while building awareness and interest in the project and its core safety principles. This phase will be the most robust and begin with education around foundational transportation safety concepts and the goals of the CSAP, helping residents understand how their input will shape outcomes. Engagement could include the following items, based on city interest: <u>Project Mailers</u> - The Team will design and coordinate mailers to residents that include a general project introduction, website information, and invitations to participate in an online survey. This content will also be adapted for updates to the City’s website and for any City-supported social media efforts to help amplify public meeting opportunities. We will coordinate with the City to determine whether a broad-based mailing approach or a targeted distribution to specific communities is most appropriate based on address availability and experience. All materials will be developed on City letterhead, with the Team responsible for pack aging the mailers and managing returned materials. <u>Open House</u> We will design and implement one public meeting at City Hall in open house style. We will ensure our engagement materials are plain language and accessible. The primary focus of the open house will be to gather input on concerns and introduce the CSAP. The Team has various strategies to gather input including dot voting exercises, design your own road activities for children, and opportunities to provide live map input on printed maps and tablets. <u>Comment Map and Online Survey</u> - We will design and manage an interactive online survey map. The map will allow community members to identify road safety concerns and issues within the boundaries of New Brighton. Residents will be able to add comments based on themes and travel mode. We will also include a written survey to collect information on community needs and concerns, as well as baseline demographic data. <u>Pop-up Events</u> - In addition to (or in lieu of) more traditional open house meetings, the Team will proactively meet community members where they already gather. This approach includes pop-up engagement at existing community events and festivals, allowing residents to share input in familiar, informal settings. These events may include the City’s Summer Concert Series, Safety

	Fair, and Park Discovery Days. We will work with the City to identify up to three pop-up events that may include those events already mentioned or others.
5.3	Phase 2: Prioritization and Project Recommendations - Phase 2 engagement will build directly on the feedback gathered during Phase 1 and the analysis and project recommendations, shifting the focus toward prioritization and the refinement of project and policy recommendations. This phase will include targeted stakeholder outreach to validate needs, gather detailed input on proposed strategies, and ensure that priorities reflect community values and safety risks. Engagement activities will include up to three focused stakeholder meetings with key stakeholder groups (City/County staff, MnDOT, schools, older/younger drivers, etc.) where participants will review priorities, provide input on recommended projects and policies, and help shape implementation approaches.
5.4	Phase 3: Engagement Wrap-Up - Phase 3 engagement will include developing a summary of all outreach efforts into a final summary.

TASK 5 DELIVERABLES

- Public Engagement Plan (PEP)
- In-person materials (Printed graphical PDFs, PPTs (when necessary), Surveys and Activities)
- Online survey link (URL and QR code)
- Public engagement summary
- Newsletter content

Task 6 – Equity Considerations

The City's rich cultural diversity is a core strength and central to this effort. With more than 30% of residents identifying as people of color and nearly half of the population under the age of 18 and BIPOC, the City is committed to advancing equity through culturally competent practices. This work will intentionally address economic, geographic, and racial inequities to ensure outcomes that are inclusive, accessible, and responsive to the community's transportation needs.

#	Task Description
6.1	Equity Analysis – This analysis will be led by Dev Khalsa . Transportation safety planning will consider how crash patterns, severity, and facility types vary across the community. Analysis of the High Injury Network, priority projects, and strategies will incorporate demographic and socioeconomic data to help identify safety needs and guide prioritization. Multiple data sources, including Census/ACS and local datasets, will be used to map where severe crashes overlap with community characteristics and highlight areas of concern. Where available, comparisons of crash trends with population, housing, and travel patterns will provide additional context for decision-making. These insights will serve as one of several inputs in the overall planning process. From the equity analysis findings, the Team will develop a contextually sensitive plan that identifies opportunities to incorporate equity in transportation policies, programs, priorities, and discussions that involve roadway safety. Further, the Team will explore and identify equitable application of countermeasures and strategies to understand there is no one-size-fits-all solution. This will include engaging all stakeholders as part of the discussion and evaluation on how to achieve consistency, fairness, just, and impartial treatment of all people. The team will also monitor any changes to federal and state DEI requirements and inform the City of implications for eligible work.

TASK 6 DELIVERABLES

- Equity Analysis Results and Map (PDF)

Task 7 – Policy and Process Change

#	Task Description
7.1	Policy and Plan Review – Renae Kuehl and Chris Brown will conduct a comprehensive review of local, state, and national safety-related policies, plans, and best practices. While our team is well versed in federal guidance and nationally recognized safety strategies, gaining a thorough understanding of existing local conditions and initiatives is essential to achieving successful project outcomes. This review will include relevant state and regional documents such as the Minnesota Strategic Highway Safety Plan (SHSP), Highway Safety Plan (HSP), and Highway Safety Improvement Program (HSIP), as well as City of New Brighton–specific policies and plans. We will review existing City policies to assess how effectively they align with and implement the Safe System Approach and the goals of the City’s CSAP. In collaboration with City staff, we will identify opportunities to revise or update key policies, including the City’s Living Street Plan. We acknowledge that the City prioritizes multi-modal transportation and that the State is currently updating its pedestrian- and bicycle-related design guidance and will monitor these efforts to ensure consistency with and responsiveness to changes that may affect the City’s existing policies and plans. The team will meet with City staff to share findings, discuss implications, and highlight best practices, including those recommended by the National Association of City Transportation Officials (NACTO). Based on this review, SRF will prepare a technical memorandum outlining recommended modifications to existing City policies for consideration by City staff. Following review and feedback, we will respond to comments and provide a final technical report documenting findings and recommendations. Additional policies to be reviewed may include those related to crosswalk installation, snow removal, pavement management, roadway maintenance, and similar operational practices that influence safety outcomes. Based on our experience working with other agencies, common policy updates have included incorporating safety features as standard design practices, formalizing crosswalk installation criteria, and working with maintenance staff to better understand the importance of safety strategies and how to maintain them effectively.

TASK 7 DELIVERABLES

- Existing policy review findings and recommendations (PDF)

Task 8 – Strategy and Project Selection

#	Task Description
8.1	Strategy Identification - Based on our crash analysis and findings from public engagement, we will determine a preliminary short list of proven infrastructure and non-infrastructure strategies to consider with the focus on safe people and safe roads led by Matt Knight and supported by Tom Sachi and Chris Brown. The recommended countermeasures will draw from best practices and national guidance, from the research findings documented in the NCHRP 500 series reports, Safe Systems, NACTO, and FHWA’s Proven Safety Countermeasures and Crash Modification Clearinghouse. We have spent many years working with local agencies on safety plans, recommending proven strategies which have been successfully built and have seen improvements. We will further evaluate and include the recommended safety strategies from the Living Streets Plan and Silver Lake Road Visioning, which call out separated bike lanes, speed limit reduction and traffic calming measures, along with improved intersection lighting and grade-separated pedestrian crossings to name a few. The proven safety strategies will be provided in the format of a toolkit, that will include visualizations and key metrics for each strategy (cost, effectiveness, etc.) that can be referenced to identify appropriate strategies based on modes (auto, bike, ped, etc.), roadway elements (corridor, curve or intersection), roadway

	conditions (ADT, speed, etc.) and context (urban, suburban, rural, etc.). The primary focus of project identification will be on high-impact strategies that can be applied systemically, as well as site specific strategies for locations that are identified as high priority. All strategies will follow the Safe System Approach and will be recommended for short, mid- and long-term implementation.
8.2	Project Prioritization and Identification- Using the findings from the Task 4 and 5, we will develop a scoring matrix using the results of the analyses and feedback from the community to determine priority locations led by Matt Knight and supported by Stacy Johnson . We will also incorporate the recommendations from the Living Streets Plan and the Silver Lake Road Visioning to maintain consistency and carry forward the valuable findings from these plans understanding they do not get into project specific recommendations. Then, we will define a process to identify the “best fit” strategies for a particular location, based on the existing roadway characteristics, and consider their cost-effectiveness and feasibility, representing a percentage of the roadway network. As we review the findings, the appropriate percentage/number of locations will be determined with city staff and steering members. We will suggest specific strategies for high-priority locations on the system and help to strategize future low-cost project opportunities and larger infrastructure grants. The primary focus of project identification will be on low-cost, high-impact strategies; however, we will consider and document higher-cost projects when appropriate.

TASK 8 DELIVERABLES

- List of recommended safety strategies and projects (Infrastructure, behavioral and operational strategies) (Excel and PDF)
- Prioritized list of strategies and map (Excel and PDF)

Task 9 – Progress, Transparency and Plan Development

#	Task Description
9.1	Implementation Matrix - Led by Nicole Bitzan , the Implementation Matrix builds on the Action Plan by advancing strategies and action items into specific, measurable activities to be implemented over the next five years. It will assess the agency’s organizational structure, staff capacity, available funding sources, and implementation opportunities to develop a clear, year-by-year roadmap for priority strategies and investments. The plan will also identify the department or agency responsible for leading each action. Strategies and actions may be organized in several ways; one effective approach is to align them with the Safe System Approach elements: Safe Road Users, Safe Vehicles, Safe Speeds, Safe Roads, and Post-Crash Care. The Implementation Plan will also identify potential funding sources, including future federal safety programs, regional solicitation funds, and the Highway Safety Improvement Program (HSIP) to name a few.
9.2	Funding Opportunities- Our grants and funding team led by Paul Chellevoid have detailed knowledge of funding opportunities and funding cycles, that we can use to connect the dots between projects, implementation and timelines. From our years of working with MnDOT and MN local agencies on safety plans and applying for HSIP funding, we are knowledgeable of some of the challenges with obtaining funding and ways to write successful grant applications.
9.3	Annual Report and Progress Tracking - Establishing a clear, implementable strategy will help the City to effectively pursue and leverage these funding opportunities. The plan is intended to be a living document that will be evaluated and updated annually in order to respond to fiscal changes, implementation opportunities and challenges, and stakeholder feedback. City staff should consider providing updates and full transparency by publishing an annual Implementation Plan report card that reviews the identified performance measures vs progress

	made that year. We will work with the City to develop annual key reporting measures and develop a template/process for providing progress updates.
9.4	Develop Final Safety Action Plan - The team will prepare a CSAP report that translates technical analyses and high level processes into clear, actionable recommendations. The report will be led by Nicole Bitzan and supported by Dev Khalsa and developed in InDesign by our Graphics Team.. The report will use concise narratives supported by easy to understand graphics and illustrations to document all required components of the SS4A Action Plan. The CSAP will be developed as a living document, intended to be reviewed and updated annually as conditions, priorities, and data evolve. The Safety Action Plan will include, but not be limited to, the following key elements: • Existing Condition/Historical Crash Trends and Systemic Analysis that succinctly and visually communicates key crash trends, contributing factors, and impacts on high-risk locations and vulnerable populations. • Community and Stakeholder Synopsis clearly linking engagement findings to identified safety issues and outcomes. • City of New Brighton's goals, strategies, action items, and performance measures aligned with Safe System principles. • Implementation Framework that organizes strategies and action items into short, mid, and long term horizons, establishing a clear and actionable roadmap for implementation. The appendix of the report will include a leadership commitment letter/ vision zero resolution and goals, additional policy updates, and task memorandums that provide the details of work completed throughout the project. Using the final, CSAP we can also develop an executive summary/fact sheet that highlights key project findings and recommendations. The intent of this document will be to provide a concise and graphical summary of the project outcomes.

TASK 9 DELIVERABLES

- Implementation matrix (PDF)
- Annual report card template (word file or excel depending on City's preference)
- CSAP (PDF and InDesign File)

Task 10 – Demonstration Project

#	Task Description
10.1	Demonstration implementation and review – Led by Matt Knight and Stacy Johnson, the team will support the city in identifying and delivering up to three demonstration projects by first developing a focused implementation plan grounded in the City's prioritized list and safety goals. This will include preparing detailed concept designs for quick-build, temporary strategies such as separated bike infrastructure to address network gaps, targeted traffic calming measures, enhanced pedestrian crossings near key generators like schools and parks, and intersection safety improvements. Working collaboratively with City staff, we will refine designs, coordinate logistics, and oversee efficient deployment. Following installation, we will conduct before-and-after evaluations ready for submittal with the USDOT (per SS4A requirements) to assess performance, safety outcomes, and user experience, providing clear recommendations to inform the City's decision on whether to advance these concepts into permanent implementation.

Schedule

The project schedule is presented below and demonstrates completion of the project in 16 months, in order for the CSAP to be completed by October 1, 2027. The Team acknowledges that the City may potentially amend the date prior to execution – per note on the USDOT contract. If selected to work with the City of New Brighton on this plan, we will work with Craig and City Staff to modify the schedule components and timeline to meet the City’s needs. We understand the importance of meeting agreement deadlines.

		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1	Project Management and Coordination																
	Bi-weekly Check-ins	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	
2	Agency Involvement																
	PMT Meetings				X					X				X			
3	Leadership Commitment																
4	Safety Analysis																
	Analysis of Existing Conditions & Historical Trends																
	Developing a High Injury Network																
5	Engagement and Collaboration																
	Public Engagement Plan																
	Phase 1: Understanding Community Concerns																
	Phase 2: Prioritization and Project Recommendations																
	Phase 3: Engagement Wrap-up																
6	Equity Considerations																
7	Policy and Process Changes																
8	Strategy and Project Selections																
9	Progress, Transparency and Plan Development										Draft				Final		Adoption
10	Demonstration Projects																

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of New Brighton
 Project: Safe Streets and Roads for All Safety Action Plan



20531.PP

		Nicole Bitzan	Renae Kuehl	Paul Chellevoid	Tom Sachi	Chris Brown	Matt Knight	Stacy Johnson	Erik Thorkelson	Peter Dirks	Mikaela Zeigler	Dev Khalsa	Brooke MacInnes		
		Project Manager	Director	Funding Identification	Strategy Identification	Pedestrian and Bicycle	Safety Analysis	Demonstration Projects	GIS	Safety Analysis	Engagement	Equity Analysis and Plan Development	Graphics		
TASK NO.	TASK DESCRIPTION	PROF. V	PROF. VIII	PROF. VII	PROF. VI	PROF. V	PROF. V	PROF. V	PROF. IV	PROF. III	PROF. III	PROF. II	SUPPORT	TOTALS	SRF Fee
1.0	Project Management														
1.1	Project Administration	12	8	-	-	-	-	-	-	-	-	-	-	20	\$4,632.00
1.2	Progress meetings (30 biweekly mtgs - 1 hour (.5 prep and .5 meeting)	30	15	-	-	-	-	-	-	-	-	15	-	60	\$12,060.00
1.3	Project Coordination and Invoicing	12	8	-	-	-	-	-	-	-	-	-	-	20	\$4,632.00
1.4	Project Website	4	-	-	-	-	-	-	-	-	16	-	-	20	\$3,016.00
1.5	Schedule	4	2	-	-	-	-	-	-	-	-	4	-	10	\$1,868.00
	SUBTOTAL - TASK 1	62	33	0	0	0	0	0	0	0	16	19	0	130	\$26,208.00
2.0	Leadership and Goal Setting														
2.1	Resolution with Vision and Goals	6	2	-	-	-	-	-	-	-	-	12	-	20	\$3,288.00
	SUBTOTAL - TASK 2	6	2	0	0	0	0	0	0	0	0	12	0	20	\$3,288.00
3.0	Planning Structure														
3.1	Develop Steering Committee	2	-	-	-	-	-	-	-	-	2	4	-	8	\$1,182.00
3.2	Prep, conduct and document three (3) meetings	8	4	-	-	-	-	-	4	-	-	18	8	42	\$6,600.00
	SUBTOTAL - TASK 3	10	4	0	0	0	0	0	4	0	2	22	8	50	\$7,782.00
4.0	Safety Analysis														
4.1	Analysis of Existing Conditions & Historical Trends	4	-	-	-	-	6	-	20	8	-	-	-	38	\$6,298.00
4.2	Developing a High Injury Network	6	-	-	-	-	10	-	10	40	-	16	-	82	\$14,060.00
	SUBTOTAL - TASK 4	10	0	0	0	0	16	0	30	48	0	16	0	120	\$20,358.00
5.0	Engagement and Collaboration														
5.1	Develop a Public Engagement Plan (PEP)	4	2	-	-	-	-	-	-	-	16	12	-	34	\$5,164.00
5.2	Phase 1: Understanding Community Concerns	8	2	-	-	-	-	-	-	-	40	30	16	96	\$13,600.00
5.3	Phase 2: Prioritization and Project Recommendations	8	2	-	-	-	-	-	-	-	20	16	16	62	\$8,960.00
5.4	Phase 3: Engagement Wrap-up	2	-	-	-	-	-	-	-	-	2	6	-	10	\$1,062.00
	SUBTOTAL - TASK 5	22	6	0	0	0	0	0	0	0	78	64	32	202	\$28,786.00
6.0	Equity Considerations														
6.1	Equity Analysis	8	-	-	-	-	-	-	-	-	-	24	-	32	\$4,640.00
	SUBTOTAL - TASK 6	8	0	0	0	0	0	0	0	0	0	24	0	32	\$4,640.00
7.0	Policy and Process Changes														
7.1	Policy and Plan Review	4	2	-	-	8	-	-	-	-	-	24	-	38	\$6,012.00
	SUBTOTAL - TASK 7	4	2	0	0	8	0	0	0	0	0	24	0	38	\$6,012.00
8.0	Strategy and Project Selection														
8.1	Strategy Identification	6	2	-	12	12	14	-	-	-	-	16	-	62	\$11,190.00

		Nicole Bitzan	Renae Kuehl	Paul Chellevoid	Tom Sachi	Chris Brown	Matt Knight	Stacy Johnson	Erik Thorkelson	Peter Dirks	Mikaela Zeigler	Dev Khalsa	Brooke MacInnes		
		Project Manager	Director	Funding Identification	Strategy Identification	Pedestrian and Bicycle	Safety Analysis	Demonstration Projects	GIS	Safety Analysis	Engagement	Equity Analysis and Plan Development	Graphics		
TASK NO.	TASK DESCRIPTION	PROF. V	PROF. VIII	PROF. VII	PROF. VI	PROF. V	PROF. V	PROF. V	PROF. IV	PROF. III	PROF. III	PROF. II	SUPPORT	TOTALS	SRF Fee
8.2	Project Prioritization and Identification	6	2	-	-	4	20	20	4	-	-	24	-	80	\$13,728.00
SUBTOTAL - TASK 8		12	4	0	12	16	34	20	4	0	0	40	0	142	\$24,918.00
9.0	Progress, Transparency and Plan Development														
9.1	Implementation Matrix	20	2	-	4	4	6	-	-	-	-	16	-	52	\$9,170.00
9.2	Funding Opportunities	-	-	8	-	-	-	-	-	-	-	2	-	10	\$2,140.00
9.3	Annual Report and Progress Tracking	12	2	-	-	-	-	-	-	-	-	16	-	30	\$4,948.00
9.4	Draft and Final Safety Action Plan	28	2	-	-	-	-	-	8	-	-	60	40	138	\$19,764.00
SUBTOTAL - TASK 9		60	6	8	4	4	6	0	8	0	0	94	40	230	\$36,022.00
10.0	Demonstration Projects														
10.1	Demonstration implementation and review	4	-	-	40	-	-	40	-	-	-	20	-	104	\$19,600.00
SUBTOTAL - TASK 10		4	0	0	40	0	0	40	0	0	0	20	0	104	\$19,600.00
TOTAL ESTIMATED PERSON-HOURS		198	57	8	56	28	56	60	46	48	96	335	80	1,068	
AVERAGE HOURLY PAYROLL RATE		\$190.00	\$294.00	\$235.00	\$211.00	\$193.00	\$181.00	\$195.00	\$147.00	\$189.00	\$141.00	\$130.00	\$122.00		
ESTIMATED LABOR		\$37,620.00	\$16,758.00	\$1,880.00	\$11,816.00	\$5,404.00	\$10,136.00	\$11,700.00	\$6,762.00	\$9,072.00	\$13,536.00	\$43,550.00	\$9,760.00		\$177,994.00
SRF ESTIMATED DIRECT NON-SALARY EXPENSES															\$20,995.00
														SUBTOTAL: (SRF Labor and Expenses)	\$198,989.00
														SUBCONSULTANTS:	
TOTAL ESTIMATED FEE \$198,989.00															
SRF ESTIMATE OF DIRECT NON-SALARY EXPENSES:															
MILEAGE:		Personal Vehicles				200		Miles @		\$0.725		\$145.00			
REPRODUCTION:		Copy Duplication						Copies @		\$0.10		\$0.00			
		Color Copies				1000		Copies @		\$0.35		\$350.00			
SUPPLIES (ENGAGEMENT EVENTS):		\$500.00													
DEMONSTRATION PROJECT MATERIALS*		\$20,000.00													
*Purchase of demonstration materials (via the city or the consultant) to be deteremined upon selection and contract negotiaton														SRF EXPENSES:	\$20,995.00



Example Scope for New Brighton Comprehensive Safety Action Plan and Demonstration Projects

Scope and Fee Summary

Task	Major Deliverables	Fee
1. Project Management	- PMT Meetings - Monthly invoicing and progress reports	\$26,000
2. Leadership Commitment	Vision Zero Policy resolution	\$3,500
3. Stakeholder and Community Engagement	- Design and facilitation of up to 6 SAT meetings - Support for two phases of external community engagement including webmap for public comment	\$33,500
4. Safety Data Analysis	- Safety Analysis Memorandum highlighting crash trends and HIN - Maps and spatial data for mode-specific HINs - Plan and Policy Assessment Memorandum <i>Optional: Equity Segment Analysis</i>	\$29,000 <i>Included: \$10,000</i>
5. Strategic Framework and Transportation Safety Countermeasures	- Countermeasure toolkit with best practices for key location types around the city - Prioritized project and strategy list, including descriptions, time horizon, high-level costs, impacts and applicability around the city - Clear path to implementation, including funding sources and implementation resources - Evaluation and reporting framework to measure progress on Action Plan goals and the City's commitment to Vision Zero	\$25,000
6. Demonstration Support	- Demonstration project locations and concepts for up to two locations - Coordination plan for installation - Day-of demonstration project installation assistance from 1-2 Alta staff - Demonstration project evaluation materials and analysis <i>Optional: Demonstration project materials, estimate per intersection</i>	\$30,500 <i>Included: \$14,000 per intersection</i>
7. Comprehensive Safety Action Plan	Draft and Final Comprehensive Safety Action Plan	\$14,500
Total (not including optional tasks)		\$200,000



Scope

An example scope of work for the New Brighton Comprehensive Safety Action Plan is described below. Tasks are identified based on Alta's extensive work on SS4A funded safety action plans, with an emphasis on achieving the key plan elements included in New Brighton's SS4A Award. We are happy to work with you to further refine this scope of work to meet your needs, stay within your allocated budget, and complete an actionable plan ahead of the proposed October 2027 completion date.

It is assumed that awarded funds beyond the scope and fee outlined here would be used to support demonstration project material costs. However, that fee could be shifted to the tasks outlined here if Public Works is able to supply any materials from other funding sources.

We propose developing and facilitating a Project Management Team (PMT) and a Study Advisory Team (SAT) to support the Action Plan. We will ensure that both are actively and meaningfully involved in the project. PMT meetings are assumed to be mostly virtual, with SAT meetings varying depending on discussions with the City and the agenda topics. Public engagement is included in the scope of work as Task 3.

1. Project Management

Project management is the foundation for project success, particularly in complex coordination projects like safety action plans. Alta has a history of delivering high-quality, award-winning projects – especially including demonstration project components. Alta is prepared to lead an organized, effective, and inspired planning process in partnership with the City of New Brighton.

Deliverables

- Monthly invoices and progress reports summarizing work completed, issues encountered, and upcoming tasks and coordination needs
- Agendas, notes and action items from recurring monthly meetings with the City of New Brighton PMT, including schedule updates

2. Leadership Commitment

An important component of SS4A Action Plans is an official public pledge from city leaders (such as the Mayor and/or City Council) to eliminate fatal and serious injuries. Our team will work closely with City staff to develop a commitment that addresses the local context and needs in New Brighton for maximum impact, drawing on stakeholder engagement (Task 3) and the plans and policy assessment (Task 4).

Deliverables

- Vision Zero Policy resolution, identifying a target date for reaching zero roadway fatalities and serious injuries

3. Stakeholder Engagement

Our team is ready to co-lead an engagement process that makes space for everyone to connect with safety and the vision of a safer, more walkable, bikeable and connected New Brighton. Our team is committed to drawing in meaningful, impactful feedback from the New Brighton community - including school families, community members, technical experts and policymakers.



Engagement will be focused around two phases – 1) information gathering focused early in the planning process, and 2) evaluation oriented around demonstration projects. Through both phases the project team will be guided by a Study Advisory Team (SAT) of agency and community representatives, as well as external engagement with the broader New Brighton community. The project team will work with the PMT to identify a list of potential SAT members and community contacts for engagement.

Deliverables

Study Advisory Team

- Engaging meeting facilitation strategy and materials for up to six (6) Study Advisory Team meetings, with an emphasis on in-person, place-based activities to address plan goals (including at least one walk audit and one meeting along key project corridors during the planning process)
- All meetings will have a clear purpose and incorporate feedback gathering and/or information sharing tools (examples: sharing crash data, roadway safety measures, case studies, site specific outcomes, outreach planning and more)

External Engagement

- Development and hosting of an online survey and interactive web map to gather participant feedback
- PDF communication and engagement materials that are creative and inclusive for in-person events, including a project handout
- Materials and staff support for two open-house style meetings, pop-ups, or other event formats, in alignment with plan goals
- Graphically appealing Public Engagement Summary covering all public engagement activities, including personalized content directly from participants
- Throughline connection with the final plan to make sure public input was appropriately captured and reflected

4. Safety Data Analysis

Our team will prepare an initial data needs list for the PMT that outlines data and resources needed to review existing local, regional, and state safety trends, as well as policies or programs utilized regionally. We assume that the PMT will provide the team with data that is not readily available online; we will provide a data request list for the City to share with the respective regulatory agency staff.

Crash Trends

The first step in the safety analysis is to take a broad look at crash trends and patterns, broken down by a series of key attributes. The project team will gather bicycle, pedestrian, and motor-vehicle collision data provided by MnDOT. This collision data will be qualitatively reviewed to understand if any major discrepancies that could impact a collision analysis are present. Collision data will then be used to identify key collision trends, and to map severity-weighted densities (according to its KABCO injury severity rating) for all collisions within the city, including bicycle and pedestrian collisions.

Mapping and understanding crash trends will supplement the High Injury Network to document safety challenges around the city of New Brighton, guiding countermeasure recommendations in later tasks. Trends will also serve as the basis for future progress reporting, and will be identified in a way that is replicable for City staff in future tracking and public reporting.



HIN Development

A key component of the safety action planning process will be creating a High Injury Network (HIN) that informs engagement, subsequent priorities, and implementation actions. HINs identify streets with the largest concentration of collisions where victims are killed or severely injured (KSI). These networks often illustrate that often a small amount of improvable network can address the majority of KSI collisions. If data allows, Alta will develop multiple mode specific high injury networks for the city based on the risk implied from the intersection of the collision history with the street network.

Based on the appropriate threshold developed in coordination with stakeholder feedback, Alta will create maps of a finalized HIN. Based on the HIN, Alta will take any analysis or available context and provide tabulations that explain the composition of streets, built form, and communities identified to be proximal to the HIN, with a focus on priority equity areas.

Plan and Policy Assessment

The City of New Brighton already has a strong foundation of planning for safer roadways, including the Living Streets Plan (2024) and Safe Routes to School Plan (2025). Our team will review existing city policies, design guidelines, and plans in place to identify where the City's commitment to roadway safety measures could be strengthened as the city continues to evolve. Existing approaches to roadway safety will also be a topic to workshop at an SAT meeting, to understand what is working well and where partners run into challenges along the path from planning to implementation.

Optional: Equity Segment Analysis

To understand how transportation patterns and burdens may vary among equity populations, Alta will conduct an equity segment analysis. This approach utilizes Replica data to identify corridors with high demand for equity priority population trips compared to all trips through the city, and also analyzes trends by mode. This approach moves beyond focusing solely on where disadvantaged community members may live and tries to examine which facilities they are currently using as a part of daily life.

The result is a subset of corridors throughout the city that are more likely to serve equity priority populations, such as those living in areas designated by MnDOT as Environmental Justice areas. Results will be compared with the Metropolitan Council's travel forecasting model to understand how transportation conditions may change, especially for vulnerable populations.

Analysis results will inform priority location selection and countermeasure considerations in Tasks 5 and 6.

Deliverables

- Safety Analysis Memorandum highlighting crash trends and HIN analysis, incorporating one round of consolidated edits from the PMT
- Maps and spatial data for up to two (2) High Injury Networks (HIN) Customized for New Brighton— all modes, and pedestrian and bicyclist focused if data allows
- Plan and Policy Assessment Memorandum identifying assets of existing transportation plans and policies, as well as areas to focus on improvements, incorporating one round of consolidated edits from the PMT
- *Optional: Equity Segment Analysis maps and findings incorporated into the Safety Analysis Memorandum*



5. Strategic Framework and Transportation Safety Countermeasures

Our team will draw from our extensive SS4A and safety experience to identify effective countermeasures for vulnerable road users. We propose to develop strategies in tandem with lessons learned from community and stakeholder engagement to create a clear action plan for the City and their partners, and serve as a guiding framework for the City's Vision Zero commitment.

Strategies and Countermeasures

Based on crash trends, HIN characteristics, and equity population travel characteristics identified in Task 4, as well as key themes identified through public engagement, our team will create a toolkit of countermeasures that address opportunities for safety improvements in New Brighton. Countermeasures will represent a range of Complete Streets and Safe System Approach best practices, intended to minimize the risk of collisions occurring and the severity of collisions that do occur.

Countermeasures will be workshopped in an SAT meeting to understand the history of proposed treatments in the city and region, understand needs for successful implementation, and build stakeholder understanding of their value and applicability. With each countermeasure, our team will identify the appropriate context for implementation and sample corridors or location types around the city, alongside high-level timing and cost considerations for each.

Prioritized Project / Strategy List

Building on the citywide countermeasure list, safety analyses, community engagement and SAT priorities, our team will develop a prioritized list of projects and strategies to address key safety concerns including lighting and speed concerns – including both quick-build opportunities and long-term, resource-intensive options. Projects and strategies will represent a range of conditions around the city, and include a high-level consideration of costs, benefits, implementation timeline, and other important contextual considerations based on feedback from the SAT. Strategies applied to these prioritized projects will address key safety concerns and align with goals identified in existing planning documents, like the Living Streets Plan.

Evaluation / Reporting Plan

Ongoing reporting related to the Safety Action Plan will create public transparency on the implementation and effectiveness of the projects, strategies, programs, and countermeasures recommended in the plan. To maintain accountability and advance progress toward safety goals, our team will work with the City to develop a tracking system for reporting on a set of measurements and actions in the Safety Action Plan.

This framework will include both the implementation of recommendations and an evaluation of the metric and performance measures established prior, including analyzing new crash data. The tracking system will be paired with a reporting framework to publish (online) a public Annual Report with safety data, progress, and impacts.

Carrying out this framework will be the responsibility of the PMT and members of the Stakeholder Group, so they will be engaged throughout this task.

Deliverables

- Countermeasure toolkit with best practices for key location types around the city
- Prioritized project and strategy list, including descriptions, time horizon, high-level costs, impacts and applicability around the city
- Clear path to implementation, including funding sources and implementation resources
- Evaluation and reporting framework to measure progress on Action Plan goals and the City's commitment to Vision Zero



6. Demonstration Project Support

Project Identification and Design

Building on the priority project locations illustrated in Task 5, the team will identify priority locations for short-term demonstration project installations. Alta will work with the PMT and SAT to develop a set of potential locations with high level sketches, material budget estimates, and alignment with project goals. Up to three preferred locations will be selected with the intention of evaluating a variety of materials and treatment types to be responsive to community engagement and stakeholder interest.

With final locations selected, the project team will work with the City and project partners to support material selection and installation.

Installation Coordination

The team will provide guidance for City staff to support demonstration project installation, including internal Public Works coordination, as well as coordination with County or other roadway authority partners and community members. This will include recommended actions for before, during, and after installation. Alta staff will also be present for installation to provide direction on day-of needs and workflow.

Evaluation Support

Alta will identify appropriate evaluation metrics for each final demonstration project selected. Engagement support identified in Task 3 will include communications materials and survey support to evaluate installations accordingly. In partnership with the City or other partners where required (such as partnering with New Brighton Public Safety for temporary speed radar measurements), the team will analyze the effectiveness of each installation for inclusion in the final Safety Action Plan.

Deliverables

- Set of up to 3 draft demonstration project locations
- Demonstration project locations and conceptual sketches – to be developed based on PMT and SAT input, as well as material budget available
- Coordination plan for demonstration project installation
- Day-of demonstration project installation assistance from 1-2 Alta staff
- Demonstration project evaluation materials and analysis for final selected projects

7. Comprehensive Safety Action Plan

The final Comprehensive Safety Action Plan will center the voice of the New Brighton community in setting a clear vision for the future of safety and mobility. The plan will draw together in one accessible document all of the elements of this planning effort, integrating lessons from data analysis and community engagement. The resulting plan will include a clear path to implementation including funding sources and implementation resources, and plan and policy recommendations for implementation through the adoption of revised or new policies, guidelines, or standards, as appropriate.

Deliverables

- Draft and Final Comprehensive Safety Action Plan as a digital PDF

May 28, 2026

Mr. Craig Schlichting, PE
Director of Community Assets and Development
City of New Brighton
803 Old Highway 8 NW
New Brighton, MN 55112

Re: WSB Proposal for the City of New Brighton SS4A Action Plan

Dear Mr. Schlichting,

WSB is pleased to present this proposal to the City of New Brighton to develop a SS4A Safety Action Plan. Our project understanding, scope of work, and fee is detailed on the following pages.

I. PROJECT UNDERSTANDING

Improving transportation safety is a top priority for the City of New Brighton. The city has identified several roadway safety concerns at key locations, including Silver Lake Road, Palmer Drive, 7th Street NW, Rice Creek Road, and the entrance and exit ramps along I-694. These corridors carry high traffic volumes and experience crash rates that exceed statewide critical crash thresholds, creating a clear need for targeted, data-driven action. In addition to addressing vehicle conflicts, the City also seeks safer conditions for people walking, biking, and accessing community destinations throughout New Brighton.

To respond to these needs, the city applied for and was awarded Safe Streets and Roads for All (SS4A) funding in 2024. The resulting SS4A Action Plan will be built on the City's 2024 Living Streets Plan, which established a strong foundation for transportation system improvements and multimodal safety but did not fully define how those recommendations should be prioritized and implemented. This Action Plan will translate that earlier vision into a practical roadmap by identifying the most effective strategies, projects, and policy actions needed to reduce crashes and improve safety outcomes over time.

The Action Plan will also align with the City's strategic priorities and help advance broader community goals beyond traffic safety alone. As New Brighton moves into implementation, the SS4A process can serve as a practical tool for coordinating safety investments, policy decisions, and community engagement around the outcomes the City has already identified as important. This work supports the City's five strategic priorities:

- Financial Sustainability
- Community Engagement and Belonging
- Economic Vitality
- Environmental Stewardship
- Strong City Assets

These priorities directly relate to the SS4A Action Plan. Safer streets and intersections protect the City's transportation assets, support access to businesses, parks, schools, and neighborhoods, and create a more connected community for residents of all ages and abilities. The plan will also

support the City's long-term policy and capital planning efforts by informing the upcoming comprehensive plan update and reinforcing the direction established through the Living Streets Plan and the Silver Lake Road Visioning Study. Just as importantly, the Action Plan will incorporate the City's Community Engagement Guide to shape inclusive outreach and help the city meet its target of increasing participation from underrepresented communities by 25 percent. The result will be an implementable, data-driven safety plan that identifies priority projects, programs, and policy actions; establishes a realistic path for funding and phasing; and equips the City to make measurable progress toward becoming a safer community.

II. SCOPE OF SERVICES

Based off our understanding of the SS4A Action Plan requirements, current safety issues within the City, and our experience completing these plans, we have developed the following scope of services that are needed to assist the city in creating a safer community.

1. PROJECT MANAGEMENT AND MEETINGS

- A. Day-to-day project management and coordination with City staff.
- B. We will prepare for and lead a kick-off meeting. The purpose of this meeting will be to review goals, scope, schedule, and deliverables to make sure the entire team is aligned before any technical work begins.
- C. We will prepare for and lead four meetings with city staff. The meetings will be held at key points in the study process to discuss issues, potential solutions, strategies and improvements, demonstration projects, and implementation plans.
- D. We will prepare for and lead two City Council workshops. These meetings will be crucial to help establish leadership commitment, goal setting, and policy resolution to achieve Vision Zero.

2. DATA COLLECTION

- A. WSB will identify and gather existing crash data, transportation plans, policies, and any relevant studies. WSB will **complete** a thorough review and analysis of the provided documents and provide recommendations on data sources and identify topic areas to be addressed utilizing the FHWA Safe System Approach.

3. SAFETY AND TRAFFIC ANALYSIS

- A. WSB will analyze data (2021-2025) and use existing data sets, documents, and community/stakeholder input to develop multifaceted solutions and strategies, which may encompass areas of geometric design, multimodal, operations, education, enforcement, surveillance, policy, and guidelines. These solutions and strategies will include a detailed safety analysis, operational analysis, and a review of existing design standards, policies, and guidelines. We will use the Highway Capacity Software (HCS), Synchro, and the Highway Safety Manual for our operational and safety analysis.
- B. This approach will allow us to identify high-risk crash locations and analyze contributing factors. This will include pedestrian/bike facility or roadway geometric design issues, operational flaws, inadequate signage, speeding, distracted driving, impacts related to closures of major roadways, lack of pedestrian and bicycle connectivity, and access to public spaces and trail networks. This analysis will enable us to identify improvements across all areas and categories, by establishing a baseline and analyzing crash data, severity, and contributing factors.

4. CONCEPT DEVELOPMENT AND ANALYSIS

- A. Based on the initial crash analysis, and using the FHWA Proven Safety Countermeasures guidance, countermeasures will be analyzed from a design and operational perspective to ensure they adequately mitigate the problem and meet standards of practice. We will also perform planning-level cost estimating, monetize safety benefits, and perform Benefit/Cost analysis. Our cost estimate will include life-cycle maintenance and operation. Also, from our analysis we will extract effectiveness measures for project evaluation and prioritization. These may include new or revised policies and standards, new programs or investment areas, and individual strategies or projects. These strategies and projects will be aimed at addressing specific safety mitigations identified through the safety and operational analysis and problem identification. Mitigations will be comprehensive and encompass all areas of the Safe System Approach will accommodate future traffic projections.

5. RECOMMENDATIONS

- A. Based on the evaluation process conducted in task 4, the study team will identify recommended projects to be included in the final plan. From these, up to three projects will be identified through the selection process for demonstration and the remaining will be included in an implementation plan.
- B. WSB will implement up to three demonstration projects. Evaluation of these projects will be determined through the plan development, and this evaluation includes time to set up and remove temporary channelization and pavement markings as needed. Site visits and data collection will be included to observe the effectiveness of each project.
- C. A key component of the final plan will be an implementation roadmap that identifies actionable steps, roles and responsibilities, and funding sources, aimed at making the plan a reality. The plan will meet the FHWA SS4A requirements. We will identify who on the team will be responsible for implementation of the plan, including monitoring and measuring its effectiveness and reporting frequency or triggers identified. An overall progress report template will be drafted for future reporting by the city. This report will include updated crash data and implementation and status of each recommended mitigation effort. This will provide ongoing progress and performance measurement over time. This performance measurement can be completed annually and posted on the project website.

6. PUBLIC ENGAGEMENT

- A. Public Engagement Plan: We will prepare a holistic, coordinated, and strategic communications and community engagement plan that supports and aligns with the development and implementation of the New Brighton SS4A Action Plan. These activities will build off the engagement activities that were conducted for the Comprehensive Plan in 2019 and the Silver Lake Road Visioning Study in 2023.

The plan will detail the actions and activities needed to build community awareness around the Plan and inspire participation from the under-represented audiences. WSB will gather and summarize public input related to traffic safety in the City, ensuring the creation of a unified, equitable, and implementable safety action plan that meets the unique needs and capacities of all residents.
- B. Identifying Meaningful and Contextual Engagement Processes: Based on available documentation, insights from the project oversight team, safety planning teams, WSB will determine the goal of public outreach (informing vs. collaborating vs. empowering residents) to identify most effective ways of information sharing and feedback gathering.

This will also include making extra efforts to engage low-income and disadvantaged communities and providing translation services where necessary.

- C. Public Engagement Tactics: WSB will identify and organize opportunities to share information and gather feedback like focus group sessions, pop-up events, exhibitions, and other community events would also be leveraged. The Summer Concert Series at Veterans Park would be a good opportunity. We will also encourage using existing communication channels and methods (websites, newsletters, radio, public access television channels, social media handles, etc.) to engage with community members.
- D. Deliverables: Communication deliverables (including brochures, factsheets, visually appealing maps, web based and social media content) will be developed, written in plain language, web accessible, ADA compliant, and meet all branding requirements and standards. Drafts will be coordinated and approved by city staff. Deliverables will be distributed to community leaders, New Brighton school district, organizations, businesses, and agencies for sharing. The final report will include details of the engagement, a timeline of activities, and how the stakeholder engagement plan and engagement tools achieved equitable and inclusive engagement.

7. DOCUMENTATION

- A. The draft of the Safety Action Plan will be developed and distributed to City staff. After a period of review and comment, another draft copy will be completed and distributed. Once all comments have been addressed a final Safety Action Plan will be completed and delivered to the city. All source files used during this project will be included with the final deliverables.

III. PROPOSED FEES, SCHEDULE, AND ACCEPTANCE

Services outlined in Paragraphs 1-7 above will be provided for an hourly not-to-exceed fee of \$197,140.

IV. SCHEDULE

We will work with the city to determine a mutually acceptable schedule including key deliverable dates.

ACCEPTANCE

This letter represents our entire understanding of the project scope. If the City of New Brighton is in agreement, the necessary contract documents can be provided and signed. WSB will start work upon receipt of a signed contract.

Sincerely,



Josh Maus, PE
Vice President of Traffic and Planning

City of New Brighton - SS4A Action Plan Proposal											
Detailed Cost Breakdown of Tasks											
	Project Manager	Project Advisor	Lead Safety Engineer	Traffic Engineer	Roadway Engineer	Multi-Modal Planner	Multi-Modal Engineer	Engagement Lead	Support Staff	Total Hours	Total Cost
Phase / Activity									Total		
Task 1: Project Management and Meetings	38	4	14	0	4	0	4	4	12	80	\$17,740
Day to day project management	12	2								14	\$3,680
Kick-off meeting	2	2	2							6	\$1,540
Project meetings with City staff (up to 4)	8		8		4		4	4	8	36	\$6,960
City Council workshops (up to two)	4		4						4	12	\$2,440
Monthly invoices and progress reports	12									12	\$3,120
Task 2: Data Collection	0	0	6	20	0	0	0	0	0	26	\$5,180
Crash data			4	16						20	\$3,960
City plans, policy, programs			2	4						6	\$1,220
Task 3: Safety and Traffic Analysis	12	0	20	72	0	0	0	0	72	176	\$30,040
Crash rates	4		8	40					40	92	\$15,280
High crash locations	4		4	24					24	56	\$9,400
Contributing factors analysis	4		8	8					8	28	\$5,360
Task 4: Concept Development and Analysis	12	0	20	64	8	8	8	0	80	200	\$33,960
Identify strategies and improvements	4		8		8	8	8			36	\$7,360
Operations analysis	4		8	40					40	92	\$15,280
Benefit-cost analysis	4		4	24					40	72	\$11,320
Task 5: Recommendations	24	12	48	88	4	0	4	0	96	276	\$50,400
Projects	8	2	8		4		4			26	\$6,000
Demonstration projects (up to 3)	8	8	16	80					80	192	\$32,800
Implementation plan	8	2	24	8					16	58	\$11,600
Task 6: Public Engagement	12	0	20	16	8	0	8	96	48	208	\$33,000
Public engagement plan	2		4					16	8	30	\$4,640
Public engagement events	8		8	8				40	40	104	\$15,840
Preparation of materials	2		8	8	8		8	40		74	\$12,520
Task 7: Documentation	16	6	32	6	0	6	0	4	32	102	\$19,820
Draft SS4A Plan	12	4	24	4		4		4	24	76	\$14,680
Final SS4A Plan	4	2	8	2		2			8	26	\$5,140
Total Hours	114	22	160	266	24	14	24	104	340	1068	
Hourly Rates	\$260	\$280	\$230	\$190	\$180	\$180	\$200	\$140	\$120		
Labor	\$29,640.00	\$6,160.00	\$36,800.00	\$50,540.00	\$4,320.00	\$2,520.00	\$4,800.00	\$14,560.00	\$40,800.00	\$190,140.00	
Demonstration Project and Engagement Expenses											\$7,000.00
Total WSB Fee											\$197,140.00



Agenda Section:	Consent Agenda
Meeting Date:	June 23, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Resolution and Approve Agreement Regarding State Funded Program For IIJA Discretionary Grant Assistance Terms And Conditions SP No. 147-589-001

Action Requested: Motion

Form of Action: Resolution

Votes Needed: 3 Votes

Summary Statement:

This Grant Agreement is intended to provide dedicated funding from the State to cover the local share of a federal grant for a transportation-related purpose.

Recommendations:

Approve the attached resolution which includes:

1. The Mayor and City Manager are hereby authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.
2. The Director of Community Assets and Development will serve as the Grantee's Authorized Representative and is responsible for Grant related payments and actions.

Applicable Deadlines:

NA

Community Impact:	Support of this grant will include recommended safety or mobility improvements in New Brighton.
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Legislative History:	6/23/2026 Consent Item related to selection of consulting services.
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Strategic Priority:	<u>City Assets</u>
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Fiscal Impact:	Financial Consideration?	No <u>YesX</u>
	Revenue/Expenditure Amount:	\$40,000
	Financing Source:	Grant to cover local share
	Notes:	

Attachments:	1.	RESOLUTION REGARDING STATE FUNDED PROGRAM FOR IJJA DISCRETIONARY GRANT ASSISTANCE TERMS AND CONDITIONS SP NO. 147-589-001
	2.	147-589-001IJAMatchAgreeDRAFT
	3.	147-589-001IJAMatchFundLtr

Resolution No. 2026-

State of Minnesota
County of Ramsey
City of New Brighton

RESOLUTION REGARDING STATE FUNDED PROGRAM FOR IIJA DISCRETIONARY GRANT ASSISTANCE TERMS AND CONDITIONS SP NO. 147-589-001

WHEREAS, the City of New Brighton has applied to the Commissioner of Transportation for a grant from the State Program for IIJA Assistance; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$40,000.00 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that the City of New Brighton does hereby agree to the terms and conditions of the grant consistent with Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a), and will pay any additional amount by which the cost exceeds the estimate and will return any amount appropriated for the project but not required. Additionally:

1. The Mayor and City Manager are hereby authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.
2. The Director of Community Assets and Development will serve as the Grantee's Authorized Representative and is responsible for Grant related payments and actions.

Adopted this 23rd 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

**STATE OF MINNESOTA
FEDERAL TRANSPORTATION GRANTS TECHNICAL ASSISTANCE
AND IIJA DISCRETIONARY MATCH
GRANT AGREEMENT**

This Grant Agreement (the “Agreement”) is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:

City of New Brighton
803 Old Highway 8 NW
New Brighton, MN 55112
Contact: Craig Schlichting

RECITALS

1. General Funds were appropriated to provide grants for technical assistance to a requesting local unit of government that seeks to submit an application for a federal discretionary grant for a transportation-related purpose in Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a).
2. General Funds were appropriated to make state funded grants to a federal grant recipient in Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a).
3. Grantee has been awarded Federal Transportation Grants Technical Assistance or IIJA Discretionary Grant Match funds in session law as noted above.
4. Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of State. Pursuant to [Minn. Stat. § 16B.98](#), Subd. 1, Grantee agrees that administrative costs must be necessary and reasonable as a condition of this Agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. § 16B.98](#), Subd. 5. As required by [Minn. Stat. § 16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State’s Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on **December 31, 2029**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; and Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

2 Grantee’s Duties

- 2.1 Grantee will conduct activities in accordance with its grant application, or in the case of legislatively selected projects, in accordance with the enabling session law. Collectively, activities set forth in the grant project application and/or the enabling session law will be referred to as the “Project”. See Exhibit B.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn. Stat. § 16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this

agreement, or their successors in office.

3 Time

3.1 Grantee must comply with all the time requirements described in this Agreement. In the performance of this grant Agreement, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** State will pay for all services performed by Grantee under this Agreement as follows:

4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.38. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.

4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.

4.1.3 **Total Obligation.** The total obligation of State for all compensation and reimbursements to Grantee under this Agreement will not exceed **\$40,000.00**.

4.2 Payment

4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this Agreement. State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and State's Authorized Representative accepts the invoiced services.

4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this Agreement as required by Minn. Stat. § 16A.124. State will make undisputed payments no later than thirty (30) days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten (10) days of discovering the error. After State receives the corrected invoice, State will pay Grantee within thirty (30) days of receipt of such invoice.

4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.2.4.1 State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven (7) calendar days of notice prior to any monitoring visit or financial reconciliation.

4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.2.5 **Unexpended Funds.** Grantee must promptly return to State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to State.

4.2.6 **Closeout.** State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, Subd. 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

5 Conditions of Payment

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

6 Authorized Representatives

6.1 State's Authorized Representative is:

Marc Briese,
Programs Manager,
MnDOT State Aid Office
395 John Ireland Boulevard, MS 500
St. Paul, MN 55155
Office: 651-366-3802
marc.briese@state.mn.us

or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Craig Schlichting, P.E.
Director Community Assets and Development
City of New Brighton
803 Old Highway 8 NW
New Brighton, MN 55112
651-638-2056
Craig.schlichting@newbrightonmn.gov

If Grantee's Authorized Representative changes at any time during this Agreement, Grantee will immediately notify State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

- 7.1 **Assignment.** Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this 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 agreement, or their successors in office.
- 7.3 **Waiver.** If State fails to enforce any provision of this Agreement, that failure does not waive the provision or State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This Agreement contains all negotiations and agreements between State and Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 **Certification.** By signing this Agreement, Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 Liability

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. § 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this Agreement or transaction, are subject to examination by State and/or the State

Auditor or Legislative Auditor, the Attorney General, as appropriate, for a minimum of six (6) years from the end of this 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. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices

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

11 Workers' Compensation

Grantee certifies that it is in compliance with [Minn. Stat. § 176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. 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 State's obligation or responsibility.

12 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13 Termination; Suspension

13.1 Termination by the State. State may terminate this Agreement with or without cause, upon thirty (30) days' written notice to Grantee. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. If funding is canceled, withdrawn, or terminated, State may suspend its performance until funding is restored. Suspension of performance does not release State from its obligations under the agreement.

13.2 Termination for Cause. State may immediately terminate this grant Agreement if State finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. 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.

13.3 Termination for Insufficient Funding. State may immediately terminate this Agreement if:

13.3.1 It does not obtain funding from the Minnesota Legislature; or

13.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to Grantee. State is not obligated to pay for any services that are provided after notice and effective date of termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. State will provide the Grantee notice of the lack of funding within a reasonable time of State's receiving that notice.

13.4 Suspension. State may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, 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 Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

- 15 **Fund Use Prohibited.** Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent Grantee from utilizing these funds to pay any party who might be disqualified or debarred after Grantee's contract award on this Project.
- 16 **Discrimination Prohibited by Minnesota Statutes § 181.59.** Grantee will comply with the provisions of Minn. Stat. § 181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
- 17 **Limitation.** Under this Agreement, State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. State may provide technical advice and assistance as requested by Grantee, however, Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
- 18 **Additional Provisions**
- 18.1 **Prevailing Wages.** Grantee agrees to comply with all of the applicable provisions contained in Minn. Stat. Chapter 177, and specifically those provisions contained in Minn. Stat. § 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the Project.
- 18.2 **E-Verification.** Grantee agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.
- 18.3 **Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this Agreement, Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this Agreement.
- 18.4 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in Exhibit A, Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-

compliance as determined by State.

18.5 Use, Maintenance, Repair and Alterations. The Grantee shall not, without the written consent of the State and the Commissioner, (i) permit or allow the use of any of the property improved with these grants funds (the “Real Property”) for any purpose other than in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If Grantee fails to maintain the Real Property in accordance with this Section, State may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and Grantee irrevocably authorizes State to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by State shall be at its sole discretion, and nothing contained herein shall require State to take any action or incur any expense and State shall not be responsible, or liable to Grantee or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by State pursuant to this Section shall be due and payable on demand by State and will bear interest from the date of payment by State at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

18.6 Grant Administrator and Organizational Leadership Contact Information. Pursuant to [Minn. Stat. § 16B.98](#), Subd. 5(d), if grantee has a website, the names and contact information for the grant administrator(s) and organization’s leadership must be clearly published.

[The remainder of this page has intentionally been left blank.]

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Kari Niedfeldt-Thomas

Title: Mayor

Date: _____

By: _____

Devin Massopust

Title: City Manager

Date: _____

DEPARTMENT OF TRANSPORTATION

Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05

By: _____

State Aid Programs Manager
(with delegated authority)

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with	
2023 State IIJA Match Funds (SAAS Acct 426)	\$40,000.00	State IIJA Match Funds:	
		Federal discretionary grant associated with safe streets for all planning	\$40,000.00
Other:			
Subtotal	\$40,000.00	Subtotal	\$40,000.00
Public Entity Funds:		Items paid for with Non-	
Matching Funds		State IIJA Match Funds:	
Other:			
Federal Funds (IIJA SS4A direct recipient grant)	\$158,989.00	Federal discretionary grant associated with safe streets for all planning	\$158,989.00
Subtotal	\$158,989.00	Subtotal	\$158,989.00
TOTAL FUNDS	\$198,989.00	TOTAL PROJECT COSTS	\$198,989.00

EXHIBIT B

GRANT APPLICATION

Attach the grant application for the project

EXHIBIT C

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

Resolution No. 2026-

State of Minnesota
County of Ramsey
City of New Brighton

RESOLUTION REGARDING STATE FUNDED PROGRAM FOR IJA DISCRETIONARY GRANT ASSISTANCE TERMS AND CONDITIONS SP NO. 147-589-001

WHEREAS, the City of New Brighton has applied to the Commissioner of Transportation for a grant from the State Program for IJA Assistance; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$40,000.00 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that the City of New Brighton does hereby agree to the terms and conditions of the grant consistent with Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a), and will pay any additional amount by which the cost exceeds the estimate and will return any amount appropriated for the project but not required. Additionally:

1. The Mayor and City Manager are hereby authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.
2. The Director of Community Assets and Development will serve as the Grantee's Authorized Representative and is responsible for Grant related payments and actions.

Adopted this 23rd 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

June 11, 2026

Craig Schlichting
New Brighton City Engineer
803 Old Hwy 8 NW
New Brighton, MN 55112

In reference to:
Infrastructure Investment and Jobs Act (IIJA) Match Grant
State Aid Accounting System Account No. 426 (2023 State IIJA Match General Funds)
MnDOT Grant Agreement No. 1058264
SAP 147-589-001

Dear Mr. Schlichting,

You are now authorized to advance the status of this project. This project is eligible for state matching costs required for a federal discretionary grant associated with safe streets for all planning in the City of New Brighton, as documented in the “state funded professional/technical force account agreement” dated 6/10/2026. Note that the federal funds will be administered separately through the Federal Highway Administration (FHWA) as a direct recipient.

This state IIJA match funding requires the execution of a MnDOT grant agreement before the IIJA matching funds can be authorized. Following this funding letter, I will request that Mohamed Farah from State Aid Finance requisition the funds in the state aid accounting system. Since the total project cost is known, he will then issue a letter with the final funding determination for use in the grant agreement. This is called the “encumbrance letter.” Since the funding summary in the encumbrance letter will match the funding summary in this funding letter, feel free to get started on the draft agreement after receipt of this funding letter.

Eligible costs incurred after the date of this funding letter will ultimately be eligible for reimbursement, however the MnDOT grant agreement must be fully executed before the grant can be authorized, and **the grant agreement should be fully executed before work begins on the project.** Please contact me if this will be an issue.

The MnDOT agreement number is 1058264 and should be included in the upper right corner of the IIJA match grant agreement. Please submit a draft agreement to Olga Kruglova (olga.kruglova@state.mn.us) from my office for review prior to obtaining local agency signatures. Then submit a pdf of the grant agreement with local agency signatures to Ms. Kruglova for approval and final execution. The templates for the 2023 IIJA match general fund grant agreement and resolution can be found on the state aid website. During this project, you will need to work with the District State Aid Engineer on submitting and approving documentation and state aid pay requests for reimbursement of eligible state IIJA matching funds related to this work.

IMPORTANT: Since the federal funds and state IIJA match funds are being administered by two different agencies – FHWA and MnDOT, respectively – when you are requesting payment of state IIJA match funds from MnDOT via state aid pay request, we will require the city to include Federal Aid pay request and proof of payment from FHWA as documentation. This will help avoid FHWA and MnDOT accidentally making double payments. Reimbursement of state IIJA match funds will be up to 20% of the federally eligible request, up to the maximum IIJA state grant amount.

Project Estimate

2023 State IIJA Match Funds (SAAS Acct 426) – Engineering	\$	40,000.00
Federal Funds (IIJA SS4A direct recipient grant)	\$	158,989.00
Total	\$	198,989.00

Sincerely,

Marc Briesse
State Aid Programs Manager

copy: Dan Erickson, Metro District State Aid Engineer
Brandon Anderson, Metro District Assistant State Aid Programs Engineer
Federal Highway Administration Minnesota Division [email to Minnesota.FHWA@dot.gov]
Elisa Bottos, State Aid Project Delivery Engineer
Chris Nobach, State Aid Special Programs and Project Development Engineer
Mohamed Farah, State Aid Finance
Olga Kruglova, State Aid Programs



Agenda Section:	Consent Agenda
Meeting Date:	June 23, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of 2026 Master Labor Agreement between Law Enforcement Labor Services Local No. 628 and the City of New Brighton

Action Requested: Motion: X

Form of Action: Contract/Agreement : X

Votes Needed: 3 Votes: X

Summary Statement:

- Deputy Directors are represented by LELS Local No. 628. This is a newly formed union, and does not currently have a Master Labor Agreement.
- Management and labor met three times this spring to discuss the labor agreement, with most conversations focused on wages, holidays, and sick leave. Both parties are satisfied with the proposed agreement.
- A summary of the most significant revisions is below, with a version of the new contract showing tracked changes for key topics discussed during negotiations attached.
 - Wages reflect a 4% COLA and 2% Market Adjustment increase in 2026 (Article 16.1)
 - Employees will contribute 1% of their annual income into a City-selected post-retirement insurance program (16.2)
 - Employer will pay 75% of the premium of a 90-day qualifying period of long-term disability if the employee notifies their desire to participate in the plan (Article 13.5)
 - MN Paid Leave - employee pays 50%, the employer pays

	50% of the premium (Article 13.6) ○ Employees will be provided with uniforms and equipment (Article 14) ○ Vacation accrual shall not exceed 260 hours, any hours over 260 will be lost by the end of the calendar year. (Article 18) ○ Holiday hours are 104 hours, including 1 floating holiday (Article 20) ○ Parental leave granted for parents up to 80 hours (Article 21) ○ Employees will receive their regular pay and benefits while attending jury duty (Article 22) ○ Employees shall receive working out of class pay when assigned to act as the chief law enforcement officer (Article 23) ● Financial impacts will be incorporated into the 2026 budget
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Recommendations:	Approve 2026 Master Labor Agreement between LELS Local No. 628 and the City of New Brighton
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Applicable Deadlines:	N/A
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Community Impact:	Collective bargaining unions allow employees to negotiate wages, benefits, and workplace safety.
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Legislative History:	4/2/2026, 5/7/2026, 6/2/2026 - Representatives from management and Union met to discuss 2026-2027 labor agreement
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Strategic Priority:	<u>N/A: X</u>
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Fiscal Impact:	Financial Consideration?	No <u>Yes</u>
	Revenue/Expenditure Amount:	Included in 2026 budget cycle
	Financing Source:	<u>Budgeted: X</u>
	Notes:	

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Attachments:	<table><tr><td>1.</td><td>Agreement</td></tr></table>	1.	Agreement
1.	Agreement		



MASTER LABOR AGREEMENT

BETWEEN

THE CITY OF NEW BRIGHTON

AND

LAW ENFORCEMENT LABOR SERVICES, INC
LOCAL NO. 628

January 1, 2026, through December 31, 2026

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ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the CITY OF NEW BRIGHTON, hereinafter called EMPLOYER, and LAW ENFORCEMENT LABOR SERVICES, INC., Local No. 628 hereinafter called the UNION.

It is the intent and purpose of this AGREEMENT to:

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

ARTICLE 2- RECOGNITION

- 2.1 The EMPLOYER recognizes Law Enforcement Labor Services, Inc. as the exclusive representative, as certified by the Minnesota Bureau of Mediation Services, Case No. 26PCE0426.

All essential employees in the job classification of Public Safety Deputy Director employed by the New Brighton Department of Public Safety, City of New Brighton, Minnesota, who are public employees within the meaning of Stat. 179A.03, subd. 14, excluding confidential and supervisory employees within the meaning of Minn. Stat. 179A.03, subd. 4 and 17, and all other employees.

- 2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.
- 2.3 Employees covered under this AGREEMENT are considered exempt employees and as such are not eligible for overtime purposes.

ARTICLE 3 - DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc., Local No. 628.
- 3.2 UNION MEMBER: An employee who is a member of Law Enforcement Labor Services, Inc., Local No. 628.
- 3.3 EMPLOYEE: An employee whose classification is within the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The City of New Brighton Public Safety Department.
- 3.5 EMPLOYER: The City of New Brighton.
- 3.6 DIRECTOR: The Director of the City of New Brighton Public Safety Department

- 3.7 UNION OFFICER: Officer elected or appointed by the LAW ENFORCEMENT LABOR SERVICES, INC., Local No. 628.
- 3.8 SCHEDULED SHIFT: A consecutive work period including rest breaks and a meal break.
- 3.9 REST BREAKS: Two periods of fifteen minutes each during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.10 MEAL BREAK: A thirty minute period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 3.12 GRIEVANCE: A dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

ARTICLE 4 - EMPLOYER SECURITY

- 4.1 No EMPLOYEES shall cause, encourage, participate in or support any strike, slow-down, or other interruption of or interference with the normal functions of the EMPLOYER.

ARTICLE 5 - EMPLOYER AUTHORITY

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

ARTICLE 6 - UNION SECURITY

- 6.1 The EMPLOYER shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly UNION dues. Such monies shall be remitted as directed by Law Enforcement Labor Services, Inc. Deductions shall begin within thirty (30) days of receipt by the EMPLOYER of the authorization and deductions shall be remitted to Law Enforcement Labor Services, Inc. within thirty (30) days of the deduction.
- 6.2 The UNION may designate two (2) employees from the bargaining unit to act as Stewards and one (1) alternate and shall inform the EMPLOYER in writing of such notice and changes in the positions of Stewards and/or alternates.

- 6.3 The EMPLOYER shall make space available on the employee bulletin board the posting of UNION notice(s) and announcement(s).
- 6.4 Law Enforcement Labor Services, Inc. shall indemnify the Employer for any successful employee claim for unauthorized employer deduction made by relying on Law Enforcement Labor Services, Inc.'s submission of membership authorizations or certification or regarding the employee's authorization for the dues deduction or for any successful employee claim for unauthorized employer deductions by relying on information from Law Enforcement Labor Services, Inc. regarding changing or canceling dues deductions including any reasonable attorney fees and litigation costs.

ARTICLE 7- EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE

7.1 Union Representatives:

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

7.2 Processing of a Grievance

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

7.3 Procedure

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

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

Step 2 within ten (10) calendar days after the Supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

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

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

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

7.4 Waiver

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

7.5 Choice of Remedy

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

appeal through Step 4 of ARTICLE 7.

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

Arbitrator's Authority

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

ARTICLE 8- SAVINGS CLAUSE

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

ARTICLE 9 - SENIORITY

- 9.1 Seniority shall be determined by the EMPLOYEE'S length of continuous time in grade as a Deputy Director with the Police Department, except as provided for in Section 9.3. Such seniority will be posted in an appropriate location. Seniority rosters may be maintained by the Director on the basis of time in grade and time within specific classifications.

- 9.2 The probationary period shall be six (6) months in length. During the probationary period a newly promoted employee may be reduced in rank at the sole discretion of the EMPLOYER.
- 9.3 A reduction in the workforce will be accomplished on the basis of seniority. For the purposes of this section, seniority shall be considered on the basis of full time employment in the Department of the EMPLOYER. Employees shall be recalled from layoff on the basis of seniority. An EMPLOYEE on layoff shall have an opportunity to return to work within twelve (12) months of the time of the EMPLOYEE'S layoff before any new EMPLOYEE is hired.
- 9.4 Senior employees will be given preference with regard to transfer and, job classification assignments ~~and promotions~~ when the job relevant qualifications of employees are equal.

ARTICLE 10 - DISCIPLINE

- 10.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
- a) Oral reprimand
 - b) written reprimand
 - c) unpaid suspension
 - d) demotion, or
 - e) discharge.
- 10.2 Suspensions, demotions and discharge will be in written form.
- 10.3 Written reprimands, notices of suspension, notices of demotion, and notices of discharge which are to become part of any employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the UNION will receive a copy of such reprimand and/or notice.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 10.5 Employees will not be questioned concerning an investigation that may result in disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such questioning.
- 10.6 Grievances relating to this ARTICLE shall be initiated by the UNION in Step 3 of the grievance procedure under ARTICLE 7.
- 10.7 Discharges will be preceded by a five-day (5) suspension without pay.

ARTICLE 11- CONSTITUTIONAL PROTECTION

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

ARTICLE 12 - WORK SCHEDULES

- 12.1 The provisions outlined in this Article regarding work schedules shall be administered in accordance with Section 8 of the City of New Brighton's Employee Handbook. The EMPLOYEE and EMPLOYER shall refer to Section 8 of the City's Employee Handbook for additional guidance, scheduling practices, and applicable procedures.

ARTICLE 13 - INSURANCE*

- 13.1 Effective 1/01/26, The EMPLOYER will contribute \$1,087/month for EMPLOYEES requesting single health insurance, \$1,661/month for EMPLOYEES requesting single +1 coverage, and \$1,878/month for EMPLOYEES requesting and qualifying for dependent (family) coverage for the policy period January 1, 2026, to December 31, 2026. EMPLOYEES that participate in the City of New Brighton Health Savings Account Program (HDHP-HSA Health Insurance Plan or Equivalent) will receive an (Per IRS regulations) annual deductible contribution from the City. The EMPLOYER will deposit the deductible into the EMPLOYEE'S Health Savings Account in equal installments each month with deposits made on the first payroll of each month. All EMPLOYEE'S will receive a maximum HSA contribution of \$1,500.00 per year for single coverage, \$1,650 for single coverage on the \$8,500 high deductible plan, \$2,300.00 per year for single+1 coverage, \$3,300 for single +1 coverage on the \$17,000 plan, \$2,300.00 per year for family coverage and \$3,800 for family coverage on the \$17,000 plan from the City and based upon the EMPLOYEES continued enrollment in the City's HDHP-Health Savings Account Insurance Plan. The EMPLOYER will fund the start-up fee and all monthly fees associated with the Health Savings Account (HSA) for those EMPLOYEES participating in the Health Savings Account (HSA).

For those employees that elect coverage under the highest deductible plan (\$8,500/\$17,000), the City will contribute the monthly cost of an accident coverage plan.

- 13.2 Employees shall be eligible to participate in the EMPLOYER'S cafeteria benefits program which shall include the Employer's health insurance program.
- 13.3 Employees shall have the option to opt out of health insurance, provided proof of insurance coverage is provided from the other insurance carrier. The City will pay \$350/month to employees opting out, which would be eligible to be used within the cafeteria benefits program.
- 13.4 Optional benefits. EMPLOYEES may utilize any EMPLOYER monetary contributions available after health insurance premiums are satisfied per Article 13 for the purpose of selecting additional benefits, from the City's cafeteria benefits program. Employees shall receive remaining resources in the form of cash, which can then be directed to desired benefits provided.
- 13.5 Long Term Disability Option. The EMPLOYER will pay 75% of the premium of a 90 day qualifying period of a city sponsored long term disability plan if the EMPLOYEE notifies the EMPLOYER of their desire to participate in the plan
- 13.6 MINNESOTA PAID FAMILY AND MEDICAL LEAVE. Under Minn. Stat. Chapter 268B and the parties have agreed to adhere to the requirements of the Family Medical Benefit Insurance Program. As provided in Minn. Stat. 268B.14 Subd. 3, the EMPLOYER shall pay 50% of the premium and each employee shall pay 50% of the total premium through a deduction in their wages. In accordance with Minn. Stat. 268B.14 Subd.1, payment is calculated on the taxable wages the employer pays to employees in covered employment.

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

ARTICLE 14- UNIFORMS

- 14.1 EMPLOYER will provide uniforms and associated equipment as needed to perform and all functions and duties of the job.

ARTICLE 15- INJURY ON DUTY

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

ARTICLE 16 - WAGE RATES AND STEP SYSTEM

- 16.1 The following monthly wage rates shall be Effective January 1, 2026 - December 31, 2026 reflecting a 4% COLA and 2% market adjustment increase in 2026. See wage table below.

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
<u>2026</u>	<u>\$10,762</u>	<u>\$11,112</u>	<u>\$11,472</u>	<u>\$11,846</u>	<u>\$12,230</u>	<u>\$12,628</u>	<u>\$13,038</u>	<u>\$13,462</u>	<u>\$13,900</u>

Effective January 1, 2026, wage rates for incoming Deputy Directors will be the next highest STEP based on current wages including specialty pay.

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

ARTICLE 17 - EDUCATION AND LICENSE REIMBURSEMENT

- 17.1 The City shall directly pay or reimburse for any educational classes per Section 30 (Tuition Reimbursement) of the City's Employee Handbook.
- 17.2 The EMPLOYER will pay P.O.S.T. License fees for all employees requiring such license.

ARTICLE 18 - VACATIONS

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

VACATION ACCRUAL

Hours of Vacation Per
Years of Employment

Year of Full Time Service

<u>0-3 years</u>	<u>80</u>
<u>4-5 years</u>	<u>88</u>
<u>6-10 years</u>	<u>120</u>
<u>11 years</u>	<u>128</u>
<u>12 years</u>	<u>136</u>
<u>13 years</u>	<u>144</u>
<u>14 years</u>	<u>152</u>
<u>15 years</u>	<u>160</u>
<u>20 years</u>	<u>180</u>
<u>21 years</u>	<u>184</u>
<u>22 years</u>	<u>188</u>
<u>23 years</u>	<u>192</u>
<u>24 years</u>	<u>196</u>
<u>25 years</u>	<u>200</u>

- 18.2 Vacation accrual shall not exceed **260** hours. Any hours over the **260** maximum accrual limit will be lost at the end of the calendar year (December 31), unless special exception is granted by the City Manager.
- 18.3 An employee leaving the municipality's service in good standing [per the City of New Brighton Employee Handbook](#), and after giving proper notice of separation, shall be compensated for up to 260 hours of accrued vacation leave.

ARTICLE 19- SICK LEAVE

- 19.1 Rate of Accrual. Sick leave with pay shall be accrued by permanent full-time employees up to [a maximum of](#) 96 hours per year.
- 19.2 Use Restricted. Paid sick leave shall be granted only to those employees who have accrued sick leave time.
- 19.3 Purpose. Sick leave shall not be considered as a privilege which an employee may use at his or her discretion but shall be allowed in case of necessity and actual illness, legal quarantine, or disability of the employee or to receive dental or medical care or other sickness preventative measures approved by the City Manager.
- 19.4 Use for Funerals/Illness in Family. Employees may use up to twenty-four (24) hours of paid funeral leave to attend the funeral of a family member (see definition of family members in Section 3 of the City's Employee Handbook).

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

- 19.5 Notice. In order to be eligible for sick leave with pay an employee must notify the on- duty supervisor or department head not less than two (2) hours prior to the beginning of the employee's work day, and shall keep the department head informed of the employee's ability to return to work if the absence is more than three (3) days duration.
- 19.6 Substantiation. Proof to support sick leave shall be required as follows:
- A. Reasonable documentation as provided in Minn Stat. 181.9447, or other applicable state and Federal laws, may be required for any sick leave taken after three (3) consecutive days.
 - B. An employee who has been unable to work for a period of time because of illness or accident, may be required, before being permitted to return to work, to provide medical evidence that the employee is again able to perform all essential duties of the job in a competent manner and without hazard to the employee or others.
 - C. The City Manager may require a medical examination deemed necessary before or during an approved utilization of sick leave. Any required examination shall be paid by the Employer.
- 19.7 When Denied. No sick leave shall be allowed for illness, injury or physical inability resulting from misconduct on the job except as provided in Section 15 (Sick/Funeral Leave) of Employee Handbook. No additional time off will be allowed for any holidays occurring during an employee's sick leave account. No sick leave benefits of any kind shall be granted after the termination of employment.
- 19.8 Effect on Accumulation. Employees using sick leave shall be considered to be working for the purpose of accumulating additional vacation leave or sick leave. Only days which the employee would normally have worked shall be charged against the employee's sick leave account.
- 19.9 Maximum Accrual. Sick leave may be accumulated to a maximum of one thousand forty (1040) hours.
- 19.10 Post Retirement Health Savings Account-
- EMPLOYEES terminating in good standing per the City of New Brighton Employee Handbook and having completed twenty (20) or more years of service with the City and has having accrued sick leave in his/her account, shall be eligible to receive the following contribution by the Employer into the Employee's post-retirement health saving account plan, subject to the provisions of such plan.
- 75% (961 hours to 1040 hours)
 - 70% (960 hours to 921 hours)
 - 65% (920 hours to 881 hours)
 - 60% (880 hours to 761 hours)
 - 50% (760 hours to 0 hours)
- 19.11 Employees departing the City in good standing per the City of New Brighton Employee Handbook with at least ten (10) years of service— shall direct 40% of their accrued sick leave pay (up to four hundred sixteen (416) hours) to be deposited into a post-retirement health

savings account.

- 19.12 Abuse. Claiming sick leave when [one does not meet the eligibility requirements for sick leave](#) may be cause for disciplinary action, including transfer, suspension, demotion, or dismissal.

ARTICLE 20 - HOLIDAYS

- 20.1 Employees shall be entitled to 104 hours of holiday per year; [in accordance with Section 13.1 of the City of New Brighton's Employee Handbook.](#)

Designated Holidays

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
The day following Thanksgiving
Christmas Eve
Christmas Day
[Floating Holiday](#)

ARTICLE 21 – PAID PARENTAL LEAVE

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

ARTICLE 22 – JURY DUTY

- 22.1 [Any employee who is required to appear in court as a juror or witness shall receive their regular pay and benefits while so engaged. Any fees that the employee may receive for such service shall be paid to the EMPLOYER excluding mileage](#)

ARTICLE 23 – WORKING OUT OF CLASSIFICATION

- 23.1. [Employees shall receive Working out of Class pay when assigned by the Employer to act as the chief law enforcement officer pursuant to the Minnesota Board of Peace Officer Standards and Training. Minnesota statute or rule, applicable local, state or federal law, or as otherwise required by the Employer.](#)

ARTICLE 24 - WAIVER

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

ARTICLE 25 - DURATION

- 25.1 This AGREEMENT shall be effective as of the first (1st) day of January 2026 and shall remain in full force and effect until the thirty-first (31st) day of December 2026.

ARTICLE 26 – INDEMNIFICATION

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

In witness whereof, the parties hereto have executed this AGREEMENT on this __day of _____ 2026.

FOR THE CITY OF NEW BRIGHTON

FOR LAW ENFORCEMENT LABOR SERVICES,
INC., LOCAL NO. 628

Devin Massopust
City Manager

Trevor Hamdorf
Union Steward

Kari Niedfeldt-Thomas
Mayor

Brad Krebsbach
Union Steward

Chad Worden
LELS Business Representative



Agenda Section:	Consent Agenda
Meeting Date:	June 23, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Change Order 1 and Final Payment Partial Payment 2 for City Project 25-9, 10th Street NW Culvert Replacement

Action Requested: Motion

Form of Action: N/A or Other

Votes Needed: 3 Votes

Summary Statement:

The purpose of this item is to approve Change Order 1, which includes the adjustment (increase) in contract costs relating to actual quantities installed with the project, and final payment to the contractor.

City Project 25-9, 10th Street NW consisted of the removal and replacement of the existing culverts beneath the access drive to 1465 10th Street NW (Garden View Apartments). The new culverts installed were upsized, which will lower the high water level and reduce flood impacts to the adjacent properties. The city received grant funding from the MPCA for the stormwater improvements. The remaining project costs will be paid for by Garden View ownership as agreed to in the sub-grant agreement.

Recommendations:

Approve Change Order 1 in the amount of \$83,427.10
Approve Final Payment in the amount of \$200,448.38

Applicable Deadlines:

None

Community Impact:	The pipe replacement will lower the HWL and help protect people and property while providing access to the adjacent apartments.
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Legislative History:	May 12, 2024 Accepted MPCA Planning Grant June 24, 2025 Accepted Implementation Grant, approved plans and specifications, and authorized advertisement for bids. August 26, 2025 Accepted bids and contract awarded to New Look Contracting, Inc.
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Strategic Priority:	<u>City Assets</u>
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Fiscal Impact:	Financial Consideration?	<u>Yes</u>
	Revenue/Expenditure Amount:	\$200,448.38
	Financing Source:	<u>Other</u>
	Notes:	Grant and Sub-Grant Agreement with Garden View. City not responsible for any costs.

Attachments:	1.	Change Order 1
	2.	Partial Payment 2 Final Payment

CHANGE ORDER 1
PROJECT 25-9, 10TH STREET CULVERT REPLACEMENT

PURPOSE/DESCRIPTION: This change order includes the adjustment (increase) in contract costs as a result of actual material quantities installed with the project.

ACTION:

THE FOLLOWING ESTIMATED QUANTITIES TO THE CONTRACT DOCUMENTS HAVE BEEN MODIFIED:

Item Number	Item Description	Unit	Bid Quantity	Bidding Unit Price	Bid Total Cost	Change Order Quantity	Anticipated Change Order Unit Price	Change Order Total Price	Net Cost
	Adjustment to original contract based on actual quantities	LS	0		\$0.00	1	\$83,427.10	\$83,427.10	\$83,427.10
SUBTOTAL									\$83,427.10

SUBTOTAL OF ADDED ITEMS	\$83,427.10
TOTAL OF DEDUCTED ITEMS	\$0.00
TOTAL OF CHANGE ORDER 1	\$83,427.10
ORIGINAL CONTRACT AMOUNT	\$674,469.50
PREVIOUS CHANGE ORDERS	\$0.00
CONTRACT PRICE PRIOR TO CHANGE ORDER	\$674,469.50
NET INCREASE OF CHANGE ORDER	\$83,427.10
NEW CONTRACT PRICE WITH CHANGE ORDERS	\$757,896.60
CHANGE IN CONTRACT TIME	NONE

APPROVED BY: _____
CRAIG G. SCHLICHTING, P.E. #41295
DIRECTOR OF COMMUNITY ASSETS AND DEVELOPMENT
CITY OF NEW BRIGHTON

DATE _____

APPROVED BY: _____
NEW LOOK CONTRACTING, INC.

DATE _____

APPROVED BY COUNCIL ACTION: JUNE 23, 2026



City of New Brighton
Department of Community Assets and Development

Project 25-9, 10th Street Culvert Replacement
City of New Brighton

Partial Payment 2 Final Payment
Date: June 16, 2026

Contractor: New Look Contracting, Inc.
14045 Northdale Boulevard
Rogers, MN 55374
Phone: (763) 241-1596

NO.	ITEM NUMBER	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT BID		PAYMENT		
					QUANTITY	COST	QUANTITY THIS PAYMENT	QUANTITY	COST
1	2021.501	MOBILIZATION	LUMP SUM	\$35,000.00	1	\$35,000.00	0.25	1	\$35,000.00
2	2101.501	CLEARING & GRUBBING	ACRE	\$67,500.00	0.29	\$19,575.00		0.32	\$21,600.00
3	2104.503	REMOVE WOODEN GUARDRAIL	LIN. FT.	\$6.00	150	\$900.00		150	\$900.00
4	2104.504	REMOVE BITUMINOUS PAVEMENT (P)	SQ. YD.	\$5.50	1,161	\$6,385.50	704	1,226	\$6,743.00
5	2104.503	REMOVE SEWER PIPE (STORM) - 48" CMP	LIN. FT.	\$26.00	200	\$5,200.00		200	\$5,200.00
6	2104.503	REMOVE CURB AND GUTTER	LIN. FT.	\$5.00	190	\$950.00		235	\$1,175.00
7	2105.607	COMMON EXCAVATION (P)	CU. YD.	\$26.00	1,350	\$35,100.00	406	2,050	\$53,300.00
8	2531.503	CONCRETE CURB & GUTTER DESIGN B612	LIN. FT.	\$50.00	190	\$9,500.00	480	480	\$24,000.00
9	2211.509	AGGREGATE BASE, CLASS 5	TON	\$25.00	277	\$6,925.00	675.70	675.70	\$16,892.50
10	2451.507	FINE FILTER AGGREGATE PIPE BEDDING	TON	\$28.00	404	\$11,312.00		614	\$17,192.00
11	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) - SPWEA230B	TON	\$150.00	106	\$15,900.00	140.58	140.58	\$21,087.00
12	2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C) - SPWEB230B	TON	\$140.00	141	\$19,740.00	122.40	122.40	\$17,136.00
13	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	\$11.00	58	\$638.00	58	58	\$638.00
14	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN. FT.	\$8.00	116	\$928.00	156	201	\$1,608.00
15	2511.509	RANDOM RIPRAP CLASS IV	TON	\$100.00	312	\$31,200.00	21.63	169.78	\$16,978.00
16	2563.601	TRAFFIC CONTROL	LUMP SUM	\$2,750.00	1	\$2,750.00	0.25	1	\$2,750.00
17	2573.503	FLOATATION SILT CURTAIN (MOVING WATER)	LIN. FT.	\$20.00	50	\$1,000.00		100	\$2,000.00
18	2573.503	SILT FENCE MACHINE SLICED	LIN. FT.	\$5.00	500	\$2,500.00			
19	2574.507	ORGANIC TOPSOIL BORROW (LV)	CU. YD.	\$65.00	37.00	\$2,405.00	60	60	\$3,900.00
20	2575.604	SEEDING, INCL SEED (MNDOT SEED MIX 35-241) AND FERTILIZER	SQ. YD.	\$5.00	1,106	\$5,530.00	245	245	\$1,225.00
21	2575.504	EROSION CONTROL BLANKET CATEGORY 25	SQ. YD.	\$3.00	926	\$2,778.00	2,547	2,547	\$7,641.00
22	2100.602	CONNECT TO EXISTING WATERMAIN	EACH	\$1,400.00	2	\$2,800.00		2	\$2,800.00
23	2100.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$3,000.00	2	\$6,000.00		3	\$9,000.00
24	2106.507	SELECT CLAY END CAP	CU. YD.	\$45.00	310	\$13,950.00		310	\$13,950.00
25	2104.502	SALVAGE AND REINSTALL SIGNS	EACH	\$625.00	2	\$1,250.00	2	2	\$1,250.00
26	2106.507	GRANULAR EMBANKMENT (CV)	CU. YD.	\$75.00	92	\$6,900.00		92	\$6,900.00
27	2106.601	DEWATERING AND WATER CONTROL	LUMP SUM	\$35,000.00	1	\$35,000.00		1	\$35,000.00
28	2106.507	TOPSOIL SALVAGE AND RESPREAD 6"	CU. YD.	\$60.00	42	\$2,520.00	169.05	169.05	\$10,143.00
29	2106.508	HAUL AND DISPOSE OF EXCESS MATERIAL (LV)	CU. YD.	\$24.00	1,258	\$30,192.00		1,258	\$30,192.00
30	2573.503	SEDIMENT CONTROL LOG TYPE FIBER	LIN. FT.	\$6.00	400	\$2,400.00	320	1,660	\$9,960.00
31	2575.523	RAPID STABILIZATION, METHOD 3	M GAL	\$1,000.00	2	\$2,000.00		5	\$5,000.00
32	2412.503	8' X 5' PRECAST CONCRETE BOX CULVERT	LIN. FT.	\$1,000.00	168	\$168,000.00		168	\$168,000.00
33	2412.502	8' X 5' PRECAST CONCRETE BOX CULVERT END SECTION	EACH	\$12,000.00	4	\$48,000.00		4	\$48,000.00
34	2461.501	LEAN CONCRETE MIX	CU. YD.	\$225.00	40	\$9,000.00		45	\$10,125.00
35	2554.603	GUARD RAIL	LIN. FT.	\$140.00	150	\$21,000.00	150	150	\$21,000.00
36	2503.503	6" PVC PIPE SEWER, 0'-10' DEPTH	LIN. FT.	\$49.00	348	\$17,052.00		357	\$17,493.00
37	2504.602	6" GATE VALVE	EACH	\$2,100.00	1	\$2,100.00		2	\$4,200.00
38	2104.503	REMOVE SEWER PIPE (SANITARY) - 6 INCH DUCTILE IRON PIPE	LIN. FT.	\$13.00	348	\$4,524.00		357	\$4,641.00
39	2104.503	REMOVE WATERMAIN - 6 INCH DUCTILE IRON PIPE	LIN. FT.	\$22.00	95	\$2,090.00		130	\$2,860.00
40	2504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN. FT.	\$85.00	95	\$8,075.00		130	\$11,050.00
41	2104.502	REMOVE MANHOLE	EACH	\$1,150.00	1	\$1,150.00		1	\$1,150.00
42	SPECIAL	BYPASS PUMPING	LUMP SUM	\$6,500.00	1	\$6,500.00		2.73	\$17,717.10
43	SPECIAL	TEMPORARY WATER SERVICE	LUMP SUM	\$16,000.00	1	\$16,000.00		1	\$16,000.00
44	SPECIAL	TEMPORARY ROAD EMBANKMENT	LUMP SUM	\$50,000.00	1	\$50,000.00	0.25	1	\$50,000.00
45	SPECIAL	ROAD SPEED BUMP	LUMP SUM	\$1,750.00	1	\$1,750.00	2.57	2.57	\$4,500.00

CONSTRUCTION COST				\$674,469.50		\$757,896.60	
Partial Payment 1				\$557,448.22	Change Order 1	\$83,427.10	ORIGINAL CONTRACT \$674,469.50
Partial Payment 2 Final Payment				\$200,448.38	CHANGE ORDER 1 \$83,427.10		\$83,427.10
Total				\$757,896.60	TOTAL WORK TO DATE		\$757,896.60
					Less Retainage 0%		
					Sub-total		\$757,896.60
					Less Previous Payments		\$557,448.22
					PARTIAL PAYMENT 2 FINAL PAYMENT		\$200,448.38



Agenda Section:	Consent Agenda
Meeting Date:	June 23, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Ordinance 932: An ordinance to make multiple minor updates to the City’s Zoning Code (new zoning code clean up #2).

Action Requested: Motion

Form of Action: Ordinance

Votes Needed: 3 Votes

Summary Statement:	Upon completion of the new zoning code in 2025, staff informed all parties that the new code would be monitored over the course of the first year, and that staff would return with minor updates as needed to address issues as they arose. Ordinance 932 is the second set of minor updates proposed to address issues identified by staff following seven months of use.
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Recommendations:	The Planning Commission and staff are both recommending approval of Ordinance 932 as presented.
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Applicable Deadlines:	None -- city driven process
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Community Impact:	Minimal -- all updates are intended to add needed clarity, correct references, and eliminate inconsistencies. The only proposed policy changes are in relation to tent regulations in response to recommendation by the fire marshal.
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Legislative History:	Nov 2025: New zoning code goes into effect January 2026: First set of minor updates is approved June 2026: Second set of minor updates are now up for consideration
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Strategic Priority:	<u>N/A</u>
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Fiscal Impact:	Financial Consideration?	<u>No</u>
	Revenue/Expenditure Amount:	\$
	Financing Source:	<u>N/A</u>
	Notes:	

Attachments:	1.	Staff Report
	2.	Ordinance 932

STAFF Memorandum

Ordinance 932: AN ORDINANCE TO AMEND THE CITY OF NEW BRIGHTON ZONING ORDINANCE BY MAKING MULTIPLE SMALL CORRECTIONS DEEMED NEEDED FOLLOWING ADOPTION AND IMPLEMENTATION OF THE NEW ZONING CODE – Part 2

To: **Planning Commission**

From: Ben Gozola, *Assistant Director DCAD*

Meeting Date: **6-16-26**

INTRODUCTION

Upon completion of the new zoning code in 2025, staff informed all parties that the new code would be monitored over the course of the first year, and that staff would return with minor updates as needed to address issues as they arose. Ordinance 932 is the second set of minor updates proposed to address issues identified by staff following seven months of use.

SECTION 1:

- This section of Ordinance 932 would amend Section 4.5(M)(1) to add clarity to the provision that was lost in the update process. While the references were correct, the lack of explanation leaves the reader flipping back and forth between the sections to try and determine how they connect. The proposed minor updates should solve this problem.

SECTION 2:

- This section of the ordinance makes a reference correction.
- Within section 5.4(E)(16)(a), the reference that currently reads “Section 5.4(E)(15)” is being corrected to “Section 5.4(E)(16).”

SECTION 3:

- This section accidentally included reference information to the old code.
- Old code reference numbers after the title “Outdoor Storage” are being removed.

SECTION 4:

- The updates in section 4 became necessary due to identified inconsistencies between this language and Table 5-3, and the hiring of a new Fire Marshal who provided updated guidance on how the city should be treating temporary structures like the ones governed by this section.
- The first change was to only require a tent permit from the Fire Marshal if specific size requirements were met for tents with and without sides.
- We are also updating separation standards between tents to 10 feet (down from 20 feet).
- Side yard setbacks are slightly increased from 8 feet to 10 feet.
- And maximum calendar days were updated to 30 to match the figure in Table 5-3.

SECTION 5:

- In preparing the new code, there was extended discussion and thought during drafting as to whether lakeshore lots should treat the Ordinary High Water (OHW) level as the “front” of the lot as is common in lakeshore communities. Ultimately it was determined a change was unnecessary in this code, and road frontage was penned as the universal indicator of a lot’s “front.”
- This change is needed to remove remnant language from when the draft zoning code was contemplating making the OHW the lot front on lakeshore lots. We thought all such references had been removed, but this one was obviously missed.

RECOMMENDATIONS

The Planning Commission is asked to review the proposed updates, and make a recommendation to Council on whether to approve or deny the changes, or whether additional updates are needed.

ATTACHMENTS:

1. *Ordinance 932*

ORDINANCE NO. 932

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

**AN ORDINANCE TO AMEND THE CITY OF NEW BRIGHTON ZONING
ORDINANCE BY MAKING MULTIPLE SMALL CORRECTIONS DEEMED
NEEDED FOLLOWING ADOPTION AND IMPLEMENTATION OF THE NEW
ZONING CODE**

THE CITY OF NEW BRIGHTON ORDAINS:

SECTION 1. The City Council of the City of New Brighton hereby amends New Brighton Zoning Code, Section 4.5(M)(1), as follows:

(M) Multiple Occupancy Buildings (Other than Areas of Special Control)

- (1) Multiple occupancy buildings not displaying any wall signs, except for ~~these~~ [signs](#) allowed under Section 4.5(H), may have a single freestanding sign meeting the requirements of the underlying zoning district, or comply with the requirements of Section 4.5(H)(1) ~~for each business or suite.~~

SECTION 2. The City Council of the City of New Brighton hereby amends New Brighton Zoning Code, Section 5.4(E)(16), as follows:

- (16) Home occupations shall conform to the standards set forth in Section 5.4(E)(~~15~~[16](#)). These standards are intended to ensure that a home occupation is clearly secondary and incidental to the use of the dwelling unit for residential purposes and to ensure compatibility of the home occupation with the residential character of the neighborhood.

SECTION 3. The City Council of the City of New Brighton hereby amends New Brighton Zoning Code, Section 5.4(E)(21), as follows:

- (21) Outdoor Storage ~~[6-050(1) and 6-140(4)].~~

The remainder of 5.4(E)(21) is restated and incorporated herein unchanged.

SECTION 4. The City Council of the City of New Brighton hereby amends New Brighton Zoning Code, Section 5.5(E)(8), as follows:

(8) Tents, Canopies, Tarp Garages, and Similar Temporary Shelters

Tents, canopies, tarp garages, and similar temporary shelters may temporarily be erected subject to the following:

- (a) Must secure a tent permit from the Fire Marshal if one of the following standards is met:
 - (i) The tent has sides and is 400 square feet or larger in size; or
 - (ii) The tent does not have sides and is 700 square feet or larger in size.
- (b) Maintain a minimum clearance of ~~20~~ 10 feet from all other structures and tents;
- (c) Be a minimum of ~~eight~~ 10 feet from all side yards;
- (d) Be limited to two on a single parcel unless more are approved as part of an Outdoor Event License issued under the provisions of City Code Chapter 10, Article 16. Outdoor Event Licenses.
- (e) Not be erected for more than a total of ~~21~~ 30 days in any calendar year;

Subsections (f) through (i) are restated and incorporated herein unchanged.

SECTION 5. The City Council of the City of New Brighton hereby amends New Brighton Zoning Code, Section 3.7(E)(4)(a)(ii), as follows:

- (ii) **Side and Rear Setbacks.** Table 3-20 establishes minimum side and rear setback requirements for all structures in the mixed use districts. Front setbacks ~~(or rear setbacks in the case of lakeshore lots)~~ are not required; instead, the build-to requirements of Section 3.7(E)(4)(a)(i) above must be followed.

SECTION 6. **Effective Date**

This ordinance shall take effect upon its adoption by the city council, its publication in the city's official newspaper, and the completion of the listed conditions.

ADOPTED this 23rd day of June 2026, by the New Brighton City Council with a vote of ____ ayes
and ____ nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk



Agenda Section:	Consent Agenda
Meeting Date:	June 23, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider a resolution of summary publication for Ordinance 932.

Action Requested: Motion

Form of Action: Resolution

Votes Needed: 3 Votes

Summary Statement:	This resolution will allow the City to publish Ordinance 932 at a substantially reduced cost. Council is asked to review the summary to ensure it clearly communicates the changes being implemented in Ord 932.
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Recommendations:	Approval of the summary publication resolution for Ordinance 932.
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Applicable Deadlines:	None
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Community Impact:	None
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Legislative History:	Ordinance 932 was recommended for approval by the Planning Commission on 6-16-26
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Strategic Priority:	<u>N/A</u>
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Fiscal Impact:	Financial Consideration?	<u>No</u>
	Revenue/Expenditure Amount:	\$
	Financing Source:	<u>N/A</u>
	Notes:	

Attachments:	1.	Ord 932 Summary Publication Resolution
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RESOLUTION _____
CITY COUNCIL
CITY OF NEW BRIGHTON

**RESOLUTION AUTHORIZING PUBLICATION OF
ORDINANCE NO. 932 BY TITLE AND SUMMARY**

WHEREAS, the city council of the City of New Brighton has adopted Ordinance No. 932 an ordinance to amend the City of New Brighton zoning ordinance by making multiple small corrections deemed needed following adoption and implementation of the new zoning code; and

WHEREAS, the ordinance is lengthy; and

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

WHEREAS, the City Council believes that the following summary would clearly inform the public of the intent and effect of the ordinance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton, that the City Clerk shall cause the following summary of Ordinance No. 932 be published in the official newspaper in lieu of the entire ordinance:

Public Notice

The City Council of the City of New Brighton has adopted Ordinance No. 932 which makes several minor updates to the City's new Zoning Ordinance put into effect on November 3, 2025. Changes include adding language to clarify how two sections in the City's sign regulations relate, correcting references as needed, removing a remnant reference to the previous zoning code's numbering system, eliminating conflicting language on lakeshore yards, and updating regulations relating to temporary tents, canopies, tarp garages, and other similar structures. The full ordinance text is available for inspection at City Hall during regular business hours and will be emailed or sent to any party upon request.

Mayor Kari Niedfeldt-Thomas

BE IT FURTHER RESOLVED by the City Council of the City of New Brighton that the City Clerk keeps a copy of the ordinance at city hall for public inspection, and that a full copy of the ordinance be posted in a public place within the city.

Adopted this 23rd day of June 2026 by the City of New Brighton City Council with voting as follows:

Mayor Kari Niedfeldt-Thomas: _____

Jeanne Vint Frischman: _____

Graeme Allen: _____

Jason Steffenhagen: _____

Emily Dunsworth: _____

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk



Agenda Section:	Consent Agenda
Meeting Date:	June 23, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Ordinance 933: Group Residential Facility Regulation Updates
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Action Requested: <u>Motion</u>
Form of Action: <u>Ordinance</u>
Votes Needed: <u>3 Votes</u>

Summary Statement:	Recent changes to state statute and local experiences with group residential facilities (group homes) in recent times are dictating some recommended updates to the City Code and the zoning code. Ordinance 933 would address these issues.
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Recommendations:	The Planning Commission and staff are both recommending approval of Ordinance 933 as presented.
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Applicable Deadlines:	None -- city driven process
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Community Impact:	Updating these provisions will provide staff with additional tools when approaching these uses within the City.
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Legislative History:	None.
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Strategic Priority:	<u>Community Belonging</u>
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Fiscal Impact:	Financial Consideration?	<u>No</u>
	Revenue/Expenditure Amount:	\$
	Financing Source:	<u>N/A</u>
	Notes:	

Attachments:	1.	Staff Report
	2.	Ordinance 933
	3.	K&G Guide to Recent Statutory Changes on Group Homes

**Ordinance 933: AN ORDINANCE TO UPDATE GROUP
RESIDENTIAL FACILITY REGULATIONS**

To: **Planning Commission**

From: Ben Gozola, *Assistant Director DCAD*

Meeting Date: **6-16-26**

INTRODUCTION

Recent changes to state statute and local experiences with group residential facilities (group homes) in recent times are dictating some updates to City Code to accommodate this use.

Two issues are being addressed by Ordinance 933:

1. We have discovered a loophole in local regulations that needs to be closed. As currently written, the City's rental licensing requirements exempt dwellings that are licensed and inspected by another government agency which includes group homes. This makes perfect sense in terms of eliminating duplicative inspections and costs for local property owners.

Unfortunately, it has come to the City's attention that at least one private company is buying single family homes and is specifically renting those homes to individuals who are then using that rental to operate a licensed group home. In this scenario, the city has a vested interest in conducting inspections of the property to oversee the rental relationship between the corporate homeowner and their renter. As code is written though, the renter's acquisition of a group home license can be argued as triggering the rental license exemption.

Rather than arguing interpretation vs. intent, staff are recommending the licensing exemption for group homes be tweaked to ensure there is no ambiguity regarding the intent of how rental licensing is intended to work vis-à-vis group homes:

- If you own a property and operate it as a group home, you are exempt from the rental licensing requirement.
 - If you own a home and rent it to an individual or family, you are subject to acquiring a rental license. The subsequent use of that property by a renter has no bearing on the tenant-landlord relationship and the need to acquire a rental license.
2. State statutes were recently updated to require examination of proposed group home locations to ensure such facilities meet newly established spacing and co-location standards. Staff is recommending the city build into its ordinance these spacing and co-location standards to give the City an added layer of local enforcement authority should these standards ever be broken.

ORDINANCE SECTION 1:

- This section of Ordinance 933 amends City Code section 18-307(b) to clarify that a home being used as a licensed group home does not necessarily exempt the property from rental licensing requirements.
- The existing muddled language is being struck in favor of new language stating the exemption applies if the *property owner* is holder of the license and the *property owner* operates the licensed facility. With this new language, it will be crystal clear that the City will always require a rental license when a property owner rents to an individual or family, and the renters personal decisions on how to use the property have no impact on the licensing requirement.
- The language in this section is also being updated to clarify that the exemption only applies if the licensed facility is inspected at least annually by another governmental agency to ensure proper living conditions.

ORDINANCE SECTION 2:

- Five new subsections are being created in Section 5.3(A)(9):
 1. Subsection (a) is the existing language now moved into the first subsection.
 2. Subsection (b) calls out that all group residential facilities are subject to inspection by the building official and fire marshal to ensure compliance with building and fire codes prior to beginning operations.
 3. Subsection (c) acknowledges there will be circumstances under which a license holder is allowed by the state to relocate their facility absent the need to acquire a new license. If/when that happens, this new subsection makes it clear that the new location is subject to inspection by the building official and fire marshal to ensure compliance with building and fire codes prior to beginning operations at the new location.
 4. Starting July 1st, new statutory provisions mandating co-location and separation standards begin. This new subsection calls out those requirements and provides the city with local enforcement options if separation standards are not being met.
 5. Starting on January 1, 2027, agencies issuing licenses are allowed to designate inspection authority to local jurisdictions who request such authority. Subsection (e) acknowledges this may happen in the future, and the City will be the inspecting authority in those instances.

RECOMMENDATIONS

The Planning Commission is asked to review the proposed updates and make a recommendation to Council on whether to approve or deny the changes, or whether additional updates are needed.

ATTACHMENTS:

1. *Ordinance 933*

ORDINANCE NO. 933

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

**AN ORDINANCE TO UPDATE GROUP RESIDENTIAL FACILITY
REGULATIONS**

THE CITY OF NEW BRIGHTON ORDAINS:

SECTION 1. The City Council of the City of New Brighton hereby amends New Brighton City Code, Chapter 18, Article III. Licenses, Section 18-307(b) as follows:

- (b) *Exemptions.* Rental licensing requirements do not apply to residential dwellings in the following circumstances:
- (1) The dwelling is occupied by the owner or the owner's qualifying relatives.
 - (2) The dwelling is rented for a period of less than 120 consecutive days and the owner occupies the property during the remainder of the year.
 - (3) The dwelling has been sold on a contract for deed provided the buyer occupies the property and the sale document used to memorialize the sale is a state uniform conveyancing blank or is recorded with the county recorder's office and a copy is provided to the city upon request.
 - (4) The dwelling qualifies as a short-term rental and is therefore governed by the regulations in article VII of this chapter.
 - (5) The dwelling owner holds a valid state license and operates the licensed rest home, convalescent care facility, group home, nursing home, hotel, motel, etc, in the dwelling, and the facility is inspected at least annually by another governmental agency to ensure proper living conditions. ~~is already licensed and inspected by another government agency for uses including, but not limited to, a rest home, convalescent care facility, group home, nursing home, hotel, motel, etc.~~

SECTION 2. The City Council of the City of New Brighton hereby amends New Brighton Zoning Code, Section 5.3(A)(9), as follows:

(9) Group Residential Facilities

~~All group residential facilities shall be issued and must maintain a valid state license to be in operation~~

- (a) All group residential facilities shall be issued and must maintain a valid state license to be in operation.
- (b) Prior to beginning operation, all group residential facilities shall be subject to local inspection for compliance with building code and fire code requirements.
- (c) Facilities with an existing license that relocate shall have the new location inspected and approved for compliance with building code and fire code requirements prior to starting operations at the new location.
- (d) All group residential facilities shall comply with statutory requirements for co-location and separation requirements spelled out in Minn. Stat. § 245A.042, subd. 7, as may be amended.
- (e) Facilities shall be subject to City inspections if the licensing agency has delegated inspection authority to the City of New Brighton subject to Minn. Stat. § 245A.04, subd. 2a, as may be amended.

SECTION 6. Effective Date

This ordinance shall take effect upon its adoption by the city council, its publication in the city's official newspaper, and the completion of the listed conditions.

ADOPTED this 23rd day of June 2026, by the New Brighton City Council with a vote of ____ ayes and ____ nays.

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk

Recent Group Home and Small Residential Setting Statutory Changes

Below you will find the following sections: Summary, Recommended Next Steps, a 101 Chart, and a Q&A Chart.

Summary

Topic	Before	After
City notice when a small assisted living facility opens	Cities often found out informally or after operation began.	MDH must notify the municipality within 5 business days after issuing a provisional license for facilities with 6 or fewer residents.
City role in inspections	Mostly state-controlled.	MDH can now formally delegate inspection authority to cities/counties for certain physical plant and zoning inspections.
Rental licensing	Some cities attempted to apply rental licensing requirements.	Statute now expressly says facilities with 6 or fewer residents are exempt from local rental licensing regulations.
Coordination during provider collapse/closure	No comprehensive statewide transition system.	New continuity-of-care and transition system requires coordinated planning between providers, counties, DHS, and others.
Provider shutdowns	Often little structure.	Providers now must give notice, cooperate in transitions, and help ensure residents are safely relocated.
City awareness of relocations	Limited.	Relocations of small assisted living facilities now have structured state approval requirements.
Colocation/concentration review	Limited review structure.	DHS/MDH must evaluate whether new small assisted living facilities meet spacing/colocation standards before approval.
Local enforcement coordination	Unclear in practice.	Statute now specifically references coordination with local government personnel and enforcement actors.
Inspection frequency	Less clearly structured when delegated.	Delegated local inspections generally capped at annual inspections plus follow-up inspections.
Small facility licensing category	Same assisted living framework regardless of scale.	State directed to study and draft a separate licensing category for 5-bed-or-less facilities.

Recommended City Implementation Checklist

- Map existing residential facilities.
- Request annual notice in writing from DHS/MDH for applicable licensed facilities and programs.
- Create or update an internal facility tracking list shared by zoning, building, fire, police, code enforcement, and administration.
- Develop a one-page city response template for DHS/MDH notices that identifies zoning status, land use plan context, known nearby facilities, and city inspection contacts.
- Decide whether the city wants to request delegated inspection authority and, if so, prepare a checklist and reporting procedure.
- Review rental licensing materials to ensure small assisted living facilities with capacity of six or fewer are not treated as rental-license-required properties. Develop a system to keep track of differing facilities.
- Train front-line staff on new requirements and routines.

101 Chart

Issue	Citation	Effective Date	What Changed	Recommended City Practice
Municipal notice for DHS-licensed programs	Minn. Stat. § 245A.04, subd. 2	Effective July 1, 2026; applies to licenses issued on/after that date	DHS must give 30 days notice before issuing a license unless the program is treated as a permitted single-family residential use; for those, notice comes within 5 business days after issuance. Cities may request annual notice in writing.	Adopt an internal intake process and send DHS a written request for annual notification.
Compliance with codes and possible delegated inspections	Minn. Stat. § 245A.04, subd. 2a	Effective January 1, 2027	Applicants/license holders must document compliance with building, fire/safety, health rules, and zoning ordinances. The commissioner may delegate inspection authority for existing residential programs serving six or fewer persons.	Decide whether to request delegation; prepare a process for annual inspections, follow-up inspections, and reporting violations to the commissioner.
Co-location limits for certain small residential settings	Minn. Stat. § 245A.042, subd. 7	Effective July 1, 2026	Newly licensed covered settings generally cannot be on the same property or adjoining property as existing covered residential settings. "Adjoining" includes common boundary, common corner, and properties separated by rights-of-way/easements such as alleys or residential streets.	Maintain a map/list of existing covered facilities and flag same/adjoining-property issues early.
Small assisted living license review and municipal context	Minn. Stat. § 144G.15	Effective per bill; tied to assisted living licensing	For assisted living facilities with capacity of six or fewer, the commissioner considers population, size, land use plan, availability of community services, and number/size of existing licensed assisted living facilities in the city/town/county. DHS must determine compliance with the new co-location standard before MDH grants a provisional license.	When notified, be ready to provide land use plan, community service, and existing-facility information to MDH/DHS.
Notice to city after provisional assisted living license	Minn. Stat. § 144G.16, subd. 8	Effective July 1, 2026; applies to provisional licenses issued on/after that date	Within five days, excluding weekends and holidays, after issuing a provisional license to an assisted living facility with capacity of six or fewer, MDH must provide business name, address, category, capacity, and authorized agent contact information to the affected municipality/political subdivision.	Route notices to zoning/building/fire and maintain a facility list.
Relocation of small assisted living facilities	Minn. Stat. § 144G.195, subd. 1	Relocation language in bill; municipal notice tied to § 144G.16, subd. 8	Facilities with capacity of five or fewer can relocate with MDH approval without a new license. They must obtain plan review approval, a certificate of occupancy, and a DHS co-location determination. Metro facilities are limited to same municipality or contiguous metro municipality; non-metro facilities are limited by distance and cannot relocate into the metro.	Track relocations like new facility notices; confirm certificate of occupancy and applicable zoning/building/fire issues.
Local laws still apply, but rental licensing exemption remains	Minn. Stat. § 144G.45, subd. 3	Effective January 1, 2027	Assisted living facilities must comply with state/local fire safety, building, and zoning laws, but facilities with capacity of six or fewer are exempt from local rental licensing regulations. MDH may delegate inspection authority for existing small assisted living facilities.	Do not rely on rental licensing for small assisted living facilities; use zoning, building, fire, and any delegated inspection authority instead.
State study/new license category for very small assisted living	Uncodified direction to Commissioner of Health	Draft legislation due January 1, 2028	MDH must convene interested parties and develop draft legislation for a new assisted living license category for facilities with capacity of five or fewer.	Monitor for future legislation; consider submitting city concerns about enforcement, notice, inspections, and clustering.
Continuity-of-care and complex transition planning	New Minn. Stat. §§ 256B.045, 256B.046	General continuity-of-care framework in Article 1	When providers face administrative action or serious operational events, provider/lead agency/DHS duties now focus on resident notice, continuity-of-care planning, complex transition plans, and safe/stable housing.	Cities are not the lead agency, but police/fire/code staff may see operational failures first; route concerns to county/DHS and coordinate where public safety or housing stability is implicated.

Q&A Chart

Question	Answer	What It Means for Cities	Recommended City Practice
1. Do cities get advance notice of new licensed programs?	Generally yes, but timing depends on whether the program is treated as a permitted single-family residential use. DHS must provide 30 calendar days written notice before issuing a chapter 245A license unless the program falls under the permitted single-family residence framework; for those programs, DHS must notify the city within five days after issuance.	This is more of a notice/tracking tool than a veto. It gives cities information but does not itself authorize denial based on local preference or neighborhood opposition.	Create a shared inbox or routing rule for DHS/MDH notices. Send a written request for annual notice so the city continues receiving yearly updates.
2. What information should the city receive?	For chapter 245A notices, the notice must include the prospective license holder name/contact information, license type and capacity, and proposed address. For small assisted living provisional licenses, MDH must provide business name, street address, license category, licensed resident capacity, and authorized agent contact information.	Cities can use the information to update internal facility lists and assess zoning, building, fire, public safety, and emergency response considerations.	Build a facility tracking spreadsheet with columns for address, license type, capacity, owner/contact, notice date, city departments notified, and inspection history.
3. Can cities inspect group homes/small residential programs?	The applicant/license holder must document compliance with applicable building codes, fire and safety codes, health rules, and zoning ordinances. Beginning January 1, 2027, DHS/MDH may delegate authority to a city or county to inspect existing small residential programs/assisted living facilities for zoning and physical plant licensing requirements.	Delegation is not automatic. It requires a formal delegation that specifies the authority delegated. The state is responsible for inspection costs and the city cannot assess extra inspection fees under the delegated authority.	If the city wants a stronger role, request delegated authority in writing and develop a standard checklist before accepting delegation.
4. What are the limits on city inspections if delegated?	The city must coordinate inspections with the licensing agency to reduce disruption. The city must notify the commissioner of violations or concerns within ten days/working days, depending on program type. The city generally cannot inspect more than annually, except for follow-up inspections to verify correction.	This limits cities from using repeated inspections as an enforcement pressure tool. The city role should be compliance-focused and coordinated with the state.	Train inspectors on the limits of the delegated authority and maintain documentation showing inspection date, scope, violations, and commissioner notice.
5. What is the new co-location/clustering rule?	Starting July 1, 2026, newly licensed covered settings may not be on the same property or adjoining property as existing covered small residential settings unless the setting satisfies heightened HCBS setting standards. Covered settings include community residential settings, adult foster care homes, customized living/24-hour customized living settings with capacity of six or fewer, and assisted living facilities with capacity of six or fewer.	This is one of the biggest practical changes for cities because it directly addresses clustering. The state, not the city, makes the licensing/authorization determination, but city information may help identify adjoining properties.	Map existing covered facilities and share relevant location information when DHS/MDH asks for input or when the city receives notice.
6. What counts as “adjoining property”?	Adjoining property includes property sharing a boundary line, property meeting at a common corner point, and property separated by a right-of-way or public easement such as a bicycle path, alley, or residential street.	This is broader than a normal “touching parcel” concept and captures some properties across streets/alleys.	Use GIS/parcel review rather than visual guesswork. Check boundary, corner, alley, easement, and right-of-way relationships.
7. Are small assisted living facilities treated differently?	Yes. For assisted living facilities with licensed resident capacity of six or fewer, the commissioner considers municipal context such as population, size, land use plan, available community services, and the number/size of existing licensed assisted living facilities. Also, MDH cannot grant a provisional license until DHS determines the proposed location meets the new co-location standard.	This creates an opening for cities to provide concrete land use and service-capacity information, but still does not create local veto power.	Prepare a short standard response template with zoning classification, comprehensive/land use plan context, nearby facilities, service capacity concerns, and inspection contact information.
8. Are small assisted living facilities exempt from rental licensing?	Yes. The bill preserves that assisted living facilities with licensed resident capacity of six or fewer are exempt from rental licensing regulations imposed by a city, town, municipality, or county.	Cities should avoid trying to regulate these facilities through rental licensing, even while local zoning/building/fire laws still apply.	Review rental licensing ordinances and staff guidance to avoid applying rental licensing requirements to exempt small assisted living facilities.

9. How do relocation rules affect cities?	An assisted living facility with five or fewer residents may relocate with MDH approval and may keep its current license. The facility must obtain plan review approval, a certificate of occupancy, and a DHS co-location determination. MDH must follow municipal notice requirements after approving relocation.	A relocation may appear like a new use locally even if no new license is required. Cities should still check zoning, building, fire, and certificate of occupancy issues.	Treat relocation notices as high priority because they may involve a new property but not a new license application.
10. What should cities do when there is a provider closure or serious operational event?	New continuity-of-care provisions require provider notice, lead agency planning, DHS oversight, and complex transition planning when residents may lose services/housing due to administrative action or serious operational events.	Cities are not assigned the main statutory planning role, but city staff may be first to observe unsafe operations, abandonment, emergency calls, fire/code issues, or resident displacement.	Create an internal escalation path: police/fire/code -> city administrator/attorney -> county lead agency/DHS/MDH as appropriate.

Source

This document summarizes provisions from [S.F. No. 4476](#), Conference Committee Report, 94th Legislature (2025-2026), dated May 17, 2026.



Agenda Section:	Consent Agenda
Meeting Date:	June 23, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider a resolution of summary publication for Ordinance 933

Action Requested: Motion

Form of Action: Resolution

Votes Needed: 3 Votes

Summary Statement:	This resolution will allow the City to publish Ordinance 933 at a substantially reduced cost. Council is asked to review the summary to ensure it clearly communicates the changes being implemented in Ord 933.
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Recommendations:	Approval of the summary publication resolution for Ordinance 933.
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Applicable Deadlines:	None.
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Community Impact:	None.
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Legislative History:	Ordinance 933 was recommended for approval by the Planning Commission on 6-16-26
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Strategic Priority:	<u>N/A</u>
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Fiscal Impact:	Financial Consideration?	<u>No</u>
	Revenue/Expenditure Amount:	\$
	Financing Source:	<u>N/A</u>
	Notes:	

Attachments:	1.	Ord 933 Summary Publication Resolution

RESOLUTION _____
CITY COUNCIL
CITY OF NEW BRIGHTON

**RESOLUTION AUTHORIZING PUBLICATION OF
ORDINANCE NO. 933 BY TITLE AND SUMMARY**

WHEREAS, the city council of the City of New Brighton has adopted Ordinance No. 933 an ordinance to update group residential facility regulations; and

WHEREAS, the ordinance is lengthy; and

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

WHEREAS, the City Council believes that the following summary would clearly inform the public of the intent and effect of the ordinance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton, that the City Clerk shall cause the following summary of Ordinance No. 933 be published in the official newspaper in lieu of the entire ordinance:

Public Notice

The City Council of the City of New Brighton has adopted Ordinance No. 933 which updates regulations relating to group residential facilities more commonly referred to as “group homes.” Specifically, the update tightens code language to ensure code clearly requires corporate homeowners to secure a rental license when they choose to rent their properties, and a tenant’s decision to secure a license and operate a group home has no bearing on the City’s rental licensing requirement. Furthermore, language is added to ensure it is clear that all new locations for group residential facilities must be inspected for compliance to building and fire code requirements, that future co-location standards outlined in statute must be met, and that the City can accept inspection authority of these facilities if the responsibility is delegated by a licensing agency in the future.

Mayor Kari Niedfeldt-Thomas

BE IT FURTHER RESOLVED by the City Council of the City of New Brighton that the City Clerk keeps a copy of the ordinance at city hall for public inspection, and that a full copy of the ordinance be posted in a public place within the city.

Adopted this 23rd day of June 2026 by the City of New Brighton City Council with voting as follows:

Mayor Kari Niedfeldt-Thomas: _____

Jeanne Vint Frischman: _____

Graeme Allen: _____

Jason Steffenhagen: _____

Emily Dunsworth: _____

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

ATTEST:

Terri Spangrud, City Clerk



Agenda Section:	Consent Agenda
Meeting Date:	June 23, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of Temporary Liquor License for Stockyard Days 2026

Action Requested: Motion: X
Form of Action: N/A
Votes Needed: 3 Votes

Summary Statement:	• New Brighton Stockyard Days is applying for a temporary On-Sale Liquor License for their event being held August 7 - 9, 2026 at Long Lake Regional Park. • The \$100 temporary liquor license fee and all paperwork have been submitted • The New Brighton Stockyard Days application noted they will have liquor liability insurance (West Bend Insurance \$1M).
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Recommendations:	Approve the temporary liquor license for New Brighton's Stockyard Days event
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Applicable Deadlines:	The state requires a minimum of 30 days to process liquor licenses.
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Community Impact:	Stockyard Days has been a recurring community event for over 40 years; it brings the community together for an event that over 5,000 people attend every year as well as brings in visitors from surrounding cities. The event is presented by the Lion's Club, who have continued to be major supporters
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	of the City of New Brighton.
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Legislative History:	City Code Chapter 4 regulates temporary on-sale liquor licenses
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Strategic Priority:	Community Engagement & Belonging
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Fiscal Impact:	Financial Consideration? NO
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Attachments:	
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Agenda Section:	Consent Agenda
Meeting Date:	June 23, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consideration, approval, and authorization for staff to sign quote for Trail Replacement at Hansen Park East

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

Summary Statement:	During construction of Hansen Park East, stormwater pipes were installed from 4th Street to the creek. With highly compressible soils, the pipes were placed on helical piles for support. The surrounding land and trail has settled and requires a modified section for stabilization. ~150 feet of the trail will be removed and replaced, and elevations adjusted to remove isolated low points. Two quotes were received: • New Look Contracting \$40,092.50 • Peterson Companies \$84,000 Staff recommends working with New Look Contraction with a budget of up to \$50,000 for work included in the quote and field adjustments.
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Recommendations:	Accept quotes and authorize the Director of Community Assets and Development to sign a quote with New Look Contracting.
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Applicable Deadlines:	NA
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Community Impact:	Improved mobility and trail connections.
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Legislative History:	NA
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Strategic Priority:	<u>City Assets</u>
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Fiscal Impact:	Financial Consideration?	<u>No</u> <u>Yes X</u>
	Revenue/Expenditure Amount:	\$50,000
	Financing Source:	<u>Budgeted (Pavement Management)</u>
	Notes:	

Attachments:	1.	New Brighton - Hansen Park East Trail Improvements
	2.	Peterson Hansen Park Trail Repairs Proposal



New Look Contracting

14045 Northdale Blvd

Rogers, MN 55374

Phone: 763-241-1596

Fax: 763-241-9196

Website: NewLookContracting.net

Quote To:

City of New Brighton
Attn: Craig Schlichting
803 Old Highway 8 NW
New Brighton, MN 55112

Job Name:

Hansen Park East Trail Improvements

Job Address:

New Brighton

Date:

NLC Estimator:

Dylan Libbert

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	MOBILIZATION	1.00	LS	10,500.00	10,500.00
20	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	24.00	LF	15.00	360.00
30	REMOVE BITUMINOUS WALK	1,850.00	SF	1.25	2,312.50
40	EXCAVATION - COMMON	140.00	CY	45.00	6,300.00
50	AGGREGATE BASE CLASS 5	219.00	TON	40.00	8,760.00
60	GEOTEXTILE FABRIC	240.00	SY	4.00	960.00
70	GEOGRID	240.00	SY	5.00	1,200.00
80	BITUMINOUS PAVEMENT (TRAIL 3")	28.00	TON	245.00	6,860.00
90	SITE RESTORATION	1.00	LS	3,500.00	3,500.00
	BASE BID				40,752.50
100	GEOTEXTILE FABRIC 570R (NO GEOGRID)	240.00	SY	6.25	1,500.00
	BASE BID GEOTEXTILE ONLY OPTION				40,092.50

NOTES:

- All bid line items tied
- Pricing Based off Drawings Provided 5/28/26
- Erosion Control - Assumes Bio Log Each side of trail(400LF total), Additional Erosion control can be added at request and unit pricing.
- Standard AGC contract language to prevail on acceptance of this proposal
- No retainage to be held on work completed.
- All work to be done in 2026

EXCLUDES:

- Survey & Staking, Permits, Testing, Traffic Control, Flagging, Dewatering, Erosion Control, Sweeping, Subgrade or Soil Corrections, Casting & Valve Box Adjustents, More than 1 Mobilization (Add \$2500.00/EA),



PETERSON COMPANIES, INC.

8326 WYOMING TRAIL
CHISAGO CITY, MN 55013

651.257.6864

petersoncompanies.net

To:	City of New Brighton	Contact:	Craig Schlichting		
Address:	803 Old Hwy 8 NW New Brighton, MN 55112	Phone:	651-638-2056		
		Fax:			
Project Name:	Hansen Park Trail Repairs	Bid Number:			
Project Location:	430 12th Ave NW, New Brighton, MN	Bid Date:	6/16/2026		
Item Description		Estimated Quantity	Unit	Unit Price	Total Price

Hansen Park Trail Repairs	1.00	LS	\$84,000.00	\$84,000.00
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- Mobilize Equipment, Materials And Crew
- Install Traffic Control As Required & Orange Snow Fence To Help Block Off Area
- Install Biolog Erosion Control
- Saw Cut And Remove Existing Bituminous And Concrete Pad Leading Up To Existing Circular Playground Area
- Strip Topsoil And Stockpile For Reuse
- Cut/Fill Work Area To Allow Proper Drainage In Sunken Area As Discussed During Onsite Visit
- Export Excess Common
- Subgrade Trail And Install Geotextile Fabric And Geogrid
- Place And Compact 12" Class 5 Recycle
- Install Trail To Match Existing Path (Extend Turn Radius At The 'T' Of The Trail Heading South)
- Install Concrete Pad/Sidewalk By Climbing Tower
- Restore With Seed, Fertilizer And Erosion Blanket

Specific Exclusions / Notes:

- Maintenance of seed (watering, additional fertilizer, etc.) by owner
- NO Permits, bonds, etc. are included
- No casting adjustments were included, none should be required
- There is minimal fill going around the light pole base but we may need to discuss possibly pouring a higher concrete base collar on top of concrete base. We did not include, would be discussed onsite.
- We anticipate approximately one week to complete the work (depending on field use, fall may be preferred time of rehab)

Total Bid Price: \$84,000.00

Notes:

- All proposals exclude subcontractor bonds, bond fees, specialty insurance, workforce goals or business inclusion goals unless so indicated.
- Please feel free to contact us with any questions. We appreciate the opportunity and look forward to working with you on this project!